

PLANNING COMMISSION

Wednesday, April 12, 2023 Regular Meeting - 7:00 PM City Hall – City Council Chambers 425 Webster Street, Colusa, CA 95932

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.

Chair – John Martin Vice Chair – Jean-Pierre Cativiela Commissioner – Glen Duncan Commissioner - Thomas Roach Commissioner - Vicky Willoh

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

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.

APPOINTMENTS

Appoint Chair

Appoint Vice Chair

CONSENT CALENDAR - Items on the Consent Calendar may be removed and discussed at the request of a Commission member.

1. Approve - Action Minutes of January 11, 2023

PUBLIC HEARING

Resolution of the Planning Commission concerning Colusa Warehouse Group LLC's Tentative Parcel Map to divide one parcel (APN #017-130-012) into two parcels totaling approximately 5.00 acres into 1.08 acres (Parcel 1) and 3.92 acres (Parcel 2).

RECOMMENDATION: Open the public hearing and;

Adopt the Resolution of the Planning Commission concerning Colusa Warehouse Group LLC's Tentative Parcel Map to divide one parcel (APN #017-130-012) into two parcels totaling approximately 5.00 acres into 1.08 acres (Parcel 1) and 3.92 acres (Parcel 2).

DISCUSSION ITEM

3. Wescott Subdivision Tentative Map review

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"

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PLANNING COMMISSION MEETING

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ACTION MINUTES

MEETING CALLED TO ORDER AND ROLL CALL

Vote for John Martin as Chair and Jean Pierre Cativiela as Vice-Chair. Motion by Commissioner Vicky Willoh, seconded by Commissioner Thomas Roach.

AYES: Jean Pierre Cativiela, John Martin, Viki Willoh, and Thomas Roach

NOES: Glen Duncan

ABSTAIN: None

ABSENT: None

PUBLIC HEARING: A resolution of the City of Colusa Planning Commission finding that the design review of the proposed butcher shop, deli and future kitchen and bar are aligned and consistent with the intended zoning use and recommend to the City council for a public necessity permit.

AYES: John Martin, Jean Pierre Cativiela, Viki Willoh, Glen Duncan, and Thomas Roach

NOES: None

ABSTAIN: None

ABSENT: None

PUBLIC HEARING: A resolution of the City of Colusa Planning Commission approving a variance and conditional use permit to allow a pallet remanufacturing business in an R-1 Zoning located at 1880 5th Street Colusa.

AYES: John Martin, Jean Pierre Cativiela, Viki Willoh, Glen Duncan, and Thomas Roach

NOES: None

ABSTAIN: None

ABSENT: None

MEETING ADJOURNED

Item 1.

MATHEW FONTES, SENIOR PLANNER

Notice of Meetings and Agendas

Regular City of Colusa Planning Commission meetings are held the first and fourth Wednesday of each month at 6:00 pm in the Colusa City Council Chambers located at 425 Webster Street, Colusa, unless otherwise noted above.

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The City of Colusa is an Equal Opportunity Employer and Provider.



The City of Colusa, California

STAFF REPORT

DATE: April 12, 2023

TO: Chair and Members of The City of Colusa Planning Commission

FROM: Mathew Fontes, Senior Planner

AGENDA ITEM: Hearing. A Resolution of the Planning Commission concerning Colusa Warehouse Group LLC's Tentative Parcel Map to divide one parcel (APN #017-130-012) into two parcels totaling approximately 5.00 acres into 1.08 acres (Parcel 1) and 3.92 acres (Parcel 2).

Subject: 2881 Niagara Road: Tentative Parcel Map ("TPM")

RECOMMENDATION: Open the public hearing and Approve the following Resolution: A Resolution of the Planning Commission concerning Colusa Warehouse Group LLC's Tentative Parcel Map to divide one parcel (APN #017-130-012) into two parcels totaling approximately 5.00 acres into 1.08 acres (Parcel 1) and 3.92 acres (Parcel 2).

BACKGROUND ANALYSIS: According to the City of Colusa General Plan and the City Zoning Map, the Project site is designated as Industrial and zoned Light Industrial, as follows:

APN	ACRES	GENERAL PLAN DESIGNATION	ZONING DISTRICT
017-130-012	5.00	Industrial (IND)	Light Industrial (M-1)

There is no proposed change to the General Plan Designation or Zoning.

BUDGET IMPACT: None anticipated.

STAFF RECOMMENDATION: Staff recommends that the Planning Commission consider the analysis, project staff report, and public testimony. Should the Planning Commission support

such analysis and the proposed project, staff recommends that the Planning Commission follow the "Recommendation" above on this staff report.

ATTACHMENT(S):

Resolution 2023-___ approving Tentative Parcel Map

Master Planning Application Submittal by Colusa Warehouse Group LLC, including TPM

Prepared by NVES.

/s/ Mathew Fontes

Mathew Fontes Senior Planner The City of Colusa

RESOLUTION NO. 2023-01

A RESOLUTION OF THE PLANNING COMMISSION CONCERNING COLUSA WAREHOUSE GROUP LLC'S TENTATIVE PARCEL MAP TO DIVIDE ONE PARCEL (APN #017-130-012) INTO TWO PARCELS TOTALING APPROXIMATELY 5.00 ACRES INTO 1.08 ACRES (PARCEL 1) AND 3.92 ACRES (PARCEL 2).

WHEREAS, Colusa Warehouse Group, LLC (Applicant) initiated a Master Planning Application, requesting Planning Commission approval for a Tentative Parcel Map within the Light Industrial District; and

WHEREAS, the project is located within the City of Colusa city limits. The City Planning Commission has been delegated by the City Council the responsibility of meeting, holding public hearings, reviewing, and deciding upon all applications for a Tentative Parcel Map, and as defined in the City of Colusa Zoning Ordinance; and

WHEREAS, the project is consistent with the land-use goals and policies in the City of Colusa General Plan, and would comply with the use standards, rules, and regulations of the City of Colusa Zoning Ordinance and other City ordinances and regulations; and

WHEREAS, the establishment, maintenance or operation of the use applied for will not be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or to be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city; and

WHEREAS, the Planning Commission has duly called, advertised, and conducted a Public Hearing required by law concerning the aforementioned Master Planning Application, and the opportunity to submit input; and

WHEREAS, the City of Colusa Planning Commission has considered public testimony and a Planning Department staff report at their meeting of April 12, 2023; and

WHEREAS, appeals to the Planning Commission's decisions may be made to the City of Colusa City Council within ten days of the Commission's decision by filing an appeal at fee at City Hall and paying a fee.

NOW, THEREFORE, BE IT RESOLVED by the City of Colusa Planning Commission that above recitals are incorporated herein as findings and the aforementioned Tentative Parcel Map application is hereby approved.

THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City of Colusa Planning Commission held on the 12th day of April, 2023, by the following vote.

AYES:		
NOES:		
ABSTAIN:		
ABSENT:		
Signed and approved as to form by me on this	s 12th day of April, 2023.	
ATTEST:		
Planning Commission Chair	Senior Planner, Mathew Fontes	_



Printed Name:



JAN 04 2023

CITY OF COLUSA STAFF USE ONLY Date application received: Received by (Name) Total Fee Deposit Paid \$ Cash

Check Date Application Deemed Complete: By: Receipt No: Check # PROJECT INFORMATION: Proposed Project Name: TENTATIVE PARCEL MAP Project Address: 2881 Niagara Road Assessor's Parcel Number(s): ____ 017-130-130 AND Acres: Parcel Size: Square feet: As shown on map Zoning District: OS AND CO APPLICANT INFORMATION: Applicant's Name: COLUSA WAREHOUSE GROUP LLC 2881 NIAGARA AVENUE COLUSA CA 95932 Mailing Address: Daytime phone #: 530-848-3314 E-mail Fax# Signature: X OWNER INFORMATION: Property Owner's Name: SAME AS APPLICANT Mailing Address: Daytime phone #: Fax# E-mail Signature: Application Requested - check appropriate box(es) □ Conditional (Major) Use Permit □ Lot Merger ☐ General Development Plan □ Design Review ☐ Minor Use/Sign Permit ■ Tentative Subdivision /Parcel Map ☐ General Plan Amendment □ Pre-Zone (for annexation) □ Variance Lot Line Adjustment □ Specific Plan □ Zoning Amendment **Property Owner Statement** Processing of this Application will not begin until the following statement has been completed to the satisfaction of the City: I certify under penalty of perjury that I am the legal owner(s) (all individual owners must sign as they appear on the deed to the land), Corporate Officer(s) empowered to act for the corporation, Owner's legal agent having power of attorney (a notarized Power of Attorney document must accompany this application), or the owner's authorized representative (include a letter of authorization from the owner.) I also certify, that the statements and information contained in this application, are true and correct. I understand that all property lines must be shown/dimensioned on the drawings and visible upon site inspection. In the event that the lines and monuments are not shown, their location is found to be incorrect, the owner assumes full responsibility. Owner Signature: Printed Name: Owner Signature: Date:

Property Owner Authorization

I am (we are) the legal owners of said property, applying for entitlements from the City pursuant to this application; and do here by authorize the person/firm shown below to file and represent my/our interest in the application listed below, or if the person/firm below has a leasehold interest in the Property, I/we authorize the person to apply for entitlements for this Property. If the Authorized Person has a leasehold interest in the Property, a copy of the lease agreement must be provided for as part of this application.

Owner Signature: Xx h 12/20/2022	
Printed Name: _X Chrishphil Fedom	
Authorized Person Applicant's Name: NORTH VALLEY ENGINEERING AND SURVEYING Mailing Address: 1547 STARR DRIVE SUITE "J" YUBA CITY CA 95993 Daytime phone #: 530 713-0417 Fax # E-mail_gmusallam@nvesca.com_ Signature: George	-
L.Musallam	
A letter signed by the property owner(s) may be submitted in lieu of this form, but the letter must identify the person being authorized to represent the property owner and the application submitted.	
PROJECT INFORMATION:	
Describe the Project: A PARCEL MAP TO SUBDIVIDE ONE PARCEL INTO 2 PARCELS AND A REMAINDER	
List any other related permits and other public approvals required for this project, including those required by the City, Reg State and Federal Agencies:	gional,
Provide the following information, if applicable: Amount of off-street parking required, and what is provided:	
NA	
Proposed phasing plan: NA	
If residential, include the number of units, schedule of unit sizes, and type of household expected: NA	
If the project involves a variance, conditional use or rezoning application, state this and describe application is required:	hy the
NA	

Additional 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 \$2,210.00 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 \$3,069.75 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.

APPLICATION PROCESSING AND REIMBURSEMENT AGREEMENT

This Agreement relates to the Payment of Costs incurred by the City of Colusa for Processing the Applications

TΩ	BE	COMPL	ETED.	BY	APPL	JCANT:

TO BE COMPLETED BY APPLICANT:
This Agreement is entered into this <u>10</u> day of <u>12</u> 20 22 by and between the City of Colusa, California, a municipal corporation, ("City,") and COLUSA INDUSTRIAL PROPERTIES ("Applicant") related to the Proposed Project as set forth in more detail below.
1. PROPERTY INFORMATION:
Property : 2881 NIAGARA AVENUE , COLUSA Interest of Applicant:OWNER
2. APPLICANT CONTACT INFORMATION:
Applicant's Name: <u>COLUSA WAREHOUSE GROUP LLC</u> Mailing Address: <u>2881 NIAGARA</u> AVENUE COLUSA CA 95932
Daytime phone # <u>530.682,2948</u> Fax #Fax #
cfedorafarms@succeed.net Signature:_ :_X
3. OWNER CONTACT INFORMATION (If different from Applicant): Property Owner's Name:SAME AS APPLICANT Mailing Address:
Daytime phone #: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:

Attn:

Street Address:

City:

State: ____ Zip:

Company Name: SAME AS APPLICANT

Phone No.: Fax No.:

Federal Tax ID No :

This Agreement relates to the Payment of Costs incurred by the City of Colusa for Processing the Applications (cont'd)

This is a legally binding agreement. You should read all provisions.

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.

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.

<u>Deposit</u>. Applicant agrees to make an initial deposit in the amount of \$1500, concurrently with the execution of this Agreement, which deposit ("Deposit") will be held by City in a separate account ("Account") and used by City for payment of its costs related to the Project. The City will not pay interest on deposits. Whenever the amount in the Account in which the Deposit is held is \$100 or less, City shall have the right to request in writing that Developer replenishes the Account by depositing an additional Reimbursement Payment in order to bring the balance of the Account back to the amount of the initial Deposit.

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.

<u>Failure to Replenish Account.</u> 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.

<u>Processing Timelines</u>. 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.

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.

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.

<u>Payment Upon Receipt of Invoices</u>. 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.

<u>Lien on Property.</u> 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.

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

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.

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

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.

<u>Authority to Enter Agreement</u>. 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.

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.

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.

APPLICANT

Property Owner's Name: OOLUSAWAREHOUSE GROUP LLC
Signature: X

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

Property Owner's Name:
Signature:

Item 2.

Date: 12/20/22	
CITY OF COLUSA	
By:Signature:	
Date:	



