



City Council Meeting

COUNCIL CHAMBERS, 33 SOUTH MAIN STREET, COLFAX, CA

Mayor Trinity Burruss · Mayor Pro Tem Marnie Mendoza
Councilmembers · David Ackerman · Joe Fatula · Sean Lomen

SPECIAL MEETING AGENDA

December 17, 2021

Special Session: 12:00PM

This meeting will be held at Colfax City Hall, 33 South Main Street with the option to attend via TELECONFERENCE

Join via ZOOM on a computer or mobile device by visiting

<https://us02web.zoom.us/j/82090583351>

Dial in by calling one of the numbers listed below and enter the Webinar ID:

820 9058 3351

1 (669) 900-6833

1 (346) 248-7799

1 (312) 626-6799

1 (929) 205-6099

1 (253) 215-8782

1 (301) 715-8592

Or join via Facebook Live on our City of Colfax page: City of Colfax California

1 OPEN SESSION

- 1A. **Call Open Session to Order**
- 1B. **Pledge of Allegiance**
- 1C. **Roll Call**

2 CONSENT CALENDAR

- 2A. **Subdivision Improvement Agreement-Best Western**
Recommendation: Adopt Resolution __-2021 authorizing the City Manager to execute a Subdivision Improvement Agreement with Colfax Hospitality Partners, LLC for the Best Western Hotel Project.

3 PUBLIC COMMENT

The purpose of these reports is to provide information to the Council and public on projects, programs, and issues discussed at committee meeting and other items of Colfax related information. No decisions will be made on these issues. If a member of the Council prefers formal action be taken on any committee reports other information, the issue will be placed on a future Council meeting agenda.

4 ADJOURNMENT

I, Marguerite Bailey, City Clerk for the City of Colfax, declare that this agenda was posted at Colfax City Hall and Colfax Post Office. The agenda is also available on the City website at <http://colfax-ca.gov>

Marguerite Bailey, City Clerk

Administrative Remedies must be exhausted prior to action being initiated in a court of law. If you challenge City Council action in court, you may be limited to raising only those issues you or someone else raised at a public hearing described in this notice/agenda, or in written correspondence delivered to the City Clerk of the City of Colfax at, or prior to, said public hearing.



Colfax City Council Meetings are ADA compliant. If you need disability-related modification or accomodation including auxiliary aids or services to participate in this meeting, please contact the City Clerk at (530) 346-2313 at least 72 hours prior to make arrangements for ensuring your accessibility.

December 17, 2021



Staff Report to City Council

FOR THE DECEMBER 17, 2021 SPECIAL CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. “Mick” Cabral, City Attorney
Subject: Best Western Hotel Subdivision Improvement Agreement

Budget Impact Overview:

N/A: ✓	Funded:	Un-funded:	Amount:	Fund(s):
---------------	----------------	-------------------	----------------	-----------------

RECOMMENDED ACTION: Adopt Resolution __-2021 authorizing the City Manager to execute a Subdivision Improvement Agreement with Colfax Hospitality Partners, LLC, for the Best Western Hotel Project.

Summary/Background

On June 13, 2018, the City Council adopted its Resolution 43-2018 whereby it approved a mitigated negative declaration and design review DRP-2017-03 for a Best Western Hotel on South Auburn Street in the City (the “Project”). The conditions of Project approval impose upon the Developer the obligation to install several project improvements prior to obtaining a certificate of occupancy. The Developer requests that the City allow it to obtain a certificate of occupancy before completing all Project improvements and proposes to enter a subdivision agreement and deposit a check in the amount of \$113,920.00 to guarantee that all required improvements will be completed within 6-months after the certificate of occupancy is issued.

Colfax Municipal Code (CMC) Section 16.48.30 D allows an agreement of this nature: “Subdivision and site development improvements required by the city, but not completed prior to recording of the final map or parcel map or issuance of the certificate of occupancy, shall post security in the amount of one hundred ten (110) percent for performance and fifty (50) percent for labor and materials based upon the construction cost of improvements.”

The improvements remaining to be completed include punch list items for required road improvements, onsite improvements, and installation of a fence/wall along the property line. The specific improvements, which are estimated to cost \$71,200.00, are detailed in a December 9, 2021, \$66,200 estimate from KP Martin and a December 10, 2019 letter from the Contract City Engineer, both of which are attached to this staff report, plus an estimated \$5,000 for installation of the fence/wall.

The amount of the security is calculated as follows:

\$78,320.00	\$71,200 x 110% for performance per CMC 16.48.30 D
\$35,600.00	\$71,200 x 50% for labor per CMC 16.48.30 D
<u>\$113,920.00</u>	Total security

The developer will deposit a check in the amount of \$113,920.00 upon approval of this request.

Staff recommends that Council adopt the proposed resolution authorizing the City Manager to execute the subdivision agreement with Colfax Hospitality Partners, LLC.

Fiscal Impact

N/A

Attachments:

1. Resolution __-2021
2. Colfax Hospitality Partners, LLC Subdivision Improvement Agreement
3. City Engineer Letter

City of Colfax

City Council

Resolution No. __-2021

AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT WITH COLFAX HOSPITALITY PARTNERS LLC, FOR THE BEST WESTERN HOTEL PROJECT

WHEREAS, on June 13, 2018, the City Council adopted its Resolution 43-2018 whereby it approved a mitigated negative declaration and design review DRP-2017-03 for a Best Western Hotel on South Auburn Street in the City (the “Project”); and,

WHEREAS, the conditions of Project approval require the Project developer and owner, Colfax Hospitality Partners, LLC, to install various public and private project improvements prior to issuance of a Project certificate of occupancy; and,

WHEREAS, Colfax Hospitality Partners, LLC, has asked the City to issue a Project certificate of occupancy in exchange for execution of a Subdivision Improvement Agreement and a valid check from Colfax Hospitality Partners, LLC, in the amount of \$113,920.00 to secure completion of the Project improvements; and,

WHEREAS, Colfax Municipal Code Section 16.48.30 D authorizes the City to enter such an agreement and requires deposit of adequate security; and,

WHEREAS, the City Council finds and determines that execution of a subdivision improvement agreement in the form presented to Council and the deposit of security in the form and amount required by that agreement will adequately protect the City and is in the City’s best interests.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Colfax authorizes the City Manager to execute in the name of the City, a Subdivision Improvement Agreement with Colfax Hospitality Partners, LLC, in the form presented to Council for approval and attached to this Resolution.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a special meeting of the City Council of the City of Colfax held on the 17th of December 2021 by the following vote of the Council:

- AYES:**
- NOES:**
- ABSTAIN:**
- ABSENT:**

Trinity Burruss, Mayor

ATTEST:

Marguerite Bailey City Clerk

**CITY OF COLFAX
SUBDIVISION IMPROVEMENT AGREEMENT
FOR THE BEST WESTERN HOTEL PROJECT**

1. PARTIES AND DATE

This Agreement is made this ___ day of December 2021 by and between the City of Colfax, a municipal corporation and California general law city (the “City”), and Colfax Hospitality Partners, LLC, A California Limited Liability Company (the “Owner”).

2. RECITALS

2.1 On June 13, 2018, the City Council adopted its Resolution 43-2018 whereby it approved a mitigated negative declaration, design review DRP-2017-03 for a Best Western Hotel on South Auburn Street in the City (the “Project”).

2.2 The conditions of Project approval impose upon the Owner a requirement that improvements installed by the Owner for the benefit of the Project shall contain supplemental size, capacity, number, or length for the benefit of property not within the development (the “Road Improvements”) and that the Road Improvements be dedicated to the public. The required project improvements include (a) the items listed in a letter dated December 10, 2021, from Carl Moore, Contract City Engineer to Owner, a copy of which is attached hereto, marked Exhibit A and by this reference incorporated herein, and (b) completion of a screen wall/fence along the property line. For purposes of this Agreement, all public and private improvements required by the Project Approvals will be referred to collectively as the “Project Improvements”.

2.3 The Project Conditions of Approval require the Owner to either construct all public and private Project Improvements to the satisfaction of the City or enter into a subdivision improvement agreement for completion of all public and private improvements prior to occupancy of the Project and provide bonds, proof of workers compensation insurance and general liability insurance in forms and amounts as deemed satisfactory to the City.

2.4 Colfax Municipal Code (“CMC”) Section 16.48.30 requires the Owner to provide various forms and amounts of security for completion of Project Improvements. CMC Section 16.48.030 D requires security in sufficient amount deemed necessary by the City to assure faithful performance of the Project Improvements in the event of default or, in the case of a subdivision, where a final map is not prepared and approved. Such security must be in a form acceptable to the City and be in the amount of one-hundred ten percent (110%) of the cost of the Project Improvements for Performance and fifty percent (50%) of the cost of the Project Improvements for Labor and Materials. The City and Owner estimate that the cost for completing the Project Improvements, which is the basis upon which the amount of all bonding or other security will be required, is \$113,920.00. This estimate, and the final basis upon which all required bonding or other security will be established, may be adjusted by the City.

2.5 The City has found that this Agreement is in accordance with applicable provisions of the Colfax Municipal Code and California Law and is in the City’s best interests.

3. IMPROVEMENTS

3.1 Design and Construction of Project Improvements. The Owner shall, at the Owner's sole cost and expense, design or have designed and install and construct, or have installed and constructed and completed, all Project Improvements to the satisfaction of the City Engineer.

3.2 Bonds / Security. In accordance with CMC 16.48.030, the Owner shall post security for performance and completion of the Project Improvements in the amount of equal to one-hundred ten percent (110%) of the cost of the improvements and Labor and Materials in the amount equal to fifty percent (50%) of the cost of improvements. Such cost for purposes of determining the amount of security shall be as approved by the City Engineer. In accordance with CMC 16.48.030 B, the posted security shall remain in effect until twelve (12) months after all final inspections have been made and all grading work and Project Improvements have been accepted by the City.

3.3 Improvements. Owner agrees to complete all the works of improvement (the "improvements") required for the subdivision as shown on the final improvement plans for the subdivision submitted to and approved by the City Engineer and on file in the office of the City Engineer, in accordance with the requirements of the Subdivision Map Act, Title 16, and the Standard Specifications of City in effect at the time of the installation of the improvements. Such work will be completed within six (6) months of the date of this Agreement, or prior to the request for a Certificate of Occupancy for the Project.

3.4 Indemnity and Insurance

- (a) Owner shall, at its sole cost and expense, defend, indemnify and hold City, its elected officials, officers, employees, and agents free and harmless from any and all liability from loss, damage, or injury to or death of persons or property in any manner arising out of or incident to Owner's design, installation and construction of the Project Improvements and Owner's performance of its obligations under this Agreement, provided that such liability, loss, damage, injury or death result from the negligence of Owner or Owner's agents. The obligations under this provision shall not include liability or the defense and indemnity of the City, its elected officials, officers, employees, and agents for any active negligence or willful misconduct pursuant to CC §2782(b)(2).
- (b) Owner shall require all persons doing work on the Project Improvements, including its contractors and subcontractors, to obtain and maintain insurance of the types and in the amounts described below in a form and with carriers satisfactory to the City.
 - i. Commercial General Liability Insurance. Occurrence basis commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 (or as otherwise approved, in writing, by the City) per occurrence shall be maintained. If such insurance contains a general limit, that limit shall apply separately to this Agreement or be no less than two times the occurrence limit. Such insurance shall:

- A. Name the City, its officials, officers, employees and agents as insured by endorsements with respect to performance of this Agreement. The Coverage shall contain no special limitations on the scope of its protection afforded to the above listed insured.
- B. Be primary with respect to any insurance or self-insurance programs covering the City, its officials, officers, employees or agents.
- C. Contain standard separation of insured provisions.

ii. Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident shall be maintained. Such insurance shall include coverage for owned, hired and non-owned automobiles and shall contain the provisions set forth in subsection (b) above.

iii. Worker's Compensation Insurance. Worker's compensation insurance with statutory limits and employer's liability insurance with limits of not less than \$1,000,000.00 each accident shall be maintained.

iv. Other Insurance Requirements. Owner shall:

- A. Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance which shall be clearly evidenced of all insurance required in this Section and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage except on thirty (30) days prior written notice to the City.
- B. Provide to City/City certified copies of endorsements and policies if requested by the City, and properly executed certificates of insurance evidencing the insurance required herein.
- C. Replace or require the replacement of certificates, policies and endorsements for any insurance required herein expiring prior to completion and acceptance of the Project Improvements.
- D. Maintain all insurance required herein from the time of execution of this Agreement until the acceptance of the Project Improvements.
- E. Place all insurance required herein with insurers licensed to do business in California.

3.5 Compliance with the Applicable Laws. Owner shall insure that all work performed on the Project Improvements is performed in a manner which complies with all applicable federal, state, county and local government laws, regulations and rules, including all rules and regulations of the City and the City, as these rules and regulations may be modified or changed from time to time.

3.6 Contractor Licenses. All work performed on the Project Improvements shall be done only by contractors licensed in the State of California and qualified to perform the type of work required and comply with the City's Business License Ordinance of the City.

3.7 Acceptance of Work. Upon completion of the Project Improvements to the satisfaction of the City, the public Project Improvements shall be presented to the City for dedication and acceptance. The City may accept the Project Improvements if it determines that the Project Improvements were constructed in substantial accordance with the approved plans, specifications and contract documents that they operate satisfactorily, and that all other requirements of this Agreement have been satisfied.

3.8 Liability for Work Prior to Formal Acceptance. Until the City has formally accepted the Project Improvements, Owner shall be solely responsible for all damage to the work, regardless of cause, and for all damages or injuries to any person or property at the work site, except damage or injury due to the active negligence or willful misconduct of City, its elected officials, officers, employees or agents.

3.9 Guarantee. Owner shall guarantee all work and materials for the Project Improvements to be free from all defects due to faulty materials or workmanship for a period of one (1) year after the date of formal acceptance of the work by the City. Owner shall cause to be repaired or removed and replaced and all such work, together with any other work, which may be displaced in so doing, this is found to be defective in workmanship or materials within other one (1) year period. In the event Owner fails to comply with the above-mentioned provisions within thirty (30) days after being notified in writing (or, in cases of emergency, immediately) City shall be authorized to proceed to have the defects remedied and made. Such action by City will not relieve Owner of the guarantee required by this section. This section shall not, in any way, limit the liability of Owner or any other party for any design or construction defects in the work subsequently discovered by City.

3.10 Record Drawings. Prior to acceptance of the public Project Improvements by the City, Owner shall provide City with one mylar copy of record drawings with certifications by a licensed engineer in the State of California as to accuracy and completeness. Owner shall be solely responsible and liable for ensuring the completeness and accuracy of the record drawings.

3.11 Ownership of the Improvements. From and after acceptance of the public Project Improvements by formal action of the City, ownership of the public Project Improvements shall be vested exclusively in City.

3.12 Certificate of Occupancy. A certificate of occupancy for the commercial unit constructed as part of the Project shall not be issued until all Project Improvements are properly completed and approved by the City Engineer.

4. GENERAL PROVISIONS

4.1 Notice. Any notices required or desired to be sent pursuant to this Agreement shall be addressed as follows:

CITY:
 City Manager
 City of Colfax
 33 S. Main Street
 PO Box 702
 Colfax, CA 95713

OWNER:
 Colfax Hospitality Partners, LLC
 Attn: Rajinder Singh
 8614 Marsh Creek Court
 Roseville, CA 95747

4.2 Termination. In the event that Owner materially defaults in the performance of any of its obligations under this Agreement or materially breaches any of the provisions of this Agreement, City shall have the option to terminate this Agreement, but only in accordance with following provisions. The City shall provide written notice to Owner that sets forth the basis for the City's determination that Owner has defaulted or breached the Agreement. Owner shall have ten (10) days after the date of the City's notice to notify the City in writing either (i) that Owner disputes the City's allegation of a default or breach, or (ii) that Owner will cure the alleged default or breach, in which case Owner will have thirty (30) days after the date of the City's notice to cure the default or breach. If Owner disputes the City's alleged breach or default, the parties shall attempt to resolve the dispute in good faith through negotiation. If the parties have not resolved the dispute within twenty (20) days after the City's notice, the parties shall, on the request of either party, submit the disputed objections to the dispute resolution procedures set forth in this Agreement. If Owner fails to timely cure any material breach or default as set forth in this Agreement, the City may immediately terminate this Agreement by written notice to Owner.

4.3 Failure of Performance. In the event Owner fails to perform one or more of the conditions herein, City shall have recourse to the security given to guarantee the performance of such acts. City shall have recourse against so much of the security as is necessary to discharge the responsibility of Owner hereunder. City shall have recourse against Owner for any and all amounts necessary to complete the obligations of Owner in the event the security therefore is insufficient to pay such amounts. All administrative costs incurred by the City, in addition to the costs of the improvements, shall be a proper charge against the security and/or Owner.

4.4 Dispute Resolution.

(a) Before resorting to mediation, arbitration or other legal process, the primary contact of the parties shall meet and confer and attempt to amicably resolve any dispute arising from or relating to this Agreement subject to the following provisions. Any party desiring to meet and confer shall so advise the other party pursuant to a written notice. Within fifteen (15) days after provision of that written notice by the party desiring to meet and confer, the primary contacts for each party shall meet in person and attempt to amicably resolve their dispute. Each primary contact, or the person acting in their absence with full authority to resolve the dispute, shall attend the meeting and shall be prepared to devote an entire day thereto. If any dispute remains unresolved at the end of the meeting, any party to this Agreement shall have the right to invoke the mediation process provided for in subparagraph (b) below.

(b) Subject to the provisions of subparagraph (a), any dispute that remains unresolved after the meet and confer shall immediately be submitted to nonbinding neutral mediation, before a mutually acceptable, neutral retired judge or justice at the Office of the Judicial Arbitration and Mediation Service (JAMS) nearest to Colfax, or at such other similar service that the parties may agree to. If within five (5) days after the meet and confer the parties are unable to agree upon the selection of a neutral mediator, then the first available retired judge or justice at the San Francisco or Sacramento office of JAMS shall serve as the neutral mediator. The parties agree to commit to at least one full day to the mediation process, or two half days as may be arranged. Additionally, to expedite the resolution of any dispute that is not resolved by mediation, the parties agree to each bring to the neutral mediation a list of at least five neutral arbitrators, including those arbitrator's resumes, whose availability for an arbitration hearing within one-hundred twenty (120) days after the mediation has been confirmed or as otherwise agreed to by the parties.

(c) If mediation is unsuccessful, before the mediation concludes, the parties shall mediate the selection of a neutral arbitrator to assist in the resolution of their dispute. If the parties are unable to agree on an arbitrator, the parties agree to submit selection of an arbitrator to the mediator, whose decision shall be binding on the parties. In that case, the mediator shall select a neutral arbitrator from the then active list of retired judges or justices at the San Francisco or Sacramento Office of the Judicial Arbitration and Mediation Service (JAMS). The arbitration shall be conducted pursuant to the provisions of the California Arbitration Act, sections 1280-1294.2 of the California Code of Civil Procedure. In such case, the provisions of Code of Civil Procedure Section 1283.05 and 1283.1 shall apply and are hereby incorporated into this Agreement.

(d) All proceedings under this paragraph shall be conducted within Placer County, California or at such other location to which the parties may agree in writing.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'DISPUTE RESOLUTION PROCEDURES' PROVISIONS DECIDED BY NEUTRAL MEDIATION AND ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'DISPUTE RESOLUTION PROCEDURES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY. WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'DISPUTE RESOLUTION PROCEDURES' PROVISION TO NEUTRAL ARBITRATION.

OWNER'S INITIALS: _____

4.5 Entire Agreement. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof the provisions of this Agreement shall be construed as to the fair meaning and not for or against any party based upon any attribution of such party as the

sole source of the language in question. This Agreement shall be construed under and pursuant to the laws of the State of California.

4.6 Assignment. Except as provided herein, this Agreement shall not be assigned without consent of the parties hereto, and any assignment without such written consent shall be void and ineffective.

4.7 Time of Essence. Time is of the essence for this Agreement.

4.8 Recitals. All of the Recitals in Article 2 are incorporated into this Agreement and constitute a part hereof.

4.9 Force Majeure. As used in this Agreement, "Force Majeure" shall mean if the performance of any act required by this Agreement to be performed by either party is prevented or delayed by reason of any act of God, any act of the other party, fire, earthquake, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, archeological discovery on the property, or any other similar cause, (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

CITY OF COLFAX

BY: _____
WES HEATHCOCK, CITY MANAGER

ATTEST:

BY: _____
MARGUERITE BAILEY, CITY CLERK

OWNER:

COLFAX HOSPITALITY PARTNERS, LLC, a California Limited Liability Company

BY: _____
RAJINDER SINGH, MANAGER



P. O. Box 702, Colfax, CA 95713

December 14, 2021

Colfax Hospitality Partners LLC
Rajinder Singh
7858 Cook-Riolo Road
Antelope, CA 94583

Re: Colfax Best Western Hotel First Completion Inspection

Mr. Singh,

Per the Agreement between the City of Colfax and Colfax Hospitality Partners, LLC, dated October 29, 2020, Section 3.5.b.ii, Raj Singh, City staff, and KP Martin walked the site and determined that the Road Improvements are not complete and/or not in accordance with the applicable plans and specifications. We also walked the onsite improvements and identified items needing correction which will be listed separately below.

The following is a Punch List Notice of Road Improvement items identified today during the site walk which require correction:

1. Valve boxes had concrete poured to finish grade and need to be chipped down 2-inches minimum, tack coat applied, and asphalt concrete placed to provide a flush surface.
2. Items were identified in the field with pink paint marks that need correction including, but not limited to, edge of pavement deficiencies, ADA issues along sidewalk joints, vertical drop-off along pavement edge, gutter repair, replacement of cracked Project installed curb & gutter and sidewalk, and asphalt paving over drainage inlet grates and vault lids.
3. Bolts need to be cut $\frac{1}{4}$ - $\frac{1}{2}$ inch above top of nut on handrail along sidewalk at the driveway off of S. Auburn. Verify bolts are securely fastened. Remove unused bolts and fill with holes with grout.
4. The landscape area between the sidewalk and curb & gutter along S. Auburn where the swale was filled in and a culvert placed prior to the City receiving any revised plans will require treatment. Acceptable treatment includes installation of the excess riprap available onsite or installation of drought tolerant plants acceptable to the City.
5. Remove garbage within City Right-of-way.
6. Sweep and/or power wash all sidewalk installed as part of this project to provide a clean and uniform surface.
7. Add storm drain inlet marker to new inlet "NO DUMPING, DRAINS TO CREEK".
8. Reinstall street signs removed for construction.
9. Truncated dome and one panel of concrete sidewalk where sidewalk meets north end of driveway exceeds 2% and needs replacing.

Ph: (530) 346-2313
Fax: (530) 346-6214

Web: www.colfax-ca.gov
info@colfax-ca.gov



P. O. Box 702, Colfax, CA 95713

The following is Punch List Notice of Onsite Improvements identified today during the site walk which require correction:

1. Per our conversation today at City Hall, the revised plan dated 9/10/2021 will be voided and construction will proceed along the access road per approved plans. The following items are outstanding and/or require a plan revision:
 - a. Access road off of Whitcomb Ave requires paving.
 - b. AC curb to be added on both sides of the access road as a plan revision.
 - c. Complete the screen wall along the fire access road per plan. On the adjacent property owner side, add compacted dirt or aggregate base from the top of footing to form a smooth transition to existing grade. Install a fence on top of the 3' high CMU wall.
 - d. Provide a detail for the 4-block high screen wall including a fence to be installed on top of the screen wall to meet the code requirement of 4-6-foot high screen wall as a plan revision.
 - e. Install one 18"x18" drainage inlet on the adjacent property where the storm drain was intercepted and connect into the existing storm drain pipe with a 12" SD pipe as a plan revision.
2. Hole in access road due to drainage issues needs to be excavated to competent material and backfilled in the presence of the site geotechnical engineer and City Inspector.
3. Provide an appropriate cap to all screen walls per plan.

Per the Agreement, the Developer shall, within ten (10) days after receiving the Punch List Notice, notify the City in writing of any objection by Developer to any item(s) set forth therein and the reason for Developer's objection.

Developer shall correct or complete all items in the Punch List Notice, except those that are subsequently determined, either by the Parties' agreement or through the dispute resolution process, not to require any correction or competition. Upon Developer's completion of all such items, Developer shall notify the City in writing of such completion.

Please let me know if you have any corrections, questions, or comments to the list above.

Thank you,

A handwritten signature in blue ink, appearing to read "Carl Moore", is written over a light blue horizontal line.

Carl Moore
Contract City Engineer
530-346-2313 Ext. 204
engineering@colfax-ca.gov