

MERCED COUNTY PLANNING COMMISSION
MINUTES FOR MEETING OF JUNE 8, 2016

The agenda, original minutes, video, and all supporting documentation (for reference purposes only) of the Merced County Planning Commission meeting of June 8, 2016, are available online at 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 June 8, 2016, in the Board Chambers located at 2222 "M" Street, Third Floor, Merced, California.

II. ROLL CALL OF COMMISSIONERS

Commissioners Present: Commissioner Mark Erreca - Chairman
 Commissioner Greg Thompson - Vice Chairman
 Commissioner Jack Mobley
 Commissioner Rich Ford
 Commissioner Robert Acheson

Staff Present: Mark Hendrickson, Director
 Oksana Newmen, Deputy Director Planning
 Kim Lewallen, Recording Secretary
 Sandy Saechao, Planner I
 Jennifer Borobia, Planner I

Legal Staff: Michael Linden, Deputy County Counsel

Commissioners Absent: None

III. APPROVAL OF MINUTES

MOTION: M/S THOMPSON – ACHESON, AND UNANIMOUSLY CARRIED, THE COMMISSION APPROVES THE MINUTES FROM THE APRIL 13, 2016 AND APRIL 27, 2016 HEARINGS.

IV. CITIZEN COMMUNICATIONS

None

V. PUBLIC HEARINGS

Commissioner Jack Mobley recused himself from voting on this application as it may be a conflict of interest.

A. CONDITIONAL USE PERMIT No. CUP15-003 - San Joaquin Valley Christian School Association - To construct and operate a Pre-kindergarten through 12th grade private school for up to 800 students. The project site is located north of Dan Ward Road and approximately 820 feet east of Ranchero Lane. The property is designated Agricultural Residential within the Franklin-Beachwood Rural Residential Center and zoned A-R (Agricultural-Residential). **SS**

Recommendations: The actions requested are to:

- 1) Adopt the Mitigated Negative Declaration prepared for Conditional Use Permit No. CUP15-003 and approve the Mitigation Monitoring and Reporting Program; and
- 2) Approve Conditional Use Permit No. CUP15-003 based on the findings and subject to the conditions of approval presented in the staff report.

Planner Sandy Saechao presented the Staff Report and recommendations of approval dated June 8, 2016.

The public hearing opened at 9:05 a.m.

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No one spoke in favor or opposition to this application.

The public hearing closed at 9:06 a.m.

MOTION: M/S THOMPSON - ACHESON, AND CARRIED BY A VOTE OF 4 - 0, THE PLANNING COMMISSION ADOPTS THE NEGATIVE DECLARATION PREPARED FOR CONDITIONAL USE PERMIT No. CUP15-003.

MOTION: M/S THOMPSON – ACHESON, AND CARRIED BY A VOTE OF 4 - 0, THE PLANNING COMMISSION CONCURS WITH THE STAFF REPORT AND RECOMMENDATIONS DATED JUNE 8, 2016, AND MAKES THE 11 PROJECT FINDINGS SET FORTH IN THE STAFF REPORT AND APPROVES CONDITIONAL USE PERMIT No. CUP15-003 SUBJECT TO THE 26 CONDITIONS SET FORTH IN THE STAFF REPORT AS FOLLOWS:

Conditions:

Community and Economic Development Department

1. Conditional Use Permit No. CUP15-003 is granted to establish a private pre-kindergarten through high school with a capacity of 800 students.
2. The project shall operate in a manner that is consistent with the approved Plot Plan and the Operational Statement. Minor Modifications may be approved by the Planning Director upon submittal of an acceptable application.
3. The school campus shall operate from 8:00 am to 3:00 pm, Monday through Friday. Additional non-regular school activities including community activities may take place after school hours throughout the week and summer months. However, the use of outdoor lighting for ballfields and recreational activities must be approved by the Planning Director through a lighting plan in compliance with Section 18.41.060 of the Zoning Code, and Mitigation Measures AES-1 and AES-2.
4. The applicant shall submit landscape plans in accordance with the State Model Water Efficient Landscape Ordinance.
5. Earthquake resistant design shall be incorporated to minimize the loss of life, injury, and property damage of County residents due to seismic and geologic hazards consistent with Policy HS-1.4 of the General Plan.
6. Prior to the initiation of any demolition or construction of APN 057-050-059, the applicant or any successor in interest shall retain a licensed professional or firm to complete a visual assessment of the area of the mobile home, barn, and other outbuildings to determine the presence or absence of hazardous materials in any drums, canister, or tanks present in the area, and the potential for hazardous materials to be in the soil in the area. To determine the presence or absence of an underground storage tank, the licenses professional or firm shall also complete a limited geophysical survey in the southwestern portion of subject site parcel 057-050-059 to assess the presence of subsurface metallic anomalies characteristic of underground storage tanks. Should any hazardous materials be identified, the licensed professional or firm shall consult with Merced County Division of Environmental Health (MCDEH) and appropriate state or federal regulatory agencies to develop a plan to remediate the identified materials, and the plan shall be implemented to the satisfaction of MCDEH and appropriate state or federal regulatory agencies to develop a plan to remediate the identified materials, and the plan shall be implemented to the satisfaction of MCDEH or other appropriate agency prior to the initial of construction on the affected area of the SJVCS school site.

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7. Prior to initiation of construction within any portion of the SJVCS project site, the applicant or any successor in interest shall retain a licensed professional or firm to investigate the presence of any groundwater wells or septic systems. Should any wells or septic systems be identified, the well or septic system shall be properly drained and/or decommissioned in accordance with the requirements of the Merced County Well Ordinance (Section 9.28.060F of the Merced County Code) and the requirements for septic system abandonment set forth in Merced County's Minimum Design Standards – Operation and Maintenance Site Evaluation for On-site Sewage Disposal Systems.
8. Prior to the initiation of the demolition of any structure within any portion of the SJVCS project site, the applicant or any successor in interest shall retain a licensed professional or firm to complete a comprehensive asbestos and lead based paint survey of all buildings to be demolished or significantly renovated to determine if asbestos-containing materials and lead based paint are present. If such materials are identified and need to be disturbed, repaired, or removed, a licensed abatement contractor should be retained to properly remove and dispose of all materials containing asbestos or lead based paint. Additionally, the applicants shall comply with all application requirements of San Joaquin Valley Air Pollution Control District Rules 3050 and 4002.
9. The project shall comply with all of the applicable standard conditions of approval listed in the Planning Commission Resolution No 97-1.
10. For the purpose of conditions monitoring, an inspection fee in the amount of **\$972.00** shall be required. This fee shall be paid within 30 days of project approval. 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.
11. The applicant shall comply with all applicable County, State and Federal regulations, and all mitigation measures adopted in the Initial Study/Mitigated Negative Declaration.

County Counsel

12. INDEMNITY AND HOLD HARMLESS AGREEMENT:

San Joaquin Valley Christian School Association 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 San Joaquin Valley Christian School Association.

San Joaquin Valley Christian School Association'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 San Joaquin Valley Christian School Association, 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. San Joaquin Valley Christian School Association 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

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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 Conditional Use Permit No. CUP15-003 approval, modification, or denial.

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

Environmental Health

13. The initial on-site septic system, under the jurisdiction of Merced County Division of Environmental Health (MCDEH), shall be designed and installed to accommodate daily flow of no more than 10,000 gal/day (school phase 1). All wastewater improvements shall comply with Mitigation Measures UTIL-1 and 2.

Public Works Road Division

14. The project is subject to the Regional Transportation Impact Fee (RTIF) program, and the Bridge and Major Thoroughfare (BMT) fee, and shall comply with Mitigation Measures TRF-1 through 6.

Public Works Building and Safety Division

15. An architect or engineer licensed in the State of California shall be retained to draw the plans and provide any structural calculations for all structures proposed as part of the school. The plans must be submitted to the Building Division for approval and a permit issued before any construction can begin. The Building and Safety Division will require submittals to consist of:
 - A. One set of plans and calculations/reports in an electronic format (either on CD/Disk or flashdrive)
 - B. One site plan on an 11x17 inch paper.

Fire Department

16. New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property.
17. All driveways accessing the parcel shall be surfaced with an approved all weather driving surfacing material. Shall be designed and maintained to support the imposed loads of fire apparatus and shall be surfaced so as to provide all-weather driving capabilities.

San Joaquin Valley Air Pollution Control District

18. The proposed project is subject to District Rule 9510 (Indirect Source Review), along with other Air District Rules, and shall comply with Mitigation Measure AQ-1.

Meadowbrook Water Company

19. The Meadowbrook Water Company water service is subject to approval of all regulatory agencies. The time and conditions required by any agency for approval are beyond the control of Meadowbrook Water Company. Meadowbrook Water Company accepts no responsibility for any approvals or lack thereof, and accepts no responsibility for making any changes or improvements to its system and distribution network.

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20. Since the improvements are in a preliminary planning stage only, the Meadowbrook Water Company has only provided a preliminary agreement to provide water.
21. All proposals will be subject to on-going review at all planning stages of those items which affect Meadowbrook Water Company.
22. All construction will be subject to on-going review for compliance with items required by Meadowbrook Water Company.
23. All engineering and calculations required to determine adequacy of proposed system for proposed use will be provided by Owner to Meadowbrook Water Company at its request.
24. Meadowbrook Water Company will be granted service easements over the property containing the new service lines, if needed.
25. Meadowbrook Water Company's water commitment is valid for the domestic and landscape water to be used in and around the school building (s).
26. Meadowbrook Water Company's water commitment is valid for one year during the planning process but can and will be renewed as required if there are no material changes.

- B. CONDITIONAL USE PERMIT No. CUP16-004 - Jay Fiorini** - To relocate an existing private airstrip to another parcel, creating a new 100 feet wide by 2500 feet long airstrip and construct a 42 foot x 92 foot airplane storage building. The project site is located on the south side of Lombardy Avenue, .25 Miles west of Sycamore Street in the Turlock area. The property is designated Agricultural land use and zoned A-1 (General Agricultural). **JB**

Recommendations: The actions requested are to:

- 1) Find the project exempt from CEQA review under Section 15061(b)(3) "General Rule", and;
- 2) Approve Conditional Use Permit No. CUP16-004 based on the project findings and subject to the recommended conditions of approval presented in the staff report.

Planner Sandy Saechao presented the Staff Report and recommendations of approval dated June 8, 2016.

The public hearing opened at 9:11 a.m.

No one spoke in favor or opposition to this application.

The public hearing closed at 9:12 a.m.

MOTION: M/S THOMPSON - MOBLEY, AND UNANIMOUSLY CARRIED, THE PLANNING COMMISSION EXEMPTS CONDITIONAL USE PERMIT No. CUP16-004 FROM CEQA.

MOTION: M/S THOMPSON - MOBLEY, AND UNANIMOUSLY CARRIED, THE PLANNING COMMISSION CONCURS WITH THE STAFF REPORT AND RECOMMENDATIONS DATED JUNE 8, 2016, AND MAKES THE 11 PROJECT FINDINGS SET FORTH IN THE STAFF REPORT AND APPROVES CONDITIONAL USE PERMIT No. CUP16-004 SUBJECT TO THE 8 CONDITIONS SET FORTH IN THE STAFF REPORT AS FOLLOWS:

Conditions:

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Planning and Community Development Department

1. Conditional Use Permit No. CUP16-004 is granted to relocate an existing private airstrip to another parcel, creating a 100 foot wide by 2,500 foot long airstrip and construct a new aircraft storage building located on the south side of Lombardy Avenue, 0.25 miles west of Sycamore Street in the Turlock area, in accordance with the approved Plot Plan and Operational Statement. Minor Modifications may be approved by the Director upon submittal of an acceptable application, however, this permit does not grant approval for a commercial crop dusting operation.
2. The applicant shall comply with all of the applicable standard conditions of approval listed in the Planning Commission Resolution No. 97-1.
3. 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.
4. For the purpose of conditions monitoring, an inspection fee in the amount of **\$162.00** shall be required. This fee shall be paid within 30 days of approval of the project. 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.
5. The applicant shall obtain any required permit from the Federal Aviation Administration and/or Caltrans Division of Aeronautics before operation of the relocated private airport facility.

County Counsel

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

FRANCES RANDALL FIORINI 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 FRANCES RANDALL FIORINI.

FRANCES RANDALL FIORINI'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 Green Light Energy, 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. FRANCES RANDALL FIORINI 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

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approval, modification, or denial.

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

Health Department/ Division of Environmental Health

7. The applicant shall maintain an accurate hazardous material business plan with Merced County Division of Environmental Health and maintain compliance with all applicable hazardous material regulations.

Department of Public Works – Building and Safety Division

8. An architect or engineer licensed in the state of California must be hired to evaluate the building for the proposed use and to evaluate and comply with the Department of public works – Building and Safety Standards outlined in their memo (attached).

VI. COMMISSION ACTION ITEM (S)

None

VII. DIRECTOR'S REPORT

Today will be County Counsel, Michael Linden's last Planning Commission meeting.

VIII. COMMISSIONERS COMMENTS

None

IX. ADJOURNMENT

There being no further business, the meeting adjourned at 9:14 a.m.