

CITY OF MERCED
Site Plan Review Committee

MINUTES

Planning Conference Room
2nd Floor Civic Center
Thursday, February 8, 2018

Acting Chairperson ESPINOSA called the meeting to order at 1:36 p.m.

ROLL CALL

Committee Members Present: Planning Manager Espinosa (for Director of Development Services McBride), Acting City Engineer Son, and Acting Assistant Chief Building Official Frazier

Committee Members Absent: None

Staff Present: Planner/Recording Secretary Mendoza-Gonzalez

1. **MINUTES**

M/S FRAIZER - SON, and carried by unanimous voice vote, to approve the Minutes of January 18, 2018, as submitted.

3. **COMMUNICATIONS**

None.

4. **ITEMS**

- 4.1 Site Plan Application #419, submitted by Golden Valley Health Centers, property owner, to construct a new 2-story medical office (approximately 27,000 s.f.) at 3940 Sandpiper Avenue, within an Office Commercial (C-O) Zone.

Planner MENDOZA-GONZALEZ reviewed the application for this item. For further information, refer to Draft Site Plan Review Committee Resolution #419. The applicant and his associates were in attendance to answer questions from the Committee.

Site Plan Review Committee Minutes

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February 8, 2018

Acting Chairperson ESPINOSA opened and closed the Public Hearing at 1:45 p.m., as there were no comments from the public.

M/S FRAZIER - SON, and carried by the following vote, to adopt a Categorical Exemption regarding Environmental Review #18-04, and approve Site Plan Application #419, subject to the Findings and twenty-four (24) conditions set forth in the Draft Resolution #419:

AYES: Committee Members Frazier, Son, and Acting Chairperson Espinosa

NOES: None

ABSENT: None

5. **INFORMATION ITEMS**

5.1 Calendar of Meetings/Events

There was no discussion regarding the calendar of meetings/events.

6. **ADJOURNMENT**

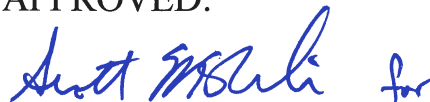
There being no further business, Acting Chairperson ESPINOSA adjourned the meeting at 1:53 p.m.

Respectfully submitted,



Francisco Mendoza-Gonzalez, Secretary
Merced City Site Plan Review Committee

APPROVED:



Kim Espinosa, Acting Chairperson/
Planning Manager

Merced City Site Plan Review Committee

CITY OF MERCED
SITE PLAN REVIEW COMMITTEE
RESOLUTION #419

<u>Golden Valley Health Centers</u> APPLICANT	<u>Construct a new 2-story medical office (approximately 27,000 s.f.) for Golden Valley Health Centers.</u> PROJECT
<u>7535 N. Palm Ave., Ste. 201</u> ADDRESS	<u>3940 Sandpiper Avenue</u> PROJECT SITE
<u>Fresno, CA 93711</u> CITY/STATE/ZIP	<u>231-200-004</u> APN
<u>(559) 437-0887</u> PHONE	<u>Office Commercial (C-0)</u> ZONING

In accordance with Chapter 20.68 of the Merced City Zoning Ordinance, the Site Plan Review Committee reviewed and administratively approved Site Plan Application #419 on February 8, 2018, submitted by Golden Valley Health Centers, property owner, to construct a new 2-story medical office (approximately 27,000 s.f.) at 3940 Sandpiper Avenue, within an Office Commercial (C-O) Zone. Said property being more particularly described as Parcel 4 as shown on the map entitled "Parcel Map for V&S Real Estate Investments, LLC.," recorded in Book 115 of Page 21 of Merced County Records; also known as Assessor's Parcel Number (APN) 231-200-004.

WHEREAS, the proposal is exempt from the California Environmental Quality Act (CEQA) as a second tier environmental document, based upon the City's determination that the proposed development remains consistent with the current General Plan and provisions of CEQA Guidelines, in accordance with Section 15162 (Exhibit H); and,

WHEREAS, the Merced City Site Plan Review Committee makes the following Findings:

- A) The Project complies with the General Plan designation of Office Commercial (CO) and the Zoning designation of Office Commercial (C-O).
- B) The Project is consistent with General Plan Amendment #12-03, Zone Change #416, and Revision #5 to the Northeast Yosemite Specific Plan previously approved for this site (see Condition #3 and Exhibit E).
- C) General Plan Amendment #12-03, Zone Change #416, and Revision #5 to the Northeast Yosemite Specific Plan were approved for this site on May 6, 2013. As such, this Project is exempt from the Post Construction Standards for the City's MS IV Permit.

- D) The Northview Office Center was recently split into multiple parcels through Resolution #942 regarding Lot Split #16-03 (Exhibit F). With that approval, the property owner was required to record a reciprocal easement for utility lines, access, parking, and lighting (as was required in the conditions of approval by Condition #21 from General Plan Amendment #12-03, Zone Change #416, and Revision #5 to the Northeast Yosemite Specific Plan).
- E) This proposal includes the construction of a 2-story medical office that is generally 30 feet tall with decorative architectural features reaching a height of 45 feet. The proposed site plan includes a 27,000-square-foot medical office, an outdoor plaza, bike racks, and bike lockers. The building exterior consists of cement plaster walls, plaster trim, metal siding, limestone porcelain veneer, and aluminum window shades. The building colors are neutral (beige/brown/blue) and consistent with the other office currently being constructed within the Northview Office Center.
- F) Merced Municipal Code Table 20.10-2 *Development Standards for Commercial Zones*, Note [3], states that the Site Plan Review Committee may establish the maximum height allowed for a commercial building adjacent to a residential zone. The Site Plan Review Committee has reviewed this Project and is of the opinion that the proposed 45-foot-tall building is appropriate for this site, given that the top of the second floor is generally 30 feet tall and the structures above that height are generally decorative architectural features.
- G) The parking requirement for a medical office building is one space for every 250 square feet of building area. The proposed 27,000-square-foot medical office building requires 108 parking spaces. The proposed parking lot includes 131 parking spaces, which exceeds the minimum parking requirements for this use. Parking lot trees at a ratio of one tree for every six parking spaces are also required (Condition #13).
- H) The Project site is subject to the North Merced Sign Ordinance. For properties within a Commercial Office (C-O) Zone, a building or office complex is permitted an identification sign of 4 square feet. However, with approval of an Administrative Conditional Use Permit, a building could be allowed $\frac{1}{4}$ square foot of signing for each lineal foot of building frontage up to a maximum of 25 square feet. The sign area could be increased to 37.5 square feet for the following qualifiers: 1) a building with two or more usable stories; 2) a single-story building with one hundred feet or more of frontage; or 3) an office complex. An office complex or tenant within an office building could also qualify for a monument sign. Based on Qualifier No. 1, this site may have up to 37.5 square feet of signage (Condition #9).
- I) A Public Hearing Notice was circulated in the newspaper and mailed to adjacent residential property owners at least 10 days before the public hearing, in accordance with MMC Section 20.68.050.E and MMC Chapter 20.70. Staff did

not receive any public comments for this project as of the time that this report was prepared (2/1/2018).

- J) If the amount of medical uses within the Northview Office Center exceeds 71,800 square feet, a new traffic study and parking analysis may be required, at the discretion of the Director of Development Services (per Condition #27 in the Conditions of Approval from General Plan Amendment #12-03, Zone Change #416, and Revision #5 to the Northeast Yosemite Specific Plan). This is the second medical building reviewed for this office center. The first medical building approved for the Northview Office Center is 35,000 square feet. Together, that medical building and this medical building total 62,000 square feet.
- K) The subject site has a concrete block wall along the southern property line, between the proposed office building and the subdivision to the south, as is required under the Conditions of Approval for General Plan Amendment #12-03, Zone Change #416, and Revision #5 to the Northeast Yosemite Specific Plan.
- L) The proposed Landscape Plan (Exhibit C) includes landscaping and fast growing trees along the southern property line as required under the Conditions of Approval from General Plan Amendment #12-03, Zone Change #416, and Revision #5 to the Northeast Yosemite Specific Plan.

NOW, THEREFORE, BE IT RESOLVED that the Merced City Site Plan Review Committee does approve Site Plan Application #419 subject to the following conditions:

- 1) The site shall be constructed as shown on Exhibit B (site plan), Exhibit C (landscape plan), and Exhibit D (elevations), except as modified by the conditions of approval within this resolution.
- 2) All conditions contained in Site Plan Review #79-1 – Amended (“Standard Conditions for Site Plan Review Application”) shall apply.
- 3) The Project shall comply with all relevant conditions of approval from General Plan Amendment #12-03, Zone Change #416, and Revision #5 to the Northeast Yosemite Specific Plan previously approved for the project site. The Project shall also comply with all terms and conditions of the Developer Agreement (Exhibit G) for the previously referenced projects dated May 6, 2013 and all mitigation measures outlined in Initial Study #12-35.
- 4) The Project shall comply with the conditions of approval from Resolution #941 for Lot Split #16-03.
- 5) All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply, including, but not limited to, the California Building Code and Fire Codes.
- 6) 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, 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 developer/applicant 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.
- 7) 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.
 - 8) All plans and supporting documents submitted for Building Permit review shall comply with the most recently adopted version of the California Building Code.
 - 9) All signing shall comply with the North Merced Sign Ordinance. With approval of Site Plan #419, an increase in sign area for each tenant in compliance with Merced Municipal Code Section 17.36.660 is granted. Each tenant shall be eligible for up to ¼-square-foot of signing for each linear foot of building frontage up to a maximum of 25 square feet in compliance with MMC Section 17.36.660 (E) or up to a maximum of 37.5 square feet of signing if in compliance with MMC Section 17.36.660 (G).
 - 10) Only non-illuminated signs shall be allowed on the southern elevation of the 2-story building, per Exhibit E previously approved for this site.
 - 11) Appropriate turning radii shall be provided within the parking areas to allow for Fire Department and refuse truck access.
 - 12) Parking lot and building lighting shall be shielded or oriented in a way that does not allow "spill-over" onto adjacent lots in compliance with the California Energy Code requirements.
 - 13) Parking lot trees shall be installed per the City's Parking Lot Landscape Standards. Trees shall be a minimum of 15-gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree

- list). Trees shall be installed at a ratio of at least one tree for each six parking spaces. In addition, street trees shall be planted as required by City Standards.
- 14) Irrigation for all on-site landscaping shall be provided by a drip system or micro-spray system in accordance with the State's Emergency Regulation for Statewide Urban Water Conservation or any other State or City mandated water regulations.
 - 15) The on-site landscape design shall include the use of xeriscape landscaping and avoid the use of turf as much as possible.
 - 16) All mechanical equipment shall be screened from public view.
 - 17) Any retail uses allowed as an accessory use or otherwise, shall be limited in hours to be open no later than 10:00 p.m., per Condition #28 of Exhibit E.
 - 18) Based on the proposed use and size of the building, the applicant should provide short-term bicycle parking spaces equivalent to 8% of required parking spaces and long-term bicycle parking spaces equivalent to 8% of required parking spaces. In addition, the bicycle parking spaces should meet the City's design standards for bicycle racks, including racks with covered shelters. Based on the required 108 parking spaces, the applicant should provide 9 short-term and 9 long-term bicycle parking spaces. Details to be worked out with Planning staff at the building permit stage.
 - 19) The developer shall use proper dust control procedures during site development in accordance with San Joaquin Valley Air Pollution Control District rules.
 - 20) The applicant shall comply with Merced County Health Department requirements and obtain all necessary permits.
 - 21) As required by Merced Municipal Code Section 17.04.050 and 17.04.060, full public improvements shall be installed/repared if the permit value of the project exceeds \$85,000.00. Public improvements may include, but not be limited to, repairing/replacing the sidewalk, curb, gutter, street corner ramp(s), and other relevant City of Merced/State/Federal standards and regulations.
 - 22) The premises shall remain clean and free of debris and graffiti at all times.
 - 23) All landscaping shall be kept healthy and maintained, and any damaged or missing landscaping shall be replaced immediately.
 - 24) The applicant shall work with the City's Refuse Department to determine the best location for the refuse enclosure and to determine if recycling containers would be required. A double trash enclosure may be required. All refuse containers shall be located within a refuse enclosure constructed per City Standards.

If there are any questions concerning these conditions and recommendations, please contact Francisco Mendoza-Gonzalez at (209) 385-6858.

2-8-18

DATE



Francisco Mendoza-Gonzalez

Planner
TITLE

Exhibits

- A) Location Map
- B) Site Plan
- C) Landscape Plan
- D) Elevations
- E) Conditions of Approval from GPA #12-03, ZC #416, and Revision #5 to NE Yosemite Specific Plan and Mitigation Monitoring Program from Developer Agreement (Exhibit G)
- F) Lot Split Resolution #941
- G) Developer Agreement
- H) CEQA Section 15162 Finding



Mercy Medical Center

Cruickshank Middle School

MERCY

Office Under Construction

Subject Site
(Proposed Golden Valley
Health Centers Medical Office)

COMMUNITY COLLEGE EAST

Merced College

SANDPIPER

BOBOLINK

Single-Family Homes

NIGHTINGALE

HUMMINGBIRD

REDWING

MANSIONETTE

EXHIBIT A

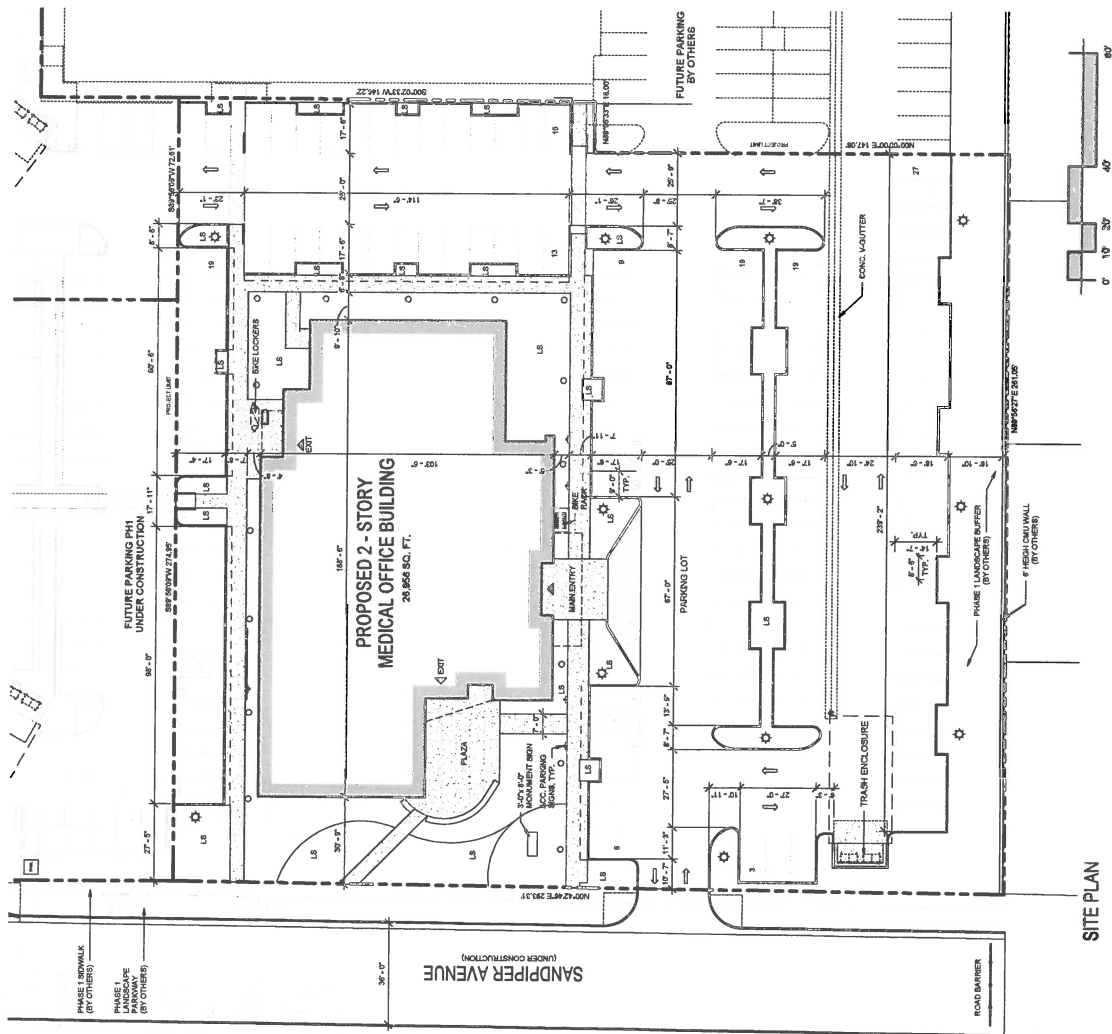
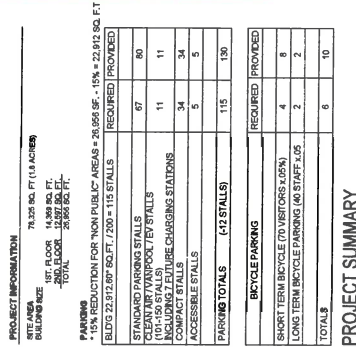
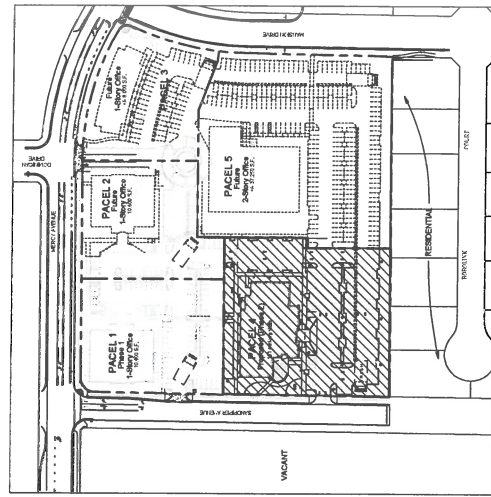
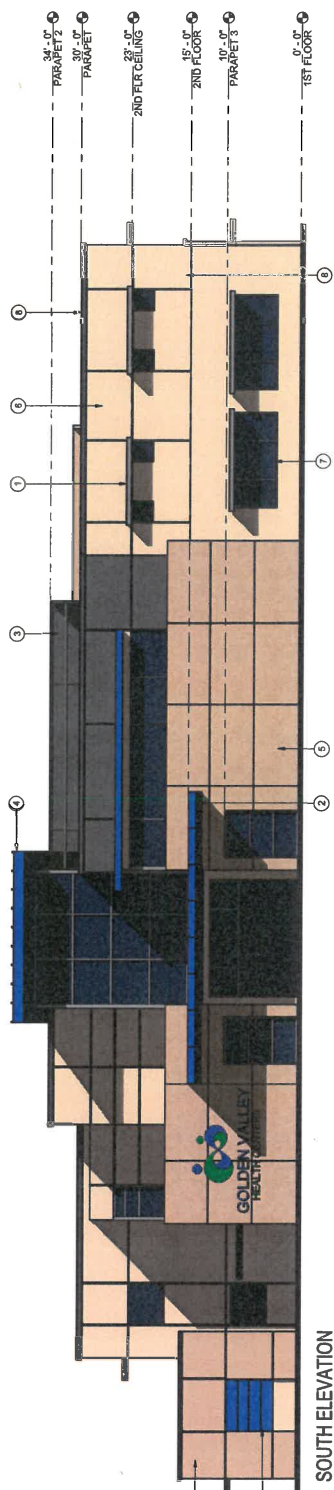
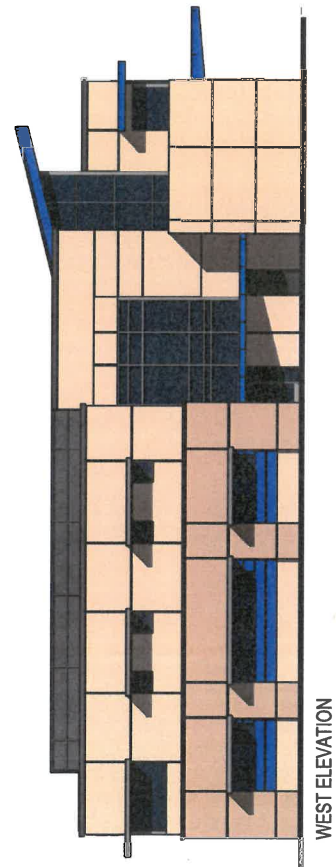


EXHIBIT C

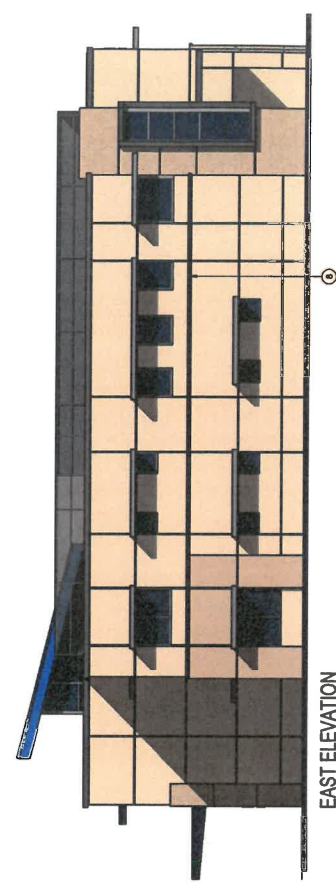
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COUNTY OF MERCED



SOUTH ELEVATION



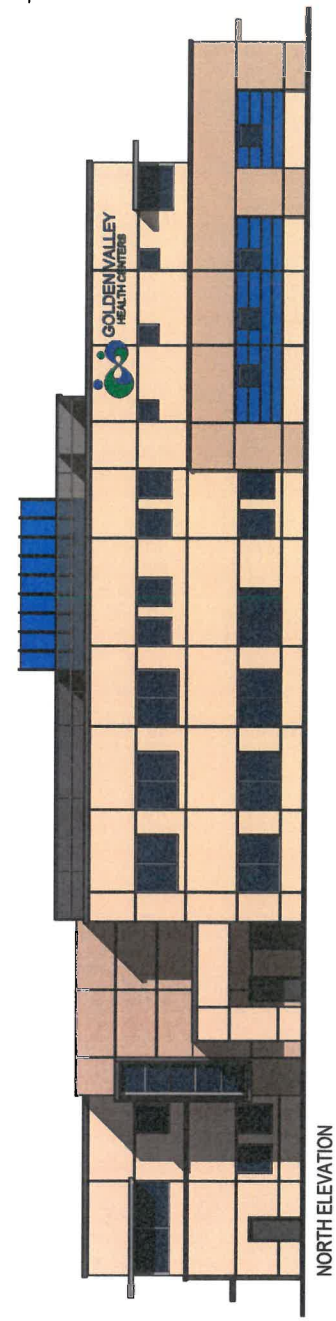
WEST ELEVATION



EAST ELEVATION

KEYNOTES

1. ALUMINUM WINDOW SHADE
2. ACH PANELING
3. PREFORMED METAL SIDING - ASP SPAN, SPAN LOK REGAL BLUE
4. STANDING SEAM METAL ROOF - ASP SPAN, SPAN LOK REGAL BLUE
5. LIMESTONE PORCELAIN VENEER
6. CEMENT PLASTER - EARLY PCC-10
7. ALUMINUM STOREFRONT SYSTEM
8. PLASTERED TRIM
9. CEMENT PLASTER - BENJAMIN MOORE DORSET GOLD



NORTH ELEVATION

EXHIBIT D

CONDITIONS OF APPROVAL
General Plan Amendment #12-03;
Zone Change #416; and,
Revision #5 to the NE Yosemite Specific Plan

- 1) The proposed project shall be constructed/designed as shown on Exhibit 1 (site plan) and in compliance with the height specified in Exhibit 2 (elevations) -- Attachments B and C, except as modified by the conditions.
- 2) The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as applied by the City Engineering Department.
- 3) All other applicable codes, ordinances, policies, etc., adopted by the City of Merced shall apply.
- 4) Approval of the General Plan Amendment and Zone Change is subject to the applicant's entering into a written (developer) 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.
- 5) 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, 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 developer/applicant 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.

- 6) 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.
- 7) Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space. CFD procedures shall be initiated before the first building permit is issued. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.
- 8) Due to the City's inter-face regulations (MMC Section 20.52), a conditional use permit shall be required prior to the construction of all buildings.
- 9) The project shall comply with all mitigation measures outlined in Initial Study #12-35 (Attachment R) and Exhibit B of the Planning Commission Resolution (Attachment S).
- 10) All signs shall comply with the North Merced Sign Ordinance and Section 20.20 (Commercial Office Zone) of the City's Zoning Ordinance.
- 11) The applicant shall construct all improvements per City Standards along the property frontage on both the east and west sides of Sandpiper Avenue. The east side of Sandpiper Avenue shall include sidewalk, curb and gutter, and a travel lane. The west side shall include curb and gutter and the travel lane only. The developer shall be eligible for reimbursement for the west half of the improvements per Merced Municipal Code Section 17.58.030 and

- 17.58.040. Sandpiper Avenue to be constructed along the full property frontage with the first phase of construction. (Mitigation Measure – Transportation/Traffic #1)
- 12) A right turn lane shall be provided at the intersection of Sandpiper Avenue and Mercy Avenue. Additional right-of-way dedication may be needed along Sandpiper Avenue to allow the construction of the turn lane. If the City Engineer determines additional right-of-way is needed, the developer shall provide the dedication prior to beginning construction on any building. (Mitigation Measure – Transportation/Traffic #5)
 - 13) Mercy Avenue shall be widened and re-stripped to provide a continuous Two-Way left Turn (TWLT) along the school frontage. This improvement shall be provided with the first phase of construction. (Mitigation Measure – Transportation/Traffic #4)
 - 14) The installation of the sidewalk, curb and gutter along the entire frontage of the property along Mansionette Drive shall be installed with the first phase of construction. (Mitigation Measure – Transportation/Traffic #1)
 - 15) Any missing or damaged improvements along the property frontage on Mercy Avenue shall be installed/repared with the first phase of construction. (Mitigation Measure – Transportation/Traffic #1)
 - 16) Install solar powered speed detection signs along Mansionette. A sign shall be posted for both northbound and southbound traffic. (Mitigation Measure – Transportation/Traffic #3)
 - 17) The approval of this General Plan Amendment, Zone Change, and Specific Plan Revision allows all principally permitted and accessory uses within a Commercial Office (C-O) zone (MMC 20.20). Accessory uses include incidental services, such as restaurants, pharmacies, and retail sales to serve occupants and patrons of the principally permitted uses, when conducted and entered from within the building group, provided there is no exterior display or advertising.
 - 18) Conditional uses listed in Merced Municipal Code Section 20.20.040 are allowed with the approval of a Conditional Use Permit with the exception of mortuaries, crematories, bail bonds businesses, and R-4 residential uses which are precluded by the Conditional Zoning as proposed and agreed to by the applicant and as spelled out in the Developer Agreement per Condition #4 .

- 19) Appropriate turning radii shall be provided within the parking areas to allow for Fire Department and refuse truck access. (Mitigation Measure – Public Services #1)
- 20) Parking lot trees shall be installed per the City's Parking Lot Landscape Standards. Trees shall be a minimum of 15-gallons, and be of a type that provides a 30-foot minimum canopy at maturity (trees shall be selected from the City's approved tree list). Trees shall be installed at a ratio of at least one tree for each six parking spaces.
- 21) If the property is split into multiple parcels, owners shall be required to record joint access and parking easements allowing free vehicular access and parking between parcels. Such easements shall be recorded as part of any parcel map or conditional use permit approval.
- 22) A minimum 6-foot high concrete block wall shall be installed along the southern property line between this parcel and the residences along the north side of Bobolink Court. The wall could be raised to 7-feet 4-inches if a majority of the residents agree to the increased height prior to construction.
- 23) Sufficient parking shall be provided with each phase to accommodate the uses within that phase per MMC 20.58. If all the uses within a phase are medical office uses, additional parking may be needed to accommodate those uses. It shall be the developer's responsibility to install all required parking necessary for each use prior to occupancy of each building.
- 24) Pedestrian access between buildings and to the public sidewalk shall be provided. This may be done through the use of special paving or other markings to indicate the pedestrian path of travel and shall be provided with each phase of construction. Details shall be worked out at the Conditional Use Permit stage.
- 25) The landscaping, including all trees, along the southern property line shall be installed with the first phase of construction. The trees in this area shall be a minimum 24-inch box trees and shall consist of a fast-growing tree species that will substantially shield the view from the office buildings into the residential lots to the south. No certificates of occupancy shall be issued until this landscaping is installed. The installation of the landscaping includes the construction of the block wall required in Condition #22.
- 26) Only non-illuminated signs shall be allowed on the southern elevation of the two-story buildings (Phases B and C) to prevent any spill-over onto the adjacent residential lots.

- 27) If the amount of the medical uses exceeds 71,800 square feet as shown on Exhibit A (Attachment B of Staff Report #13-08), a new traffic study and parking analysis may be required at the discretion of the Development Services Director.
- 28) Any retail uses allowed as an accessory use or otherwise shall be limited in hours to be open no later than 10:00 p.m.
- 29) Bicycle racks shall be provided throughout the development. A minimum ratio equal to 5% of the vehicular parking spaces shall be provided with each phase.
- 30) The developer shall work with the City's Refuse Department to appropriately place all refuse containers. Approval of these locations shall be included at the Conditional Use Permit stage.
- 31) The building design shall be approved at the Conditional Use Permit stage. At that time, full elevations, materials, and details on any other design elements shall be provided.
- 32) All necessary parcel maps shall be approved prior to any building permits being issued.
- 33) Parking lot lighting shall be shielded or oriented in a way that does not allow "spill-over" onto adjacent lots in compliance with the California Energy Code requirements. Any lighting on the building shall be oriented to shine downward and not spill-over onto adjacent properties.
- 34) If the City Engineer determines additional right-of-way is needed on Mercy Avenue, the developer shall dedicate a maximum 10-foot wide strip of land along the entire property frontage on Mercy Avenue. If the City Engineer determines less than a 10-foot wide strip is needed, only the width required for public use shall be required for dedication. In return, the City shall work with the developer to insure the size of the buildings is not reduced.
- 35) A gate shall be installed at the Mercy Avenue driveway and shall automatically close during the hours traffic to Cruickshank Middle School is at its peak (i.e., during the hours students are being dropped off for school and picked up after school). When school is not in session (during the summer or during extended vacation periods), the gate may remain open during the peak hours. The gate shall be equipped with a knock box to allow fire department access when the gate is closed. The gate shall be setback from the street to allow for sufficient vehicle stacking. The location and design of the gate shall be approved at the Conditional Use Permit stage.

ENVIRONMENTAL REVIEW #12-35

Mitigation Monitoring Program

MITIGATION MONITORING CONTENTS

This mitigation monitoring program includes a brief discussion of the legal basis and purpose of the mitigation monitoring program, a key to understanding the monitoring matrix, a discussion of noncompliance complaints, and the mitigation monitoring matrix itself.

LEGAL BASIS AND PURPOSE OF THE MITIGATION MONITORING PROGRAM

Public Resource Code (PRC) 21081.6 requires public agencies to adopt mitigation monitoring or reporting programs whenever certifying an environmental impact report or mitigated negative declaration. This requirement facilitates implementation of all mitigation measures adopted through the California Environmental Quality Act (CEQA) process.

The City of Merced has adopted its own "Mitigation Monitoring and Reporting Program" (MMC 19.28). The City's program was developed in accordance with the advisory publication, *Tracking CEQA Mitigation Measures*, from the Governor's Office of Planning and Research.

As required by MMC 19.28.050, the following findings are made:

- 1) The requirements of the adopted mitigation monitoring program for the General Plan Amendment #12-03/Zone Change #416/Specific Plan Revision #5 to the NE Yosemite Specific Plan shall run with the real property. Successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted program.
- 2) Prior to any lease, sale, transfer, or conveyance of any portion of the subject real property, the applicant shall provide a copy of the adopted program to the prospective lessee, buyer, transferee, or one to whom the conveyance is made.

MITIGATION MONITORING PROCEDURES

In most cases, mitigation measures can be monitored through the City's construction plan approval/plan check process. When the approved project plans and specifications, with mitigation measures, are submitted to the City Development Services Department, a copy of the monitoring checklist will be attached to the submittal. The Mitigation Monitoring Checklist will be filled out upon project approval with mitigation measures required. As project plans and specifications are checked, compliance with each mitigation measure can be reviewed.

In instances where mitigation requires on-going monitoring, the Mitigation Monitoring Checklist will be used until monitoring is no longer necessary. The Development Services Department will be required to file periodic reports on how the implementation of various mitigation measures is progressing or is being maintained. Department staff may be required to conduct periodic inspections to assure compliance. In some instances, outside agencies and/or consultants may be required to conduct necessary periodic inspections as part of the mitigation monitoring program. Fees may be imposed per MMC 19.28.070 for the cost of implementing the monitoring program.

GENERAL PLAN MITIGATION MEASURES

As a second tier environmental document, Initial Study #12-35 incorporates some mitigation measures adopted as part of the *Merced Vision 2030 General Plan Program Environmental Impact Report* (SCH# 2008071069), as mitigation for potential impacts of the Project.

NONCOMPLIANCE COMPLAINTS

Any person or agency may file a complaint asserting noncompliance with the mitigation measures associated with the project. The complaint shall be directed to the Director of Development Services in written form providing specific information on the asserted violation. The Director of Development Services shall cause an investigation and determine the validity of the complaint. If noncompliance with a mitigation measure has occurred, the Director of Development Services shall cause appropriate actions to remedy any violation. The complainant shall receive written confirmation indicating the results of the investigation or the final action corresponding to the particular noncompliance issue. Merced Municipal Code (MMC) Sections 19.28.080 and 19.28.090 outline the criminal penalties and civil and administrative remedies which may be incurred in the event of noncompliance. MMC 19.28.100 spells out the appeals procedures.

MONITORING MATRIX

The following pages provide a series of tables identifying the mitigation measures proposed specifically for General Plan Amendment #12-03, Zone Change #416, and Specific Plan Revision #5 to the NE Yosemite Specific Plan. The columns within the tables are defined as follows:

Mitigation Measure:	Describes the Mitigation Measure (referenced by number).
Timing:	Identifies at what point in time or phase of the project that the mitigation measure will be completed.
Agency/Department Consultation:	This column references any public agency or City department with which coordination is required to satisfy the identified mitigation.
Verification:	These columns will be initialed and dated by the individual designated to verify adherence to the project specific mitigation.

**General Plan Amendment #12-03/Zone Change #416/Specific Plan Revision #5 to the NE Yosemite Specific Plan
Mitigation Monitoring Checklist**

Project Name: _____ File Number: _____
Approval Date: _____ Project Location: _____
Brief Project Description: _____

The following environmental mitigation measures were incorporated into the Conditions of Approval for this project in order to mitigate identified environmental impacts to a level of insignificance. A completed and signed checklist for each mitigation measure indicates that this mitigation measure has been complied with and implemented, and fulfills the City of Merced's Mitigation Monitoring Requirements (MMC 19.28) with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).

Impact No.	Impact	Mitigation No.	Mitigation Measures	Level of Significance		Monitoring Program
				Before Mitigation	After Mitigation	
A-4 - Aesthetics	Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.	MM - Aesthetics 1	The project as a whole and each individual building will be required to conform to the California Energy Code regarding lighting and to avoid "spillage" onto adjacent properties.	Significant	Less Than significant	The Inspection Services Department will monitor compliance during the plan review process for each building and the site.
C-2 - Air Quality	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	MM - Air Quality 1	Prepare and implement a Dust control Plan to comply with SJVAPCD Regulation VIII Requirements to control construction emissions of PM ₁₀ .	Significant	Less than Significant	The Inspection Services Department will monitor compliance during the construction of the buildings.

Impact No.	Impact	Mitigation No.	Mitigation Measures	Level of Significance		Monitoring Program
				Before Mitigation	After Mitigation	
E-2 - Cultural Resources	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5.	MM - Cultural Resources 1	If evidence of archaeological, cultural, or paleontological artifacts, or unique geological resources are discovered during construction, all operations within an area at and adjacent to the discovered site shall halt until a qualified archaeologist determines the extent of significance of the site.	Significant	Less than Significant	The Inspection Services Department and Planning Department will monitor compliance during the construction of the buildings.
E-3 Cultural Resources	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature					

Impact No.	Impact	Mitigation No.	Mitigation Measures	Level of Significance		Monitoring Program
				Before Mitigation	After Mitigation	
E-2 -- Cultural Resources	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5.	MM -- Cultural Resources 2	On-site preservation of a resource is the preferred alternative. Preserving a cultural deposit maintains the artifacts in context and may prevent inadvertent discovery of, or damage to, human burials. Preservation may be accomplished through a number of means such as capping or covering the site with a layer of soil, fencing the site area, and/or incorporation of the resource in a park area.	Significant	Less than Significant	The Inspection Services Department and Planning Department will monitor compliance during the construction of the buildings.
E-3 Cultural Resources	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature					

Impact No.	Impact	Mitigation No.	Mitigation Measures	Level of Significance		Monitoring Program
				Before Mitigation	After Mitigation	
E-4 Cultural Resources	Disturb any human remains, including those interred outside of formal cemeteries	MM - Cultural Resources 3	If human remains are discovered, no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the coroner determines that no investigation of the cause of death is required and if the remains are of Native America origin, the coroner will notify the Native American Heritage Commission, which in turn will inform a most likely descendant. The descendant will then recommend to the landowner appropriate disposition of the remains and any grave goods.	Significant	Less than Significant	The Inspection Services Department and Planning Department will monitor compliance during the construction of the buildings.

Impact No.	Impact	Mitigation No.	Mitigation Measures	Level of Significance		Monitoring Program
				Before Mitigation	After Mitigation	
K-1 Noise	Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies	MM - Noise 1	Grading and construction activity shall be limited to daylight hours (between 7 a.m. and 7 p.m.) in areas where noise sensitive receptors are located.	Significant	Less than Significant	The Inspection Services Department and Engineering Department will monitor compliance during the construction of the buildings.
		MM - Noise 2	No individual piece of equipment shall produce a noise level exceeding 83dBA at a distance of twenty-five feet from the source. If the device is housed within a structure on the property, the measurement shall be made outside the structure at a distance as close to twenty-five feet from the equipment as possible.	Significant	Less than Significant	The Inspection Services Department and Engineering Department will monitor compliance during the construction of the buildings.

Impact No.	Impact	Mitigation No.	Mitigation Measures	Level of Significance		Monitoring Program
				Before Mitigation	After Mitigation	
K-1 Noise (continued)	See above.	MM -- Noise 3	In noise sensitive areas, construction equipment, compressors, and generators shall be fitted with heavy duty mufflers specifically designed to reduce noise impacts.	Significant	Less than Significant	The Inspection Services Department and Engineering Department will monitor compliance during the construction of the buildings.
		MM -- Noise 4	The noise level at any point outside of the property plane of the project shall not exceed 86 dBA.	Significant	Less than Significant	The Inspection Services Department and Engineering Department will monitor compliance during the construction of the buildings.

Impact No.	Impact	Mitigation No.	Mitigation Measures	Level of Significance		Monitoring Program
				Before Mitigation	After Mitigation	
M-1 Public Services	The project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services					

Continued on next page.

Impact No.	Impact	Mitigation No.	Mitigation Measures	Level of Significance		Monitoring Program
				Before Mitigation	After Mitigation	
	Fire Protection	MM – Public Services 1	The site design shall meet all Fire Code and Merced City Fire Department standards for drive aisle widths and turning radii.	Significant	Less than Significant	The Inspection Services Department will monitor compliance during the plan review and construction phases of the buildings.
		MM – Public Services 2	All buildings over 5,000 square feet shall be provided with a fire sprinkler system and all necessary monitoring equipment.	Significant	Less than Significant	The Inspection Services Department will monitor compliance during the plan review of the buildings.
		MM – Public Services 3	If determined necessary by the City Fire Department, on-site fire hydrants shall be provided. Location of the hydrants shall be determined by the Fire Department.	Significant	Less than Significant	The Inspection Services Department will monitor compliance during the plan review of the buildings.
		MM – Public Services 4	The developer shall pay all required impact fees, including fees for the City's Public Facilities Financing Plan (PFFP) and the county-wide Regional Transportation Impact Fees (RTIF).	Significant	Less than Significant	The Planning Department will monitor compliance during the plan review of the buildings.

Impact No.	Impact	Mitigation No.	Mitigation Measures	Level of Significance		Monitoring Program
				Before Mitigation	After Mitigation	
	Fire Protection (continued)	MM – Public Services 5	The developer shall form a Community Facilities District (CFD) prior to construction of the project.	Significant	Less than Significant	The Planning Department will monitor compliance during the Plan Review stage.
M-1 Public Services	Police Protection	MM – Public Services 4	The developer shall pay all required impact fees, including fees for the City's Public Facilities Financing Plan (PFFP) and the county-wide Regional Transportation Impact Fees (RTIF).	Significant	Less than Significant	The Planning Department will monitor compliance during the plan review of the buildings.
		MM – Public Services 5	The developer shall form a Community Facilities District (CFD) prior to construction of the project.	Significant	Less than Significant	The Planning Department will monitor compliance during the Plan Review stage.

Impact No.	Impact	Mitigation No.	Mitigation Measures	Level of Significance		Monitoring Program
				Before Mitigation	After Mitigation	
M-1 Public Services	Schools	MM -- Public Services 6	The developer shall pay all school facilities fees as required by the Merced City School District and the Merced Union High School District prior to issuance of a building permit.	Significant	Less than Significant	The Inspection Services Department will monitor compliance prior to Building Permit issuance.
M-1 Public Services	Other Public Facilities	MM -- Public Services 4	The developer shall pay all required impact fees, including fees for the City's Public Facilities Financing Plan (PFFP) and the county-wide Regional Transportation Impact Fees (RTIF).	Significant	Less than Significant	The Planning Department will monitor compliance during the plan review of the buildings.
		MM -- Public Services 5	The developer shall form a Community Facilities District (CFD) prior to construction of the project.	Significant	Less than Significant	The Planning Department will monitor compliance during the Plan Review stage.

Impact No.	Impact	Mitigation No.	Mitigation Measures	Level of Significance		Monitoring Program
				Before Mitigation	After Mitigation	
N-1 Recreation	Increase the use of neighborhood and recreational parks or other such that substantial physical deterioration of the facility would occur or be accelerated	MM - Recreation 1	Prior to issuance of a building permit for this project, the developer shall pay all development fees including Public Facilities Impact Fees and for a Community Facilities District to support the ongoing maintenance of parks within the area.	Significant	Less than Significant	The Planning Department will monitor compliance during the Plan Review stage.
	Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	MM - Recreation 2	The project shall be responsible for constructing all required bicycle lanes along Mercy Avenue, Mansionette Drive, and Sandpiper Avenue. The construction of these lanes will further the City's goal to connect all paths and lanes throughout the City.	Significant	Less than Significant	The Inspection Services Department and Engineering Department will monitor compliance during the construction stage.

Continued on next page.

Impact No.	Impact	Mitigation No.	Mitigation Measures	Level of Significance		Monitoring Program
				Before Mitigation	After Mitigation	
O - 1	See above.	MM - Transportation/Traffic 2	Provide a crosswalk across Mercy Avenue between the project site and the medical center. Based on the projected traffic volumes, additional warning signs shall be installed with the crosswalk. Signage for the crosswalk shall include flashing LED pedestrian crossing signs. All signs shall be approved by the City of Merced and installed per City Standards.	Significant	Less than Significant	The Inspection Services Department and Engineering Department will monitor compliance during the construction stage.
		MM - Transportation/Traffic 3	Install solar powered speed detection signs along Mansionette. A sign shall be posted for both northbound and southbound traffic.	Significant	Less than Significant	The Inspection Services Department and Engineering Department will monitor compliance during the construction stage.

Continued on next page.

Continued on next page.

Impact No.	Impact	Mitigation No.	Mitigation Measures	Level of Significance		Monitoring Program
				Before Mitigation	After Mitigation	
O - 1 Transportation/ Traffic	See above.	MM - Transportation/ Traffic 5	The northbound Sandpiper Avenue approach could be re-configured to provide two lanes (i.e., a left + thru lane and a separate right turn lane). With this improvement, the approach would operate at LOS D.	Significant	Less than Significant	The Inspection Services Department and Engineering Department will monitor compliance during the construction stage.
O - 2 Transportation/ Traffic	Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roadways	MM - Transportation/ Traffic 1 - 5 above		Significant	Less than Significant	The Inspection Services Department and Engineering Department will monitor compliance during the construction stage.
P-7 Utilities and Service Systems	Comply with federal, state, and local statutes and regulations related to solid waste	MM - Utilities and Service Systems 1	The developer shall provide all necessary solid waste and recycling containers or facilities on-site as required by federal, state, and local regulations.	Significant	Less than Significant	The Inspection Services Department and Engineering Department will monitor compliance during the construction stage.

Certificate of Completion:

By signing below, the environmental coordinator confirms that the required mitigation measures have been implemented as evidenced by the Schedule of Tasks and Sign-Off Checklist, and that all direct and indirect costs have been paid. This act constitutes the issuance of a *Certificate of Completion*.

Environmental Coordinator

Date

CITY OF MERCED
Minor Subdivision Committee
Lot Split Application #16-03

RESOLUTION # 941

WHEREAS, the Merced City Minor Subdivision Committee met on October 12, 2016, to consider Lot Split Application #16-03, which would provide for the re-subdivision of an approximately 7.55-acre parcel into five separate commercial parcels ranging in size from 8,000 square feet to 37,250 square feet. This parcel is generally located at the on the southeast corner of Mercy Avenue and Mansionette Drive, Merced, California, APN 231-040-002; and,

WHEREAS, upon due public notice, a public hearing was conducted on above said date; and,

WHEREAS, said re-subdivision would create the five separate commercial parcels shown on Exhibit A.

WHEREAS, said Lot Split #16-03 has been reviewed by the Merced Minor Subdivision Committee and found to comply with the provisions of the Subdivision Ordinance and Lot Split Procedures, and finds the following:

1. The proposed minor subdivision complies with the currently adopted City of Merced General Plan designation of Commercial Office (CO) and the current Zoning designation of Commercial Office (C-O).
2. The City of Merced has conducted an environmental review of the proposed minor subdivision in accordance with the California Environmental Quality Act (CEQA) and has concluded this is a categorically exempt Class 15 project.

NOW, THEREFORE, BE IT RESOLVED that the Minor Subdivision Committee does approve Lot Split Application #16-03, submitted by Golden Valley Engineering on behalf of V & S Real Estate Investments, LLC, property owner, subject to the following conditions:

1. Survey monuments shall be set at all angle points and lot corners.
2. All construction and improvements, due as part of the building permit stage, shall be in accordance with zoning, building, and all other codes, ordinances, standards, and policies of the City of Merced.
3. Community Facilities District (CFD) formation is required for annual operating costs for police and fire services as well as storm drainage, public landscaping, street trees, street lights, parks and open space. CFD procedures shall be initiated prior to the recordation of any parcel map. Developer/Owner shall submit a request agreeing to such a procedure, waiving right to protest and post deposit as determined by the City Engineer to be sufficient to cover procedure costs and maintenance costs expected prior to first assessments being received.

4. Either prior to the sale of any parcel described herein, or within two years of the date of this resolution, whichever is sooner, an official parcel map shall be filed with the Merced County Recorder in accordance with Section 66410 et. seq. of the State of California Government Code (Subdivision Map Act). Any lawful extensions, if granted, would apply.
5. The Developer Agreement approved for General Plan Amendment #12-03 and Zone Change #413 shall be referenced on the Final Map as Document #2013-018023, recorded 5/16/2013.
6. Per Condition #11 of Exhibit C (Conditions of Approval) of the Developer Agreement, Sandpiper Avenue shall be constructed along the full property frontage with the first phase of construction.
7. Per Condition #13 of Exhibit C (Conditions of Approval) of the Developer Agreement, Mercy Avenue shall be widened and re-striped to provide a continuous Two-Way Left Turn (TWLT) along the school frontage with the first phase of construction.
8. Per Condition #14 of Exhibit C (Conditions of Approval) of the Developer Agreement, sidewalk, curb and gutter along the entire frontage of the property along Mansionette Drive shall be installed with the first phase of construction.
9. The existing 38-foot temporary drainage easement recorded with the Final Map for Mansionette Estates Unit 2 in Volume 52, Pages 31,32, and 33 of Merced County Records shall be abandoned with the recordation of the Final Map for this Lot Split.
10. The new 20-foot drainage easement proposed shall be dedicated with the Final Map for this Lot Split as shown on Exhibit A.
11. Covenants, Conditions, and Restrictions (CC&R's) shall be recorded concurrently with the map and shall be cross-referenced on the map. CC&R's shall include all necessary easements related to joint access, parking, lighting, utilities, and maintenance. Access points and path of travel from City streets to each parcel shall be clearly defined in the CC&R's. Joint access and parking easements shall allow free vehicular access and parking between all parcels. CC&R's shall be modified as needed to reflect any changes to the site plan.
12. In lieu of the CC&R's required by Condition #11, a reciprocal easement for all utility lines, access, parking, and lighting shall be recorded by separate document concurrently with the final map.
13. Each parcel shall be allowed only one domestic water service. Each parcel shall be provided with a water connection for fire suppression as required by the California Fire Code and may be allowed an additional connection for landscape purposes. If more than one connection on an individual parcel is needed for fire suppression and/or landscape purposes, the additional connection shall be approved by the City Engineering and Public Works Departments and shall be installed per City Standards.

October 12, 2016

14. The Project shall comply with the conditions of approval for General Plan Amendment #12-03, Zone Change #416, and Revision #5 to the Northeast Yosemite Specific Plan previously approved for this project [Exhibit C of Developer Agreement (Exhibit B)]. The project shall also comply with all terms and conditions of the Developer Agreement (Exhibit B) for the previously referenced projects dated May 6, 2013 and all mitigation measures outlined in Initial Study #12-35.
15. All property taxes due for this property shall be paid and proof of payment provided to the City of Merced prior to recordation of the Parcel Map.
16. The owner shall provide the City of Merced a "Parcel Map Guarantee Report" from a Title Company at least two weeks prior to recording the Parcel Map.
17. The owner shall pay all recording fees with a separate check made payable to the "Merced County Recorder's Office."
18. The property owner shall enter into a "Subdivision Drainage Agreement" with the Merced Irrigation District Improvement District No 1 (MIDDID No. 1), if applicable, and pay all fees as required by MID.

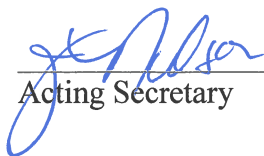
Upon motion by Acting Committee Member Nelson, seconded by Acting Committee Member Cardoso, and unanimously approved.

Adopted this 12th day of October, 2016.



Kim Espinosa for David Gonzalves,
Director of Development Services/Chairman,
Minor Subdivision Committee of the City of
Merced, California

ATTEST:



Acting Secretary

Exhibits

- A) Tentative Parcel Map
- B) Developer Agreement

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

2013-018023

5/16/2013



(Above for Recorder's Use Only)

DEVELOPER AGREEMENT

THIS AGREEMENT is made and entered into as of this 6 day of May 2013
by and between the City of Merced, a California Charter Law Municipal Corporation ("City")
and V & S Real Estate Investment, LLC, a California Limited Liability Company ("Owner").

WITNESSETH

WHEREAS, Owner has applied to the City for a General Plan amendment and zone
change for the property located generally on the south side of Mercy Avenue between the future
Sandpiper Avenue and Mansionette Drive, 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," and the Mitigation Measures set forth in Exhibit "D,"
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 Mitigation Measures set forth in Exhibit "D," 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 Conditional Commercial Office (C-O) and change the General Plan (City approval) in accordance with Exhibit "B."

6. The Owner agrees that the following uses shall be prohibited in compliance with the Conditional Zoning approved for the site: mortuaries, crematories, bail bonds businesses, and R-4 residential uses.

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

8. 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 the final map and issuance of building permits for project(s) subject to this Agreement on the property described in Exhibit "A."

9. 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."

10. 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.

11. 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.

12. 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.

13. 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.

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

15. 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.

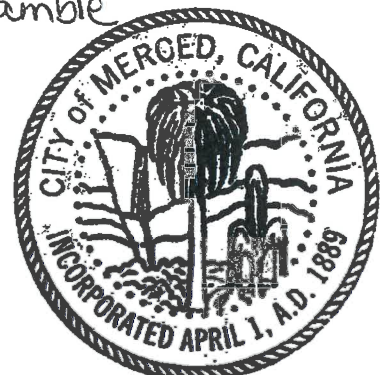
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Law Municipal Corporation

BY: John M. Bramble
City Manager
John M. Bramble

ATTEST:
JOHN M. BRAMBLE, CITY CLERK

BY: [Signature]
Assistant/Deputy City Clerk



APPROVED AS TO FORM:

BY: Ken Ryed 3/24/13
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

OWNER
V & S REAL ESTATE INVESTMENTS, LLC,
A California Limited Liability Company

BY: _____
Signature
Sidhardha Lakireddy
Print Name

Its: Managing Member

ADDRESS: 2040 Bancroft Way 301
Berkeley CA 94704

TELEPHONE: 510 900 5209

FAX: 510 550 2805

E-MAIL: sid@anchavalley.com

APPROVED AS TO FORM:

BY: Ker Ryzel 3/24/13
City Attorney Date

213485
ACCOUNT DATA:

BY: Russley R. Luf
Verified by Finance Officer

No funds to encumber. Wk 4/22/13
Wk 4/22/13

OWNER
V & S REAL ESTATE INVESTMENTS, LLC,
A California Limited Liability Company

BY: _____
Signature

Print Name

Its: Managing Member

ADDRESS: _____

TELEPHONE: _____

FAX: _____

E-MAIL: _____

ACKNOWLEDGMENT

State of California

County of Merced ~~ALAMEDA~~

On MAY 09, 2013, before me, Jeffrey C. Lee,
a Notary Public, Personally appeared SIDHARDHA LAKIRGOOY

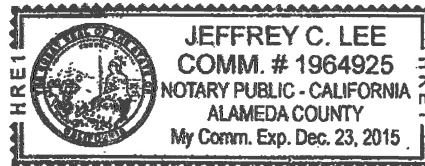
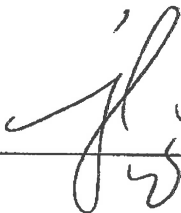
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), 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

Notary Public



(seal)

ACKNOWLEDGMENT

State of California

County of Merced

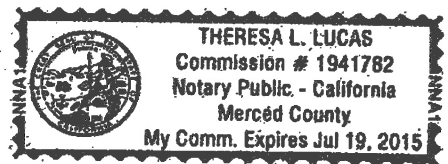
On May 14, 2013, before me, Theresa L. Lucas,
a Notary Public, Personally appeared John M. Bramble

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 Theresa L. Lucas
Notary Public



(seal)

Exhibit A
Legal Description .

Remainder F as shown on the map entitled "Mansionette Estates Unit 2" recorded in Volume 55, Page 13 of Merced County Records; also known as Assessor's Parcel Number (APN) 231-040-002.

**The California Environmental Quality Act
(CEQA) Section 15162 Findings:**

Application: Site Plan Review #419

Assessor Parcel Number or Location: Assessor's Parcel Number (APN): 231-200-004

Previous Initial Study/EIR Reference: This site was previously reviewed through Initial Study #12-35, resulting in a Mitigated Negative Declaration. The current proposal to construct an approximately 27,000-square-foot, two-story medical office building is consistent with the previous environmental review and the project remains in conformance with the City's *Merced Vision 2030 General Plan* as amended through General Plan Amendment #12-03, adopted by the City Council on May 6, 2013.

Original Project Date: Mitigated Negative Declaration #12-35 adopted by the Merced City Council on May 6, 2013.

Section A - Previous Studies

- | | | |
|--|--------------------------|-------------------------------------|
| | Yes | No |
| 1. Substantial changes are proposed in the project that will require major revisions of the previous project EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects? | ☐ | ☒ |

Comment/Finding: The proposed building is consistent with the previous environmental review. No changes are proposed.

- | | | |
|--|--------------------------|-------------------------------------|
| | Yes | No |
| 2. Substantial changes have occurred with respect to the circumstances under which the project is undertaken that will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects? | ☐ | ☒ |

Comment/Finding: There have been no changes in the circumstances under which the project is undertaken that would require major revisions in the previous Mitigated Negative Declaration. There are no new significant environmental effects or substantial increases in the severity of previously identified environmental effects, and the area under consideration remains the same area previously evaluated.

- | | | |
|---|--------------------------|-------------------------------------|
| | Yes | No |
| 3. New information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, has been revealed? (If "Yes" is checked, go to Section "B" below) | ☐ | ☒ |

Comment/Finding: There is no new information of substantial importance that was not known and could not have been known with the reasonable diligence at the time the previous Mitigated Negative Declaration was adopted.

Section B - New Information

A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration.

Yes	No
	X

B) Significant effects previously examined will be substantially more severe than shown in the previous EIR.

Yes	No
	X

C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative.

Yes	No
	X

D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

Yes	No
	X

Comment/Finding: All previously identified mitigation measures will be enforced with this project including payment of Public Facility Impact Fees. Therefore, the resulting impacts are no greater than those previously analyzed and the previously imposed mitigation measures remain sufficient to address all impacts from this project.

On the basis of this evaluation, in accordance with the requirements of Section 15162 of the CEQA Guidelines:

- | | |
|---|--|
| | 1. It is found that subsequent negative declaration will need to be prepared. |
| | 2. It is found that an addendum Negative Declaration will need to be prepared. |
| | 3. That a subsequent EIR will need to be prepared. |
| X | 4. No further documentation is required. |

Date: January 29, 2018

Prepared By:



Francisco Mendoza-Gonzalez,
Planner