

RECORDING REQUESTED BY:

City of Merced, A California charter municipal corporation

WHEN RECORDED MAIL TO:

City of Merced
City Clerk
678 West 18th Street
Merced, California 95340

**Exempt from Recording Fees Per
Government Code Section 6103**

(Above for Recorder’s Use Only)

LEGISLATIVE ACTION AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____ 2022 by and between the City of Merced, a California Charter Law Municipal Corporation (“City”) and Peter Lau and Ling Phang Lau, Trustees of the Peter and Ling Lau Living Trust and Raymond L. Chun and Mary C. Chun, as Trustees of the Raymond and Mary Chung Living Trust (“Owner”).

W I T N E S S E T H

WHEREAS, Owner has applied to the City for a General Plan Amendment and Zone Change (the “Entitlements”) for approximately 8.5 acres of land located at the northeast corner of Bellevue Road and Barclay Way, and as legally described on Exhibit “A,” and shown on the Map at Exhibit “B,” attached hereto and incorporated herein by this reference; and

WHEREAS, City is willing to consider Owner’s request provided that certain conditions are met.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

1. Owner, for himself and all successors thereto, agrees to pay all City and school district fees, taxes, and/or assessments in effect on the date of subdivision and/or permit approval, any increase in those fees, taxes, and/or assessments, and any new fees, taxes, and/or assessments which are in effect at the time water/sewer connection and/or building or encroachment permits are issued, which may include public facility impact fees, other impact fees as applicable, and any Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc., (and to comply with the additional conditions set forth in Exhibit “C,” (Planning Commission Resolution #4086), attached hereto and incorporated herein by this reference). Payment shall be made at the time of building permit

issuance unless an Ordinance or other requirement of the City mandates or permits payment of such fees, taxes, and/or assessments at an earlier or subsequent time.

2. Owner desires to comply with the conditions of approval set forth on Exhibit “C,” and within this Agreement and acknowledges that the conditions are necessary to mitigate the environmental impact caused by Owner’s development or are necessary to offset the costs to the City generated by Owner’s development including sewer connection costs pursuant to Chapter 15.16 of the Merced Municipal Code.

3. Owner agrees to pay all sewer connection costs imposed by the City as delineated in Section 15.16.070 of the Merced Municipal Code and to pay all other costs required by Chapter 15.16 of the Merced Municipal Code.

4. The Owner shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, Owner shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against another governmental entity in which Owner’s project is subject to that other governmental entity’s approval and a condition of such approval is that the City indemnify and defend such governmental entity. City shall promptly notify the Owner of any claim, action, or proceeding. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the Owner shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentality thereof, or any of its officers, officials, employees, or agents.

5. City, on its part, agrees to rezone the subject property to Residential Planned Development (RP-D) #63 and change the General Plan (City approval) in accordance with Exhibit “B.”

6. No building permit or other permit shall be issued that is not in compliance with this Agreement.

7. It is expressly agreed that this Agreement is not intended to limit the power of the City to impose other requirements, limitations, or fees, etc., as a condition of development, and does not relieve the Owner from complying with all other requirements that may be imposed as a condition of development, whether now in existence or hereinafter imposed by the City whether by zone change, subdivision map approval, ordinance, resolution, use permit, or otherwise. The parties agree that this Paragraph does not apply to the approval of a final map and issuance of building permits for project(s) subject to this Agreement on the property described in Exhibit “A.”

8. To the extent allowed by law, the conditions of this Agreement constitute covenants running with the land, and shall be enforceable by the City or by any present or future owner of any of the land described in Exhibit "A."

9. Owner agrees to comply with and abide by all conditions set forth by the City relating to the development of the property subject to this Agreement, including installation of all required public improvements.

10. In the event of default by Owner, and in addition to any other remedy available to the City, the City shall have the right to rezone the land back to its original designation and/or to de-annex the land as appropriate.

11. In the event that either City or the Owner shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

12. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

13. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

14. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Law Municipal Corporation

BY: _____
City Manager

ATTEST:
STEPHANIE R. DIETZ, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Kimberly 3/22/22
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

OWNER
PETER LAU AND LING PHANG LAU,
TRUSTEES OF THE PETER AND LING LAU
TRUST

Peter Lau, Trustee

Ling Phang Lau, Trustee


ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____


APPROVED AS TO FORM:


BY:  3/22/22
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

OWNER
PETER LAU AND LING PHANG LAU,
TRUSTEES OF THE PETER AND LING LAU
TRUST


Peter Lau, Trustee


Ling Phang Lau, Trustee

ADDRESS: 239 HARBOR DR.
ATWATER, CA 95301

TELEPHONE: 209-201-7161

FAX: _____

E-MAIL: LAUPETER007@GMAIL.COM

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Merced

On March 29, 2022 before me, K. Hasko, Notary
(insert name and title of the officer)

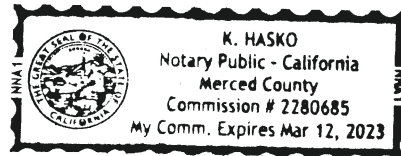
personally appeared Peter Lau and Ling Phang Lau,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K. Hasko

(Seal)



OWNER
RAYMOND L. CHUN AND MARY C. CHUN,
AS TRUSTEES OF THE RAYMOND AND
MARY CHUN LIVING TRUST

Raymond L. Chun

Raymond L. Chun, Trustee

Mary C. Chun

Mary C. Chun, Trustee

ADDRESS: *717 W. Pine St.*
Eureka, Ca

TELEPHONE: *559 592-4712*

FAX: _____

E-MAIL: *raychun@verizon.net*

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Tulare

On March 29th 2022 before me, Samantha B. Clark - Notary Public
(insert name and title of the officer)

personally appeared Raymond L. Chun + Mary C. Chun
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Samantha B. Clark (Seal)

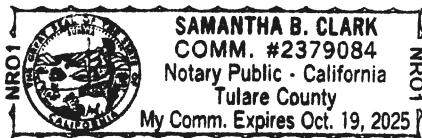
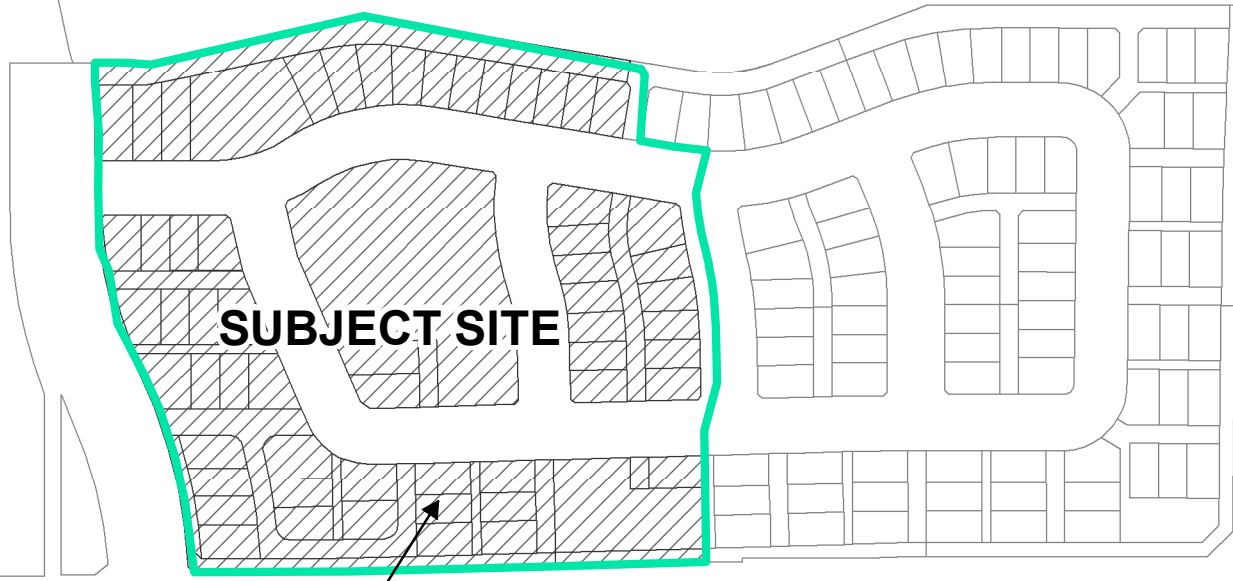


Exhibit A

Lots 1 through 28, 84 through 112, Lots A, A1, A5, A6, A7, B through E, G through L, Y, and Z as shown on the map entitled "Paseo" recorded in Volume 76, Page 39 of Merced County Records, also known as Assessor's Parcel Numbers (APN's): 170-010-001 through -015; 170-010-017 through -040; 170-022-001 through -003; 170-030-001 through -028; 170-030-030; 170-041-001 through -003; and 170-044-001



SUBJECT SITE

GENERAL PLAN AMENDMENT #21-03
Change the Land Use Designation
from Neighborhood Commercial (CN)
to Low-Medium Density (LMD) Residential

ZONE CHANGE #429
Change the Zoning Designation
from Planned Development (P-D) #73
to Residential Planned Development (RP-D) #63



Disclaimer: This document was prepared for general inquiries only. The City of Merced is not liable for errors or omissions that might occur. Official information concerning specific parcels should be obtained from recorded or adopted City documents.

**APPROVED LAND USE CHANGES
GENERAL PLAN AMENDMENT #21-03
AND ZONE CHANGE #429**



CITY OF MERCED
Planning Commission

Resolution #4086

WHEREAS, the Merced City Planning Commission at its regular meeting of March 9, 2022, held a public hearing and considered **General Plan Amendment #21-03 and Zone Change #429**, initiated by Peter Lau, on behalf of Bellevue Ranch Paseo, LLC, property owner. This application involves a request to amend the General Plan designation for approximately 8.5 acres from Neighborhood Commercial (CN) to Low-Medium Density (LMD) Residential. The request also includes a Zone Change to change the zoning designation from Planned Development (P-D) #73 to Residential Planned Development (RP-D) #63. This property is generally located at the northeast corner of Bellevue Road and Barclay Way; also known as Assessor Parcel: 170-010-001 to -039; 170-022-001 to -003; 170-030-001 to -028; 170-041-001 to -003; 170-044-001; and,

WHEREAS, the Merced City Planning Commission concurs with Findings/Considerations A through L of Attachment A of Staff Report #22-122 (Exhibit B); and,

NOW THEREFORE, after reviewing the City's Initial Study and Draft Environmental Determination, and fully discussing all the issues, the Merced City Planning Commission does resolve to hereby recommend to City Council that the previous environmental review for the *Merced Vision 2030 General Plan* (SCH#2008071069) remains sufficient and no further documentation is required (CEQA Section 15162 Findings), and recommend approval of General Plan Amendment #21-03 and Zone Change #429, subject to the Conditions set forth in Exhibit A and the Findings set forth in Exhibit B, and incorporated herein by this reference.

Upon motion by Commissioner DELGADILLO, seconded by Commissioner GREGGAINS, and carried by the following vote:

AYES: Commissioners Camper, DeAnda, Delgadillo, Dylina, Greggains, White, and Chairperson Harris

NOES: None

ABSENT: None

ABSTAIN: None

PLANNING COMMISSION RESOLUTION #4086

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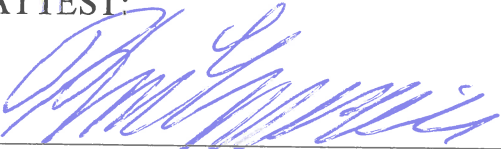
March 9, 2022

Adopted this 9th day of March 2022



Chairperson, Planning Commission of
the City of Merced, California

ATTEST:



Secretary

Exhibits:

Exhibit A – Conditions of Approval

Exhibit B – Findings/Considerations

Conditions of Approval
Planning Commission Resolution #4086
General Plan Amendment #21-03
Zone Change #429

1. The proposed General Plan Amendment and Zone Change shall be as shown on the Proposed Land Use Map at Attachment C of Planning Commission Staff Report #22-122.
2. The proposed project shall be constructed/designed in substantial compliance with the Design Standards at Attachment F of Planning Commission Staff Report #22-122 and the building designs and elevations shall be constructed/designed in substantial compliance with the plans provided at Attachment G of Planning Commission Staff Report #22-122. All applicable conditions of approval for Site Plan Application #484 shall apply.
3. All applicable conditions of Planning Commission Resolution #2996 for General Plan Amendment #11-04 and Site Utilization Plan Revision #2 to Residential Planned Development (RP-D) #63 and Planning Commission Resolution #2896 for Conditional Use Permit #1096 shall apply, unless superseded by this approval.
4. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
5. All other applicable codes, ordinances, policies, etc. adopted by the City of Merced shall apply.
6. Approval of the General Plan Amendment and Zone Change is subject to the property owner entering into a written Legislative Action Agreement that they agree to all the conditions and shall pay all City and school district fees, taxes, and/or assessments, in effect on the date of any subsequent subdivision and/or permit approval, any increase in those fees, taxes, or assessments, and any new fees, taxes, or assessments, which are in effect at the time the building permits are issued, which may include public facilities impact fees, a regional traffic impact fee, Mello-Roos taxes—whether for infrastructure, services, or any other activity or project authorized by the Mello-Roos law, etc. Payment shall be made for each phase at the time of building permit issuance for such phase unless an Ordinance or other requirement of the City requires payment of such fees, taxes, and or assessments at an earlier or subsequent time. Said

agreement to be approved by the City Council prior to the adoption of the ordinance, resolution, or minute action.

7. The developer/applicant shall indemnify, protect, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claims, actions, suits, proceedings, or judgments against the City, or any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect, defend, and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend (with counsel selected by the City) such governmental entity. City shall promptly notify the developer/applicant of any claim, action, suits, or proceeding. Developer/applicant shall be responsible to immediately prefund the litigation cost of the City including, but not limited to, City's attorney's fees and costs. If any claim, action, suits, or proceeding is filed challenging this approval, the developer/applicant shall be required to execute a separate and formal defense, indemnification, and deposit agreement that meets the approval of the City Attorney and to provide all required deposits to fully fund the City's defense immediately but in no event later than five (5) days from that date of a demand to do so from City. In addition, the developer/applicant shall be required to satisfy any monetary obligations imposed on City by any order or judgment.
8. The developer/owner is required to finance the annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, streetlights, parks and open space, which may include a financing mechanism such as a Community Facilities District (CFD) or, assessment district. The project site was annexed into the City's Community Facilities District (CFD) for Services as part of Annexation No. 7. The Developer/Owner shall be responsible for the costs of maintenance covered by the CFD until sufficient funds have been collected to cover these costs.

9. The developer/applicant shall construct and operate the project in strict compliance with the approvals granted herein, City standards, laws, and ordinances, and in compliance with all State and Federal laws, regulations, and standards. In the event of a conflict between City laws and standards and a State or Federal law, regulation, or standard, the stricter or higher standard shall control.
10. All public improvements shall be installed along the project frontages to meet City Standards. Any existing improvements that have been damaged or otherwise do not meet current City Standards shall be repaired or replaced to meet City Standards. This includes, but is not limited to, sidewalk curb, gutter, street trees, streetlights, and all accessibility requirements.
11. The developer shall install a right-hand turn lane at the intersection of Bellevue Road and G Street. This lane shall be installed per City Standards. The developer shall work with the City Engineer on the design.
12. A Homeowner's Association (or other approved alternative) shall be formed to ensure maintenance of all areas not covered by the Community Facilities District or by the private homeowners. This shall include maintaining the striping delineating parking stalls on the streets within the subdivision.
13. The Emergency Vehicle Access along Bellevue Road shall be meet all Fire Department requirements. If this access is gated, the gates shall be provided with a "click-to-enter" access and controls shall be provided to the City of Merced Police, Fire, and Public Works Departments. The device used shall be approved by the City prior to installation.
14. No parking shall be allowed in the alleys. The alleys shall be posted as fire lanes and "No Parking" signs shall be installed. It shall be the responsibility of the Homeowner's Association (or approved equivalent) to enforce the parking restrictions.
15. No parking shall be allowed on the streets on garbage pick up days. This requirement as well as the requirement for no parking in the alleys (Condition #16) shall be included in any Conditions, Covenants, and Restrictions (CC&R's) for the project or otherwise recorded with each property to ensure each property owner is aware of these restrictions.

16. All plans and supporting documents submitted for Building Permits shall meet or exceed the building codes in effect at the time of building permit application submittal. Plans shall be drawn by a licensed design professional. The construction work shall be performed by an appropriately licensed Contractor.
17. The elevations provided at Attachment H of Planning Commission Staff Report #22-122 are to be minimum standards, not optional upgrades.
18. Prior to any demolition work, the applicant shall obtain all necessary approvals from the San Joaquin Valley Air Pollution Control District and a demolition permit from the City of Merced Inspection Services Division if required.
19. All construction activity shall be conducted between the hours of 7:00 a.m. and 7:00 p.m., Monday through Saturday.
20. The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.
21. All lots shall be provided with landscaping and irrigation in compliance with Zoning Ordinance Section 20.36.050. The landscaping shall be regularly maintained and kept in an aesthetically pleasing manner.
22. Prior to the issuance of a Certificate of Occupancy for any lot within the subdivision that has frontage along the block wall, landscaping on the exterior of the block wall surrounding the subdivision shall be installed. The landscaping shall be installed on each lot as it is developed. All landscaping shall meet City Standards and approved by the City prior to installation.
23. All landscaping shall be in compliance with the City's Water Efficient Landscaping and Irrigation Ordinance (Merced Municipal Code Section 17.60) and all state-mandated conservation and drought restrictions as well as the City's Zoning Ordinance Sections 20.36 – Landscaping and Section 20.46.030 (C) - Landscaping.
24. Irrigation for all onsite landscaping shall be provided by a low-volume system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other state or city-mandated water regulations dealing with the current drought conditions.

25. All landscaping in the public right-of-way shall comply with the most recently adopted water regulations by the State and City addressing water conservation measures. If turf is proposed to be installed in medians or park strips, high quality artificial turf (approved by the City Engineer and Development Services Director) shall be installed.
26. All mechanical equipment shall be screened from public view as required by Zoning Ordinance Section 20.46.020.
27. The developer shall work with the City's Refuse Department to determine the best way to ensure adequate access is provided for refuse pick up.
28. Refuse containers shall not be left on the street or in public view, except as allowed by Merced Municipal Code Section 8.04.740.
29. The project shall be designed with a variety of colors and/or textures on the exterior elevations.
30. If the development complies with the requirements of Site Plan Application #484 and all other conditions for this approval, no additional Site Plan Application shall be required prior to construction of the houses.
31. The exterior of the buildings and site shall be regularly maintained and kept in an aesthetically pleasing manner. Any graffiti on the site shall be removed within 5 days as required by Merced Municipal Code (MMC) Section 8.36.060. Failure to remove graffiti within this time may result in removal by the City in accordance with MMC Section 8.36.070.

Findings and Considerations
Planning Commission Resolution #4086
General Plan Amendment #21-03
Zone Change #429

FINDINGS/CONSIDERATIONS:

General Plan Compliance and Policies Related to This Application

- A) The proposed project would comply with the General Plan designation of Low-Medium Density (LMD) Residential and the zoning designation of Residential Planned Development (RP-D) #63 if the requested General Plan Amendment and Zone Change are approved.

The following Land Use and Housing Element Goals and Policies would be achieved with the approval of this request to change approximately 8.5 acres from Neighborhood Commercial (CN) to Low-Medium Density (LMD) Residential:

Goal Area L-1: Residential & Neighborhood Development

- *A Wide Range of Residential Densities and Housing Types in the City*
- *Quality Residential Environments*

Policy L-1.2: Encourage a diversity of building types, ownership, prices, designs, and site plans for residential areas throughout the City.

Implementing Action 1.2.e Consider density increases for existing residential sites where the necessary conditions exist for higher densities.

Goal Area L-3: Urban Growth and Design

- *Living Environments which Encourage People to Use a Variety of Transportation Alternatives.*

Policy L-3.1: Create land use patterns that will encourage people to walk, bicycle, or use public transit for an increased number of their daily trips.

Policy L-3.3 Promote site designs that encourage walking, cycling, and transit use.

Implementing Action 3.1.a Encourage project designs which increase the convenience safety, and comfort of people using transit, walking, or cycling.

EXHIBIT B

OF PLANNING COMMISSION RESOLUTION #4086

Policy H-1.2 Support Development of Affordable Housing.

The proposed housing would be more affordable as the homes will be constructed on small lots which would reduce the cost of the units.

The project site is located near the corner of two major arterials providing good access to many types of transportation. Additionally, the site is near the future transit hub located in Bellevue Ranch, south of the project site.

The project site is also located near UC Merced which means it could provide needed housing for the students and faculty of the university.

Zoning Code Compliance

B) Merced Municipal Code Section 20.20.020 (J) establishes specific findings that must be made in order to approve the establishment of a Planned Development or Site Utilization Plan Revision. While this particular application does not involve the establishment of a Planned Development or a Site Utilization Plan Revision, the project is adding land to an existing Residential Planned Development (RP-D). Therefore, staff is including these findings to ensure the requirements for a Planned Development are being addressed. These findings are as follows:

1. The proposed development is consistent with the goals, policies, and actions of the General Plan and any applicable specific plan and community plan.

The proposed General Plan Amendment to change the land use designation for approximately 8.5 acres of land from Neighborhood Commercial (CN) to Low-Medium Density (LMD) Residential would be consistent with the General Plan if General Plan Amendment #21-03 is approved amending the General Plan. The proposed change reverts the project site back to what it was originally designated for in the *Merced Vision 2030 General Plan*. As shown in Finding A, the proposed project would accomplish goals, policies, and implementing actions of the General Plan related to providing housing.

The proposed Zone Change to change the zoning of the site to RP-D #63 and inclusion of the design standards for RP-D #63 would make the project site consistent with the use and intent of RP-D #63.

2. The site for the proposed development is adequate in size and shape to accommodate proposed land uses.

The project site is approximately 8.5 acres. Because the site was previously subdivided for a small lot development, there are a total of 75 lots, 57 for

housing and 18 for private alleys, landscape areas, drainage basin, and open space (refer to Attachment G of Planning Commission Staff Report #22-122). The single-family lots range in size from 1,860 square feet to 3,285 square feet. The developer has indicated that the homes built on these lots would be the same or similar to those being built in the eastern portion of the Paseo Subdivision.

Because this request reverts the project back to what it was originally intended to be (small lot single-family homes), the site is considered to be adequate in size and shape for the proposed land use.

3. The site for the proposed development has adequate access considering the limitations of existing and planned streets and highways.

The project site has access from Barclay Way via Bellevue Road. There is also an emergency vehicle access (EVA) easement through Lot K to Bellevue Road (refer to the Final Map at Attachment D of Planning Commission Staff Report #22-122).

The internal streets within the subdivision provide a network to loop from the west to the east end of the subdivision. Given the number of lots within the subdivision, one access and one EVA easement is considered sufficient to serve the development.

4. Adequate public services exist or will be provided to serve the proposed development.

Sewer and water lines have already been installed within the project site. These facilities were installed when improvements for the Paseo subdivision were installed. Adequate sewer and water services still exist to serve the project if developed with housing instead of commercial uses.

The site would be adequately served by the City's Police and Fire Departments as well. The project will pay Public Facilities Impact Fees as part of the development. These impact fees help off-set the cost of infrastructure and the construction of new facilities. Additionally, the project site was annexed into the City's Community Facilities District (CFD) for Services as part of Annexation No. 7. Therefore, the property owners would pay a special tax annually to help cover the costs of Police and Fire services.

5. The proposed development will not have a substantial adverse effect on surrounding property, will be compatible with the existing and planned land use character of the surrounding area, and will enhance the desirability of the area and have a beneficial effect.

The proposed land use change from commercial to residential would be compatible with the existing land uses in the area. The site is surrounded by residential uses to the east and south, a school to the north, and vacant commercial office land to the west. The proposed density of the project (6 to 12 units/acre) is consistent with the rest of the Paseo subdivision to the east. The same design standards adopted for the eastern half of the Paseo subdivision would apply to the project site making the development consistent with the rest of the subdivision.

6. *The proposed development carries out the intent of the Planned Development zoning district by providing a more efficient use of the land and an excellence of site design greater than that which could be achieved through the application of established zoning standards.*

The proposed project would be consistent with the intent and the design standards for RP-D #63. In fact, the proposed land use changes revert the project site back to the original land uses established when the project site was annexed into the City in 2000. As previously mentioned, the development of the single-family lots would be subject to the design standards adopted for RP-D #63.

7. *Each individual unit of the proposed development, in each phase as well as the total development, can exist as an independent unit capable of creating a good environment in the locality and being in any stage as desirable and stable as the total development.*

The project site could exist as an independent project and is considered a second phase of the Paseo Subdivision development. The improvements for the subdivision have already been installed and the project site has been subdivided into individual lots to allow development of the subdivision. It is likely that the eastern half of the subdivision would develop first, but if the proposed General Plan and Zone Change are approved, the western half would most likely develop soon after the eastern half or even concurrently with the eastern half.

8. *Any deviation from the standard ordinance requirements is warranted by the design and additional amenities incorporated in the development plan, which offer certain unusual redeeming features to compensate for any deviations that may be permitted.*

The proposed General Plan Amendment and Zone Change would allow the development of housing consistent with the original intent of RP-D #63. This Residential Planned Development was established in 2000 and was intended

to allow for the construction of a small-lot subdivision. The Design Standards provided at Attachment F of Planning Commission Staff Report #22-122 are consistent with the intent of RP-D #63 and would allow development to occur as originally intended on this site. The reduced lot sizes, setbacks, and other deviations allowed through the establishment of RP-D #63 allows the construction of homes that will be more affordable due to the small lot sizes as well as provide much needed housing for the community.

9. *The principles incorporated in the proposed development plan indicate certain unique or unusual features, which could not otherwise be achieved under the other zoning districts.*

As previously explained, the proposed General Plan Amendment and Zone Change aren't establishing a new Planned Development, but are including the project site in the existing RP-D #63 zoning district. The establishment of RP-D #63 was approved in 2000 and was intended to allow for a small-lot development at this location. The small-lot design would not be allowed under traditional zoning districts such as R-1, R-2, etc.

Traffic/Circulation

- C) The project site is located at the northeast corner of Bellevue Road and Barclay Way (Attachment B of Planning Commission Staff Report #22-122). A series of local streets exist within the subdivision. The traffic study for the Merced Vision 2030 General Plan included an analysis for this site as a residential development. Because the site is being reverted back to the original land use, there would be no impacts beyond what was already analyzed by the General Plan and the adjacent roadways would continue to operate at a Level of Service (LOS) D or better.

However, when the site was changed to a commercial use in 2011, a condition was included that this property would be responsible for installing a right-turn lane from Bellevue Road onto G Street. This requirement remains with this proposed development (see Condition #11).

The site is also located near alternative transportation opportunities. The City's bicycle trail system is easily accessible from the site via Bellevue Road to G Street and M Street, and on Barclay Way. A transportation hub will soon be constructed at M Circle providing access to the Bus system as well as the UC Merced's Cat Tracks system. Additionally, the site provides pedestrian access throughout the subdivision and easy access with signalized intersections to travel south by bicycle or walking.

Public Improvements/City Services

- D) The streets, sidewalks, and underground utilities within the project area were constructed in 2007. However, only a partial notice of completion was issued by the City. This means the City has not accepted all the improvements previously installed. The developer would be required to repair/replace any damaged or missing improvements and bring any improvements into compliance with accessibility requirements (Condition #10). Additionally, the landscaping around the exterior of the subdivision wall has died and would have to be replaced (Condition #22).

The developer would be required to pay the required Public Facilities Impact Fees with the construction of each home to help fund citywide improvement needs, such as road improvements, traffic signals, bridges, etc. There are no off-site improvements required with this development.

Building Design

- E) The proposed homes would be consistent with the homes approved for the east half of the Paseo Subdivision through Site Plan Application #484 and subject to the conditions of Site Plan Review #484 (refer to Site Plan Application #484 at Attachment E of Planning Commission Staff Report #22-122 and the floor plans and elevations of the homes at Attachment H of Planning Commission Staff Report #22-122). There are four different floor plans, each with three different elevation options. Each plan is a two-story home that would include 4 bedrooms and a two-car garage. Condition #2 requires the development to be consistent with the design standards and building elevations approved for RP-D #63 with Site Plan Review #484.

Site Design

- F) The site design for each home would be required to be consistent with the Design Standards for RP-D #63 (Attachment F of Planning Commission Staff Report #22-122). These standards require a 7-foot front yard setback, 2.5' rear yard setback, and a 3' side yard setback. Additionally, each lot must provide 3 parking spaces which may include the garage and on-street parking and no side-yard fencing is allowed if there is less than a 5-foot setback between the buildings. Condition #2 requires the development to be consistent with the design standards and building elevations approved for RP-D #63 with Site Plan Review #484.

Because the project site includes areas that are not going to be developed as single-family homes (alleys, pedestrian paths, etc.), Condition #12 requires a

Homeowner's Association (or approved alternative) to be formed to ensure maintenance of any areas not covered by the Community Facilities District, such as alleys, parking lots, and landscaping, or by the private homeowners.

Parking

- G) Typically, single-family dwellings are required to provide one off-street parking space outside of the required setback area. Generally, new homes provide this space with the garage. The design standards for RP-D #63 require that each dwelling provide a minimum of 3 parking spaces, including the garage and on-street parking. Each home design includes a two-car garage, so two of the required spaces would be provided in the garage and one space could be provided on the street. The subdivision currently has been striped to allow parking on the street. The alleys are considered fire lanes and no parking would be allowed in the alleyways (Condition #14).

Landscaping

- H) Each lot would be required to provide landscaping in compliance with Zoning Ordinance Section 20.36 which requires that all exterior yard setback areas, excluding driveways to be landscaped.

Because the landscaping around the exterior of the subdivision has died, Condition #22 requires the landscaping to be replaced as each lot that has frontage along the exterior block wall is developed.

Neighborhood Impact/Interface

- I) Currently, there are six homes constructed within the subdivision. They are generally located at the northwest corner of Bellevue Road and G Street. The proposed development would be consistent with the existing homes and the homes approved to be constructed in the eastern half of the Paseo subdivision. Because the majority of the area is vacant, there is not expected to be any impacts on the existing neighborhood. The project site would be developed either concurrently with the rest of the subdivision or shortly after completion of the eastern half of the subdivision.

Public hearing notices were sent to all property owners within 300 feet of the project site. At the time of this report, no comments have been received.

Land Use/Density Issues

- J) The proposed multi-family development would have a density of 7 units/acre (gross). This density is consistent with the Low-Medium Density (LMD) Residential General Plan designation.

Design Standards for Residential Planned Development (RP-D) #63

- K) As previously discussed, specific standards have been established for Residential Planned Development (RP-D) #63. Minor modifications to these standards were approved by the Site Plan Review Committee with Site Plan Review Application #484. The proposed development is required to adhere to these standards (Condition #2). The standards are shown in the table below.

Standard	Requirement
Setbacks	7' front yard 2.5' rear yard (25' between buildings with alleys) 3' side yards
Building Heights	35' Maximum
Distance Between Buildings	6' house side to house side 25 rear to rear at alleys
Lot coverage	67%
Building Densities	1 unit/lot
Parking Required	3 spaces per lot (garage & on-street)
Landscaping Requirements	All Plan material appropriate for Sunset Zones 8 & 9, focus on low water plants, programmable automatic controllers; mixed species trees; reduced water & maintenance focus for turf.

Environmental Clearance

- L) The Planning staff has conducted an environmental review of the project in accordance with the requirements of the California Environmental Quality Act (CEQA), and concluded that Environmental Review #21-47 is a second tier environmental document, based upon the City's determination that the proposed development remains consistent with the Environmental Impact Report (EIR) prepared for the *Merced Vision 2030 General Plan (SCH#2008071069)* and CEQA Guidelines, Section 15162. A copy of the Section 15162 Findings can be found at Attachment I of Planning Commission Staff Report #22-122.