



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

August 31, 2022

Special Session: 12:30 PM

This Regular Meeting of the City Council is being held pursuant to Government Code Section 54953(e) which authorizes meetings to be held by teleconference. The Governor’s proclaimed state of emergency remains in effect and the City Council has made or will make the legal findings necessary to hold meetings by teleconference. You may access the meeting and address the Council by any of the following means:

ZOOM at

<https://us02web.zoom.us/j/83933562809>

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

839 3356 2809

1 (669) 900-6833	1 (346) 248-7799	1 (312) 626-6799
1 (929) 205-6099	1 (253) 215-8782	1 (301) 715-8592

Facebook Live on our City of Colfax page: City of Colfax, California. You may also submit written comments to the City Clerk via email at city.clerk@colfax-ca.gov, via regular mail to P.O. Box 702, Colfax CA 95713, or by dropping them off at City Hall, 33 S. Main Street, Colfax CA 95713. Comments received will be submitted to Council and made a part of the record.

1 OPEN SESSION

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

2 PUBLIC COMMENT

Members of the public are permitted to address the Council orally or in writing on matters of concern to the public within the subject matter jurisdiction of the City that are not listed on this agenda. Please make your comments as succinct as possible. Oral comments made at the meeting may not exceed three (3) minutes per speaker. Written comments should not exceed 500 words. Written comments received before the close of an agenda item may be read into the record, with a maximum allowance of three (3) minutes in length. Council cannot act on items not listed on this agenda but may briefly respond to statements made or questions posed, request clarification, refer the matter to staff, or place the matter on a future agenda.

3 COUNCIL BUSINESS

3A. Maidu ARCO Subdivision Improvement Agreement



Colfax City Council Meetings are ADA compliant. If you need disability-related modification or accommodation 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.

August 31, 2022

Recommendation: Adopt Resolution __-2022 authorizing the City Manager to execute a Subdivision Improvement Agreement with Colfax Auburn, LLC, for the Maidu ARCO Project.

4 **ADJOURNAMENT**

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

Marguerite Bailey

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.





Staff Report to City Council

FOR THE AUGUST 31, 2021 SPECIAL CITY COUNCIL MEETING

From: Wes Heathcock, City Manager
Prepared by: Wes Heathcock, City Manager
 Alfred A. "Mick" Cabral, City Attorney
Subject: Maidu ARCO Subdivision Improvement Agreement

Budget Impact Overview:

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

RECOMMENDED ACTION: Adopt Resolution __-2022 authorizing the City Manager to execute a Subdivision Improvement Agreement with Colfax Auburn, LLC, for the Maidu ARCO Project.

Summary/Background

Before the Council is a request to approve a Subdivision Improvement Agreement that will allow staff to issue a temporary certificate of occupancy for the Maidu ARCO project before all project improvements are completed. If approved, the Subdivision Improvement Agreement will require all ARCO Project improvements to be completed within 60 days after Council approval and require the Developer to deposit a check in the amount of \$36,500.00 as security for timely and proper completion of the improvements. A similar accommodation was approved for the Best Western Hotel project.

On December 12, 2018, the City Council (1) adopted its Resolution 76-2018 whereby it approved a Mitigated Negative Declaration, Vesting Tentative Parcel Map, Master Site Plan and Planned Development Permit for the Maidu Village Development Project (the "Maidu Development Project"), (2) adopted its Resolution 77-2018 approving the design review permit for an ARCO Service Station at the Maidu Village Development Project in the City (the "ARCO Project"), and (3) waived the second reading and adopted Ordinance 538 approving a Development Agreement for development of the Maidu Development 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 temporary certificate of occupancy for the ARCO Project before completing all ARCO Project improvements and proposes to enter a subdivision agreement and deposit a check in the amount of \$36,500.00 to guarantee that all required improvements will be completed within 60 days after the Subdivision Improvement Agreement is approved by the Council.

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 are listed in Exhibit A to the Subdivision Improvement Agreement. They generally include completion of asphalt paving, installation of guardrails on top of all retaining walls, landscaping, soil stabilization, debris removal, and miscellaneous punch list items.

The estimated cost of completing all outstanding items is \$36,500.00, which the Developer will deposit by check. In staff's opinion, that amount is adequate to secure completion of all outstanding items, especially since the certificate of occupancy is temporary and can be revoked if the work is not done.

Staff recommends that Council adopt the proposed resolution authorizing the City Manager to execute the Subdivision Agreement with Colfax Auburn, LLC.

Fiscal Impact

N/A

Attachments:

1. Resolution __-2022
2. Colfax Auburn LLC, Subdivision Improvement Agreement

City of Colfax

City Council

Resolution No. __-2022

AUTHORIZING THE CITY MANAGER TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT WITH COLFAX AUBURN LLC, FOR THE ARCO DEVELOPMENT PORTION OF THE MAIDU VILLAGE DEVELOPMENT PROJECT

WHEREAS, on December 12, 2018, the City Council (1) adopted its Resolution 76-2018 whereby it approved a Mitigated Negative Declaration, Vesting Tentative Parcel Map, Master Site Plan and Planned Development Permit for the Maidu Village Development Project (the “Maidu Development Project), (2) adopted its Resolution 77-2018 approving the design review permit for an ARCO Service Station at the Maidu Village Development Project in the City (the “ARCO Project”), and (3) waived the second reading and adopted Ordinance 538 approving a Development Agreement for development of the Maidu Development Project; and,

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

WHEREAS, Colfax Auburn, LLC, asked the City to issue an ARCO Project certificate of occupancy in exchange for execution of a Subdivision Improvement Agreement and the deposit of valid security from Colfax Auburn, LLC, in the amount of \$36,500.00 to secure completion of certain Project Improvements and to complete all of those Project Improvements within 60 days of the date this Resolution is adopted by the City Council; 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 Auburn, LLC, for completion of the ARCO Project Improvements in the form presented to Council for approval and attached to this Resolution, and to thereupon issue a Certificate of Occupancy for the ARCO Project only.

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED at a special meeting of the City Council of the City of Colfax held on the 31st of August, 2022 by the following vote of the Council:

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

ATTEST:

Trinity Burruss, Mayor

Marguerite Bailey City Clerk

**CITY OF COLFAX
SUBDIVISION IMPROVEMENT AGREEMENT
FOR THE MAIDU VILLAGE ARCO PROJECT**

1. PARTIES AND DATE

This Agreement is made this 31st day of August, 2022 by and between the City of Colfax, a municipal corporation and California general law city (the “City”), and Colfax Auburn, LLC, A California Limited Liability Company (the “Owner”). The City and Owner may be referred to individually as a “party” and collectively as the “parties”.

2. RECITALS

2.1 On December 12, 2018, the City Council adopted its Resolution 76-2018 approving a Mitigated Negative Declaration, Vesting Tentative Parcel Map, Master Site Plan and Planned Development Permit for the Maidu Village Development Project (the “Maidu Development Project) and Resolution 77-2018 approving the design review permit for an ARCO Service Station at the Maidu Village Development Project in the City (the “ARCO Project”).

2.2 The conditions of approval for the Maidu Development Project and ARCO Project impose upon the Owner a requirement for installation of certain public and private improvements at Owner expense. 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 Maidu Development Project and ARCO 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 issuance of a certificate of occupancy by the City for either 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. The City and Owner estimate that the cost for completing the Project Improvements required to be completed under this Agreement, which is the basis upon which the amount of all bonding or other security will be required, \$36,500.00. 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 There may be overlap between the Project Improvements required for the overall Maidu Village Development Project and for the ARCO Project, which involves development of an ARCO service station with convenience mart and car wash on Lot 2 of the Maidu Village Development Project. The purpose of this Agreement is to allow a temporary certificate of occupancy to be issued only for the ARCO Project immediately so long as Owner agrees to timely complete the Project Improvements listed in Exhibit A hereto and by this reference incorporated herein and timely posts the security required by this Agreement and allowed by the CMC. Completion of the Project Improvements listed in Exhibit A hereto shall not relieve

Owner of any obligation to complete any Project Improvements required or necessary for the balance of the Maidu Development Project.

2.6 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 listed in Exhibit A hereto and by this reference incorporated herein 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 listed in Exhibit A in an amount equal to \$36,500.00. 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 Project Improvements listed in Exhibit A have been completed and accepted by the City.

3.3 Improvements. Owner agrees to complete all Project Improvements listed in Exhibit A hereto within 60 days after the Colfax City Council approves this Agreement. All such improvements shall be completed to the City's satisfaction 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.

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 and against 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 required by this Agreement, 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 pursuant to California Civil Code §2782, or willful misconduct.
- (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 based 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 obtained and 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 obtained and 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 obtained and 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 clearly evidence 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 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, 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.

3.7 Acceptance of Work. Upon completion of the Project Improvements to the satisfaction of the City, any public Project Improvements that have not already been offered for dedication to and accepted by the City 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 offered for dedication and accepted by the City 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 public Project Improvements by the City. Owner shall cause to be repaired or removed and replaced any and all such work, together with any other work, which may be displaced in so doing, that is found to be defective in workmanship or materials within the 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 any Project Improvements that require acceptance 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 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 shall be issued for the ARCO Project only as soon as reasonably possible after Owner and City execute this Agreement and Owner provides or deposits all security required by this Agreement.

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 Auburn, LLC
Attn: Sukhwinder Bhangu
1328 Souza Drive
El Dorado Hills, CA 95762

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 this 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 and withdraw any Certificate of Occupancy it has issued.

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 therefor 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 contacts of each 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 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 arbitrators 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 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 the prior written 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.

4.10 Execution in Counterparts. This Agreement may be executed in original counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one original counterpart is signed by both parties hereto. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

CITY OF COLFAX

BY: _____
WES HEATHCOCK, CITY MANAGER

ATTEST:

BY: _____
MARGUERITE BAILEY, CITY CLERK

OWNER:

COLFAX AUBURN, LLC, a California Limited Liability Company

BY: _____
SUKHWINDER BHANGU, TRA MANAGER



August 24, 2022

City of Colfax
Building Dept.
Colfax, California 95713

Attn: Building Dept

Re: ARCO AM/COLFAX
Bldg permit #20076
421 S. Auburn St, Colfax, California

We are requesting Temporary Occupancy be granted at the above noted business location to be in effect 8/25/2022 the issuance of the Permanent Certificate of Occupancy. The reason we need Temporary Occupancy is to allow for the store to open prior to the building dept. and public works dept. full acceptance of the project.

Agency approval summary.

Placer County Environmental Health (gas and store) - Finaled
Placer County Water Agency- Finaled
Fire Department- Finaled
Building has agreed to final once everyone else has signed off.
Offsite work/Public works has a punch list of items that need completed. Once these are completed public works has agreed to final the project.

Punch lists from Dept

Engineering

- Complete asphalt paving including the access road to Mountain Village. King to redesign access road for City review and approval. - Waiting on design and approval from the city.
- Complete pedestrian guardrail on top of all retaining walls.- Will be completed 8-26-22
- Complete new landscaping near the roundabout. - Waiting on the design and approval from the city.
- Stabilize disturbed area and compact/address slope to the Mc Donald's parcel. Waiting on final grading plan from King Engineering.

3206 Luyung Drive
Rancho Cordova, CA 95742
Phone: (916) 636-9500
Fax: (916) 636-9507
www.TCCContractors.com

Lic. CA #238112
NV #23071

Specializing in

- Convenience Stores
- Petroleum
- Strip Malls
- Car Washes
- Tenant Improvements
- Concrete

- Remove concrete rubble down to first layer- This will be completed when we come back the grade the top of the property.

Building Dept

- As built- provided
- Correct sewer and storm lids on clean out boxes- these have been ordered and should have within a week or so.
- Squeeze plugs for all cleanouts. - These have been ordered. Should have within a week or so.
- T24 Docs for mechanical.-Will be submitted on 8-25-22
- Special Inspection forms-submitted
- Sewer video inspection- completed
- PCWA approval of backflow preventer- PCWA has not installed the meter as they are back ordered. They will approve the backflow once they install the meter.
- Sign permit finalized-pending
- Final Business license-completed.

Estimated value of work from the punch lists:

Engineering	\$ 35,000.00
Building	\$ <u>1,500.00</u>
Total	\$ 36,500.00

The cash security deposit is a good faith deposit to allow the business to open and operate. Once the items are completed and the city is satisfied the deposit will be returned. Thank you very much for allowing the business to open and we look forward to a successful relationship moving forward.

Regards,

Tony Bhangu
Arco Proprietor – Owner