

**MERCED COUNTY PLANNING COMMISSION**  
**MINUTES FOR MEETING OF FEBRUARY 26, 2014**

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The agenda, original minutes, video, and all supporting documentation (for reference purposes only) of the Merced County Planning Commission meeting of February 26, 2014 are available online at [www.co.merced.ca.us/planning/plancomarchive.html](http://www.co.merced.ca.us/planning/plancomarchive.html).

**I. CALL MEETING TO ORDER**

The regularly scheduled meeting of the Merced County Planning Commission was called to order at 9:00 a.m., on February 26, 2014 in the Board Chambers located at 2222 "M" Street, Third Floor, Merced, California.

**II. ROLL CALL OF COMMISSIONERS**

Commissioners Present:      Commissioner Lynn Tanner- Chairman  
   Commissioner Greg Thompson  
   Commissioner Mark Erreca  
   Commissioner Rich Ford  
   Commissioner Jack Mobley

Staff Present:                      Mark Hendrickson, Director  
   William Nicholson, Assistant Director  
   Ana Muniz-Laguna, Recording Secretary  
   Dave Gilbert, Planner III  
   James Holland, Planner III  
   Jeff Fugelsang, Planner III

Legal Staff:                        Trevor Finneman, County Counsel

Commissioners Absent:        None

**III. APPROVAL OF MINUTES**

**MOTION: M/S MOBLEY - ERRECA, AND CARRIED BY A VOTE OF 5 – 0, THE COMMISSION APPROVE THE MINUTES FROM THE NOVEMBER 20, 2013; DECEMBER 04, 2013 AND THE DECEMBER 18, 2013 HEARINGS.**

**IV. CITIZEN COMMUNICATIONS**

None

**V. PUBLIC HEARINGS**

**A.      CONDITIONAL USE PERMIT No. CUP13-009 – Sun Harvest Solar LLC (NPD1) - To construct and operate a 1.5 megawatt solar energy generation facility on an 11 acre portion of a 40 acre parcel. The project site is located on the east side of San Juan Road, 550 feet north of Highway 152 in the Dos Palos area. The property is designated Agricultural land use in the General Plan and zoned A-1 (General Agricultural). **DG****

**Recommendations:** The actions requested are to:

- 1) Recommend to the Board of Supervisors adoption of the Mitigated Negative Declaration; and;
- 2) Recommend to the Board of Supervisors approval of Conditional Use Permit No. CUP13-009 based on the project findings, subject to the conditions of approval and mitigation measures and remove the project site from the Williamson Act Agricultural Preserve.

Dave Gilbert, Planner III, gave a PowerPoint presentation and summarized the Staff Report.

Commissioner Ford asked what criteria is used for projects to be removed from the Agricultural Preserve and asked if there are procedures for this process.

Mr. Gilbert responded that there are findings in the Staff Report that address this and informed that solar energy facilities are not compatible with the Agricultural Preserve which is why the Commission is being asked to take action and remove this site from the Preserve. Mr. Bill Nicholson also informed that since this project consists of solar panels that sit on the property, it will not compromise the agricultural capability of the property in the future. Once the panels are removed, this land can go back to farming and due to the small acreage of land involved, the project should not have a significant agricultural impact.

Commissioner Mobley asked about the consistency of solar energy to generate power compared to other sources like nuclear and natural gas. He asked how solar companies are preparing to handle high and low capacity of generating power. Mr. Bill Pham with Harvest Solar, stated that utility companies are mandated to handle grid impacts from different types of energy generators and they go through an extensive process with Pacific Gas and Electric who governs this substation. He stated that there is enough load capacity with this particular power line connection to balance out the power generation from the project.

Commissioner Ford asked if there were policies in the General Plan to address the solar projects with mega-panels that may have significant impacts on prime farmland. Mr. Nicholson read policy AG-3.11 of the General Plan and explained that this policy discusses the requirements associated with these type of projects and how it protects viable farmland and agriculture land.

The public hearing opened at 9:15 a.m.

No one spoke in favor or opposition to this application.

The public hearing closed at 9:16 a.m.

**MOTION: M/S MOBLEY-ERRECA, AND CARRIED BY A VOTE OF 5-0, THE PLANNING COMMISSION RECOMMEND THE BOARD OF SUPERVISORS ADOPT THE MITIGATED NEGATIVE DECLARATION; AND**

**MOTION: M/S MOBLEY-ERRECA, AND CARRIED BY A VOTE OF 5-0, THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF CONDITIONAL USE PERMIT No. CUP13-009 BASED ON THE 11 PROJECT FINDINGS, AND THE 15 CONDITIONS OF APPROVAL AND MITIGATION MEASURES AND REMOVAL OF PROJECT SITE FROM THE WILLIAMSON ACT AGRICULTURAL PRESERVE.**

Planning and Community Development Department

1. Conditional Use Permit No. CUP13-009 is granted for the construction of a 1.5 megawatt solar photovoltaic electrical generating facility on a 11 acres of two parcels totaling 40 acres located on the east side of San Juan Road, 550 feet north of Highway 152 in the Dos Palos area, in accordance with the approved Plot Plan and Operational Statement.

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2. The solar photovoltaic electrical generating facility and project shall be located, developed and operated in a manner described on the approved Plot Plan, Project Description, CEQA Mitigation Measures, Mitigation Monitoring and Reporting Program, and Conditions of Approval of this permit. The operation of this facility shall cease no later than 30 years from the Commercial Operation Date. Any subsequent changes must be made in accordance with Merced County Code section 18.50.
3. All CEQA Mitigation Measures identified in the Mitigation Monitoring and Reporting Program are adopted and incorporated by reference as Project Conditions of Approval.
4. The project shall comply with all applicable public health, safety, and welfare regulations administered by the County of Merced, and in particular the County Fire Department, the Health Department/ Environmental Health Division, the Community and Economic Development Department, and Public Works Department/ Road and Building and Safety Divisions.
5. For the purpose of conditions monitoring, an inspection fee in the amount of **\$648.00** shall be required. This fee shall be paid within 30 days of the approval date. Should additional inspections be required, inspection time shall be billed to the applicant/property owner at the established hourly rate at the time of the inspection. This permit will not be considered valid until the conditions monitoring fee has been paid.
6. Prior to issuance of a building permit, the project applicant must obtain all necessary permits and written authorizations and must demonstrate compliance with all applicable regulations administered by Federal and State agencies.
7. Immediately following the cessation of Project business operations or the abandonment of the Project, the applicant shall reclaim the site to pre-project conditions. Prior to the issuance of the first occupancy permit, the applicant shall place a financial assurance (bond, letter of credit, or similar instrument) dedicated specifically for the project. The County and Sun Harvest Solar, LLC will determine an appropriate amount for the financial assurance instrument. It is the intent of this requirement that the instrument shall provide sufficient financial assurances for Merced County to decommission the Project and fully restore the property following cessation of business operations or the abandonment of the Project if the applicant does not properly decommission the Project and fund full reclamation.

### County Counsel

#### 8. **INDEMNITY AND HOLD HARMLESS AGREEMENT:**

San Harvest Solar, LLC has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, writ of mandamus, or otherwise. This duty shall include, but not be limited to, claims, petitions, or the like for bodily injury, property damage, personal injury, contractual damages, writ of mandamus, or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents, commissions, boards, and officers of Sun Harvest Solar, LLC.

Sun Harvest Solar, LLC's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of Sun Harvest Solar, LLC, its agents, subcontractors, employees, boards, and commissions. The duty shall extend to any allegation, claim of liability, or petition, except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim, petition, or allegation of liability against County. Sun Harvest Solar, LLC will on request and at its expense, defend any action or suit or proceeding arising hereunder. This clause and shall not be limited to any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, that may arise during the term of this Agreement but shall also apply to all such claims and the like after the term of this contract, for example, arising from land use and environmental law actions, or meeting notice law actions, brought against the County following Project approval, modification, or denial.

This clause for indemnification shall be interpreted to the broadest extent permitted by law.

Public Works Department/ Roads Division

9. Applicant shall construct a paved rural driveway approach for the proposed access onto San Juan Road or Santa Rita Grade, in accordance with Chapter 7, Driveways, of the Merced County DPW Improvement Standards and Specifications. Said Construction shall require an Encroachment Permit from DPW.

Health Department/ Division of Environmental Health

10. Any hazardous materials stored on-site over threshold quantities (55 gallons, 200 cu. ft. or 500 pounds) requires that a hazardous materials business plan (HMBP) be filed with the Division of Environmental Health.
11. If The Community and Economic Development Department the Building and Safety Division permit a portable restroom, the applicant shall obtain a permit.

Public Works Department/ Building and Safety Division

11. Applicant shall submit to the County four (4) sets of complete engineered plans and three (3) sets of calculations (or electronic copies) from a licensed architect or engineer.
12. A soils report shall be submitted from a licensed geotechnical engineer as part of plan submittal.

San Joaquin Valley Air Pollution Control District

13. The applicant shall comply with District Rule 9510 (Indirect Source Review) prior to issuance of a Building Permit. The applicant shall contact the SJVAPCD to determine if the project is subject to any other district rule

California Department of Fish and Wildlife

14. All hollow vertical pipes associated with installation of perimeter fencing and solar mounts shall be capped immediately after installation.

CEQA Mitigation Measures

15. The following is a comprehensive list of CEQA Mitigation Measures applicable to the project and are contained in the Mitigation Monitoring and Reporting Program (MMRP). These measures are incorporated by reference into the Conditions of Approval. The applicant shall be responsible to comply with all Mitigation Measures as referenced herein:

- B. ADMINISTRATIVE APPLICATION No. AA13-039 – Clarence Tighe, Owner - Luis Urzua – Applicant** - To allow a change in ownership for an existing semi-mobile food vendor located at the northwest corner of Winton Way and Gertrude Ave. The project site is located within the Winton Urban Community, designated General Commercial in the General Plan and zoned C-2 (General Commercial) (2.2 acres).  
**JH**

**Recommendations:** The actions requested are to:

- 1) Determine that the application is exempt from CEQA review under Section 15061(b)(3) “Common Sense” of the CEQA Guidelines; and
- 2) Approve Administrative Application No. AA13-039 based on the project findings and subject to the conditions of approval presented in the Staff Report.

James Holland, Planner III, gave a PowerPoint presentation and summarized the Staff Report.

The public hearing opened at 9:27 a.m.

No one spoke in favor or opposition to this application.

The public hearing closed at 9:28 a.m.

**MOTION: M/S MOBLEY-ERRECA, AND CARRIED BY A VOTE OF 5-0, THE PLANNING COMMISSION DETERMINES THAT THE APPLICATION IS EXEMPT FROM CEQA REVIEW UNDER SECTION 15061(b)(3) OF THE CEQA GUIDELINES, AND**

**MOTION: M/S MOBLEY-ERRECA, AND CARRIED BY A VOTE OF 5-0, THE PLANNING COMMISSION APPROVES OF ADMINISTRATIVE APPLICATION No. AA13-039 BASED ON THE 10 PROJECT FINDING AND SUBJECT TO THE 12 CONDITIONS OF APPROVAL PRESENTED IN THE STAFF REPORT.**

Community and Economic Development Department

1. Administrative Permit No. AA13-039 is granted to allow Luis Urzua (the applicant) to operate a semi-mobile food vendor business (Taco Truck) on the property known as 6029 North Winton Way (Assessors Parcel Number 147-180-036) within the Winton urban community boundary.
2. The project shall operate in a manner that is consistent with the approved Plot Plan and the applicant’s Operational Statement. Minor Modifications

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may be approved by the Community and Economic Development Director upon submittal of an acceptable application.

3. If the Administrative Permit is not implemented within one year, it shall expire and become null and void. The Community and Economic Development Director may extend the Permit if a request is filed by the applicant prior to its expiration.
4. The applicant shall comply with the Merced County Zoning Code Development Standards required for semi-mobile food vendors (Section 18.47.280.D) including, but not limited to the following:
  - a. There shall be a minimum of two adequately sized and covered trash receptacles next to the semi-mobile food vendor.
  - b. The site shall be kept clean and free of litter at all times. Trash and garbage shall be removed from the site at the end of each day.
  - c. Grease shall be disposed of consistent with Division of Environmental Health requirements.
  - d. A copy of the administrative permit shall be kept with the operator at all times and shall not be transferable to another operator.
5. For the purpose of conditions monitoring, an inspection fee in the amount of **\$162** shall be required. This fee shall be paid within 30 days of the approval date. Should additional inspections be required, inspection time shall be billed to the applicant at the established hourly rate at the time of the inspection.
6. If the applicant/owner does not currently have a Business License Permit, they shall obtain one from the Community and Economic Development Department. The property owner/applicant shall pay all required fees for the Business license. The property owner/applicant shall annually renew the Business License and pay all required fees.

County Counsel

**7. INDEMNITY AND HOLD HARMLESS AGREEMENT:**

LUIS URZUA has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, writ of mandamus, or otherwise. This duty shall include, but not be limited to, claims, petitions, or the like for bodily injury, property damage, personal injury, contractual damages, writ of mandamus, or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents, commissions, boards, and officers of LUIS URZUA.

LUIS URZUA's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent

conduct of any kind, on the part of LUIS URZUA, its agents, subcontractors, employees, boards, and commissions. The duty shall extend to any allegation, claim of liability, or petition, except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim, petition, or allegation of liability against County. LUIS URZUA will on request and at its expense, defend any action or suit or proceeding arising hereunder. This clause and shall not be limited to any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, that may arise during the term of this Agreement but shall also apply to all such claims and the like after the term of this contract, for example, arising from land use and environmental law actions, or meeting notice law actions, brought against the County following project approval, modification, or denial.

This clause for indemnification shall be interpreted to the broadest extent permitted by law.

Department of Public Health Environmental Health Division

8. The semi-mobile food operator shall obtain and maintain a current stationary mobile food facility permit issued by MCDEH
9. The semi-mobile food vehicle shall be located within 200 feet travel distance of a MCDEH approved toilet and permanent hand washing station. The food vehicle staff shall have access to this restroom at all times the vehicle is parked on site. If the restrooms are locked the food vehicle staff must have a key in their possession.
10. The mobile food facility operator shall provide to MSDEH food program staff a current, valid document from the restroom owner indicating the days and time the restrooms are available and granting permission for the mobile food vendor staff to use the restrooms. A copy of the permission document shall be kept in the mobile food facility.
11. The mobile food facility shall not obtain any water from the premises, nor shall any wastewater from the food facility be drained to any on-site septic system, on-site community sewer connection, or to the ground surface.
12. The mobile food facility shall immediately cease operating if the water supply to the restrooms fails or the on-site septic system or sewer connection fails.

- C. ADMINISTRATIVE APPLICATION No. AA13-040 – Aref Mosleh, Owner - Maria Bautista, Applicant** - To allow a semi-mobile food vendor to operate at the northeast corner of Ashby Road and Fern Street in the Franklin-Beachwood Urban Community. The project site is designated General Commercial in the General Plan and zoned C-2 (General Commercial) (0.57 acre). **JH**

**Recommendation:** The requested actions are to:

- 1) Determine that the application is exempt from CEQA review under Section 15061(b)(3) "Common Sense" of the CEQA Guidelines; and
- 2) Approve Administrative Application No. AA13-040 based on the project findings and subject to the conditions of approval presented in the Staff Report.

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James Holland, Planner III, gave a PowerPoint presentation and summarized the Staff Report.

Commissioner Ford asked if the restroom had running water. Mr. Holland stated that there is running water available in the restroom but the facility will eventually need a hand-washing basin, which is specified in the conditions of approval.

The public hearing opened at 9:40 a.m.

Mr. Michael Smith, applicant's representative, stated he has been working with the owner and the applicant through this process and everyone agrees with the conditions of approval. He stated a water basin and a portable water heater for hot water access will be installed once the project is approved.

The public hearing closed at 9:44 a.m.

**MOTION: M/S MOBLEY-ERRECA, AND CARRIED BY A VOTE OF 5-0, THE PLANNING COMMISSION DETERMINES THAT THE APPLICATION IS EXEMPT FROM CEQA REVIEW UNDER SECTION 15061(b)(3) OF THE CEQA GUIDELINES, AND**

**MOTION: M/S MOBLEY-ERRECA, AND CARRIED BY A VOTE OF 5-0, THE PLANNING COMMISSION APPROVES OF ADMINISTRATIVE APPLICATION No. AA13-040 BASED ON THE 10 PROJECT FINDING AND SUBJECT TO THE 14 CONDITIONS OF APPROVAL PRESENTED IN THE STAFF REPORT.**

Community and Economic Development Department

1. Administrative Permit No. AA13-040 is granted to allow Maria Bautista (the applicant) to operate a semi-mobile food vendor business (Taco Truck) on the property known as 1988 North Ashby Road (Assessors Parcel Number 057-310-015) within the Franklin-Beachwood urban community boundary.
2. The project shall operate in a manner that is consistent with the approved Plot Plan and the applicant's Operational Statement. Minor Modifications may be approved by the Community and Economic Development Director upon submittal of an acceptable application.
3. If the Administrative Permit is not implemented within one year, it shall expire and become null and void. The Community and Economic Development Director may extend the Permit if a request is filed by the applicant prior to its expiration.
4. The applicant shall comply with the Merced County Zoning Code Development Standards required for semi-mobile food vendors (Section 18.47.280.D) including, but not limited to the following:
  - a. There shall be a minimum of two adequately sized and covered trash receptacles next to the semi-mobile food vendor.
  - b. The site shall be kept clean and free of litter at all times. Trash and garbage shall be removed from the site at the end of each day.
  - c. Grease shall be disposed of consistent with Division of Environmental Health requirements.



- d. A copy of the administrative permit shall be kept with the operator at all times and shall not be transferable to another operator.
5. For the purpose of conditions monitoring, an inspection fee in the amount of **\$162** shall be required. This fee shall be paid within 30 days of the approval date. Should additional inspections be required, inspection time shall be billed to the applicant at the established hourly rate at the time of the inspection.
6. If the applicant/owner does not currently have a Business License Permit, they shall obtain one from the Community and Economic Development Department. The property owner/applicant shall pay all required fees for the Business license. The property owner/applicant shall annually renew the Business License and pay all required fees.

County Counsel

**7. INDEMNITY AND HOLD HARMLESS AGREEMENT:**

MARIA BAUTISTA has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, County, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract, writ of mandamus, or otherwise. This duty shall include, but not be limited to, claims, petitions, or the like for bodily injury, property damage, personal injury, contractual damages, writ of mandamus, or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents, commissions, boards, and officers of MARIA BAUTISTA.

MARIA BAUTISTA's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of MARIA BAUTISTA, its agents, subcontractors, employees, boards, and commissions. The duty shall extend to any allegation, claim of liability, or petition, except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim, petition, or allegation of liability against County. MARIA BAUTISTA will on request and at its expense, defend any action or suit or proceeding arising hereunder. This clause and shall not be limited to any and all claims, petitions, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, that may arise during the term of this Agreement but shall also apply to all such claims and the like after the term of this contract, for example, arising from land use and environmental law actions, or meeting notice law actions, brought against the County following project approval, modification, or denial.

This clause for indemnification shall be interpreted to the broadest extent permitted by law.

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8. The semi-mobile food operator shall obtain and maintain a current stationary mobile food facility permit issued by MCDEH
9. The semi-mobile food vehicle shall be located within 200 feet travel distance of a MCDEH approved toilet and permanent hand washing station. The food vehicle staff shall have access to this restroom at all times the vehicle is parked on site. If the restrooms are locked the food vehicle staff must have a key in their possession.
10. The mobile food facility operator shall provide to MSDEH food program staff a current, valid document from the restroom owner indicating the days and time the restrooms are available and granting permission for the mobile food vendor staff to use the restrooms. A copy of the permission document shall be kept in the mobile food facility.
11. The mobile food facility shall not obtain any water from the premises, nor shall any wastewater from the food facility be drained to any on-site septic system, on-site community sewer connection, or to the ground surface.
12. The mobile food facility shall immediately cease operating if the water supply to the restrooms fails or the on-site septic system or sewer connection fails.

Merced County Department of Public Works Road Division

13. Project related parking must be confined on site. If a traffic safety problem develops from vendors or customers not parking on site, AA13-040 may be revoked.
14. Vehicle access to the project site from Fern Street shall be prevented, or the existing driveway approach shall be paved

- D. PARALLEL GENERAL PLAN AMENDMENT APPLICATION No. GPA14-001 AND ZONE CHANGE APPLICATION No. ZC14-001 - Multiple Property Owners - To change the land use designation of five parcels from Delhi Urban Community - Business Park to Low Density Residential, and to change the zoning from M-1 (Light Manufacturing) to R-1-5,000 (Single-Family Residential). The properties are located on the east side of Hillside Drive and south of South Avenue. (5.4 acres) JF**

**Recommendation:** The requested actions are to:

- 1) Recommend the Board of Supervisors determine General Plan Amendment No. GPA14-001 and Zone Change No. ZC14-001 are exempt from CEQA review under Section 15061(b)(3), "Common Sense", of the CEQA Guidelines;; and
- 2) Recommend the Board of Supervisors approve General Plan Amendment No. GPA14-001 and Zone Change No. ZC14-001 based upon the project findings presented in the Staff Report.

The public hearing opened at 9:40 a.m.

No one spoke in favor or opposition to this application.

The public hearing closed at 9:42 a.m.

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**MOTION: M/S MOBLEY-ERRECA, AND CARRIED BY A VOTE OF 5-0, THE PLANNING COMMISSION RECOMMEND THE BOARD OF SUPERVISORS DETERMINE GENERAL PLAN AMENDMENT No. GPA14-001 AND ZONE CHANGE No. ZC14-001 ARE EXEMPT FROM CEQA REVIEW UNDER SECTION 15061(b)(3), “COMMON SENSE”, OF THE CEQA GUIDELINES; AND**

**MOTION: M/S MOBLEY-ERRECA, AND CARRIED BY A VOTE OF 5-0, THE PLANNING COMMISSION RECOMMEND TO THE BOARD OF SUPERVISORS APPROVAL OF GENERAL PLAN AMENDMENT No. GPA14-001 AND ZONE CHANGE No. ZC14-001 BASED UPON THE 11 PROJECT FINDINGS PRESENTED IN THE STAFF REPORT.**

**Project Findings**

1. General Plan Amendment No. GPA14-001 and Parallel Zone Change No. ZC14-001 proposes to change the land use designation of five parcels consisting of five acres from Delhi Urban Community - Business Park to Low Density Residential and to change the zoning from M-1 (Light Manufacturing) to R-1-5,000 (Single-Family Residential).
2. The properties are located on the east side of Hillside Drive and south of South Avenue in the Community of Delhi.
3. All properties fronting Hillside Drive are designed and zoned residential.
4. The properties are contiguous to residential zoning on three sides.
5. All five properties consist of existing, inhabited residences.
6. The current zoning prevents the residences from being rebuilt or replaced should substantial damage occur, unless a business enterprise is established on the property.
7. The proposed designation and zoning are consistent with the existing residential land uses.
8. Since the adoption of the Delhi Community Plan in 2006, there has been no expressed interest in commercial or office development on these properties.
9. The application was referred to the Delhi Municipal Advisory Council and Delhi County Water District.
10. The redesignation would not be a nuisance or detrimental to the public health, safety and general welfare.
11. The public hearing has been adequately noticed and advertised

**VI. COMMISSION ACTION ITEM (S)**

None

**VII. DIRECTOR'S REPORT**

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Mr. Hendrickson introduced and welcomed Trevor Finneman, Deputy County Counsel, to his first Planning Commission meeting. Mr. Nicholson also announced that Mr. Gilbert will be handing out copies of the Vierra Dairy EIR which will be scheduled for the March 12<sup>th</sup> public hearing.

**VIII. COMMISSIONERS COMMENTS**

None

**IX. ADJOURNMENT**

There being no further business, the meeting adjourned at 9:55 a.m.