

MEMBERS

S. William Abel
Clinton Jewett
Peter N. Lindquist,
Vice-Chair
Sherman MacPherson
Gene Muir
Toby Reading
Michael P. West, Chair



COUNTY OF COLUSA

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Colusa, CA 95932
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www.countyofcolusa.com

COLUSA COUNTY AIRPORT ADVISORY COMMITTEE

AGENDA

January 4, 2021

Board Chambers
546 Jay Street, Suite 108
Colusa, CA 95932

NOTE: Those who are in a high risk category for severe illness from COVID-19 who need a reasonable accommodation to participate in the meeting via teleconference, pursuant to the Governor's Executive Order N-29-20 dated March 17, 2020 may use teleconferencing as follows:.

You can listen to the meeting by dialing one of the teleconference numbers below:

Phone: 1-916-246-0723
Toll-Free: 1-800-356-8278
Conference Code: 401978 **(Please mute your phone when you are not speaking)**
DO NOT PUT YOUR PHONE ON HOLD

If you would like to participate in the Public Comment portion of the meeting, or comment on a specific agenda item you can do so by **texting 530-501-3309** with your NAME and the Clerk will notify the Chair that you would like to comment. **Please wait for the Chair to recognize you before speaking.** Remember to unmute your phone to speak

1:30 p.m. CALL TO ORDER
• Pledge of Allegiance

I. PUBLIC COMMENT

II. APPROVAL OF MINUTES

1. Airport Advisory Committee - Special Session - November 6, 2020.

III. REPORTS

1. Director
2. Members

IV. SITTING AS THE AIRPORT ADVISORY COMMITTEE

1. Approve the 2021 Airport Advisory Committee Meeting Schedule.

V. SITTING AS THE AIRPORT LAND USE COMMISSION

1. Adopt a Resolution making a finding that RPTS Development, Inc.'s Development Agreement with the City of Colusa is compatible with the County's Airport Land Use Compatibility Plan.

ADJOURN

THE NEXT REGULAR MEETING OF THE COLUSA COUNTY AIRPORT ADVISORY COMMITTEE IS SCHEDULED FOR MARCH 1, 2021.

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the jurisdiction of the Colusa County Airport Advisory Committee and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes per issue and each individual or group will be limited to no more than 5 minutes each within the 15 minutes allocated per issue. **Note:** No action shall be taken on comments made under this comment period.

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the County Board Clerk, specifying your disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

All supporting documentation is available for public inspection and review in the office of the Board Clerk, 547 Market Street, Suite 102, Colusa, CA 95932 during regular business hours 8:30 a.m. to 5:00 p.m., Monday through Friday.
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MEMBERS

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 Clinton Jewett
 Peter N. Lindquist,
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 Gene Muir
 Toby Reading
 Michael P. West, Chair

**COUNTY OF COLUSA**

Michael Azevedo,
 Director Airport Operations
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Board Chambers
 546 Jay Street, Suite 108
 Colusa, CA 95932

COLUSA COUNTY AIRPORT ADVISORY COMMITTEE
SPECIAL MEETING MINUTES
 November 6, 2020

The Colusa County Airport Advisory Committee meets in a Special Session this 6th day of November 2020 at the hour of 1:30 p.m. Present: Committee Members Gene Muir, Mike West, Sherman MacPherson, S. William Abel, Peter N. Lindquist, and Clinton Jewett. Absent: Committee Member Toby Reading.

Present: Denise Carter, Board of Supervisors.
 Marcos Kropf, County Counsel.
 Wendy G. Tyler, Ann Nordyke, Melissa Kitts, CAO,
 Clerk of the Board.
 Mike Azevedo, Director of Airport Operations.
 Greg Plucker, Community Development Department.
 Anastacia Allen, Ag Commissioner's Office.
 Ed Hulbert, Jake Kley, Colusa Industrial Properties.
 Heath Krug, Randy Johnson, Colusa citizens.
 Melissa Brandley, Brandley Engineers.

Pledge of Allegiance

I. PUBLIC COMMENT

Mr. Krug inquires as to the location of future Airport Advisory Committee meetings and states that he'd like to see the issue of building new airplane hangars placed on the agenda. Further, he inquires as to who is conducting maintenance at the Airport.

Chair West states that the meetings will now be held in the Board Chambers and states the hangar issue will be placed on a future agenda.

Mr. Azevedo states that Airport maintenance will be conducted by the Road Department and County Maintenance staff.

II. APPROVAL OF MINUTES

1. Airport Advisory Committee - Regular Session - September 14, 2020.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lindquist
SECONDER:	Muir
AYES:	Muir, West, MacPherson, Lindquist, Jewett
ABSTAIN:	Abel
ABSENT:	Reading

III. REPORTS

1) Director

Mr. Azevedo introduces himself as Director of Airport Operations.

2) Member

Committee Member Lindquist requests information on the Brown Act and Rosenberg's Rules of Order.

IV. SITTING AS THE AIRPORT ADVISORY COMMITTEE

1. Discussion and review of Airport Enterprise year-end expenditures and revenues for FY 19/20 and review of FY 20/21 adopted budget.

Comments received by Ms. Allen and Ms. Tyler.

2. Review the Airport Capital Improvement Program 2021-2027 (ACIP) as proposed by Reinard W. Brandley.

Comments received by Mr. Azevedo, Ms. Brandley, Mr. Krug, Ms. Tyler, Mr. Johnson and Mr. Kley.

V. SITTING AS THE AIRPORT LAND USE COMMISSION

Chair West adjourns the Colusa County Airport Advisory Committee at 2:04 p.m. and states the Committee Members are now sitting as the Airport Land Use Commission, with all Commissioners present, except Commissioner Reading.

2. Adopt **Resolution No. 20-003** finding that the City of Colusa's General Plan Amendment, Pre-Zoning, and Sphere of Influence Amendment for the potential annexation of approximately 684± acres of land to the City, allows land uses consistent with the County's Airport Land Use Compatibility Plan.

Comments received by Mr. Plucker and Mr. Hulbert.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lindquist
SECONDER:	Muir
AYES:	Muir, West, MacPherson, Lindquist, Abel
ABSTAIN:	Jewett
ABSENT:	Reading

1. Adopt **Resolution No. 20-004** making a finding that the Cheney-Wilson 35-lot residential subdivision made in conjunction with a pre-zoning ordinance are compatible with the County's Airport Land Use Compatibility Plan.

Comments received by Mr. Plucker.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Lindquist
SECONDER:	Muir
AYES:	Muir, West, MacPherson, Lindquist, Jewett, Abel
ABSENT:	Reading

3. Presentation on the Colusa County Airport's Land Use Compatibility Plan and provide any direction to staff on future discussions and/or presentations.

Comments received by Mr. Plucker, Mr. Azevedo and Ms. Tyler.

Chair West adjourned the meeting at 2:36 p.m. to reconvene in Regular Session on January 4, 2021 at the hour of 1:30 p.m.

Michael P. West, Chair

Attest: Wendy G. Tyler,
Clerk to the Board of Supervisors

BY _____
Melissa Kitts, Deputy Clerk

Minutes Acceptance: Minutes of Nov 6, 2020 1:30 PM (APPROVAL OF MINUTES)



Request For Airport Advisory Committee

MEETING DATE: January 4, 2021

DEPARTMENT: Airport Advisory Committee

FROM: Melissa Kitts

SUBJECT: Airport Advisory Committee Meeting Schedule for 2021

Approve the 2021 Airport Advisory Committee Meeting Schedule.

Detailed Description/Background of request

Approve the Airport Advisory Committee Meeting Schedule for Calendar Year 2021.

Prior Board Action

None.

Fiscal Impact/Funding Source

None.

Action for the Clerk

Enter into Minutetraq and website calendar.

ATTACHMENTS:

- 2021 Airport Meeting Calendar (PDF)

2021 MEETING SCHEDULE AIRPORT ADVISORY COMMITTEE

HOLIDAY

CUT OFF DATE

MEETING DATE

2021 CALENDAR YEAR

<i>Cut Off Dates</i>	<i>Meeting Dates</i>
11 DECEMBER	4 JANUARY
5 FEBRUARY	1 MARCH
9 APRIL	3 MAY
18 JUNE	12 JULY
20 AUGUST	13 SEPT
8 OCTOBER	1 NOV
10 DECEMBER	3 JAN

JANUARY						
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Attachment: 2021 Airport Meeting Calendar (6297 : Airport Advisory Committee Meeting Schedule for 2021)

**COUNTY OF COLUSA, CA****Request For Airport Advisory Committee**

MEETING DATE: January 4, 2021

DEPARTMENT: Airport Advisory Committee

FROM: Ann Nordyke

SUBJECT: RPTS Development, Inc. Development Agreement with the City of Colusa

SITTING AS AIRPORT LAND USE COMMITTEE

Adopt a Resolution making a finding that RPTS Development, Inc.'s Development Agreement with the City of Colusa is compatible with the County's Airport Land Use Compatibility Plan.

PROJECT OVERVIEW**Owner:**

Colusa Industrial Properties (CIP)
50 Sunrise Blvd.
Colusa, CA 95932
(530) 682-7432

Applicant:

Randall Parker
RPTS Development, Inc.
31686 Leather Wood Dr.,
Winchester, CA 92596

Project Summary:

The City of Colusa has referred a proposed Development Agreement with RPTS Development, Inc. for the use of a 12,000 sq. ft. industrial building in the Colusa Industrial Park to Colusa County's Airport Land Use Commission (ALUC) for a determination of compatibility with Colusa County's Airport Land Use Compatibility Plan (ALUCP) (Exhibit "A").

The Development Agreement is part of the City's entitlement requirements to permit a Cannabis Manufacturing Facility. Per the City Code, "Cannabis Manufacturing" is a fairly broad term meaning the cultivation, processing, extraction, manufacturing, testing, distribution, and transportation of cannabis and cannabis products. This

proposed business would involve production, harvest and sale of cannabis plant products.

Location:

The subject site has an address of 7290 Farinon Road, Colusa and is Lot #3 of Tentative Subdivision Map 01-20. As shown below, the lot is located north/north-west of Farinon Road and the north end of the airport (APN: 017-130-106).

**Background:**

At the Commission's September 9, 2020 meeting, the Commission reviewed a City referral of CIP's application for a General Plan Amendment (GPA), Rezoning (RZ), Tentative Subdivision Map (TSM), and a 12,000 sq.ft. industrial building. The industrial building is where the subject cannabis manufacturing business would be located. ALUC review of that application was triggered due to the GPA, RZ, and 12,000 sq.ft. building. Please refer to Attachment #1 for the Commission's September 9th Agenda Staff Report.

The Commission found that the project was consistent with the ALCUP and adopted Resolution No. 20-001 (Attachment #2). The main consistency issue was the use of Farinon Road for access to this industrial building. The Commission determined that for the use of the 12,000 sq.ft. building to be consistent with the ALUCP, that the use of Farinon Road for access had to be prohibited. Resolution No. 20-001 including consistency findings to that effect.

ANALYSIS:**Development Agreement**

Although the Commission previously found that the 12,000 sq.ft. building was conditionally consistent with the ALUCP, the proposed Development Agreement is triggering another consistency review by the Commission. This review is required because the City of Colusa has not brought its General Plan into consistency with the ALUCP. Section 2.2.2 of the ALUCP lists certain land use actions that require an ALUC consistency review until such time as the City's General Plan is made consistent with the ALUCP. Section 2.2.2(e) of the ALUCP specifies that "*Development Agreements or Amendments to such Agreements*" require ALUC consistency review. Since the City Code requires a Development Agreement as part of the entitlements for cannabis businesses, ALUC consistency review is required.

The physical characteristics of the proposed building was previously reviewed at the September meeting. The Development Agreement review is of the proposed use. The majority of the building is located in the B-1 Compatibility Zone and a small area of the southwest corner is located in the C-1 Compatibility Zone. The B-1 Compatibility Zone is the more restrictive zone so the analysis of the proposed use is subject to the B-1 criteria.

In discussing the proposed use with the property owner, all uses would incur within the building and there would be no exterior indication of the cannabis use. Therefore, the main issue with the proposed Development Agreement is with respect to the maximum occupancy of the site/building. In the B1 Compatibility Zone, the Maximum Sitewide Average Intensity (people/acre) is 25 and the Maximum Single Acre Intensity (people/acre) is 50. The below table shows that the maximum sitewide average density is 42 people and the maximum single acre density is 50 people. Because the maximum sitewide average is less than the maximum single acre density, the maximum sitewide average would limit the number of persons at the site.

B1 Compatibility Zone			
Density Intensity			
	People/Acre	Site Size (Acres)	Allowed Persons
Maximum Sitewide Average	25	1.67	42
Maximum Single Acre	50	1.00	50

Please note that when the building was reviewed at the September ALUC meeting, staff had calculated a lower density number. The above numbers have been updated to reflect the correct calculation.

The property owner has stated that at full buildout the operation would have approximately 10 to 12 employees; which is well below the density limit of 42 persons. However, Section "F" of the Development Agreement states that there would be between 15 and 20 employees (Exhibit "A"). Even at the higher 20 persons occupancy limit the proposed use would be consistent with the B1 Compatibility Zone density limits.

As noted earlier, when the proposed building was reviewed at the September ALUC

meeting, the principal consistency issue with the use of Farinon Road. While the property owner stated that he was not in complete agreement with the Farinon Road use prohibition, he was nevertheless agreeable to restrict the access from Farinon Road. In addition, the design of the tentative subdivision map included an alternate access road was designed from Niagara Avenue and/or Sunset Boulevard. The City also included a condition in the tentative map approval referring the ALUC consistency determination and the use of the new access road. Finally, in discussing the Development Agreement with City staff and the reference to the Farinon Road address, staff indicated that the building would need to be re-addressed depending on the alternate access route.

Based on the above information, staff believes that the proposed Development Agreement for the cannabis use would be consistent with the ALUCP. The proposed resolution before the Commission make this consistency determination.

PUBLIC COMMENTS:

No public comments have been received at this time. If comments are received following distribution of this staff report, those comments will be provided to the Airport Land Use Commission at the meeting.

ALUC STAFF RECOMMENDATION:

Staff recommends that the Commission adopt the proposed Resolution finding that this project is consistent with Airport Land Use Compatibility Plan subject to the conditions contained in the Resolution.

PRIOR COMMITTEE ACTION

CIP's application for a General Plan Amendment (GPA), Rezoning (RZ), Tentative Subdivision Map (TSM), and the 12,000 sq.ft. industrial building was reviewed by the Commission on September 9, 2020 and was found to be conditionally consistent with the ALUCP.

FISCAL IMPACT/FUNDING SOURCE

None

PREPARATION:

Prepared By:

Greg Plucker, Community Development Director (530) 458-0483

ACTION FOR THE CLERK

Obtain the Chair's signature on the resolution and forward an electronic copy to the Community Development Director and a hard copy to:

Colusa County Airport Advisory Committee (ID # 6287)

Bryan Stice
Community Development Manager
City of Colusa
425 Webster Street
Colusa, CA 95932

With a cc to:

Jake Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932
(530) 682-7432

RESOLUTION NO. 21-01

**A RESOLUTION OF THE COLUSA COUNTY AIRPORT LAND USE COMMISSION
MAKING AIRPORT LAND USE COMPATIBILITY PLAN CONSISTENCY FINDINGS
REGARDING THE CITY OF COLUSA'S DEVELOPMENT AGREEMENT FOR A
CANNABIS PROCESSING FACILITY IN THE COLUSA INDUSTRIAL PARK**

WHEREAS, Randall Parker, RPTS Development, Inc. applied to the City of Colusa for a Development Agreement to allow the use of an existing 12,000 sq.ft. building for production, harvest and sale of cannabis plant products on property located at 7290 Farinon Rd. in the City of Colusa (APN: 017-130-106) ("Property");

WHEREAS, the Property is located north/northwest of Farinon Road and the north end of the Colusa County airport within Zones B1 and C1 of the Colusa County's Airport Influence Area as defined by Map 3A contained within the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, the proposed entitlement application being processed by the City of Colusa is required to be submitted to the Airport Land Use Commission for determination of consistency with the Colusa County Airport Land Use Compatibility Plan pursuant to Section 2.2.2(e) (Development Agreements or Amendments to such Agreements) of the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, the City of Colusa referred the proposed project to the Airport Land Use Commission for a determination of consistency with the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, on January 4, 2021 the Airport Land Use Commission reviewed the proposed project for consistency with the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, during the Airport Land Use Commission review it considered the staff report, the requirements of the Airport Land Use Compatibility Plan, and all orally and written testimony presented concerning the application.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Airport Land Use Commission finds the following:

- I. The Commission can only make a finding of consistency or inconsistency for the proposed Development Agreement considered herein and is unable to make any finding of consistency with respect to any future use or development on the project site and, as such, all future uses and development must be submitted to the County to determine if the Commission is required to make a review of consistency consistent with the ALUCP.
- II. The proposed attached Development Agreement for a cannabis use (Exhibit "A") has the potential to be inconsistent with the Airport Land Use Compatibility Plan due to the density of the number of persons on the site and adding additional public traffic to

Farinon Road which would conflict with the FAR Par 77, 20:1 approach surface. However, based on the following facts and conditions the Development Agreement would be consistent with the Airport Land Use Compatibility Plan:

A. Density of the Number of Persons on the Site

1. Pursuant to Table 3A of the Airport Land Use Compatibility Plan the maximum number of persons that can be on the site at any one time is 42 persons. Whereas the maximum number of persons proposed to be on the site at any one time is 20 persons.

B. Farinon Road Conflict with FAR Par 77, 20:1 Surface

1. The proposed Development Agreement would allow for the establishment of a cannabis use within the existing industrial building on the subject site. This industrial building was required to be reviewed for consistency with the Airport Land Use Compatibility Plan pursuant to Section 2.2.2(h) of the Airport Land Use Compatibility Plan and that this consistency review occurred at the Commission's September 9, 2020 meeting.
2. During the September 9, 2020 meeting, the Commission considered the Division of Aeronautics, Caltrans determination that Farinon Road traffic violates the FAR Par 77, 20:1 surface angle and that any additional traffic using Farinon Road from the subject building and site would create a conflict with the Airport Land Use Compatibility Plan and would prevent a Finding of Consistency for the proposed land use actions and buildings.
3. During the September 9, 2020 meeting, the Commission considered the new access road proposed by Colusa Industrial Properties from the end of Niagara Drive to Sunrise Boulevard and the design which would be able to accommodate industrial truck traffic, as well as emergency response traffic. The use of this access road(s) to serve the subject building and site would avoid placing additional traffic on Farinon Road and allow for a Finding of Consistency to be made regarding the potential Farinon Road traffic.
4. At the September 9, 2020 meeting, the Commission adopted Resolution No. 20-001 finding that the proposed building was consistent with the Airport Land Use Compatibility Plan on the condition that the City shall require as a condition of project approval that no traffic (excluding Colusa Industrial Park staff personnel traffic) use Farinon Road and shall require that all traffic from said site (and Lot #2) use a new access road from the end of Niagara Drive or Sunrise Boulevard.
5. Resolution No. 20-001 also determined that should the City of Colusa not require and enforce that no traffic (excluding Colusa Industrial Park staff personnel traffic) use Farinon Road and not require and enforce that all traffic use the new access road from the end of Niagara Drive or Sunrise Boulevard that the proposed

project would be inconsistent with the Colusa County Airport Land Use Compatibility Plan.

6. On November 18, 2020, City of Colusa Planning Staff informed County of Colusa Planning Staff that the tentative map conditions being brought to the City Council would include the prohibition of using Farinon Road pursuant to Commission Resolution No. 20-001.
7. The City of Colusa Planning Commission Staff Report for the Development Agreement dated November 30, 2020, the proposed Development Agreement, and the Public Hearing Notice posted for the project all list the project location as 7290 Farinon Road. The use of the Farinon Road address for the project has the potential to attract vehicular traffic to the site from Farinon Road and violate the Commission's previous consistency determination and the City of Colusa's subdivision map conditions of approval.
8. In order to address the potential conflicts caused by having the building use a Farinon Road address, the City of Colusa as a condition of the Development Agreement and/or other permit necessary to establish the proposed cannabis use shall change the address of the building to reflect its alternative access route of either Niagara Drive or Sunrise Boulevard and shall also require that vehicular access to and from the building use the defined alternative access route. Contingent upon the City changing the building's address, and requiring that the cannabis business's vehicular traffic use either Niagara Drive or Sunrise Boulevard the proposed use allowed by the Development Agreement would be consistent with the ALUCP.
9. Should the City of Colusa not change the address of the building to reflect its alternative access route and not require that vehicular access to and from the building use the alternative access route, the proposed Development Agreement would be inconsistent with the ALUCP and the City cannot approve the proposed Development Agreement without first formally overriding this consistency determination pursuant to the ALUCP and State law.
10. In the future should the Farinon Road issue be resolved, County staff is instructed to bring this consistency determination back to the Commission for possible amendment to the Farinon Road access prohibition.

PASSED AND ADOPTED this 4th day of January, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Mike West, Chair
Airport Land Use Commission

ATTEST: Wendy G. Tyler, Secretary
to the Airport Land Use Commission

ATTEST TO FORM

Melissa Kitts, Deputy Clerk

Marcos Kropf, County Counsel

**City of Colusa
PLANNING COMMISSION
STAFF REPORT**

Agenda Item #4

MEETING DATE: November 30, 2020

PREPARED BY: Bryan Stice (Community Development Manager)

APPLICATIONS: Development Agreement

APPLICANT: RPTS Development, Inc

PROPERTY OWNER: Colusa Industrial Properties (CIP)

SITE DATA:

Location: 7290 Farinon Road

Zoning: Light Industrial (M-1) District

PROJECT DESCRIPTION:

The propose project is a development agreement ("DA") in support of cannabis manufacturing uses on property located 7290 Farinon Road, within the Colusa Industrial Park (CIP), and zoned Light Industrial (M-1) District.

BACKGROUND:

At their meeting on June 6, 2017, the City Council approved amendments to the City Municipal Code and Zoning Ordinance establishing cannabis manufacturing facility regulations, and allowing related land uses, within the City of Colusa for medicinal purposes.

ANALYSIS:

The City of Colusa and RPTS Development, Inc ("Owner") have prepared the draft development agreement to establish mutually agreeable terms and provisions defining the obligations and contributions applicable to the City and Owner.

The City's cannabis regulations apply to a range of uses under the definition of "Cannabis Manufacturing Facility" in the recently adopted ordinances. The cultivation, manufacturing, processing, distribution and testing of cannabis products are included as conditionally permitted uses under the City's new cannabis regulations, following approval of a development agreement, special use permit, and regulatory permit by the City Council. Development agreements require review and recommendation by the Planning Commission prior to action by the City Council

The Owner's request and the scope of their project is outlined within the attached DA. The Owner's proposed operations would involve manufacturing (cultivating) and distributing cannabis products in compliance with State and City regulations. The primary business model of the Owner's is the large-scale production, harvest and sale of cannabis plant products.

As proposed, the DA addresses performance and defined terms, reporting and audition procedures, monetary compensation to the City (in the form of Production Fees), and regulations. Additionally, the DA identifies "City Covenants," which offer security and stability for the Developers, including expeditious services, vested rights, building permits and other approvals and permits, and specific criteria applicable to development of the project.

Site plan details will be reviewed and approved by the City Council during the special use permit process subsequent to the D.A. process.

Staff considers the proposed cannabis manufacturing use of the site to be consistent with the intent of the City Zoning Ordinance and General Plan. The term of the D.A. is for ten (10) years

ENVIRONMENTAL REVIEW:

Approval of this Development Agreement would be exempt from California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061 (b)(3) because 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.

PUBLIC COMMENT:

Staff received no verbal comments and no written comment letters on this proposal as of the writing of this report.

RECOMMENDED ACTION:

Staff recommends that the Planning Commission consider the analysis, project staff report, and public testimony. Should the Planning Commission support such analysis, staff recommends that the Planning Commission approve the following Resolution:

A RESOLUTION OF THE CITY OF COLUSA PLANNING COMMISSION RECOMMENDING CITY COUNCIL APPROVAL OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND RPTS DEVELOPMENT, INC RELATIVE TO THE POTENTIAL DEVELOPMENT OF A CANNABIS MANUFACTURING FACILITY LOCATED 7290 FARINON ROAD IN COLUSA

RELATED DOCUMENTS:

Planning Commission Resolution 2020-18

RESOLUTION NO. 20-18

A RESOLUTION OF THE CITY OF COLUSA PLANNING COMMISSION RECOMMENDING CITY COUNCIL APPROVAL OF AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLUSA AND RPTS DEVELOPMENT, INC RELATIVE TO THE POTENTIAL DEVELOPMENT OF A CANNABIS MANUFACTURING FACILITY LOCATED 7290 FARINON ROAD IN COLUSA.

WHEREAS, the City has received applications for development of cannabis manufacturing facilities, and

WHEREAS, the City has no established City Municipal and Zoning Code regulations in place for the orderly development of such uses, and

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, said municipal code and zoning amendments; and

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

NOW, THEREFORE, BE IT RESOLVED by the City of Colusa Planning Commission, that the Planning Commission recommends that the City Council of the City of Colusa adopt an ordinance of the City Council of the City of Colusa approving a Development Agreement by and between the City of Colusa and RPTS, Inc.

THE FOREGOING RESOLUTION was duly introduced and passed at a regular meeting of the City of Colusa Planning Commission held on the 30th day of November, 2020, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

Signed and approved as to form by me on this ____ day of November, 2020

ATTEST: _____
Planning Commission Chair

Planning Clerk

ATTACHMENT 1 -- Development Agreement

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Colusa
425 Webster Street
Colusa, CA 95932

Attention: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 2020 (the "Execution Date"), by and between the **CITY OF COLUSA, a California municipal corporation** ("City") and **RPTS Development, Inc** ("Owner"). City and Owner are sometimes referenced together herein as the "Parties." In instances when a provision hereof applies to each of the Parties individually, either may be referenced as a "Party." The Parties hereby jointly render the following statement as to the background facts and circumstances underlying this Agreement.

RECITALS

- A. The State of California enacted California Government Code Sections 65864 *et seq.* ("Development Agreement Statutes") to authorize municipalities to enter into development agreements with those having an interest in real property to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development in connection with the development of real property within their jurisdiction.
- B. The purpose of the Development Agreement Statutes is to authorize municipalities, in their discretion, to establish certain development rights in real property for a period of years regardless of intervening changes in land use regulations, to vest certain rights in the developer, and to meet certain public purposes of the local government.
- C. Owner intends to lease/acquire an approximately 12,000-square-foot building located on 1.64 acres of property located at 7290 Farinon Rd in the City of Colusa, County of Colusa, State of California (the "Site"). The site is more fully described in Exhibit A and shown on the map in Exhibit B.
- D. Owner intends to operate a Cannabis Manufacturing Facility as defined in the City of Colusa Ordinance 519 as "Cannabis Manufacturing means the cultivation, processing, extraction, manufacturing, testing, distribution, and transportation of cannabis and cannabis products." Such Cannabis Manufacturing Facilities shall

operate in accordance with the Medicinal and Adult Use of Cannabis Regulation and Safety Act ("MAUCRSA") and other California State cannabis laws, creating a unified regulatory structure for adult use and medical cannabis, including regulation of the operation of a nursery, cultivation, manufacturing, processing, distribution and testing of cannabis (collectively the "California Medical Marijuana Laws"). Prior to operating a cannabis facility, Tenants shall be required to obtain a special use permit and regulatory permit from City. Owner and Tenants (if any) shall collectively be referred to in this Agreement as Developers.

- E. Ultimately, Developer intends to obtain all necessary state licenses issued pursuant to MAUCRSA to operate the Cannabis Manufacturing Facility at the Site once such licenses are being issued.
- F. Developers presently intend to develop and open a Cannabis Manufacturing Facility on the Site (featuring 15 to 20 employees) consistent with the California Marijuana Laws and Project Approvals (known as the "Project" as further described below).
- G. On July 18, 2017, City adopted Ordinance 519 permitting Cannabis Manufacturing Facilities in strict compliance with the applicable California laws regulating cannabis cultivation, manufacturing, processing, and distribution under certain conditions and provisions.
- H. City and Owner have agreed that, as a condition of allowing the Project, as defined herein, and due to the unique circumstances of the proposed Project, Owner shall pay to the City quarterly fees based on the gross revenue of the Cannabis Manufacturing operations as hereinafter defined, which fees shall abate if and when the City adopts a tax on Cannabis Manufacturing Facilities.
- I. The City of Colusa, as "Lead Agency," has determined that —based upon CEQA Guidelines Section 15061 (b) (3)— the Project 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.
- J. City has given public notice of its intention to adopt this Agreement and has conducted public hearings thereon pursuant to California Government Code §65867. City has found that the provisions of this Agreement and its purposes are consistent with the objectives, policies, general land uses and programs specified in the City's General Plan, zoning code and municipal ordinances.
- K. City, in entering into this Agreement, acknowledges that certain City obligations hereby assumed shall survive beyond the terms of the present Council members, that this Agreement will serve to bind City and future Councils to the obligations

hereby undertaken, and that this Agreement shall limit the future exercise of certain governmental and proprietary powers of City. By approving this Agreement, the Council has elected to exercise certain governmental powers at the time of entering into this Agreement rather than defer its actions to some undetermined future date. The terms and conditions of this Agreement have undergone extensive review by City and the Council and have been found to be fair, just and reasonable. City has concluded that the pursuit of the Project will serve the best interests of its citizens and that the public health, safety and welfare are best served by entering into this obligation. Owner has represented to City that it would not consider or engage in the Project absent City approving this Agreement; *i.e.*, assuring Owner that it will enjoy the development rights.

- L. The City agrees that Owner's land use entitlements for the Project shall vest for the term of this Agreement as described below.
- M. After conducting a duly noticed hearing on November 30, 2020, the Planning Commission of the City reviewed, considered and voted _____, passed a resolution recommending City Council approval of an Ordinance approving this Agreement.
- N. After conducting a duly noticed hearing on _____ and after independent review and consideration, the City Council approved the execution of this Agreement. The City Council found the Project: consistent with the objectives, policies, general land uses and programs specified in the general plan; compatible with the uses authorized in the zoning code; is in conformity with good land use practices; will not be detrimental to the health, safety and general welfare of the City; and is in the best interest of the City of Colusa and its residents.
- O. Production Fee. "Production Fee" shall mean any cannabis cultivation, processing, testing, distribution, and transportation of cannabis and cannabis products.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Binding Effect of Agreement. The Parties agree that the Recitals above are true and correct and intend to be bound by same; the Parties further agree to the incorporation by reference herein of said Recitals, together with all definitions provided and exhibits referenced therein. Except as otherwise provided in Section 15 of this Agreement, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants which run with the Site. In order to provide continued notice thereof, the Parties will record this Agreement with the Colusa County Recorder. The word "Owner" as previously defined and used herein shall include successor owners, apart from government or quasi-public agencies, of any portion of the Site. Should the size or

orientation of any Site component specified above be changed in minor respects, e.g., changed by a lot line adjustment, this Agreement shall not thereby be deemed to have been affected or invalidated, but the rights and obligations of the Parties and their successors shall remain as provided herein.

2. Relationship of the Parties. It is hereby specifically understood and acknowledged that the Project is a private project and that neither City nor Developers will be deemed to be the agent of the other for any purpose whatsoever. City and Developers hereby renounce the existence of any form of joint venture or partnership between or among them and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Developers joint venturers or partners.

3. Term. Except as otherwise specified herein, the term of this Agreement (the "Term") is 10 years from the date the Owner begins commercial operation at the Project Site ("Operation Date"). The Operation Date shall be no later than 12 months following the Execution Date. The Term shall generally be subject to earlier termination or extension as hereinafter provided.

3.1 Term Extension – Third Party Issues. Notwithstanding the Parties' expectation that there will be no limit or moratorium upon the Project's development or the issuance of building or other development related permits (a "Development Limitation") during the Term, the Parties understand and agree that various third parties may take action causing a *de facto* Development Limitation. Consequently, the Term shall be extended for any delay arising from or related to any of the potential Development Limitations that follow in the subsections below for a time equal to the duration of that delay occurring during the Term. No Development Limitation may arise or result from an action or omission by Developers.

3.1.1 Litigation. Any third party-initiated litigation that arises from or is related to any City action or omission with respect to this Agreement or any subsequent City approval required in connection with the Project's development, or third party initiated litigation having the actual effect of delaying the Project's development. This extension period related hereto shall include any time during which appeals may be filed or are pending.

3.1.2 Government Agencies. Any delay arising from or related to the act(s) or omission(s) any third-party governmental agency, quasi-public entity or public utility, and beyond the reasonable control of Developers.

3.1.3 Force Majeure. Any delay resulting from riot, war, acts of terrorism, an event during the Term creating radioactive or toxic/hazardous contamination, a catastrophic earthquake, flood, fire or other physical natural disaster, excluding weather conditions regardless of severity, strikes or industrial disputes at national level effecting development involved personnel not employed by Developers, their subcontractors or suppliers and effecting an essential portion of the Project's development, excluding any industrial dispute that is specific to development taking place as a part of the Project.

3.2 Term Extensions. The Term of this Agreement will be extended for seven additional years upon a determination of the City Council, by way of resolution of the City Council acted on at a regularly scheduled meeting, that both of the conditions listed in subparts 3.2.1 and 3.2.2 below have been fully satisfied are the Owner is in full compliance:

3.2.1. No Default by Owner. Owner shall not be in default with respect to any provision of this Agreement or any subsequent agreement or understanding between the Parties arising from or related to this Agreement, having received notice from City of said default per this Agreement, or if Owner did in fact default as to this Agreement, upon notice from City, that Owner did cure said default during the period to cure provided herein to City's satisfaction.

3.2.2 Finding of Community Compatibility. The City Council shall review the operations of Owner prior to granting an extension of the term of this Agreement and make a finding that the Cannabis Manufacturing, notwithstanding that the Cannabis Manufacturing may not be in precise technical compliance with the issued regulatory permit and special use permit, continue to be compatible with surrounding land uses and are not detrimental to the public health, safety and general welfare.

3.2.3. Mutual Agreement of Parties. In addition to the process listed above for a seven-year term extension, this Agreement's Term may be extended by mutual agreement of the Parties and formal amendment of this Agreement.

3.3 Termination of Agreement. Upon the termination of this Agreement, either by expiration or otherwise, Developers shall have no right to engage in Cannabis Manufacturing at the Project Site, except as may otherwise be allowed by City ordinance, law or separate development agreement.

4. Defined Terms. As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

4.1. Certified Report. "Certified Report" shall mean a detailed document prepared by Developers on a form acceptable to the City's Director of Finance to report to the City of the Cannabis Manufacturing distribution and sales, as defined herein, in the Project during each Operational Quarter, as defined herein. Each Certified Report shall be certified as true and correct by a duly authorized officer of Owner.

4.2. Production Fee. "Production Fee" shall mean a quarterly fee remitted to the City by Owner based on the gross wholesale receipts of its operations, as defined below, or the prorated portion therein for any six-month quarterly period in which the business begins operation, in the amount of 3% of gross sales from operations.

4.3. Facility Fee. Facility Fee shall mean an annual fee remitted to the City by Owner in the amount of \$15 per gross square foot of the facility used exclusively for manufacturing cannabis. For the first 20,000 square feet of facility area and \$7.50 per square foot for all additional area in excess of the initial 20,000 square feet of area in the entire facility.

4.4. If applicable, the Facility Fee shall be paid annually, starting 6 (six) calendar months from the Operation Date and be prorated to any operational month the facility or portion of the facility is completed and used for cannabis manufacturing. A late fee of 5% shall be added to any payment 30 days past due.

4.5. Certification of Non-Income Tax Exemption. Owner certifies that Owner is not income tax exempt under State or Federal Law and that Owner will not file for such an exemption from the Internal Revenue Service or the Franchise Tax Board. Owner will also require all Tenant(s) to certify that Tenant(s) are not income tax exempt under State or Federal Law and will not file for such an exemption.

4.6. Land Use Regulations. "Land Use Regulations" shall mean all ordinances, resolutions, codes, rules, regulations and official policies of the City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, timing and phasing of development, the maximum height and size of buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction and initial occupancy standards and specifications applicable to the Project. "Land Use Regulations" do not include any City ordinance, resolution, code, rule, regulation or official policy governing:

4.6.1. The conduct or taxation of businesses, professions, and occupations applicable to all businesses, professions, and occupations in the City;

4.6.2. Other than as provided in this Agreement, taxes and assessments of general application upon all residents of the City, provided that the taxes and assessments are not imposed for the purpose of taxing the right, power or privilege of developing or improving land (e.g., excise tax) or to directly finance the acquisition or dedication of open space or any other public improvement in respect of which the Developer is paying any fee or providing any improvement pursuant to this Agreement;

4.6.3. The control and abatement of nuisances.

4.6.4. The granting of encroachment permits and the conveyance of rights and interests which provides for the use of, access to or the entry upon public property, as may be approved by mutual agreement between Developer and City; and

4.6.5. The exercise of the power of eminent domain.

4.7. "Existing Land Use Regulations" means all Land Use Regulations in effect as of the approval date of this Agreement, including the Project Approvals.

4.8. Operational Quarter. "Operational Quarter" shall mean any calendar quarter during which any gross revenue of the Project is produced.

5. Fee Payments by Owner. In consideration of City's entering into this Agreement and authorizing the development and operation of the Project, the

requirements for City services created by the Project, the City insuring Developers compliance with this Agreement, California medical marijuana laws and the City's municipal ordinances, throughout the Term of this Agreement, Owner shall make the following payments to City:

5.1. Production Fee Payments by Owner. Quarterly payments of the Production Fee by Owner to the City as specified in Section 6 herein. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement, but the Production Fee under this Agreement shall cease if any City-wide tax is imposed specifically on Cannabis Manufacturing operations.

6. Payment Procedures. The following payment procedures shall apply during the operation of the Project:

6.1. Remittance of Fees; Certified Reports. Within thirty (30) calendar days following the end of each quarterly period during the Term of this Agreement, Owner shall submit the Certified Report to the City's Finance Director and a payment for the Production and Manufacturing, Cultivation and Distribution Fees for that Operational Period as identified in the Certified Report. Owner shall pay Fees to the City on a quarterly basis without exception. Any material misstatement or misrepresentation in the Certified Report and any failure to pay Fees when due shall constitute events of default by Developers subject to the default provisions of this Agreement.

6.2. Maintenance of Records. Developers shall maintain complete records of their operations to substantiate and document the content of each Certified Report. Such records shall include, without limitation, invoices and payments taken by Tenants and/or any operator of the facility. Developers shall maintain such records in a form and location reasonably accessible to the City, following reasonable notice to Developers and/or any operator, for a period of at least five (5) calendar years following Owner's submission of the Certified Report to which the records apply.

6.3. Audit. Within ninety (90) calendar days following the end of each Operational Quarter, the City may conduct an audit or arrange for a third-party independent audit, at Developers' expense, of Developers records regarding Certified Reports and the Fees. The City's Finance Director shall provide at least seven (7) business days written notice of the commencement of such audit to Developers, and shall reasonably attempt to schedule the audit so as to reduce the impact on Tenants' operations as much as is feasible. Developers shall cooperate with the City in completing the audit. If the audit reveals that Owner has underpaid the Fees, Owner shall pay such underpaid amounts to the City within thirty (30) calendar days of receipt of written notice from the City's Director of Finance in addition to all costs of the audit, including city staff time and outside consultants. If the audit reveals that the Owner has overpaid any amount of the Production or Nursery Fees, City shall provide written notification to Owner and shall credit such amount against Owner's subsequent quarterly payment of Fees.

7. Covenants of Owner. During the Term of this Agreement, Owner hereby covenants and agrees with the City as follows:

7.1. Implementation. Owner shall use commercial reasonable efforts to pursue the implementation of the Project as expeditiously as feasible, in the form approved by the City, subject to all applicable laws, this Agreement, the Project Approvals and the Municipal Code.

7.1.1. Developer shall comply with all applicable state regulations governing its manufacturing operations. If permanent regulations are not in place at the time operations commence, Developer shall comply with whatever temporary, interim, or urgency regulations that are in effect pending the State's consideration and adoption of permanent regulations.

7.2. Enhanced Design Requirement. Owner shall submit a design plan for the building and site, for review and approval by the Planning Director, which shall incorporate at a minimum, security fencing and landscaping improvements consistent with the policies in the City's General Plan.

7.3. Maintain & Operate Project. Owner and Tenants shall maintain and operate the Project on the Site, once constructed, throughout the Term of this Agreement, in accordance with the Project Approvals and all City, and State laws.

7.4. Hold Harmless. Owner shall defend (with counsel reasonably acceptable to City), indemnify and hold City and its councilpersons, officers, attorneys, agents, contractors, and employees (collectively, the "Indemnified Parties") harmless from and against all losses, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), damages (including, without limitation, consequential damages), claims and liabilities arising from the Project, this Agreement, the approval of the Project, and the activities of Developers, their members, officers, employees, agents, contractors, invitees and any third parties on the Site, from and against any challenges to the validity of this Agreement or other Project Approvals. The obligations of Owner under this Section shall survive the expiration or any earlier termination, as applicable, of this Agreement.

8. Covenants of City. During the Term of this Agreement, City hereby covenants and agrees with Owner as follows:

8.1. Expeditious Services. City shall process applications and address questions and concerns raised by Developers representatives at the "counter" at City Hall as expeditiously as reasonably possible. Upon Owner's request, or if, in an exercise of City's own discretion, City staff determines that it cannot comply with this section, City shall expeditiously engage the services of private contract planners, plan checkers or inspectors ("Private Contractors") to perform such services as may be necessary to assist in processing the project plans as described herein. Compensation of such Private Contractors shall be at Owner's sole cost and expense, inclusive of any administrative cost to City of integrating services by Private Contractors into the project's development processing. Owner shall pay such costs and expenses of Private

Contractors via reimbursement to City, per City's applicable policies and procedures. City shall have absolute discretion in the selection of such Private Contractors.

8.2 Vested Rights. During the Term of this Agreement, Owner shall have the vested right and entitlement to develop and operate the Project in accordance with the Existing Land Use Ordinances, in addition to any Cannabis Manufacturing Operating Standards adopted by the City Council, which may be amended at the City's discretion. Parties acknowledge that neither the City nor the Owner can at this time predict when or the rate at which or the order in which parts of the Project will be developed. Owner shall have the vested right to develop the Project in such order and at such rate and at such times as Owner deems appropriate in the exercise of its business judgment, provided that Owner is in compliance with the Project Approvals.

8.3 Building Permits and Other Approvals and Permits. Subject to (a) Owner's compliance with this Agreement, the Project Approvals the Existing Land Use Ordinances, the Building Ordinances, and Operating Standards; and (b) payment of the usual and customary fees and charges of general application charged for the processing of such applications, permits and certificates and for any utility connection, or similar fees and charges of general application, the City shall process and issue to Developers promptly upon application therefore all necessary use permits, building permits, occupancy certificates, regulatory permits, licenses and other required permits for the construction, use and occupancy of the Project, or any portion thereof, as applied for, including connection to all utility systems under the City's jurisdiction and control (to the extent that such connections are physically feasible and that such utility systems are capable of adequately servicing the Project).

8.4 Procedures and Standards. The standards for granting or withholding permits or approvals required hereunder in connection with the development of the Project shall be governed as provided herein by the standards, terms and conditions of this Agreement and the Project Approvals, and to the extent not inconsistent therewith, the Existing Land Use Ordinances, but the procedures for processing applications for such permits or approvals (including the usual and customary fees of general application charged for such processing) shall be governed by such ordinances and regulations as may then be applicable.

9. Effect of Agreement.

9.1 Grant of Right. This Agreement shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full. The Parties acknowledge that this Agreement grants Owner the right and entitlement to develop the Project and use the land pursuant to specified and known criteria and rules as set forth in the Project Approvals and Existing Land Use Ordinances, and to grant the City and the residents of the City certain benefits which they otherwise would not receive.

9.2 Binding on City/Vested Right of Owner. This Agreement shall be binding upon the City and its successors in accordance with and subject to its terms and conditions notwithstanding any subsequent action of the City, whether taken by ordinance or resolution of the City Council, by referenda, initiative, or otherwise. The Parties acknowledge and agree that by entering into this Agreement and relying

thereupon, the Owner has obtained, subject to the terms and conditions of this Agreement, a vested right to proceed with its development of the Project as set forth in the Project Approvals and the Existing Land Use Ordinances, and the timing provisions of Section 3, and the City has entered into this in order to secure the public benefits conferred upon it hereunder which are essential to alleviate current and potential problems in the City and to protect the public health, safety and welfare of the City and its residents, and this Agreement is an essential element in the achievement of those goals.

9.3 Future Conflicting Local Laws. If any City law, including ordinances, resolutions, rules, regulations, standards, policies, conditions and specifications (collectively "City Laws") are enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Project Site or Project. The Parties, however, acknowledge that the City's approval of this Agreement and the City Approvals are legislative actions subject to referendum.

9.3.1 Without limiting the generality of the foregoing, no moratorium or other limitation whether relating to the rate, timing, phasing or sequencing of development affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Project. Owner agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a moratorium or to impose any other limitation that may affect the Project.

10. Specific Criteria Applicable to Development of the Project.

10.1 Applicable Ordinances. Except as set forth in the Project Approvals and subject to the provisions of Section 10.2 below, the Existing Land Use Ordinances shall govern the development of the Site hereunder and the granting or withholding of all permits or approvals required to develop the Site; provided, however, that (a) Owner shall be subject to all changes in processing, inspection and plan-check fees and charges imposed by City in connection with the processing of applications for development and construction upon the Site so long as such fees and charges are of general application and are not imposed solely with respect to the Project Site, (b) Owner shall abide by the Building Ordinances in effect at the time of such applications, (c) Development Impact Fees to be paid by Owner shall be those in effect at the time permits are issued subject to those fees, and (d) development shall be consistent with current Operating Standards.

10.2 Amendment to Applicable Ordinances. Any change to the Existing Land Use Ordinances that conflicts with the Project Approvals shall nonetheless apply to the Project if, and only if (i) it is consented to in writing by Owner in Owner's sole and absolute discretion; (ii) it is determined by City and evidenced through findings adopted by the City Council that the change or provision is reasonably required in order to prevent a condition dangerous to the public health or safety; (iii) it is required by changes in State or Federal law; (iv) it consists of changes in, or new fees permitted by, Section 4.1; or (v) it is otherwise expressly permitted by this Agreement. The Parties

anticipate that the City shall subsequently adopt Operating Standards that govern this type of use, which Regulations, and any amendments thereto, shall apply to the Project.

10.3 Applicability of Zoning Amendments. In the event that the City zoning ordinance is amended by the City in a manner which provides more favorable site development standards for the Project Site or any part thereof than those in effect as of the Effective Date, Owner shall have the right to notify the City in writing of its desire to be subject to all or any such new standards for the remaining term of this Agreement. If City agrees, by resolution of the City Council, such new standards shall become applicable to the Project. Should City thereafter amend such new standards, upon the effective date of such amendment, the original new standards shall continue to apply to the Project as provided above, but Owner may notify City in writing of its desire to be subject to all or any such amended new standards and City shall agree in the manner above provided to apply such amended new standards to the Project.

11. Permitted Delays; Supersedure by Subsequent Laws.

11.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Owner and City shall be excused from performance of their obligations hereunder during any period of delay caused by acts of mother nature, civil commotion, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, any referendum elections held on the Enacting Ordinance, or the Land Use Ordinances, or any other ordinance effecting the Project or the approvals, permits or other entitlements related thereto, or restrictions imposed or mandated by governmental or quasi-governmental entities, enactment of conflicting provisions of the Constitution or laws of the United States of America or the State of California or any codes, statutes, regulations or executive mandates promulgated thereunder (collectively, "Laws"), orders of courts of competent jurisdiction, or any other cause similar or dissimilar to the foregoing beyond the reasonable control of City or Owner, as applicable. Each Party shall promptly notify the other Party of any delay hereunder as soon as possible after the same has been ascertained. The time of performance of such obligations shall be extended by the period of any delay hereunder.

11.2 Supersedure of Subsequent Laws or Judicial Action.

11.2.1 The provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with any new Law or decision issued by a court of competent jurisdiction (a "Decision"), enacted or made after the Effective Date which prevents or precludes compliance with one or more provisions of this Agreement. Promptly after enactment of any such new Law, or issuance of such Decision, the Parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Owner and City shall have the right to challenge the new Law or the Decision preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and

effect, except that the Term shall be extended, in accordance with Section 2.1 above, for a period of time equal to the length of time the challenge was pursued, to extent such challenge delayed the implementation of the project.

12. Operating Memoranda. The provisions of this Agreement require a close degree of cooperation between the City and the Developers. It is anticipated due to the term of this Agreement that refinements to the approvals may be appropriate with respect to the details of performance of the City and the Developers. To the extent allowable by law, the Developers shall retain a certain degree of flexibility as provided herein with respect to all matters, items and provisions covered in general under this Agreement. When and if the Developers finds it necessary or appropriate to make changes, adjustments or clarifications, the Parties shall enter into memoranda ("Operating Memoranda") approved by the Parties in writing, which reference this Section of the Agreement. Operating Memoranda are not intended to constitute an amendment to this Agreement but mere ministerial clarifications; therefore, public notices and hearings shall not be required. The City Attorney shall be authorized upon consultation with the Developers, to determine whether a requested clarification may be effectuated pursuant to this Section or whether the requested clarification is of such character to constitute an amendment to the Agreement which requires compliance with the provisions of this Agreement pertaining to amendments. The authority to enter into such Operating Memoranda is hereby delegated to the City Manager, and the City Manager is hereby authorized to execute any operating Memoranda hereunder without further City Council action.

13. CEQA. 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.

14. Building Permits. Nothing set forth herein shall impair or interfere with the right of City to require the processing of building permits as required by law relating to any specific improvements proposed for the Project pursuant to the applicable provisions of the City's municipal code, inclusive of such California and International Codes as have been adopted in accord therewith, that are in effect at the time such permits are applied for; provided, however, no such permit processing shall authorize or permit City to impose any condition on and/or withhold approval of any proposed improvement the result of which would be inconsistent with this Agreement.

15. Assignment and Transfer of Rights. Except as otherwise provided in this Section, the burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors-in-interest of the Parties and constitute covenants that run with the Site. Owner, for itself, its heirs, distributes, executors, administrators, legal representatives, successors and assigns, shall not, at any time during the Term, assign, convey, lease, sell or otherwise transfer all or any portion of its rights under this

Agreement ("Assignable Rights") to a third party, a subordinate entity, or a related entity (make an "Assignment") without the prior written consent of City in each instance, which consent which consent will not be unreasonably withheld, provided the entity receiving the Assignment is qualified to conduct business under all City codes and ordinances, and obtains all required state and City permits. Any assignment in violation of this Section will be void. No permitted assignee of this Agreement may further assign this Agreement without City's prior written consent.

16. Review for Compliance.

16.1 Periodic Review. Pursuant to CGC §65865.1, City shall engage in an annual review this Agreement, on or before the anniversary of the date of execution, in order to ascertain Owner's good faith compliance with its terms (the "Periodic Review"). In the event City fails to formally conduct such annual review, Owner shall be deemed to be in full compliance with the Agreement.

17. Amendment or Cancellation. This Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties or in the manner provided in CGC §65865.1 or CGC §65868 and subsection 3.2 above.

17.1 Provide Notice. Provide the other Party with written notice of such State or Federal law or regulation, a copy of such law or regulation and a statement identifying how such law regulation conflicts with the provisions of this Agreement.

17.2 Meet and Confer. Upon notice by one Party to another as to preemption or frustration of this Agreement by law or regulation, the Parties shall promptly meet and confer in good faith and make a reasonable attempt to modify or suspend this Agreement to comply with such applicable Federal or State law or regulation. If the Parties cannot agree on a manner or method to comply with such Federal or State law or regulation, the Parties may, but shall not be required to, engage in alternative dispute resolution.

18. Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be either personally delivered (which shall include delivery by means of professional overnight courier service which confirms receipt in writing [such as Federal Express or UPS]), sent by telecopier or facsimile ("Fax") machine capable of confirming transmission and receipt, or sent by certified or registered mail, return receipt requested, postage prepaid to the following parties at the following addresses or numbers:

If to City:

City of Colusa
425 Webster Street
Colusa CA 95932
Attention: City Manager

With copy to: Jones & Mayer, City Attorney

8150 Sierra College Blvd., Suite 190
Roseville California 95661
Attention: Ryan R. Jones, Esq.

If to Owner:

RPTS Development, Inc
31686 Leather Wood DR
Winchester, CA 92596

With copy to:

John Schau, Esq.
1556 Madrid Dr
Vista, CA 92081

Notices sent in accordance with this Section shall be deemed delivered upon the: **(a)** date of delivery as indicated on the written confirmation of delivery (if sent by overnight courier service); **(b)** date of actual receipt (if personally delivered by other means); **(c)** date of transmission (if sent by email or telecopier, so long as sender receives actual confirmation that the transmission was received); or **(d)** date of delivery as indicated on the return receipt (if sent by certified or registered mail, return receipt requested). Notice of change of address shall be given by written notice in the manner detailed in this Section.

19. Breach and Remedies. Notwithstanding any provision of this Agreement to the contrary, Developers shall not be deemed to be in default under this Agreement with respect to any obligation owed solely to City, and City may not terminate or modify Developers' rights under this Agreement, unless City shall have first delivered a written notice of any alleged default to Owner that specifies the nature of such default. If such default is not cured by Owner within sixty (60) days after receipt of such notice of default, or with respect to defaults that cannot be cured within such period, Owner fails to commence to cure the default within thirty (30) days after receipt of the notice of default, or thereafter fails to diligently pursue the cure of such default, City may terminate Owner's rights under this Agreement. Default by any Assignee or Owner's successor in interest shall affect only that portion of the Site owned by such Assignee or successor, and shall not cancel or diminish in any way Owner's rights with respect to any portion of the Site not owned by such Assignee or successor. In the event that a

breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching Party and damages will be an inadequate remedy. To the extent permitted by law, therefore, it is expressly recognized that injunctive relief and specific enforcement of this Agreement are proper and desirable remedies, and it is agreed that any claim by Owner against City for an alleged breach of this Agreement shall be remedied by injunctive relief or an appropriate action for specific enforcement of this Agreement and not by a claim or action for monetary damages.

20. Entire Agreement. This Agreement and the Exhibits herein contain the entire integrated agreement among the Parties. The Parties intend that this Agreement state their agreement in full to each and every one of its provisions. Any prior agreements, understandings, promises, negotiations or representations respecting the matters dealt with herein or the duties of any Party in relation thereto, not expressly set forth in this Agreement, are agreed by all Parties to be null and void.

21. Severability. If any term, provision, condition, or covenant of this Agreement, or the application thereof to any Party or circumstance, shall to any extent be held invalid or unenforceable, the remainder of the instrument, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

22. Attorneys' Fees. If the services of any attorney are required by any party to secure the performance of this Agreement or otherwise upon the breach or default of another party, or if any judicial remedy or arbitration is necessary to enforce or interpret any provisions of this Agreement or the rights and duties of any person in relation to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled. Prevailing party includes (a) a party who dismisses an action in exchange for sums allegedly due; (b) the party that receives performance from the other party of an alleged breach of covenant or a desired remedy, if it is substantially equal to the relief sought in an action; or (c) the party determined to be prevailing by a court of law.

Whenever provision is made in this Agreement for the payment of attorney's fees, such fees shall be payable whether the legal services are rendered by a salaried employee for the party or by independent counsel and shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which constitute one and the same instrument.

24. Execution of Agreement. The Parties shall sign this Agreement on or within five (5) business days of approval.

25. Estoppel Certificate. City shall, at any time and from time to time within ten (10) days after receipt of written notice from Owner so requesting, execute, acknowledge and deliver to Owner a statement in writing: **(a)** certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect); and **(b)** acknowledging that there are no uncured defaults on the part of Owner hereunder or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the Site. Upon Owner's written request, City shall issue a certificate of performance evidencing completion of any of Owner's obligation(s) under this Agreement.

26. Encumbrances on Real Property.

26.1 Discretion to Encumber. The Parties hereto agree that this Agreement shall not prevent or limit Owner, in any manner, at Owner's sole discretion, from encumbering the Site or any portion thereof or any improvements thereon then owned by such person with any mortgage, deed of trust or other security device ("Mortgage") securing financing with respect to the Site or such portion. City acknowledges that the lenders providing such financing may require certain modifications, and City agrees, upon request, from time to time, to meet with Owner and/or representatives of such lenders to negotiate in good faith any such request for modification. City further agrees that it will not unreasonably withhold its consent to any such requested modification. Any mortgagee or trust deed beneficiary of the Site or any portion thereof or any improvements thereon and its successors and assigns ("Mortgagee") shall be entitled to the following rights and privileges.

26.2 Lender Requested Modification/Interpretation. City acknowledges that the lenders providing financing to Developers may request certain interpretations and modifications of this Agreement. City therefore agrees upon request, from time to time, to meet with the Developers and representatives of such lenders to negotiate in good faith any such request for interpretation or modification. The City will not unreasonably withhold its consent to any such requested interpretation or modification provided such interpretation or modification is consistent with the intent and purposes of this Agreement, provided, further, that any modifications of this Agreement are subject to the provisions of this Agreement relative to modifications or amendments.

26.3 Mortgage Protection. This Agreement shall be superior and senior to the lien of any Mortgage. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, and any acquisition or acceptance of title or any right or interest in or with respect to the Site or any portion thereof by a Mortgagee (whether pursuant to a Mortgage, foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise) shall be subject to all of the terms and conditions of this Agreement.

26.4 Mortgagee Not Obligated. Notwithstanding the provisions of Section 26.2, no Mortgagee will have any obligation or duty under this Agreement to perform the obligations of Owner or other affirmative covenants of Owner hereunder, or to guarantee such performance, except that to the extent that Mortgagee opts to receive the benefits of the Agreement, including the right to operate, any covenant to be performed by Owner is a condition to the performance of a covenant by City, the performance thereof shall continue to be a condition precedent to City's performance hereunder. No Mortgagee will be liable for any monetary defaults arising prior to its acquisition of title to the Site or any portion thereof. Uncured monetary defaults will terminate the Agreement and Mortgagee's right to operate.

26.5 Written Notice of Default. Each Mortgagee shall be entitled to receive written notice from City of any default by Owner under this Agreement, if such default is not cured within thirty (30) days, provided such Mortgagee has delivered a written request to City for such notice. Each Mortgagee shall have a further right, but not the obligation, to cure such default for a period of thirty (30) days after receipt of such notice of default. Any non-curable defaults of Owner of any obligation owed solely to City arising prior to Mortgagee's acquisition of title to the Site or any portion thereof shall be waived; provided, however, the non-payment of money shall not be deemed a non-curable default.

27. Binding Effect. This Agreement shall be binding on and inure to the benefit of the Parties to this Agreement and, subject to City's written consent, their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Agreement.

28. Governing Law and Venue. This Agreement and the legal relations between the Parties shall be governed by and construed in accordance with the laws of the State of California. Furthermore, the Parties agree to venue in the Superior Court of Colusa County, California.

29. Mutual Covenants. The covenants contained herein, including those contained in the Recitals herein, are mutual covenants and also constitute conditions to the concurrent or subsequent performance by the party benefited thereby of the covenants to be performed hereunder by such benefited party.

30. Successors in Interest. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the

Parties to this Agreement ("Successors"). Furthermore, the rights and remedies, together with the benefits and burdens of this Agreement of each Party to this Agreement shall be coextensive with those of its Successors. All provisions of this Agreement shall be enforceable as equitable servitude's and constitute covenants running with the land. Each covenant to do or refrain from doing some act hereunder with regard to development of the Site: (a) is for the benefit of and is a burden upon every portion of the Site; (b) runs with the Site and each portion thereof; and, (c) is binding upon each Party and each Successor during ownership of the Site or any portion thereof. From and after recordation of this Agreement, the Agreement shall impute notice to all persons and entities in accord with the recording laws of this State.

31. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties and their Successors and Assignees. No other person or entity shall have any right of action based upon any provision of this Agreement.

32. Waiver. Failure by a Party to insist upon the strict performance of any of this Agreement's provisions by the other party, or the failure by a Party to exercise its rights upon the default of the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by the other Party with the terms of this Agreement thereafter.

33. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

34. Recordation of Agreement. This Agreement and any amendment or cancellation thereof shall be recorded with the County Recorder by the City Clerk within the period required by Government Code Section 65868.5.

35. Headings. The headings in this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

36. Waiver. The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

37. Jointly Drafted. It is agreed among the parties that this Agreement was jointly negotiated and jointly drafted by the Parties and their respective counsel, and that it shall not be interpreted or construed in favor of or against any party solely on the ground that it drafted the Agreement. It is also agreed and represented by all Parties that said Parties were of equal or relatively equal bargaining power and that in no way whatsoever shall this Agreement be deemed to be a contract of adhesion, or unreasonable or unconscionable.

38. Independent Legal Counsel. Each party acknowledges that it has been represented by independent legal counsel of its own choice throughout all of the negotiations that preceded the execution of this Agreement or has knowingly and voluntarily declined to consult legal counsel, and that each Party has executed this Agreement with the consent and on the advice of such independent legal counsel.

39. Further Cooperation. The parties herein agree to execute any and all agreements, documents or instruments as may be reasonably necessary in order to fully effectuate the agreements and covenants of the Parties contained in this Agreement, or to evidence this Agreement as a matter of public record, if required to fulfill the purposes of this Agreement. The Parties further agree to mutually cooperate with one another in carrying out the purposes of this Agreement.

40. Enforceability. This Agreement shall not become binding and shall have no force and effect whatsoever until such time as it has been fully executed by and delivered to all of the parties hereto.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Execution Date.

Signatures on Next Page

"CITY"

CITY OF COLUSA, CA
a California Municipal Corporation

Date: _____, 2019

By: _____

Mayor

Attest:

By: _____

City Clerk

Approved as to form:

Jones & Mayer

By: _____

Ryan R. Jones, Esq.
City Attorney

"Authorized Agent"

Randall Parker

By: _____

Date: _____, 2019

By: _____

By: _____

Approved as to form:

By: _____
Attorney for Owner

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, 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 of Notary

ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____, 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 of Notary

EXHIBIT "A"

Legal Description

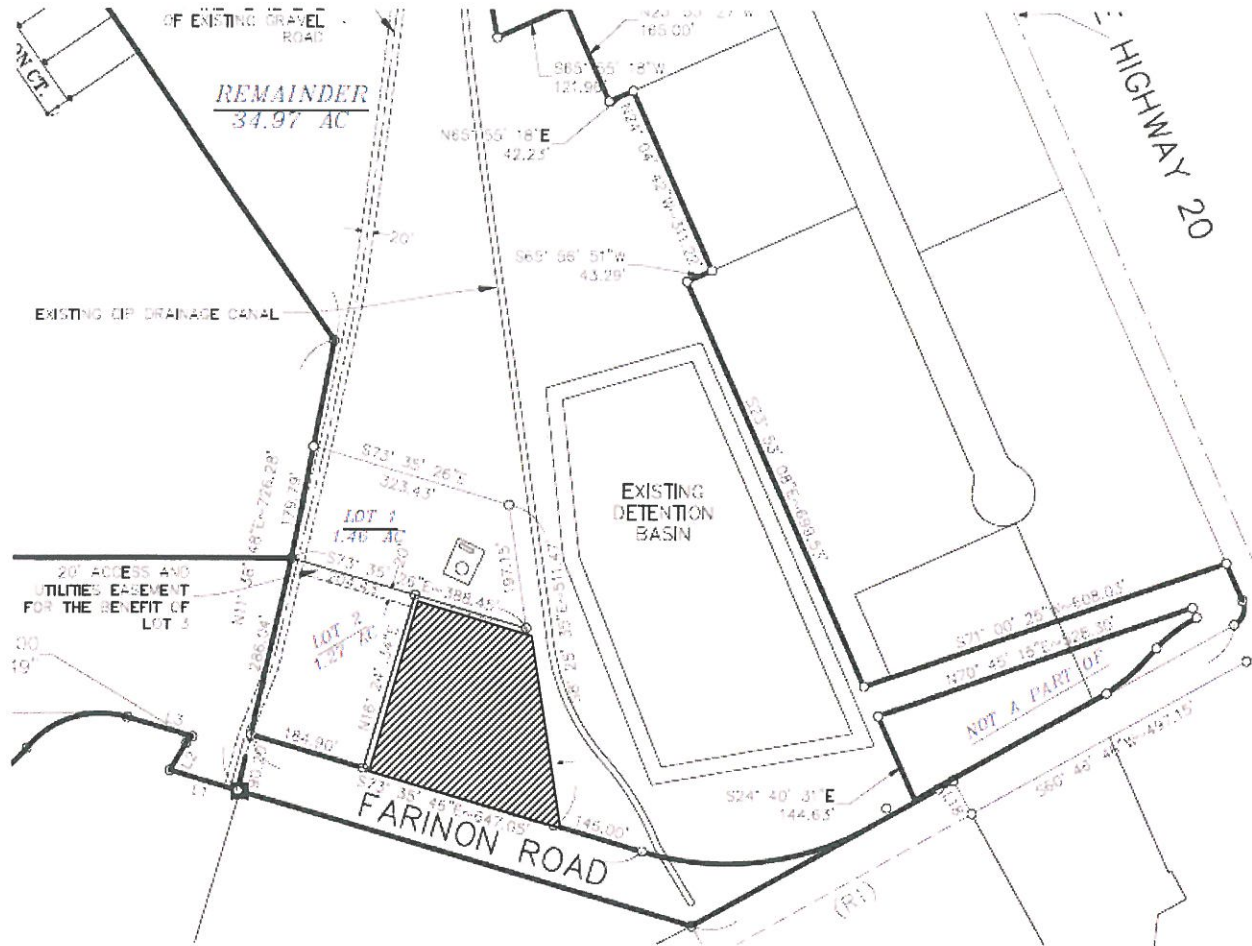
(PARCEL "A")

pending

EXHIBIT "A"
EXHIBIT "B"

Boundary Map

(PARCEL "A")



TENTATIVE SUBDIVISION MAP
COLUSA INDUSTRIAL PROPERTIES, INC.

The Site



Request For Airport Land Use Commission

MEETING DATE: September 14, 2020

DEPARTMENT: Community Development Department

FROM: Greg Plucker

SUBJECT: Colusa Industrial Park Open Space Land Use Changes and Subdivision

Adopt a Resolution making a Finding that Colusa Industrial Park's Proposed General Plan, Rezoning, Tentative Parcel Map, and Proposed Industrial Building is Compatible with the County's Airport Land Use Compatibility Plan.

PROJECT OVERVIEW

Applicant/Owner:

Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932
(530) 682-7432

Project Summary:

The City of Colusa has referred Colusa Industrial Properties' (CIP) proposed General Plan Amendment, Rezoning, Tentative Parcel Map, and speculative 12,000 sq. ft. industrial building to Colusa County's Airport Land Use Commission (ALUC) for a determination of compatibility with Colusa County's Airport Land Use Compatibility Plan (ALUCP). The proposed project involves changing the land use designation of a portion of approximately 50.50 acres of land currently located to the north/north-west of Farinon Road (Attachment #1 - Location Map) and subdividing approximately 53.1 acres of land. *(Please note that the difference in acreage is because the parcel map includes 2.6 acres of land that is not included in the General Plan and Zoning amendments because no changes are proposed).* Specifically, CIP has applied to the City for the following entitlements (Attachment #2 - Existing GP and Zoning Map and Attachment #3 Proposed GP and Zoning Resolutions, Ordinance, and Maps):

- 1.) Changing the General Plan and Zoning Land Use designations of 1.46 acres of land:

From: Parks Recreation/Open Space General Plan designation
To: Public Facility General Plan designation

and

From: Open Space Zoning designation
To: Public Facility Zoning designation

2.) Changing the General Plan and Zoning Land Use designations of 3.97 acres of land:

From: Parks Recreation/Open Space General Plan designation
To: Industrial General Plan designation

and

From: Open Space Zoning designation
To: M-1 Light Industrial Zoning designation

**(the General Plan and Zoning for the balance of the 47.67 acres would not change)*

3.) Tentative Parcel Map Approval to subdivide a total of 53.1 acres into 4 parcels and a remainder as follows:

Lot #1 - Totaling 1.46 acres
Lot #2 - Totaling 1.27 acres
Lot #3 - Totaling 1.64 acres
Lot #4 - Totaling 13.76 Acres
Remainder - Totaling 34.97 acres

Lot #1 would have the General Plan and Zoning public facilities' designations and would house well infrastructure for CIP.

Lot #2 and #3 would have the General Plan and Zoning industrial designations. Lot #2 has an existing industrial building and is the CIP's shop building. Lot #3 would contain the proposed speculative 12,000 sq.ft. industrial building. Lot #4 and the Remainder Parcel would remain under the General Plan and Zoning parks recreation/open space designations.

4.) Building approval for a speculative 12,000 industrial building. This building would have 10,800 sq. ft. of industrial space and 1,200 sq.ft. of potential office space (Attachment #4 - Proposed Spec Building).

Location:

As previously mentioned, the proposed project involves approximately 53.1 acres of land located to the north/north-west of Farinon Road and the north end of the airport (APN: 017-130-106). (Attachment #1 - Location Map).

Background:

The proposed project area is generally the open space area that was planned for the golf course expansion and flight corridor as part of CIP's 2008 residential project when this property was located in the County. This area was subsequently annexed into the City of Colusa. Since that time, the golf course expansion project has not materialized and the original residential project has been amended by the City. The proposed project before the ALUC is another amendment to the 2008 project.

ANALYSIS:**General Plan and Zoning:**

The General Plan and Zoning Amendments are subject to ALUC review for consistency with the ALUCP under Section 2.5 of ALUCP. Open space uses are considered generally consistent with the ALUCP since the population density is generally low which minimizes ground safety concerns. In the subject case, the vast majority of the open space land use designations are not being changed.

However, as previously mentioned, the proposed project also involves changing approximately 5.43 acres of land to industrial (3.97 acres) and public facilities (1.46 acres). The ALUCP requires review of these actions to ensure that future uses are consistent with the ALUCP and Federal Aviation Administration (FAA) requirements.

In the subject case, the proposed land use changes generally represent a status-quo action and would result in the introduction of a limited amount of new uses. The public facilities' land use designation changes are for a CIP existing well facility and is not expected to introduce any new conflicting new uses. With respect to the new industrial use designations, this action would result in the ability to construct one new industrial building on Lot #3. There is an existing industrial building on Lot #2 which currently serves as a maintenance building for CIP's overall development.

Future potential use conflicts on Lot #3 and Lot #2 (should Lot #2 be sold for a permitted industrial use) are required to be evaluated when said use would be established pursuant to Section 2.2.2 of the ALUC to ensure that the use does not exceed the maximum height limit, cause electrical, lighting, glare or visibility impacts, create a thermal plume, or attract birds and other wildlife that can be a hazard to aviation. With respect to the new building on Lot #3, the following section evaluates potential impacts from its construction.

Staff has identified potential noise and traffic related impacts of the proposed land use changes that require review. The noise impacts are due to the additional exposure of potential sensitive users (office workers) given that the industrial property is exposed to aircraft noise levels of up to 70 Ldn dB. Industrial uses are not considered sensitive noise receptors. However, the typical standard building construction for an office space (2 x 4 framing, dry wall construction, R13 insulation) would offer approximately a 25 dB reduction in the noise level. Accordingly, as long as tenant improvements incorporate the standard building specifications mentioned above, this would address this potential noise impact. In the resolution before the Commission, a condition has been required

that future office improvements incorporate these design standards.

The second potential issue that staff has identified relates to the increase usage of Farinon Road for new industrial uses. As the Commission may recall, vehicle traffic on Farinon Road penetrates the FAR Part 77 20:1 Approach Surface. As such, increased business and public traffic as a result of this project would not be consistent with the ALUCP.

Staff has discussed this issue with the applicant and an alternate traffic route for accessing new industrial uses on Lots #2 and #3 has been developed. As shown on Exhibit "B" of the proposed resolution, the applicant has shown an alternate access route utilizing Niagara Drive to Sunrise Boulevard. The proposed cross-section shows that the road would be constructed to standards capable of supporting heavy truck traffic and emergency vehicles. It is noted that when the residential subdivision builds-out this road would be narrowed in the vicinity of the well site (Lot #1). However, the Niagara Drive access would be retained. Within the proposed resolution staff has included specific conditions that the City would need to include in project approval to ensure that new industrial and public users do not use Farinon Road and that this traffic is restricted to the Niagara Drive extension. In the event that the City does not require and enforce these conditions, the resolution finds that the proposed project is inconsistent with the ACLUP.

As stated above, the proposed land use changes general represent a status-quo development considering the existing uses and the proposed building discussed below. However, the proposed land use changes would allow further development in the future that could be inconsistent with the provisions of the County's ALUCP. For example, the proposed industrial general plan and zoning would allow the unlimited development of the industrial properties as the City's zoning ordinance does not restrict the amount of lot area coverage and allows structures up to 100 feet in height. Because the land uses changes allow the possibility of future incompatibly uses, the ALUC can only make a consistency finding with respect to the existing uses and the proposed building currently before you. As such, staff has included a finding in the proposed resolution that specifically states that no consistency finding has been made with respect to any future use of the land subject to the proposed land use changes and that new uses and buildings in the future would have to be reviewed by the County for consistency with the ALUCP.

Proposed Lot #3 Building

With respect to the proposed metal building on Lot #3, the building includes approximately 10,800 square feet of light industrial space and 1,200 square feet of office space for a total of 12,000 square feet. The proposed building footprint is within the Airport Influence Area and is therefore subject to the Colusa County ALUCP. Within the influence area, the majority of the building is located in the B-1 Compatibility Zone and a small area of the southwest corner is located in the C-1 Compatibility Zone. The B-1 Compatibility Zone is the more restrictive zone so the analysis of the entire building was subjected to the criteria of that zone.

Section 2.2 (h) of the ACULP requires that nonresidential buildings greater than 10,000 square feet be reviewed by the ALUC for compatibility with the ALUCP. Maximum occupancy of the site/building (based on the Maximum Average Intensity) is 15 persons/acre. The project site is 1.67 acres allowing for a maximum occupancy of approximately 25 persons on the site/building. The applicants have estimated that at maximum occupancy approximately 10 persons would occupy the site/building at any one time. Therefore, the occupancy of the building would be consistent with the ALUCP.

With respect to potential building height issues, the peak of the building is at an elevation of 71.13 feet (NAVD 88 Datum). Please see Attachment #5 for the elevation details and calculations. This elevation encroaches 2.64 feet into the 50:1 slope (68.13 feet) and is 0.48 feet below the 40:1 slope (71.61 feet).

Because the building encroaches into the 50:1 slope, project proponents submitted the required 7460-1 Notification Form to the FAA for review of the six highest points of the building (corners and ridge lines) as required by FAR Part 77.9(b)(2). The 7460-1 Notification Form is reviewed by the FAA and an aeronautical study is performed to determine whether or not the proposed building would be a hazard to air navigation as per FAR 77.31. In this case the FAA's aeronautical analysis resulted in a "Determination of No Hazard to Aviation" for the proposed 12,000 square foot building. It is noted that it is required that an FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed anytime the project is abandoned or within 5 days after the construction reaches its greatest height.

Based on the above information, staff believes that the proposed building would be consistent with the ALUCP as conditioned.

PUBLIC COMMENTS:

No public comments have been received at this time. If comments are received following distribution of this staff report, those comments will be provided to the Airport Land Use Commission at the meeting.

ALUC STAFF RECOMMENDATION:

Staff recommends that the Commission adopt the proposed Resolution finding that this project is consistent with Airport Land Use Compatibility Plan subject to the conditions contained in the Resolution.

PRIOR COMMITTEE ACTION

The CIP shop building on Lot #2 was reviewed by the ALUC on July 1, 2019 and was found to be consistent with the ALUCP. This building is similar in terms of size (12,000 sq.ft.) and is slightly taller at 73.79 feet (compared to 71.13 feet for the proposed building).

FISCAL IMPACT/FUNDING SOURCE

None

PREPARATION:

Prepared By:

Kent Johanns, Associate Planner (530) 458-0484

Greg Plucker, Community Development Director (530) 458-0483

ACTION FOR THE CLERK

Obtain the Chair's signature on the resolution and forward an electronic copy to the Community Development Director and a hard copy to:

Brian Styce
Community Development Manager
City of Colusa
425 Webster Street
Colusa, CA 95932

With a cc to:

Jake Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932
(530) 682-7432

**A RESOLUTION OF THE
COLUSA COUNTY AIRPORT LAND USE COMMISSION
MAKING FINDINGS REGARDING THE REFERRAL FROM THE CITY
OF COLUSA OF A PROJECT FOR THE COLUSA INDUSTRIAL PARK
REQUIRING A DETERMINATION OF COMPATIBILITY FROM THE
AIRPORT LAND USE COMMISSION**

WHEREAS, Colusa Industrial Park has applied to the City of Colusa for a General Plan Amendment, Rezoning, and Tentative Parcel Map to change the land use designations of some 5.43 acres of land from parks and recreation and open space to industrial and public facilities and to subdivide approximately 50.50 acres of land into four parcels and a remainder site to recognize the existing uses of land and to allow for the construction of a new speculative 12,000 sq.ft. industrial building on property identified as APN: 017-130-106;

WHEREAS, said property is located north/northwest of Farinon Road and the north end of the Colusa County airport and within Zones B1 and C1 of the Colusa County's Airport Influence Area as defined by Map 3A (Compatibility Policy Map) contained within the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, the proposed entitlement applications being processed by the City of Colusa are required to be submitted to the Airport Land Use Commission for determination of consistency with the Colusa County Airport Land Use Compatibility Plan pursuant to Section 2.1.1(a) (the General Plan and Zoning Amendments) and Section 2.2.2(h) (nonresidential development having a building floor area greater than 10,000 square feet) of the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, on June 10, 2020 and June 11, 2020, the City of Colusa referred the proposed project to the Airport Land Use Commission for a determination of consistency with the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, on September 14, 2020 the Airport Land Use Commission reviewed the proposed project for consistency with the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, during the Airport Land Use Commission review it considered the staff report, the requirements of the Airport Land Use Compatibility Plan, and all orally and written testimony presented concerning the application.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Airport Land Use Commission based on the information detailed in the Staff Report exhibits presented, and written and oral testimony does hereby find the following:

- I. The proposed General Plan and Zoning Amendments and Proposed Tentative Subdivision Map involving Lots #1, #4 and the Remainder Parcel as shown on the proposed Tentative Subdivision Map attached hereto as Exhibit "A" are only consistent with the Colusa County Airport Land Use Compatibility Plan with respect to the existing structures and the proposed building being considered by the ALUC as these entitlements reflect existing conditions and the known development of Lot #3 and assume that no additional development of these areas are proposed.

- II. The ALUC is unable to make any finding of consistency with respect to any future uses that may be allowed by the proposed land use changes and, as such, all future uses and development must be submitted to the County for a review of consistency with the ALCUP.
- III. The proposed General Plan and Zoning Amendments, Proposed Tentative Subdivision Map, and the development of the new 12,000 sq.ft. industrial building on Lot #3 and the existing industrial building on Lot #2 of the proposed Tentative Subdivision Map (Exhibit “A”) attached hereto as Exhibit “B” have the potential to be inconsistent with the Airport Land Use Compatibility Plan due to potential conflicts to air navigation, the exposure of persons to excess noise, and/or adding additional public traffic to Farinon Road which would conflict with the FAR Par 77, 20:1 approach surface. However, based on the following facts and conditions said entitlements would be consistent with the Airport Land Use Compatibility Plan:

A. Potential Conflicts to Air Navigation

1. The Federal Aviation Administration has determined that the existing building on Lot #2 is not a hazard to aviation based on their May, 2019 Determination of No Hazard to Air Navigation.
2. The Federal Aviation Administration has determined that the proposed building on Lot #3 is not a hazard to aviation based on their August, 2020 Determination of No Hazard to Air Navigation.
3. The applicant is required to adhere to the conditions of said determination, including the filing of FAA Form 7460-2 within 5 days after the construction reaches its greatest height.

B. Exposure of Persons to Excess Noise

1. Lots #2 and #3 are subject to a noise exposure level as high as 70 dB Ldn. However, typical construction techniques for the noise sensitive office space uses (2 x 4 stud walls, R-13 insulation, and interior ½” sheetrock) would afford approximately 25 dB of noise reduction and thereby eliminate any aircraft noise impact.
2. In order for this Finding of Consistency to be made, the City shall require as a condition of project approval that any office uses within buildings on Lots #2 and #3 be constructed with a minimum equivalent of 2 x 4 stud walls, R-13 insulation, and interior ½” sheetrock.

C. Farinon Road Conflict with FAR Par 77, 20:1 Surface

1. The proposed General Plan and Zoning action on Lots #2 and #3 provides for the construction of industrial buildings. Industrial uses would generate additional traffic from the users, service providers, employees, and/or the general public. The Division of Aeronautics, Caltrans has determined that Farinon Road traffic

violates the FAR Par 77, 20:1 surface angle. Accordingly, any additional traffic using Farinon Road from Lots #2 or #3 would create a conflict with the Airport Land Use Compatibility Plan and would prevent a Finding of Consistency for the proposed land use actions and buildings.

2. As part of the applicant's proposal, a new access road has been proposed from the end of Niagara Drive to Sunrise Boulevard as shown on Exhibit "B" attached hereto. The proposed access road has a 30-foot wide, 20" Class II AB surface with 3-foot shoulders. This access road would be able to accommodate industrial truck traffic, as well as emergency response traffic. The use of this access road to serve Lots #2 and #3 would avoid placing additional traffic on Farinon Road and allow for a Finding of Consistency to be made regarding the potential Farinon Road Traffic.
3. In order for this Finding of Consistency to be made, the City shall require as a condition of project approval that no traffic (excluding Colusa Industrial Park personnel traffic from Lot #2) use Farinon Road and shall require that all traffic from Lots #2 and #3 use the from the new access road from the end of Niagara Drive to Sunrise Boulevard as detailed on Exhibit "B" attached hereto.
4. Should the City of Colusa not require and enforce that no traffic (excluding Colusa Industrial Park personnel traffic from Lot #2) use Farinon Road and not require and enforce that all traffic from Lots #2 and #3 use the new access road from the end of Niagara Drive to Sunrise Boulevard as detailed on Exhibit "B" attached hereto, then the Commission finds that the proposed project is inconsistent with the Colusa County Airport Land Use Compatibility Plan.

PASSED AND ADOPTED this 14th day of September, 2020 by the following vote:

AYES:

NOES:

ABSENT:

Chair, Airport Land Use Commission

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

ATTEST TO FORM

Melissa Kitts, Deputy Clerk

Marcos Kropf, County Counsel

PROJECT NOTES:

OWNER:

COLUSA INDUSTRIAL PROPERTIES
50 SUNRISE BLVD
COLUSA, CA 95932

ENGINEER/SURVEYOR:

NORTH VALLEY ENGINEERING
AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CALIFORNIA 95993
(530) 713-0417

ASSESSOR'S PARCEL NUMBER:

APN: 017-130-106

LOT ACREAGE:

PARCEL ACREAGE AS SHOWN.

EXISTING USE:

OPEN SPACE AND WELL SITE

PROPOSED USE:

PARCELS 2 AND 3-M-1 LIGHT INDUSTRIAL
PARCELS 1: P-F PUBLIC FACILITIES DISTRICT
PARCELS 4 AND REMAINDER O-S OPEN SPACE

EXISTING ZONING:

O-S OPEN SPACE

PROPOSED ZONING:

LOT 1: P-F PUBLIC FACILITIES DISTRICT
LOTS 2 AND 3-M-1 LIGHT INDUSTRIAL
LOT 4 AND REMAINDER O-S OPEN SPACE

BUILDINGS & STRUCTURES:

TWO WELLS, WELL BUILDING AND A SHOP BUILDING

WATER, SEWAGE:

CITY OF COLUSA

UNDERGROUND ALERT SERVICES:

1-800-642-2444

ELECTRICAL, GAS:

PG&E

FLOOD PLAIN DESIGNATION:

LOCATED WITHIN FLOOD ZONE X

THE FOLLOWING ARE REQUESTED TO BE
EXEMPT FROM THIS MAP DUE TO NO
PROPOSED CHANGE IN LAND USE:

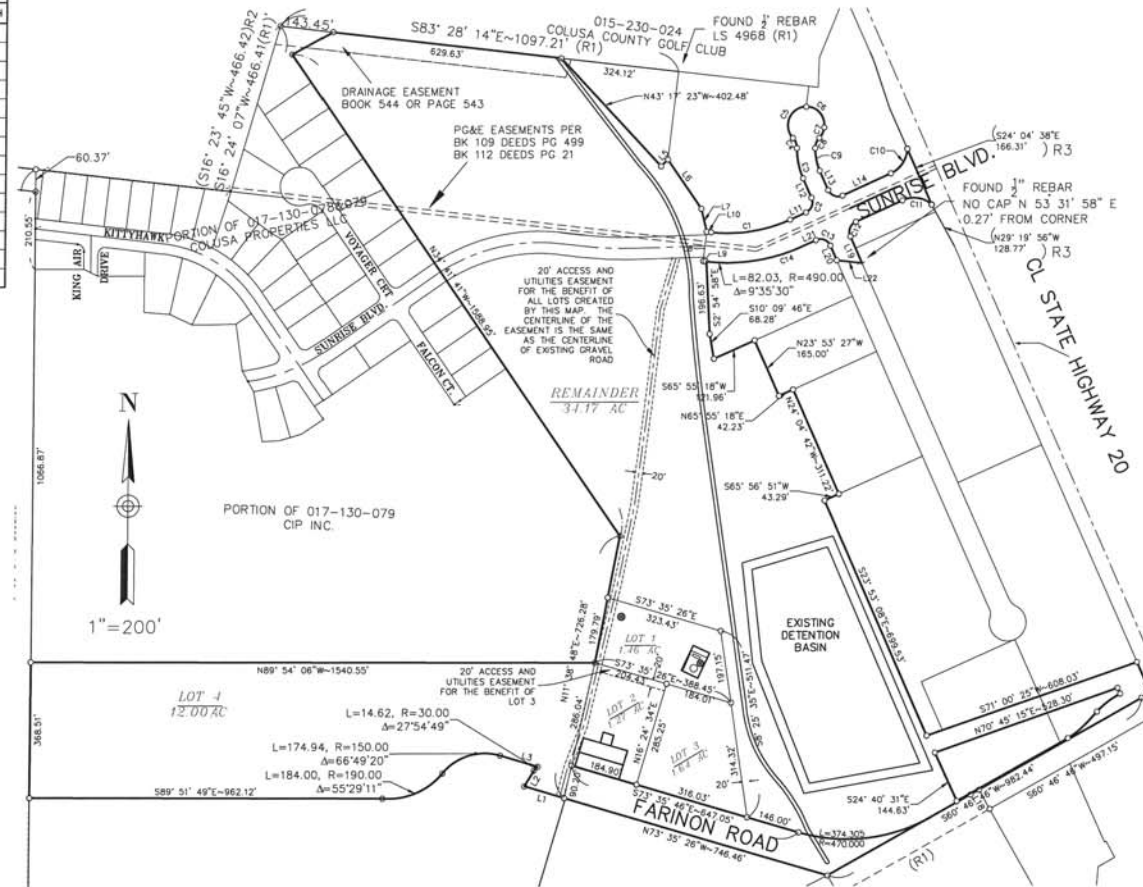
CONTOURS, CROSS SECTIONS

CURVE DATA

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	221.23	410.00	30.92	N81° 08' 23"E	218.56
C2	47.00	30.00	89.76	N20° 48' 02"E	42.34
C3	84.05	200.00	24.08	S12° 02' 21"E	83.43
C4	30.55	40.00	43.76	N21° 52' 47"W	29.81
C5	116.72	50.00	133.75	S23° 06' 58"W	91.97
C6	84.75	50.00	97.12	N41° 27' 00"W	74.96
C7	31.99	50.00	36.66	N25° 26' 14"E	31.45
C8	30.55	40.00	43.76	S21° 53' 10"W	29.81
C9	63.04	150.00	24.08	S12° 02' 00"E	62.58
C10	85.20	75.00	65.09	N33° 08' 22"E	80.69
C11	85.97	75.00	65.67	S81° 28' 49"E	81.34
C12	47.00	30.00	89.76	S20° 48' 12"W	42.34
C13	47.25	30.00	90.24	N69° 11' 56"W	42.52
C14	57.73	490.00	6.75	N69° 03' 27"E	57.70

PARCEL LINE TABLE

LINE #	LENGTH	DIRECTION
L1	117.17	N73° 35' 26"W
L2	49.81	N30° 41' 44"E
L3	107.62	N73° 35' 23"W
L4	25.76	N46° 42' 36"E
L5	162.00	S34° 45' 00"E
L6	64.44	S13° 45' 00"E
L7	80.00	S6° 35' 52"W
L8	11.89	S83° 24' 06"E
L9	11.89	S83° 24' 06"E
L10	47.14	N65° 40' 56"E
L11	57.90	N24° 04' 42"W
L12	57.44	S24° 04' 42"E
L13	145.18	N65° 40' 56"E
L14	13.40	N22° 17' 00"E
L15	35.20	S83° 28' 14"E
L16	40.00	S65° 55' 18"W
L17	60.00	N29° 23' 30"W
L18	79.51	N24° 04' 42"W
L19	43.50	N24° 04' 42"W
L20	41.55	S65° 40' 56"W
L21	69.72	N83° 28' 14"W



DRAFT

PREPARED BY:

RYES

NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

TENTATIVE SUBDIVISION MAP
COLUSA INDUSTRIAL PROPERTIES, INC.

BEING A PORTION OF SECTION 5, T. 15 N., R. 1 W., M.D.B.&M., IN THE COUNTY OF
COLUSA, IN THE STATE OF CALIFORNIA.

MARCH 2020

SHEET 1 OF 1

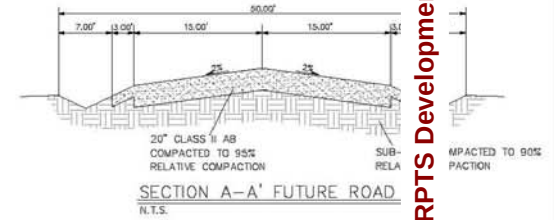


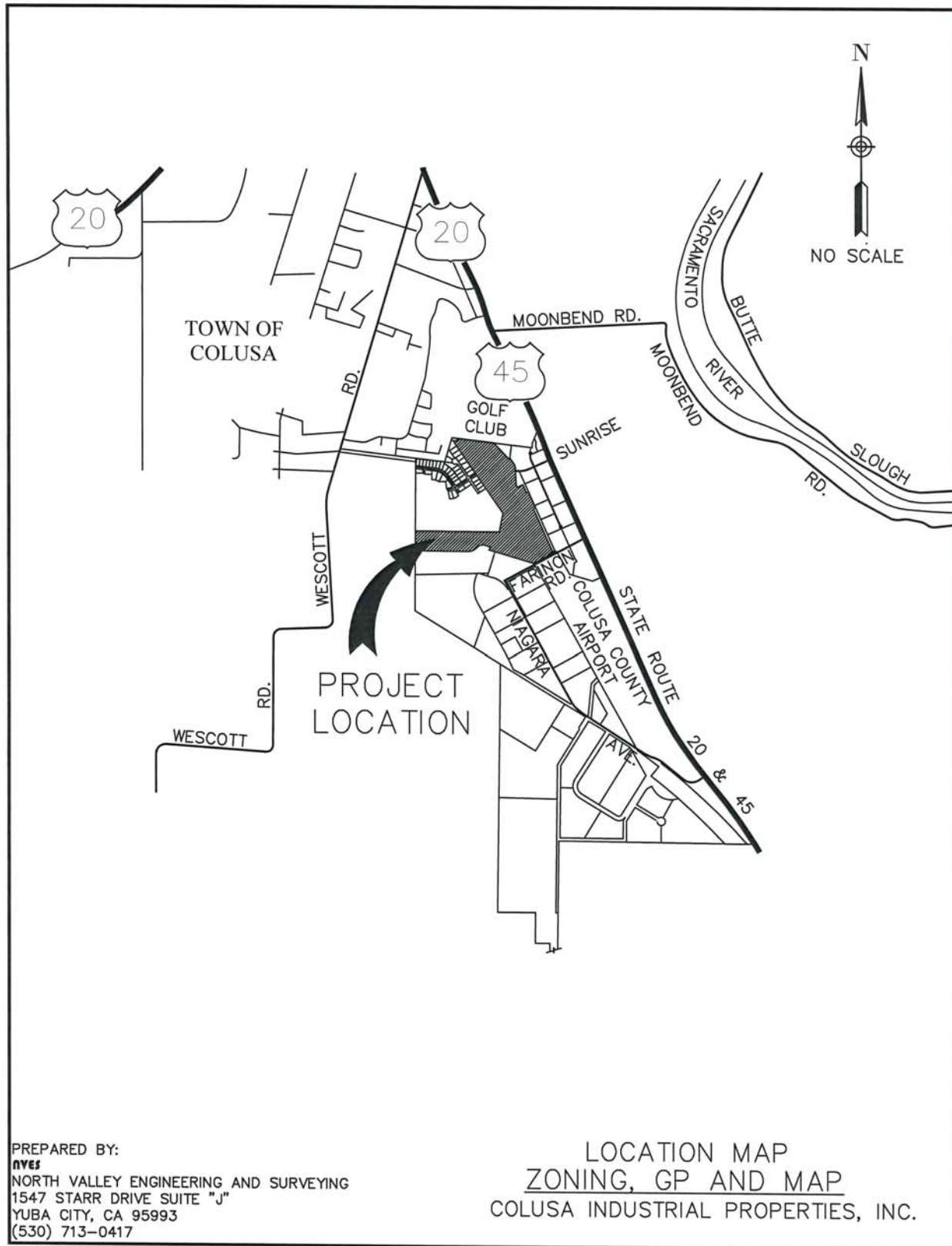
EXHIBIT "B"

5.1.c

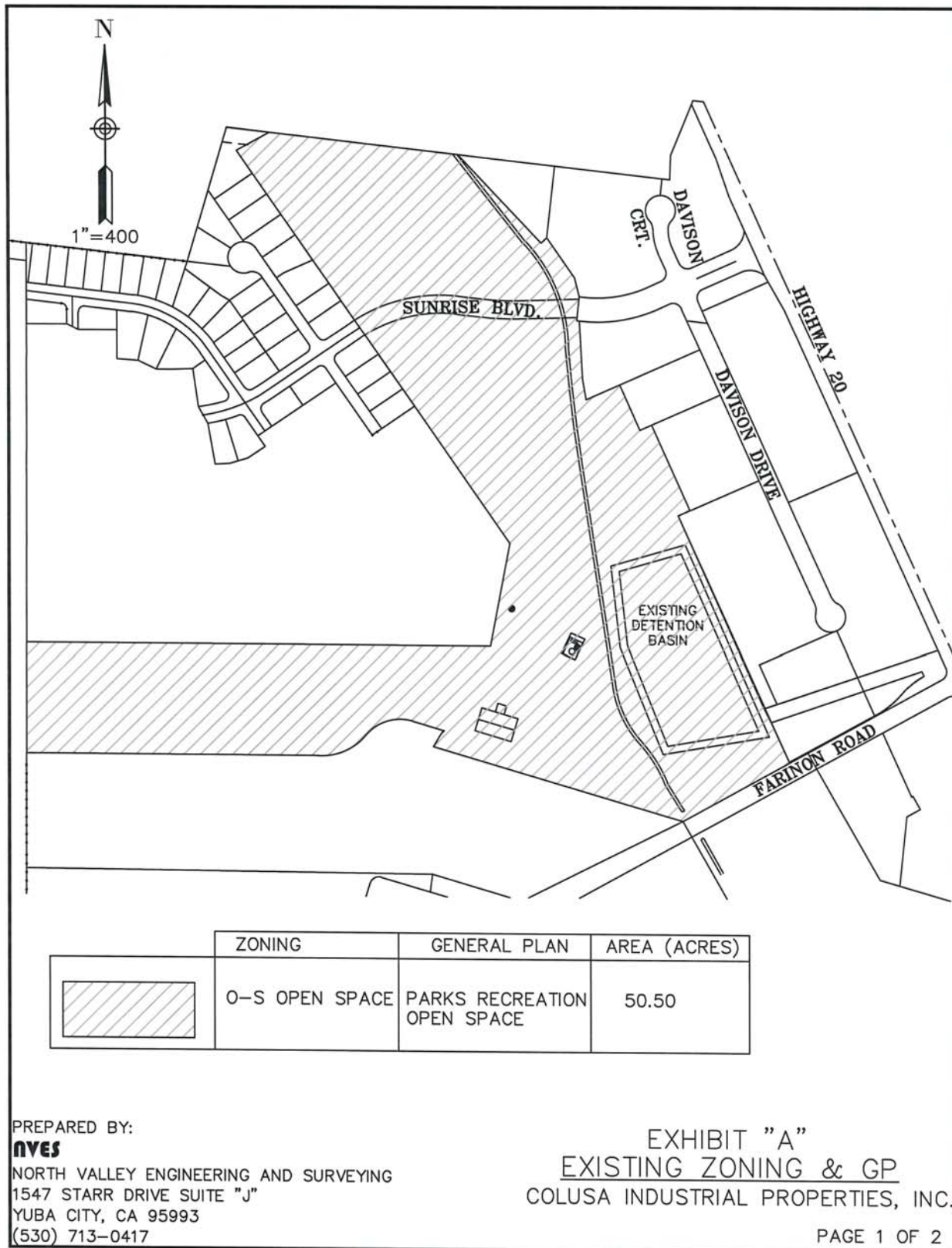
			
CIP REMAINDER TEN		PARCEL MAP	
FUTURE		ID	
001	002	003	004
005	006	007	008
009	010	011	012
013	014	015	016
017	018	019	020
021	022	023	024
025	026	027	028
029	030	031	032
033	034	035	036
037	038	039	040
041	042	043	044
045	046	047	048
049	050	051	052
053	054	055	056
057	058	059	060
061	062	063	064
065	066	067	068
069	070	071	072
073	074	075	076
077	078	079	080
081	082	083	084
085	086	087	088
089	090	091	092
093	094	095	096
097	098	099	100
NYES		1	
1547 STAMP DRIVE SUITE "A"		SHEET NO.	
1547 STAMP DRIVE SUITE "A"		1547 STAMP DRIVE SUITE "A"	
1547 STAMP DRIVE SUITE "A"		1547 STAMP DRIVE SUITE "A"	

Attachment: Attachment

Attachment: Exhibit B New Access Road Alignment (6028 : CIP Open Space Land Use Changes and Subdivision (ALUC #20-01))



Attachment: Attachment #1 Location Map (6028 : CIP Open Space Land Use Changes and Subdivision (ALUC #20-01))



Attachment: Attachment #2 Existing GP and Zoning Map (6028 : CIP Open Space Land Use Changes and Subdivision (ALUC #20-01))

RESOLUTION NO. ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUSA APPROVING
A GENERAL PLAN AMENDMENT TO CHANGE APPROXIMATELY 1.46 ACRES
FROM PARKS RECREATION OPEN SPACE TO PUBLIC FACILITY AND 3.97
ACRES FROM PARKS RECREATION OPEN SPACE INDUSTRIAL DISTRICT FOR
THE COLUSA INDUSTRIAL PARK APN: 015-130-106

The City Council of the City of Colusa does resolve as follows:

Section 1. The City Council of the City of Colusa finds and determines that:

A. On May 4, 2020, Ed Hulbert (“Applicant”) filed a City of Colusa master planning application to subdivide 50.54 acres (the “Site”) into four lots with one remainder parcel, and to amend the City’s General Plan and Zoning designations, applicable to approximately 5.43 acres of the site (“Project”).

B. The Project is for the purpose of establishing parcels and land use designations consistent with the intended long-term use/operation of an existing water well and building, as well as for the conversion of a maintenance building into an industrial building.

C. The City of Colusa, as “Lead Agency,” has determined that —based upon CEQA Guidelines Section 15061 (b) (3)— the Project 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.

D. The Project Site, as illustrated within Exhibit A, attached hereto is currently designated by the City of Colusa General Plan as follows:

<u>APN</u>	<u>ACRES</u>	<u>GENERAL PLAN DESIGNATION</u>
015-130-106	50.50	Parks Recreation Open Space District

E. The Project Site, as illustrated within Exhibit B, attached hereto is proposed to be designated by the City of Colusa General Plan as follows:

<u>APN</u>	<u>ACRES</u>	<u>GENERAL PLAN DESIGNATION</u>
015-130-106	45.07	Parks Recreation Open Space District; and
	1.46	Public Facility District; and
	3.97	Industrial District

F. The land uses, and their density and intensity, allowed in the proposed amendment to the General Plan are not likely to create serious health problems or create nuisances affecting properties in the vicinity.

G. On _____, 2020, during a duly noticed public hearing the Planning Commission considered a Planning Department staff report, public testimony, and the above findings and, by a vote of ____, passed a resolution recommending that the City Council approve amendments to the General Plan as proposed for this Project.

H. On _____, 2020, during a duly noticed public hearing the City Council considered a Planning Department staff report, public testimony, and the above findings.

Section 2. The City Council of the City of Colusa hereby approves this Resolution to Amend the General Plan thereby designating the Project Site as Parks Recreation Open Space Industrial District, Public Facility District; and Industrial District as shown on Exhibit B, attached hereto, and incorporated by reference herein.

PASSED AND ADOPTED this _____th day of _____ 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

JOSH HILL, MAYOR

ATTEST:

Shelly Kittle, City Clerk

ATTACHMENTS:

EXHIBIT A - EXISTING ZONING & GP
EXHIBIT B - PROPOSED ZONING & GP

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUSA REZONING APPROXIMATELY 1.46 ACRES FROM OPEN SPACE (O-S) TO PUBLIC FACILITIES (P-F) DISTRICT AND 3.97 ACRES FROM OPEN SPACE (O-S) TO LIGHT INDUSTRIAL (M-1) DISTRICT FOR THE COLUSA INDUSTRIAL PARK APN: 015-130-106

The City Council of the City of Colusa does resolve as follows:

Section 1. The City Council of the City of Colusa finds and determines that:

A. On May 4, 2020, Ed Hulbert (“Applicant”) filed a City of Colusa master planning application to subdivide 50.54 acres (the “Site”) into four lots with one remainder parcel, and to amend the City’s General Plan and Zoning designations, applicable to approximately 5.43 acres of the site (“Project”).

B. The Project is for the purpose of establishing parcels and land use designations consistent with the intended long-term use/operation of an existing water well and building, as well as for the conversion of a maintenance building into an industrial building.

C. The City of Colusa, as “Lead Agency,” has determined that —based upon CEQA Guidelines Section 15061 (b) (3)— the Project 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.

D. The Project Site, as illustrated within Exhibit A, attached hereto is currently designated by the City of Colusa General Plan as follows:

APN	ACRES	EXISTING ZONING
015-130-106	50.50	Open Space (O-S) District

E. The Project Site, as illustrated within Exhibit B, attached hereto is proposed to be designated by the City of Colusa General Plan as follows:

APN	ACRES	PROPOSED ZONING
015-130-106	45.07	Open Space (O-S) District; and
	1.46	Public Facility (P-F) District; and
	3.97	Light Industrial (M-1) District

F. The proposed zoning is consistent with the City of Colusa General Plan land use element (as amended) which designates the site as Commercial Professional.

G. The proposed zoning is consistent with and implements the policies of the City of Colusa's General Plan and would not conflict with policies of the Housing Element.

H. The proposed zoning is compatible with the land uses existing and permitted on the properties in the vicinity.

I. The area is physically suited to the uses authorized in the proposed zoning.

J. The land uses, densities and intensities, allowed in the proposed zoning are not likely to create serious health problems or create nuisances on properties in the vicinity.

K. On _____, 2020, during a duly noticed public hearing the Planning Commission considered a Planning Department staff report, public testimony, and the above findings and, by a vote of ____, passed a resolution recommending that the City Council rezone the Site as proposed for this Project.

L. On _____, 2020, during a duly noticed public hearing the City Council considered a Planning Department staff report, public testimony, and the above findings.

Section 2. The City Council of the City of Colusa hereby approves this Ordinance rezoning the portions of the Project site to Public Facilities (P-F) District and Light Industrial (M-1) District as shown on Exhibit B, attached hereto, and incorporated by reference herein.

Section 3. Within fifteen days of passage of this ordinance, the City Clerk shall cause the full text of the ordinance, with the names of those City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City. In lieu of publishing the full text of the ordinance, the City Clerk, if so directed by the City Attorney and within fifteen days, shall cause a summary of the ordinance, prepared by the City Attorney and with the names of the City Council members voting for and against the ordinance, to be published in a newspaper of general circulation circulated in the City, and shall post in the office of the City Clerk a certified copy of the City Council members voting for and against the ordinance. The publication of a summary of the ordinance in lieu of the full text of the ordinance is authorized only where the requirements of Government Code section 36993 (c) (1) are met.

INTRODUCED at a regular meeting of the City Council of the City of Colusa held on August 18, 2020, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Colusa held on _____, 2020, by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

JOSH HILL, Mayor

ATTEST:

SHELLY KITTLE, City Clerk

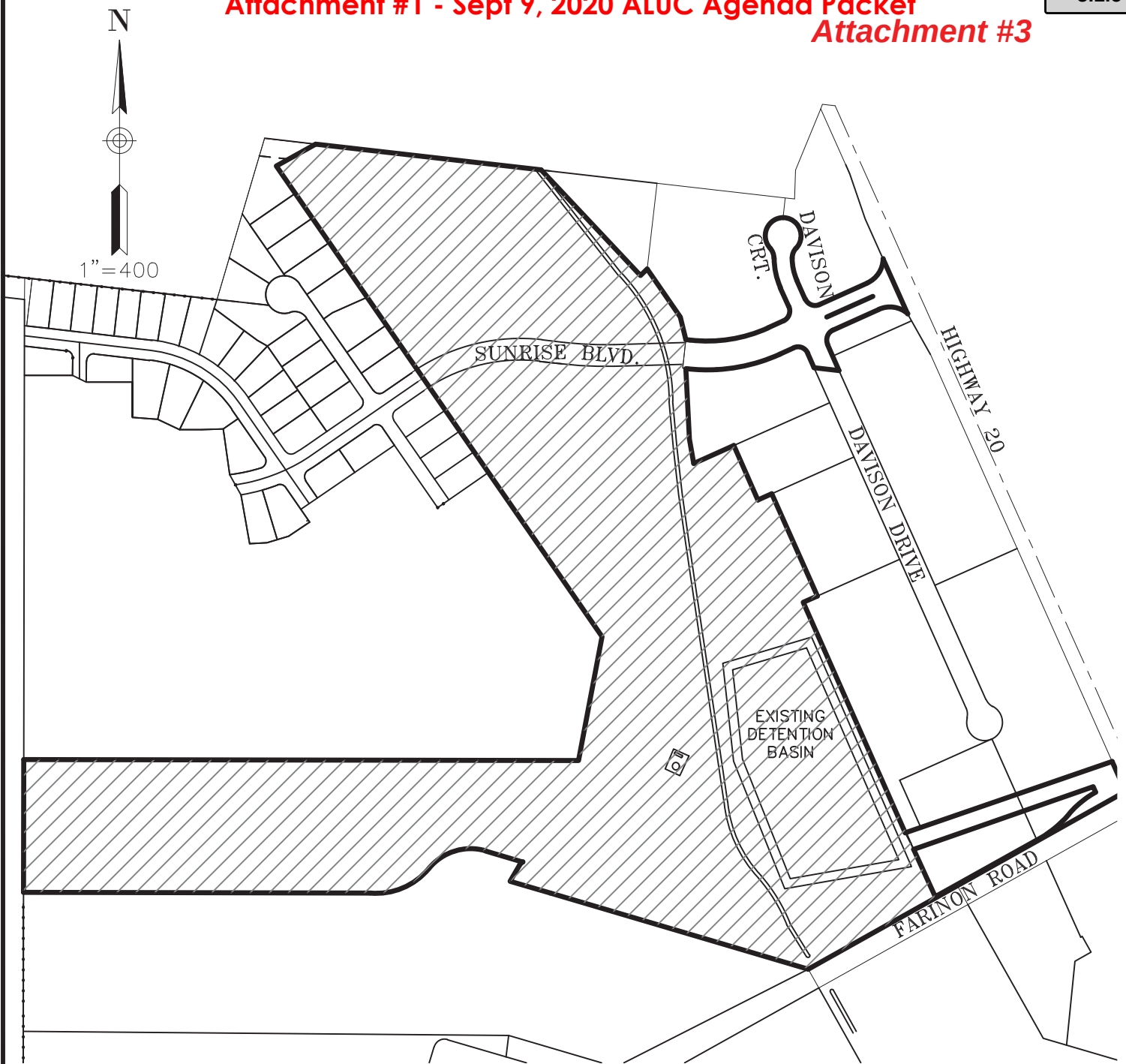
First Reading:

Second Reading:

Effective Date:

ATTACHMENTS:

EXHIBIT A - EXISTING ZONING & GP
EXHIBIT B - PROPOSED ZONING & GP



	ZONING	GENERAL PLAN	AREA (ACRES)
	O-S OPEN SPACE	PARKS RECREATION OPEN SPACE	50.50

PREPARED BY:

NVES

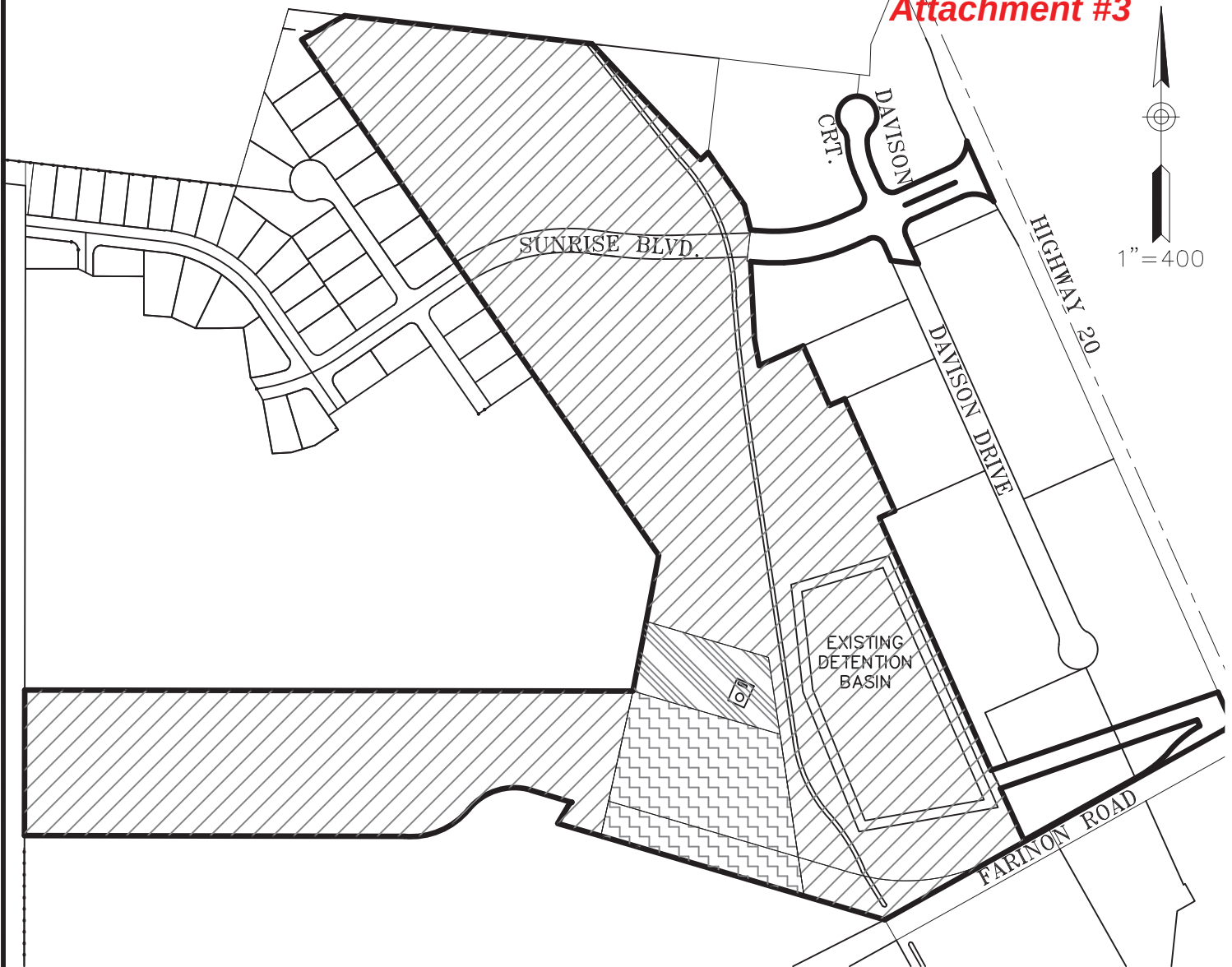
NORTH VALLEY ENGINEERING AND SURVEYING

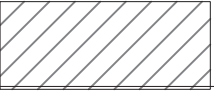
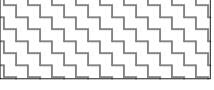
1547 STARR DRIVE SUITE "J"

YUBA CITY, CA 95993

(530) 713-0417

EXHIBIT "A"
EXISTING ZONING & GP
COLUSA INDUSTRIAL PROPERTIES, INC



	ZONING	GENERAL PLAN	AREA(ACRES)
	O-S OPEN SPACE	PARKS RECREATION OPEN SPACE	45.07
	P-F PUBLIC FACILITIES DISTRICT	PUBLIC FACILITY	1.46
	M-1 LIGHT INDUSTRIAL	INDUSTRY DISTRICT	3.97

PREPARED BY:

NVES
 NORTH VALLEY ENGINEERING AND SURVEYING
 1547 STARR DRIVE SUITE "J"
 YUBA CITY, CA 95993
 (530) 713-0417

EXHIBIT "B"
PROPOSED ZONING & GP
 COLUSA INDUSTRIAL PROPERTIES, INC.

PAGE 2 OF 2

Packet Pg. 63

PROJECT NOTES:

OWNER:

COLUSA INDUSTRIAL PROPERTIES.
50 SUNRISE BLVD
COLUSA, CA 95932

ENGINEER/SURVEYOR:

NORTH VALLEY ENGINEERING
AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CALIFORNIA 95993
(530) 713-0417

ASSESSOR'S PARCEL NUMBER:

APN: 017-130-106

LOT ACREAGE:

PARCEL ACREAGE AS SHOWN.

EXISTING USE:

OPEN SPACE AND WELL SITE

PROPOSED USE

PARCELS 2 AND 3-M-1 LIGHT INDUSTRIAL
PARCELS 1; P-F PUBLIC FACILITIES DISTRICT
PARCELS 4 AND REMAINDER O-S OPEN SPACE

EXISTING ZONING:

O-S OPEN SPACE

PROPOSED ZONING:

LOT 1: P-F PUBLIC FACILITIES DISTRICT
LOTS 2 AND 3: M-1 LIGHT INDUSTRIAL
LOT 4 AND REMAINDER O-S OPEN SPACE

BUILDINGS & STRUCTURES:

TWO WELLS, WELL BUILDING AND A SHOP BUILDING

WATER, SEWAGE:

CITY OF COLUSA

UNDERGROUND ALERT SERVICES:

1-800-642-2444

ELECTRICAL, GAS:

PG&E

FLOOD PLAIN DESIGNATION:

LOCATED WITHIN FLOOD ZONE X

THE FOLLOWING ARE REQUESTED TO BE
EXEMPT FROM THIS MAP DUE TO NO
PROPOSED CHANGE IN LAND USE:

CONTOURS, CROSS SECTIONS

LEGEND

- FOUND MONUMENTS AS DESCRIBED
- SET LINE UNDER REBAR WITH PLASTIC CAP STAMPED NVES-LS 7104
- CALCULATED POINT, NOTHING SHOWN ON BOUNDARY
- () EMBRACES RECORD DATA
- M MEASURED
- C CALCULATED
- B.O.B. BASIS OF BEARING

PREPARED BY:

NVES

NORTH VALLEY ENGINEERING AND SURVEYING
1547 STARR DRIVE SUITE "J"
YUBA CITY, CA 95993
(530) 713-0417

CURVE DATA

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
---------	--------	--------	-------	-----------------	--------------

PARCEL LINE TABLE

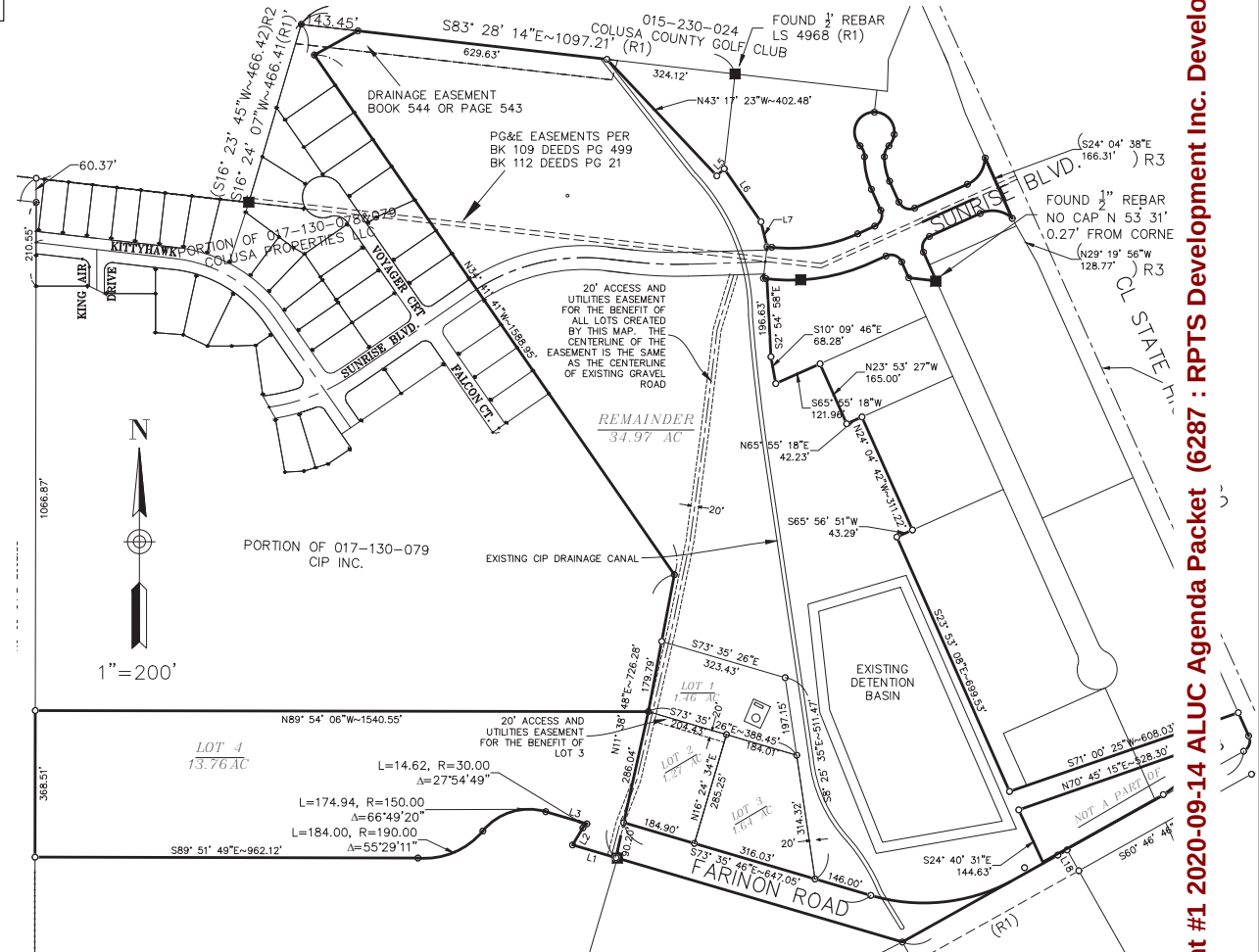
LINE #	LENGTH	DIRECTION
L1	117.17	N73° 35' 26"W
L2	49.81	N30° 41' 44"E
L3	107.62	N73° 35' 23"W
L5	25.76	N46° 42' 36"E
L6	162.00	S34° 45' 00"E
L7	64.44	S13° 45' 00"E
L15	13.40	N22° 17' 00"E
L16	35.20	S83° 28' 14"E
L17	40.00	S65° 55' 18"W
L18	60.00	N29° 23' 30"W

RECORD REFERENCES

- R1 PARCEL MAP NO. 00-4-1 BOOK 6 PM PAGE 12
- R2 COUNTRY CLUB ESTATES UNIT 1 I SM PAGE 35
- R3 CALTRANS RECORD OF SURVEY 7 RS PAGE 18
- R4 COLUSA COUNTY LOT LINE ADJUSTMENT NO. 14-2-4

BASIS OF BEARING

THE BEARING N35° 52'08" W BETWEEN FOUND MONUMENTS AS
INDICATED ON THIS MAP IS THE BASIS OF ALL BEARINGS SHOWN
ON PARCEL MAP NUMBER 00-4-1 FILE IN BOOK 6 OF PARCEL
MAPS PAGE 12 COLUSA COUNTY RECORDS.

TENTATIVE SUBDIVISION MAP
COLUSA INDUSTRIAL PROPERTIES, INC.

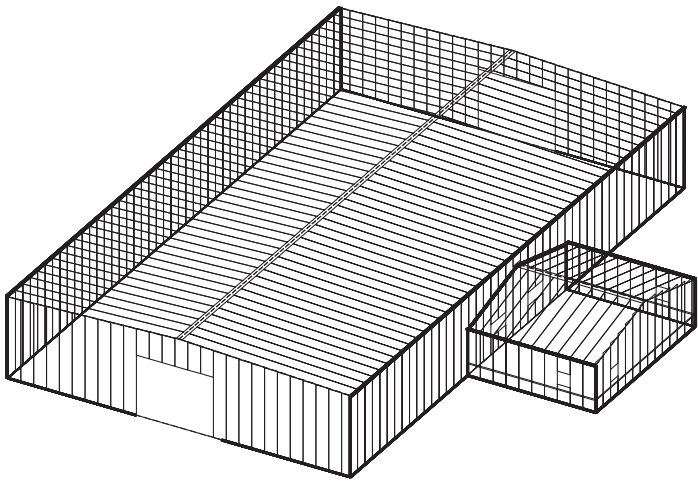
BEING A PORTION OF SECTION 5, T. 15 N., R. 1 W., M.D.B.&M., IN THE
COLUSA, IN THE STATE OF CALIFORNIA.

MARCH 2020

SHEET

1

 Butler Manufacturing a division of BlueScope Buildings North America Inc.	DRAWING INDEX		DRAWING RELEASE HISTORY			GENERAL NOTES ASTM DESIGNATION A529, A572, A1011, A1018 A653, A1011 A572, A510 A36, A509, A572, A588, A992 A529, A572, A588, A992 A500 A653, A792 GRADE 55 GRADE 60 GRADE 50 GRADE 36 OR 50 GRADE 50 GRADE B GRADE 50 OR GRADE 80 HIGH STRENGTH BOLT TIGHTENING REQUIREMENTS IT IS THE RESPONSIBILITY OF THE ERECTOR TO ENSURE PROPER BOLT TIGHTNESS IN ACCORDANCE WITH APPLICABLE REGULATIONS. SEE RCSC SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH STRENGTH BOLTS FOR MORE INFORMATION. SEE ERECTION GUIDE FOR BOLT TIGHTENING INSTRUCTIONS. THE FOLLOWING CRITERIA MAY BE USED TO DETERMINE THE BOLT TIGHTNESS (I.E. SNUG TIGHT OR PRE-TENSION) UNLESS REQUIRED OTHERWISE BY LOCAL JURISDICTION OR CONTRACT. ALL A490 BOLTS SHALL BE "PRE-TENSIONED". A325 BOLTS IN PRIMARY FRAMING AND BRACING CONNECTIONS MAY BE "SNUG-TIGHT" EXCEPT AS FOLLOWS: PRE-TENSION A325 BOLTS IF BUILDING SUPPORTS A CRANE GREATER THAN 5 TON CAPACITY. PRE-TENSION A325 BOLTS IF BUILDING SUPPORTS MACHINERY THAT CREATES VIBRATION, IMPACT, OR STRESS REVERSALS ON CONNECTIONS. PRE-TENSION A325 BOLTS IF LOCATED IN HIGH SEISMIC AREAS. FOR IBC BASED CODES; HIGH SEISMIC IS DESIGN CATEGORY D, E OR F. SEE CODES AND LOADS SECTION BELOW FOR DETAILS. PRE-TENSION ANY CONNECTION WITH DESIGNATION A325-SC. SLIP CRITICAL (SC) CONNECTIONS MUST BE FREE OF PAINT, OIL OR OTHER MATERIALS THAT REDUCE FRICTION AT CONTACT SURFACES. GALVANIZED OR LIGHTLY RUSTED SURFACES ARE ACCEPTABLE. IN CANADA, ALL A325 AND A490 BOLTS SHALL BE "PRE-TENSIONED", EXCEPT FOR SECONDARY MEMBERS AND FLANGE BRACES. SECONDARY MEMBERS AND FLANGE BRACE CONNECTIONS ARE ALWAYS "SNUG TIGHT", UNLESS INDICATED OTHERWISE IN ERECTION DRAWING DETAILS. INSPECTION AND TESTING SPECIAL INSPECTIONS AND TESTING REQUIRED BY AUTHORITY HAVING JURISDICTION (AHJ) DURING CONSTRUCTION AND/OR STEEL FABRICATION IS THE RESPONSIBILITY OF THE OWNER OR OWNERS AUTHORIZED AGENT. WHEN REQUIRED, THE OWNER SHALL EMPLOY A QUALITY ASSURANCE AGENCY (QAA) APPROVED BY THE AHJ. THE BUILDER IS RESPONSIBLE TO COORDINATE BETWEEN THE QAA AND STEEL FABRICATION FACILITIES. THE TYPE AND EXTENT OF SPECIAL INSPECTIONS AND TESTING REQUIRED MUST BE SPECIFICALLY OUTLINED IN CONTRACT DOCUMENTS OR BNA WILL ASSUME SPECIAL INSPECTIONS AND TESTING AS REQUIRED BY THE AHJ. Wind Speed: Design Risk Occupancy Category: II (Standard Occupancy Structure), Lateral Gravity: 3.00 psf (Not including dead wt) LIVE LOADS AND RAINFALL Roof Live Load 20.00 psf (Reducible) Rainfall: 0.10 inches per hour CONCRETE FOUNDATIONS Compressive Strength (Min.) - f _c : 3000 psi SNOW LOAD Ground Snow: 0.00 psf, Flat Roof Snow: 0.00 psf, Design Snow (Sloped): 0.00 psf Snow Exposure Category (Factor): 1 Fully Exposed (0.90) Snow Importance: 1.000 Thermal Category (Factor): Heated (1.00) WIND LOAD The "Envelope Procedure" is Used Wind Speed: Vult: 93.00 (Valid: 72.04) mph, Wind Exposure: C Basic Wind Pressure: 15.95 (Parts) 15.95 psf Topographic Factor: 1.0000 Wind Enclosure: Enclosed, 0.180 Note: All windows, doors, skylights and other covered openings must be designed for the specified above wind loads EARTHQUAKE DESIGN DATA Lateral Force Resisting Systems using Equivalent Force Procedure Mapped Spectral Response - S _s : 73.40 %g, S ₁ : 31.20 %g Seismic Design Category: D (See Bolt Tightening Note Above) Seismic Snow Load: 0.00 psf Seismic Importance: 1.000 Soil Profile Type: Stiff soil (D) - Default Design Spectral Response - S _{ds} : 0.5935, S _{d1} : 0.4135 Ordinary Steel Moment Frames Frame Redundancy Factor: 1.30 Framing R-Factor: 3.50, Frame Seismic Factor (C _s): 0.1696, Design Base Shear = 0.1696 W Ordinary Steel Concentric Braced Frames Brace Redundancy Factor: 1.30 Bracing R-Factor: 3.25, Brace Seismic Factor (C _s): 0.1826, Design Base Shear = 0.1826 W
	DRAWING TITLE	PAGES	TYPE	DATE	DESCRIPTION	
	COVER SHEET					
CODES AND LOADS						
NOTES						
ANCHOR ROD PLAN						
PRIMARY STRUCTURAL						
SECONDARY STRUCTURAL						
COVERING						
SPECIAL DRAWINGS						
STANDARD ERECTION DETAILS						
PLANOGRAPH DETAILS						



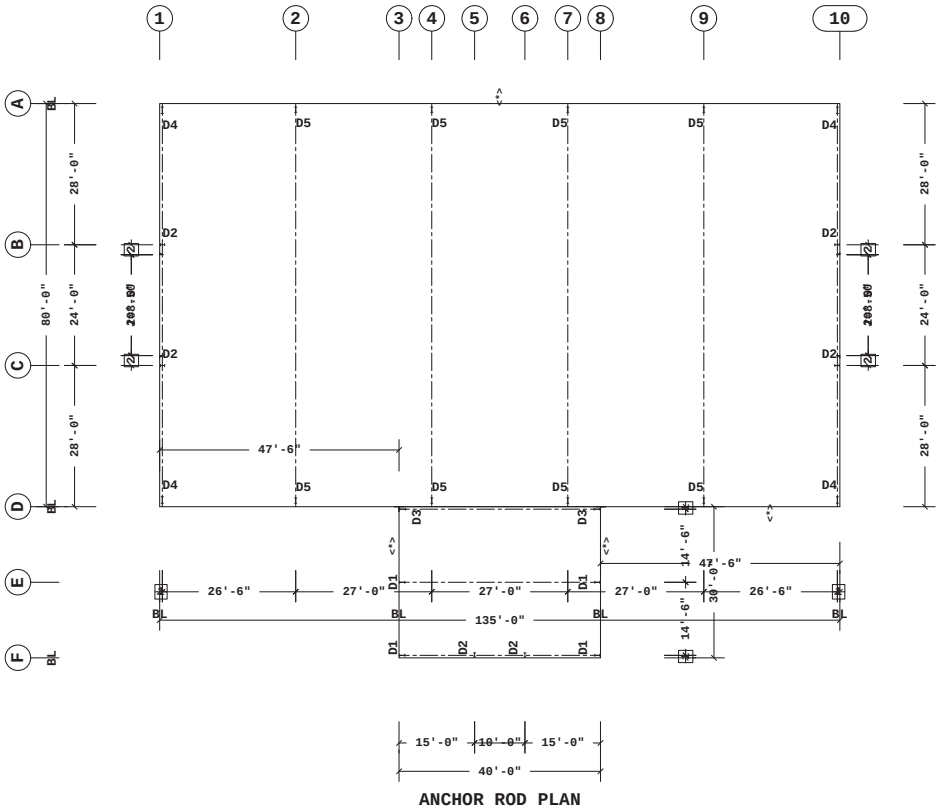
B	THE BUTLER MFG. ENGINEER'S SEAL APPLIES ONLY TO THE WORK PRODUCT OF BUTLER MFG. AND DESIGN AND PERFORMANCE REQUIREMENTS SPECIFIED BY BUTLER. THE BUTLER MFG. ENGINEER'S SEAL DOES NOT APPLY TO THE PERFORMANCE OR DESIGN OF ANY OTHER PRODUCT OR COMPONENT FURNISHED BY BUTLER EXCEPT TO ANY DESIGN OR PERFORMANCE REQUIREMENTS SPECIFIED BY BUTLER.	THIS DRAWING, INCLUDING THE INFORMATION HEREON, REMAINS THE PROPERTY OF BUTLER MFG. IT IS PROVIDED SOLELY FOR ERECTING THE BUILDING DESCRIBED IN THE APPLICABLE PURCHASE ORDER AND MAY BE REPRODUCED ONLY FOR THAT PURPOSE. IT SHALL NOT BE MODIFIED, REPRODUCED OR USED FOR ANY OTHER PURPOSE WITHOUT PRIOR WRITTEN APPROVAL OF BUTLER MFG.	BUTLER MANUFACTURING 1540 GENESSEE ST. KANSAS CITY, MO 64102	COVER SHEET
	THE GENERAL CONTRACTOR AND/OR ERECTOR IS SOLELY RESPONSIBLE FOR ACCURATE GOOD QUALITY WORKMANSHIP IN ERECTING THIS BUILDING IN ACCORDANCE WITH THIS DRAWING, DETAILS REFERENCED IN THIS DRAWING, ALL APPLICABLE BUTLER MFG. ERECTION GUIDES, AND INDUSTRY STANDARDS PERTAINING TO PROPER ERECTION, INCLUDING THE CORRECT USE OF TEMPORARY BRACING.			

BUILDER: LAND X Construction, Inc.	 Butler Manufacturing VPC VERSION: ADVNXT 3.8	JOB #
CUSTOMER:		DATE
LOCATION: Colusa, California		DRAWN/CHECK
PROJECT: Walt Sikes 80x125		PAGE
BUILDER PGM:		

VP: FILENAME: jdv0910001025 PRELIMINARY DRAWING

5/2/2020 10:25:42 PRELIMINARY DRAWING

a division of BlueScope Buildings North America, Inc.



2 2'-0"
1 1/2"
Dimension Key

Finished Floor Elevation = 100'-0" (Unless Noted Otherwise)

<> THE BUILDING IS DESIGNED WITH BRACING DIAGONALS IN THE DESIGNATED BAYS. COLUMN BASE REACTIONS, BASE PLATES AND ANCHOR RODS ARE AFFECTED BY THIS BRACING AND DIAGONALS MAY NOT BE RELOCATED WITHOUT CONSULTING THE BUILDING SUPPLIERS ENGINEER.

THE BUTLER MFG. ENGINEER'S SEAL APPLIES ONLY TO THE WORK PRODUCT OF BUTLER MFG. AND DESIGN AND PERFORMANCE REQUIREMENTS SPECIFIED BY BUTLER. THE BUTLER MFG. ENGINEER'S SEAL DOES NOT APPLY TO THE PERFORMANCE OR DESIGN OF ANY OTHER PRODUCT OR COMPONENT FURNISHED BY BUTLER EXCEPT TO ANY DESIGN OR PERFORMANCE REQUIREMENTS SPECIFIED BY BUTLER.

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BUTLER MANUFACTURING				ANCHOR ROD PLAN			
1540 GENESSEE ST. KANSAS CITY, MO 64102				BUILDER: LAND X Construction, Inc			
REV	DATE	BY	DESCRIPTION	CUSTOMER			
				LOCATION: Colusa, California			
				PROJECT: Walt Sikes 80x125			
DRAWING SCALE: NTS				BUILDER'S PDM	Butler Manufacturing VPC VERSION: ADVNXT 3.8		

VPC FILENAME: 66091001025 PRELIMINARY DRAWING

5/5/2020

10:25:48 PRELIMINARY DRAWING

a division of BlueScope Buildings North America, Inc.

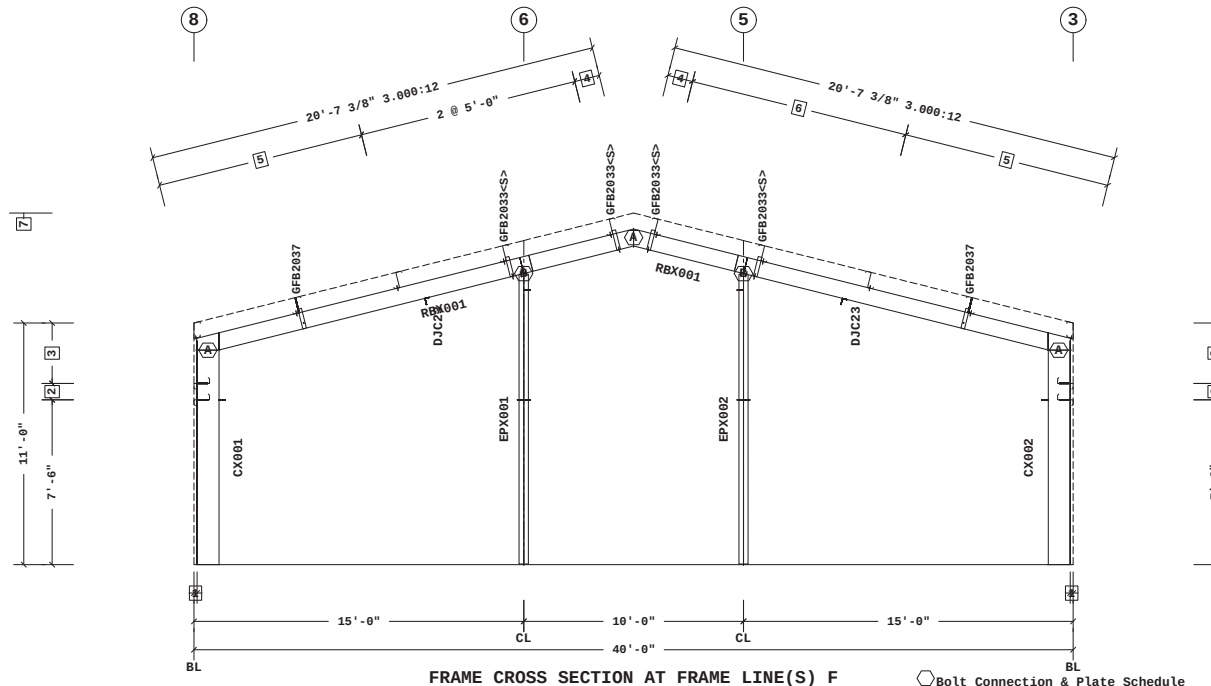
Attachment: Attachment #4 Proposed Spec Building (6028 : CIP Open Space Land Use Changes and Subdivision (ALUC #20-01))

Frame Member Schedule

Part	Mem	Width	Thick	WebThk.	Depth1	Depth2	Approx. Lgth	Approx. Weight	Detail
CX001	1	5.0000	.1345	.1345	1'-0"	1'-0"	9'-9 1/8"	118#	
RBX001	2	5.0000	.1345	.1345	9"	9"	20'-7 1/16"	199#	
	3	5.0000	.1345	.1345	9"	9"			
RBX001	4	5.0000	.1345	.1345	9"	9"	20'-7 1/16"	199#	
	5	5.0000	.1345	.1345	9"	9"			
CX002	6	5.0000	.1345	.1345	1'-0"	1'-0"	9'-9 1/8"	118#	
EPX001	7	5.0000	.1345	.1345	10"	10"	13'-3 9/16"	79#	BR25CA
EPX002	8	5.0000	.1345	.1345	10"	10"	13'-3 9/16"	79#	BR25CA

Frame Clearances

Horiz. Clearance between members 1(CX001) and 6(CX002): 37'-8 3/4"
 Vert. Clearance at member 1(CX001): 9'-9 1/8"
 Vert. Clearance at member 6(CX002): 9'-9 1/8"
 Vert. Clearance at member 7(EPX001): 13'-2 15/16"
 Vert. Clearance at member 8(EPX002): 13'-2 15/16"
 Finished Floor Elevation = 100'-0" (Unless Noted Otherwise)



FRAME CROSS SECTION AT FRAME LINE(S) F

Bolt Connection & Plate Schedule

Id	Qty	Grade	Bolt Dia.	Bolt Length	Plate Thk.	Rows Out	Rows In	PartNo
A	4	A325	3/4"	2 1/2"	3/8"	1	1	0097284
B	4	A325	1/2"	1 1/2"	3/8"	1	1	49680

<S> - (2) Washers (095872) req'd at Flange Brace to Secondary.

- 7 16'-0" Ridge Ht.
 6 2 @ 5'-0"
 5 2 @ 4'-8 13/16"
 4 1'-1 3/4"
 3 2'-9"
 2 9"
 1 1 5/8"

Dimension Key

Shape Name = SF Metal Works Office Wall 4, Frame 1

1. USE 1/2 X 1 1/2 A325T BOLT (49080) AND NUT (47120) TWO WASHERS. SNUG TIGHTEN BOLTS FOR ALL SECONDARY CONNECTIONS, SECONDARY CLIP CONNECTIONS, AND FLANGE BRACE CONNECTIONS, UNLESS NOTED OTHERWISE.
 2. SLOT REINFORCEMENT PLATES NEED NOT BE LOCATED ON THE SAME SIDE OF THE WEB AS THE HILLSIDE WASHER.

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B BUTLER MANUFACTURING 1540 GENESSEE ST. KANSAS CITY, MO 64102			SF Metal Works Office-Frame at F		
REV	DATE	BY	DESCRIPTION	BUILDER	LAND X Construction, Inc.
				CUSTOMER	
				LOCATION	Colusa, California
				PROJECT	Walt Sikes 80x125
DRAWING SCALE: NTS				BUILDER'S PO#	
BUTLER Butler Manufacturing VPC VERSION: ADVNXT 3.8				DATE: 4/28/2020 DRAWN/CHECKED: / PAGE: /	

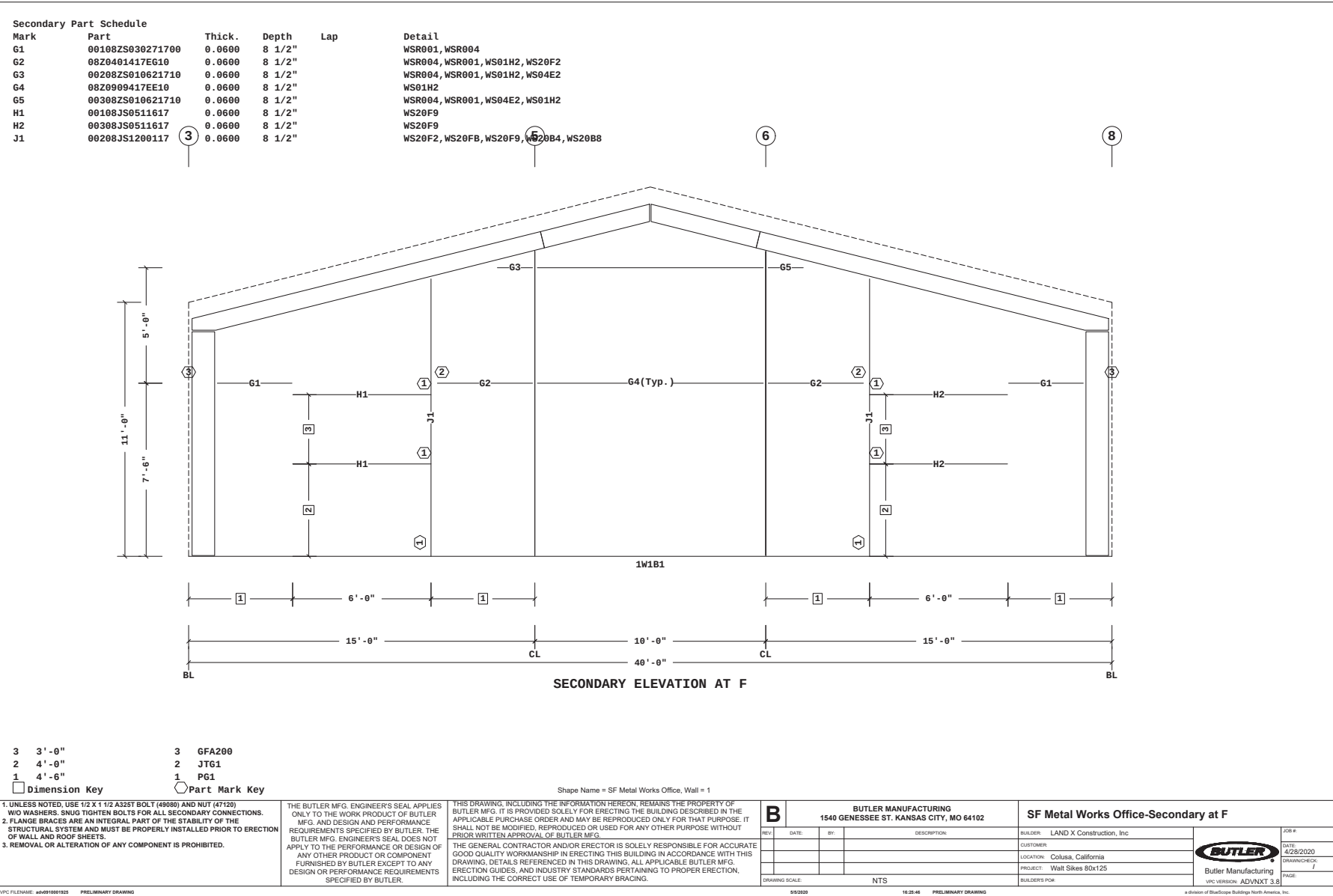
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5/5/2020

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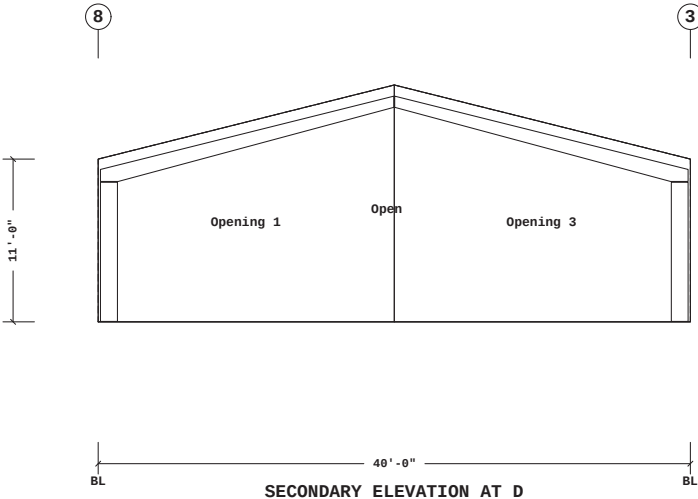
PRELIMINARY DRAWING

a division of BlueScope Buildings North America, Inc.



Attachment #1 2020-09-14 ALUC Agenda Packet (6287 : RPTS Development Inc. Development

Attachment #4 Proposed Spec Building (6028 : CJP Open Space Land Use Changes and Subdivision (ALUC #20-01))



Shape Name = SF Metal Works Office, Wall = 3

1. UNLESS NOTED, USE 1/2 X 1 1/2 A325T BOLT (49080) AND NUT (47120) W/O WASHERS. SNUG TIGHTEN BOLTS FOR ALL SECONDARY CONNECTIONS.
2. FLANGE BRACES ARE AN INTEGRAL PART OF THE STABILITY OF THE STRUCTURAL SYSTEM AND MUST BE PROPERLY INSTALLED PRIOR TO ERECTION OF WALL AND ROOF SHEETS.
3. REMOVAL OR ALTERATION OF ANY COMPONENT IS PROHIBITED.

THE BUTLER MFG. ENGINEER'S SEAL APPLIES ONLY TO THE WORK PRODUCT OF BUTLER MFG. AND DESIGN AND PERFORMANCE REQUIREMENTS SPECIFIED BY BUTLER. THE BUTLER MFG. ENGINEER'S SEAL DOES NOT APPLY TO THE PERFORMANCE OR DESIGN OF ANY OTHER PRODUCT OR COMPONENT FURNISHED BY BUTLER EXCEPT TO ANY DESIGN OR PERFORMANCE REQUIREMENTS SPECIFIED BY BUTLER.

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B				BUTLER MANUFACTURING 1540 GENESSEE ST. KANSAS CITY, MO 64102		SF Metal Works Office-Secondary at D			
REV	DATE	BY	DESCRIPTION		BUILDER:	LAND X Construction, Inc			JOB #
					CUSTOMER:				DATE:
					LOCATION:	Colusa, California			DRAWN/CHECK:
					PROJECT:	Walt Sikes 80x125			PAGE:
DRAWING SCALE:				NTS		BUILDER'S P.O.#	VPC VERSION: ADVNXT 3.8		
5/5/2020				10:25:45 PRELIMINARY DRAWING		a division of Blackstone Buildings North America, inc.			

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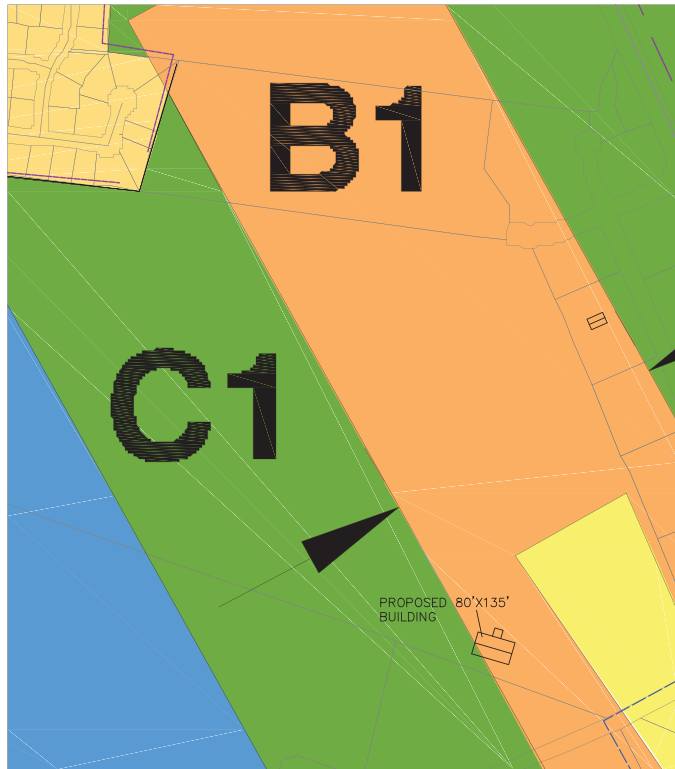
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a division of BlueScope Buildings North America, Inc.

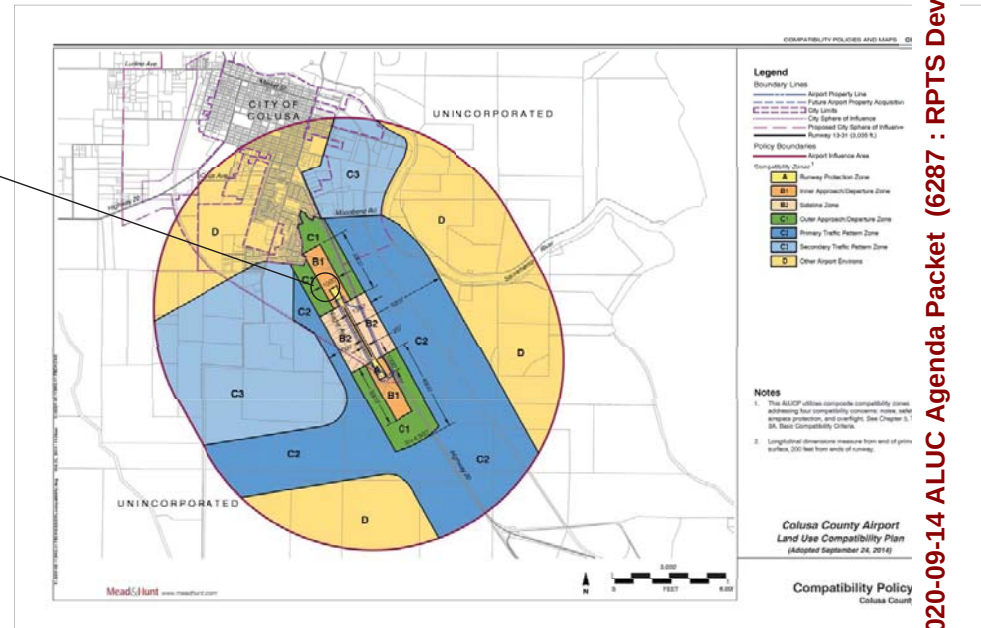
Attachment #1 2020-09-14 ALUC Agenda Packet (6287 : RPTS Development Inc. Development

Attachment #4 Proposed Spec Building (6028 : CIP Open Space Land Use Changes and Subdivision (ALUC #20-01))

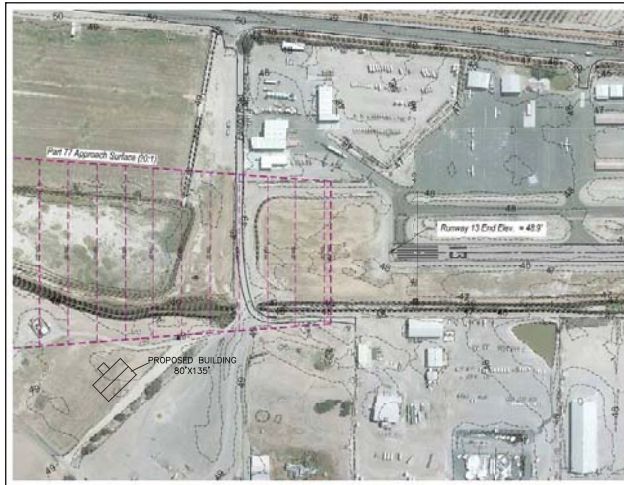


DETAIL
NTS

NOTE:
1. THE 80'X135' NEW SHOP STRUCTURE IS IN ZONES C1 AND B1 OF THE COLUSA COUNTY AIRPORT LAND USE COMPATIBILITY PLAN.



CIP NEW 80' x 135'	
PLOT	
DATE	NO.
10/15/20	1
1647 STARR DRIVE, SUITE "J" KIRK CITY, CA 95693 (916) 713-0477	



PART 77 APPROACH SURFACE (20:1)
1"=200'



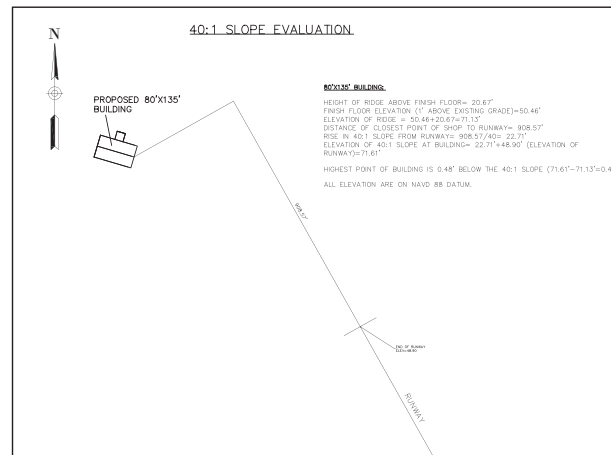
RUNWAY PROTECTION ZONE
1"=200'



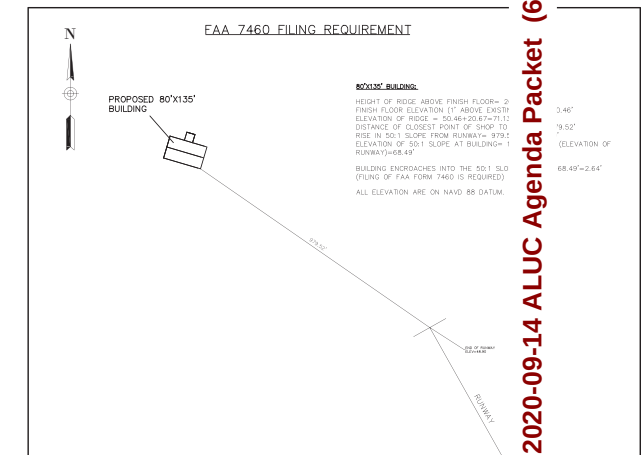
DEPARTURE SURFACE (40:1)
1"=200'



THRESHOLD SIGHTING SURFACE (20:1)
1"=200'



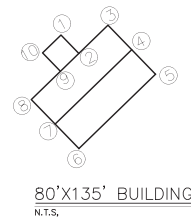
40:1 SLOPE EVALUATION
1"=200'



50:1 SLOPE EVALUATION
1"=200'

BUILDING CORNERS COORDINATES (NAD 83)

CORNER NO.	LATITUDE	LONGITUDE
1	39°11'04.1723"N	121°59'55.5671"W
2	39°11'03.8878"N	121°59'55.6743"W
3	39°11'03.7412"N	121°59'55.0351"W
4	39°11'03.3619"N	121°59'55.1786"W
5	39°11'02.9827"N	121°59'55.3222"W
6	39°11'03.3596"N	121°59'56.9669"W
7	39°11'03.7389"N	121°59'56.8234"W
8	39°11'04.1182"N	121°59'56.6799"W
9	39°11'03.9716"N	121°59'56.0402"W
10	39°11'04.2560"N	121°59'55.9326"W



NOTES:

1- THE DIAGRAMS AND INFORMATION SHOWN HEREIN IS BASED ON A FIELD SURVEY COMPLETED ON APRIL 16, 2019. NIVES HAS NOT EVALUATED THE PROPOSED NEW CONSTRUCTION TO DETERMINE COMPLIANCE WITH THE CALIFORNIA COUNTY LAND USE COMPATIBILITY PLAN AND THE SUBMITTAL OF THESE CALCULATIONS ARE SUBMITTED FOR INFORMATION ONLY. COMPLIANCE EVALUATION NEEDS TO BE DONE BY OTHERS.

2- BENCH MARK USED IS AN NOS MONUMENT SET AT CONCRETE HEADWALL LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF PARKWAY ROAD AND STATE HIGHWAY 20 WITH SET ELEVATION OF 48.7' NAVD 88 DATUM.

3- SIZE AND HEIGHT OF BUILDINGS WERE PROVIDED BY LANDX, GENERAL BUILDING CONTRACTOR.

NEW SHOP BUILDING

DIMENSIONS: 80'X135'

HIGHEST POINT OF ROOF ABOVE FINISHED FLOOR=20.67'
ELEVATION OF HIGHEST POINT ON ROOF= 50.48+20.67=71.15'
ELEVATION OF PART 77 20:1 APPROACH SURFACE AT BUILDING=(BUILDING OUTSIDE IMPACT AREA)
ELEVATION OF THRESHOLD SIGHTING SURFACE AT BUILDING=(BUILDING OUTSIDE IMPACT AREA)

BUILDING IS OUTSIDE THE LIMITS OF THE RUNWAY PROTECTION ZONE.

Attachment #6

Attachment #1 2020-09-14 ALUC Agenda Packet (6287 : RPTS Development Inc. Development

5.1.h

Attachment: Attachment #5 NEW 80 x 135 Building Survey Information (6028 : CIP Open Space Land Use Changes and Subdivision (ALUC #20-

CIP NEW 80' X 13	
PLOT	
NO. 1546E	EXP. 9-30-2020
CIVIL	
STATE OF CALIFORNIA	
NIVES	
1547 STARR DRIVE SUITE "I"	
KIRK CITY, CA 95993	
(530) 713-0477	

BUILDING	
ROSE MULLAM	DWG NO.
MOORE	2
ROSE MULLAM	SHEET NO.

Packet Pg. 47



Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Issued Date: 08/06/2020

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building CIP 80'x135' Corner #3
Location:	COLUSA, CA
Latitude:	39-11-03.74N NAD 83
Longitude:	121-59-55.03W
Heights:	50 feet site elevation (SE) 19 feet above ground level (AGL) 69 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 02/06/2022 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

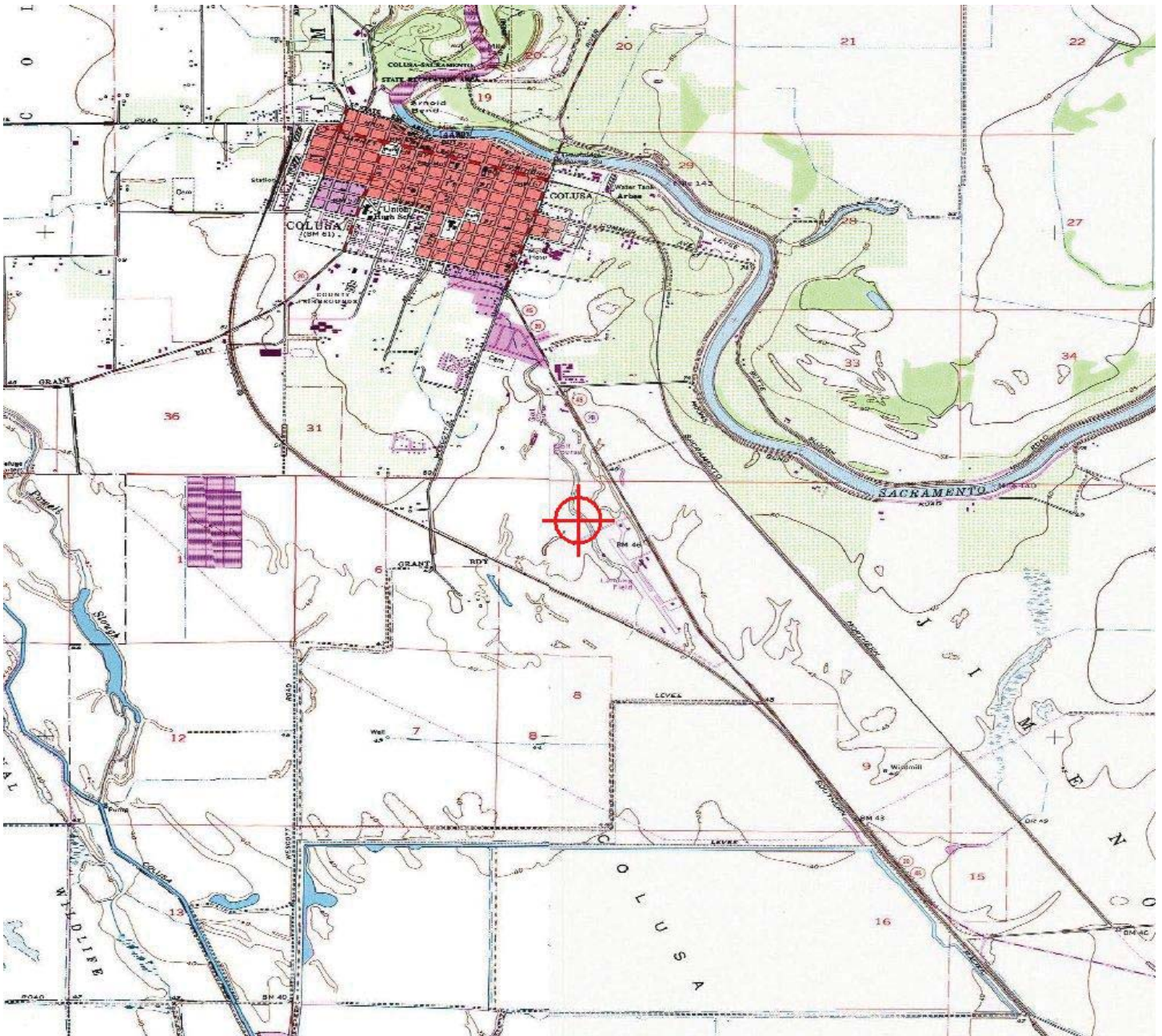
If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AWP-5166-OE.

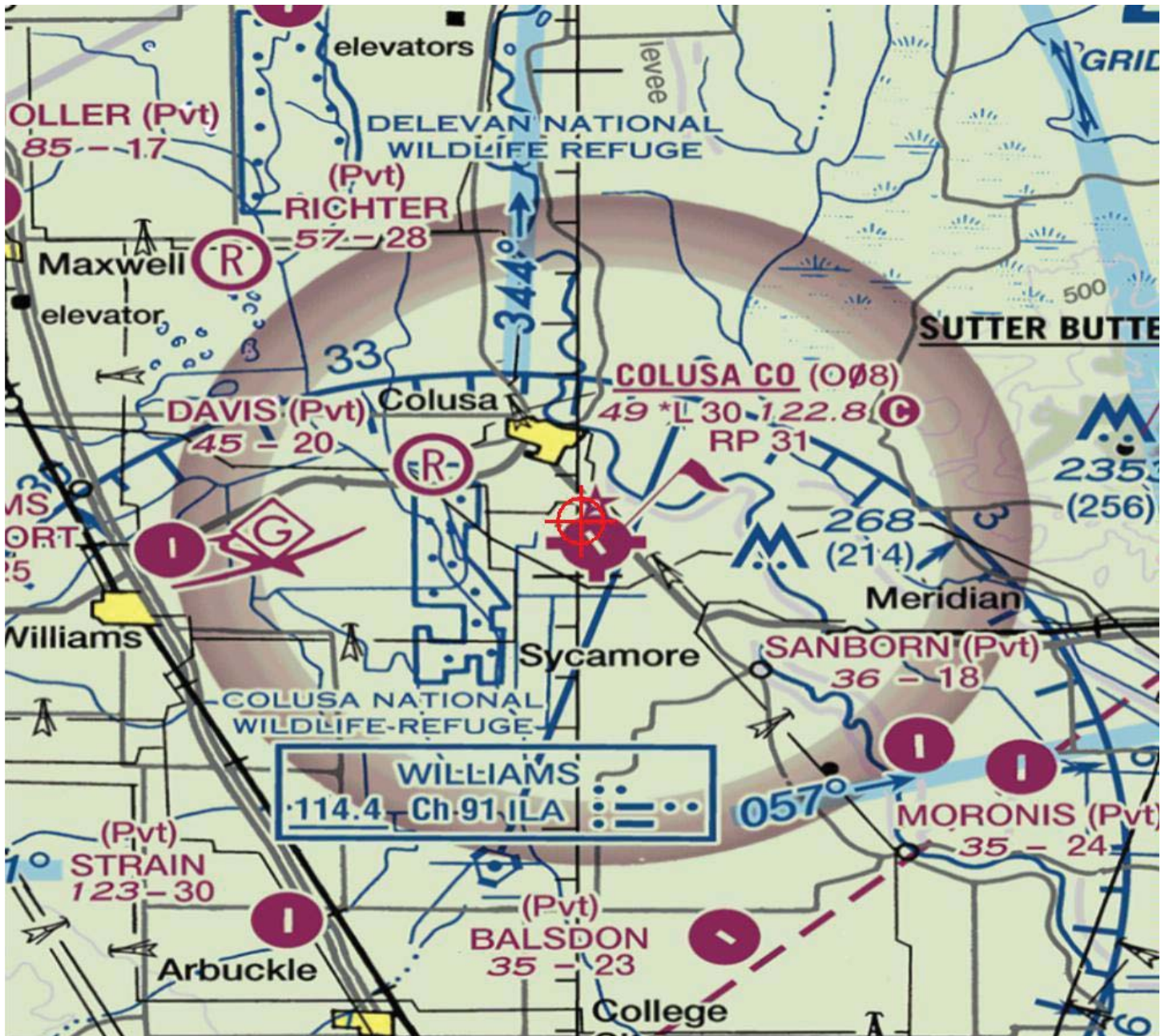
Signature Control No: 438832677-447758168

(DNE)

Daniel Shoemaker
Specialist

Attachment(s)
Map(s)







Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Issued Date: 08/06/2020

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building CIP 80'x135' Corner #5
Location:	COLUSA, CA
Latitude:	39-11-02.98N NAD 83
Longitude:	121-59-55.32W
Heights:	50 feet site elevation (SE) 19 feet above ground level (AGL) 69 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 02/06/2022 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

If construction or alteration is dismantled or destroyed, you must submit notice to the FAA within 5 days after the construction or alteration is dismantled or destroyed.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AWP-5168-OE.

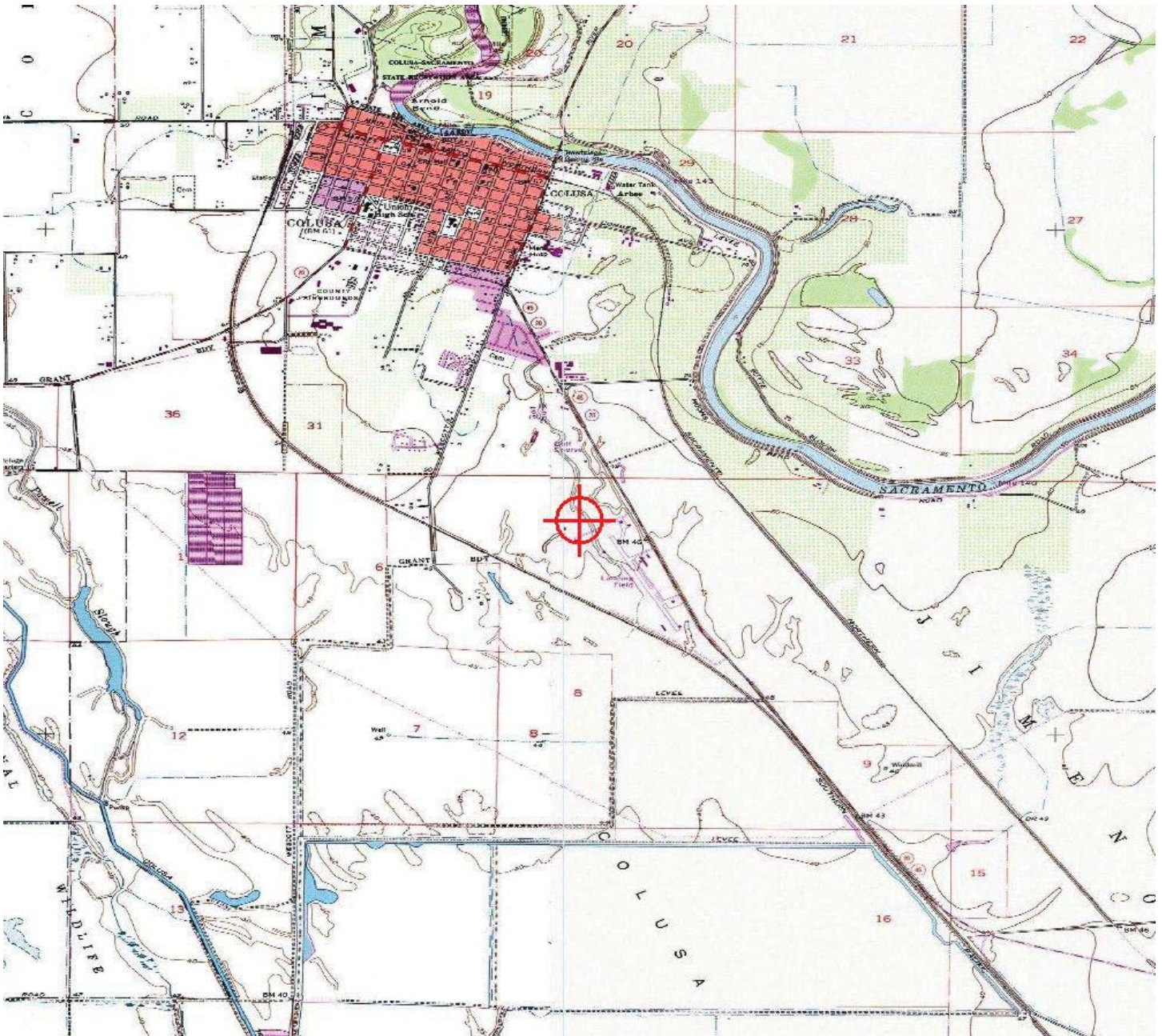
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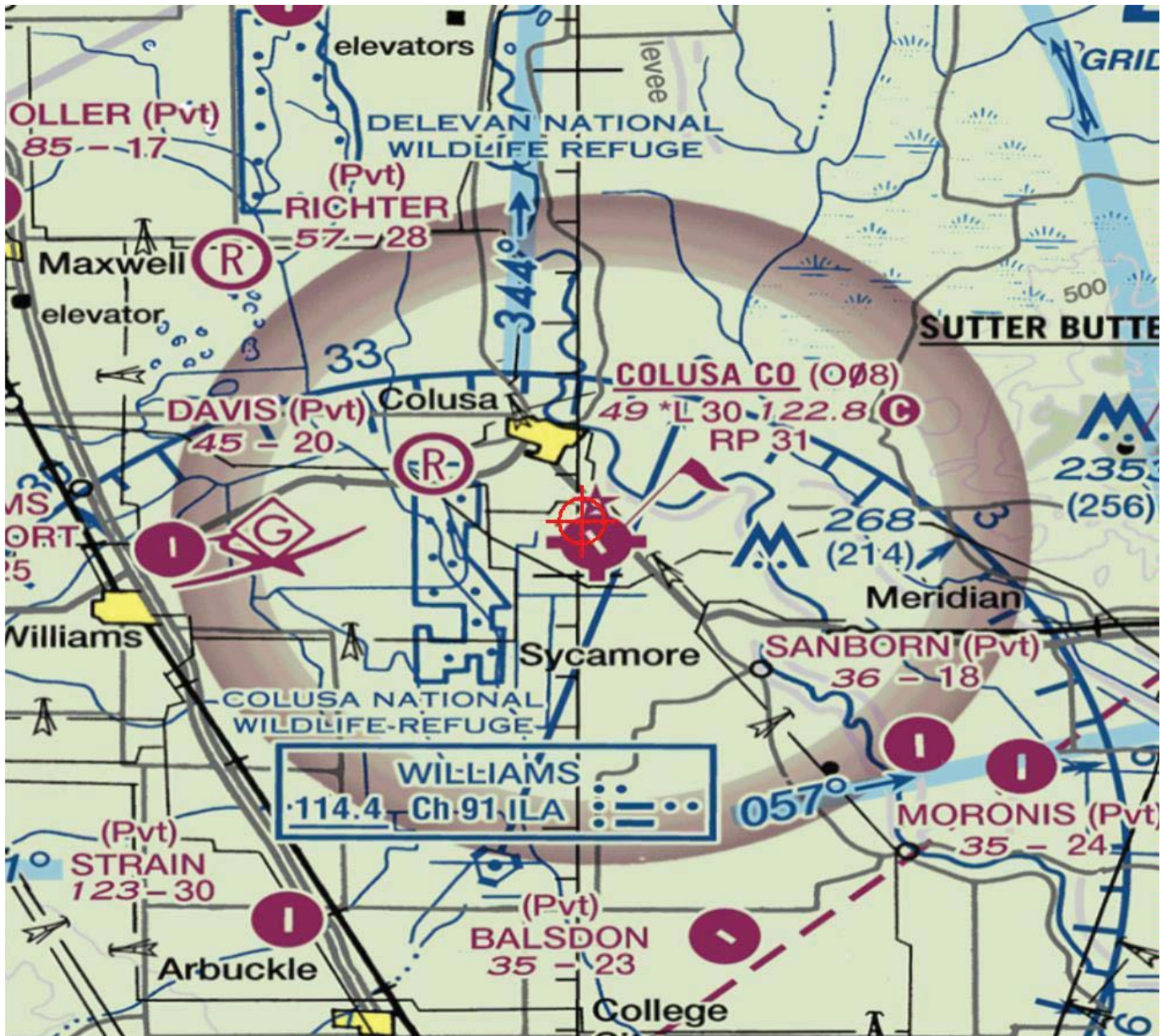
(DNE)

Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Attachment: Attachment #1 2020-09-14 ALUC Agenda Packet (6287 : RPTS Development Inc. Development Agreement (ALUC #20-05))







Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment #1 - Sept 9, 2020 ALUC Agenda Packet

Aeronautical Study No.
2020-AWP-5169-OE

5.1.c

Issued Date: 08/06/2020

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building CIP 80'x135' Corner #6
Location:	COLUSA, CA
Latitude:	39-11-03.36N NAD 83
Longitude:	121-59-56.96W
Heights:	50 feet site elevation (SE) 19 feet above ground level (AGL) 69 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 02/06/2022 unless:

- (a) the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- (b) extended, revised, or terminated by the issuing office.
- (c) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

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This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AWP-5169-OE.

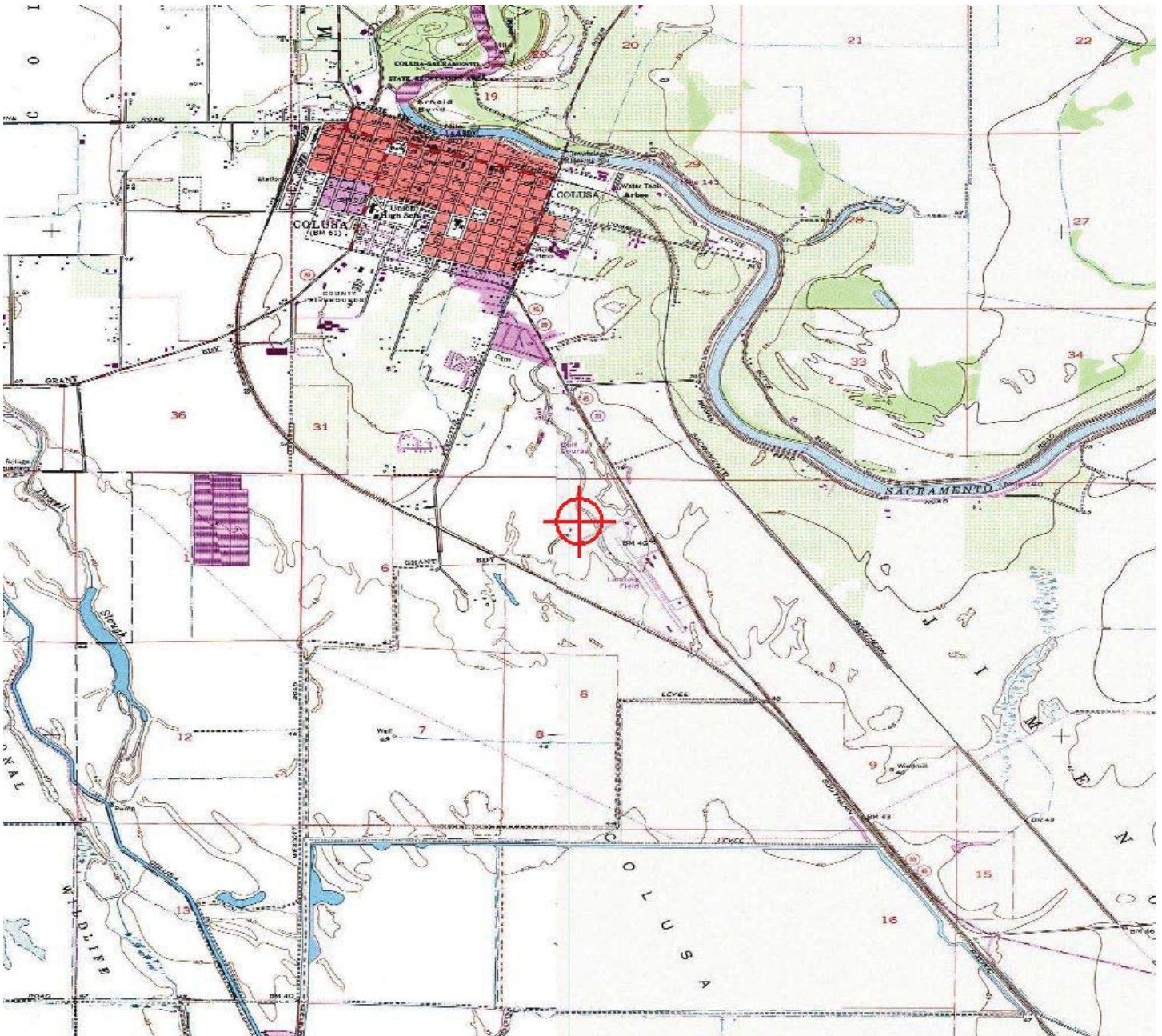
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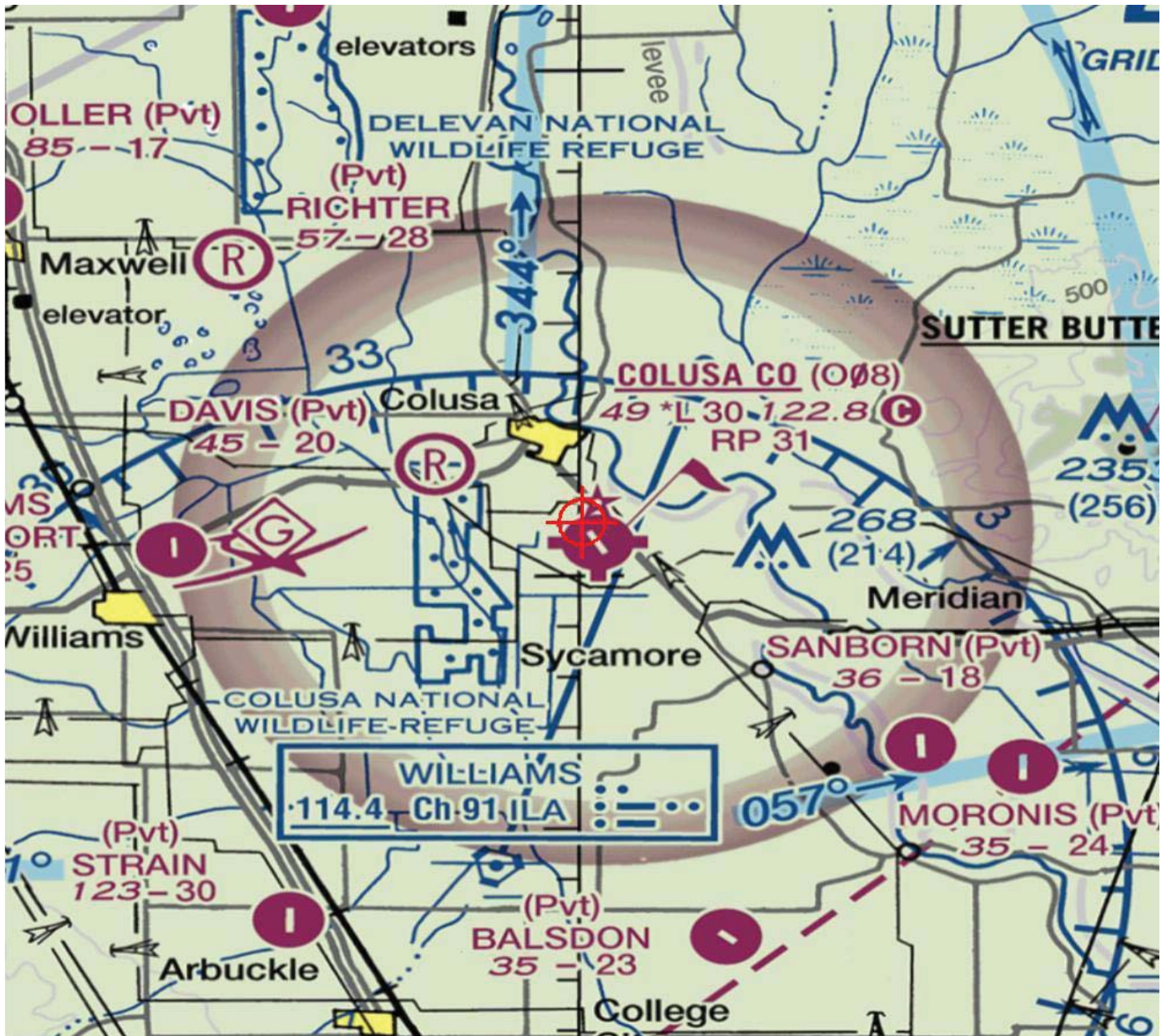
(DNE)

Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Attachment: Attachment #1 2020-09-14 ALUC Agenda Packet (6287 : RPTS Development Inc. Development Agreement (ALUC #20-05))







Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Attachment #1 - Sept 9, 2020 ALUC Agenda Packet

Aeronautical Study No.
2020-AWP-5171-OE

5.1.c

Issued Date: 08/06/2020

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building CIP 80'x135' Corner #8
Location:	COLUSA, CA
Latitude:	39-11-04.11N NAD 83
Longitude:	121-59-56.68W
Heights:	50 feet site elevation (SE) 19 feet above ground level (AGL) 69 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

- ☐ At least 10 days prior to start of construction (7460-2, Part 1)
☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 02/06/2022 unless:

- the construction is started (not necessarily completed) and FAA Form 7460-2, Notice of Actual Construction or Alteration, is received by this office.
- extended, revised, or terminated by the issuing office.
- the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE E-FILED AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE. AFTER RE-EVALUATION OF CURRENT OPERATIONS IN THE AREA OF THE STRUCTURE TO DETERMINE THAT NO SIGNIFICANT AERONAUTICAL CHANGES HAVE OCCURRED, YOUR DETERMINATION MAY BE ELIGIBLE FOR ONE EXTENSION OF THE EFFECTIVE PERIOD.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

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This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AWP-5171-OE.

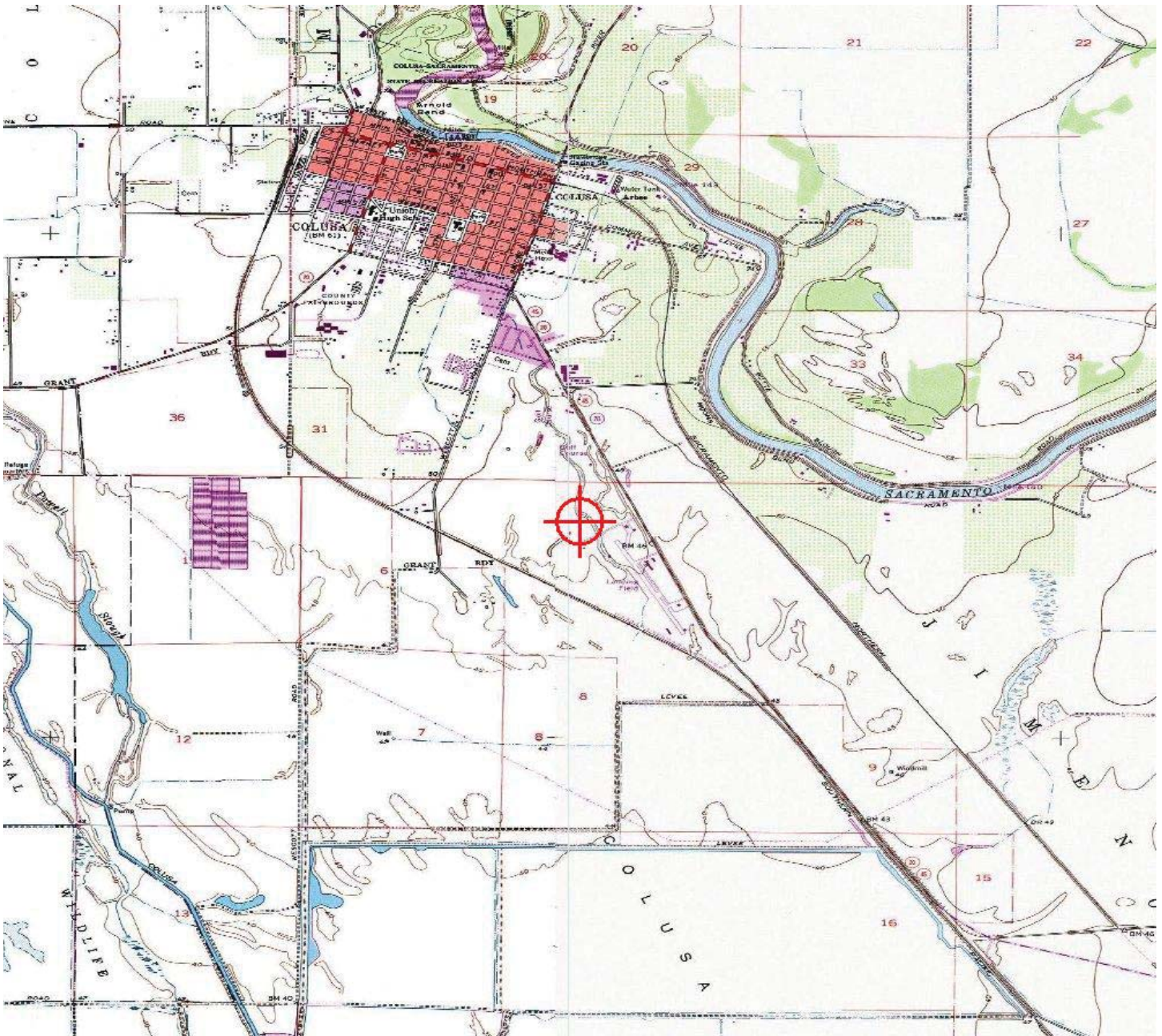
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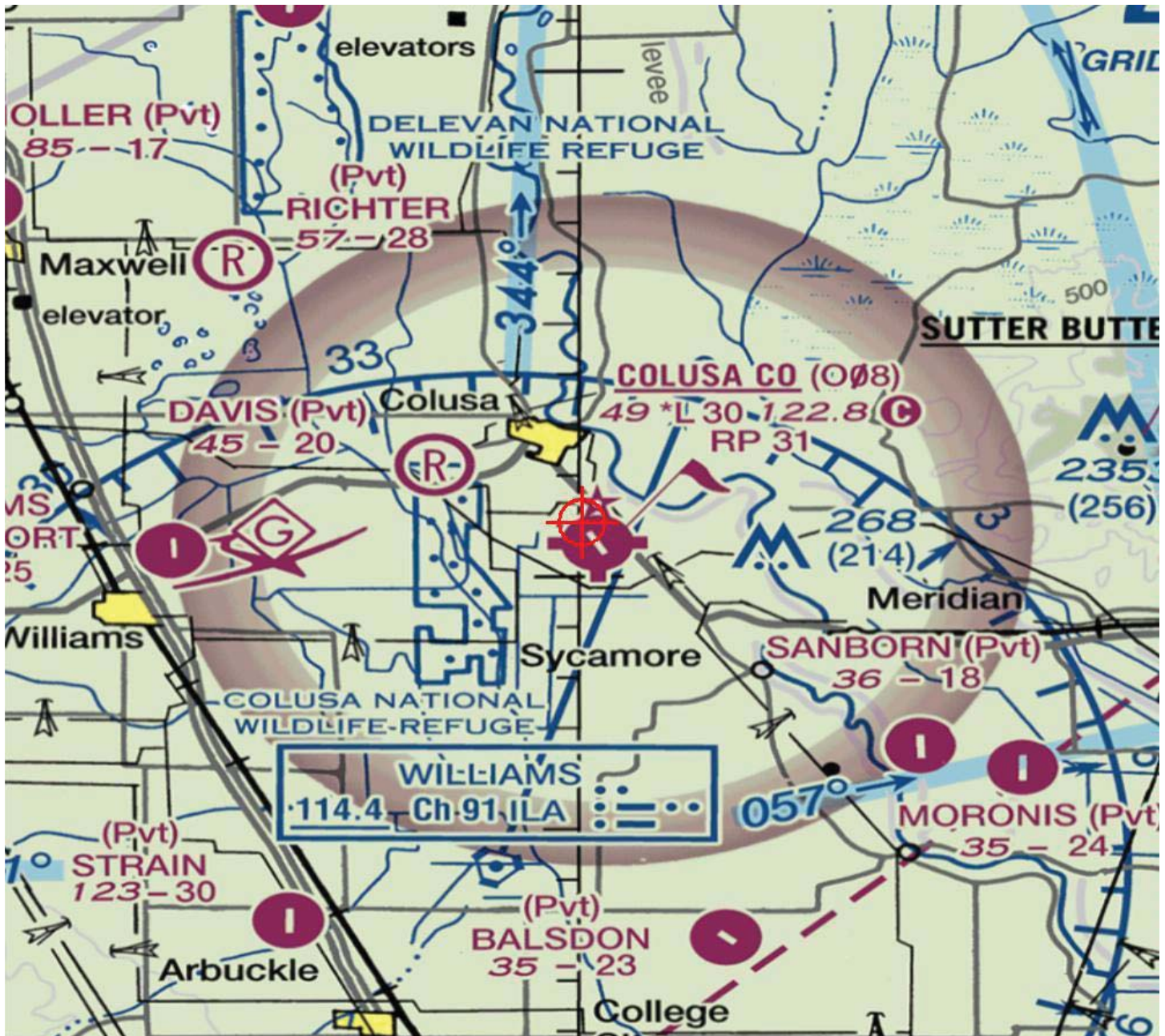
(DNE)

Daniel Shoemaker
Specialist

Attachment(s)
Map(s)

Attachment: Attachment #1 2020-09-14 ALUC Agenda Packet (6287 : RPTS Development Inc. Development Agreement (ALUC #20-05))







Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Issued Date: 08/06/2020

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building CIP 80'x135' Ridge End #4
Location:	COLUSA, CA
Latitude:	39-11-03.36N NAD 83
Longitude:	121-59-55.17W
Heights:	50 feet site elevation (SE) 21 feet above ground level (AGL) 71 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

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☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

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This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power, except those frequencies specified in the Colo Void Clause Coalition; Antenna System Co-Location; Voluntary Best Practices, effective 21 Nov 2007, will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA. This determination includes all previously filed frequencies and power for this structure.

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This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

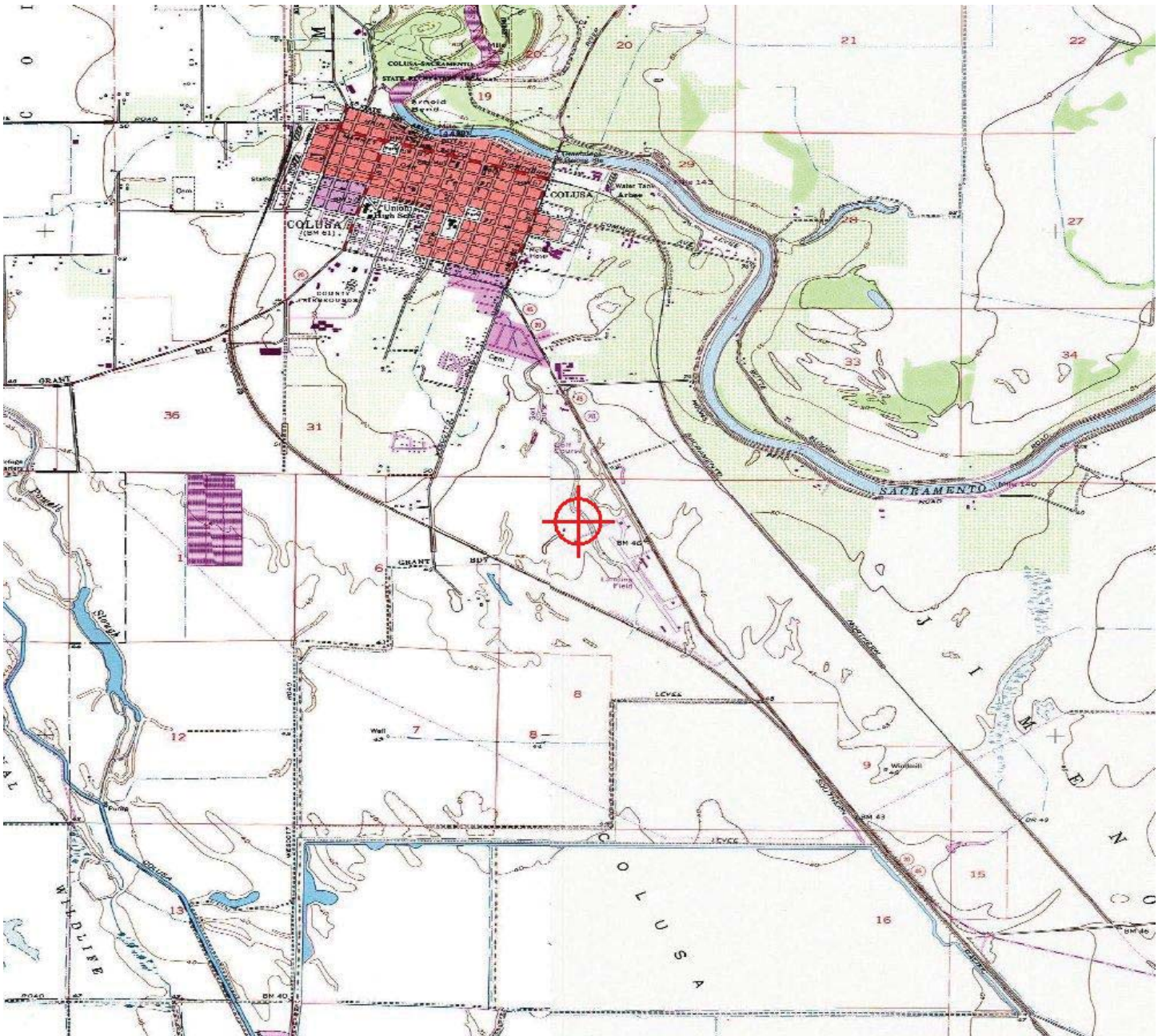
If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AWP-5167-OE.

Signature Control No: 438832678-447758170

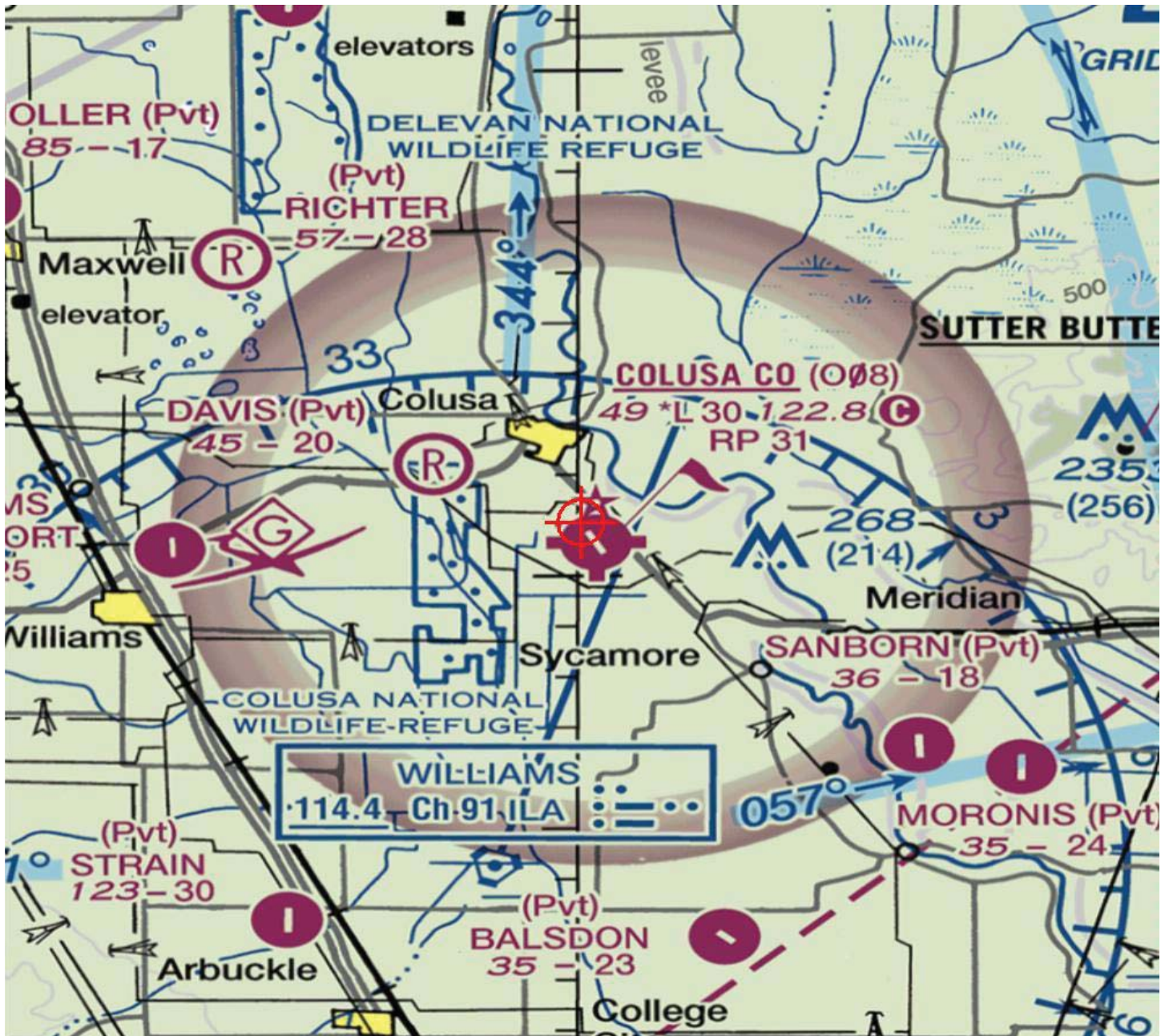
(DNE)

Daniel Shoemaker
Specialist

Attachment(s)
Map(s)



Attachment: Attachment #1 2020-09-14 ALUC Agenda Packet (6287 : RPTS Development Inc. Development Agreement (ALUC #20-05))





Mail Processing Center
Federal Aviation Administration
Southwest Regional Office
Obstruction Evaluation Group
10101 Hillwood Parkway
Fort Worth, TX 76177

Issued Date: 08/06/2020

Jacob Kley
Colusa Industrial Properties
50 Sunrise Blvd.
Colusa, CA 95932

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has conducted an aeronautical study under the provisions of 49 U.S.C., Section 44718 and if applicable Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure:	Building CIP 80'x135' Ridge End #7
Location:	COLUSA, CA
Latitude:	39-11-03.73N NAD 83
Longitude:	121-59-56.82W
Heights:	50 feet site elevation (SE) 21 feet above ground level (AGL) 71 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

It is required that FAA Form 7460-2, Notice of Actual Construction or Alteration, be e-filed any time the project is abandoned or:

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☒ Within 5 days after the construction reaches its greatest height (7460-2, Part 2)

Based on this evaluation, marking and lighting are not necessary for aviation safety. However, if marking/lighting are accomplished on a voluntary basis, we recommend it be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 02/06/2022 unless:

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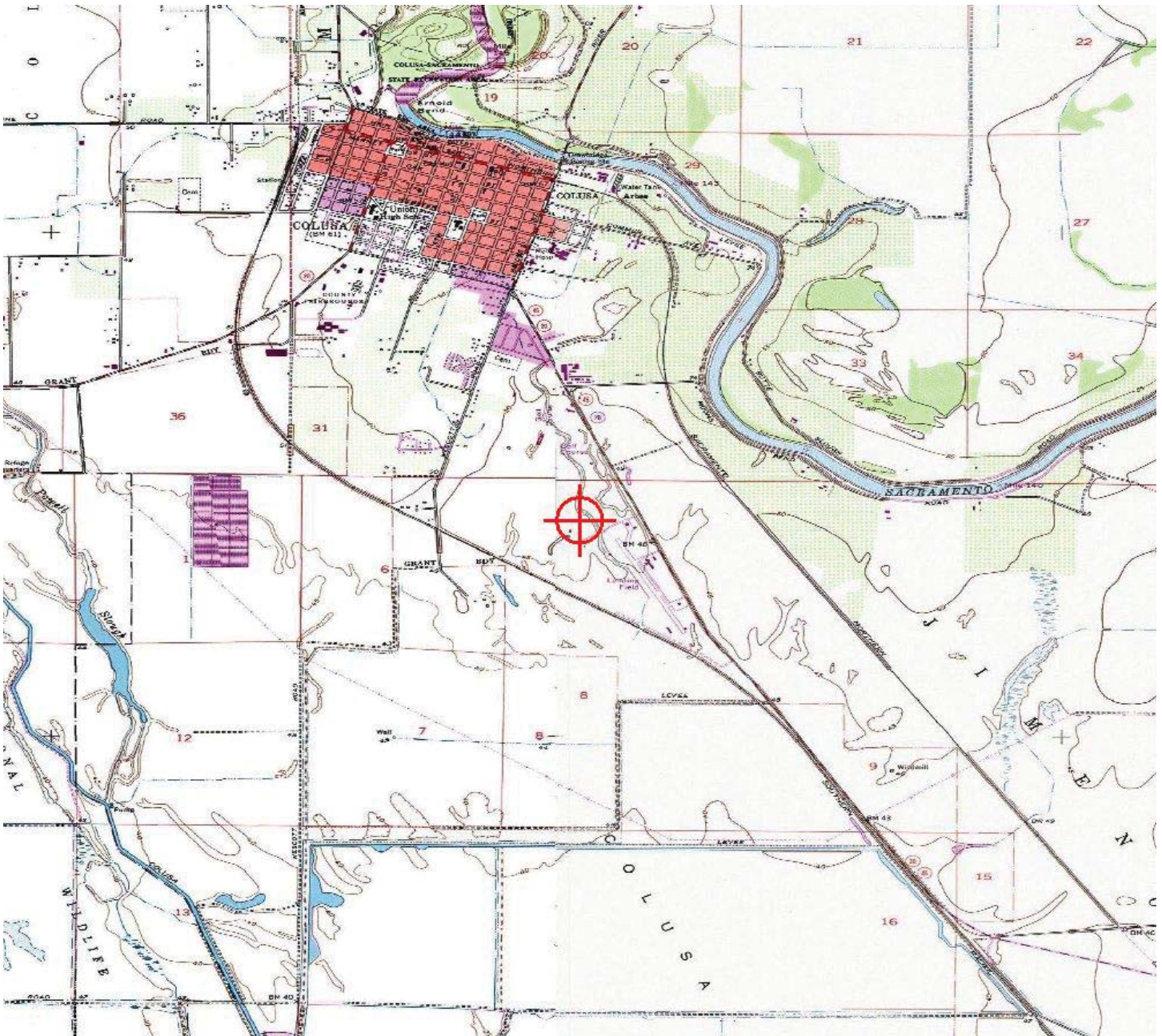
If we can be of further assistance, please contact our office at (206) 231-2989, or dan.shoemaker@faa.gov. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2020-AWP-5170-OE.

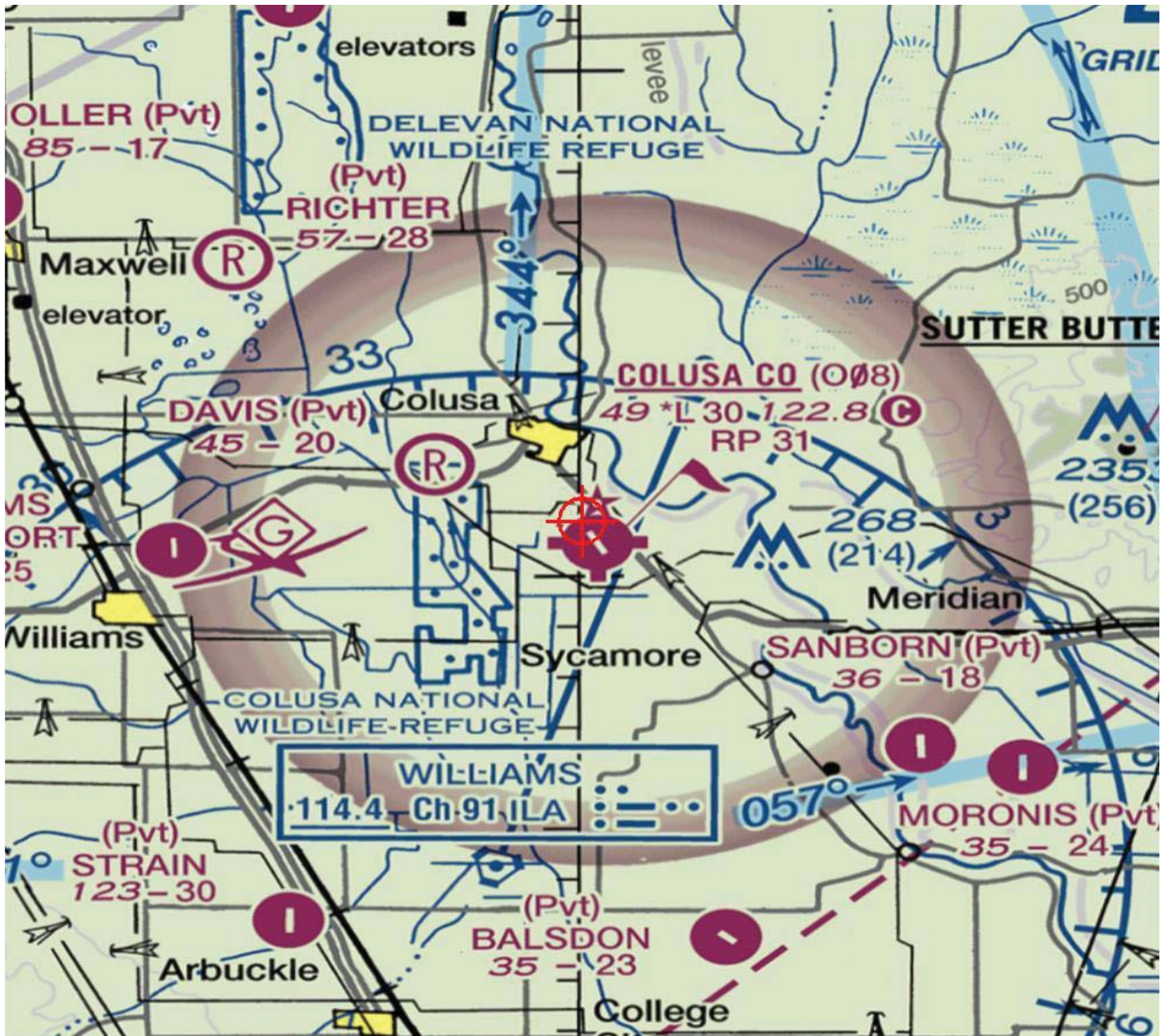
Signature Control No: 438832681-447758167

(DNE)

Daniel Shoemaker
Specialist

Attachment(s)
Map(s)





APPENDIX F
ALUC Referral Form

COLUSA COUNTY AIRPORT LAND USE COMMISSION (ALUC) REFERRAL FORM FOR PROJECT REVIEW		ALUC Identification No. #20-01	
PROJECT PROPONENT (TO BE COMPLETED BY APPLICANT)			
Date of Application	June 11, 2020		
Applicant	Colusa Industrial Properties	Phone Number	(530) 682-7432
Mailing Address	50 Sunrise Blvd. Colusa, CA 95932		
Agent (if any)	Phone Number		
Mailing Address			
PROJECT LOCATION (TO BE COMPLETED BY APPLICANT)			
Attach an accurately scaled map showing the relationship of the project site to the airport boundary and runways			
Street Address	7290, 7300, & 7400 Farinon Rd Colusa, CA 95932		
Assessor's Parcel No.	017-130-106	Parcel Size	50.54 acres
Subdivision Name	CIP	Zoning Classification	Open Space
Lot Number			
PROJECT DESCRIPTION (TO BE COMPLETED BY APPLICANT)			
If applicable, attach a detailed site plan showing ground elevations, the location of structures, open spaces and water bodies, and the heights of structures and trees; include additional project description data as needed			
Existing Land Use (describe)	Open Space; potable water well; maintenance shop, drainage canal, and portions of Farinon Rd.		
Proposed Land Use (describe)	Open Space (46.17 acres); potable water well site (1.46 acres); two light industrial/commercial parcels (2.91 acres), drainage canal, and portions of Farinon Rd. (0.86 acres).		
For Residential Uses	Number of Parcels or Units on Site (exclude secondary units) N/A		
For Other Land Uses	Hours of Use primarily 8am to 5pm		
	Number of People	Maximum Number	17
	On Site...	Method of Calculation	estimate
Height Data	Height above Ground of Tallest Object (including antennas and trees)		20.67 ft.
	Highest Elevation (above sea level) of Any Object or Terrain on Site		70.13 ft.
Flight Hazards	Does the Project Involve Characteristics that:		
	▪ Could Create Electrical Interference, Confusing Lights, Glare, Smoke, or Other Electrical or Visual Hazards to Aircraft Flight?		☐ Yes ☒ No
	▪ Could Attract Birds or Other Wildlife to the Airport or Vicinity?		☐ Yes ☒ No
	If Yes, Describe		

APPENDIX F PROJECT REFERRAL FORM

REFERRING AGENCY (TO BE COMPLETED BY SUBMITTING AGENCY STAFF)			
Date Received	6-10-20	Type of Project	
Agency Name	City of Colusa	☒ General Plan Amendment	
Staff Contact	Bryan Stice	☒ Zoning Amendment or Variance	
Phone Number	(530) 458-4740 x103	☒ Subdivision Approval	
Agency's Project No.	01-20 (GPA); 01-20 (Z); and 01-20 (TM)	☐ Use Permit	
		☒ Public Facility	
		☐ Other	
Indicate agencies that have been notified of project.			
☒ Colusa County Airport ☐ County of Colusa ☒ City of Colusa ☐ Other:			
ALUC REVIEW (TO BE COMPLETED BY ALUC STAFF / ATTACH ADDITIONAL PAGES IF NECESSARY)			
Application	Date Received	June 2020	By Airport Manager
Receipt	Is Application Complete?	☐ Yes ☐ No	
	If no, cite reasons		
Airport	☒ Colusa County Airport ☐ New Airport/Heliport ☐ Other:		
Land Use Category/Categories			
Basic Review Criteria	Compatibility Zone(s)	☐ A ☒ B1 ☐ B2 ☐ C1 ☐ C2 ☐ C3 ☐ D	
	Land Use Acceptability	☐ Normally Compatible ☒ Conditional ☐ Incompatible	
	Sitewide Avg. Density/Intensity Criteria Met?	☒ Yes ☐ No	
	Single-Acre Density/Intensity Criteria Met?	☒ Yes ☐ No	
	Open Land Requirement Met?	☒ Yes ☐ No	
	Sound Attenuation Requirement Met?	☒ Yes ☐ No	
	Easement/ Overflight Notice Provided?	☐ Yes ☒ No	NA
Airspace Protection	Height Acceptable?	☒ Yes ☐ No	
Compatibility	FAA Notified if Applicable?	☒ Yes ☐ No	
	Other Hazards to Flight Excluded?	☒ Yes ☐ No	
Special Site/Project Conditions	Describe: No access from Fabiano Road		
ACTIONS TAKEN (TO BE COMPLETED BY ALUC STAFF)			
ALUC	☐ Consistent Date		
Action	☐ Consistent with Conditions (list conditions / attach additional pages if needed)		
	☐ Inconsistent (list reasons / attach additional pages if needed)		

APPENDIX F

ALUC Referral Form

COLUSA COUNTY AIRPORT LAND USE COMMISSION (ALUC) REFERRAL FORM FOR PROJECT REVIEW		ALUC Identification No. <u>#20-01</u>
PROJECT PROPONENT (TO BE COMPLETED BY APPLICANT)		
Date of Application	<u>6/10/20</u>	
Applicant	<u>Colusa Industrial Properties</u>	
Mailing Address	<u>50 Sunrise Blvd.</u> <u>Colusa Ca. 95932</u>	
Agent (if any)	Phone Number	
Mailing Address		
PROJECT LOCATION (TO BE COMPLETED BY APPLICANT) <i>Attach an accurately scaled map showing the relationship of the project site to the airport boundary and runways</i>		
Street Address	<u>7300 Farinon Rd. Colusa Ca. 95932</u>	
Assessor's Parcel No.	<u>017-130-106</u>	
Subdivision Name	<u>CIP</u>	
Lot Number	Parcel Size <u>1.64 acre / 71,438 sf</u>	
	Zoning Classification <u>M-1 (Pending)</u>	
PROJECT DESCRIPTION (TO BE COMPLETED BY APPLICANT) <i>If applicable, attach a detailed site plan showing ground elevations, the location of structures, open spaces and water bodies, and the heights of structures and trees; include additional project description data as needed</i>		
Existing Land Use (describe)	<u>Open Space</u>	
Proposed Land Use (describe)	<u>Light Industrial (M-1) / Pending Subdivision</u>	
For Residential Uses	Number of Parcels or Units on Site (exclude secondary units)	
For Other Land Uses	Hours of Use <u>Business Hours M-F, 8:00am-5:00pm</u>	
	Number of People	Maximum Number <u>10 Anticipated</u>
	On Site...	Method of Calculation <u>Estimate</u>
Height Data	Height above Ground of Tallest Object (including antennas and trees) <u>20.67</u> ft.	
	Highest Elevation (above sea level) of Any Object or Terrain on Site <u>71.13</u> ft.	
Flight Hazards	Does the Project Involve Characteristics that: • Could Create Electrical Interference, Confusing Lights, Glare, Smoke, or Other Electrical or Visual Hazards to Aircraft Flight? • Could Attract Birds or Other Wildlife to the Airport or Vicinity? If Yes, Describe _____	
	☐ Yes ☒ No ☐ Yes ☒ No	

APPENDIX F PROJECT REFERRAL FORM

REFERRING AGENCY (TO BE COMPLETED BY SUBMITTING AGENCY STAFF)	
Date Received	6-11-20
Agency Name	City of Colusa
Staff Contact	Bryan Stice
Phone Number	458-4740 x103
Agency's Project No.	01-20 (GPA); 01-20 (Z) 01-20 (rm)
Indicate agencies that have been notified of project.	
☒ Colusa County Airport	☐ County of Colusa ☒ City of Colusa
Type of Project	
☒	General Plan Amendment
☒	Zoning Amendment or Variance
☒	Subdivision Approval
☐	Use Permit
☐	Public Facility
☒	Other, 12,000 sq ft. building
ALUC REVIEW (TO BE COMPLETED BY ALUC STAFF / ATTACH ADDITIONAL PAGES IF NECESSARY)	
Application Receipt	Date Received June 2020 By Airport Manager
	Is Application Complete? ☒ Yes ☐ No
	If no, cite reasons
Airport	☒ Colusa County Airport ☐ New Airport/Heliport ☐ Other:
Land Use Category/Categories	
Basic Review Criteria	Compatibility Zone(s) ☐ A ☒ B1 ☐ B2 ☐ C1 ☐ C2 ☐ C3 ☐ D
	Land Use Acceptability ☐ Normally Compatible ☐ Conditional ☐ Incompatible
	Sitewide Avg. Density/Intensity Criteria Met? ☒ Yes ☐ No
	Single-Acre Density/Intensity Criteria Met? ☒ Yes ☐ No
	Open Land Requirement Met? ☒ Yes ☐ No
	Sound Attenuation Requirement Met? ☒ Yes ☐ No
	Easement/ Overflight Notice Provided? ☐ Yes ☒ No NA
Airspace Protection	Height Acceptable? ☒ Yes ☐ No
Compatibility	FAA Notified if Applicable? ☒ Yes ☐ No
	Other Hazards to Flight Excluded? ☒ Yes ☐ No
Special Site/Project Conditions	Describe: No access from Farvinon Road
ACTIONS TAKEN (TO BE COMPLETED BY ALUC STAFF)	
ALUC Action	☐ Consistent Date
	☐ Consistent with Conditions (list conditions / attach additional pages if needed)
	☐ Inconsistent (list reasons / attach additional pages if needed)

APPENDIX **F**

ALUC Referral Form

Attachment: ALUC 20-05 RPTS Referral Form (6287 : RPTS Development Inc. Development Agreement (ALUC #20-05))

COLUSA COUNTY AIRPORT LAND USE COMMISSION (ALUC) REFERRAL FORM FOR PROJECT REVIEW		ALUC Identification No. 20-05
PROJECT PROPONENT (TO BE COMPLETED BY APPLICANT)		
Date of Application	12-11-20	
Applicant	City of Colusa	Phone Number (530) 458-4740
Mailing Address	425 Webster Street Colusa, CA 95932	
Agent (if any)		
Mailing Address		
PROJECT LOCATION (TO BE COMPLETED BY APPLICANT) <i>Attach an accurately scaled map showing the relationship of the project site to the airport boundary and runways</i>		
Street Address	7290 Farinon Road (temporary address) Colusa, CA 95932	
Assessor's Parcel No.	017-130-106	Parcel Size
Subdivision Name	Colusa Industrial Park 2020	
Lot Number		Zoning Classification Light Industrial (M-1) Dist.
PROJECT DESCRIPTION (TO BE COMPLETED BY APPLICANT) <i>If applicable, attach a detailed site plan showing ground elevations, the location of structures, open spaces and water bodies, and the heights of structures and trees; include additional project description data as needed</i>		
Existing Land Use (describe)	Light industrial building under construction	
Proposed Land Use (describe)	Cannabis cultivation facility	
For Residential Uses	Number of Parcels or Units on Site (exclude secondary units)	
For Other Land Uses	Hours of Use	24 hours
	Number of People	Maximum Number 25
	On Site...	Method of Calculation Owner's business plan
Height Data	Height above Ground of Tallest Object (including antennas and trees)	19 feet ft.
	Highest Elevation (above sea level) of Any Object or Terrain on Site	20feet ft.
Flight Hazards	Does the Project Involve Characteristics that: ■ Could Create Electrical Interference, Confusing Lights, Glare, Smoke, or Other Electrical or Visual Hazards to Aircraft Flight? ■ Could Attract Birds or Other Wildlife to the Airport or Vicinity? If Yes, Describe	
	☐ Yes ☒ No ☐ Yes ☒ No	

APPENDIX F PROJECT REFERRAL FORM

REFERRING AGENCY (TO BE COMPLETED BY SUBMITTING AGENCY STAFF)			
Date Received		Type of Project	
Agency Name	<u>City of Colusa</u>	☐ General Plan Amendment	
Staff Contact	<u>Bryan Stice</u>	☐ Zoning Amendment or Variance	
Phone Number	<u>(530) 458-4740 x103</u>	☐ Subdivision Approval	
Agency's Project No.	<u>N/A</u>	☐ Use Permit	
	<u>RPTS D.A. 2020</u>	☐ Public Facility	
		☒ Other	<u>D.A. / Special Use Permit</u>
Indicate agencies that have been notified of project.			
☒ Colusa County Airport ☒ County of Colusa ☒ City of Colusa ☐ Other: _____			
ALUC REVIEW (TO BE COMPLETED BY ALUC STAFF / ATTACH ADDITIONAL PAGES IF NECESSARY)			
Application	Date Received	By	
Receipt	Is Application Complete?		
	☒ Yes ☐ No		
	If no, cite reasons _____		
Airport	☒ Colusa County Airport ☐ New Airport/Heliport ☐ Other: _____		
Land Use Category/Categories	<u>Industrial</u>		
Basic Review Criteria	Compatibility Zone(s)	☐ A ☒ B1 ☐ B2 ☒ C1 ☐ C2 ☐ C3 ☐ D	
	Land Use Acceptability	☒ Normally Compatible ☐ Conditional ☐ Incompatible	
	Sitewide Avg. Density/Intensity Criteria Met?	☒ Yes ☐ No	
	Single-Acre Density/Intensity Criteria Met?	☒ Yes ☐ No	
	Open Land Requirement Met?	☒ Yes ☐ No	
	Sound Attenuation Requirement Met?	☒ Yes ☐ No	
	Easement/ Overflight Notice Provided?	☐ Yes ☒ No <u>N/A</u>	
Airspace Protection	Height Acceptable?	☒ Yes ☐ No	
Compatibility	FAA Notified if Applicable?	☒ Yes ☐ No	
	Other Hazards to Flight Excluded?	☐ Yes ☒ No	
Special Site/Project Conditions	Describe: <u>New Use in a previously approved building</u>		
ACTIONS TAKEN (TO BE COMPLETED BY ALUC STAFF)			
ALUC Action	☐ Consistent Date _____		
	☐ Consistent with Conditions (list conditions / attach additional pages if needed)		
	☐ Inconsistent (list reasons / attach additional pages if needed)		

RESOLUTION NO. 20-001
Attachment #2 - Resolution 20-001

**A RESOLUTION OF THE
 COLUSA COUNTY AIRPORT LAND USE COMMISSION
 MAKING FINDINGS REGARDING THE REFERRAL FROM THE CITY
 OF COLUSA OF A PROJECT FOR THE COLUSA INDUSTRIAL PARK
 REQUIRING A DETERMINATION OF COMPATIBILITY FROM THE
 AIRPORT LAND USE COMMISSION**

WHEREAS, Colusa Industrial Park has applied to the City of Colusa for a General Plan Amendment, Rezoning, and Tentative Parcel Map to change the land use designations of some 5.43 acres of land from parks and recreation and open space to industrial and public facilities and to subdivide approximately 50.50 acres of land into four parcels and a remainder site to recognize the existing uses of land and to allow for the construction of a new speculative 12,000 sq.ft. industrial building on property identified as APN: 017-130-106;

WHEREAS, said property is located north/northwest of Farinon Road and the north end of the Colusa County airport and within Zones B1 and C1 of the Colusa County's Airport Influence Area as defined by Map 3A (Compatibility Policy Map) contained within the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, the proposed entitlement applications being processed by the City of Colusa are required to be submitted to the Airport Land Use Commission for determination of consistency with the Colusa County Airport Land Use Compatibility Plan pursuant to Section 2.1.1(a) (the General Plan and Zoning Amendments) and Section 2.2.2(h) (nonresidential development having a building floor area greater than 10,000 square feet) of the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, on June 10, 2020 and June 11, 2020, the City of Colusa referred the proposed project to the Airport Land Use Commission for a determination of consistency with the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, on September 14, 2020 the Airport Land Use Commission reviewed the proposed project for consistency with the Colusa County Airport Land Use Compatibility Plan;

WHEREAS, during the Airport Land Use Commission review it considered the staff report, the requirements of the Airport Land Use Compatibility Plan, and all orally and written testimony presented concerning the application.

NOW, THEREFORE, BE IT RESOLVED that the Colusa County Airport Land Use Commission based on the information detailed in the Staff Report exhibits presented, and written and oral testimony does hereby find the following:

- I. The proposed General Plan and Zoning Amendments and Proposed Tentative Subdivision Map involving Lots #1, #4 and the Remainder Parcel as shown on the proposed Tentative Subdivision Map attached hereto as Exhibit "A" are only consistent with the Colusa County Airport Land Use Compatibility Plan with respect to the existing structures and the proposed building being considered by the ALUC as these entitlements reflect existing conditions and the known development of Lot #3 and assume that no additional development of these areas are proposed.

Attachment #2 - Resolution 20-001

- II. The ALUC is unable to make any finding of consistency with respect to any future uses that may be allowed by the proposed land use changes and, as such, all future uses and development must be submitted to the County for a review of consistency with the ALCUP.
- III. The proposed General Plan and Zoning Amendments, Proposed Tentative Subdivision Map, and the development of the new 12,000 sq.ft. industrial building on Lot #3 and the existing industrial building on Lot #2 of the proposed Tentative Subdivision Map (Exhibit "A") attached hereto as Exhibit "B" have the potential to be inconsistent with the Airport Land Use Compatibility Plan due to potential conflicts to air navigation, the exposure of persons to excess noise, and/or adding additional public traffic to Farinon Road which would conflict with the FAR Par 77, 20:1 approach surface. However, based on the following facts and conditions said entitlements would be consistent with the Airport Land Use Compatibility Plan:

A. Potential Conflicts to Air Navigation

1. The Federal Aviation Administration has determined that the existing building on Lot #2 is not a hazard to aviation based on their May, 2019 Determination of No Hazard to Air Navigation.
2. The Federal Aviation Administration has determined that the proposed building on Lot #3 is not a hazard to aviation based on their August, 2020 Determination of No Hazard to Air Navigation.
3. The applicant is required to adhere to the conditions of said determination, including the filing of FAA Form 7460-2 within 5 days after the construction reaches its greatest height.

B. Exposure of Persons to Excess Noise

1. Lots #2 and #3 are subject to a noise exposure level as high as 70 dB Ldn. However, typical construction techniques for the noise sensitive office space uses (2 x 4 stud walls, R-13 insulation, and interior ½" sheetrock) would afford approximately 25 dB of noise reduction and thereby eliminate any aircraft noise impact.
2. In order for this Finding of Consistency to be made, the City shall require as a condition of project approval that any office uses within buildings on Lots #2 and #3 be constructed with a minimum equivalent of 2 x 4 stud walls, R-13 insulation, and interior ½" sheetrock.

C. Farinon Road Conflict with FAR Par 77, 20:1 Surface

1. The proposed General Plan and Zoning action on Lots #2 and #3 provides for the construction of industrial buildings. Industrial uses would generate additional traffic from the users, service providers, employees, and/or the general public. The Division of Aeronautics, Caltrans has determined that Farinon Road traffic

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violates the FAR Par 77, 20:1 surface angle. Accordingly, any additional traffic using Farinon Road from Lots #2 or #3 would create a conflict with the Airport Land Use Compatibility Plan and would prevent a Finding of Consistency for the proposed land use actions and buildings.

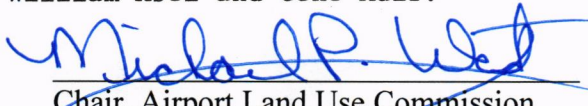
2. As part of the applicant's proposal, a new access road has been proposed from the end of Niagara Drive to Sunrise Boulevard as shown on Exhibit "B" attached hereto. The proposed access road has a 30-foot wide, 20" Class II AB surface with 3-foot shoulders. This access road would be able to accommodate industrial truck traffic, as well as emergency response traffic. The use of this access road to serve Lots #2 and #3 would avoid placing additional traffic on Farinon Road and allow for a Finding of Consistency to be made regarding the potential Farinon Road Traffic.
3. In order for this Finding of Consistency to be made, the City shall require as a condition of project approval that no traffic (excluding Colusa Industrial Park personnel traffic from Lot #2) use Farinon Road and shall require that all traffic from Lots #2 and #3 use the from the new access road from the end of Niagara Drive to Sunrise Boulevard as detailed on Exhibit "B" attached hereto.
4. Should the City of Colusa not require and enforce that no traffic (excluding Colusa Industrial Park personnel traffic from Lot #2) use Farinon Road and not require and enforce that all traffic from Lots #2 and #3 use the new access road from the end of Niagara Drive to Sunrise Boulevard as detailed on Exhibit "B" attached hereto, then the Commission finds that the proposed project is inconsistent with the Colusa County Airport Land Use Compatibility Plan.

PASSED AND ADOPTED this 14th day of September, 2020 by the following vote:

AYES: Commissioners Mike West, Sherman MacPherson, Toby Reading, Peter Lindquist, and Clinton Jewett.

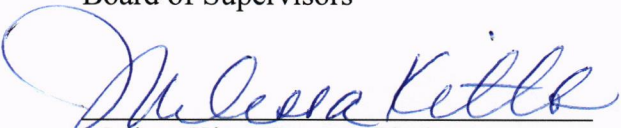
NOES: None.

ABSENT: Commissioners William Abel and Gene Muir.


Chair, Airport Land Use Commission

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

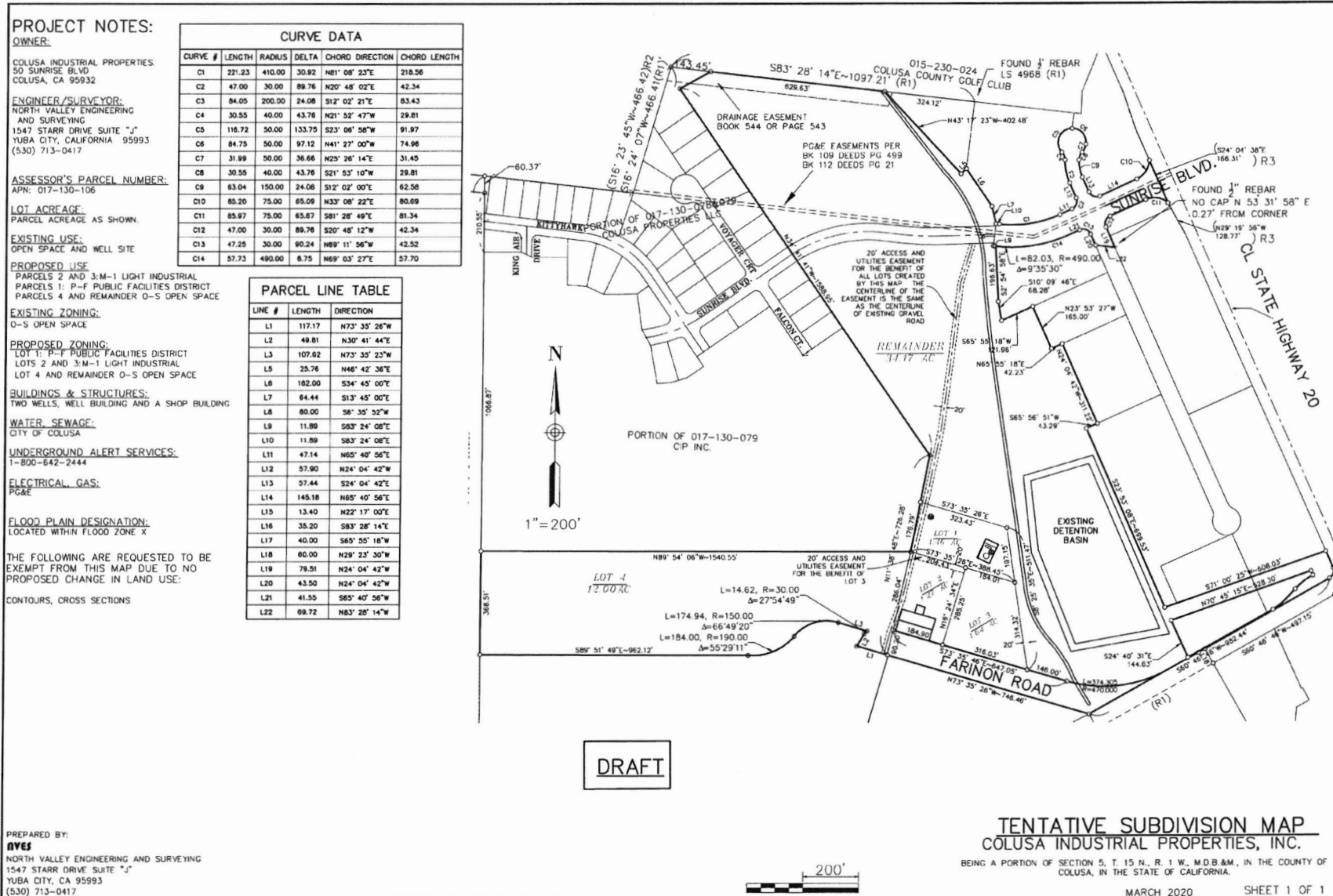
ATTEST TO FORM


Melissa Kitts, Deputy Clerk

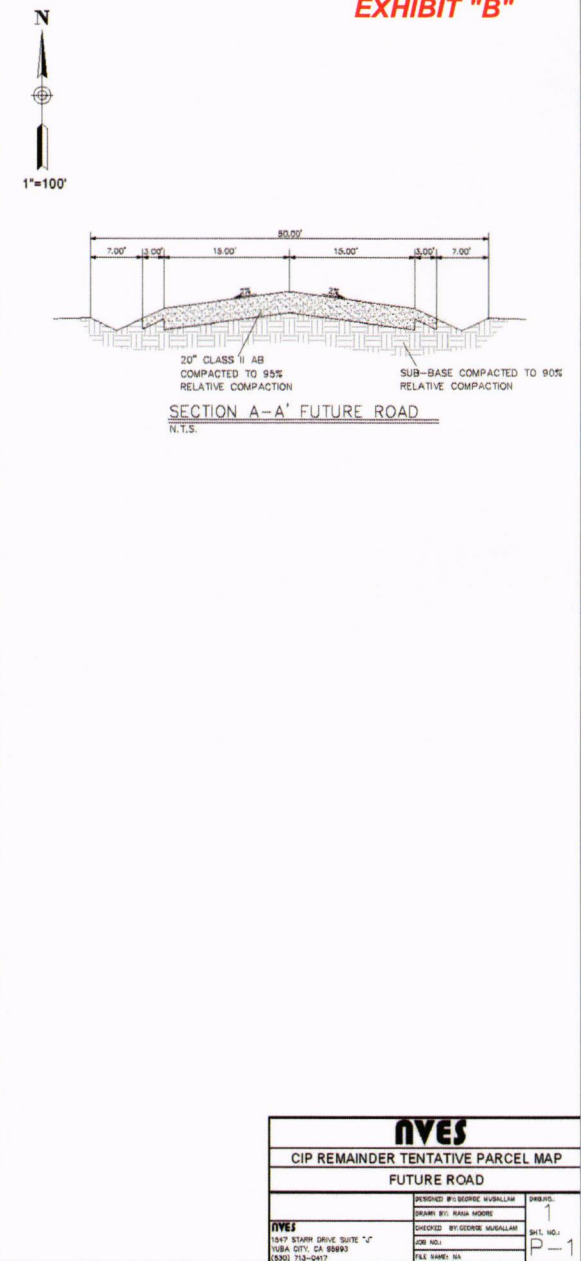

Marcos Kropf, County Counsel

Attachment #2 - Resolution 20-001

EXHIBIT "A"



Attachment #2 - Resolution 20-001



Attachment: Attachment #2 ALUC Resolution 20-001 (6287 : RPTS Development Inc. Development