



**CITY COUNCIL MEETING
Monday, August 3, 2020**

**5:30 PM – Regular Meeting
David B. Roberts Council Chambers**

In response to Governor’s Executive Order N-29-20 and the Resolution Declaring the Existence of a Local Emergency Relating to the COVID-19 Pandemic adopted by the City of Rancho Cordova, the City is following the state guidelines on social distancing including the requirement of wearing a face covering. This meeting will also be available to the public via video/teleconferencing.

**City Hall
2729 Prospect Park Drive, Rancho Cordova**

Join the Meeting Via Zoom Link:

<https://cityofranchocordova.zoom.us/j/98164873026?pwd=cTJtRjVuZjRaWG5NMEhlYUNoWCtZdz09>

Join the Meeting via the Zoom Phone Number

Zoom Phone Number: US: +1 669 900 6833 or 888 475 4499 (Toll Free)

Webinar ID: 981 6487 3026

Password: 078019

Live video streams and indexed archives of meetings are also available via the Internet. Visit the City’s official website at:

<https://ranchocordovaca.civicclerk.com/web/home.aspx>

Instructions to Make Public Comment

Members of the public who wish to provide public comment via email will need to submit comments to CityClerk@cityofranchocordova.org no later than 4:00 p.m. on Monday, August 3, 2020. All comments submitted later than 4:00 p.m. will be sent to the City Council for their review and may not be read during the meeting.

During the meeting, members of the public who wish to provide verbal comments during the meeting, may do so in-person by attending the City Council Meeting at Rancho Cordova City Hall or by video/teleconference. If you wish to provide verbal comments via video/teleconference, follow these instructions:

Listening to a Zoom Meeting by Zoom Video Conference

To make a public comment using the Zoom platform, please use the “raise hand” feature at the bottom center of the screen. Please make sure to enable audio controls once access has been given by the City Clerk’s office to speak. Please wait to be called upon by the City Clerk.

Listening to a Zoom Meeting by Phone Only

You can join a Zoom meeting via teleconferencing/audio conferencing using a cell phone or traditional landline phone. To request to make a public comment by phone press *9 to raise your hand. Please wait to be called upon by the City Clerk.

All public comments will be limited to three-minutes.

If you have questions related to the City Council Meeting or the use of Zoom, please contact the City Clerk’s Office at (916) 851-8720 before 4:00 p.m.

AGENDA

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Council Members Budge, Gatewood, McGarvey, Terry and Mayor Sander.

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The Clerk will announce the meetings video recording and playback schedules.

3. PLEDGE OF ALLEGIANCE

The Mayor will call on someone in attendance to lead the Pledge.

4. INVOCATION

Elizabeth Brick of the United Methodist Church will give the invocation.

5. PRESENTATIONS

None.

6. PUBLIC COMMENT

Citizens wishing to address the Council for any matter not on the agenda may do so at this time by completing and submitting a Speaker Card to the City Clerk. For items on the agenda, speakers will be called upon by the Mayor at the point on the agenda when the item will be heard. Speakers are encouraged to keep comments to three minutes or less and to state

name and community of residence. Under the provisions of the California Government Code, the City Council is prohibited from discussing or taking immediate action on any item not on the agenda unless it can be demonstrated to be of an emergency nature or the need to take immediate action arose after the posting of the agenda.

7. COUNCIL REPORTS

8. CITY MANAGER'S REPORT

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of July 20, 2020.

Recommendation: Adopt the Minutes.

9.2. **Subject:** Resolution Authorizing the City Manager to Execute a Contract with VSS International, Inc, in an Amount Not to Exceed \$676,000 for On-Call Surface Treatment Services.

Recommendation: Adopt the Resolution.

9.3. **Subject:** A Resolution Authorizing the City Manager to Execute Contract Amendment No. 185-2019-2 with Calpo Hom & Dong Architects, Inc. to Extend the Contract Term from December 31, 2020 to June 30, 2021 and Increase the Contract Amount from \$23,710 to an Amount Not to Exceed \$167,367.

Recommendation: Adopt the Resolution.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

10.1. **Subject:** 3565 Recycle Road - Project No. DD9974 - Tentative Parcel Map.

Recommendation: Adopt the Resolution.

11. PUBLIC HEARING ITEMS

None.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** A Resolution Setting November 3, 2020 for an Election on a Proposed Ballot Measure Seeking Voter Approval to Impose a One-Half of a Cent Transactions and Use ("Sales") Tax for General City Services and Establishing Policies and Procedures for the Election.

Recommendation: Adopt the Resolution.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

14. ADJOURNMENT

ADDITIONAL INFORMATION

SPECIAL MEETINGS LISTED BELOW ARE SUBJECT TO CHANGE/CANCELLATION WITHOUT FURTHER NOTICE.

UNLESS THE COUNCIL ADOPTS A MOTION TO EXTEND THE MEETING, ANY ITEM THAT IS NOT INITIATED BEFORE 11:00 PM WILL BE CONTINUED TO THE NEXT DAY AT 5:30 PM OR SCHEDULED ON THE NEXT REGULAR MEETING AGENDA OF THE COUNCIL.

Public documents related to items on the open session portion of this agenda, which are distributed to the City Council less than 72 hours prior to the meeting, shall be available for public inspection at the time the documents are distributed to the Council. Documents are available for inspection at the City Clerk's office located in Rancho Cordova City Hall.

The agenda items are accessible on the City's website at www.cityofranhocordova.org on Thursdays or Fridays prior to the Regular City Council Meeting.

UPCOMING MEETINGS

August 17, 2020	5:30 PM Regular Meeting
August 25, 2020	5:30 PM Special Meeting/Work Session
September 8, 2020	4:00 PM Special Meeting/Regular Meeting
September 21, 2020	5:30 PM Regular Meeting
September 29, 2020	5:30 PM Special Meeting/Regular Meeting
October 5, 2020	4:00 PM Special Meeting/Work Session
October 13, 2020	5:30 PM Special Meeting/Closed Session
October 19, 2020	5:30 PM Regular Meeting

If you have any technical questions related to the agenda items, please contact City Hall at (916) 851-8700.

The Rancho Cordova City Council meeting will be videotaped in its entirety and will be cablecast without interruption on Metro Cable 14, the Government Affairs Channel on the Comcast, Consolidated Communications and AT&T U-Verse Systems. Closed Captioning will be available on the playback cablecast. A DVD copy is available from the City Clerk's Department and a webcast of this meeting will be available for viewing via video streaming from the City's website within 48 hours of adjournment of this meeting.

In compliance with the Americans with Disabilities Act, if you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in this meeting, please contact the City Clerk's Office at (916) 851-8720 at least 48 hours prior to the meeting.

CERTIFICATION OF POSTING OF AGENDA

I, Stacy Leitner, City Clerk for the City of Rancho Cordova, declare that the foregoing agenda for the August 3, 2020 Regular Meeting of the Rancho Cordova City Council was posted and available for review on July 29, 2020 at City Hall of the City of Rancho Cordova, 2729 Prospect Park Drive, Rancho Cordova, California, 95670. The agenda is also available on the city website at www.cityofranhocordova.org.

Signed July 29, 2020 at Rancho Cordova, California.



Stacy Leitner, CMC
City Clerk

ITEM 9.1.

CITY OF RANCHO CORDOVA



CITY COUNCIL MEETING

5:30 PM – Regular Meeting
David B. Roberts Council Chambers

Monday, July 20, 2020

City Hall
2729 Prospect Park Drive, Rancho Cordova

DRAFT MINUTES

1. REGULAR MEETING - CALL TO ORDER/ROLL CALL

Mayor Sander called the Regular meeting to order in the David B. Roberts Council Chambers at 5:38 p.m.

Council Members Present: Budge, Gatewood, McGarvey, Terry, and Mayor Sander

Council Members Absent: None

Staff Members Present: Cyrus Abhar, Adam Lindgren, Stacy Leitner and Persephonie Riley

2. METRO CABLE TV TELEVISION ANNOUNCEMENT

The City Clerk read the meetings recordings and playback schedule.

3. PLEDGE OF ALLEGIANCE

Mayor David Sander led the pledge.

4. INVOCATION

There was a moment of silence in lieu of an invocation.

5. PRESENTATIONS

- 5.1. New Employee Introductions: Alyssa Swanson, Assistant Civil Engineer by Byron Tang, Senior Civil Engineer; Leila Menor, Management Analyst II by Albert Stricker, Public Works Director; Dianne Pusateri, Senior Customer Service Representative by Michelle Mingay, Senior Finance Analyst.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, July 20, 2020

6. PUBLIC COMMENT

Mayor Sander opened the public comment period. The following individuals addressed the Council:

1. Robert Van Cleef

Mayor Sander closed the public comment period.

7. COUNCIL REPORTS

Council reported on events since the last meeting.

8. CITY MANAGER'S REPORT

City Manager Cyrus Abhar gave his report.

9. CONSENT CALENDAR ITEMS - ROLL CALL VOTE

ACTION: Motion to approve items 9.1 through 9.3 by Budge second by Terry;
Motion passed with a 5:0 vote.

- 9.1. **Subject:** Meeting Minutes from the Regular City Council Meeting of July 6, 2020.

Recommendation: Adopt the Minutes.

- 9.2. **Subject:** Second Reading of Ordinance Levying a Special Tax Within Community Facilities District (CFD) No. 2020-1.

Recommendation: Waive second reading and adopt the Ordinance.

- 9.3. **Subject:** Collaborate with Sacramento Area Council of Governments (SACOG) Regarding the 2020 and Future Grant Funding Rounds to Streamline the Application Process, Facilitate Priority Projects and Identify Funding to Address Deferred Maintenance, while Maintaining a Competitive Approach that Facilitates Funding of Regional Priorities.

Recommendation: Authorize the City Manager or their designee to collaborate with SACOG regarding the 2020 and future grant funding rounds to streamline the application process, facilitate priority projects and identify funding to address deferred maintenance, while maintaining a competitive approach that facilitates funding of regional priorities as detailed in SACOG's July 9 webinar.

10. CONSENT PUBLIC HEARING ITEMS - ROLL CALL VOTE

None.

11. PUBLIC HEARING ITEMS

- 11.1. **Subject:** California Northstate University Dormitory Conditional Use Permit and Major Design Review; Project No. DD9919.

Recommendation: Adopt the Resolution for California Northstate University Dormitory finding the project exempt from CEQA pursuant to Section 15183 and 15183.3 and approving the Conditional Use Permit and Major Design Review.

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, July 20, 2020

Mayor Sander opened the public comment period. The following individuals addressed the Council:

1. Osha Meserve
2. Erik Ringelberg

Mayor Sander closed the public comment period.

ACTION: Motion to approve item 11.1. by Terry second by Budge;
Motion passed with a 5:0 vote.

12. REGULAR CALENDAR ITEMS

12.1. **Subject:** Civic Center Master Developer Selection.

Recommendation: Adopt the Resolution authorizing the City Manager to execute an Exclusive Negotiating Rights Agreement with Griffin Swinerton.

Mayor Sander opened the public comment period. The following individuals addressed the Council:

1. Alicia Kotke
2. Adam Loeffler
3. Tim Boyle
4. Marcus Blackmon
5. Korin Crawford
6. Jeff Good
7. Alan Wolf
8. Michelle Smira
9. Justin Johnson
10. John Hudgson
11. Roger Torriero
12. Bill Blake
13. Mike Winter
14. Dave Callis
15. Bill Witte
16. Sotiris Kolokutronis

Mayor Sander closed the public comment period.

ACTION: Motion to approve item 12.1. by Terry second by McGarvey;
Motion passed with a 5:0 vote.

12.2. **Subject:** Discussion and Potential Direction Regarding Tobacco Regulations in the City.

Recommendation: Receive information and provide direction.

ACTION: Input was received regarding Tobacco Regulations in the City.

12.3. **Subject:** Consideration and Feedback on Draft Multifamily Residential Property Smoking Prohibition Ordinance.

Recommendation: Provide feedback on proposed draft Ordinance.

Mayor Sander opened the public comment period. The following individuals addressed the Council:

1. Helen Fredericks

ITEM 9.1.

Rancho Cordova City Council - DRAFT MINUTES
Meeting of Monday, July 20, 2020

2. Kathy Neal

Mayor Sander closed the public comment period.

ACTION: Input was received regarding the Draft Multifamily Residential Property Smoking Prohibition Ordinance.

- 12.4. **Subject:** Staff Presentation on Deferred Pavement Maintenance and 2020-2021 Road Rehabilitation Projects.

Recommendation: Receive staff presentation summarizing deferred pavement maintenance and 2020-2021 road rehabilitation projects and provide input.

ACTION: Input was received regarding the Deferred Pavement Maintenance and 2020-2021 Road Rehabilitation Projects.

13. COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

None.

14. ADJOURNMENT

Mayor Sander adjourned the meeting at 9:20 p.m.

Stacy Leitner, CMC
City Clerk

MEMORANDUM



ITEM 9.2.

DATE: August 3, 2020

TO: Honorable Mayor and Council Members

FROM: Albert Stricker, Public Works Director
Steve Harriman, Public Works Division Manager

SUBJECT: **RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH VSS INTERNATIONAL, INC, IN AN AMOUNT NOT TO EXCEED \$676,000 FOR ON-CALL SURFACE TREATMENT SERVICES**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of this resolution will allow the City Manager to execute a three-year on-call contract commencing on August 3, 2020 with VSS International, Inc., which will cover asphalt concrete and portland cement concrete roadway surface treatments in the public right of way.

BACKGROUND

City staff released a request for bids document for a new on-call surface treatment contract. Routine maintenance activities include surface treatments of asphalt concrete and Portland cement concrete roadway surfaces in the public right of way. The application of pavement preservation treatments is a cost-effective asphalt maintenance strategy that results in long-term cost savings and extension of the road service life.

Bids were solicited on the City's Website, CIPList.com, the Rancho Cordova Chamber of Commerce, and the Sacramento, Placer and El Dorado County Builders Exchanges on May 15, 2020. Bids for the project were publicly opened on June 10, 2020. A total of three (3) bids were received, and the lowest responsible bid was in the amount of \$676,000 from VSS International, Inc.

FISCAL IMPACT AND FUNDING SOURCE

This contract is funded through Measure A maintenance funds, Gas Tax, and other special revenues and does not impact the city's general fund.

ATTACHMENT(S)

1. Resolution
2. Contract

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH VSS INTERNATIONAL, INC. IN AN AMOUNT NOT TO EXCEED \$676,000 FOR ON-CALL SURFACE TREATMENT SERVICES

WHEREAS, the City of Rancho Cordova desires to execute a contract with VSS International, Inc. in an amount not to exceed \$676,000 for On-Call Surface Treatment Services; and

WHEREAS, the City solicited bids for On-Call Surface Treatment Services under the requirements of state law and the Rancho Cordova Municipal Code, and publicly opened bids on June 10, 2020; and

WHEREAS, the lowest responsible bidder was VSS International, Inc; and

WHEREAS, the On-Call Surface Treatment Services contract has a three-year term commencing on August 3, 2020 and terminating on July 31, 2023; and

WHEREAS, contractor will be paid based on Bid Summary Sheet submitted by the contractor; and

WHEREAS, the contract is funded through Measure A maintenance funds, Gas Tax, and other special revenues and does not impact the city's general fund.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute a contract in an amount not to exceed \$676,000 with VSS International, Inc. for on-call surface treatment services and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of August, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Stacy Leitner, CMC
City Clerk

David M. Sander, Mayor

**CONSTRUCTION SERVICES AGREEMENT BETWEEN
THE CITY OF RANCHO CORDOVA AND VSS INTERNATIONAL, INC.
FOR ON-CALL SURFACE TREATMENT SERVICES**

THIS AGREEMENT made and entered into between the City of Rancho Cordova ("City") and VSS International, Inc. ("Contractor") as of August 3, 2020.

W I T N E S S E T H:

WHEREAS, the City Council for the City heretofore caused plans and specifications for On-Call Surface Treatment Services ("Project") to be prepared, and therefore did approve and adopt said plans and specifications; and

WHEREAS, the City Council for the City did cause to be published for the time and in the manner required by law, a notice inviting sealed bids for the performance of said work; and

WHEREAS, the notice was published on May 15, 2020 on the City's Website, CIPList.com, the Rancho Cordova Chamber of Commerce, and the Sacramento, Placer and El Dorado County Builders Exchanges ("Notice"); and

WHEREAS, the Contractor, in response to such Notice, submitted to the City Council for the City within the time specified in said Notice, and in the manner provided for therein, a sealed bid for the performance of the Project specified in said plans and specifications, which said bid and proposal, and other bids and proposals submitted in response to said Notice, the City Council opened and canvassed in the manner provided by law; and

WHEREAS, the Contractor was the lowest responsible bidder for the performance of said Project, and said City Council for the City as a result of the canvass of said bids, did determine and declare Contractor to be the lowest responsible bidder for said Project and award to a contract therefore.

NOW THEREFORE, in consideration of the promises herein, it is mutually agreed between the parties hereto as follows:

Section 1. CONTRACT DOCUMENTS. The following documents are by this reference incorporated in and made a part of this Agreement: The County of Sacramento, Standard Construction Specifications dated January 2008; the Special Provisions; the contract drawings, all addenda; the Notice to Contractors; the Proposal; all required bonds; and all supplemental Agreements covering alterations, amendments, or extensions to the contract. The documents which describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications.

Section 2. TERM. The term of this Agreement shall begin on the date first noted above and shall end on July 31, 2023, unless the term of the Agreement is otherwise terminated as provided for in Section 3. The time provided to Contractor to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 3.

Section 3. TERMINATION. Either party may terminate this Agreement without cause, upon 60 days written notice to the other party. In the event of termination, Contractor shall be entitled

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Construction Services Agreement between
City of Rancho Cordova and VSS International, Inc.

August 3, 2020
Page 1 of 5

to payment for Services then satisfactorily completed. Contractor shall not be entitled to any claim against City for any additional compensation or damages in the event of such termination.

Section 4. SCOPE OF WORK. The Contractor will furnish all labor, materials, services, transportation, appliances, and mechanical workmanship required for Contract No. XX-2020, as provided for and set forth in said Plans and Specifications, or in either of them, which said Plans and Specifications are hereby referred and by such reference incorporated herein and made a part of this Agreement. All of the said work done under this Agreement shall be under the supervision of and performed to the satisfaction of the Public Works Director of the City of Rancho Cordova who shall have the right to reject any and all materials and supplies furnished by the Contractor which do not comply with the Plans and Specifications, together with the right to require the Contractor to replace any and all work furnished by the Contractor which shall not either in workmanship or material be in strict accordance with the Plans and Specifications.

Section 5. COMPLETION. Said work shall be completed and ready for acceptance.

Section 6. PAYMENT. Attached hereto as Exhibit "A" and by reference made a part hereof, is the bid and proposal of Contractor. Said bid and proposal will contain, as required by the terms of said specifications, the full and complete schedule of the different items with the lump sums or unit prices as so specified. The City agrees in consideration of the work to be performed for the Project herein and subject to the terms and conditions thereof, to pay Contractor all sums of money which may become due to Contractor in accordance with the terms of the aforesaid bid and proposal, and this Agreement, to wit: VSS International, Inc. (\$676,000). Said sum shall be paid in accordance with Section 8 of the Standard Specifications. With respect to that portion of the above sum as is based upon the estimated quantities specified for the general scope of the work to be performed herein, actual payment will be based upon the quantities as measured upon completion. No payment made under this Agreement shall be construed to be an acceptance of defective work or improper materials.

Section 7. PREVAILING WAGES. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division II, of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages, and not less than the general prevailing rate of per diem wages for holidays and overtime work, for each craft, classification or type of worker needed to execute the Project contemplated under this Agreement shall be paid to all workers, laborers and mechanics employed in the execution of said Project by Contractor, or by any subcontractor doing or contracting to do any part of said Project. The appropriate determination of the Director of the California Department of Industrial Relations is filed with, and available for inspection at 2729 Prospect Park Drive, Rancho Cordova, CA 95670, the office of the Clerk of the City. Contractor shall post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director for the California Department of Industrial Relations.

Section 8. INSURANCE. The Contractor shall carry and maintain during the life of this Agreement, such public liability, property damage and contractual liability, auto, worker's compensation and builders' risk insurance as required by the specifications.

Section 9. WORKERS' COMPENSATION CERTIFICATION. By execution of this Agreement, the Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Section 10. PERFORMANCE AND PAYMENT BONDS. The Contractor shall, before beginning said work for the Project, file two bonds with the City, each made payable to the City. These bonds shall be issued by a surety company authorized to do business in the State of California, and shall be maintained during the entire life of the Agreement at the expense of the Contractor. One bond shall be in the amount of one hundred percent (100%) of the Agreement and shall guarantee the faithful performance of the Agreement. The second bond shall be the payment bond required by California Civil Code Section 3247 et seq., and shall be in the amount of one hundred percent (100%) of the Agreement. Any alterations made in the specifications which are a part of this Agreement or in any provision of this Agreement shall not operate to release any surety from liability on any bond required hereunder and the consent to make such alterations is hereby given, and any surety on said bonds hereby waives the provisions of California Civil Code Sections 2819 and 2845.

Section 11. INDEMNIFICATION.

- 11.1 Contractor's Performance.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder.
- 11.2 No Limitation of Liability for Indemnification.** The indemnities set forth in this Section shall not be limited by the insurance requirements set forth in the Contract.

Section 12. MISCELLANEOUS PROVISIONS.

- 12.1** This Agreement shall bind and inure to the heirs, devisees, assignees, and successors in interest of Contractor and to the successors in interest of Contractor in the same manner as if such parties had been expressly named herein. All times stated herein or in the contract documents are of the essence hereof. As used in this instrument the singular includes the plural, and the masculine includes the feminine and the neuter. This Agreement may create a possessory interest subject to property taxation, and Contractor may be subject to the payment of property taxes levied on such interest.
- 12.2 Contract Administration.** This Agreement shall be administered by Steve Harriman ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 12.3 Notices.** Any written notice to Consultant shall be sent to:
- Jeff Roberts
VSS International, Inc.
3785 Channel Drive
West Sacramento, CA 95691

mmarchini@americanpavementsystems.com

Any written notice to City shall be sent to:

Steve Harriman, Operations and Maintenance Division Manager
City of Rancho Cordova
Department of Public Works
2729 Prospect Park Drive
Rancho Cordova, CA 95670

12.4 IRS Form W-9. Contractor shall complete and submit Internal Revenue Service Form W-9 to the City before execution of this Agreement. The City's Finance Director shall have authority to waive this requirement.

IN WITNESS WHEREOF, the City Council and Contractor have caused this Agreement to be executed as of the day and year first above written.

CITY OF RANCHO CORDOVA:

CONTRACTOR:

Cyrus Abhar, City Manager

Jeff Roberts, Contractor

Date

Date

Attest:

Stacy Leitner, CMC, City Clerk

Date

Approved as to Form:

Adam U. Lindgren, City Attorney

Date

Exhibit A

Contractors Proposal and Compensation Schedule

ITEM 9.2.

Surface Treatment Services
Request for Bids

ATTACHMENT 2

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City of Rancho Cordova

Exhibit A**SECTION 3****BID SUBMITTAL CHECKLIST**

Each submitted bid shall include a completed (and signed where required) copy of each of the following checklist items. Any submitted bid that fails to include any of the following may be deemed inadequate by the City of Rancho Cordova and may be grounds for dismissal of submittal at the City's sole discretion.

In addition to each item below, please include this sheet.

- ☒ Cost Certification Form (Section 4.1)
- ☒ Bid Schedule (Section 4.2)
- ☒ Experience and Qualifications (Section 5.2)
- ☒ Employee/Staff Experience & Qualifications (Section 5.3)
- ☒ Designation of Subcontractors (Section 5.4)
- ☒ Operations Plan (Section 5.5)
- ☒ Exceptions (Section 6.1)
- ☒ Guarantee Requirements (Section 6.2)
- ☒ Non-Collusion Affidavit (Section 6.3)
- ☒ Signature Certification Page (Section 6.4)

ITEM 9.2.Surface Treatment Services
Request for Bids**ATTACHMENT 2**Page 9 of 51
City of Rancho Cordova**SECTION 4**
BASE BID SCHEDULE**4.1 COST CERTIFICATION FORM** *(Required submittal form)*

The undersigned Authorized Signature certifies as follows:

All work for which this bid is submitted is for On-Call Surface Treatment Services in accordance with all special provisions (including the payment of not less than the minimum wage rates set forth therein) and contract annexed hereto, and also in accordance with all Federal, State & local regulations as detailed in this Request for Bids.

The undersigned, as bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm, or corporation; that the bidder has carefully examined the location of the proposed work, the attached proposed form of contract, and documents herein referenced; and that the bidder agrees if this bid is accepted, that he/she will contract with the City of Rancho Cordova, in the form of the copy of the contract attached hereto, to provide all necessary machinery, tools, apparatus and other necessary means, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Public Works Director as therein set forth, and that the bidder will take in full payment therefore the following amount to wit:

BASE BID GRAND TOTAL \$ 676,000.00
(List total Base Bid Grand Total from Bid Schedule – bottom line)

Company Name: VSS International, Inc.

Primary Contact: Jeff Roberts Title: Senior Vice President

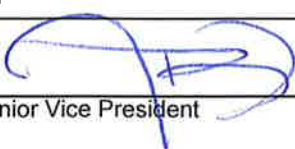
Business Address: 3785 Channel Drive

City, State, Zip: West Sacramento, CA 95691

Telephone No.: 916-373-1500 Fax No: 916-373-0183

Email Address: vssi_contracts@slurry.com

Website Address: www.slurry.com

Authorized Signature: 
Jeff Roberts, Senior Vice President

4.2 BID SCHEDULE *(Required submittal form)*

<u>ITEM</u>	<u>MAINTENANCE TYPE</u>	<u>MINIMUM QUANTITY PER MOBILIZATION</u>	<u>ESTIMATED QUANTITY OVER TERM OF CONTRACT</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1	Type II Slurry Seal	300,000 SF	950,000 SF	\$ 0.38	\$ 361,000.00
2	Methacrylate	10,000 SF	50,000 SF	\$ 6.30	\$ 315,000.00
Grand Total=				\$	676,000.00

Mobilization shall be included in the prices paid for the various Contract items of work and no separate payment will be made.

The three-year estimated quantities shown are given to provide bidders with an indication of potential work and the order of magnitude and scope of work. The actual amount of work done under this contract may differ from the quantities shown. The City of Rancho Cordova does not expressly, or by implication, agree that the actual amount of work will correspond therewith, but reserve the right to increase or decrease the amount of any class or portion of the work, or to omit portions of the work, as directed by the City.

SECTION 5**BIDDER EXPERIENCE AND OPERATIONS PLAN****5.1 BIDDER EXPERIENCE AND OPERATIONS PLAN OVERVIEW**

Each Contractor submitting a bid shall clearly detail, on the forms provided in this Section 5, each of the following:

Firm Experience and Qualifications: Bidder shall detail their firms experience as necessary to demonstrate satisfactory compliance with the minimum qualification requirements as listed in **Section 1.4**. Additionally, firm experience and qualifications will be used by the City as a basis for evaluation when determining the most qualified Bidders, as further detailed in **Section 5.2**.

Employee/Personnel Experience and Qualifications: Bidder shall list the names and experience/qualifications of any employees who would be responsible for undertaking the Maintenance Task Items should a contract be provided. Employee experience and qualifications will be used by the City as a basis for evaluation when determining responsible Bidder, as further detailed in **Section 5.3**.

Operations Plan Details: Bidder shall detail an inventory of equipment, location of any equipment and materials storage facilities, and customer service processes and call center location (if applicable). The Operations Plan Details submitted will be used by the City as a basis for evaluation when determining responsible Bidders, as further detailed in **Section 5.5**.

ITEM 9.2.

Surface Treatment Services
Request for Bids

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City of Rancho Cordova

5.2 FIRM EXPERIENCE AND QUALIFICATIONS *(Required submittal form)*

Contractor's License Class A,B,C12 and License Number 293727

The bidder has been engaged in the contracting business, under the present business name for 46 years. Experience in work of a nature similar to that covered in the bid extends over a period of 46 years.

The bidder, as a Contractor, has never failed to satisfactorily complete a Contract awarded to it, except as follows:

Please provide written explanation on a separate sheet(s).

The following contracts related to the proposed Surface Treatment Services are currently active or have been satisfactorily completed in the last five (5) years. Please provide a contact name and person of reference for each of the contracts listed.

Contract Year(s)	Type of Work Performed	Contract Amount	Client/Agency Name	Contact Name /Title Phone Number
SEE ATTACHED: CONTRACTOR EXPERIENCE AND QUALIFICATIONS				

5.3 EMPLOYEE/STAFF EXPERIENCE AND QUALIFICATIONS *(Required submittal form)*

Employee/Staff Name	Title & Position	Years w/ Firm	Years Experience in Trade	Specialized Certifications
Jeffrey Reed	President - Officer	46	46	Founder
Jeff Roberts	Sr. Vice President - Officer	10	31	ISSA, NCPP
Matt Ferguson	Construction Manager	9	13	ISSA, NCPP
Rick Cross	Estimating and Development Mgr.	10	24	ISSA, NCPP
Michael Koenig	Sr. Project Manager	15	24	ISSA, NCPP

Use additional sheets of paper as necessary for additional references or employees.

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5.4 DESIGNATION OF SUBCONTRACTORS *(Required submittal form)*

In compliance with the provisions of Section 4100-4114 of the Public Contracts Code of the State of California, and any amendments thereof, each bidder shall set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the Services to be performed under these specifications in excess of one-half of one percent (0.5%) of the prime Contractor's total bid or ten thousand dollars (\$10,000.00), whichever is greater. The prime Contractor shall list the portion of the work which will be done by such Subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, the Contractor shall be deemed to have agreed to perform such portion itself, and the Contractor shall not be permitted to subcontract that portion of the work except under the conditions allowed by applicable law. Subcontractors shall provide all required licensing documentation.

SUBCONTRACTOR (Name & Location)	% OF WORK	ESTIMATED ANNUAL DOLLAR AMOUNT	WORK TO BE PERFORMED BY SUBCONTRACTOR
NONE			

ITEM 9.2.

Surface Treatment Services
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5.5 OPERATIONS PLAN *(Required submittal forms)*

Equipment Inventory: Please provide a list of all equipment that will be utilized in the performance of this contract.

Quantity	Name, Type and Capacity	Model Year and Condition	Location
SEE ATTACHED: EQUIPMENT LIST			

SECTION 6EXCEPTIONS, GUARANTEES AND CERTIFICATIONS**6.1 EXCEPTIONS TO AGREEMENT** (*Required submittal forms*)

Bidders are to prepare all Base Bid Schedule forms (Section 4) based on the program specifications set forth in the RFB documents without considering any exceptions that may be set forth on this form. In the event the bidder takes exception to the RFB specifications they may set forth those exceptions in the following manner:

- The exceptions are to be presented on a separate paper titled, "Form Exceptions to Agreement".
- Each exception must be presented separately by stating: the specific exception, the page and line numbers of the exception, the suggested changes to the program related to the exception, the suggested changes in the Agreement language related to the exception, the manner in which the proposed change would benefit the City, the customers or both, and the specific dollar change in each of the various service rates, as proposed by the bidder in this RFB, that would take place if the exception was accepted by the City.
- The exceptions must be followed with the following language without exception.
- **"Except as set forth above, bidder is in complete agreement with the proposed terms, conditions and business arrangements described in the RFB including the attached Agreement. The bidder assumes the risk of all conditions foreseen or unforeseen and agrees to provide the services set forth in the Agreement under whatever circumstances may develop other than as herein provided."**
- The form must be signed by an individual authorized to commit the bidder's firm to the Agreement in the manner set forth below.

Date: 05/29/2020

Name: Jeff Roberts

Title: Senior Vice President

Signature: 

Please note that if exceptions are taken, all required information as set forth above must be submitted. Exceptions taken without providing the required information will not be considered.

ITEM 9.2.

Surface Treatment Services
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City of Rancho Cordova

6.2 GUARANTEE REQUIREMENTS *(Required with submittal)*

The City of Rancho Cordova will require all bids be accompanied by a Bid Guarantee in the form of cash, a certified check, a cashier's check, or a bidders bond. The Bid Guarantee shall be executed by an admitted surety insurer in favor of the City of Rancho Cordova, the amount of which shall not be less than ten percent (10%) of the Base Bid Grand Total as indicated in **Section 4, Base Bid Schedule**.

Performance and Payment Bonds will not be required for submittal of bids or for the execution of a contract with the selected Contractor.

ITEM 9.2.Surface Treatment Services
Request for Bids**ATTACHMENT 2**Page 17 of 51
City of Rancho Cordova**6.3 NON-COLLUSION AFFIDAVIT** *(Required with submittal)*

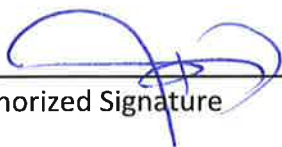
STATE OF CALIFORNIA)

COUNTY OF SACRAMENTO)

Jeff Roberts (name) being first duly sworn, deposes and says that he or she is Senior Vice President (title) of VSS International, Inc. (company name) the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

VSS International, Inc.
Company Name (Printed)

05/29/2020
Date


Authorized Signature

Jeff Roberts
Name (Printed)

Senior Vice President
Title

Subscribed and sworn to before me See attached Notarization

this ____ day of _____, 2013.

Signature of Notary Public

CALIFORNIA JURAT

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 Yolo }

Subscribed and sworn to (or affirmed) before me on this 29th day of May, 2020
Date Month Year

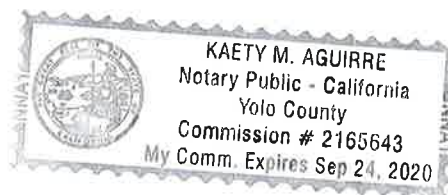
by Jeff Roberts

Name of Signers

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: _____

Signature of Notary Public
 Kaety M. Aguirre, Notary Public

*Seal**Place Notary Seal Above*

----- **OPTIONAL** -----

Though this section is optional, completing this information can deter alteration of the document or fraudulent attachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

ITEM 9.2.

Surface Treatment Services
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ATTACHMENT 2

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City of Rancho Cordova

6.4 SIGNATURE CERTIFICATION PAGE *(Required with submittal)*

If bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual co-partners composing the firm; if bidder or other interested person is an individual, state first and last names in full.

By my signature on this bid I certify, under the Penalty of Perjury, that the foregoing Non-Collusion Affidavit and Contractor's License Certification along with all other statements in this bid are true and correct.

Date: 5/29/2020

VSS International, Inc.

Legal Company or Corporation Name

Corporation

Business Type (Corporation, Partnership, etc.)

Print Name

Jeff Roberts

Print Name

Signature

Signature

Senior Vice President

Title

Title

Print Name

Print Name

Signature

Signature

Title

Title

Print Name

Print Name

Signature

Signature

Title

Title

VSS International, Inc. - Corporation

Jeffrey Reed, President Jeff Roberts, Senior Vice President

Jordan Reed, Treasurer

Jordan Reed, Secretary

Western Surety Company

BID BOND

Bond No. Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, VSS International, Inc.,
as Principal (hereinafter called the "Principal"), and Western Surety Company,
8880 Cal Center Drive, Ste 410, Sacramento, CA 95826 (hereinafter called the "Surety"), are held
and firmly bound unto City of Rancho Cordova,
as Obligor, (hereinafter called the "Obligor"), in the sum of 10 % of the amount of the bid
described below but not to exceed Ten Percent of The Amount Bid
Dollars (\$ 10%) for the payment of which sum well and truly to be made, the said
Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and
assigns firmly by these presents.

WHEREAS, the Principal has submitted a bid to Obligor for _____
On-Call Surface Treatment Services

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall
enter into a contract with the Obligor in accordance with the terms of such bid or, in the event of the
failure of the Principal to enter into such a contract, if the Principal shall pay to the Obligor the
difference not to exceed the penalty hereof between the amount specified in said bid and the next low
bid received by the Obligor for the work covered by Principal's bid, then this obligation shall be null
and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligor
prior to execution of the final contract shall furnish evidence in a manner and form acceptable to
Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 1st day of June, 2020.

VSS International, Inc.

Principal

By

Title

Jeff Roberts, Sr. Vice President

Western Surety Company

By

Anibal Samuel Campos, Attorney-in-Fact

Local Agent of Surety:

Andreini & Co.

2010 Crow Canyon Place, #320

San Ramon, CA 94583

(925)884-2286

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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.

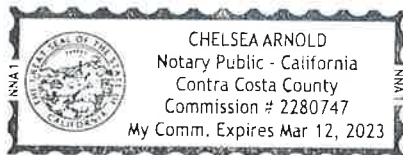
State of California

County of Contra Costa }

On JUN - 1 2020 before me, Chelsea Arnold, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Anibal Samuel Campos
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

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

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steven N Passerine, Kathleen E Earle, Benjamin Wolfe, Anibal Samuel Campos, Chelsea Arnold, Individually

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of May, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

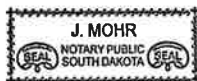
State of South Dakota
County of Minnehaha

} ss

On this 7th day of May, 2020, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of June, 2020.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

ACKNOWLEDGMENT

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 Yolo

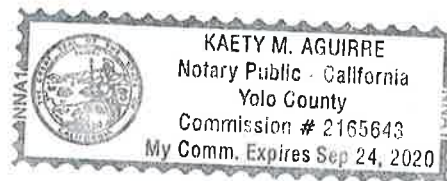
On 06/01/2020 before me, Kaety M. Aguirre, Notary Public
(insert name and title of the officer)

personally appeared Jeff Roberts
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  (Seal)



www.slurry.com

01/17/2020

To Whom It May Concern:

I, Jordan Reed, duly-elected Secretary of VSS International, Inc.,
state that the following resolution is a true and exact copy of that
resolution adopted by the Board of Directors of VSS International, Inc.,
May 23, 2017.

.....

"NOW, THEREFORE, be it resolved that Jeff Roberts as duly elected
Senior Vice President, be authorized to sign any and all bids and/or contracts,
and/or legal documents for VSS International, Inc., a California Corporation, and
that his signature shall be binding on the corporation."

.....



Jordan Reed - Secretary
VSS International, Inc.
A California Corporation
3785 Channel Drive
West Sacramento, CA 95691

VSSI Equipment List				
Type of Equipment	VSSI No.	Year/Model/Description	VIN Number	
AIR COMPRESSOR PORTABLE	75500	AIR COMPRESSOR		Owned
AIR COMPRESSOR PORTABLE	77501	AIR COMPRESSOR	201703300038	Owned
AIR COMPRESSOR PORTABLE	CP01	1999 NAPA AIR COMPRESSOR	VR080483	Owned
CAR/SUV	03503	2007 FORD F500 SEDAN	1FAHP24117G130552	Owned
CAR/SUV	91785	2015 FORD EXPLORER	1FM5K7D89GGA36727	Owned
CAR/SUV	91786	2015 FORD EDGE	2FMTK3J90FBB52630	Owned
CAR/SUV	92729	2019 FORD EDGE	2FMPK3J97KBB89461	Owned
CAR/SUV	92730	2019 FORD EDGE	2FMPK3J99KBB89462	Owned
CAR/SUV	92732	2019 FORD EDGE	2FMPK3J9XKBB70161	Owned
FORK LIFT	91610	TENCO FORK LIFT	794508	Owned
FORK LIFT	91615	NISSAN P50 FORK LIFT	9J0743	Owned
PAVER	94013	2005 LAYTON SC300 SEAL COAT MACHINE	SC-0117-05	Owned
PAVER	94018	2001 STELCO 300 SEAL COAT MACHINE	C2-300-022	Owned
1/2 TON PICK UP	91716	2007 FORD F150 CC	1FTRX12W37FB33367	Owned
1/2 TON PICK UP	91730	2008 FORD F150 CC	1FTRX12W28FB54387	Owned
1/2 TON PICK UP	91732	2008 FORD F150 CC	1FTRX12W68FB54389	Owned
1/2 TON PICK UP	91733	2009 FORD F150 CC	1FTRW12W89FB47626	Owned
1/2 TON PICK UP	91736	2009 FORD F150 CC	1FTRW12W89FA91946	Owned
1/2 TON PICK UP	91789	2016 FORD F150 CC	1FTEX1C81GKE49517	Owned
1/2 TON PICK UP	91794	2017 FORD F150 CC	1FTEW1C82HKD47597	Owned
1/2 TON PICK UP	91795	2017 FORD F150 CC	1FTEW1C84HKD47598	Owned
1/2 TON PICK UP	92712	2018 FORD F150 CC	1FTEW1CB8JKE32011	Owned
1/2 TON PICK UP	92713	2018 FORD F150 CC	1FTEW1CBXJKE32012	Owned
1/2 TON PICK UP	92716	2018 FORD F150 CC	1FTEX1CPXJKE15042	Owned
1/2 TON PICK UP	92717	2019 FORD F150 CC	1FTEW1CB9KKD58373	Owned
1/2 TON PICK UP	92718	2019 FORD F150 CC	1FTEW1CB0KKD58374	Owned
1/2 TON PICK UP	92719	2019 FORD F150 CC	1FTEW1CB2KKD58375	Owned
1/2 TON PICK UP	SP053	2002 FORD F150 EC	1FTRX17L82NB23639	Owned
1/2 TON PICK UP	SP057	2006 FORD F150 CC	1FTPW12526KD21109	Owned
1/2 TON PICK UP	SP065	2008 FORD F150 CC	1FTRX12W98FB59831	Owned
1/2 TON PICK UP	SP066	2008 FORD F150 CC	1FTRW12W98FC08724	Owned
1/2 TON PICK UP	SP067	2008 FORD F150 CC	1FTRW12W98FC08643	Owned
1/2 TON PICK UP	SP068	2009 FORD F150 CC	1FTRW12869FB24962	Owned
3/4 TON PICK UP	91737	2011 FORD F250 SC	1FTBF2AT6BEA42190	Owned
3/4 TON PICK UP	91775	2013 FORD F250 CC	1FT7W2AT4DEB09605	Owned
3/4 TON PICK UP	91777	2013 FORD F250 CC	1FT7W2AT8DEB09607	Owned
3/4 TON PICK UP	91778	2013 FORD F250 CC	1FT7W2AT6DEB88727	Owned
3/4 TON PICK UP	91779	2013 FORD F250 CC	1FDOW4GTODEB77299	Owned
3/4 TON PICK UP	91780	2013 FORD F250 CC	1FDOW4GT9DEB77298	Owned
3/4 TON PICK UP	91784	2015 FORD F250 CC	1FT7W2AT1FED29917	Owned
3/4 TON PICK UP	91791	2016 FORD F250 CC	1FT7W2AT1GEC85340	Owned
3/4 TON PICK UP	91792	2016 FORD F250 CC	1FTW72AT5GEC85339	Owned
3/4 TON PICK UP	91799	2017 FORD F250 CC	1FT7W2AT3HED69838	Owned
3/4 TON PICK UP	92700	2017 FORD F250 CC	1FT7W2AT5HED69839	Owned
3/4 TON PICK UP	92701	2017 FORD F250 CC	1FT7W2AT1HED69840	Owned
3/4 TON PICK UP	92710	2018 FORD F250 CC	1FT7W2AT2JEC63497	Owned
3/4 TON PICK UP	92711	2018 FORD F250 CC	1FT7W2AT4JEC63498	Owned
3/4 TON PICK UP	92714	2018 FORD F550 CC FB LG & ALUMINUM TOOL BOX	1FD0W5GT8JEC81184	Owned
3/4 TON PICK UP	92715	2018 FORD F550 CC FB LG & ALUMINUM TOOL BOX	1FD0W5GTXJEC81185	Owned
3/4 TON PICK UP	92720	2019 FORD F250 CC	1FT7W2ATXKEE65151	Owned
3/4 TON PICK UP	92721	2019 FORD F250 CC	1FT7W2AT1KEE65152	Owned
3/4 TON PICK UP	92722	2019 FORD F250 CC	1FT7W2AT1KED66735	Owned
3/4 TON PICK UP	92723	2019 FORD F250 CC	1FT7W2AT7KEF21918	Owned
3/4 TON PICK UP	SP051	2002 FORD F250 EC	1FTNX20F22EB88978	Owned
3/4 TON PICK UP	SP058	2006 FORD F250 CC	1FTSW20536ED71907	Owned
3/4 TON PICK UP	SP060	2008 FORD F250 CC	1FTSW20500EB35198	Owned
3/4 TON PICK UP	SP061	2008 FORD F250 CC	1FTSW20598EB35197	Owned
3/4 TON PICK UP	SP069	2009 FORD F250 CC	1FTSW20519EA96493	Owned
3/4 TON PICK UP	SP070	2012 FORD F250 CC	1FT7W2AT9CEA07554	Owned
3/4 TON PICK UP	SP072	2012 FORD F250 CC	1FT7W2AT0CEA07555	Owned
1 TON PICK UP	91751	2005 FORD F350 EC UB	1FDSX34P65EA62215	Owned
1 TON PICK UP	91762	2000 FORD F550 CC UB	1FDAW56F4YED76321	Owned
1 TON PICK UP	91770	2007 CHEVROLET 3500 CC UB	1GBJC33D87F114738	Owned
1 TON PICK UP	91772	2009 FORD F450 CC UB	1FDAW4GR3AEA75130	Owned
1 TON PICK UP	91773	2012 FORD F350 CC	1FT8W3AT1CEA07557	Owned

VSSI Equipment List				
Type of Equipment	VSSI No.	Year/Model/Description	VIN Number	
1 TON PICK UP	91774	2012 FORD F550 CC FB LG	1FD0W5GT4CEA33178	Owned
1 TON PICK UP	91788	2016 FORD F-650 SC FB LG	1FDNF6DE6GDA04565	Owned
1 TON PICK UP	91790	2016 FORD F550 CC FB TC	1FD0W5GT2GEC72263	Owned
1 TON PICK UP	92702	2017 FORD F550 CC FB LG	1FD0W5GT5HED69992	Owned
1 TON PICK UP	92703	2017 FORD F550 CC FB LG	1FD0W5GT7HED69993	Owned
1 TON PICK UP	92704	2017 FORD F550 CC FB LG	1FD0W5GT9HED69994	Owned
1 TON PICK UP	92725	2019 FORD F550 CC TC	1FD0W5GT4KEE14797	Owned
1 TON PICK UP	92726	2019 FORD F550 CC FB LG	1FD0W5GT9KEE14794	Owned
1 TON PICK UP	92727	2019 FORD F550 CC FB LG	1FD0W5GT0KEE14795	Owned
1 TON PICK UP	92728	2019 FORD F550 CC FB LG	1FD0W5GT2KEE14796	Owned
1 TON PICK UP	ST032	2009 FORD F450 SC UB	1FDAF46R59EA21535	Owned
1 TON PICK UP	TC04	2012 FORD F550 CC FB TC	1FD0W5GT2CEA33175	Owned
PNEUMATIC TIRE ROLLER	91808	CAT CW12 PNEUMATIC ROLLER	LTJ00322	Owned
PNEUMATIC TIRE ROLLER	91809	CAT CW12 PNEUMATIC ROLLER	LTJ00253	Owned
PNEUMATIC TIRE ROLLER	91810	2016 CAT CW16 PNEUMATIC ROLLER	TL500182	Owned
PNEUMATIC TIRE ROLLER	91811	2018 CAT CW16 PNEUMATIC ROLLER	TL500343	Owned
PNEUMATIC TIRE ROLLER	91812	2018 CAT CW16 PNEUMATIC ROLLER	TL500345	Owned
PNEUMATIC TIRE ROLLER	91813	2019 CAT CW16 PNEUMATIC ROLLER	TL500424	Owned
PNEUMATIC TIRE ROLLER	RO17	1997 HYPAC C530AH PNEUMATIC ROLLER	A222C1531U	Owned
PNEUMATIC TIRE ROLLER	RO27	2012 CAT PS150 PNEUMATIC ROLLER	CATPS150FPS01079	Owned
PNEUMATIC TIRE ROLLER	RO28	2012 CAT PS150 PNEUMATIC ROLLER	CATPS150VPS01084	Owned
PNEUMATIC TIRE ROLLER	RO29	2012 CAT PS150 PNEUMATIC ROLLER	CATPS150FPS01058	Owned
SINGLE DRUM ROLLER	RO25	1996 HYPAC C850B STEEL WHEEL ROLLER	SE558319	Owned
SKID STEER LOADER	92611	2000 CASE 95XT SKID STEER	JAF0299343	Owned
SKID STEER LOADER	92612	2006 CASE 465 SKID STEER	N6M424751	Owned
SKID STEER LOADER	LD05	2005 MUSTANG 2086 SKID STEER	MMC02086C00002985	Owned
SKIP LOADER	00712	1998 CASE 570XLT SKIP LOADER	JJG0225483	Owned
SKIP LOADER	92607	1998 JOHN DEERE 210 LOADER GANNON	T0210LE841415	Owned
STREET SWEEPER	PB09	1985 MOBILE STREET SWEEPER	1A9A24DB2FR059125	Owned
KICK BROOM	92901	2017 LAYMOR SM-450-ST KICK BROOM	38403	Owned
KICK BROOM	92902	2019 LAYMOR SM-450-ST KICK BROOM	40505	Owned
KICK BROOM	KB013	2001 LAYMOR 8C KICK BROOM	28299011	Owned
ARROWBOARD	94126	2001 ALLMAND ARROW BOARD	0222AB01	Owned
ARROWBOARD	94127	ALLMAND ARROW BOARD	0223AB01	Owned
ARROWBOARD	94128	ALLMAND ARROW BOARD	0279AB01	Owned
ARROWBOARD	AB03	1995 AMIDA ARROW BOARD	9502-28092	Owned
ARROWBOARD	AB04	1996 ADDCO XT ARROW BOARD	960535441	Owned
ARROWBOARD	AB05	2002 WANCO XM ARROW BOARD	5F11S101X21000693	Owned
ARROWBOARD	AB06	2001 WANCO XT ARROW BOARD	5F11S101311001232	Owned
MESSAGE BOARD	94144	2001 AMERICAN SIGNAL CMS-T331 MESSAGE BOARD	1A9BS331312228478	Owned
MESSAGE BOARD	94145	2001 AMERICAN SIGNAL CMS-T331 MESSAGE BOARD	1A9BS331912228479	Owned
MESSAGE BOARD	MB01	2000 ADDCO DH1000 MESSAGE BOARD	586363	Owned
MESSAGE BOARD	MB02	2000 ADDCO DH1000 MESSAGE BOARD	586364	Owned
MESSAGE BOARD	MB05	MESSAGE BOARD	14-124760	Owned
MESSAGE BOARD	MB06	MESSAGE BOARD	14-124761	Owned
MESSAGE BOARD	MB07	MESSAGE BOARD	14-124762	Owned
TRUCKS	91310	2000 FREIGHTLINER CENTURY SEALCOAT TRUCK	1FUYSEB2YLG56449	Owned
TRUCKS	92707	2017 FORD F650 CC FB LG	1FDNW6DX4HDB10323	Owned
TRUCKS	UT012	2002 INTERNATIONAL 4300 SC FB	1HTMMAAM32H501307	Owned
12 YARD DUMP TRUCK	91328	1998 FREIGHTLINER FLD120 DUMP TRUCK	1FUYDSEB0WL802559	Owned
13 YARD DUMP TRUCK	91329	1998 FREIGHTLINER FLD120 DUMP TRUCK	1FUYDSEB7WL802557	Owned
SHOP MECH TRUCK	92705	2017 FORD F550 CC FB LG	1FD0W5GT6HED69841	Owned
SHOP MECH TRUCK	92706	2017 FORD F550 CC FB LG	1FD0W5GT8HED69842	Owned
SHOP MECH TRUCK	92731	2020 PETERBILT 337 MB CRANE	2NP2HJ7X6LM675457	Owned
TRACTOR	18340	1998 PETERBILT 3AXLE TRACTOR	1XPGD99X6WD471125	Owned
TRACTOR	18345	1998 PETERBILT 3AXLE TRACTOR	1XPGD99X8WD471126	Owned
TRACTOR	18350	1998 PETERBILT 3AXLE TRACTOR	1XPGD99XXWD471127	Owned
TRACTOR	18365	2000 FREIGHTLINER 3AXLE TRACTOR	1FUYSWEB6YPF47346	Owned
TRACTOR	91315	2004 FREIGHTLINER CENTURY 3AXLE TRACTOR	1FUJA6CK44PM13143	Owned
TRACTOR	T058	2004 FREIGHTLINER CENTURY 3AXLE TRACTOR	1FVBC0074PN28646	Owned
TRUCK ATTACHMENTS	S001	2003 VSS SAND SPREADER	0307360A	Owned
MACROPAVER	91130	1999 VOLVO WX64 MACROPAVER 12B	4V2DC2UE5YN789509	Owned
MACROPAVER	91132	2003 VOLVO WX64 MACROPAVER 12B	4V2DC6UE93N342343	Owned
MACROPAVER	91137	2007 INTERNATIONAL 7600 MACROPAVER 12B	1HTWYAHT27J408482	Owned
MACROPAVER	91146	2018 MACK MRU613 MACROPAVER 12E	1M2AV07C1JM017725	Owned

VSSI Equipment List				
Type of Equipment	VSSI No.	Year/Model/Description	VIN Number	
MACROPAVER	91147	2018 MACK MRU613 MACROPAVER 12E	1M2AV07CXJM017724	Owned
MACROPAVER	91148	2018 MACK MRU613 MACROPAVER 12E	1M2AV07C2JM018351	Owned
MACROPAVER	91149	2019 MACK MRU613 MACROPAVER 12E	1M2TE2GC5KM001890	Owned
MACROPAVER	91150	2019 MACK MRU613 MACROPAVER 12E	1M2TE2GC7KM001891	Owned
MACROPAVER	91151	2019 MACK LR64R MACROPAVER 12E	1M2TE2GC7LM003996	Owned
MACROPAVER	91152	2019 MACK MRU613 MACROPAVER 12E	1M2TE2GCXKM002422	Owned
MACROPAVER	91153	2019 MACK MRU613 MACROPAVER 12E	1M2TE2GC1KM002423	Owned
MACROPAVER	91154	2019 MACK LR64R MACROPAVER 12E	1M2TE2GC9LM003997	Owned
MACROPAVER	91161	2013 BERGKAMP M1 CONTINUOUS	0000M1-13A-0105	Owned
MACROPAVER BOX	90101	1988 SLURRY BOX	NONE	Owned
MACROPAVER BOX	90102	SLURRY BOX AUGERS	SSB01101	Owned
MACROPAVER BOX	90103	MICRO BOX	SMB1000	Owned
MACROPAVER BOX	90114	1987 SLURRY BOX	NONE	Owned
MACROPAVER BOX	90115	SLURRY BOX WITH AUGERS	NONE	Owned
MACROPAVER BOX	90116	SLURRY BOX WITH AUGERS	NONE	Owned
MACROPAVER BOX	90117	SLURRY BOX WITH AUGERS	NONE	Owned
MACROPAVER BOX	90118	MICRO BOX	NONE	Owned
MACROPAVER BOX	94026	SLURRY BOX AUGER	SSB01101 SSB06101 SSB01110 EMB1022	Owned
MACROPAVER BOX	94027	MICRO BOX	128551	Owned
MACROPAVER BOX	94029	MICRO BOX	127394	Owned
MACROPAVER BOX	94030	SLURRY BOX AUGERS	SSB01101/61	Owned
SMALL WHEEL LOADER 924-938	93604	1977 CAT 930 LOADER	41K5939	Owned
SMALL WHEEL LOADER 924-939	93607	CAT 926E LOADER	94Z03452	Owned
SMALL WHEEL LOADER 924-940	93609	CAT 928F LOADER	2XL01651	Owned
SMALL WHEEL LOADER 924-941	93610	CAT 924 LOADER	M17687	Owned
SMALL WHEEL LOADER 924-942	93611	2015 CAT 924K LOADER	PWR04542	Owned
SMALL WHEEL LOADER 924-943	93612	2016 926M LOADER	LTE02454	Owned
SMALL WHEEL LOADER 924-944	93613	2017 CAT 926M LOADER	LTE04155	Owned
SMALL WHEEL LOADER 924-945	93614	2019 CAT 926M LOADER	LTE06727	Owned
TRAILER	91506	1969 INTERNATIONAL FLATBED TRAILER SMALL	95U57	Owned
TRAILER	91555	1997 FLOWBOY CB4000	1H9SP4222VN101098	Owned
TRAILER	91556	1997 FLOWBOY CB4000	1H9SP4229VN101096	Owned
TRAILER	91557	1997 FLOWBOY CB4000	1H9SP4222VN101103	Owned
TRAILER	91558	1997 FLOWBOY CB4000	1H9SP4229VN101106	Owned
TRAILER	91559	1998 FLOWBOY CB4000	1H9SS422XWN101012	Owned
TRAILER	92520	1970 ZIEMAN 232GT FLATBED TRAILER TILT	ZP51207	Owned
TRAILER	92522	1984 ZIEMAN 4245 FLATBED TRAILER TILT	1ZCT33AZ7EP11371	Owned
TRAILER	92523	1988 EAGER BEAVER 10HA FLATBED TRAILER PULL	1120HA205JA100136	Owned
TRAILER	92527	2001 ZIEMAN FLATBED TRAILER TILT	1ZCT40A271Z9253087	Owned
TRAILER	92528	2001 ZIEMAN FLATBED TRAILER TILT	1ZCT40A291ZP23088	Owned
TRAILER	92529	2001 ZIEMAN FLATBED TRAILER PULL	1ZCE38A281ZP23117	Owned
TRAILER	92530	1994 TRAIL KING TK70HT FLATBED TRAILER TILT	1TKA04629RM094091	Owned
TRAILER	92531	1998 TRAIL-EZE DLX30TC48 FLATBED TRAILER TILT	1DA7217DXWP013485	Owned
TRAILER	92532	2003 TRAIL BOSS DP322 FLATBED TRAILER PULL	4S0DP322531001038	Owned
TRAILER	92541	2019 KAUFMAN FLATBED TRAILER	5SHAD4336KB001283	Owned
TRAILER	LB01	1997 LANDOLL 660A-48 FLATBED TRAILER	1LH660UHXV1C08700	Owned
TRAILER	LB02	1991 TRAILKING TK70HT-462 FLATBED TRAILER	1TKA04622MM018351	Owned
TRAILER	LB03	1993 TRAILKING TK70HT-462 FLATBED TRAILER	1TKA04622PM053833	Owned
TRAILER	LB06	2000 LANDOLL 660-48 FLATBED TRAILER	1LH660UH5Y1A11138	Owned
TRAILER	LB07	1988 LANDOLL 350 FLATBED TRAILER	1LH350UH3J1003709	Owned
TRAILER	TR036	1988 JACOBSEN FLATBED TRAILER TILT	1J9DE2H27JF015191	Owned
TRAILER BIT POT	94020	1976 DIAMOND BITCH POT	72SP54	Owned
TRAILER BIT POT	94021	1990 MS WALKTOP TRAILER	MMT9012420	Owned
TRAILER BIT POT	BP01	DIAMOND	1D9PM1139X1004809	Owned
TRAILER SMALL EQUIPMENT	92510	1987 OWENS FLATBED TRAILER SMALL	10WATPJ27HW011539	Owned
TRAILER SMALL EQUIPMENT	92512	1975 LAKESIDE FLATBED TRAILER SMALL	CA450479	Owned
TRAILER SMALL EQUIPMENT	92514	1975 LAKESIDE FLATBED TRAILER SMALL	LK472	Owned
TRAILER SMALL EQUIPMENT	92515	2006 FELLING	5FTUH122861025302	Owned
TRAILER SMALL EQUIPMENT	92516	1975 LAKESIDE FLATBED TRAILER SMALL	LK474	Owned
TRAILER SMALL EQUIPMENT	92517	2003 FELLING	5FTUH122041021564	Owned
TRAILER SMALL EQUIPMENT	92524	1998 DHM FLATBED TRAILER SMALL	4KUFS1229WC108225	Owned
TRAILER SMALL EQUIPMENT	92525	1999 STELCO FLATBED TRAILER SMALL	1S9PTI626X1156012	Owned
TRAILER SMALL EQUIPMENT	92526	1999 STELCO FLATBED TRAILER SMALL	1S9PS1024X1156022	Owned
TRAILER SMALL EQUIPMENT	92533	2005 EAGLE FLATBED TRAILER SMALL	1C9BE26255P692277	Owned
TRAILER SMALL EQUIPMENT	92534	2018 PAC WEST BARRICADE TRAILER	4HXL1228KC203240	Owned

VSSI Equipment List				
Type of Equipment	VSSI No.	Year/Model/Description	VIN Number	
TRAILER SMALL EQUIPMENT	92535	2018 PAC WEST BARRICADE TRAILER	4HXBL122XKC203239	Owned
TRAILER SMALL EQUIPMENT	92536	2018 PACE OUTBACK TRAILER ENCLOSED	53BPTB25KF027424	Owned
TRAILER SMALL EQUIPMENT	92540	2007 BIG TEX 24' PIPE TRAILER FLATBED TRAILER PUP	16VPX242672663402	Owned
TRAILER SMALL EQUIPMENT	92542	2019 CONTINENTAL TRAILER ENCLOSED	5NHUTWW24LF717845	Owned
TRAILER SMALL EQUIPMENT	92543	2020 CONTINENTAL TRAILER ENCLOSED	5NHUVHV28LF717840	Owned
TRAILER SMALL EQUIPMENT	92544	2020 PACE AMERICAN ENCLOSED TRAILER	53BPTB2XL026661	Owned
TRAILER SMALL EQUIPMENT	SB01	2009 VSS SCRUB BROOM	NONE	Owned
TRAILER SMALL EQUIPMENT	TR032	1991 BRITE	1B9E20207M1031704	Owned
TRAILER SMALL EQUIPMENT	TR033	1979 MILLER FLATBED TRAILER	22322	Owned
TRAILER SMALL EQUIPMENT	TR034	1982 JACOBSEN FLATBED TRAILER TILT	1J9DE2H2XCF015060	Owned
TRAILER SMALL EQUIPMENT	TR035	1987 JACOBSEN FLATBED TRAILER TILT	1J9DE2H20HF015849	Owned
TRAILER SMALL EQUIPMENT	TR040	2002 WSS OIL HEATER TRAILER	CA896051	Owned
TRAILER SMALL EQUIPMENT	TR041	SAW TRAILER	CAL226926 SE138877	Owned
TRAILER SMALL EQUIPMENT	TR042	1985 JACOBSEN FB	1J9DE2H25FF015410	Owned
TRAILER UTILITY	06400	1991 BUILT RITE FLATBED TRAILER	1B9E20205M1031703	Owned
TRAILER WATER	WW01	SHOP WATER WAGON	NONE	Owned
DOLLY	92421	1981 COMET DOLLY	1COC10016BA027852	Owned
DOLLY	92422	1985 FRUEHAUF DOLLY	1H4E00615FJ019005	Owned
TANKER	18090	1996 BEALL TANKER TRAILER	1BN2T4229TM961093	Owned
TANKER	18091	1996 BEALL TANKER TRAILER	1BN2T4420TM961094	Owned
TANKER	18770	1995 POLAR TANKER TRAILER	1PMA24221S1014972	Owned
TANKER	18850	1999 POLAR TANKER TRAILER	1PMA14325X1021559	Owned
TANKER	91404	1972 BEALL TANK TRAILER PUP	PT221172	Owned
TANKER	91409	1964 INDUSTRIAL TANK TRAILER PUP	202545	Owned
TANKER	91410	1996 FRUEHAUF TANK TRAILER	1H4T04429GL001803	Owned
TANKER	91412	1977 POLAR TANK TRAILER	2936	Owned
TANKER	91420	1984 BEALL TANK TRAILER	1BN2M4029EB001531	Owned
TANKER	91421	1998 ISOMETRICS TANK TRAILER	474T8001	Owned
TANKER	91422	1998 ISOMETRICS TANK TRAILER	474T8002	Owned
TANKER	92413	1973 PEERL	735885	Owned
TANKER	92414	1974 BEALL TANK TRAILER	D74265103	Owned
TANKER	93406	SPCNS SEMI TANK TRLR	DMV27361CA	Owned
TANKER PUP	91403	1975 PEERLESS TANK TRAILER PUP	T750744	Owned
TANKER PUP	92407	1969 BEALL TANK TRAILER PUP	P283A69	Owned
TANKER PUP	92408	1974 BEALL TRANLINER TANK TRAILER PUP	TT230373	Owned
TANKER PUP	92409	1975 SUPERIOR TANK TRAILER PUP	7502P	Owned
TANKER PUP	92411	1964 UTILITY W5H TANK TRAILER PUP	41303	Owned
TANKER PUP	92412	1964 UTILITY W5H TANK TRAILER PUP	41304	Owned
WATER PUMPS	90721	89 WASHRACK	NONE	Owned
WATER PUMPS	94033	ALKOTA PRESSURE WASHER RECOVERY	X177610	Owned
WATER PUMPS	PW02	2001 HOTSY PRESSURE WASHER & RECOVERY	165	Owned
WATER PUMPS	PW03	2001 JRI PARTS CLEANER	2420	Owned
WATER PUMPS	PW04	2005 HOTSY 871SS PRESSURE WASHER	H0805-103161	Owned
WATER PUMPS	PW05	2008 MI-T-M HEG3005 PRESSURE WASHER	15046173	Owned
WELDER	94064	1999 MILLER DX185 WELDER	MIL903585	Owned
WELDER	W001	LINCOLN	U1921210790	Owned
SPREADER RUBBER	DR018S	1979 BEARCAT RUBBER SPREADER (DR018)	BCRT71579	Owned
SPREADER RUBBER	DR028S	1989 ISI RUBBER SPREADER	AZ139184 SE546088	Owned
SPREADER RUBBER	DR048	2002 PETERBILT 378 RUBBER SPREADER	NONE	Owned
SNIFFER	SS01	SNIFFER	NONE	Owned
SNIFFER	SS02	SNIFFER	ISIAR100	Owned
SNIFFER	SS11	2016 SH0100A SNIFFER	1612415A	Owned
SNIFFER	SS12	2016 SH0100A SNIFFER	1612415B	Owned
CHIP SPREADER	CB018	2007 BEARCAT BC2001 CHIP SPREADER	NONE	Owned
CHIP SPREADER	CB020	2011 BEARCAT BC2001 CHIP SPREADER	11B9BC1620BA173004	Owned
CHIP SPREADER	CB021	2018 BEARCAT 2002/CRC CHIP SPREADER	NONE	Owned
CRACKSEAL MACHINE	94022	2007 CRAFTCO CRACKSEAL MACHINE	1C9ZV120071418165	Owned
CRACKSEAL MACHINE	94023	2015 CRAFTCO EZ1500 CRACKSEAL MACHINE	1C9ZE1229F1418213	Owned
CRACKSEAL MACHINE	94024	2016 CRAFTCO EZ1500 CRACKSEAL MACHINE	1C9ZE1223G1418144	Owned
CRACKSEAL MACHINE	94025	2017 CRAFTCO CV CRACK VAC	60400 60350-AZ03 60286K	Owned
CRACKSEAL MACHINE	94050	2017 CRAFTCO CV CRACK VAC	1C9TC1220H1418504	Owned



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 293727

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.
 Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.
 Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.
 Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 2/20/2019 3:42:21 PM

Business Information

VSS INTERNATIONAL INC
 PO BOX 981330
 WEST SACRAMENTO, CA 95798
 Business Phone Number: (916) 373-1500

Entity Corporation
 Issue Date 05/09/1974
 Expire Date 03/31/2021

License Status

This license is current and active.

All information below should be reviewed.

Classifications

A - GENERAL ENGINEERING CONTRACTOR
 B - GENERAL BUILDING CONTRACTOR
 C12 - EARTHWORK AND PAVING

Bonding InformationContractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 929111068

Bond Amount: \$15,000

Effective Date: 01/01/2016

Contractor's Bond History

Bond of Qualifying Individual

The qualifying individual JEFFREY RANDOLPH REED certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/07/2002

BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the DEPARTMENT OF INDUSTRIAL RELATIONS

Policy Number: 2106C

Effective Date: 08/01/1988

Expire Date: None

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



CONTRACTORS
 STATE LICENSE BOARD
 ACTIVE LICENSE



License Number **293727**

Entity **CORP**

Business Name **VSS INTERNATIONAL INC**

Classification(s) **A B C12**

Expiration Date **03/31/2021**

www.cslb.ca.gov





PAVEMENT SPECIALISTS

CONTRACTOR EXPERIENCE AND QUALIFICATIONS



2014-2020

www.slurry.com

VSS International, Inc. | About Us

VSS International, Inc. is the premier pavement preservation and maintenance contractor in the western United States. Specializing in chip seals (asphalt rubber and conventional), cape seals, multi-layers, slurry seal and micro surfacing preservation technologies. VSSI is a merger of three Basic Resource's entities: International Surfacing Systems, Valley Slurry Seal, Inc., and VSS Emultech. Their first pavement preservation operation dates back to 1951 for slurry seal and in the 1980's for asphalt rubber chip seal.

VSSI currently operates in Arizona, California, Oregon, Washington, Nevada, Idaho, New Mexico, and Texas. Apart from operating within the western U.S., VSSI has performed pavement preservation related projects throughout the world.

The company owns and operates three asphalt emulsion plants in California. These plants produce a broad range of emulsions for the highway industry, including sophisticated polymer and rubber modified materials for specialty applications. VSSI also manufactures the very best in asphalt rubber blending technologies, slurry/micro surfacing machines and emulsion mills. Our MacroPaver, MiniMac machines and Emultech mills can be found in service worldwide.

VSS International, Inc. offers a range of non-construction services including technical advice on all aspects of asphalt technology, from refining and product design to manufacture and application. They also offer agreements utilizing VSS technology in polymer and rubber modified asphalts, multi-grades, slurry and micro surfacing systems and equipment, chip sealing emulsions, emulsion manufacturing, and production mill packages.

VSSI belongs to the Basic Resources family of companies, and thereby has access to additional capabilities such as asphalt plants, concrete plants, and aggregate quarries belonging to sister companies. In addition, these sister companies provide expertise, subcontracting resources, and other opportunities to VSSI.

VSSI's broad range of capabilities and products allows them to maintain pavement for their clients with the best, most cost-effective procedures. It is their firm belief that the best way to grow their business is to provide the best possible products and customer service, thereby encouraging their clients to not only continue maintaining their valuable pavement infrastructure but also recommend pavement maintenance to additional clients.

VSS INTERNATIONAL, INC.

3785 CHANNEL DRIVE • WEST SACRAMENTO, CA 95691, USA
PHONE (916) 373-1500 • FAX NO. (916) 373-1438
CONTRACTOR'S LICENSE NO. CA 293727A • AZ 285579A • ID 13304-AAA-4(47)
NV 0014802A • OR 65821 • WA VSSINII875JW

PAVEMENT MAINTENANCE SPECIALISTS

VSS International Contracting Awards and Accolades

To whom It May Concern,

VSS International is pleased to submit a list of Contracting Awards and Accolades received from industry over the past twenty years. VSS International is committed to providing safe, sustainable, integrated and efficient pavement maintenance products. VSS International is a leader in our industry and often known as the "Pavement Specialist." This partial sampling of awards demonstrates the professionalism and exceptional practice we are committed to providing our customers.

International Slurry Surface Association – ISSA Presidents Award for Excellence:

- 2018 City of Apple Valley, CA – Pavement Preservation Project
- 2014 County of San Diego, CA – Citywide Slurry Seal Project No. 1018359
- 2013 County of Mendocino, CA - Multi-Layer Rehabilitation Project
- 2012 County of Santa Barbara, CA - County Wide Preventative Maintenance
- 2012 ISSA - 50 Years of Membership

Western Regional Association for Pavement Preservation – WRAPP Award of Excellence in Contracting:

- 2018 Caltrans District 09 – Contract 09-371004
- 2016 City of Rancho Palos Verdes, CA – Residential Street Rehabilitation Project
- 2015 City of Fairfield, Ca – Fiber Cape Seal Project

California Chip Seal Association – CCSA

- 2014 County of San Diego, CA - Slurry Project of the Year
- 2013 County of Mendocino, CA - Multi-Layer Project of the Year
- 2012 County of Santa Barbara, CA - Innovative Microsurfacing Project of the Year
- 2011 City of Stockton, CA - Cape Seal Project of the Year
- 2011 Caltrans District 06 - Slurry Project of the Year
- 2010 Caltrans District 08 - Contracting Excellence
- 2009 City of El Paso Robles, CA - Innovative Slurry Project of the Year
- 2008 City of San Jose, CA - Innovative Chip Seal Project of the Year
- 2007 City of Antioch, CA - Award of Excellence in Contracting
- 2002 City of Oakland, CA - Award of Excellence in Contracting
- 2006 City of West Sacramento, CA - Cape Seal Project of the Year
- 2006 City of King City, CA - Innovative Project of the Year
- 2005 City of Watsonville, CA - Award of Excellence in Contracting

Other Notable Awards

- 2016 Town of Moraga, APWA Project of the Year
- 2011 City of Santa Monica Airport, AGC/CA - Contractor Award Finalist
- 2001 Caltrans District 06, RPA - Presidents Award

Sincerely,

VSS International Team

VSS INTERNATIONAL, INC.

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PAVEMENT MAINTENANCE SPECIALISTS

VSS International, Inc.**Resume of Personnel**

Name	Title	Years of Construction Experience
Jeffrey Reed	President (OFFICER)	45 Years
Jeff Roberts	Vice President/General Mgr. (OFFICER)	30 Years
Jordan Reed	Treasurer, Secretary (OFFICER)	12 Years
Jon James	Operations Manager	39 Years
Richard Cross	Estimating and Development Manager	24 Years
Will Cross	Chief of Estimating	10 Years
Matt Ferguson	Construction Manager	13 Years
Greg Erks	Sr. Project Manager	39 Years
Michael Koenig	Sr. Project Manager	24 Years
Michael Harrison	Project Manager	18 Years
Parrish Bowes	Project Manager	25 Years
Roman Benedyuk	Safety & Compliance Manager	6 Years



VSS INTERNATIONAL, INC.

COMPLETED PROJECTS

OWNER / AGENCY/ CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	Date of Completion	Original Contract Amount	CONTACT
Stanislaus County Fairgrounds 900 North Broadway Turlock, CA 95380	Sealing Stanislaus County Fair Grounds	190,220 SF Microsurfacing Type II over Type III (Polymer Modified)	June 2014	\$96,768	Chris Borovansky (209) 668-1333 cpbora@stancofair.com
City of Aliso Viejo 12 Journey, Suite 100 Aliso Viejo, CA 92656	Fy 2012-13 Slurry Seal And Rehabilitation	2,079 ELT Type II Slurry Seal (Polymer Modified)	March 2014	\$575,949	Marc Fernandez (949) 425-2530 mfernandez@cityofaliso Viejo.com
City of Pleasanton 200 Old Bernal Avenue Pleasanton, CA 94566	Annual Slurry Sealing Of Various City Streets Project No. 125004	1,157,415 SF Type II Slurry Seal (Polymer Modified)	March 2014	\$203,560	Lorenzo King (925) 931-5650 lking@cityofpleasantonca.gov
City of Antioch 200 H Street Antioch, CA 94531	Pavement Maintenance Rubberized Cape	82,545 SY Rubberized Cape Seal (Polymer Modified Slurry Seal)	March 2014	\$469,495	Mike Bechtholdt (925) 779-6953 mbechtholdt@ci.antioch.ca.us
Town of Portola Valley 1780 Higgins Canyon Road Half Moon Bay, CA 94019	2012-2013 Street Surfacing Sub to Half Moon Bay Grading & Paving	30,691 SY Slurry Seal (Polymer Modified) 18,280 SY Cape Seal	May 2014	\$120,985	Howard Young (650) 851-1700 x 214 hyoung@portolavalley.net
City of Fremont 39550 Liberty Street Fremont, CA 94537	2013 Cape And Slurry Seal Project No. 8195-G (PWC)	338,366 SY Asphalt-Rubber Cape (Polymer Modified Micro)	May 2014	\$3,431,338	Craig Covert (510) 494-4785 ccovert@fremont.gov
Placer County 3091 County Center Drive # 220 Auburn, CA 95603	Roadway Surface Treatment, Summer 2013 Contract No. 1133	7,107 Tons Type II Microsurfacing 372,160 SY Asphalt Binder Chip Seal (Polymer Modified)	June 2014	\$2,014,877	Kevin Taber (530) 889-7565 KTaber@placer.ca.gov
County of Santa Barbara 123 East Anapamu Street Santa Barbara, CA 93101	Refugio Bike Lanes	30,000 SF Type I Slurry Seal (Polymer Modified)	June 2014	\$24,966	Cliff Replogle (805) 739-8776 Crepllog@cosbpw.net
City of Mesa Sub to Talis Corporation 2342 S. McClintock Drive Tempe, AZ 85282	F.A.S.T. (Project) E Pecos & S Mountain Rd Owner Job No. 13-041, Talis Project No 13041-01S	57,990 SY PMAR Chip Seal	June 2014	\$224,783	Chuck Walson (480) 557-6100 cwalson@talis.us
City of Arcata 736 F Street Arcata, CA 95521	2013 Streets Resurfacing Project	223,288 SY Microsurfacing (Polymer Modified)	July 2014	\$575,095	Terry Barney (707) 825-2174 tbarney@cityofarcata.org
City of Pico Rivera 6615 Passons Pico Rivera, CA 90660	Residential Resurfacing Program, Phase "E" - Cape Seal	356 ELT Type II Slurry Seal (Polymer Modified) 42,523 SY Asphalt Rubber Chip	September 2014	\$506,169	Enrique Chavez (562) 801-4415 EChavez@pico-rivera.org
City of Martinez 525 Henrietta Street Martinez, California 94553	Arnold Dr & Gilrix Dr Double Fiber Microsurfacing (Polymer Modified) Pavement Maintenance Project	190,220 SF Microsurfacing Type II over Type III (Polymer Modified)	October 2014	\$87,675	Joe Enke (925) 372-3524 jenke@cityofmartinez.org
Gary Merlino Construction 9125 10th Ave S Seattle, WA 98108	City of Seattle 2013 AAC-TIB No. 105Th Street & No. Northgate Way	191,296 SY Microsurfacing Type II (Polymer Modified)	July 2014	\$183,128	Brian Gabelein (206) 762-9125 BrianG@gmccinc.com
Maricopa County Department of Transportation 320 W. Lincoln Street Phoenix, AZ 85003	Rubberized Bituminous Surface Treatment Project Fy13, Contract No. 2013-003, C-64-13-105-5-00	785,742 SY Conventional Chip 1,762 Ton Rubber Asphalt Binder	May 2014	\$1,870,618	Leon Adair (602) 506-4684 LeonAdair@mail.maricopa.gov
City of Fremont 39550 Liberty Street Fremont, CA 94537	2014 Cape, Slurry and Crack Seal Project Project No. 8195H (PWC)	891,839 SY Slurry Seal (Polymer Modified) 133,000 LBS Crack Seal 652,141 SY Asphalt Rubber Chip Seal	May 2015	\$5,372,580	Ted Gnette (510) 494-4721 tgnette@fremont-goc
Town of Queen Creek 22358 S. Ellsworth Rd Queen Creek, AZ 85242	Queen Creek Micro Surfacing	Type II Microsurfacing	July 2015	\$163,107	Jan Martin (480) 747-0583 jan.martin@queencreek.org
City of Vacaville 650 Merchant Street Vacaville, CA 95688	2014 Slurry Seal Project	734,214 SY Slurry Seal (Polymer Modified) 145,448 LF Crack Seal	July 2015	\$1,307,904	Dan Sutton (707) 449-5195 dan.sutton@cityofvacaville.com
City of Phoenix 200 W. Washington St. 5th Floor Phoenix, AZ 85003	Phoenix 2015 JOC Crack Seal Project	663,205 LF Crack Seal 49,995 SQFT Fog Seal 28,575 SQFT Seal Coat	36 Month Contract	\$9,000,000	Ruben Martinez 602-495-2048
City of Fremont 39550 Liberty Street Fremont, CA 94537	Fremont 2015 Cape & Slurry Seal	391,583 SY Asphalt Rubber Cape Seal 665,303 SY Slurry Seal (Polymer Modified)	August 2015	\$4,044,000	Edward Nakayama (510) 494-4700 Enakayama@fremont.gov
City of Roseburg 900 SE Douglas Ave Roseburg OR 97470	Slurry Seals 2015	57,218 SY Type II Slurry Seal	September 2015	\$108,500	Rick Castle (541) 492-6730 rcastle@cityofroseburg.org
City of Sutherlin 126 E Central Ave Sutherlin OR 97479	Slurry Seal FY 15-16	16,899 SY Type II Slurry Seal 3000 Ft Slurry Seal Crack Sealing	September 2015	\$36,575	Adam Heberly (541) 391-4813 heberlyengineering@gmail.com
City of Springfield 225 Fifth St Springfield OR 97477	FY 2016 Slurry Seal	68,310 SY Type II Slurry Seal	August 2015	\$134,231	Terri White (541) 726-3628 twhite@springfield-or.gov

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OWNER / AGENCY/ CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	Date of Completion	Original Contract Amount	CONTACT
City of Fremont 39550 Liberty Street Fremont, CA 94537	2016 Annual Crack Seal Project	75,000 LBS CrackSeal	May 2016	\$212,777	Edward Nakayama (510) 494-4700 Enakayama@fremont.gov
Arizona Dept of Transportation 1651 West Jackson Street Phoenix AZ 85007	ADOT Carrizo-Whiteriver-Indian Pines Hwy (SR73)	875 Tons Type III Slurry Seal	June 2016	\$297,000	Brandon Campbell (602) 712-8257
City of Phoenix 200 W. Washington St, 5th Floor Phoenix, AZ 85003	Phoenix FAST Chip Seal	49,995 SQFT Fog Seal 28,575 SQFT Seal Coat	June 2016	\$1,500,000	Ruben Martinez (602) 495-2048
Town of Queen Creek 22358 S. Ellsworth Queen Creek, AZ	Fiber Micro Project	2,750 Tons Type II Fiber Micro Surfacing	May 2016	\$752,000	Jan Martin (480) 358-3003
City of Phoenix 200 W. Washington St. 5th Floor Phoenix, AZ 85003	Phoenix FAST Crack Seal Project	663,205 LF Crack Seal	September 2016	\$750,000	Ruben Martinez (602) 495-2048
City of Hanford 315 North Douty Street Hanford, CA 93230	FY 15/16 Cape Seal Project	87,500 Type II Micro Surfacing 87,500 SY Scrub Seal 25,000 SY Type III Micro Surfacing 25,000 SY Scrub Seal	October 2016	\$424,000	Lisa Dock (559) 585-2550 ldock@cityofhanfordca.com
City of Pocatello Idaho P.O. Box 4169 Pocatello ID 83205	2016 Pocatello Idaho Slurry Seal	150,000 SY Type II Slurry Seal	July 2016	\$250,000	Tom Kirkman (208) 234-6582 tkirkman@pocatello.id.us
City of Chubbuck Idaho P.O. Box 5604 Chubbuck ID 83202	Microsurfacing Overlay	194,130 SY Type III Microsurfacing	July 2016	\$234,897	Bryan Hall (208) 237-2409 bhall@cityofchubbuck.id.us
City of Roseburg Oregon 900 SE Douglas Ave Roseburg OR	Pavement Management Program - 2016 Slurry Seal	48,548 SY Type II Slurry Seal	August 2016	\$90,908	Rick Castle (541) 492-6730 rcastle@cityofroseburg.org
County of Mendocino 340 Lake Mendocino Dr Ukiah, CA, 95462	2016 AC Maintenance Project	78,000 SY Type III Micro Surfacing 78,000 SY Asphalt Rubber Chip Seal 82,000 SY Type II Slurry Seal	November 2016	\$2,210,000	Howard DaShiell (707) 463-4363 dashiellh@co.mendocino.ca.us
City of Seattle Washington 700 5th Ave, Rm 5300 Seattle WA 98104	2016 Non Arterial Maintenance Program Microsurfacing Project	427,000 SY Type II Microsurfacing	October 2016	\$930,000	Mark Sliger (206) 733-9936 mark.sliger@seattle.gov
City of Burien Washington 400 SW 152nd St, Ste 300, Burien WA 98166	2016 Slurry Seal Program	70,800 SY Type II Slurry Seal	October 2016	\$258,824	Brian Victor (206) 248-5539 brianv@burienwa.gov
City of Hanford 315 North Douty Street Hanford, CA 93230	FY 15/16 Slurry Seal Project	301,500 SY Type II Slurry Seal	October 2016	\$402,101	Lisa Dock (559)585-2550 ldock@cityofhanfordca.com
City of Visalia 707 W. Acequia Avenue Visalia, CA 93291	Asphalt Rubber Cape Seal 2016	90,000 SY Asphalt Rubber Chip Seal 90,000 Type I-III Micro Surfacing	September 2016	\$567,000	Purchasing Division (559) 713-4334 purchasing@visalia.city
City of Fairfield 1000 Webster Street Fairfield, CA 94533	2016 Seal Coat Project	160,000 SY Asphalt Rubber Chip Seal 185,000 SY Slurry Seal 380,000 SY Fiberized Slurry Seal	September 2016	\$1,627,000	Peter Wright (707) 428-7784 pwright@fairfield.ca.gov
City of Santa Clara 1500 Warburton Avenue Santa Clara, CA 95050	2016 Slurry Seal Project	366,100 SY Type II Slurry Seal	September 2016	\$1,346,345	Jing Deng (408) 615-3012 jdeng@santacalaraca.gov
Town of Victor Idaho 32 Elm Street Victor, ID 83455	Type III Micro Seal	14,080 SY Type III Micro Seal	July 2016	\$100,000	Robert Heuseveldt (208) 787-2357
City of Redding 777 Cypress Avenue Redding, CA 96001	Cape Seal 2016	308,000 SY Scrub Seal, 308,000 Type II Micro Surfacing	November 2016	\$1,117,794	Josh Watkins (530) 225-4781 jwatkins@ci.redding.ca.us
City of Rancho Palos Verdes 30940 Hawthorne Blvd. Rancho Palos Verdes, CA 90275	Residential Street Rehab Project Phase 2	1,119,684 SF ARAM 4,259,684 SF Slurry Seal Type II 293,200 SF Slurry Seal Type III	November 2016	\$1,885,000.00	Andy Winje (310) 544-5249
County of Pima 130 W. Congress St., 3rd Floor Tucson, AZ 85701	Pima County AZ Countywide Pavement Preservation	8,700 Tons Micro Surface Aggregate 1,350 Ton Micro Surface Emulsion 330,000 LBS Crackseal	August 2017	\$2,229,000.00	Anthony Schiavone (520) 724-3245 anthony.schiavone@pima.gov
City of Phoenix 1034 Madison Street Phoenix, AZ 85003	PMAR Chip and Scrub Seal	224,230 SY FAST 66,345 SY Scrub Seal	November 2017	\$1,180,175.00	Rick Evans (602) 495-6284
City of Yuba City 1201 Civic Center Blvd Yuba City, CA 95993	Yuba City Residential Resurfacing Project, Contract No. 16-08	383,437 SY Type II Slurry (Including Rubber Chip Seal Areas to form Cape Seal) 118,016 SY Asphalt Rubber Chip Seal	July 2017	\$1,339,120.00	Ben Moody (530) 822-4783 bmoody@yubacity.net
City of Phoenix 200 West Washington Street Phoenix, AZ 85003	Phoenix Crack Seal JOC	6,400 LF Crack Seal	October 2017	\$615,175.00	Ruben Martinez (602) 262-4659

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Town of Queen Creek 22358 S. Elsworth Queen Creek, AZ 85142-9311	Queen Creek Fiber Micro - PO #20170248	225 Tons Type II Fiber Micro Surfacing	May 2017	\$63,530.00	Jan Martin (480) 358-3746 jan.martin@queenecreek.com
City of Clovis 1033 Fifth Street Clovis, CA 93612	Clovis CA Rubberized Cape Seal 2017	140,093 SY Rubberized Cape Seal 253,703 SY Slurry Seal Type II Crack Sealing	August 2017	\$1,121,375.00	Thomas Cheng (559) 324-2374 thomasc@cityofclovis.com
City of Phoenix 200 West Washington Street Phoenix, AZ 85003	Phoenix AZ 2016 CMAQ Alley Dust Proofing	Chip Seal - 5,643 Tons Precoated Chips 507 Tons Liquid Asphalt	December 2017	\$2,477,169.00	Emeka Ekpe (602) 256-4107 emeka.ekpe@phoenix.gov
City of Clovis 1033 Fifth Street Clovis, CA 93612	Clovis CA Trail Pavement Maintenance	12,116 SY Slurry Seal Type I Crack Sealing	August 2017	\$61,377.00	Thomas Cheng (559) 324-2374 thomasc@cityofclovis.com
City of Chubbuck 560 Yellowstone Avenue Chubbuck, ID 83202	2017 Micro Surfacing Project	194,130 SY Micro Surfacing	August 2017	\$234,897.00	Rodney Burch (208) 237-2430 rburch@cityofchubbuck.us
County of Stanislaus 1010 10th Street, Suite 6700 Modesto, CA 95354	2017 Salida Pavement Preservation	38,170 SY Microsurfacing Type II 48,250 SY Asphalt Rubberized Chip Seal 5,000 Ton Slurry Seal Type II	September 2017	\$1,479,000.00	Sholb Ahrary ahrarays@stancounty.com
City of Hanford 315 North Douth Street Hanford, CA 93230	FY 16/17 Cape Seal Treatment Project	30,527 SY Type III Micro Surfacing 30,527 SY Scrub Seal	August 2017	\$210,000.00	Project Engineer (559) 585-2550
City of Hanford 315 North Douth Street Hanford, CA 93230	FY 16/17 Slurry Seal	182,751 SY Type II Slurry Seal	August 2017	\$229,000.00	Project Engineer (559) 585-2550
City of Lake Oswego 380 A Avenue Lake Oswego, OR 97034	2017 Preventative Street Maintenance	172,000 SY Slurry Seal	June 2017	\$425,120.00	Crystal Shum (503) 697-7420 cshum@ci.lakeoswego.or.us
City of Seattle 700 5th Avenue, Room 4112 Seattle, WA 98104	Seattle WA 2017 Non-Arterial Maint. Program (2017-021)	225,000 SY Type II Micro Surfacing	September 2017	\$647,848.00	Judy Keefe (206) 684-8032 judy.keefe@seattle.gov
Vintage Paving Co. Inc. 119 Main Street Winters, CA 95694	Solano County Widening Project Vacaville, CA	75,000 SY Slurry Seal Type II	August 2017	\$114,750.00	Robert Nickelson (530) 795-0132
County of San Mateo 400 County Center Redwood City, CA	2017 Bayside Cape and Slurry Seal Project	41,900 SY Cape Seal 23,950 SY Slurry Seal	August 2017	\$533,000.00	Zack Azzari (650) 599-1485 zazzari@smcgov.org
County of Sonoma 2300 County Center Drive Santa Rosa, CA 95403	2017 Pavement Preservation Project	5,544 Tons Slurry Seal Type III 2,759 Tons Screenings 280 Tons Asphaltic Emulsion 460 Tons Asphaltic Emulsion - Polymer Modified	September 2017	\$4,309,000.00	Liz Curelon (707) 565-2433 liz.curelon@sonoma-county.org
City of Wilsonville 29799 SW Town Ctr Loop East Wilsonville, OR 97070	2017 Street Maintenance	156,108 SY Slurry Seal Type I	September 2017	\$358,994.00	Mike Ward (503) 682-1011 ward@ci.wilsonville.or.us
Arizona Dept of Transportation 1651 West Jackson Street Phoenix, AZ 85004	H888001C SR66 Kingman Seligman Micro	7,261 Tons Aggregate Type III 944 Tons Emulsified Asphalt Polymer Modified	November 2017	\$1,582,000.00	Mahfuz Anwar (602) 712-7221 manwar@azdot.gov
City of San Mateo 330 West 20th Avenue San Mateo, CA 94403	2016 Citywide Slurry Seal Project	50,410 SY Type II Slurry Seal	10/14/17	\$764,120.00	Homayoun Ariasp P.E. (650) 522-7332 ariasp@cityofsanmateo.org
County of San Mateo 400 County Center Redwood City, CA	2017 Coastside Cape and Slurry Seal Project	24,400 SY Cape Seal 66,625 SY Slurry Seal	10/14/17	\$547,000.00	Eman Hosseini-Bidokhti (650) 363-4100 ehosseini-bidokhti@smcgov.org
Manteca Unified School District 2271 W. Louise Avenue Manteca, CA 95337	Brock Elliott Paving Project	Fiber Micro Seal Asphalt Repairs Crack Fill	September 2017	\$171,495.00	Dawn Everson (209) 858-0866
Town of Mammoth Lakes 437 Old Mammoth Road, Suite R Mammoth Lakes, CA 93546	2017 Road Maintenance Project	66,612 SY Microsurfacing 9,344 SY Slurry Seal 32,742 SY Fog Seal	August 2017	\$142,895.00	Ron Fansler (760) 965-3650 rfansler@townofmammothlakes.gov
City of Grass Valley 125 East Main Street Grass Valley, CA 95945	2017 Annual Street Rehabilitation Project	35,217 SY Cape Seal	August 2017	\$266,103.00	Catharine Dykes (530) 274-4373 catharined@cityofgrassvalley.com
Ames Construction 391 N. Main Street Corona, CA 92880	California Dept of Water Resources DWR Contract C51548 - Water Supply System Phase 2	114,290 SY Chip Seal	September 2017	\$197,721.70	Mike McGilton (951) 870-3979 mikemcgilton@amesco.com
George Reed, Inc. 140 Empire Avenue Modesto, CA 95354	Union Pacific Railroad Lathrop Facility	13,216 SY Rubberized Asphalt (SAMI)	November 2017	\$86,829.12	Mike Gourley, PM (209) 557-3108 mike.gourley@georgereed.com
Papich Construction Co. Inc. P.O. Box 2210 Pismo Beach, CA 93448	CalTrans Project 05-1G5804 Santa Barbara County Near Santa Maria	260 Tons Type III Slurry Seal	September 2017	\$79,300.00	Jeff McGuire (805) 473-3016 jmcguire@papichconstruction.com
Papich Construction Co. Inc. P.O. Box 2210 Pismo Beach, CA 93448	Paso Robles Airport Paso Robles, California	20,000 SY Slurry Seal	August 2017	\$94,630.00	Derek Todd (805) 473-3016 dtodd@papichconstruction.com
City of Visalia 707 W. Acequia Avenue Visalia, CA 93291	2017 Cape Seal Project Project No. 1410-7200/CP0247-999	117,068 SY Asphalt Rubber Chip Seal 29,870 SY Type I Micro-Surfacing 87,199 SY Type II Micro-Surfacing	3/20/18	\$816,000.00	Purchasing Division (559) 713-4334 purchasing@visalia.city

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Environmental Concepts Pavement Preservation Spec., Inc. 27801 Hale Court Tehachapi, CA 93561	City of Ridgecrest Fiberized Micro Surfacing	656,697 SF Type I Fiberized Microsurfacing 141,485 SF Type II Fiberized Microsurfacing	October 2017	\$485,355.94	Nancy Davis (661) 822-0472 envconcepts@bak,rr.com
City of Phoenix 1034 Madison Street Phoenix, AZ 85003	JOA #8 2018 Residential PMM Program	75,036 Gal. PMM Per Specification	June 2017	\$337,392.20	Rick Evans (602) 495-6284
City of Phoenix 1034 Madison Street Phoenix, AZ 85003	JOA #9 T2050 2018 Crack Seal Program	220,000 Lbs. Crack Seal 2,000 Lbs. Wide Crack Seal Mastic	May 2018	\$478,340.00	Rick Evans (602) 495-6284
City of Phoenix 1034 Madison Street Phoenix, AZ 85003	JOA #10 2018 Residential/Collector Crack Seal Program	320,000 Lbs. Crack Seal 2,000 Lbs. Wide Crack Seal Mastic	May 2018	\$604,840.00	Rick Evans (602) 495-6284
S. Chaves Construction Inc. 11545 Los Osos Valley Road, #C-3 San Luis Obispo, CA 93405	Repair Pavement at NASA Facilities Vandenberg AFB, California	220,230 SF Type II Slurry Seal	September 2017	\$83,687.40	James Meinert (805) 543-9340
City of South San Francisco 315 Maple Avenue South San Francisco, CA 94080	2017 Street Surface Seal Project Project No. 510-99999-ST1705	108,180 SY Slurry Seal 21,994 SY Scrub Seal	October 2017	\$754,120.00	Sam Baulista (650) 829-6668 sam.baulista@sfsf.net
Granite Construction P.O. Box 5127 Bakersfield, CA 93388	Bakersfield Municipal Airport N Taxilane Pavement Reconstruction COB Project #P7K200 FAA AIP #3-06-0320-020-2017	5,240 SY Asphalt Slurry Seal	May 2018	\$46,950.40	Darryl Ebel, CM (661) 399-3361 darrylebel@gcinc.com
Agee Construction Corp. P.O. Box 629 Clovis, CA 93613-0629	County of Tulare Terra Bella & Richgrove Road Improvement Project	354 Tons Slurry Seal Type II	April 2018	\$98,907.12	(559) 299-3290
Town of Queen Creek 22358 S. Elsworth Queen Creek, AZ 85142-9311	Queen Creek 2017 Micro-Surfacing	1,231 Tons Type III Fiber Micro Surfacing 1,538 Tons Type II Micro Surfacing	October 2017	\$851,172.03	Jan Martin (480) 358-3746 jan.martin@queenccreek.com
Idaho Transportation Department 3311 West State Street Boise, ID 83703	Idaho Project No. A020(228) Placing Micro-Surface Seal on SH 75 in Custer County, Key No. 20228	5,788 Tons Micro-Surfacing Aggregate 695 Tons Polymer Modified Emulsified Asphalt	October 2018	\$1,352,120.00	Matt Davison (208) 745-5686
George Reed, Inc. 140 Empire Avenue Modesto, CA 95354	South Galt Safe Route to School & Rehabilitation and SACOG Bicycle and Pedestrian Projects	1,451,891 SF Microsurfacing	July 2018	\$275,859.00	Adam Hanson (209) 523-0734
City of Page 697 Vista Avenue/P.O. Box 1180 Page, AZ 86040	City of Page Crack Seals, Seal Coats and Slurry Seals for City Streets & Parking Lots	23,816 SY Slurry Seal Type II 10,566 SY Slurry Seal 33,894 SY Micro Seal Type III	June 2018	\$205,000.00	Kyle Christiansen (928) 645-4300 kchristiansen@pageaz.gov
Environmental Concepts Pavement Preservation Spec., Inc. 27801 Hale Court Tehachapi, CA 93561	City of Wasco - Roadway Fiber Seal of Various Streets Wasco, CA	197,740 SF Double Fiber Seal 188,566 SF Single Fiber Seal	April 2018	\$198,575.00	(661) 821-5402
Environmental Concepts Pavement Preservation Spec., Inc. 27801 Hale Court Tehachapi, CA 93561	CalTrans District 11 Fiber Microsurfacing - SR-98/SR-7 El Centro, CA	200,000 SF Fiber Microsurfacing Type III Rubber Tire Roller W/Operator	July 2018	\$142,750.00	Brennen R. Davis (661) 477-9878 BRENNEN.envconcepts@bak,rr.com
Sonoma County Airport 2290 Airport Blvd. Santa Rosa, CA 95404	Pavement Preservation - Apron D Rehabilitation	Micro-Surfacing, Pavement Repairs, Fog Seal and Pavement Markings	August 2018	\$184,889.50	Jon Stout (707) 565-7243 jon.stout@sonoma-county.org
California Dept of Transportation 1727 30th Street Sacramento, CA 95816	Caltrans 07-3W6604 Los Angeles County	13,300 Ton Slurry Seal	December 2018	\$5,617,120.00	Sam Gallardo, PE (310) 345-0266
City of Prescott 201 S. Cortez Street Prescott, AZ 86303	FY18 Pavement Preservation Project No. 18-2157810-8930-90036	2,100 Tons Microsurfacing Dry Aggregate 360 Ton Microsurfacing Asphalt Emulsion 55,000 SY Slurry Seal 115,000 SY Fog Seal 115,000 SY Rubber Chip Seal	September 2018	\$2,590,000.00	Steve Guizzo (928) 777-1130 steve.guizzo@prescott-az.gov
City of Fairfield 1000 Webster Street Fairfield, CA 94533	Pavement Maintenance Project 2018 - Waterman Highlands, Southbrook	Chip Seal, Slurry Seal and Crack Seal	August 2018	\$2,990,000.00	Caroline Vedder (707) 428-7484
Environmental Concepts Pavement Preservation Spec., Inc. 27801 Hale Court Tehachapi, CA 93561	CalTrans Stockton Ben Holt, March Lane	208,000 SF Fiberized Micro-Surfacing Type III	August 2018	\$120,640.00	Brennen R. Davis (661) 477-9878 BRENNEN.envconcepts@bak,rr.com
Town of Apple Valley 14955 Dale Evans Parkway Apple Valley, CA 92307	Paving 17-18 Project No. 2018-01	214,389 SY Cape Seal 315,179 SY Chip Seal with Flush Coat 883 Ton Micro-Surfacing Type II	August 2018	\$1,660,120.00	Rich Berger (760) 240-7000 rberger@applevalley.org
Port of Oakland 530 Water Street Oakland, CA 94607	Middle Harbor Road Pavement Improvements (Slurry Seal)	76,000 SY Slurry Seal III	August 2018	\$281,120.00	Chris Chan, Chief Engineer (510) 627-1100 cchan@portoakland.com
Maricopa County 2901 W. Durango Street Phoenix, AZ 85009	MH1802 Asphalt Chip Seal	503,428 SY Chip Seal	August 2018	\$2,005,000.00	Leon Adair (602) 506-4684 leonadair@mail.maricopa.gov
Port of Stockton P.O. Box 2089 Stockton, CA 95201	Port of Stockton Admin Building Front and Back Parking Lots Stockton, CA	58,931 SF Fiberized Slurry Seal Type II Crack Fill and Striping	September 2018	\$37,230.00	Richard Navarro (209) 946-0246 navarro@stocktonport.com
Amador County Dept. of Transportation & Public Works 810 Court Street Jackson, CA 95842	2018 CSA 5 ZOB 8 Surrey Junction Road Maintenance Project County Project 349118001	7,250 SY Asphaltic Emulsion Chip Seal	August 2018	\$120,120.00	Jared Reinking, PE (209) 223-6226 jreinking@amadorgov.org
City of San Luis Obispo 919 Palm Street San Luis Obispo, CA 93401-3218	Roadway Sealing 2018 and Laurel Lane Complete Streets 2018	600,000 SY Slurry Seal Type II	October 2018	\$2,493,000.00	Khai Nguyen, PM (805) 781-7108 hnguyen@slcity.org

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Environmental Concepts Pavement Preservation Spec., Inc. 27801 Hale Court Tehachapi, CA 93561	Tulare Fibre Wasco Piggyback	150,005 SF Fiber Slurry Single 563,872 SF Fiber Slurry Double	June 2018	\$442,834.66	Brennen R. Davis (661) 477-9878 BRENNEN.envconcepts@bak,rr.com
City of Vacaville 650 Merchant Street Vacaville, CA 95688	2018 Slurry Seal	761,530 SY Modified Type II Slurry Seal	September 2018	\$1,817,000.00	Amer Rihani, PM (707) 449-5340
City of Fairfield 1000 Webster Street Fairfield, CA 94533	PMP 2018-Phase 2 Cordelia & Green Valley	Asphalt Rubber Chip Seal Type II Micro Surface Slurry Seal	October 2018	\$3,073,000.00	Doug Vong (707) 428-7784 dvong@fairfield.ca.gov
BC Traffic Specialist 1443 N. Miller Drive Colton, CA 92324	City of Carlsbad Shoulder Work	557,287 SF Micro Fiber Seal Type III 49,005 LF Cold Plane/Micro Grind	September 2018	\$458,387.62	Gary Rivers (714) 974-1100

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VSS International, Inc. Completed Projects List - 2019

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OWNER / AGENCY / CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	DATE OF COMPLETION	ORIGINAL CONTRACT AMOUNT	CONTACT
West Coast Materials 2190 Guinevere Ct Merced, CA 95340	Caltrans Stockton Ramps	Fiber Seal	June 2019	\$75,312	Stephen Hamilton (209) 777-6269 s_hamilton@westcoastmaterials.com
City of Phoenix, AZ - Street Transportation Dept. 1034 E Madison St Phoenix, AZ 85034	Project No. ST87400336-1	Scrub Seal	April 2019	\$827,034	Jose M. Rodriguez (602) 262-4054 jose.m.rodriguez@phoenix.gov
County of Siskiyou Department of General Services 305 Butte St Yreka, CA 96097	Scott Valley Airport Slurry Seal Project	Slurry Seal	October 2019	\$277,120	Scott Waite (530) 925-2629 Swaite@co.Siskiyou.ca.us
City of Carpinteria 5775 Carpinteria Ave Carpinteria, CA 93013	2019 Pavement Maintenance Project	Slurry Seal	August 2019	\$557,120	Debbie Talarico (805) 684-5405 debbiet@ci.carpinteria.ca.us
Maricopa County Department of Transportation 320 Lincoln St Phoenix, AZ 85003	Slurry Seal Treatment for County Roads	Slurry Seal	June 2019	\$1,016,000	Leon Adair (602) 506-4684 leonadair@mail.maricopa.gov
ADOT - Arizona Department of Transportation 206 S 17th Ave, MD 102A Phoenix, AZ 85007	179 YV 304 M699001C 179-A-NFA - RIMROCK-Sedona Hwy (SR179), RANGER STATION - CHAPEL RD	Fog Seal	July 2019	\$718,000	Steve Monroe (602) 712-7346 smonroe@azdot.gov
Town of Apple Valley 14955 Dale Evans Pkwy Apple Valley, CA 92307	Resurfacing 2019-01	Slurry	July 2019	\$1,375,120	Rich Berger (760) 240-7000 rberger@applevalley.org
City of Albany 1000 San Pablo Ave Albany, CA 94706	2018 Pavement Maintenance and ATP Striping & Signage Project	Slurry & Chip	October 2019	\$965,364	Robert Gonzales (510) 559-4270 rgonzales@albanyca.org
City of Clearlake 14050 Olympic Dr Clearlake, CA 95422	Moss/Davis Ave. Pavement Rehabilitation Project	Micro	June 2019	\$210,120	Gene Harris (707) 272-0687 gharris@clearlake.ca.us
Town of Carefree, AZ 8 Sundial Circle Carefree, AZ 85337	Pavement Preventative Maintenance Project 2019-101	Micro	April 2019	\$677,000	Gary Neiss (480) 488-3686 gary@carefree.org
Knife River Corporation 4055 Professional Way Idaho Falls, ID 83402	Lincoln Road Improvements, Bonneville County, Idaho	Micro	June 2019	\$120,800	Chris Boniface (805) 714-1212 chris.boniface@kniferiver.com
The Fishel Company 1366 Dublin Road Columbus, OH 43215	41st & Peoria Microseal	Micro	April 2019	\$8,556	Adam Aiken (520) 777-4696 aaiken@teamfishel.com
West Coast Materials 2190 Guinevere Ct Merced, CA 95340	Caltrans Sonora EB & WB SR-108 on & off ramps Mono Way EB & WB SR-108 on & off ramps at Phoenix Lake Road and Hess Ave.	Micro	June 2019	\$163,800	Stephen Hamilton (209) 777-6269 s_hamilton@westcoastmaterials.com
County of Bingham 501 N Maple #205 Blackfoot, ID 83221	Type 3 Micro-Surfacing Road Application Contract	Micro	July 2019	\$792,300	Troy Lenhart (208) 251-1043 tlenhart@co.bingham.id.us
City of Santa Cruz 809 Center Street, Rm 201 Santa Cruz, CA 95060	2019 Surface Seal Project (c400810)	Micro	July 2019	\$1,561,232	Ricardo Valdes (831) 420-5198 rvaldes@cityofsantacruz.com
County of Solano 675 Texas St, Ste 5500 Fairfield, CA 94533	Asphalt Rubber Cape Seal 2019	Asphalt Rubber Cape Seal	July 2019	\$2,138,120	Robert Liu (707) 784-6074 rliu@solanocounty.com
City of Pocatello 2405 Garrett Way Pocatello, ID 83201	Type III Nucri Surfacing Services	Micro	July 2019	\$498,500	Tom Kirkman (208) 234-6250 tkirkman@pocatello.us
County of Lake Public Services Department 16015 Davis Ave Clearlake, CA 95422	Landfill Road Repairs	Slurry	May 2019	\$42,900	Lars Ewing (707) 262-1618 lars.ewing@lakecounty.ca.gov
City of Foster City 610 Foster City Blvd Foster City, CA 94404	Fiber Seal Trial At Constitution Drive	Fiber Seal	July 2019	\$38,103	Francine Magno (650) 286-3388 Fmagno@fostercity.org
Anderson Striping PO Box 1014 Kingsburg, CA 93631	Modesto City Schools Seal Coat at various Sites/Beyer High School	Slurry	June 2019	\$56,387	Ed Woolley (559) 897-2760 ed@andersonstriping.com

ITEM 9.2.

VSS International, Inc. Completed Projects List - 2019

ATTACHMENT 2

OWNER / AGENCY / CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	DATE OF COMPLETION	ORIGINAL CONTRACT AMOUNT	CONTACT
City of Ripon 259 N Wilma Ave Ripon, CA 95366	Mulholland/California Resurface Projec DIR Project ID 286011	Slurry	February 2020	\$614,120	Elizabeth Quilici (209) 599-0236 equilici@cityofripon.org
Yucca Valley 58928 Busines Center Drive Yucca Valley, CA 92284	Town-Wide Slurry Seal Project #8340A	Slurry & Cape Seal	October 2019	\$922,000	Armando Baldizzone (760) 369-6579 abaldizzone@yucca-valley.org
G. Bortolotto & Company, Inc. 582 Bragato Rd San Carlos, CA 94070	2019 Rehabilitation Project CE - 17-18-19	Slurry & Chip	October 2019	\$915,120	Keving Forouhi (408) 615-3064 kforouhi@santaclaraca.gov
County of San Joaquin 1810 E Hazelton Ave Stockton, CA 95205-6232	Chip Seal 2018-2019	Chip Seal & Slurry	August 2019	\$2,279,000	Miguel Aguirre (209) 968-4876 miaguirre@sjgov.org
City of Healdsburg 401 Grove St Healdsburg, CA 95448	Healdsber 2018/2019 Measure V Pavement Rehibilatation Project No. 201-02	Micro & Chip	September 2019	\$940,120	Clay Thistle (707) 431-3346 cthistle@ci.healdsburg.ca.us
NDOT 310 Galletti Way Sparks, NV 89431	SR 208 and SR 824 in Lyon County	Slurry	August 2019	\$540,000	Gary Selmi (755) 829-8383 gselmi@dcsnv.com
Federal Highway Administration 610 E 5th St Vancouver, WA	WA NPS PP SAJH 2018(1)Pavement Preservation San Juan Island	Micro	September 2019	\$789,197	Michael Niemi (260) 619-7758 Michael.niemi@dot.gov
City of Yuba City 1201 Civic Center Blvd Yuba City, CA 95993	2019 Resurfacing Project Contract No. 18-09	Slurry	October 2019	\$534,424	Nicholas Menezes (530) 822-4640 nmenezes@yubacity.net
City of Sanger 2985 N Burl Ave Fresno, CA 93727	2019 Street Sealing Project	Slurry & Cape Seal	November 2019	\$689,029	Ryan Rabbon (559) 244-3123 RRabbon@yhmil.com
NDOT 1250 Lamoille Hwy, Ste 1154 Elko, NV 89801	US 93 in Elko and White Pine Counties	Slurry	October 2019	\$3,996,120	Mirak Mahari (775) 291-0213 mmahari@dot.nv.gov
City of Seattle 700 Fifth Ave Seattle, WA 98104	2019 Non Arterial Pavement Project PW#2019- 014	Slurry	September 2019	\$1,148,000	Joe Mathieu (206) 687-3781 joe.mathieu@seattle.gov
City of Victor 10 S Main St, Unit 101 Victor, ID 83455	2019 City of Victor Micro Seal	Micro	July 2019	\$50,298	Robert H (208) 787-2940 roberth@victorcityidaho.com
DSH-Atascadero 10333 El Camino Real Atascadero, CA 93422	Slurry Seal Services,	Slurry	November 2019	\$300,000	Tom Smet (805) 391-0948 thomas.smet@dsh.ca.gov
City of Vacaville 650 Merchant St Vacaville, CA 95688	2019 Slurry Seal Project	Slurry	September 2019	\$1,121,983	Amer Rihani (707) 449-5139 amer.rihani@cityofvacaville.com
Town of Apple Valley 14955 Dale Evans Pkwy Apple Valley, CA 92307	Resurfacing 2019-02	Mico	December 2019	\$1,840,120	Rich Berger (760) 240-7000 rberger@applevalley.org
NDOT 310 Galletti Way Sparks, NV 89431	SR 207/Kingbury Grade From US 50 to SR 206/Foothill Road	Micro & Chip	September 2019	\$1,392,909	Ashley Hurlbut (775) 881-8934 ahurlbut@dot.nv.gov
County of Calaveras 891 Mountain Ranch Rd San Andreas, CA 95249	West Point Bikeway Project	Micro Type III	September 2019	\$156,200	Joshua Ksenzulak (209) 754-6402 jksenzulak@co.calaveras.ca.us
City of Palo Alto 250 Hamilton Ave Palo Alto, CA 94303	FY 2019/2020 Streets Preventive Maintenance Project Re-Bid (175087 A)	Micro	November 2019	\$1,543,000	Brittany Leung (650) 329-2197 brittany.leung@cityofpaloalto.org
City of Anderson 1877 Howard St	2019 Cape Seal	Micro	October 2019	\$453,000	David Durette (530) 378-6641 ddurette@ci.anderson.ca.us
City of Merced 678 W 18th St Merced, CA 95340	Project No. 119065-Slurry Seal Various at Locations	Slurry Seal	November 2019	\$296,000	Paul Flores (209) 388-8708 floresp@cityofmerced.org
County of Santa Barbara Anderson, CA 96007	2018/2019 Pavement Pres. & Prevent. Maint.- County Project No. 820683	Chip & Slurry	December 2019	\$2,245,120	Eric Pearson (805) 681-5676 epearso@cosbw.net
City of Ceres 2220 Magnolia St	2019 Pavement Preservation Project	Chip & Slurry	November 2019	\$937,000	Sam Royal (209) 538-5617 Samir.royal@ci.ceres.ca.us

ITEM 9.2.**VSS International, Inc.**
Completed Projects List - 2019**ATTACHMENT 2**

OWNER / AGENCY / CUSTOMER	PROJECT TITLE	DESCRIPTION OF BIDDER'S WORK	DATE OF COMPLETION	ORIGINAL CONTRACT AMOUNT	CONTACT
City of Lindsay 150 N Mirage Ave Lindsay, CA 93247	2019 Asphalt Rubber Cape Seal Project	Cape Seal	October 2019	\$817,000	Neyba Amezcua (559) 562-7102 namezcua@lindsay.ca.us
City of King 212 South Vanderhurst Ave King City, CA 93930	2019 King City Slurry Project	Slurry Seal	November 2019	\$160,800	Octavio Hurtado (831) 386-5927 ohurtado@kingcity.com
City of Oakdale 280 North Third Ave Oakdale, CA 95361	Greger & Willowood Slurry Seal	Slurry Seal	December 2019	\$261,000	Michael Renfrow (209) 845-3600 mrenfrow@ci.oakdale.ca.us
AC Lopez Construction 310 S Clementine St Oceanside, CA 92054	Fox Field Asphalt 4725 William J Barnes Ave., Lancaster CA	Slurry	November 2019	\$245,442	Amber Lopez (562) 335-1048 amber@aclopez.com

MEMORANDUM



ITEM 9.3.

DATE: August 3, 2020

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, City Manager
Megan Siren, Senior Mgmt Analyst

SUBJECT: **A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT AMENDMENT NO. 185-2019-2 WITH CALPO HOM & DONG ARCHITECTS, INC. TO EXTEND THE CONTRACT TERM FROM DECEMBER 31, 2020 TO JUNE 30, 2021 AND INCREASE THE CONTRACT AMOUNT FROM \$23,710 TO AN AMOUNT NOT TO EXCEED \$167,367**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

Adoption of the Resolution will authorize the City Manager to execute Contract Amendment No. 185-2019-2 with Calpo Hom & Dong Architects, Inc. for continued architectural services for the Rancho Cordova Youth Center. The proposed amendment will extend the contract term from December 31, 2020 to June 30, 2021 and increase the contract amount from \$23,710 to an amount not to exceed \$167,367

BACKGROUND

The City Council authorized the lease agreement with Center of Praise Ministries, Inc. in January 2020 to establish a location for the Rancho Cordova Youth Center. The City retained Calpo Hom & Dong Architects, Inc. in December 2019 to provide initial site evaluation and amended the contract in April 2020 to provide initial architectural review of the property to assist the City with the capital improvements.

The proposed contract amendment 185-2019-2 will allow Calpo Hom & Dong Architect, Inc. to continue with architectural services and engineering services to provide design options for the building remodel and provide construction cost estimates. Once the complete evaluation of the building has been completed, Staff will be returning to Council with more detailed information regarding the capital improvements and capital costs associated with the project.

FISCAL IMPACT AND FUNDING SOURCE

Funding for Contract Amendment 185-2019-2 with Calpo Hom & Dong Architects, Inc. is from the Rancho Cordova Youth Center project which consists of funding from the Capital Facility Projects Fund and Community Enhancement Fund that covers the contract amendment.

ATTACHMENT(S)

1. Resolution
2. Professional Services Agreement - Amendment

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA, STATE OF CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO 185-2019-2 WITH CALPO HOM & DONG ARCHITECTS, INC. TO EXTEND THE CONTRACT TERM FROM DECEMBER 31, 2020 TO JUNE 30, 2021 AND INCREASE THE CONTRACT AMOUNT FROM \$23,710 TO AN AMOUNT NOT TO EXCEED \$167,367

WHEREAS, the Parties entered into Professional Services Agreement (PSA) 185-2019 on December 1, 2019 in an amount not to exceed \$7,740 for the purposes of providing preliminary architectural services for the Rancho Cordova Youth Center; and

WHEREAS, the Parties amended the PSA on April 1, 2020 in an amount not to exceed amount of \$23,710 for the purposes of providing additional review of the facility by technical fields for the Rancho Cordova Youth Center; and

WHEREAS, the City needs additional architectural and engineering services to advance the Rancho Cordova Youth Center project and wishes to extend the contract term from December 31, 2020 to June 30, 2021 and increase the contract amount from \$23,710 to an amount not to exceed \$167,367; and

WHEREAS, the services will exceed the maximum amount the City Manager has authorization to approve; and

WHEREAS, funding for the contract amendment will be from the Rancho Cordova Youth Center capital project including the Capital Infrastructure Fund and Community Enhancement Fund which has sufficient budget to cover the contract.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize the City Manager to execute contract amendment 185-2019-2 with Calpo Hom & Dong Architects, Inc. to extend the contract term from December 31, 2020 to June 30, 2021 and increase the contract amount from \$23,710 to an amount not to exceed \$167,367 and in a form approved by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of August 2020 by following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ITEM 9.3.

ATTACHMENT 1

ATTEST:

Stacy Leitner, CMC
City Clerk

David M. Sander, Mayor

**SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF RANCHO CORDOVA AND CALPO HOM & DONG ARCHITECTS, INC.**

This Second Amendment to the Agreement for Professional Services ("Amendment") is made by and between the City of Rancho Cordova ("City") and Calpo Hom & Dong Architects, Inc. ("Professional") as of July 1, 2020. City and Professional are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties entered into a Professional Services Agreement ("PSA") dated December 1, 2019 and Amendment No. 1 to the PSA dated April 1, 2020 for the purpose of providing architectural services for the Youth Center; and

WHEREAS, this Amendment will increase the scope of services and fee to allow for additional review of the facility by technical fields; and

WHEREAS, the Parties agree that changes to the term and services provided for in the PSA are necessary in order for the City to continue receiving services by Professional.

NOW, THEREFORE, the Parties hereto agree as follows:

AGREEMENT

1. The Parties agree to modify the end date of the PSA from December 31, 2020, to June 30, 2021. The first sentence of Section 1.1 of the PSA, "Term of Service," is amended to read as follows:

"The term of this Agreement shall begin on the date first noted above and shall end on June 30, 2021, and Professional shall complete the work described in Exhibit A prior to that date; unless the term of the Agreement is otherwise terminated or extended, as provided in Section 8."

2. Section 2 of the PSA, "Compensation," provides for the City to pay Professional a sum not to exceed \$23,710. The Parties agree to amend Section 2 of the PSA in order to increase the compensation amount to pay Professional for additional services. The first sentence of Section 2 of the PSA is amended to read as follows:

"City hereby agrees to pay Professional a sum not to exceed One Hundred One Hundred Sixty Seven Thousand Three Hundred Sixty Seven Dollars (\$167,367), notwithstanding any contrary indication that may be contained in Professional's proposal, for services to be performed and reimbursable costs incurred under this Agreement."

3. The document entitled "Scope of Work," attached hereto as Exhibit A, shall be in addition to the original PSA's Exhibit A.

4. The document entitled "Compensation Schedule," attached hereto as **Exhibit A**, shall be in addition to the original PSA's **Exhibit A**.
5. All other terms and conditions in the PSA shall remain in full force and effect to the extent they are not in conflict with this Amendment.
6. The signatures of the Parties to this Amendment may be executed and acknowledged on separate pages or in counterparts which, when attached to this Amendment, shall constitute one complete Amendment.
7. **Contract Administration.** This Agreement shall be administered by Megan Siren ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

Notices. Any written notice to Professional shall be sent to:
 Calpo Hom & Dong Architects, Inc.
 Attn: Karl Chan
 2120 20th Street
 Sacramento, CA 95818
 Email Address (for Insurance Update Requests):
 kchan@cdarchitects.com

Any written notice to City shall be sent to:
 City of Rancho Cordova
 Attn: Megan Siren, Senior Management Analyst
 2729 Prospect Park Drive
 Rancho Cordova, CA 95670

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year first above written.

CITY OF RANCHO CORDOVA

PROFESSIONAL

Cyrus Abhar, City Manager



Loangle Newsome, Principal

Date: _____

Date: 23 July 2020

Attest:

Stacy Leitner, CMC, City Clerk

Date: _____

Approved as to Form:

Adam U. Lindgren, City Attorney

Date: _____

WORK ORDER

Page 1 of 5

Date: July 9, 2020 Amendment 3

CH&D Project Number: 19239.02

CH&D WO No.: 0710020

The Client:

2729 Prospect Park Drive
 Rancho Cordova, CA 95670
 Phone: (916) 851-8892

msiren@cityofranchocordova.org

Attention: **Ms. Megan Siren**

In accordance with the referenced Space Plans (dated June 23, 2020), authorization is requested to proceed with the Scope of Work as defined below.

Job Name: Rancho Cordova PAL Youth Center

Job Location: 10455 Investment Circle, Rancho Cordova, CA

Scope and Fees of Architectural Services:

1. **Limited Field Investigations and Report Findings:** CH&D and its consultants may conduct "spot" check field investigation of existing equipment to make recommendations as it relates to the current mechanical, plumbing and electrical system. Additionally, structural engineer will also "spot" check to recommend which exiting walls need to remain and which walls can be removed. A report will be generated regarding the findings of the field investigation. The current space is a vacant space in "Vanilla shell" condition.

Fee: *Already Included on previous Work Authorization.*

2. **Architectural Services:**

- A. **Space Planning:** Fees include initial Space /Test-fit plan and up to 2 minor revisions, per locations. Any major revisions requested by client/tenant will be invoiced per CH&D's hourly rates.

The space plan will be based on discussions per conference call (3/2/2020) and client provided program per Will Tate (email dated 2/28/2020) to Jay Coad (CBRE project Manager). The space plan may identify wall locations, door locations, electrical / communications receptacle locations, basic footprint location(s) of the Tenant's modular furniture systems (MFS) and any other tenant requested / required items.

Upon Client's request CH&D may also develop a pricing plan for the client's general contractor's costing of the scope for this phase.

Fee: **Eight Thousand Dollars (\$8,000.00) + Reimbursable Expenses**

- B. **Public Bid / Permit Drawing Documentation:** CH&D shall develop public bid / permit level architectural, structural, mechanical, plumbing, and electrical drawing documents. Concurrent with the development of CH&D's public bid / permit level architectural, structural, mechanical, plumbing, and electrical drawing documents, CH&D shall assist the Client with the selection of interior finish materials; plumbing fixtures; and electrical fixtures. CH&D shall review these documents with the project team and shall

WORK ORDER

Page 2 of 5

supplement these documents with any Sheriff Department's project manager requested security protocols (ie such as lacking hardware updates, panic alarms, AV security cameras, and horn / strobe assemblies for barrier free accessibility compliance).

Fire sprinkler (and fire alarm if applicable) fire department permit plan documents shall be facilitated by a design build permit document preparation process and shall be prepared as separate (supplemental) plan check submittal by the awarded contractor's fire sprinkler / fire alarm vendor.

Security, panic alarms, AV security cameras, horn / strobe assemblies, specifications, and other security specialties design shall be provided to CH&D by the Client's direct hire 3rd party vendor(s).

Note: the security protocol enhancements shall be focused in the area of improvements only. Should security protocols be required that extend beyond the immediate areas of improvements, CH&D and the Client with address the added scope of design services as Supplement Services.

Fee: Eleven Thousand Dollars (\$11,000.00) + reimbursable expense.

***Permit submittal is not included in CD phase of work.** Project plan check submission and coordination with the City of Rancho Cordova Building Department and local Fire Department shall be facilitated by the Client. IF requested by the Client, as a Supplemental Service, CH&D may assist the Client with the application to the City of Rancho Cordova Building Department, and the local fire department authority for a building permit for the proposed project. CH&D shall address and resolve plan check comments issued by the City of Rancho Cordova Building Department and the local fire department authority. Resubmission of any responses to Rancho Cordova Building and local Fire Department plan check comments shall be facilitated by the Client.

- C. Planning Approval:** Preparing documents (e.g. drawings) for planning approval if required.

Fee: Five Thousand Dollars (\$5,000.00) + reimbursable expense

- D. Interior Design (ID):** CHD's interior design services may include: assisting the Client with colors, materials, finishes, finish patterns and light fixtures selections; detailing of flooring patterns; special detailing of ceilings, lighting patterns, the reception counter, lobby focus areas and conference areas; elevations and detailing of millwork; color/materials board for use in presenting to the client's staff; and general coordination with the client and/or general contractor for finish locations. Finish materials may not be limited to the building standard materials; however, the base level of quality shall not be lower than the building standard level of finishes.

Fee: Eight Thousand Seven Hundred Dollars (\$ 8,700.00) + Reimbursable Expenses.

- E. City Council Presentation:** CH&D may prepare Documents to present to City Council. This may include drawings and renderings for concepts of interior space and exterior facades. Also included is up to two meetings with project team and one presentation to City Council members. Suggest this scope be completed on CH&D's hourly rate with a suggested allowance.

Fee: Suggested allowance Eight Thousand Dollars (\$ 8,000.00) + reimbursable expenses.

calpo hom & dong ARCHITECTS**WORK ORDER**

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F. Bidding Assistance: Project bid instructions / invitations, bidding, and bid evaluations shall be facilitated by the Client. IF requested by the Client, *as a Supplemental Service*, CH&D may assist the Client with: responses to BID RFI's; pre-bid project tours with the bidders; assembly of bid instructions; and bid evaluations.

G. Limited Construction Administration Services: CH&D may provide limited construction administration services as requested by the Client. This may include: on site project meetings; review of payment requests; client representation services; review and comment to vendor costs / submittals / shop drawings; and request for supplemental services. Invoiced as used.

Fee: *Suggest Initial Allowance to Start Five Thousand Dollars (\$ 8,000.00) + reimbursable expense.*

***If additional construction administration is requested beyond the original budget, CH&D may charge the client for supplemental services per their hourly rate.**

H. Book Specification for Public Bid: At client's option and request CH&D may provide book specification for public bidding. This includes architectural and consultants.

Fee: *Nineteen Thousand Five Hundred Dollars (\$ 19,500.00) + reimbursable expense.*

B. Architectural and Consultant Services Fee Summary:

Architectural	\$ 48,700.00
Reimbursable Allowance	\$ 3,000.00
Book Specification for Public Bid	\$ 19,500.00
Total Architectural Fee:	\$ 71,200.00

** CH&D may provide supplemental services beyond the anticipated scope of work at their hourly rate when requested by client.*

Please indicate your acceptance of the terms of this Work Order by signing below and returning an executed copy to CH&D for our records.

Requested by:



Signature

Loangle Newsome, Principal #C22048

Name and Title

23 July 2020

Date

Approved by Client:

Signature

Name and Title

Date

WORK ORDER

Page 4 of 5

Conditions of Services:**1) HOURLY RATES:**

Principal-in-Charge	\$ 210.00/hr.
Project Architect	\$ 195.00/hr.
Project Captain	\$ 145.00/hr.
Project Planner/Designer	\$ 135.00/hr.
Sr. CADD Support	\$ 115.00/hr.
CADD Support	\$ 95.00/hr.

2) REIMBURSABLE EXPENSES: for printing, deliveries, travel, plotting, reproduction, government fees paid on Client's behalf, etc. shall be invoiced at 1.10 of cost.

3) *SUPPLEMENTAL SERVICES: CH&D may provide the following Supplemental/Extra services at their hourly rate when requested by the Client and/or the Client's General Contractor (but not limited to):

- a) Additional Field Verifications (beyond scope above)
- b) Full Exterior site verifications
- c) Space Plan Revisions
- d) Interior Design Services
- e) Exterior Improvements
- f) Bidding Assistance
- g) Design Solutions
- h) T-24 Thermo Improvements
- i) Phased Construction building permit application
- j) Plan Check submissions and expediting
- k) Building shell core design
- l) Tenant square footage historical record keeping and updates
- m) Revisions to Space Planning during construction documents phase
- n) Barrier free access survey, corrective solutions and construction documents
- o) Civil, Fire Protection and Alarm Engineering Services
- p) CalGreen/LEED Documentation
- q) Construction Phase Services (beyond scope above)

4) INVOICING AND PAYMENT: CH&D shall invoice for the percentage of work and/ or hours completed on a monthly basis. Supplemental services and reimbursable expenses shall be invoiced monthly for the services incurred. Supplemental services and reimbursable expenses shall be separately itemized and invoiced in Addition to the basic fee. Payment is due upon presentation of CH&D's invoice. All amounts due past 30 days of the posted invoice date shall incur interest at 18% per annum on the unpaid balance. In the event the Architect's invoice is 30 or more days past due, CH&D reserves the right to stop all work on Client's project, with no penalty to CH&D, until the outstanding balance is paid in full.

5) LIMITS OF LIABILITY: CH&D's total liability arising from error and omissions shall be limited to CH&D's Basic Services fee. In the event of any disputes, suits, actions or proceedings arising from or based upon this agreement and/or the Architect's work, both parties agree to make every effort possible to resolve issues through good faith mediation efforts prior to involving litigation. Both parties also agree that arbitration, binding or otherwise, will not be used as a vehicle for resolution.

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WORK ORDER

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No officer, director, shareholder or employee of CH&D shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages of any kind or character arising out of or in any way related to this Agreement or the services provided by CH&D on this assignment / project.

6) PROFESSIONAL ARCHITECTURAL SERVICES: Client recognizes the risks inherent in architecture, engineering, construction bidding and construction. The Client recognizes and accepts the conditions of governmental approvals, governmental interpretations of building codes, governmental interpretations of zoning codes, public utilities requirements, governmental and public utilities time schedules and civil courts interpretations of ADA guidelines are beyond and not within the purview and control of CH&D. CH&D's services shall be performed with the usual standard level of thoroughness and competence of the architectural profession. No warranty, representation or certification, either expressed or implied, is provided

7) DOCUMENT OWNERSHIP: Client recognizes the construction documents and related correspondences are instruments of the Architect's (CH&D's) services. Ownership of these instruments of the Architect's services remains with the Architect.

In the event Client utilizes CH&D's instruments of services with another entity, CH&D is entitled to equitable compensation.

In the event the Client utilizes CH&D's instruments of services with another entity, both the Client and CH&D agree to indemnify one another for any and all errors and omissions arising from the use of CH&D's instruments of services.

8) TERMINATION OF PROFESSIONAL ARCHITECTURAL SERVICES: In the event the Client and / or CH&D wishes to terminate services, both parties agree to notice one another (in writing) 15 calendar days prior to termination of this agreement. Payment for CH&D's services completed to date shall be paid by the Client to CH&D within 30 days from the date of receipt of the written notice of termination of services. Upon CH&D's receipt of the Client's payments for CH&D's services rendered to date, CH&D agrees to issue one printed copy of the design documents completed to date.

The Client agrees the design documents are instruments of the Architect's (CH&D's) services.

9) VALIDITY: This proposal shall be valid for 30 days after being submitted to the Client. Failure of either party to approve this proposal by that date may render it void.

MS 
AH _____

WORK ORDER

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Date: July 21, 2020 Amendment 4

CH&D Project Number: 19239.03

CH&D WO No.: 072120

The Client:

2729 Prospect Park Drive
Rancho Cordova, CA 95670
Phone: (916) 851-8892

msiren@cityofranchocordova.orgAttention: **Ms. Megan Siren**

In accordance with the referenced Space Plans (dated June 23, 2020), authorization is requested to proceed with the Scope of Work as defined below.

Job Name: Rancho Cordova PAL Youth Center**Job Location:** 10455 Investment Circle, Rancho Cordova, CA**Scope and Fees of Consultant Engineering Design and CD Services:**

1. **Engineering Design and Public Bid / Permit Drawing Documentation:** See attached proposals for details
2. **Bidding Assistance:** Project bid instructions / invitations, bidding, and bid evaluations shall be facilitated by the Client. IF requested by the Client, *as a Supplemental Service*, CH&D may assist the Client with: responses to BID RFI's; pre-bid project tours with the bidders; assembly of bid instructions; and bid evaluations.
3. **Limited Construction Administration Services:** CH&D may provide limited construction administration services as requested by the Client. This may include onsite project meetings; review of payment requests; client representation services; review and comment to vendor costs / submittals / shop drawings; and request for supplemental services. Invoiced as used.

Fee: *For the engineering Consultants, it is included in their fee proposal below.*

***If additional construction administration is requested beyond the original budget, CH&D may charge the client for supplemental services per their hourly rate.**

4. **Book Specification for Public Bid:** At client's option and request CH&D and its consultants may provide book specification for public bidding.

Fee: *Fees are included with the architectural proposal.*

calpo hom & dong ARCHITECTS**WORK ORDER**

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A. Summary of Engineering Consultant Services Fee Summary:

Structural Engineering/CD and Construction Admin.	\$ 16,800.00
Mechanical/Plumbing Design/Construction Administration	\$ 18,950.00
Electrical Design/CD and Construction Administration	\$ 17,400.00
Landscape Architecture	\$ 12,720.00
10% Admin fee for consultant's proposal fees :	\$ 6,587.00
Total Architectural Fee:	\$ 72,457.00

** CH&D may provide supplemental services beyond the anticipated scope of work at their hourly rate when requested by client.*

Please indicate your acceptance of the terms of this Work Order by signing below and returning an executed copy to CH&D for our records.

Requested by:



Signature

Approved by Client:

Signature

Loangle Newsome, Principal #C22048

Name and Title

Name and Title

23 July 2020

Date

Date

calpo hom & dong ARCHITECTS**WORK ORDER**

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Conditions of Services:**1) HOURLY RATES:**

Principal-in-Charge	\$ 210.00/hr.
Project Architect	\$ 195.00/hr.
Project Captain	\$ 145.00/hr.
Project Planner/Designer	\$ 135.00/hr.
Sr. CADD Support	\$ 115.00/hr.
CADD Support	\$ 95.00/hr.

2) REIMBURSABLE EXPENSES: for printing, deliveries, travel, plotting, reproduction, government fees paid on Client's behalf, etc. shall be invoiced at 1.10 of cost.

3) *SUPPLEMENTAL SERVICES: CH&D may provide the following Supplemental/Extra services at their hourly rate when requested by the Client and/or the Client's General Contractor (but not limited to):

- a) Additional Field Verifications (beyond scope above)
- b) Full Exterior site verifications
- c) Space Plan Revisions
- d) Interior Design Services
- e) Exterior Improvements
- f) Bidding Assistance
- g) Design Solutions
- h) T-24 Thermo Improvements
- i) Phased Construction building permit application
- j) Plan Check submissions and expediting
- k) Building shell core design
- l) Tenant square footage historical record keeping and updates
- m) Revisions to Space Planning during construction documents phase
- n) Barrier free access survey, corrective solutions and construction documents
- o) Civil, Fire Protection and Alarm Engineering Services
- p) CalGreen/LEED Documentation
- q) Construction Phase Services (beyond scope above)

4) INVOICING AND PAYMENT: CH&D shall invoice for the percentage of work and/ or hours completed on a monthly basis. Supplemental services and reimbursable expenses shall be invoiced monthly for the services incurred. Supplemental services and reimbursable expenses shall be separately itemized and invoiced in Addition to the basic fee. Payment is due upon presentation of CH&D's invoice. All amounts due past 30 days of the posted invoice date shall incur interest at 18% per annum on the unpaid balance. In the event the Architect's invoice is 30 or more days past due, CH&D reserves the right to stop all work on Client's project, with no penalty to CH&D, until the outstanding balance is paid in full.

5) LIMITS OF LIABILITY: CH&D's total liability arising from error and omissions shall be limited to CH&D's Basic Services fee. In the event of any disputes, suits, actions or proceedings arising from or based upon this agreement and/or the Architect's work, both

MS
 AH

WORK ORDER

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parties agree to make every effort possible to resolve issues through good faith mediation efforts prior to involving litigation. Both parties also agree that arbitration, binding or otherwise, will not be used as a vehicle for resolution.

No officer, director, shareholder or employee of CH&D shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages of any kind or character arising out of or in any way related to this Agreement or the services provided by CH&D on this assignment / project.

6) PROFESSIONAL ARCHITECTURAL SERVICES: Client recognizes the risks inherent in architecture, engineering, construction bidding and construction. The Client recognizes and accepts the conditions of governmental approvals, governmental interpretations of building codes, governmental interpretations of zoning codes, public utilities requirements, governmental and public utilities time schedules and civil courts interpretations of ADA guidelines are beyond and not within the purview and control of CH&D. CH&D's services shall be performed with the usual standard level of thoroughness and competence of the architectural profession. No warranty, representation or certification, either expressed or implied, is provided

7) DOCUMENT OWNERSHIP: Client recognizes the construction documents and related correspondences are instruments of the Architect's (CH&D's) services. Ownership of these instruments of the Architect's services remains with the Architect.

In the event Client utilizes CH&D's instruments of services with another entity, CH&D is entitled to equitable compensation.

In the event the Client utilizes CH&D's instruments of services with another entity, both the Client and CH&D agree to indemnify one another for any and all errors and omissions arising from the use of CH&D's instruments of services.

8) TERMINATION OF PROFESSIONAL ARCHITECTURAL SERVICES: In the event the Client and / or CH&D wishes to terminate services, both parties agree to notice one another (in writing) 15 calendar days prior to termination of this agreement. Payment for CH&D's services completed to date shall be paid by the Client to CH&D within 30 days from the date of receipt of the written notice of termination of services. Upon CH&D's receipt of the Client's payments for CH&D's services rendered to date, CH&D agrees to issue one printed copy of the design documents completed to date.

The Client agrees the design documents are instruments of the Architect's (CH&D's) services.

9) VALIDITY: This proposal shall be valid for 30 days after being submitted to the Client. Failure of either party to approve this proposal by that date may render it void.

MS 
AH _____

MEMORANDUM

ITEM 10.1.



DATE: August 3, 2020

TO: Honorable Mayor and Council Members

FROM: Nicholas Sosa, Associate Planner

SUBJECT: **3565 RECYCLE ROAD TENTATIVE PARCEL MAP; PROJECT NO. DD9974 – LOCATED BETWEEN RECYCLE ROAD AND SUNRISE BOULEVARD**

PROPERTY OWNER:	APPLICANT/DEVELOPER:
S&A Commercial Properties LLC	RFE Engineering
Shahen Seyranyan	2260 Douglas Boulevard, Suite 160
3440 Recycle Road	Roseville, CA 95661
Rancho Cordova, CA 95742	

PROJECT:	3565 Recycle Road Tentative Parcel Map
FILE:	DD9974
LOCATION:	3565 Recycle Road
APN:	072-0570-006-0000
PLANNER:	Nicholas Sosa, Associate Planner

RECOMMENDATION

Adopt the Resolution.

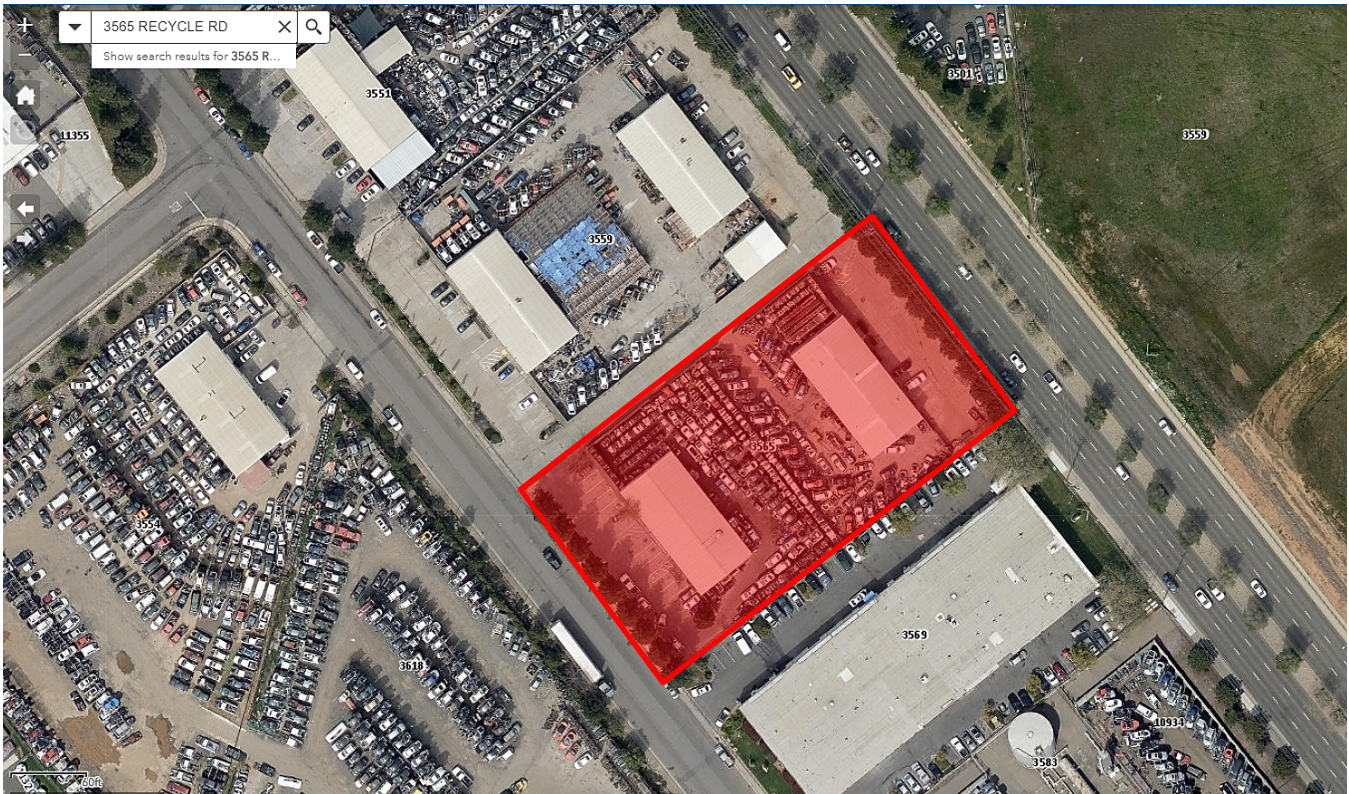
RESULT OF RECOMMENDED ACTION

Adoption of the Resolution would approve the Applicant's request to subdivide an existing 1.362+/- acre parcel into two separate parcels. This would allow for the sale, lease, or financing of the two individual buildings that are currently located on-site.

BACKGROUND

The project is zoned M-2 (Heavy Industrial/Manufacturing) and located at 3565 Recycle Road within the South Sunrise Special Planning Area (SSSPA) **See Figure 1**. The property consists of 2 existing dismantlers with separate dismantling yards and buildings. According to the Sacramento County Assessor's information, the buildings were built in 1989 and are 5,000 square feet with separate utilities, including water, sewer, and electrical. Each building also has its own parking and pedestrian accessibility and access to the rear building facing Sunrise Boulevard is provided by an existing private alleyway that is utilized by this property as well as the adjacent property.

Figure 1: Project Location

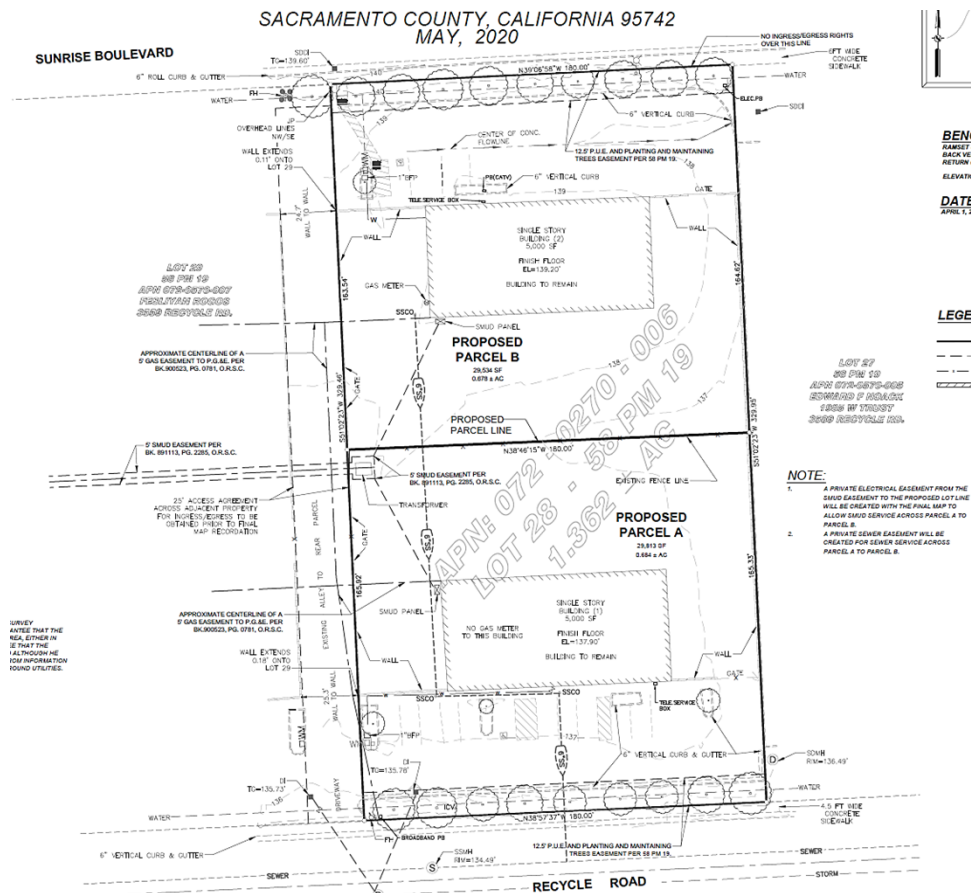


PROJECT DESCRIPTION

An Application was submitted on April 17, 2020 for a Tentative Parcel Map. The applicant is requesting to split their existing 1.36 +/- acre parcel into two separate parcels each with existing buildings on-site. Parcel A would be 0.684 +/- acres and Parcel B would be 0.678 +/- acres (**See Figure 2: Proposed Parcel Subdivision**). Because the private alleyway is essential to the access for both parcels, a 25' access agreement for ingress/egress is conditioned to be obtained prior to the final map recordation. Notes have also been placed on the map for a private electrical easement and sewer easement to allow for services that connect from Recycle Road to cross Parcel A and service Parcel B. This has also been included within the Conditions of Approval and will be created with the completion of the Final Map. No physical on-site modifications are proposed with this map.

The application was routed to the City's internal and external departments and commenting agencies as well as reviewed for environmental concerns. The Applicant has addressed all immediate concerns and other comments have been included within the Conditions of Approval to complete prior to Final Map.

Figure 2: Proposed Parcel Subdivision



REQUIRED PERMITS AND REGULATORY BASIS

According to the State Subdivision Map Act and Municipal Code, a commercial parcel may be subdivided into multiple separate lots with a Parcel Map, guided by the following provisions:

1. Subdivision Map Act
2. RCMC Title 22, Land Development, provides the local authority under the Subdivision Map Act to subdivide land.
3. RCMC Title 23, Zoning

ANALYSIS

As previously stated, the Applicant is requesting approval of a Tentative Parcel Map to divide an existing 1.362+/- acre parcel into two separate parcels. This application is only for the division of the lot and no physical improvements or changes in use are proposed at this time. The two properties will have a 25' access agreement with the for the existing private alleyway for ingress/egress for the properties. The access agreement will be obtained prior to final map recordation.

General Plan: The project site is in the Sunrise Boulevard South Planning Area (SBSPA) designation of the City's General Plan. The SBSPA includes various commercial and industrial uses, including an existing cluster of auto dismantling and recycling west of Sunrise and home improvement and building material uses east of Sunrise. Target uses for this area are industrial, office mixed-use, and commercial mixed-use. The project property currently includes two dismantlers on-site which is consistent with these target uses and the existing cluster of auto dismantling west of Sunrise. This Tentative Parcel Map will not affect the existing uses and will only divide the property into two separate parcels.

Zoning Code: The project site is zoned M-2 (Heavy Industrial/Manufacturing) which is consistent with the General Plan SBSPA. The purpose of this zone is to provide an appropriate area for intensive industrial uses that may be undesirable and incompatible near residential uses or mixed-use districts. The existing dismantling uses are allowed within this zone and as mentioned previously, the proposed Tentative Parcel Map will not be affecting the uses in any way and will only divide the property into two separate parcels.

Table 1: Surrounding Designations and Existing Uses

Location	Existing Use	General Plan Designation	Zoning Designation
3565 Recycle Road (Project Site)	Auto Dismantling	Sunrise Boulevard South Planning Area (SBSPA)	M-2 (Heavy Industrial/Manufacturing) South Sunrise Special Planning Area (SSSPA)
North	Auto Dismantling	Sunrise Boulevard South Planning Area (SBSPA)	M-2 (Heavy Industrial/Manufacturing) South Sunrise Special Planning Area (SSSPA)
East	Personal Storage (Across Sunrise Blvd)	Sunrise Boulevard South Planning Area (SBSPA)	M-1 (Light Industrial)
South	Auto Dismantling/ Vehicle Services	Sunrise Boulevard South Planning Area (SBSPA)	M-2 (Heavy Industrial/Manufacturing) South Sunrise Special Planning Area (SSSPA)
West	Auto Dismantling	Sunrise Boulevard South Planning Area (SBSPA)	M-2 (Heavy Industrial/Manufacturing) South Sunrise Special Planning Area (SSSPA)

Title 22 - Land Development: Title 22 of the City of Rancho Cordova Municipal Code regulates land division and is intended to supplement and implement the Subdivision Map Act. The proposed project, as conditioned, is consistent with requirements and procedures of a tentative parcel map application.

FINDINGS & EVIDENCE

Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map, if any of the following findings are found to be true. In the case of the proposed map, none of the required findings were found to be true. The following evidence supports the map request:

1. Finding: That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

Evidence: The proposed project is consistent with the General Plan and the land use designation specified for this parcel. There are existing building and uses on the property that are consistent with current zoning and the South Sunrise Special Planning Area. These uses will not be affected by the proposed parcel split. No physical modifications are proposed with this parcel map.

2. Finding: That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

Evidence: The proposed Tentative Parcel Map is consistent with the existing development standards of the General Plan designation of Sunrise Boulevard South Planning Area and the zoning development standards of the M-2 (Heavy Industrial) zone. The resulting parcels will continue to be consistent with applicable general and specific plans.

3. Finding: That the site is not physically suitable for the type of development.

Evidence: The site is physically suitable to subdivide. The existing parcel is already developed and will only be split into two separate parcels. Each parcel will have its own separate utilities and access. The Applicant is conditioned to provide a 25' ingress/egress access agreement for the parcels to utilize an existing private alleyway, as well as a private service easement for SMUD and Sewer to cross from Recycle Road across Parcel A and provide service to Parcel B.

4. Finding: That the site is not physically suitable for the proposed density of development.

Evidence: The project does not propose any physical modifications to the property or changes in use, therefore the density as well as intensity of the property will remain the same.

5. Finding: That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Evidence: The proposed project does not involve any physical improvements or changes in use at this time. The site is currently occupied by two Auto Dismantling business and no environmental resources will be affected by this lot division. The proposed project is exempt from further environmental review pursuant to Section 15315 (Minor Land Division) of the California Environmental Quality Act (CEQA).

6. Finding: That the design of the subdivision or the type of improvements is likely to cause serious public health problems.

Evidence: The proposed Tentative Parcel Map will not cause any serious health problems. The property is already developed as heavy industrial and no areas on-site will be disturbed as part of this parcel map.

7. Finding: That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the legislative body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public.

Evidence: The project has been conditioned to provide additional agreements and easements for the properties to ensure that access to both utilities and property are maintained. This includes a 25' ingress/egress agreement to utilize an existing alleyway for access to both parcels. The conditions also include private access easements for both electrical and sewer service to ensure that Parcel B maintains its utility access that crosses Parcel A and connects to Recycle Road. These agreements are to be completed prior to Final Recordation of the Map.

FISCAL IMPACT

The City anticipates that this project will result in additional revenues created from the potential sale of the new parcels and through taxes collected for each new parcel.

ENVIRONMENTAL

Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Exempt under Section 15061(b)(3), which states that the "activity is covered by the common sense exemption 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." The applicant is requesting the division of an existing property that is fully developed with existing buildings and businesses. No physical improvements or changes of the existing uses are proposed with this submittal.

In addition, the project is also exempt under Section 15315 "Minor Land Division". The Tentative Parcel Map consists of the division of property in an urbanized area zoned industrial into four or fewer parcels, in this case two parcels, and is consistent with all General Plan, Zoning, and local development standards. As previously mentioned, there are no physical improvements or changes of the existing uses proposed with this submittal.

RECOMMENDED MOTIONS

Staff recommends that the City Council find the project to be in compliance with the California Environmental Quality Act (CEQA) per section per CEQA exemption 15061(b)(3) and CEQA exemption 15315 and adopt the Resolution approving the Tentative Parcel Map for 3565 Recycle Road, DD9974, subject to the findings, Tentative Parcel Map (Attachment 2) and Conditions of Approval (Attachment 3).

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Tentative Parcel Map
3. Exhibit B to the Resolution - Conditions of Approval
4. 500' Radius Map and Labels

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
APPROVING THE 3565 RECYCLE ROAD TENTATIVE PARCEL MAP,
PROJECT NO. DD9974**

WHEREAS, RFE Engineering, Inc. (hereinafter referred to as Applicant) filed an application with the City of Rancho Cordova for a Tentative Parcel Map lot split for an existing property at 3565 Recycle Road (Assessor's Parcel Number: 072-0570-006-0000); and

WHEREAS, the existing property is zoned M-2 (Heavy Industrial/Manufacturing) within the South Sunrise Special Planning Area (SSSPA); and

WHEREAS, the property is approximately 1.36+/- acres in size and currently has 2 auto dismantlers with existing buildings on-site; and

WHEREAS, the Applicant is requesting to split this property into Parcel A, 0.684+/- acres and Parcel B, 0.678+/- acres with a shared alleyway for access and each building with its own utilities and parking; and

WHEREAS, the lot split does not involve any physical improvements or change in use of the property; and

WHEREAS, the City Council is the appropriate authority to hear and take action on this project; and

WHEREAS, the City Council of the City of Rancho Cordova has conducted a properly noticed public hearing pursuant to Government Code Section 65090 and has duly considered all written and verbal testimony presented during the hearing.

NOW, THEREFORE, BE IT HEREBY RESOLVED THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA does authorize that the Council approves the 3565 Recycle Road Tentative Parcel Map (Exhibit A), subject to the following findings and attached Conditions of Approval (Exhibit B):

- A. Finds the project site was adequately analyzed according to the California Environmental Quality Act (CEQA) Guidelines and is Exempt under Section 15061(b)(3), which states that the "activity is covered by the common sense exemption 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." The applicant is requesting the division of an existing property that is fully developed with existing buildings and businesses. No physical improvements or changes of the existing uses are proposed with this submittal.

In addition, the project is also exempt under Section 15315 "Minor Land Division". The Tentative Parcel Map consists of the division of property in an urbanized area zoned industrial into four or fewer parcels, in this case two parcels, and is consistent with all General Plan, Zoning, and local development standards. As previously mentioned, there

are no physical improvements or changes of the existing uses proposed with this submittal.

- B. Section 66474 of the California Subdivision Map Act requires a City to deny approval of a tentative map, if any of the findings are found to be true. In the case of the proposed map, none of the required findings were found to be true. The following evidence supports the map request:

1. Finding: That the proposed map is not consistent with applicable general and specific plans as specified in Section 65451.

Evidence: The proposed project is consistent with the General Plan and the land use designation specified for this parcel. There are existing building and uses on the property that are consistent with current zoning and the South Sunrise Special Planning Area. These uses will not be affected by the proposed parcel split. No physical modifications are proposed with this parcel map.

2. Finding: That the design or improvement of the proposed subdivision is not consistent with applicable general and specific plans.

Evidence: The proposed Tentative Parcel Map is consistent with the existing development standards of the General Plan designation of Sunrise Boulevard South Planning Area and the zoning development standards of the M-2 (Heavy Industrial) zone. The resulting parcels will continue to be consistent with applicable general and specific plans.

3. Finding: That the site is not physically suitable for the type of development.

Evidence: The site is physically suitable to subdivide. The existing parcel is already developed and will only be split into two separate parcels. Each parcel will have its own separate utilities and access. The Applicant is conditioned to provide a 25' ingress/egress access agreement for the parcels to utilize an existing private alleyway, as well as a private service easement for SMUD and Sewer to cross from Recycle Road across Parcel A and provide service to Parcel B.

4. Finding: That the site is not physically suitable for the proposed density of development.

Evidence: The project does not propose any physical modifications to the property or changes in use, therefore the density as well as intensity of the property will remain the same.

5. Finding: That the design of the subdivision or the proposed improvements are likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Evidence: The proposed project does not involve any physical improvements or changes in use at this time. The site is currently occupied by two auto dismantling business and no environmental resources will be affected by this lot division. The proposed project is exempt from further environmental review

pursuant to Section 15061(b)(3) "Common Sense Exemption" and 15315 "Minor Land Division" of the California Environmental Quality Act (CEQA).

6. Finding: That the design of the subdivision or the type of improvements is likely to cause serious public health problems.

Evidence: The proposed Tentative Parcel Map will not cause any serious health problems. The property is already developed as heavy industrial and no areas on-site will be disturbed as part of this parcel map.

7. Finding: That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. In this connection, the legislative body may approve a map if it finds that alternate easements, for access or for use, will be provided, and that these will be substantially equivalent to ones previously acquired by the public.

Evidence: The project has been conditioned to provide additional agreements and easements for the properties to ensure that access to both utilities and property are maintained. This includes a 25' ingress/egress agreement to utilize an existing alleyway for access to both parcels. The conditions also include private access easements for both electrical and sewer service to ensure that Parcel B maintains its utility access that crosses Parcel A and connects to Recycle Road. These agreements are to be completed prior to Final Recordation of the Map.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the 3rd day of August, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

ATTEST:

Stacy Leitner, CMC
City Clerk

HEAVY INDUSTRIAL

HEAVY INDUSTRIAL

AS REQUIRED BY THE DEPARTMENT OF PUBLIC WORKS

M-2 HEAVY INDUSTRIAL

M-2 HEAVY INDUSTRIAL

S & A COMMERCIAL PROPERTIES, LLC
3440 RECYCLE ROAD
RANCHO CORDOVA, CA. 95742

RFE ENGINEERING, INC.
2260 DOUGLAS BLVD., SUITE 160
ROSEVILLE, CA 95661
PH. (916) 772-7800

COUNTY OF SACRAMENTO

TWO INDUSTRIAL LOTS

LOT 28 :	1.362 ± AC	59,347 SF
PROPOSED PARCEL A:	0.684 ± AC	29,813 SF
PROPOSED PARCEL B:	0.678 ± AC	29,534 SF

THIS AREA IS IN ZONE X, AREA OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREA OF LESS THAN ONE SQUARE MILE.

PER FEMA FLOOD MAP 06067C0209H DATED 08/16/2012

SACRAMENTO SEWER DISTRICT

CITY OF RANCHO CORDOVA

SACRAMENTO METROPOLITAN FIRE DISTRICT

FOLSOM-CORDOVA UNIFIED

CORDOVA RECREATION & PARK DISTRICT

072-0570-006

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

FH	FIRE HYDRANT
JP	JOINT POLE
PP	POWER POLE
RR	RAILROAD
SDMH	STORM DRAIN MANHOLE
DI	STORM DRAIN DROP INLET
SSCO	SANITARY SEWER CLEANOUT
WV	WATER VALVE

[illegible]

ITEM 10.1.
Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
General Conditions					
1.	The approved entitlement is for a Tentative Parcel Map, to subdivide one (1) parcel (APN 072-0570-006-0000) into two separate parcels as described in the City Council staff report dated August 3, 2020 and Tentative Parcel Map (<u>Exhibit A</u>) with the conditions herein, for project number DD9974.	Project Description	On-Going	Planning	
2.	The Applicant shall hold harmless the City, its Council Members, officers, agents, employees, and representatives from liability for any award, damages, costs and fees incurred by the City and/or awarded to any plaintiff in an action challenging the validity of this permit or any environmental or other documentation related to approval of this permit. Applicant further agrees to provide a defense for the City in any such action.	General	On-Going	Planning	
3.	Any future alteration to the buildings, change in use, intensification of the site, or modification to the parking and landscaped area must be reviewed by the City to ensure compliance with all local, state, and federal regulations. Minor modifications that are found to be in substantial conformance with the approved plans such as colors, plant materials, or minor lot line adjustments, may be approved administratively. Major modifications shall be approved by the applicable decision-making body.	General	On-Going	Planning/ Building /Public Works	
4.	Applicant/Developer shall not carry a negative account balance with the City for the processing of the project. If a negative account balance occurs, it will be the developer's responsibility to pay the balance due, in order to avoid delays in the processing of future permits or recordation of maps. Please email the Finance Department at billings@cityofranchocordova.org for the status of your account with the City.	General	On-Going	Finance	
5.	SMUD has existing overhead 12kV and 69kV facilities along Sunrise Blvd that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California	Existing Overhead Facilities	On-Going	SMUD	

ITEM 10.1.
Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
	Public Utilities Commission General Order No. 95 safety clearances during construction and upon building completion. If the required clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation.				
6.	SMUD has existing underground 12kV facilities on proposed Parcel A that will need to remain. The Applicant shall be responsible for maintaining all CalOSHA and State of California Public Utilities Commission General Order No. 128 safety clearances during construction and upon building completion. If the required clearances cannot be maintained, the Applicant shall be responsible for the cost of relocation.	Existing Underground Facilities	On-Going	SMUD	
7.	SMUD reserves the right to use any portion of its easements on or adjacent to the subject property that it reasonably needs and shall not be responsible for any damages to the developed property with said easement that unreasonably interferes with those needs.	SMUD Easements	On-Going	SMUD	
8.	The Applicant shall disclose existing or proposed 69kV electrical facilities to future and/or potential owners.	Facility Disclosure	On-Going	SMUD	
9.	The 12.5' PUE along Recycle Road and Sunrise Boulevard shall remain.	Existing PUE	On-Going	SMUD	
10.	The existing parcel is subject to localized flooding and any new construction shall meet the requirements of the City of Rancho Cordova Floodplain Management Ordinance. This requirement will also apply to the parcels resulting from the lot split.	Future Construction Requirements	On-Going	Public Works	
Prior to Recordation of the Parcel Map					
11.	The Tentative Parcel Map approval is valid for three years from the date of City Council approval, unless an extension of time is subsequently approved per Government Code Section 66452.6(e), unless extended by the terms of a Development Agreement.	Subdivision	Three years, commencing with the date of approval.	Planning/ Public Works	

ITEM 10.1.
Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
12.	The legal description of the newly created parcels must include dedication of a private sewer easement. A note must be placed upon the plans stating, "A private sewer easement for the installation or maintenance of a private sanitary sewer line across any of the parcels to serve another parcel shall be dedicated upon the close of escrow."	Sewer Easement	Prior to Recordation of the Parcel Split	SASD	
13.	Provide proof of ingress-egress rights over the adjacent 25' private alley on APN: 072-0570-007-0000.	Ingress-Egress	Prior to Recordation of the Parcel Map	Public Works	
14.	Provide Fire Access Agreement between all parcels connected to and served by fire access. Fire access Agreement shall be recorded with the Public Records Office having jurisdiction.	Fire Access Agreement	Prior to Recordation of the Map	Sacramento Metro Fire District	
15.	Provide Fire Access Roadway Maintenance Agreement (RMA) between all parcels connected to and served by the fire access roadway. The fire access Roadway Maintenance Agreement shall be recorded with the Public Records Office having jurisdiction. The roadway maintenance agreement shall include the following: a) Provisions for the necessary repair and maintenance of the roadway surface. b) Removal of vegetation overgrowing the roadway and infringing on the roadway clear vertical height of thirteen feet six inches (13' 6") or width of twenty feet (20'). c) Provisions for the maintenance, repair, and/or replacement of NO PARKING – FIRE LANE signage or striping. d) Provision for the necessary repair and maintenance of vehicle and pedestrian access gates and opening systems.	Fire Access Roadway Maintenance Agreement	Prior to Recordation of Map	Sacramento Metro Fire District	
16.	Any necessary future SMUD facilities located on the Applicant's property shall require a dedicated SMUD easement. This will be determined prior to SMUD performing work on the Applicant's property.	SMUD Easements	Prior to Approval of Final Map	SMUD	

ITEM 10.1.
Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

		<u>Category</u>	<u>Timing/ Implementation</u>	<u>Enforcement / Monitoring</u>	<u>Verification (date & Signature)</u>
17.	In the event the City requires an Irrevocable Offer of Dedication (IOD) for future roadway improvements, the Applicant shall dedicate a 12.5-foot public utility easement (PUE) for overhead and/or underground facilities and appurtenances adjacent to the City's IOD.	Public Utility Easement	Prior to Approval of Final Map	SMUD	
18.	The Applicant shall locate, verify, and provide a drawing to SMUD identifying all electrical utility infrastructure for the existing structures. If necessary, any existing onsite electrical infrastructure that serves existing structures shall be relocated to the satisfaction of SMUD.	Electrical Utility Infrastructure	Prior to Approval of Final Map	SMUD	
19.	The Applicant shall dedicate a 12.5-foot public utility easement for overhead and/or underground facilities and appurtenances adjacent to all public street rights-of-ways. This is only required if the property does not already have an existing easement satisfying this condition.	Utility Easement	Prior to Approval of Final Map	SMUD	
20.	The owner must contact the Permit Services Unit at PermitServices@sacsewer.com or by phone at (916) 876-6100 to determine if sewer impact fees are due. Fees are to be paid prior to the issuance of building permits.	Sewer Fees	Prior to Approval of Final Map	SASD	

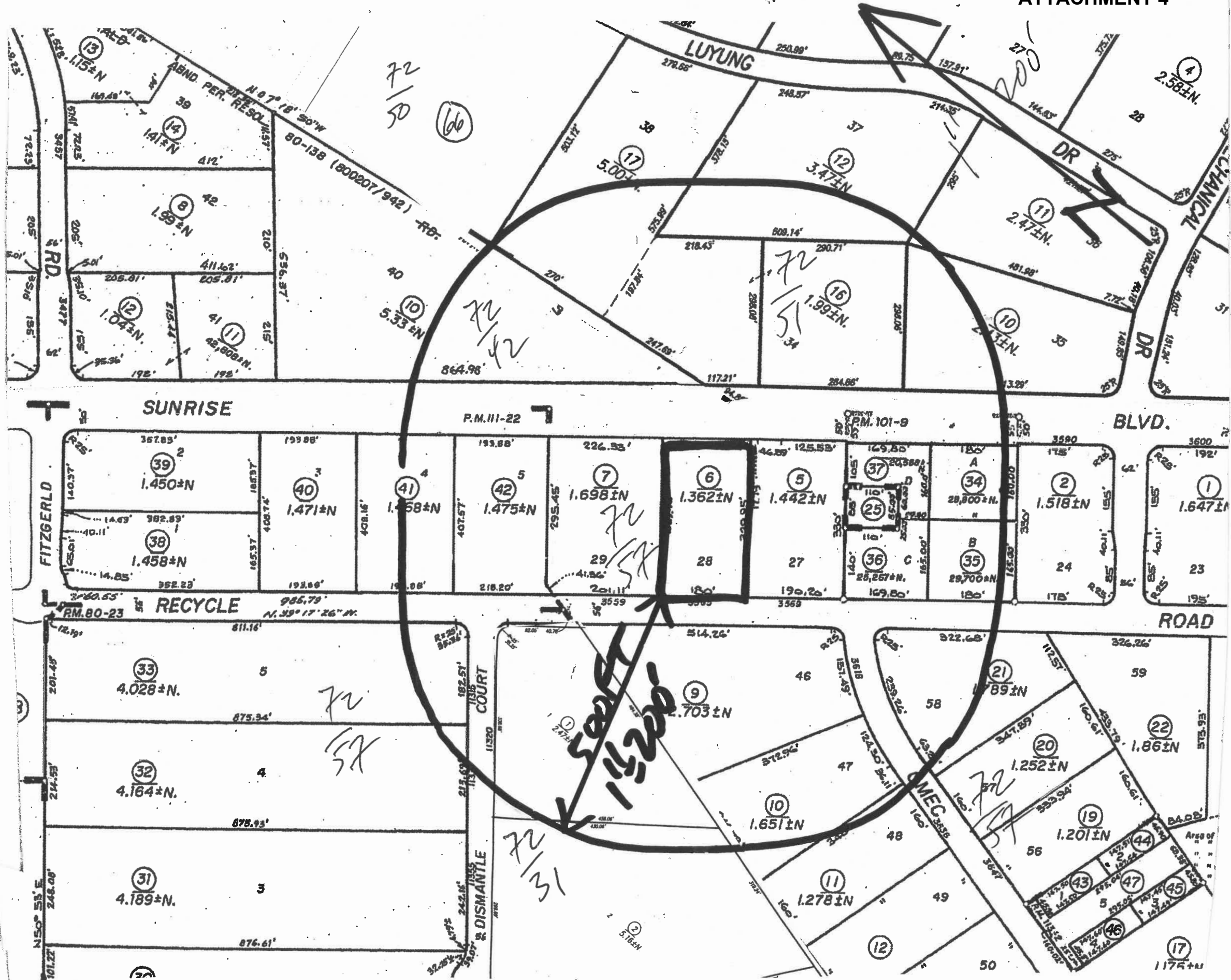
ADVISORY:

1. SMFD: Gates shall be installed in accordance with The County Emergency Access and Barriers Standard. Plan submittal is required prior to installation.
2. SMFD: The Sacramento Metropolitan Fire Districts requirements are not to be construed as abrogating more restrictive requirements by other agencies having jurisdiction. Final acceptance is subject to field approval and completion of required tests.
3. SASD: SASD Design Standards and Specifications require minimum 6-inch lower laterals for commercial and industrial buildings.
4. SMUD: In the event the Applicant requires the relocation or removal of existing SMUD facilities on or adjacent to the subject property, the Applicant shall coordinate with SMUD. The Applicant shall be responsible for the cost of relocation or removal.

ITEM 10.1.
Conditions of Approval

ATTACHMENT 3
Exhibit B to the Resolution

5. SMUD: The Applicant shall comply with SMUD siting requirements (e.g., panel size/location, clearances from SMUD equipment, transformer location, service conductors). Information regarding SMUD siting requirements can be found at: <https://www.smud.org/en/Business-Solutions-and-Rebates/Design-and-Construction-Services>
6. SMUD: The Applicant shall provide separate SMUD service points to each parcel to the satisfaction of SMUD.
7. SASD: SASD requires each building on each lot with a sewage source to have a separate connection to SASD's sewer system. If there is more than one building in any single parcel and the parcel is not proposed for split, then each building on that parcel must have a separate connection to a private onsite sewer line or a separate connection to the SASD public sewer line.
8. Sacramento Metro Fire: Approved numbers or addresses shall be placed on all new or existing buildings in such a position as to be easily read from the street or road fronting the property. The minimum size of the numbers shall not be less than six (6) inches and shall be mounted immediately adjacent to a light source and shall also contrast with their background.



ITEM 10.1.

072-0570-006
S & A COMMERCIAL PROPERTIES LLC
4499 NIOBE CIR
RANCHO CORDOVA CA 95742

072-0420-010
CAPITAL INVESTMENT TRUST
7110 DOUGLAS BLVD
GRANITE BAY CA 95746

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 3
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 6
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 9
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 12
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 15
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3515 SUNRISE BLVD STE 20
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3515 SUNRISE BLVD STE 23
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3515 SUNRISE BLVD STE 26
RANCHO CORDOVA CA 95742

072-0570-006
OCCUPANT
3565 RECYCLE RD
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 1
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 4
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 7
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 10
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 13
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3515 SUNRISE BLVD STE 18
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3515 SUNRISE BLVD STE 21
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3515 SUNRISE BLVD STE 24
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3531 SUNRISE BLVD STE 29
RANCHO CORDOVA CA 95742

ATTACHMENT 4

072-0570-006
OCCUPANT
3567 RECYCLE RD
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 2
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 5
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 8
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 11
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3501 SUNRISE BLVD STE 14
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3515 SUNRISE BLVD STE 19
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3515 SUNRISE BLVD STE 22
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3515 SUNRISE BLVD STE 25
RANCHO CORDOVA CA 95742

072-0420-010
OCCUPANT
3531 SUNRISE BLVD STE 32
RANCHO CORDOVA CA 95742

ITEM 10.1.

072-0500-066
HALEY FAMILY LP
3510 LUYUNG DR
RANCHO CORDOVA CA 95742

072-0510-016
DARIN D MOORE
PO BOX 1657
RANCHO CORDOVA CA 95741

072-0510-017
OCCUPANT
3559 SUNRISE BLVD
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 18
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 12
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 6
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 1
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 7
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 13
RANCHO CORDOVA CA 95742

072-0570-007
OCCUPANT
3559 RECYCLE RD
RANCHO CORDOVA CA 95742

072-0510-010
HENRY J & JESSICA F CHEN 1998
1415 LOWER PASEO LA CRESTA
PALOS VERDES ESTA CA 90274

072-0510-016
OCCUPANT
3571 SUNRISE BLVD
RANCHO CORDOVA CA 95742

072-0570-005
1985-W EDWARD FN TRUST
3569 RECYCLE RD
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 16
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 10
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 4
RANCHO CORDOVA CA 95742

072-,0570-005
OCCUPANT
3569 RECYCLE RD STE 3
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 9
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 21
RANCHO CORDOVA CA 95742

072-0570-007
OCCUPANT
3561 RECYCLE RD
RANCHO CORDOVA CA 95742

ATTACHMENT 4

072-0510-012
GOLDEN WHEEL CORPORATION
1415 LOWER PASEO LA CRESTA
PALOS VERDES CA 90274

072-0510-017
RANCHO SUPERIOR STORAGE GROUP
LLC
PO BOX 1657
RANCHO CORDOVA CA 95741

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 20
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 14
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 8
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 2
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 5
RANCHO CORDOVA CA 95742

072-0570-005
OCCUPANT
3569 RECYCLE RD STE 11
RANCHO CORDOVA CA 95742

072-0570-007
POGOS FESLIYAN
3664 OMEC CIR# 1
RANCHO CORDOVA CA 95742

072-0570-009
DARIN D MOORE
PO BOX 1657
RANCHO CORDOVA CA 95741

ITEM 10.1.

072-0570-009
OCCUPANT
3618 OMEC CIR
RANCHO CORDOVA CA 95742

072-0570-011
PAUL MICHAEL MEZZETTA
3248 MARSHALL AVE
CARMICHAEL CA 95608

072-0570-021
OCCUPANT
3600 RECYCLE RD
RANCHO CORDOVA CA 95742

072-0570-025
OCCUPANT
3583 RECYCLE RD
RANCHO CORDOVA CA 95742

072-0570-033
PULL & SAVE DEVELOPMENT
PO BOX 2128
FAIR OAKS CA 95628

072-0570-034
M & M DEVELOPMENT
8084 OLD AUBURN RD #A
CITRUS HEIGHTS CA 95610

072-0570-037
26TH STREET DEVELOPMENT
8084 OLD AUBURN RD #A
CITRUS HEIGHTS CA 95610

072-0570-042
KARREN MIRZOYAN
11194 FRASCATI CT
RANCHO CORDOVA CA 95670

072-3100-001
CECO PROPERTIES LLC
950 GLENN DR# 130
FOLSOM CA 95630

072-3100-002
OCCUPANT
11320 DISMANTLE CT
RANCHO CORDOVA CA 95742

072-0570-009
OCCUPANT
3620 OMEC CIR
RANCHO CORDOVA CA 95742

072-0570-011
OCCUPANT
3636 OMEC CIR
RANCHO CORDOVA CA 95742

072-0570-021
OCCUPANT
3606 RECYCLE RD
RANCHO CORDOVA CA 95742

072-0570-032
PULL & SAVE DEVELOPMENT
PO BOX 2128
FAIR OAKS CA 95628

072-0570-033
OCCUPANT
11355 DISMANTLE CT STE 1
RANCHO CORDOVA CA 95742

072-0570-035
M & M DEVELOPMENT
8084 OLD AUBURN RD #A
CITRUS HEIGHTS CA 95610

072-0570-037
OCCUPANT
10934 VIANO CT
RANCHO CORDOVA CA 95742

072-0570-042
OCCUPANT
3551 RECYCLE RD STE 2
RANCHO CORDOVA CA 95742

072-3100-001
OCCUPANT
3554 RECYCLE RD
RANCHO CORDOVA CA 95742

ATTACHMENT 4

072-0570-010
A&S FAMILY PROPS LLC
3632 OMEC CIR
RANCHO CORDOVA CA 95742

072-0570-021
CLIFFORD A CLAUSON
PO BOX 292238
SACRAMENTO CA 95829

072-0570-025
SACRAMENTO COUNTY WATER
AGENCY
827 7TH ST# 301
SACRAMENTO CA 95814

072-0570-032
OCCUPANT
11337 DISMANTLE CT
RANCHO CORDOVA CA 95742

072-0570-033
OCCUPANT
11355 DISMANTLE CT STE 2
RANCHO CORDOVA CA 95742

072-0570-036
26TH STREET DEVELOPMENT
8084 OLD AUBURN RD #A
CITRUS HEIGHTS CA 95610

072-0570-041
DANIEL P CASTRO
3539 RECYCLE RD
RANCHO CORDOVA CA 95742

072-0570-042
OCCUPANT
3551 RECYCLE RD STE 1
RANCHO CORDOVA CA 95742

072-3100-002
CECO PROPERTIES LLC
950 GLENN DR# 130
FOLSOM CA 95630

ITEM 10.1.

SACRAMENTO SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

PG&E
2730 GATEWAY OAKS DRIVE
SACRAMENTO CA 95833

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

FOLSOM CORDOVA UNIFIED SCHOOL
DISTRICT
1965 BIRKMONT DR
RANCHO CORDOVA CA 95742

SACRAMENTO REGIONAL COUNTY
SANITATION DISTRICT
10060 GOETHE ROAD
SACRAMENTO CA 95827

PG&E
343 SACRAMENTO STREET
AUBURN CA 95603

SMUD
6301 S STREET MS B404
SACRAMENTO CA 95817

SACRAMENTO COUNTY WATER
AGENCY
827 7TH STREET RM 301
SACRAMENTO CA 95814

ATTACHMENT 4

SACRAMENTO COUNTY WATER
AGENCY
10151 FLORIN ROAD
SACRAMENTO CA 95829

SMUD
6301 S STREET MS B304
SACRAMENTO CA 95817

SACRAMENTO METROPOLITAN FIRE
10545 ARMSTRONG AVE STE 310
MATHER CA 95655

CITY OF RANCHO CORDOVA
2729 PROSPECT PARK DR
RANCHO CORDOVA CA 95670

MEMORANDUM



ITEM 12.1.

DATE: August 3, 2020

TO: Honorable Mayor and Council Members

FROM: Cyrus Abhar, City Manager

SUBJECT: **A RESOLUTION SETTING NOVEMBER 3, 2020 FOR AN ELECTION ON A PROPOSED BALLOT MEASURE SEEKING VOTER APPROVAL TO IMPOSE A ONE-HALF OF A CENT TRANSACTIONS AND USE ("SALES") TAX FOR GENERAL CITY SERVICES AND ESTABLISHING POLICIES AND PROCEDURES FOR THE ELECTION**

RECOMMENDATION

Adopt the Resolution.

RESULT OF RECOMMENDED ACTION

If the City Council adopts the Resolution, residents of the City of Rancho Cordova will be provided with the opportunity to vote on a ballot measure in the November 3, 2020 General Election. If approved by the voters, the ballot measure would enact a one-half (1/2) of a cent sales tax to support City services, facilities and programs, through relief and recovery, including:

- Keeping public areas healthy, clean and safe
- Repairing streets and potholes
- Maintaining neighborhood public safety
- Supporting and attracting new and local businesses and jobs
- Preparing for any natural disaster or health emergency
- Addressing homelessness
- Other general city services

The City Council's actions do not reflect support or opposition to this measure, but simply place it on the consolidated ballot for local voters to decide.

If the voters support the measure, the Council would also adopt it before it is implemented by the State.

BACKGROUND

COVID-19 is severely impacting the region, State and Country as it relates to individuals, the healthcare system and the economy. The COVID-19 global pandemic has impacted the local economy, and the recovery will potentially take many years. The recent federal and state stimulus relief packages have not provided significant relief to cities our size. The City of Rancho Cordova prides itself on its track record for being innovative, forward thinking and bringing local priorities and projects to fruition quickly. The City has accomplished many infrastructure projects, as well as public safety initiatives and community priorities. However, the pandemic and its repercussions are seriously threatening our current and future efforts and aspirations. In addition, the Sacramento Transportation Authority had planned to place a county-wide half-cent sales tax measure on the ballot that would have brought \$3 million annually for transportation infrastructure improvements to the City. However, the Sacramento Transportation Authority voted not to pursue the new Measure A for the November 2020 ballot, which will further impact the City's ability to move City infrastructure projects and programs forward.

The current economic crisis combined with the loss of potential transportation infrastructure funding is creating deep financial impacts to our City. Without additional sources of revenue, our ability to implement and complete City projects and programs will be seriously affected, causing some initiatives to be delayed or placed on hold.

At a Council visioning session earlier this year, Council directed staff to conduct a citizen survey of the City's priorities and potential funding opportunities for transportation infrastructure and other related priorities. In late April to early May 2020, Godbe Research Group fielded a survey to residents and found 77% were satisfied with City services. In addition, residents were asked what their priorities were for their City, and what they wanted to do for COVID-19 relief and recovery in the City of Rancho Cordova.

The following were the highest-ranking community priorities:

- Keeping public areas healthy, safe and clean (73%)
- Repairing streets and potholes (73%)
- Ensuring the city is prepared for any natural disaster or health emergency (72%)
- Supporting programs to attract new businesses and jobs to Rancho Cordova (69%)
- Helping address homeless issues (68%)
- Removing blight and revitalizing vacant buildings along commercial corridors (67%)

The survey also assessed whether residents were interested in a local relief and recovery measure to address community priorities during the current COVID-19 crisis, the likely recession that will follow, and potential future crises. Nearly 66% of respondents said they were "very likely" or "somewhat likely" to support a half-cent sales tax, significantly above the 50% threshold needed for passage.

Given the significant interest from the community, staff engaged the community to continue the discussion of community priorities and interest in a potential local relief and recovery measure. Staff invited residents through the City's newsletter and social media posts to provide feedback on what their priorities were for the City. Through these outreach efforts, we collected over 500 surveys.

Some of our community organizations have not been holding regular meetings due to the pandemic. Nevertheless, staff engaged many community organizations and leaders about the City's efforts to address community priorities and discussed the possibility of a half-cent relief and recovery measure to address these priorities in a more significant way.

A half-cent local relief and recovery measure sales tax would provide an estimated \$8 million to the City per year. This would allow our City to maintain local control over funds for local needs to allow the City to be self-reliant and recover fully from the COVID-19 crisis and protect against unexpected future events. This new local revenue source would greatly increase the City's ability to address community priorities in a timely manner. The proposed measure would allow the City to accomplish, among others, the following community priorities as identified by residents:

- **Infrastructure** - Making our streets better through repairing streets and building new infrastructure to support businesses and residential communities.
- **Neighborhood Public Safety** - Making neighborhoods safer and funding programs to address homelessness.
- **Support Local Business & Jobs** - Supporting existing businesses and jobs and attracting more retail, restaurants and recreation opportunities, making our community a place where families want to live and put down roots.
- **Local Control of Funds** - Controlling local funds for local needs to allow the City to be self-reliant to recover from the current crisis and unexpected future events.
- **Respond to Local Health Emergency** - Responding to the current crisis and having the capacity to respond in a timely and safe manner.

Consistent with the City's commitment to accountable fiscal management and transparency, all funds from this measure would be independently audited and reports made publicly available and, in addition would be reviewed by a citizen's committee. Currently, the City reports regularly on the Community Enhancement Fund through annual audits, an annual citizen's report and with a citizen oversight committee.

The statewide sales tax rate is 7.25%, which 1% is generally distributed to counties and cities based upon the point of sale. In addition to the 7.25% statewide sales tax, voters in Sacramento County have approved a half-cent add on tax for transportation maintenance and improvements, and voters in Rancho Cordova approved a half-cent add on tax for general services bringing our sales tax rate in Rancho Cordova to 8.25%. If a local half-cent sales tax measure is approved by voters, Rancho Cordova's sales tax rate would be 8.75%, the same rate as the City of Sacramento and the City of Isleton. For example, the additional half-

cent sales tax would add 50 cents to a \$100 taxable purchase. If the voters of Citrus Heights approve their proposed measure in November 2020, Citrus Heights will be at 8.75% as well. Current sales tax rates as of July 1, 2020 in the region are as follows:

Isleton	8.75%
Sacramento City	8.75%
Galt	8.25%
Sacramento County	7.75%
Folsom	7.75%
Elk Grove	7.75%
Citrus Heights	7.75%*

*Citrus Heights voters will be voting in November 2020 to approve a full-cent sales tax measure, which if approved, would be 8.75%.

A local sales tax is slightly different than a statewide sales tax. First, the tax is specific to the city in which the voters reside. Therefore, it cannot be taken, or even borrowed from, by the County, the State or the Federal Government. It belongs solely to the City to improve services for its residents and businesses. Second, it is applied in a slightly different manner. While the statewide sales tax is generally point-of-sale based, a local sales tax is destination based. This means that it is applied based upon where the goods are received versus where they are purchased. This doesn't affect retail sales, because the goods are both purchased and received in the store. But, it does change how the tax is applied for online purchases and for business-to-business purchases. A local sales tax is applied to the online purchase and remitted to the City in which the product is being shipped. Also, in a business-to-business transaction, local sales tax is applied based on where the product is being shipped. Therefore, those businesses in Rancho Cordova, when selling and shipping product to customers outside of Rancho Cordova, need not apply the local sales tax rate to the transaction. Unprepared foods purchased at grocery stores, prescription drugs and other purchases that are exempt from the sales tax are usually also exempt from a transactions and use tax.

The details of the tax and how it would be administered are set out in the attached ordinance.

The attached resolution has further details regarding the election. Arguments for or against the proposed measure can be submitted until August 10, 2020 at 5 p.m. Rebuttal arguments for or against the measure may be submitted until 5 p.m. on August 12, 2020. Further details regarding the preparation of these arguments are in the resolution. The City Attorney will prepare an impartial analysis of the measure by August 5, 2020.

Should the City Council decide to place the half-cent sales tax on the ballot for the November 2020 General Election, and, should the voters approve the measure, following Council adoption of the Ordinance the tax rate is anticipated to be in effect by April 1, 2021. The proceeds from the sales tax would be used to maintain community priorities.

ATTACHMENT(S)

1. Resolution
2. Exhibit A to the Resolution - Ordinance

CITY OF RANCHO CORDOVA

RESOLUTION NO. XX-2020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA ESTABLISHING NOVEMBER 3, 2020 AS THE DATE FOR AN ELECTION ON A PROPOSED BALLOT MEASURE SEEKING VOTER APPROVAL TO IMPOSE A ONE-HALF OF A CENT TRANSACTIONS AND USE (“SALES”) TAX FOR GENERAL CITY SERVICES, ESTABLISHING POLICIES AND PROCEDURES IN CONNECTION WITH SUCH AN ELECTION, AND REQUESTING THAT THE COUNTY OF SACRAMENTO CONDUCT SUCH AN ELECTION

RECITALS

WHEREAS, Rancho Cordova must do more to continue to make City streets better, make neighborhoods even safer, and fund programs to attract new businesses and create jobs;

WHEREAS, local businesses would benefit from having enhanced public safety, roads and funding for business promotion and retention;

WHEREAS, the City seeks to help support existing businesses and attract more retail, restaurants and recreation opportunities, making Rancho Cordova a place where young families want to live and put down roots after the crisis is over;

WHEREAS, revitalizing commercial corridors in the City will further improve safety, reduce panhandling and help revitalize old, vacant buildings to attract new business and entertainment to the area;

WHEREAS, the City of Rancho Cordova must have local control over local funds for local needs, allowing the City to be self-reliant in recovering from the uncertain times of the COVID-19 crisis, the likely recession that will follow, and potential future crises;

WHEREAS, the proposed revenue measure includes accountability requirements including independent audits and annual reports to the community and citizen oversight to ensure that all funds are spent as promised. Funds cannot be taken by the State;

WHEREAS, the tax to be submitted to the voters, if approved, would increase the City's sales tax by one-half of a cent;

WHEREAS, California Constitution Article XIII C, Section 2, provides that no local government may impose, extend or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote;

WHEREAS, California Constitution Article XIII C, Section 2, further requires that a measure proposing to impose, extend or increase a general tax must be consolidated with a City's general municipal election for members of the City Council;

WHEREAS, November 3, 2020 is the date of the City's regular municipal election;

ITEM 12.1.

ATTACHMENT 1

WHEREAS, a general election has been called on November 3, 2020 by Resolution No. 51-2020 adopted on June 1, 2020, to be consolidated with the Statewide General Election held on the same date;

WHEREAS, the City Council is authorized by California Elections Code Section 9222 to place measures before the voters;

WHEREAS, the City Council desires to place a measure before the voters at the November 3, 2020 Statewide General Election that would increase the sales tax by one-half of a cent; and

WHEREAS, the City Council desires that the proposed measure be consolidated with the November 3, 2020 Statewide General Election, to be held on the same date, and that within the City, the polling places and election officers of the two elections be the same, and that the County Election Department of the County of Sacramento canvass the returns of the general election and that the election be held in all respects as if there were only one election.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. Placement of Measure on the Ballot. Pursuant to California Elections Code Section 9222 and Revenue and Taxation Code section 7285.9, the City Council hereby calls and orders to be held in the City of Rancho Cordova, California, on Tuesday, November 3, 2020, an election at which a measure shall be submitted to the voters of the City for approval an ordinance to enact a local transactions and use tax. The question shall appear and be printed on the ballot as follows:

To support City of Rancho Cordova through relief/recovery including:

- repairing streets/potholes;
- keeping public areas healthy, clean/safe;
- maintaining neighborhood public safety;
- supporting/attracting new and local businesses/jobs;
- preparing for any natural disaster/health emergency;
- addressing homelessness;
- other general city services;

shall the Rancho Cordova measure be adopted levying a ½¢ sales tax, until ended by voters, raising \$8,000,000 annually, with yearly audits, citizen oversight, local control/investment during uncertain times, no money for administrator salaries? (71 words?)

☐ Yes

☐ No

2. Approval of Ordinance. The City Council hereby approves the proposed ordinance to be submitted to the voters, attached hereto as Exhibit A. The proposed measure shall not take effect unless and until approved by a vote of at least a simple majority of

affirmative votes of the voters voting on the question at the election. The ordinance specifies that the rate of the transactions tax shall be one-half of one percent (0.5%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in the City; it specifies that the rate of the use tax shall be one-half of one percent (0.5%) of the sales price of tangible personal property stored, used or otherwise consumed in the City. The tax shall be in effect until it is repealed. The California Department of Tax and Fee Administration shall collect the tax from retailers subject to the tax and remit the funds to the City. The full text of the measure will be presented in the Voter Information Guide.

3. Publication of Measure. The City Clerk is hereby directed to cause notice of the measure to be published once in the official newspaper of the City of Rancho Cordova, in accordance with Section 12111 of the Elections Code and Section 6061 of the Government Code.

4. Request to Consolidate and Conduct Election and Canvass Returns.

(a) Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Sacramento is hereby requested to consent and agree to the consolidation of a general municipal election with the statewide election on Tuesday, November 3, 2020, for the purpose of placing the measure set forth in Section 1 on the ballot. The City Council acknowledges that the consolidated election will be conducted in the manner prescribed in Elections Code section 10418.

(b) The County of Sacramento Election Department is authorized to canvass the returns of the regularly scheduled general municipal election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used.

(c) The Board of Supervisors is requested to issue instructions to the County of Sacramento Election Department to take any and all steps necessary for the holding of the consolidated election.

(d) The City of Rancho Cordova recognizes that additional costs will be incurred by the County of Sacramento by reason of this consolidation and agrees to reimburse the County for any additional costs above and beyond those reimbursed by the State.

5. Submission of Ballot Arguments and Impartial Analysis.

(a) The last day for submission of direct arguments for or against the measure shall be by 5 p.m. on August 10, 2020.

(b) The last day for submission of rebuttal arguments for or against the measure shall be by 5 p.m. on August 12, 2020.

(c) Direct arguments shall not exceed three hundred (300) words and shall be signed by not more than five (5) persons.

(d) Rebuttal arguments shall not exceed two hundred fifty (250) words and shall be signed by not more than five (5) persons; those persons may be different persons than the persons who signed the direct arguments.

(e) The City Attorney shall prepare an impartial analysis of the measure by August 5, 2020.

(f) Pursuant to California Elections Code Section 9282, the Mayor is hereby authorized to prepare and file a written argument in favor of the proposed measure, not to exceed three hundred (300) words, on behalf of the City Council. At the Mayor's discretion, the argument may be signed by any combination of members of the City Council or bona fide associations or by individual voters who are eligible to vote on the measure,. In the event that an argument is filed against the measure, the Mayor is also authorized to prepare a rebuttal argument on behalf of the City Council, which may also be signed by any combination of members of the City Council or bona fide associations or by individual voters who are eligible to vote on the measure, and who may be different from the signers of the direct argument. Submissions by email or facsimile are allowed for direct arguments and rebuttal arguments that are signed and otherwise meet the above requirements and the California Elections Code, provided that original copy thereof is delivered to the City Clerk within twenty-four (24) hours of submission of the electronic version.

(g) Pursuant to California Elections Code Section 9285, when the City Clerk has selected the arguments for and against the measure, which will be printed and distributed to the voters, the City Clerk shall send copies of the argument in favor of the measure to the authors of the argument against, and copies of the argument against to the authors of the argument in favor. Rebuttal arguments shall be printed in the same manner as the direct arguments. Each rebuttal argument shall immediately follow the direct argument which it seeks to rebut.

6. Effective Date. This Resolution shall become effective immediately upon its passage and adoption, and the City Clerk is directed to send certified copies of this Resolution to the Sacramento Board of Supervisors, to the County Clerk-Recorder, and the County of Sacramento Election Department.

7. Passage of the Resolution. This Resolution, must be approved by a two-thirds (2/3) vote of the City Council.

8. CEQA. The approval of this Resolution is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., "CEQA," and 14 Cal. Code Reg. §§ 15000 et seq., "CEQA Guidelines"). The transactions and use tax to be submitted to the voters is a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action. As such, under CEQA Guidelines section 15378(b)(4), the tax is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that would have either such effect, the city would undertake the required CEQA review for that particular project. Therefore, under CEQA Guidelines section 15060 review under CEQA is not required.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on this 3rd day of August 2020 by the following vote:

AYES:

NOES:

ITEM 12.1.

ATTACHMENT 1

ABSENT:

ABSTAIN:

David Sander, Mayor

ATTEST:

Stacy Leitner, CMC,
City Clerk

ORDINANCE NO. XX-2020

**AN ORDINANCE OF THE CITY OF RANCHO CORDOVA ADDING CHAPTER
3.06 TO THE MUNICIPAL CODE TO IMPOSE A ONE-HALF CENT PER
DOLLAR TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE
STATE DEPARTMENT OF TAX AND FEE ADMINISTRATION**

WHEREAS, Rancho Cordova must do more to continue to make City streets better, make neighborhoods even safer, and fund programs to attract new businesses and create jobs;

WHEREAS, local businesses would benefit from having enhanced public safety, roads and funding for business promotion and retention;

WHEREAS, the City seeks to help support existing businesses and attract more retail, restaurants and recreation opportunities, making Rancho Cordova a place where young families want to live and put down roots after the crisis is over;

WHEREAS, revitalizing commercial corridors in the City will further improve safety, reduce panhandling and help revitalize old, vacant buildings to attract new business and entertainment to the area;

WHEREAS, the City of Rancho Cordova must have local control over local funds for local needs, allowing the City to be self-reliant in recovering from the uncertain times of the COVID-19 crisis, the likely recession that will follow, and potential future crises;

WHEREAS, the proposed revenue measure includes accountability requirements including independent audits and annual reports to the community and citizen oversight to ensure that all funds are spent as directed. Funds cannot be taken by the State;

WHEREAS, the tax to be submitted to the voters, if approved, would be imposed on the sale of tangible personal property and the storage, use, or other consumption of such property; the tax rate would be one-half of one percent (one-half a cent for each dollar in sales price); the tax revenue would be collected by the California Department of Tax and Fee Administration and remitted to the City; the tax would be in effect until repealed; and the tax shall be approved if the measure receives at least a simple majority vote of affirmative votes;

WHEREAS, California Constitution Article XIII C, Section 2, provides that no local government may impose, extend or increase any general tax unless and until that tax is submitted to the electorate and approved by a majority vote;

WHEREAS, California Constitution Article XIII C, Section 2, provides that a measure proposing to impose, extend or increase a general tax must be consolidated with a regularly scheduled general election for members of the City Council; and

WHEREAS, November 3, 2020 is the date of the City's regular municipal election.

**NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF RANCHO CORDOVA
DOES ORDAIN AS FOLLOWS:**

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ATTACHMENT 2 Exhibit A to the Resolution

SECTION 1. Incorporation of Recitals. The City Council of Rancho Cordova finds that all Recitals are true and correct and are incorporated herein by reference.

SECTION 2. Amendment of Municipal Code. The Rancho Cordova Municipal Code is hereby amended to add Chapter 3.06 to read as follows:

“3.06.010 - Title.

This Ordinance shall be known as the Rancho Cordova Relief and Recovery 2020 Transactions and Use Tax Ordinance. The City of Rancho Cordova hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

3.06.020 - Operative Date.

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Ordinance, the date of such adoption being as set forth below.

3.06.030 - Purpose.

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A.** To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
- B.** To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- C.** To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.
- D.** To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Ordinance.

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3.06.040 - Contract With State.

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.06.050 - Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of one-half of one percent (0.5%) on the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Ordinance, in addition to the rate charged pursuant to Rancho Cordova Municipal Code Title 3, Chapter 3.05.

3.06.060 - Place of Sale.

For the purposes of this Ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.06.070 - Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this Ordinance for storage, use or other consumption in said territory at the rate of one-half of one percent (0.5%) of the sales price of the property, in addition to the rate charged pursuant to Rancho Cordova Municipal Code Title 3, Chapter 3.05. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.06.080 - Adoption of Provisions of State Law.

Except as otherwise provided in this Ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Ordinance as though fully set forth herein.

3.06.090 - Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

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- A.** Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:
- 1.** The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;
 - 2.** The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.
 - 3.** In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - a.** Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - b.** Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
 - 4.** In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.
- B.** The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.06.100 - Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Ordinance.

3.06.110 - Exemptions and Exclusions.

- A.** There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- B.** There are exempted from the computation of the amount of transactions tax the gross receipts from:
 - 1.** Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
 - 2.** Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:
 - a.** With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and
 - b.** With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
 - 3.** The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.
 - 4.** A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Ordinance.
 - 5.** For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or

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lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

- C. There are exempted from the use tax imposed by this Ordinance, the storage, use or other consumption in this City of tangible personal property:
1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.
 3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Ordinance.
 4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Ordinance.
 5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
 6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.
 7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

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- D. Any person subject to use tax under this Ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.06.120 - Amendments.

All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Ordinance.

3.06.130 - Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.06.140 - Annual Audit, Committee.

Annually the City Council retains an independent auditor to conduct an audit of and provide audited financial statements for all of the City's financial activities. The auditor shall include an accounting of the revenue received from the tax in the audited financial statements. The auditor's report shall be presented to the Council and made available to the public. There shall also be a committee consisting of no fewer than five (5) members of the public to review and report on the receipt of revenue and the expenditure of funds from the tax authorized by this chapter for consistency with City Council direction regarding the expenditure of the funds. The committee members shall be Rancho Cordova residents, students or business representatives. The auditors' annual report required by this section shall be provided to the committee. The City Council shall by resolution establish the composition of the committee, setting the terms of office of the committee members, and further defining the scope of the committee's responsibilities.

3.06.150 – Amendments by City Council.

The following amendments to this Chapter must be approved by the voters of the City: increasing the tax rate or revising the methodology for calculating the tax such that a tax increase would result; imposing the tax on transactions and uses not previously subject to the tax (unless such amendment occurs automatically by operation of Section 12); or extending the tax. The City Council may otherwise amend this Chapter without submitting the amendment to the voters for approval.

3.06.160 - Termination Date.

The authority to levy the tax imposed by this Ordinance shall continue until this ordinance is repealed by a majority vote of the voters of the City, or until it is repealed or suspended or by a majority vote of the City Council, in the event that the City Council repeals or

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suspends the tax, it may resume collection without voter approval as long as the transactions tax rate and use tax rate are not higher than the rates set forth in Sections 3.06.050 and 3.06.070, respectively.”

SECTION 3. Adjustment of Appropriations Limit. Pursuant to Article XIII B of the Constitution of the State of California and applicable laws, the appropriations limit for the City is hereby increased by the aggregate sum authorized to be levied by this tax for fiscal year 2020-21 and each year thereafter.

SECTION 4. Compliance with the California Environmental Quality Act. The approval of this Ordinance is exempt from the California Environmental Quality Act (Public Resources Code §§ 21000 et seq., “CEQA,” and 14 Cal. Code Reg. §§ 15000 et seq., “CEQA Guidelines”). This Ordinance imposes a general tax that can be used for any legitimate governmental purpose; it is not a commitment to any particular action. As such, under CEQA Guidelines section 15378(b)(4), the Ordinance is not a project within the meaning of CEQA because it creates a government funding mechanism that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment. If revenue from the tax were used for a purpose that would have either such effect, the city would undertake the required CEQA review for that particular project. Therefore, pursuant to CEQA Guidelines section 15060, CEQA analysis is not required.

SECTION 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the Ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 6. Effective Date. This Ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately.

PASSED AND ADOPTED by the City Council of the City of Rancho Cordova on the ____ day of _____, 2020 pursuant to the approval of the voters at the November 3, 2020 election.

AYES:

NOES:

ABSENT:

ABSTAIN:

David M. Sander, Mayor

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**ATTACHMENT 2
Exhibit A to the Resolution**

ATTEST:

Stacy Leitner, CMC
City Clerk

APPROVED AS TO FORM:

Adam Lindgren, City Attorney