



PLANNING COMMISSION MEETING

Wednesday, May 10, 2023

Regular Meeting - 7:00 PM

City Hall – City Council Chambers

425 Webster Street, Colusa, CA 95932

AMENDED AGENDA

The public may address the Commission on any agenda item during the Commission's discussion of that item, not to exceed three (3) minutes. We ask that the speaker kindly be recognized by the Planning Commission Chair before speaking and be limited to one comment, per item.

Two ways to view the meeting: In Person or on Zoom

<https://us06web.zoom.us/j/84962795886>

Or by phone: (669) 444-9171, - Webinar ID: 849 6279 5886

Chair – John Martin

Vice Chair – Jean-Pierre Cativiela (Teleconference Location: Marriott Chicago O'Hare, Business Center
1st floor at 8535 W. Higgins Rd., Chicago, IL 60631)

Commissioner – Glen Duncan

Commissioner - Thomas Roach

Commissioner - Vicky Willoh

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

CONSENT CALENDAR

Approve - None

PUBLIC COMMENTS *The Planning Commission may read / address comments on any item concerning subject matter that is within the Planning Commission's jurisdiction. No action may be taken on items not posted on the agenda, other than to briefly respond, refer to staff, or to direct that an item be placed on a future agenda.*

PUBLIC HEARING

1. Fence Variance located at 44 Birchwood.

Recommendation: The commission may approve this variance once they have taken testimony from the public hearing and applicant.

PUBLIC COMMISSION MATTERS *Discussion of current Planning Department projects.*

FUTURE AGENDA ITEMS

ADJOURNMENT



SHELLY KITTLE, CITY CLERK

Americans with Disabilities Act

In compliance with the Americans with Disabilities Act, persons requiring accommodations for a disability at a public meeting should notify the City Clerk at least 48 hours prior to the meeting at 530-458-4941 in order to allow the City sufficient time to make reasonable arrangements to accommodate participation in this meeting.

"This institution is an equal opportunity employer and provider"



City of Colusa California

STAFF REPORT

DATE: May 10th, 2023
TO: Planning Commission – Public Hearing
FROM: Jesse Cain, City Manager

AGENDA ITEM: Consideration to construct an 8' high redwood fence within the side yard along Birchwood Place at the home address located at 44 Birchwood Place.

Recommendation: Commission may approve this variance once they have taken testimony from the public hearing and applicant.

BACKGROUND ANALYSIS: It's our understanding the applicant desires to construct an 8 foot high fence with a 6 foot setback behind the back of the sidewalk to allow better utilization of the backyard space:

"Fences in front and Side yards shall be constructed in such a manner as not to create a solid visible barrier. The surface area of the fence is to be open so passersby can view activity on the other side of the fence for not less than thirty percent of the surface area per square foot."

Side Yard Set-back: Ten Feet."

Notwithstanding, the planning commission under section 34.01 may make findings that this circumstance justifies a variance, or not. Section 34.01 states the following:

Sec. 34.01. - *Variances.*

Where practical difficulties, unnecessary hardships or results inconsistent with the purposes and intent of this ordinance may result from the strict application of certain area, *height*, yard and space requirements thereof, *variances* in such requirements may be granted, as provided in this section, by the planning commission.

(a) *Variance Application and Fee.*

1. Application for a *variance* shall be made to the city planning department in writing on a form prescribed by the city. Such application shall be accompanied by a fee in an amount as established from time to time by resolution of the city council, statements, plans and other evidence showing:

a. That, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the Zoning Ordinance provisions deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification.

b. That granting of the *variance* requested will not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which such property is situated.

c. That the granting of such application will not, under the circumstances of the particular case, materially affect adversely the health, or safety of persons residing or working in the neighborhood of the property of the applicant, and will not, under the circumstances of the particular case, be materially detrimental to the public welfare or injurious to property or improvements in said neighborhood.

2. A public hearing shall be held within sixty days after a filing of application for a *variance*, notice of which shall be given by one publication in a newspaper of general circulation published and circulated in the City of Colusa and by mailing notice to the applicant and owners of all property within three hundred feet of any boundary of the lot or parcel for which the *variance* has been filed, as such owners are shown on the last equalized assessment roll of the County of Colusa. Notice in each case is to be given at least ten days prior to such public hearing.

(b) Action by the Planning Commission.

1. Within thirty days after the public hearing the planning commission shall make a finding of facts showing whether the qualifications under [Section 34.01](#) apply to the land, building or use for which *variance* is sought and whether such *variance* shall be in harmony with the general purposes of this ordinance.

2. After making findings the planning commission shall either approve, with or without conditions, or deny said *variance*.

BUDGET IMPACT: None

ATTACHMENT:

Resolution 23-

Application and pictures

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY OF COLUSA PLANNING COMMISSION RECOMMENDING CITY COUNCIL APPROVAL OF A VARIANCE TO CONSTRUCT A 8 FT TALL REDWOOD FENCE WITHIN THE SIDE YARD OF THE HOME ALONG BRICHWOOD PLACE AT THE ADDRESS 44 BIRCHWOOD PLACE

WHEREAS, the City has received an application for a variance to construct a non-conforming fence in the front yard of a property located at 44 Birchwood Place, and

WHEREAS, the City has established City Ordinance 34.01 allows for a variance where practical difficulties, unnecessary hardships or results inconsistent with the purposes and intent of the ordinance may result from the strict application of certain area, *height*, yard, and space requirements thereof, *variances* in such requirements may be granted, as provided in this section, by the planning commission.

WHEREAS, all procedures of the California Environmental Quality Act (“CEQA”), California Public Resources Code §21000 et seq., and the CEQA guidelines, title 14 of the California Code of Regulations, chapter 3, §15000 et seq. have been satisfied as the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

WHEREAS, the Planning Commission has duly called, advertised and conducted a Public Hearing required by law concerning proposed, extension request; and

WHEREAS, the City of Colusa Planning Commission has considered public and staff input.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission approves a variance for the property owner located at 44 Birchwood for the purposes of constructing an 8-foot high redwood fence on the side yard.

THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City of Colusa Planning Commission held on the 10th day of May 2023, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed and approved as to form by me on this 10th day of May 2023

Planning Commission Chair, Martin

City Manager, Jesse Cain



CITY OF COLUSA

MASTER PLANNING APPLICATION

Item 1.

425 WEBSTER ST. * COLUSA, CA 95932 * (530) 458-4941 * FAX (530) 458-8674

GENERAL INFORMATION

Name of Proposed Project: Fence Replacement
 Location of Proposed Project: 44 Birchwood Place
 Assessor's Parcel Number: [REDACTED] Property Size (sqft): _____ Acres: _____
 Existing Building Size (sqft): _____ Proposed Building Size (sqft): _____ Height: _____
 Current Zoning: _____ Proposed Zoning: _____ General Plan Designation: _____ Proposed Designation: _____
 Applicant Name: Alexandra Elvez Phone: (530) [REDACTED]
 Email: [REDACTED]@yahoo.com
 Applicant's Mailing Address: 44 Birchwood Place, Colusa Ca
 Property Owner's Name: Alexandra Elvez Phone: (530) [REDACTED]
 Property Owner Mailing Address: 44 Birchwood Place Colusa Ca

Application Type: Type of Review Requested (Please Check All Applicable Boxes):

- | | | |
|---|--|--|
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Lot Merger | <input type="checkbox"/> Special/Regulatory Use Permit |
| <input type="checkbox"/> Development Agreement | <input type="checkbox"/> Minor Use/Sign Permit | <input type="checkbox"/> Tentative Parcel Map |
| <input type="checkbox"/> General Plan Amendment | <input type="checkbox"/> Pre-Zone/Annexation | <input checked="" type="checkbox"/> Variance |
| <input type="checkbox"/> Lot Line Adjustment | <input type="checkbox"/> Specific Plan | <input type="checkbox"/> Zoning Change/Amendment |

Detailed description of the Proposed Project (Attach additional sheets if necessary):

Replacing Old Fence (see attachment) w/ current surrounding homes. *w/in neighborhood*

List all permits/public approvals required for this project (Including City, Regional, State, and Federal):

Amount of off-street parking required, and amount of off-street parking provided: ☐ N/A

Proposed phasing plan: ☒ N/A

If residential, include the number of units, schedule of unit sizes, and type of household expected: ☒ N/A

If this project involves a variance, conditional use, or rezoning, why is the application is required? ☐ N/A *

OWNER CERTIFICATION

I declare under penalty of perjury that I am the legal owner of the above-described property involved in this application. I certify that the information furnished in this application and in the attached exhibits is true and correct. **If the undersigned is not the legal property owner, a letter of authorization must accompany this form.** I understand all property lines must be shown on the drawings and visible upon site inspection. If the lines and monuments are not shown, or their location is found to be incorrect, the owner assumes full responsibility.

Signature of Property Owner: Alexandra Elvez Title: Owner Date: 4/4/23

FOR OFFICE USE ONLY

Received by: [Signature] Date Received: 4/5/2023 Date Deemed Complete: _____ So Deemed By: _____
 Total Fee Paid: 150.00 ☐ Cash (receipt # _____) ☒ Check (# _____) (Rev. 3-20 7)

AGREEMENT: APPLICATION PROCESSING AND REIMBURSEMENT

Item 1.

THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ ALL PROVISIONS.**TO BE COMPLETED BY APPLICANT:**

This Agreement is entered into this 4 day of April, 2023, by and between the City of Colusa, California, a municipal corporation, ("City,") and Alexandra Elvez ("Applicant").

1. PROPERTY INFORMATION

Property Location: 44 Birchwood Place, Colusa Ca
Interest of Applicant: _____

2. APPLICANT INFORMATION

Applicant's Name: Alexandra Elvez
Mailing Address: 44 Birchwood Place
Daytime phone: () _____ Mobile: (530) _____ Fax: () _____
Signature: Alexandra Elvez

3. OWNER INFORMATION (If different from Applicant)

Property Owner's Name: _____
Mailing Address: _____
Daytime phone: () _____ Mobile: () _____ Fax: () _____
Signature: _____

4. BILLING INFORMATION Statements, requests for deposits, or refunds shall be directed to Applicant identified in Section 2 above unless stated otherwise below:

Company Name: _____ Attn: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Daytime phone: () _____ Mobile: () _____ Fax: () _____
Federal Tax ID: _____

IMPORTANT INFORMATION: READ CAREFULLY

This project may be subject to fees and/or permits imposed by the Department of Fish and Wildlife (Fish and Game Code Section 711.4 et. seq.; Public Resources Code, Section 1005). Unless a project is denied, no action requiring payment of fees shall be deemed final until such fees are paid (Section 21089 (6) of the Public Resources Code). State of California Department of Fish and Game Code section 711.4 and Title 14, California Code of Regulations, section 753.5 requires payment of a \$2,406.75 fee at the time of filing of California Environmental Quality Act (CEQA) Notice of Determination (NOD) for review of a Negative Declaration, or Mitigated Negative Declaration, and \$3,343.25 for an Environmental Impact Report (EIR). Checks made payable to State Department of Fish & Game, and a \$50 recording fee made payable to the Colusa County Clerk's office must be delivered to Colusa City Hall within 5 business days of application approval. Pursuant to CEQA Guidelines Section 15075, recording of the NOD at the County Clerk's office is required within five (5) business days; or the statute of limitations is extended from 30 days to 180 days. The City fee for recording environmental documents is \$50.00. Checks must be made payable to the City of Colusa and must be delivered to Colusa City Hall, along with documents to be recorded and appropriate fees within 3 business days of application approval to ensure recording at the County within 5 business days as required by the Public Resources Code. Any construction activity within a channel, waterway, or creek bed requires approval of a Streambed Alteration Permit from the California Department of Fish & Game, Regional Headquarters 1701 Nimbus Road, Rancho Cordova 95670, Environmental Services (916) 358-2929. For department of Fish & Game forms, visit the agency's web site at www.DFG.CA.GOV. The City of Colusa City Code, and the California Building Code, prohibit occupancy of the buildings prior to the issuance of a Certificate of Occupancy/Final Inspection by the Building Official.

A. Intent. Applicant agrees to pay all personnel and related direct, indirect, overhead and overtime costs incurred by City employees and consultants (including engineers, attorneys, and other professionals) incurred by City for review and processing the subject application, even if the application is withdrawn in writing, not approved, approved subject to conditions or modified upon approval. Applicant agrees that it shall pay any and all costs related to the subject application that the City would not have incurred but for the application. City's indirect and overhead costs will be applied to the time of City employees and consultants. All personnel and related direct, indirect, overhead and overtime rates for City employees and consultants shall be calculated annually by the City Manager.

B. Reimbursement Payments. Applicant agrees to provide the funds ("Reimbursement Payments") to allow City to perform the tasks necessary relating to the City's processing of the Project.

C. Deposit. Applicant agrees to pay a minimum deposit ("Deposit") in the amount of \$5,000.00 concurrently with the execution of this Agreement. City shall have the right to request additional funding in writing Developer will provide additional Reimbursement Payment in order to bring the balance amount to zero dollars.

D. Invoices. City will provide Developer an itemized invoice of processing costs pertaining to the Project on a monthly basis. Developer shall have fifteen (15) days after mailing of the invoice to review the invoice and shall work in good faith with City to resolve any disputed costs. The City may elect to send statements less frequently than monthly if there is only a limited amount of activity on the Project in any given month. Invoices are due and payable within thirty (30) days. City statements and invoices shall provide summary information indicating the cost for employees and independent contractors, including direct and indirect charges. Original invoices from independent contractors (except attorney/client invoices) shall be available upon request by Applicant, at Applicant's additional cost.

E. Failure to Replenish Account. If Applicant does not deposit such requested deposits or make payments on outstanding invoices within fifteen (15) days after the date of the deposit request or invoice, City staff may cease work on the project until the required deposit or payment is made, subject to any other provisions of law. Failure to make any subsequent deposits may result in denial of an application for a development project or in the decision by the City to postpone action on the application. City has the right to make more than one request for replenishment as set forth in Section C.

F. Processing Timelines. Applicant agrees that that it knowingly and voluntarily waives, extends and continues each of the time limits imposed by California Government Code Section 65943 for the determination of a development application's completeness and the time limits imposed by California Government Code Sections 65950, 65950.1, 65951 and 65952 for the approval or disapproval of development permits for as many days as the applicant delays making a subsequent deposit from the date of written notice requesting such additional deposit until the deposit is received by City, not to exceed 90 days.

G. Authority/Obligations of City. Deposits shall be applied toward the City's costs of reviewing and processing the application. City, in the exercise of the sole discretion of its officials, agents, or employees, will decide how City spends the Reimbursement payments. Except as provided elsewhere in this Agreement, City makes no promise, representation, or warranty, express or implied, as to the manner in which City will use the Reimbursement Payments. City also makes no promise, representation or warrant, express or implied, as to the timing of the City's processing of the Project nor as to the outcome by the City as to the processing, including the action by the City Council on Applicant's Application.

H. Costs Exceeding Deposit. In the event that the accumulated periodic charges exceed the Deposit and any subsequent deposits previously received by City, City will invoice Applicant for the amount outstanding and may require an additional deposit. Applicant will pay any and all amounts exceeding the initial and subsequent deposits within fifteen (15) days of the date of the invoice and shall make any additional deposit required by City.

I. Payment Upon Receipt of Invoices. Applicant shall pay interest on all costs unpaid thirty (30) days after the date of any invoice at the maximum legal rate, and the City is entitled to recover its costs, including attorney's fees, in collecting unpaid accounts. Item 1.

J. Lien on Property. Applicant and owner of property, if not the same, agree to and authorize City to place lien on the property subject to this application for any and all delinquent costs and fees. The City shall remove such a lien once the Applicant has paid all delinquent costs and fees. For purposes of this section, an invoice amount shall become delinquent when unpaid for thirty (30) days after the date of the invoice.

K. Refunds. Any refund of amounts deposited shall be made in the name of the Applicant, to the address noted above in Section 4.

L. Withholding of Entitlements. Applicant further agrees that no building permits, Certificate of Occupancy and/or subdivision Acceptance for the project will be issued until all costs for review and processing are paid.

M. Duty to Notify City. Applicant shall provide written notice to the City if any of the above information changes.

N. Indemnification. Applicant agrees to defend, with counsel selected by the City, indemnify and hold City harmless for all costs and expenses, including reasonable attorney's fees incurred by City or held to be the liability of the City, including plaintiff's attorneys' fees if awarded, in connection with City's defense of its actions in any proceeding brought in any State or Federal court challenging the City's actions with respect to the Applicant's project. If Applicant is not the property owner, Applicant agrees to pay such costs unless the property owner also signs this Agreement, in which case both Applicant and the property owner shall be jointly liable for such costs.

O. Authority to Enter Agreement. This Agreement shall only be executed by an authorized representative of the Applicant. The person executing this Agreement represents that he/she has the express authority to enter into agreements on behalf of the Applicant.

P. Not Assignable. This Agreement is not assignable without written consent of the City of Colusa, which consent shall not be unreasonably withheld. The City of Colusa will not consent to assignment of this Agreement until all outstanding costs, fees and liabilities have been paid by Applicant.

Q. No Agency, Joint Venture or Partnership. City and Applicant renounce the existence of any form of agency relationship, joint venture or partnership between City and Applicant and agree that nothing contained herein or in any document executed in connection herewith shall be construed as creating any such relationship between City and Applicant.

SIGNATURES

Applicant (a copy of the lease agreement must be provided in the event of a leasehold interest)

Name: _____

Signature: _____ Date: _____

Owner (must be filled out only if Applicant is not the fee owner of the property)

Property Owner's Name: _____

Signature: _____ Date: _____

City of Colusa, City Manager

By: _____

Signature: _____ Date: _____

Letter of Intent

In Support of Request for Variance

44 Birchwood Place, Colusa, CA 95932

This Letter of Intent is in support of my request for a variance to the side yard setback requirement for an existing non-conforming corner lot. The intention is to tear down the existing fence and rebuild a new fence. The setback side yard requirement for my corner lot is 10ft; however, I am requesting a variance to permit a 6ft setback from the sidewalk. This request would allow for better utilization of backyard space as well as allow for a backyard play area for my grandchildren and growing family. This request would not interfere with any visual obstructions in the neighborhood as well.

Thank you for your consideration.

Respectfully submitted,



Alexandra Elguez

Attachment of current homes w/corner lots surrounding and within distance of my property location/neighborhood

Item 1.



Meadowview & Country Club

Attachment of current homes w/corner lots surrounding and within distance of my property location/neighborhood

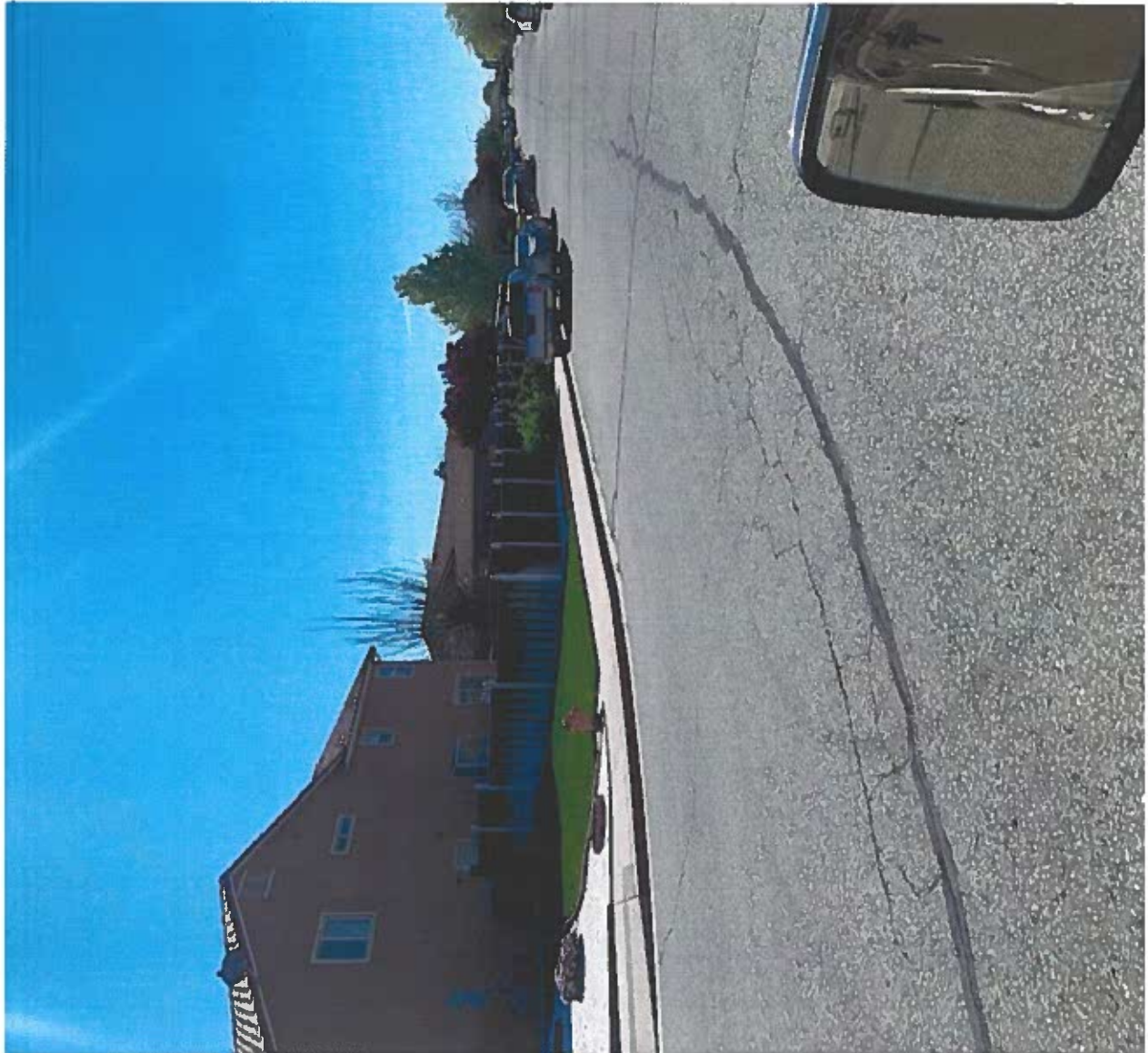
Item 1.



Jeremy & Country Club

Attachment of current homes w/corner lots surrounding and within distance of my property location/neighborhood

Item 1.



Lyndsey & Country Club

Attachment of current homes w/corner lots surrounding and within distance of my property location/neighborhood

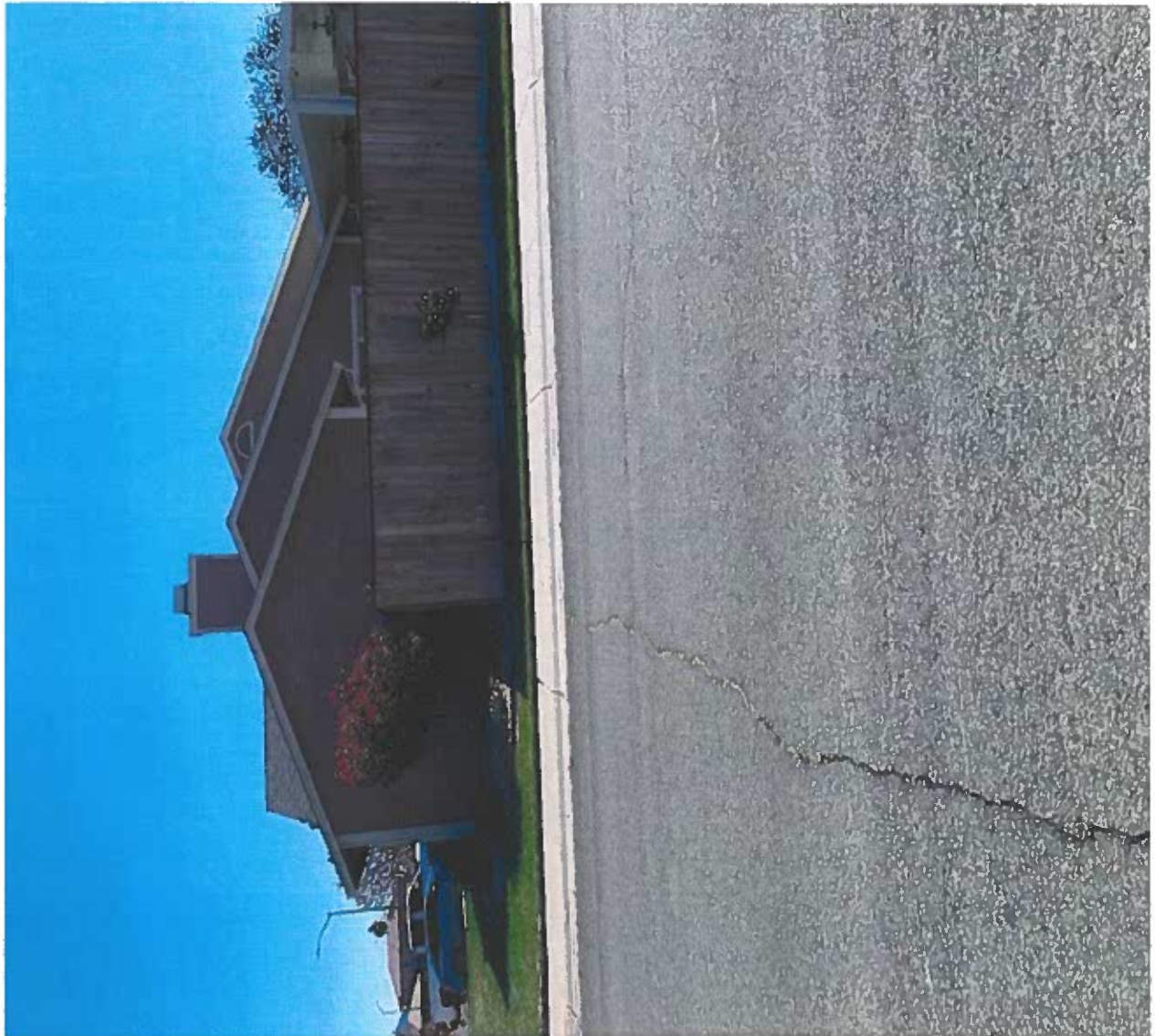
Item 1.



Ross & Country Club

Attachment of current homes w/corner lots surrounding and within distance of my property location/neighborhood

Item 1.



Woodhaven & Country Club

Attachment of current homes w/corner lots surrounding and within distance of my property location/neighborhood

Item 1.



Forestwood & Country Club

Attachment of current homes w/corner lots surrounding and within distance of my property location/neighborhood

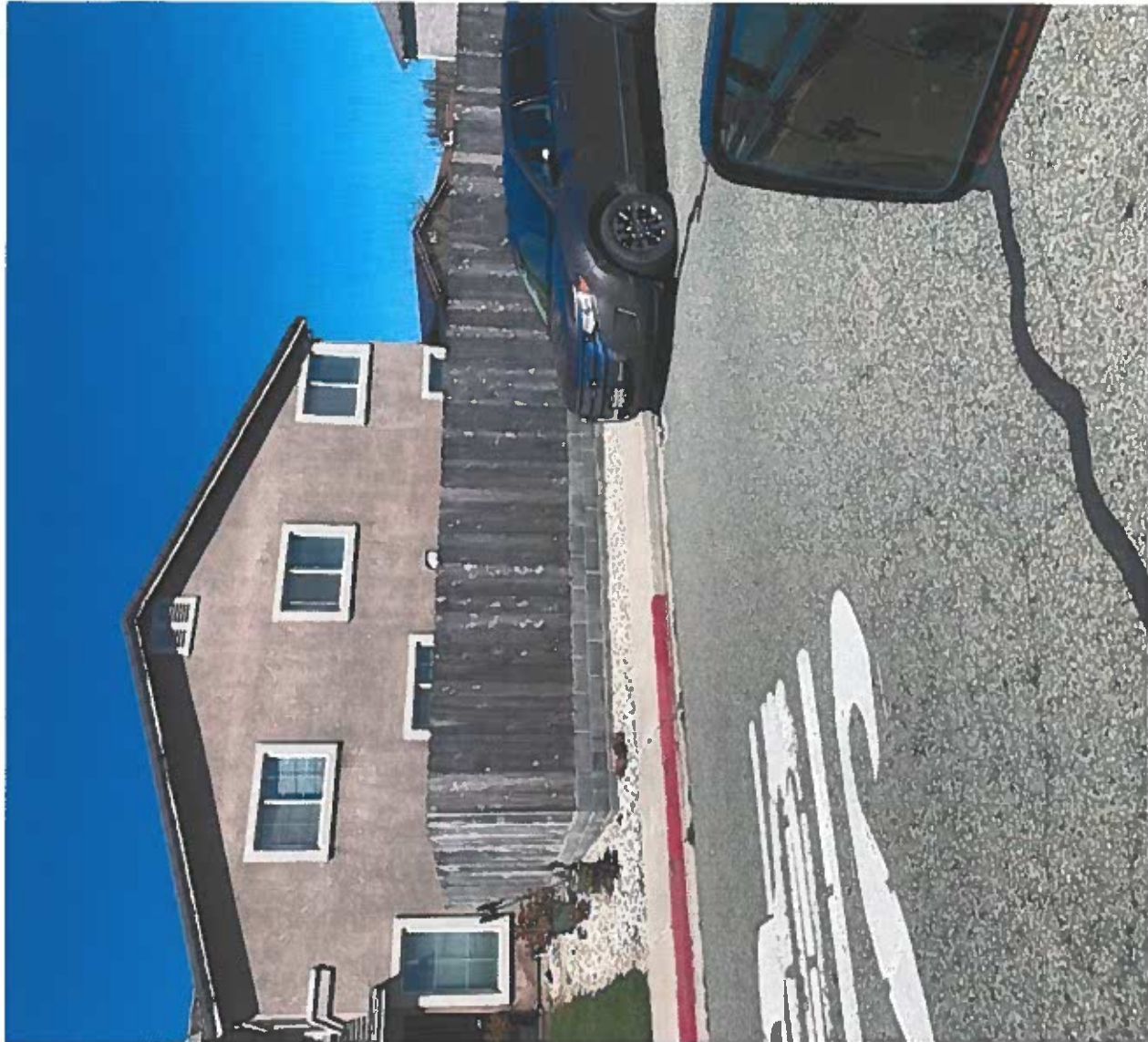
Item 1.



Oaktree & Country Club

Attachment of current homes w/corner lots surrounding and within distance of my property location/neighborhood

Item 1.



Lyndsey & West Woodhaven

Attachment of current homes w/corner lots surrounding and within distance of my property location/neighborhood

Item 1.



Same street of Lyndsey & West Woodhaven

Attachment of current homes w/corner lots surrounding and within distance of my property location/neighborhood

Item 1.



Same street of Lyndsey & West Woodhaven

Attachment of current homes w/corner lots surrounding and within distance of my property location/neighborhood

Item 1.



Brendwood & Birchwood