



REGULAR MEETING AGENDA

Date: 10/26/2021
Time: 5:00 p.m.
Location: [Zoom.us/join](https://zoom.us/join) – ID# 998 8073 4930

NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE

Consistent with Government Code section 54953(e), and in light of the declared state of emergency, the meeting will not be physically open to the public and all members will be teleconferencing into the meeting via a virtual platform. To maximize public safety while still maintaining transparency and public access, members of the public can listen to the meeting and participate using the following methods.

- How to participate in the meeting
 - Submit a written comment online up to 1-hour before the meeting start time:
menlopark.org/publiccommentOctober26*
 - Access the meeting real-time online at:
[Zoom.us/join](https://zoom.us/join) – Meeting ID 998 8073 4930
 - Access the meeting real-time via telephone at:
(669) 900-6833
Meeting ID 998 8073 4930
Press *9 to raise hand to speak

*Written public comments are accepted up to 1-hour before the meeting start time. Written messages are provided to the City Council at the appropriate time in their meeting.

- Watch meeting:
 - Cable television subscriber in Menlo Park, East Palo Alto, Atherton, and Palo Alto:
Channel 26
 - Online:
menlopark.org/streaming

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Regular Session ([Zoom.us/join](https://zoom.us/join) – ID# 998 8073 4930)

A. Call To Order

B. Roll Call

C. Agenda Review

Agenda Review provides advance notice to members of the public and City staff of any modifications to the agenda order and any requests from City Councilmembers under City Councilmember reports.

D. Presentations and Proclamations

- D1. Proclamation: Recognizing Children's Environmental Health Month ([Attachment](#))

E. Public Comment

Under “Public Comment,” the public may address the City Council on any subject not listed on the agenda. Each speaker may address the City Council once under public comment for a limit of three minutes. Please clearly state your name and address or political jurisdiction in which you live. The City Council cannot act on items not listed on the agenda and, therefore, the City Council cannot respond to non-agenda issues brought up under public comment other than to provide general information.

F. Consent Calendar

- F1. Accept the City Council meeting minutes for September 21, October 5, 12, and 13, 2021 ([Attachment](#))
- F2. Adopt Resolution No. 6682 to continue conducting the City’s Council and advisory body meetings remotely due to health and safety concerns for the public ([Staff Report #21-211-CC](#))
- F3. Authorize the Mayor to sign the City’s response to the San Mateo County’s grand jury report: “California’s Ground Zero for Sea Level Rise” ([Staff Report #21-207-CC](#))
- F4. Adopt Resolution No. 6680 to amend the tenant assistance program administered by Samaritan House to increase program funding with the use of American Rescue Plan funds in the amount of \$250,000 and expand program guidelines to include mortgage assistance ([Staff Report #21-208-CC](#))
- F5. Adopt Resolution No. 6681 authorizing the removal of the left turn restriction at 105-125 Constitution Drive ([Staff Report #21-209-CC](#))
- F6. Award vehicle purchase contracts to National Auto Fleet Group, Altec Industries, Tesla, and Volvo Construction Equipment and Services for the purchase and modifications of electric and hybrid police vehicles, medium/heavy-duty trucks, and a towable compressor; approve the purchase of Tesla police patrol electric vehicles as a pilot program; and approve an appropriation from the unassigned general fund balance for the fiscal year 2021-2022 vehicle purchase ([Staff Report #21-213-CC](#))

- F7. Adopt Resolution No. 6683 modifying the City Council's regular meeting schedule to include November 16 and December 7, 2021 ([Staff Report #21-212-CC](#))

G. Public Hearing

- G1. Resolution No. 6679: Consider adoption of a Resolution of Necessity and authorize the initiation of eminent domain proceedings to acquire property interests necessary for the Menlo Park Community Campus Project ([Staff Report #21-206-CC](#))

H. Regular Business

- H1. Adopt Resolution No. 6678 to ratify a successor agreement between the City of Menlo Park and Menlo Park Police Officers' Association expiring August 31, 2024 ([Staff Report #21-204-CC](#))

Recess

- H2. Consider land use strategy options to meet the City's Housing Element Regional Housing Needs Allocation for the planning period 2023-2031, and identify a preferred land use scenario for further evaluation as part of the environmental review process ([Staff Report #21-210-CC](#)) ([Presentation](#))

[Web form public comment on item H2.](#)

I. Informational Items

- I1. City Council agenda topics: November 2021 ([Staff Report #21-205-CC](#))

J. City Manager's Report

K. City Councilmember Reports

L. Adjournment

At every regular meeting of the City Council, in addition to the public comment period where the public shall have the right to address the City Council on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Council on any item listed on the agenda at a time designated by the chair, either before or during the City Council's consideration of the item.

At every special meeting of the City Council, members of the public have the right to directly address the City Council on any item listed on the agenda at a time designated by the chair, either before or during consideration of the item. For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

If you challenge any of the items listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or prior to, the public hearing.

Any writing that is distributed to a majority of the City Council by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available by request by emailing the city clerk at jaherren@menlopark.org. Persons with disabilities, who require auxiliary aids or services in attending or participating in City Council meetings, may call the City Clerk's Office at 650-330-6620.

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at menlopark.org/agenda and can receive email notification of agenda and staff report postings by subscribing to the "Notify Me" service at menlopark.org/notifyme. Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 10/21/2021)

Proclaiming October 2021 as Children's Environmental Health Month

WHEREAS the aim of Children's Environmental Health Month is to raise awareness about the importance of clean air and water, safe food and consumer products, healthy environments, and stable climates to children's health and development; and

WHEREAS, a statewide Children's Environmental Health Month was established on September 1st, 2021 through House Resolution 68, by the California State Assembly, and

WHEREAS, Children's Environmental Health Month provides a means to celebrate the progress of the children's environmental health movement and create an even stronger network of child health advocates, and

WHEREAS, Children's Environmental Health Month encourages individuals and organizations to raise awareness and understanding of children's environmental health issues, seek improved protections for all children, and to perform acts of sustainability or environmental health wellness; and

WHEREAS, together, we can safeguard the health, safety and wellbeing of our most precious resource: children;

NOW THEREFORE, BE IT RESOLVED that I, Drew Combs, Mayor of the City of Menlo Park, on behalf of the City Council and the City, do hereby proclaim October 2021 as Children's Environmental Health Month and urge all citizens to observe this month with awareness-raising and environmental health and stewardship activities to create a healthier environment for our children

DocuSigned by:

Drew Combs

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Drew Combs, Mayor
October 26, 2021



SPECIAL MEETING MINUTES – DRAFT

Date: 9/21/2021
Time: 5:00 p.m.
Location: Zoom

Closed Session

A. Call To Order

Mayor Combs called the meeting to order at 5:11 p.m.

B. Roll Call

Present: Combs, Mueller, Nash, Taylor, Wolosin
Absent: None
Staff: City Manager Starla Jerome-Robinson, City Attorney Nira Doherty

C. Agenda Review

The City Council pulled item J3. for discussion.

D. Closed Session

D1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code § 54956.9)

Sand Hill Townhouse Association vs. City of Menlo Park (Case No. 21-CLJ-02831)

Claimant: Sand Hill Townhouse Association

Agency Claimed Against: City of Menlo Park

D2. Closed session conference with labor negotiators pursuant to Government Code §54957.6 regarding labor negotiations with the American Federation of State, County, and Municipal Employees Local 829 (AFSCME) and Confidential employees; Service Employees International Union Local 521 (SEIU); Menlo Park Police Sergeants Association (PSA); Menlo Park Police Officers' Association (POA) and Confidential employees; unrepresented management; City Attorney and; City Manager

Attendees: City Manager Starla Jerome-Robinson, City Attorney Nira F. Doherty,

D3. Closed session conference pursuant to Government Code §54957(b)(1) regarding public employee performance evaluation of the City Attorney

E. Adjournment

Mayor Combs adjourned to the regular session at 5:32 p.m.

Regular Session

F. Call To Order

Mayor Combs called the meeting to order at 5:34 p.m.

G. Roll Call

Present: Combs, Mueller, Nash, Taylor, Wolosin
Absent: None
Staff: City Manager Starla Jerome-Robinson, City Attorney Nira Doherty, City Clerk Judi A. Herren

Report out of Closed Session

None.

H. Study Session

- H1. Presentation on California Senate Bill 1383 implementation to reduce short-lived climate pollutants and provide direction to prioritize City resources to meet implementation deadlines (Staff Report #21-181-CC) (Presentation)

Management Analyst Joanna Chen and RethinkWaste representatives TJ Carter and Joe LaMariana made the presentation (Attachment).

- Tom Kabat provided options on staffing for food waste and electrification.
- Tim Johnson spoke in support of Senate Bill 1383 (SB 1383).

The City Council received clarification on City resources needed for food waste and electrification.

The City Council directed staff to prioritize City resources as presented by staff to meet the implementation deadline (Attachment).

I. Advisory Body Vacancies and Appointments

- I1. Consider applicants and make appointments to fill vacancies on the Finance and Audit Committee and Library Commission (Staff Report #21-177-CC)

City Clerk Judi Herren introduced the item.

- Pavneet Singh spoke on their application for the Library Commission.

The City Council made appointments to fill vacancies on the Finance and Audit Committee and Library Commission:

Finance and Audit Committee

- Stuart Soffer – term expiring April 30, 2022

Library Commission

- Pavneet Singh – term expiring April 30, 2024

J. Consent Calendar

J1. Accept the City Council meeting minutes for August 31, 2021 (Attachment)

~~J2. Approve and appropriate \$10,000 for seed money to support the newly formed Menlo Park Sister Cities Association and ongoing sister cities program (Staff Report #21-179-CC)~~

~~Removed from agenda after publication; rescheduled for October 26, 2021 or November 9, 2021 City Council meeting.~~

J3. Adopt Resolution No. 6654 approving the funding agreement with Hibiscus Properties for the construction of raised median islands on Chilco Street and authorizing the city manager to execute the funding agreement (Staff Report #21-163-CC) – **continued from August 31, 2021**

Mayor Combs was recused from item J3., and exited the meeting.

The City Council discussed public outreach before selecting the construction method, and the use of remaining funds.

The City Council received clarification on construction options and costs.

The City Council requested a report on the alternative selected.

ACTION: Motion and second (Taylor/ Wolosin), to adopt Resolution No. 6654 approving the funding agreement with Hibiscus Properties for the construction of raised median islands on Chilco Street and authorizing the city manager to execute the funding agreement up to \$605,650 plus contingencies and direct staff to engage with the community to select the preferred alternative, passed 4-0 (Combs recused).

Mayor Combs returned to the meeting.

J4. Adopt Resolution No. 6668 authorizing the city manager to rescind the portions of Emergency Order No. 2 in Fall 2021 related to the Arrillaga Family Gymnasium, City Council Chambers, City Hall, and Arrillaga Family Gymnastics Center (Staff Report #21-183-CC)

ACTION: Motion and second (Nash/ Combs), to approve the consent calendar with the exception of item J3., passed unanimously.

The City Council reordered the agenda.

L1. Adopt Resolution No. 6663 to approve permanent installation of the Belle Haven neighborhood traffic management plan (Staff Report #21-173-CC) (Presentation) – **continued from September 14, 2021**

Web form public comment on item L1.

Mayor Combs was recused from item L1., and exited the meeting.

Senior Transportation Engineer Kevin Chen made the presentation (Attachment).

- Menlo Park Fire Protection representative Jon Johnston spoke in support of staff's

recommendations for the Belle Haven neighborhood traffic management plan.

- Sonia Elks spoke in opposition of the concrete bulbouts on Newbridge Street.

The City Council received clarification on gateway treatments, width of street and bulbouts standards, impacts to vehicles turning when bulbouts in place, ADA (Americans with Disabilities Act) compliance, traffic signal timing considerations, and speed hump cutouts for fire truck wheels.

The City Council discussed other considerations and residential outreach related to flashing stop signs.

The City Council directed staff to not install permanent bulbouts and remove the temporary bulbouts on Newbridge Street, install one speed hump on Newbridge Street between Chilco Street and Sevier Avenue, install speed humps on Chilco Street between Terminal Avenue and Newbridge Street, explore raised crosswalks and flashing stop signs at Chilco Street and Ivy Drive and Chilco Street and Newbridge Street, and replace brick gateways with signage on the sidewalks

ACTION: Motion and second (Taylor/ Wolosin) to adopt Resolution No. 6663 to approve permanent installation of the Belle Haven neighborhood traffic management plan with the following modifications:

- 1) no permanent installation of bulbouts and removal of the temporary bulbouts on Newbridge Street; and
- 2) install one speed hump on Newbridge Street between Chilco Street and Sevier Avenue; and
- 3) install speed humps on Chilco Street between Terminal Avenue and Newbridge Street; and
- 4) replace brick gateways with signage behind the sidewalks; and

And directed staff to:

- 5) explore raised crosswalks and flashing stop signs at Chilco Street and Ivy Drive and Chilco Street and Newbridge Street; and
- 6) discuss with applicant other projects to run simultaneously, passed 4-0 (Combs recused).

The City Council took a recess at 8:00 p.m.

The City Council reconvened at 8:32 p.m.

The City Council reordered the agenda.

- L4. Adopt resolution amending the City Council approved salary schedule effective September 21, 2021 (Staff Report #21-187-CC)

Assistant City Manager Nick Pegueros introduced the item.

ACTION: Motion and second (Wolosin/ Combs), to adopt Resolution No. 6669 amending the City Council approved salary schedule effective September 21, 2021 adding four positions to the salary schedule (Finance Director, Enterprise Applications Administrator, Systems Administrator, and Engineering Services Manager) and; removing one position from the salary schedule (Engineering Services Manager/City Engineer), passed unanimously.

The City Council reordered the agenda.

- L5. Direction on drafting an ordinance and ballot measure for City Council consideration on preserving park land (Staff Report #21-185-CC) (Presentation)

Web form public comment on item L5.

City Councilmember Mueller made the presentation (Attachment).

- Adina Levin spoke in support of low-income housing and impacts to the housing element.
- Catherine Carlton spoke in support of as ordinance preserving park lands.
- Jeff Fenton spoke in support of as ordinance preserving park lands.
- Michal Bortnik spoke in support of as ordinance preserving park lands and requested clarification on how equity is being managed.
- David Yoshida spoke in support of as ordinance preserving park lands.
- Jaqueline Wender spoke in support of as ordinance preserving park lands.
- Michael Babiak spoke in support of as ordinance preserving park lands.
- Maya Sewald spoke in support of as ordinance preserving park lands.
- Brittani Baxter provided information on arena goals for low-income housing.
- Shanda Bahles spoke in support of as ordinance preserving park lands.
- Eminent Domain spoke in support of as ordinance preserving park lands.
- Robert Dickinson requested clarification on the impact of additional housing to the economic crisis.
- Kelsey Banes spoke in support of parks and fair housing.
- Wayne Michelsen spoke in support of as ordinance preserving park lands.
- Ken Chan spoke in support of focusing on the housing element.
- Brian Kissel spoke in support of as ordinance preserving park lands.
- Tim Johnston spoke in support of as ordinance preserving park lands.

The City Council received clarification on private versus public dedications and current park protections.

The City Council discussed preparation of ordinance and the requirements and necessities for a ballot measure.

ACTION: Motion to direct staff to analyze and return a zoning ordinance prohibiting the conversion of City parks to different municipal purposes, (Wolosin/ motion failed with no second.)

ACTION: Motion and second (Mueller/ Combs), to direct staff to draft ordinance that dedicates all parks in the City as dedicated as parks and protected from development unless for the exception of municipal use by a vote of the public, and the city attorney to return list of municipal uses for City Council consideration, and the city attorney will rectify gaps identified in State law for consideration at a later meeting, failed 2-3 (Taylor, Wolosin, and Nash dissenting).

K. Public Hearing

- K1. Ordinance No. 1078 repealing and replacing Menlo Park Municipal Code Section 16.86.025 (Staff Report #21-186-CC)

City Attorney Nira Doherty introduced the item.

ACTION: Motion and second (Combs/ Taylor), to waive the first reading of Ordinance No. 1078 repealing and replacing Menlo Park Municipal Code section 16.86.025, passed unanimously.

L. Regular Business

- L2. Authorize the city manager to reactivate the gymnastics program (Staff Report #21-182-CC) (Presentation)

Web form public comment on item L2.

Library and Community Services Director Sean Reinhart, Interim Assistant Community Services Director Theresa DellaSanta, and Recreation Coordinator Karen Mihalek made the presentation (Attachment).

- Michelle Sutton spoke in support of the private sector management of the City's gymnastics program.

The City Council received clarification on the proposed phase-in approach, cost of reactivation, resident verse non-resident enrollment, capacity for reopening, and liability due to exposure or transmission.

The City Council decided to take no action at this time.

ACTION: By acclamation, the City Council extended the meeting past 11 p.m., passed unanimously

- L3. Adopt the Transportation Management Association feasibility study final report (Staff Report #21-184-CC) (Presentation)

The City Council continued item L3. to a future meeting.

M. Informational Items

- M1. City Council agenda topics: October 2021 (Staff Report #21-178-CC)
- M2. 2021 priorities and work plan quarterly report as of July 31 (Staff Report #21-180-CC)

Web form public comment on item M2.

N. City Manager's Report

City Manager Starla Jerome-Robinson reported on the upcoming Housing Element Update Community Meeting on September 23, 2021 at 6:30 p.m. and the Reimaging Public Safety Subcommittee meetings.

O. City Councilmember Reports

City Councilmember Wolosin reported out on the City Manager Recruitment Subcommittee and upcoming public meetings.

Mayor Combs requested a future agenda item to consider hiring an independent consultant to conduct a 360 performance review of the city attorney which would include soliciting feedback from City staff and conduct a review of the city's legal billings both currently and historically. City Councilmember Taylor supported City Council discussion of the matter at a future City Council

meeting

P. Adjournment

Mayor Combs adjourned the meeting at 11:09 p.m.

Judi A. Herren, City Clerk

NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE

On March 19, 2020, the Governor ordered a statewide stay-at-home order calling on all individuals living in the State of California to stay at home or at their place of residence to slow the spread of the COVID-19 virus. Additionally, the Governor has temporarily suspended certain requirements of the Brown Act. For the duration of the shelter in place order, the following public meeting protocols will apply.

Teleconference meeting: All members of the City Council, city staff, applicants, and members of the public will be participating by teleconference. To promote social distancing while allowing essential governmental functions to continue, the Governor has temporarily waived portions of the open meetings act and rules pertaining to teleconference meetings. This meeting is conducted in compliance with the Governor Executive Order N-25-20 issued March 12, 2020, and supplemental Executive Order N-29-20 issued March 17, 2020.

- How to participate in the meeting
 - Submit a written comment online up to 1-hour before the meeting start time:
[menlopark.org/publiccommentSeptember21*](https://menlopark.org/publiccommentSeptember21)
 - Access the meeting real-time online at:
[Zoom.us/join](https://zoom.us/join) – Meeting ID 998 8073 4930
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SPECIAL MEETING MINUTES – DRAFT

Date: 10/5/2021
Time: 5:00 p.m.
Location: Zoom

Regular Business

A. Call To Order

Mayor Combs called the meeting to order at 5:02 p.m.

B. Roll Call

Present: Combs, Mueller, Nash, Taylor, Wolosin
Absent: None
Staff: Assistant City Manager Nick Pegueros, Deputy City Manager Justin Murphy City Attorney Nira F. Doherty, Assistant City Attorney Nicholas Muscolino

C. Regular Business

- C1. Adopt Resolution No. 6670 to continue conducting the City’s Council and advisory body meetings remotely due to health and safety concerns for the public (Staff Report #21-188-CC)

City Clerk Judi A. Herren introduced the item.

ACTION: Motion and second (Nash/ Taylor), to adopt Resolution No. 6670 to continue conducting the City’s Council and advisory body meetings remotely due to health and safety concerns for the public, passed unanimously.

D. Closed Session

- D1. CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9) Case number: 21-CIV-01717

Web form public comment on item D1.

No reportable action.

E. Adjournment

Mayor Combs adjourned the meeting at 5:26 p.m.

Judi A. Herren, City Clerk

NOVEL CORONAVIRUS, COVID-19, EMERGENCY ADVISORY NOTICE

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[menlopark.org/publiccommentOctober5*](https://menlopark.org/publiccommentOctober5)
 - Access the meeting real-time online at:
Zoom.us/join – Meeting ID 851 2535 4280
 - Access the meeting real-time via telephone at:
(669) 900-6833
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SPECIAL MEETING MINUTES – DRAFT

Date: 10/12/2021

Time: 3:30 p.m.

Location: Zoom

Closed Session

A. Call To Order

Vice Mayor Nash called the meeting to order at 3:33 p.m.

B. Roll Call

Present: Nash, Taylor, Wolosin

Absent: Combs, Mueller

Staff: City Clerk Judi A. Herren, Assistant City Attorney Greg Rubens

C. Closed Session

C1. Closed session conference pursuant to Government Code §54957(b)(1) regarding public employee performance evaluation of the City Manager

ACTION: Motion and second (Wolosin/ Nash), to continue this item to a special meeting on October 13, 2021 at 5 p.m., passed 3-0 (Combs and Mueller absent).

D. Adjournment

Vice Mayor Nash adjourned the meeting at 3:36 p.m.

Judi A. Herren, City Clerk

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menlopark.org/publiccommentOctober12Special*
 - Access the meeting real-time online at:
Zoom.us/join – Meeting ID 830 7372 1708
 - Access the meeting real-time via telephone at:
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STAFF REPORT

City Council

Meeting Date:

10/26/2021

Staff Report Number:

21-211-CC

Consent Calendar:

Adopt Resolution No. 6682 to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public

Recommendation

Staff recommends that the City Council adopt Resolution No. 6682 (Attachment A) to continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public.

Policy Issues

Assembly Bill 361 (AB 361) was signed into law September 16, 2021 allowing cities to continue holding virtual meetings during any emergency proclaimed by the governor. AB 361 sunsets January 1, 2024. The City Council would need to declare every 30 days that the City's legislative bodies must continue to meet remotely in order to ensure the health and safety of the public.

Background

The California Legislature recently approved AB 361, which was signed by the governor September 16, 2021 for signature. The bill allows local legislative bodies to continue to meet remotely through January 1, 2024. A local agency will be allowed to continue to meet remotely when:

- The local agency holds a meeting during a declared state of emergency
- State or local health officials have imposed or recommended measures to promote social distancing
- Legislative bodies declare the need to meet remotely due to present imminent risks to the health or safety of attendees

The City meets the requirements to continue holding meetings remotely in order to ensure the health and safety of the public:

- The City is still under a local state of emergency
- County Health orders require that all individuals in public spaces maintain social distancing and wear masks
- At this time, the City cannot maintain social distancing requirements for the public, staff, City Councilmembers, and advisory body members in their meeting spaces

Analysis

At this time, the City has not been able to ensure that City Councilmembers, Planning Commissioners, and advisory body members can sit six feet apart of each other. Moreover, the County's indoor mask order is still in effect, making it difficult to hear what City Councilmembers, Commissioners, advisory body members, staff and public speakers are saying.

Impact on City Resources

There is no impact on City resources.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it is an organizational structure change that will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Resolution No. 6682

Report prepared by:
Judi A. Herren, City Clerk

Report reviewed by:
Nira F. Doherty, City Attorney

RESOLUTION NO. 6682**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK AND ON BEHALF OF COMMISSIONS AND COMMITTEES CREATED BY THE CITY COUNCIL PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 54952(b) AUTHORIZING TELECONFERENCE MEETINGS IN COMPLIANCE WITH AB 361 (GOVERNMENT CODE SECTION 54953(e) TO CONTINUE TO ALLOW MEMBERS OF THE PUBLIC TO SAFELY PARTICIPATE IN LOCAL GOVERNMENT MEETINGS**

WHEREAS, the City Council is committed to ensuring public access to observe and participate in local government meetings; and

WHEREAS, all meetings of the City Council and other legislative bodies created pursuant to Government Code Section 54952(b) are open and public, as required by the Ralph M. Brown Act, so that any member of the public may participate in local government meetings; and

WHEREAS, the AB 361, codified at Government Code section 54953(e), makes provisions for remote teleconferencing participation in local government meetings, without compliance with the requirements of 54953(b)(3), during a Governor-proclaimed state of emergency and if the local legislative body determines, by majority vote, that as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees, and

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State of Emergency due to the outbreak of respiratory illness due to a novel coronavirus (now known as COVID 19) and that State of Emergency is still in effect in the State of California; and

WHEREAS, on March 11, 2020 the City Council proclaimed the existence of a local state of emergency within the City, pursuant to Section 8625 of the California Emergency Services Act in response to the COVID-19 pandemic; and

WHEREAS, COVID-19 continues to threaten the health and lives of City residents; and

WHEREAS, the SARS-CoV-2 Delta Variant (Delta Variant) is highly transmissible in indoor settings; and

WHEREAS, on July 28, 2021, the California Department of Public Health issued guidance calling for the use of face coverings and stating that the Delta Variant is two times as contagious as early COVID-19 variants, leading to increasing infections, the Delta Variant accounts for over 80% of cases sequenced, and cases and hospitalizations of COVID-19 are rising throughout the state; and

WHEREAS, the Delta Variant has caused, and will continue to cause, conditions of imminent peril to the health and safety of persons within the City; an

WHEREAS, the City Council, acting as a legislative body pursuant to Government Code section 54952(a) and for the benefit of the commissions, committees and other bodies that were created by the City Council pursuant to Government Code section 54952(b) (collectively referred to as "Legislative Bodies"), finds that the current conditions meet the circumstances set forth in Government Code section 54953(e)(3) to allow Legislative Bodies to continue to use teleconferencing to hold open and public meetings if the Legislative Bodies comply with the

requirements set forth in Government Code section 54953(e)(2) to ensure the public can safely participate in and observe local government meetings.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Menlo Park that the City Council does hereby:

1. Find that Current Conditions Authorize Teleconference Public Meetings of Legislative Bodies. Based on the California Governor's continued declaration of a State of Emergency and current conditions, the City Council finds that meeting in person would present imminent risks to the health or safety of attendees, such that the conditions continue to exist pursuant to Government Code section 54953(e)(3) to allow Legislative Bodies to use teleconferencing to hold public meetings in accordance with Government Code section 54953(e)(2) to ensure members of the public have continued access to safely observe and participate in local government meetings.
2. Authorize Legislative Bodies to Conduct Teleconference Meetings. The Legislative Bodies are hereby authorized to take all actions necessary to carry out the intent and purpose of this Resolution, including conducting open and public meetings in accordance with Government Code section 54953(e)(2) and other applicable provisions of the Brown Act.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of October, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ___ day of October, 2021.

Judi A. Herren, City Clerk



STAFF REPORT

City Council

Meeting Date: 10/26/2021

Staff Report Number: 21-207-CC

Consent Calendar: Authorize the Mayor to sign the City's response to the San Mateo County's grand jury report: "California's Ground Zero for Sea Level Rise"

Recommendation

Staff recommends that the City Council approve the City's response (Attachment A) to San Mateo County's Civil grand jury report: "California's Ground Zero for Sea Level Rise" and authorize the Mayor to sign the letter.

Policy Issues

The City is required to respond to the grand jury report according to Penal Code 933.05.

Background

The San Mateo County Civil grand jury is an independent judicial body composed of 19 citizens who serve as the "watchdog for the citizens of the County." Empowered by the state judicial system, the San Mateo County grand jury is a fact-finding body who makes specific recommendations to a wide range of topics to help improve local government operations. The 2020-21 Civil grand jury issued eight final reports, all available online and included via hyperlink in Attachment B.

On August 11, 2021, the 2020-21 San Mateo County Civil grand jury issued a report titled "California's Ground Zero for Sea Level Rise," included as Attachment C. The City of Menlo Park, like other jurisdictions in the County of San Mateo, is required to submit comments on the findings and recommendations pertaining to the matters over which it has some decision-making authority within 90 days. The City Council's response to the report is due no later than November 11, 2021. Response letters must be approved by the governing body of each jurisdiction at a public meeting.

Analysis

The 2020-21 San Mateo Civil grand jury selected to explore whether the San Mateo County Flood and Sea Level Rise Resiliency District (OneShoreline) has sufficient support and resources to adequately address the sea level rise challenge. The grand jury made 13 findings and four recommendations in its report. The City of Menlo Park's response to the grand jury's findings and recommendations are included in Attachment A.

The City agrees with many of the findings and recommendations in the report. The City Council, on May 5, 2019, adopted resolution 6497 (Attachment D) which supported the formation of OneShoreline and committed to providing funding towards its first three years of operations. OneShoreline's mission was to "consolidate the work of the San Mateo County Flood Control District and Flood Resiliency Program and

initiate new countywide efforts to address sea level rise, flooding, coastal erosion, and large-scale stormwater infrastructure improvements through integrated regional planning, project implementation, and long-term maintenance.” The grand jury’s review focused on the resources and response to sea level rise, but did not address the other components of OneShoreline’s mission – flooding, coastal erosion and large-scale stormwater infrastructure – which are important elements to its role as a successor to the County Flood Control District and Flood Resiliency Program.

Impact on City Resources

There is no impact on City resources.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. City of Menlo Park response letter
- B. Hyperlink – San Mateo County Civil grand jury 2020-21 final reports:
sanmateocourt.org/court_divisions/grand_jury/2020.php
- C. Hyperlink - Grand jury report: “California’s Ground Zero for Sea Level Rise”:
sanmateocourt.org/documents/grand_jury/2020/Sea%20Level%20Rise.pdf
- D. Hyperlink – City Council staff report to adopt Resolution No. 6497 supporting the formation of OneShoreline: menlopark.org/DocumentCenter/View/21427/G6-20190507-SLR-Agency-CC

Report prepared by:
Nikki Nagaya, Public Works Director

Report reviewed by:
Justin Murphy, Deputy City Manager



October 26, 2021

The Honorable Judge Amarra A. Lee
Judge of the Superior Court
c/o Jenarda Dubois
San Mateo County Superior Court
400 County Center; 2nd Floor
Redwood City, CA 94063

RE: Civil Grand Jury Report: “San Mateo County: California’s Ground Zero for Sea Level Rise”

Dear Honorable Judge Lee:

Thank you for the opportunity to review and comment on the above-referenced Grand Jury Report filed on August 11, 2021. The City Council of the City of Menlo Park (City) voted at its public meeting on October 26, 2021 to authorize this response to the report.

Response to Grand Jury Findings

F1. Sea level rise will seriously damage critical San Mateo County infrastructure and assets unless the County and its cities and towns prepare now.

City response: *The City of Menlo Park agrees that infrastructure and assets within San Mateo County are at risk due to sea level rise. Planning for sea level rise and resilience to climate change will be less costly by taking steps to plan for and address these conditions today. The City adopted its 2030 Climate Action Plan in 2020 with the goal of achieving zero emissions by 2030 through six key actions, one of which (CAP-6) is to protect the community from sea level rise and flooding.¹*

F2. Sea level rise infrastructure projects can take more than a decade to plan, fund and build.

City Response: *The City of Menlo Park agrees that many infrastructure projects, including sea level rise, flood protection, and erosion control projects, can take years, and often times more than a decade to plan, fund, and construct, due to complexities with land rights, funding, and permitting.*

¹ City of Menlo Park, 2030 Climate Action Plan: <https://www.menlopark.org/ArchiveCenter/ViewFile/Item/12230>

F3. Complex federal and state regulations and procedures delay and increase the costs of already expensive sea level rise mitigation projects. They need to be revised.

City Response: *The City of Menlo Park agrees in part with this finding. Federal and state regulations and procedures are complex, and sometimes in conflict with each other, requiring project sponsors to work collaboratively with multiple agencies with sometimes opposing primary goals. However, federal and state partners are also critical technical experts helping to solve complex sea level rise and coastal protection projects, and balance competing interests given unique habitat and ecological considerations in different areas. In addition, these agencies often provide critical funding for such projects. The City agrees that development of a simplified regulatory structure that addresses these existing conflicts in a more systematic way, instead of project-by-project, would be beneficial to advancing more projects and completing them more timely and at a lower cost.*

F4. Delaying sea level rise projects will increase costs.

City Response: *The City of Menlo Park agrees that delaying projects will result in higher costs. Costs typically escalate each year due to increase costs for materials, labor, and inflationary adjustments.*

F5. To remain effective, OneShoreline needs steady, long-term, operational funding.

City Response: *The City of Menlo Park agrees with this finding. All organizations with a long-term mission need a plan for long-term funding to be most effective. At the time of its creation in 2019, OneShoreline’s mission was to: “consolidate the work of the SMC Flood Control District and Flood Resiliency Program and initiate new countywide efforts to address sea level rise, flooding, coastal erosion, and large-scale stormwater infrastructure improvements through integrated regional planning, project implementation, and long-term maintenance.” This is a long-term mission, for which long-term funding is needed.*

F6. Coordination between neighboring jurisdictions is important to reduce costs and improve the effectiveness of a SLR project.

City Response: *The City agrees that collaboration between neighboring jurisdictions is essential to planning and constructing effective sea level rise projects. The City has demonstrated collaboration with partner agencies and neighboring jurisdictions as a member of the San Francisquito Creek Joint Powers Authority and participation in the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project. OneShoreline is leading construction on the Bayfront Canal project.*

F7. Competing budget priorities among the entities in a sea level rise project make the projects difficult to fund and manage, lead to risk of delays and missed deadlines.

City Response: *The City of Menlo Park agrees in part with this finding. While it is true that sea level rise projects would compete with all other operational and capital*

funding needs, this is true of all infrastructure projects. Similarly, most large infrastructure projects require compilation of funding from many different federal, state, local and private contributions, and while, a challenge, it is not unique to sea level rise projects.

F8. Numerous hazardous material sites in the County must be protected from sea level rise flooding.

City Response: *The City of Menlo Park agrees with this finding. As part of the ongoing updates to the City's general plan housing and safety elements, there are four hazardous waste sites that are at risk from the current FEMA 100-year tide and approximately six feet of sea level rise.²*

F9. Storm surge and sea level rise threaten the County's wastewater treatment plants affecting everyone in the County – even inland County residents.

City Response: *The City of Menlo Park agrees with this finding related to the wastewater treatment facilities that are located in areas that are at risk of sea level rise and serve "inland" residents outside the area directly threatened by sea level rise. The 2018 Sea Level Rise Vulnerability Assessment found that seven of the nine wastewater treatment plants in San Mateo County are at risk of sea level rise and storm surge resulting from the FEMA 100-year tide and approximately six feet of sea level rise. While no wastewater treatment facilities are currently at risk in Menlo Park, West Bay Sanitary Sewer District has an existing pump station, a flow equalization and resource recovery facility, and a recycled water facility currently in design.³*

F10. OneShoreline is uniquely positioned to augment San Mateo County's ability to combat sea level rise by its planning, funding, permitting expertise, and guidance.

City Response: *The City of Menlo Park agrees with this finding. By repurposing the San Mateo County Flood Control District and Flood Resiliency Program, OneShoreline is best positioned to leverage resources and partnerships across jurisdictional boundaries to address the challenges of sea level rise.*

F11. Destruction of low-cost housing on the Bay and coast by flooding and erosion due to sea level rise will further increase inequities in communities such as Belle Haven (Menlo Park), East Palo Alto, Redwood City, and Pacifica.

City Response: *The City of Menlo Park agrees in part with this finding. The City agrees that the impacts of sea level rise could impact the Belle Haven neighborhood of Menlo Park, East Palo Alto, Redwood City, and Pacifica, and exacerbate inequities experienced by residents in these neighborhoods. However, these impacts are not limited to the destruction of housing, but also include the resulting displacement and*

² City of Menlo Park Housing, Safety and Environmental Justice Element Updates (2021), slide 45: <https://www.menlopark.org/DocumentCenter/View/29537/20210826-Housing-Element-Update-Community-Meeting-Presentation-English>

³ West Bay Sanitary Sewer District, Recycled Water information: <https://westbaysanitary.org/services/recycled-water/>

economic, social, and emotional impacts and financial instability that could result from sea level rise and increased or more frequent flooding risk.

F12. OneShoreline effectively collaborates with the Office of Sustainability and others on public engagement campaigns to education individuals on how sea level rise will affect San Mateo County.

City Response: *The City of Menlo Park agrees in part with this finding. The City cannot comment on the collaboration between OneShoreline and the County's Office of Sustainability, and defers to the Office of Sustainability as the agency most qualified to respond to this finding. The City agrees that OneShoreline collaborates with its partners related to sea level rise. As two examples:*

- *OneShoreline is leading construction of the Bayfront Canal and Atherton Channel Flood Protection and Ecosystem Restoration Project, in which Menlo Park is a partner.*
- *OneShoreline led a series of workshops/public forums in collaboration with the League of Women Voters and other partners in 2021 to educate residents on climate change risks, resiliency and various efforts underway to address these issues. Menlo Park staff participated in one of these forums, and the City helped advertise the workshops through our communication channels.*

F13. A loan program to provide cities and towns funds for the required preliminary engineering necessary to obtain partial state or federal funding for SLR projects would be beneficial.

City Response: *The City of Menlo Park agrees in part with this finding. A source of funding to assist municipalities with the planning and design of sea level rise projects would be helpful. However, the structure of such a program, and whether a loan program is most effective, should be determined after more detailed analysis and evaluation. For example, the state of California currently offers low-interest loans for water infrastructure projects; this is generally effective for projects that can be financed up-front through the state assistance program and funded by rate payers over time. In the case of sea level rise projects, since no longer term funding currently exists, a loan program may not be as effective to finance up-front costs.*

Response to Grand Jury Recommendations

R1. At a public meeting, each city and town council, or board of supervisors should take at least one concrete action towards establishing a continuing funding source for OneShoreline, identify that action in response to this report, and potentially adopt a resolution expressing support for a parcel tax or property tax by June 30, 2022.

City Response: *On May 7, 2019, the City Council adopted resolution 6497 to commit to provide three years of funding for OneShoreline (then known as the San Mateo County Flood and Sea Level Rise Resiliency Agency).⁴ This commitment was based*

⁴ <https://www.menlopark.org/DocumentCenter/View/21427/G6-20190507-SLR-Agency-CC>

on the mission of OneShoreline to address sea level rise, large stormwater projects, and erosion issues; one of the key first steps was to be development of a flood and sea level rise investment plan. While the City recognizes the need for a long-term funding strategy for OneShoreline, it would like to see the investment plan prior to committing support for or a timeline for a parcel tax or property tax.

R2. A coordinated lobbying strategy with participation by the County, by San Mateo County cities and towns, by OneShoreline, and by other interested Bay Area cities and counties for federal and state regulatory simplification by January 31, 2022.

City Response: *The City is willing to participate in the implementation of this recommendation as noted. The City is engaging, along with the San Francisquito Creek Joint Powers Authority, in discussions about streamlining permitting through the San Francisco Bay Restoration Regulatory Integration Team (BRRIT), and this would be a natural extension of this work for streamlining and creating more consistency across existing regulatory requirements.*

R3. OneShoreline consider establishing and administering a low interest revolving loan fund to enable jurisdictions to prepare the initial engineering and planning necessary to obtain federal and state funding for SLR projects, establishing such program by December 31, 2021.

City Response: *The grand jury requested OneShoreline respond to this recommendation. No City response is required.*

R4. The County Board of Supervisors and each city and town council, should ensure that their general plans regarding SLR protection include transportation and utility infrastructure, schools, public safety facilities and hazardous material sites by March 31, 2022.

City Response: *The City's general plan (last adopted in 2016) includes several policies regarding sea level rise:*

- *Program LU-7.F: Adaptation Plan. Work with emergency service providers to develop an adaptation plan, including funding mechanisms, to help prepare the community for potential adverse impacts related to climate change, such as sea level rise, extreme weather events, wildfire, and threats to ecosystem and species health.*
- *Program LU-7.G: SAFER Bay Process. Coordinate with the SAFER Bay process to ensure that the Menlo Park community's objectives for sea level rise/flood protection, ecosystem enhancement, and recreational trails are adequately taken into account.*
- *Program LU-7.H: Sea Level Rise. Establish requirements based on State Sea Level Rise Policy Guidance for development projects of a certain minimum scale potentially affected by sea level rise to ensure protection of occupants and property from flooding and other potential effects.*

The conceptual plans for sea level rise protection in SAFER Bay would result in protection of transportation, utilities, schools, public safety facilities, and hazardous

material sites within Menlo Park. The City is currently working with the San Francisquito Creek Joint Powers Authority and other partners to secure funding to implement SAFER Bay.

In addition, the City is currently updating its Local Hazard Mitigation Plan as part of a countywide effort, the San Mateo County Multijurisdictional Local Hazard Mitigation Plan. The Plan is currently undergoing review by the California Office of Emergency Services and FEMA, and is anticipated to be reviewed and approved by the City Council by the end of 2021. Furthermore, the City is currently updating its Housing, Safety, and Environmental Justice Elements and anticipates sea level rise will be further addressed through those updates. These changes are anticipated to be completed by the end of 2022.⁵

If you have further questions, please contact Nikki Nagaya, Public Works Director at nhnagaya@menlopark.org or at 650-330-6780.

Sincerely,

Drew Combs
Mayor

⁵ City of Menlo Park, Housing Element project timeline: <https://menlopark.org/1838/Project-timeline>



STAFF REPORT

City Council

Meeting Date: 10/26/2021

Staff Report Number: 21-208-CC

Consent Calendar: **Adopt Resolution No. 6680 to amend the tenant assistance program administered by Samaritan House to increase program funding with the use of American Rescue Plan funds in the amount of \$250,000 and expand program guidelines to include mortgage assistance**

Recommendation

Staff recommends City Council adopt Resolution No. 6680 (Attachment A) which approves the following amendments to the tenant assistance program:

1. Increase program funding with the use of American Rescue Plan (ARP) funds in the amount of \$250,000; and
2. Modify program guidelines to include mortgage assistance; and
3. Modify the program name from tenant assistance program (TAP) to Housing Assistance Program (HAP) to more accurately capture the addition of mortgage assistance being offered.

Policy Issues

The program provides financial assistance to households that have a temporary loss of income related to COVID-19 or other circumstances, which helps bridge the monetary gap to keep lower income households from becoming homeless.

Background

On May 7, 2019, the City Council approved the tenant relocation assistance program guidelines and by resolution (Attachment B), authorized a funding agreement with Samaritan House to administer Menlo Park's community housing fund to provide tenant relocation assistance in the amount \$100,000 for direct relocation assistance payments and \$12,000 for program administration expenses.

On March 10, 2020, the City Council received a progress report from staff and Samaritan House on the tenant relocation assistance program. In consideration of the anticipated impacts on household incomes due to COVID-19, the City Council directed staff to prepare an amendment to the program to repurpose and retitle the program to the TAP and expand the scope to include rental assistance. On March 26, 2020, the City Council approved these amendments and requested staff prepare a report on additional options for consideration to expand the use of the program funds for mortgage assistance, utility payments, food and other basic needs. On April 14, 2020, staff provided a report on additional options to modify the TAP; however, no changes were recommended or adopted by the City Council at that time because it was determined additional services are already addressed by other programs and resources.

On June 28, 2021, the City Council adopted the fiscal year 2021-22 budget. The approved budget incorporated a transfer of \$2.91 million from the ARP fund to eliminate an operating deficit in the general

fund and fund City Council-approved specific service level enhancements. Stimulus funds must be expended by December 31, 2024. The following assistance method was outlined in tier one of the service level enhancements:

Eviction and incidental assistance – \$250,000

Using ARP funds, this money will be used for rental assistance, owner-occupied mortgage assistance and other financial assistance to help prevent eviction or displacement. These funds would also be provided to local nonprofit legal organizations to support tenants and landlords to prevent eviction and displacement. All funds will be administered by nonprofit organizations.

Analysis

The current TAP provides assistance intended to help bridge temporary financial gaps to prevent lower income households from becoming homeless and to provide temporary relief to households that have suffered a loss of income due to COVID-19 or other emergency circumstances. It may also be used for tenant relocation assistance under certain circumstances.

From April 1, 2020, to September 30, 2021, Samaritan House had distributed a total of \$95,556 in financial assistance via the TAP. In total, 32 households comprised of 86 individuals have been assisted. In addition to delivering these services to the Menlo Park community, Samaritan House partners with state programs, such as the California COVID-19 Rent Relief Program, to ensure households are accessing additional financial assistance resources. Samaritan House staff have leveraged other funding sources to distribute an additional \$176,111 in financial assistance to help Menlo Park residents in need due to the pandemic.

The California eviction moratorium expired September 30, 2021. The California COVID-19 Relief Program, also known as Housing is Key, provides financial assistance for rent and utilities to income-eligible California renters and their landlords who have been impacted by COVID-19. Both renters and landlords may apply for assistance. For any residents seeking information about the assistance programs specific to Menlo Park, please contact Samaritan House (Attachment C) or by calling (650) 347-3648. For more information about State funding please contact the California Department of Housing and Community Development (Attachment D) or by calling (833) 430-2122.

The following demographic information, provided by Samaritan House, captures information about the individuals and households whom have received TAP funds.

Race/ethnicity	Percentage of individuals
American Indian /Alaskan Native	0%
Asian	2%
Black /African American	8%
Hispanic /Latino	54%
Native Hawaiian /Philippine Islands	0%
White	6%
Mixed Race	30%

Table 2: Reason for TAP funds by household	
Reason	Percentage of households ¹
COVID-19 – Temporary lay off	50%
COVID-19 – Furloughed	22%
COVID-19 – Self-isolation w/ illness	9%
COVID-19 – Reduced work hours	9%
COVID-19 – Job hunting during pandemic	3%
COVID-19 – Self-quarantine	6%

¹ Total percentage adds to 99% due to figures being rounded

Program modifications:

City Council-approved service level enhancements, for the 2021-22 fiscal year budget, earmark funding that allows for the inclusion of mortgage assistance and will extend services already being administered by Samaritan House. The California COVID-19 Relief Program does not offer mortgage assistance, and therefore creates a need for this type of financial assistance to qualified households. Based on feedback from Samaritan House, homeowners have contacted their organization for assistance with both rent and mortgage assistance. Staff is recommending the TAP name be changed to Housing Assistance Program (HAP) to more accurately capture the proposed additions to services. Staff does not want to unintentionally discourage potential owner-occupied homeowners from seeking financial assistance, as the previous name may indicate they are not included.

HAP guidelines overview:

Eligible use of funds

- One-time rental and mortgage assistance related to COVID-19 or other emergency circumstances
- Tenant relocation assistance (related to substantial rent increase or no cause eviction)

Household eligibility criteria / requirements

- Lease or owner-occupy a residential unit within incorporated Menlo Park
- Must have resided in unit for a minimum of 12 months
- Applicants for non COVID-19 related emergency rental assistance must demonstrate their ability to maintain income sustainability (e.g., they have enough income in the future to afford their rent)
- Income cannot exceed 150 percent of the area median income for San Mateo County

Amount of assistance

- Up to \$5,000 per household (allows Samaritan House to maximize the reach of the program)
- All rent and mortgage payments will be disbursed directly to landlords, property managers and/or bank/financial institutions.

Program funding

Similar to the original agreement signed between the City and Samaritan House, program administration expenses are 12 percent or \$30,000 of the total \$250,000 funding allocation as described in the amended agreement. After administrative cost, \$220,000 will be earmarked to reach the Menlo Park community directly, which staff finds acceptable for the services being provided.

Summary

Samaritan House is a designated San Mateo County core service provider and administers multiple

assistance programs including housing/shelter, food, utility and many others. Due to their ability to assist households with a variety of needs, staff believes continued financial support via the HAP will positively benefit the Menlo Park community. The City's partnership with Samaritan House has been exceptionally beneficial for households to remain stably housed during this time of financial hardship and economic instability. Through the expansion of program guidelines to include mortgage assistance and increased funding from ARP funds, additional households will be served throughout the Menlo Park community.

Impact on City Resources

The City Council allocated \$250,000 of ARP funds in the fiscal year 2021-2022 approved budget to support this program and no additional funds are requested at this time. The only other City resources utilized for this program is staff time.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Resolution No. 6680
- B. Resolution No. 6551
- C. Hyperlink – Samaritan House San Mateo
samaritanhousesanmateo.org
- D. Hyperlink – California Department of Housing and Community Development
hcd.ca.gov

Report prepared by:

Mike Noce, Acting Housing Manager

Reviewed by:

Justin Murphy, Deputy City Manager

RESOLUTION NO. 6680**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AMENDING THE TENANT ASSISTANCE PROGRAM TO INCLUDE AN
ADDITIONAL ONE-TIME FUNDING CONTRIBUTION AND ASSISTANCE FOR
OWNER-OCCUPIED DWELLINGS UNABLE TO PAY MORTGAGE AND
CONTINUE TO ASSIST HOUSEHOLDS UNABLE TO PAY RENT DUE TO
FINANCIAL IMPACTS RELATING TO THE COVID-19 VIRUS**

WHEREAS, there are 12,347 residential units in Menlo Park. Of those, 6,927 (or 56 percent) units are owner occupied and 5,420 (or 44 percent) units are tenant occupied. In the Belle Haven neighborhood, 57 percent of the total population are tenants; and

WHEREAS, the City of Menlo Park currently does not regulate rent increases or reasons for evictions from residential property and certain aspects of public peace, health, and safety are not adequately protected due to the lack of regulation; and

WHEREAS, the California COVID-19 Relief Program, also known as Housing is Key, does not currently provide mortgage payment assistance to income qualified, owner-occupied households for reasons related to financial impacts as a result of the COVID-19 virus; and

WHEREAS, the COVID-19 virus continues to impact members of the Menlo Park community especially low-income, elderly, and disabled households with minor children and/or fixed incomes justifying financial assistance for households experiencing the impacts of the COVID-19 virus; and

WHEREAS, the City will modify the name of the Tenant Assistance Program to the Housing Assistance Program to ensure the addition of mortgage assistance for qualified, owner-occupied households is more accurately captured in the program title; and

WHEREAS, on June 28, 2021 the Menlo Park City Council approved their 2021-22 fiscal year budget and the use of American Rescue Plan (ARP) funds to eliminate the City's operating deficit and approve specific service level enhancements; and

WHEREAS, the City Council approved a specific service level enhancement that includes the use of ARP funds for rental assistance, owner-occupied mortgage assistance and other financial assistance to prevent eviction or displacement; and

NOW, THEREFORE, IT IS RESOLVED that:

1. The Tenant Assistance Program Guidelines adopted pursuant to Resolution No. 6551 are hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by this reference.
2. Approve and direct the City Manager to execute the Community Funding Agreement with Samaritan House, attached hereto and incorporated herein by the reference as Exhibit B.

//

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of October, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ___ day of October, 2021.

Judi A. Herren, City Clerk

HOUSING TENANT ASSISTANCE PROGRAM GUIDELINES

(as amended October 26, 2021 by City Council Resolution No. 0000)

PURPOSE

This program will provide ~~tenant rental financial~~ assistance payments to Menlo Park residents facing displacement from their rental units and homes for reasons not addressed by the ~~new~~ tenant relocation assistance ordinance, emergency rental assistance and rental assistance related to impacts of COVID-19, including loss or decrease in income.

The Housing Assistance Program, formerly Tenant Assistance Program, will serve the needs of the community with the use of American Rescue Plan (ARP) funds as part of the City's 2021-22 approved fiscal year budget. With the use of a one-time funding contribution made to expand the number of households receiving financial assistance, the program will now include mortgage assistance for qualifying owner-occupied households meeting the program eligibility requirements.

This funding is not intended for use as the sole support for the program. The program administrator is required to enter into a contractual agreement with the City detailing the specific objectives to be accomplished as a result of the grant.

POLICY

1. GOALS AND PHILOSOPHY

The City of Menlo Park recognizes that:

1.1 the availability of basic human service and housing programs is a key determining factor in the overall quality of life of Menlo Park residents;

1.2 the most cost-effective and efficient manner to insure that these services are available to local residents is through the development of agreements with existing non-profit agencies;

1.3 contractual agreements with non-profit agencies allow the City to influence the human service and housing programs offered to Menlo Park residents; and

1.4 financial assistance grants demonstrate the City's support of the activities of specific non-profits and make it possible for these agencies to leverage additional funds which will benefit local residents.

2. PROGRAM ADMINISTRATION

2.1 Program administrator must be an incorporated non-profit entity and must be tax exempt (under Section 501(c)(3) of the IRS Code, and Section 2370(d) of the California Revenue and Taxation Code).

2.2 Program administrator must be based in or near Menlo Park and provide services locally.

2.3 Program administrator shall maintain accounting records which are in accordance with generally accepted accounting practices and must have an independent audit performed at least once every two years.

2.4 Program administrator must have bylaws which define the organization's purposes and functions, its organization and the duties, authority and responsibilities of its governing body and officers.

2.5 Governance of the program administrator should be vested in a responsible and active board which meets at least quarterly and establishes and enforces policies. The board should be large enough and so structured to be representative of the community it serves. It should have a specific written plan for rotation or other arrangements to provide for new members.

2.6 Program administrator must provide for adequate administration of the program to insure delivery of the services. The program administrator must have a written job description for each staff position and an organizational chart approved by the board. One individual must be designated as the full time director of the agency.

2.7 Program administrator shall use no less than 88% of City funds and other private donations to the program for direct relocation assistance payments, emergency rental and mortgage assistance payments and financial rental assistance related to impacts of COVID-19 for eligible expenses and services. Program administration costs shall not exceed 12%.

3. PROGRAM ELIGIBILITY AND AMOUNT OF ~~TENANT~~ FINANCIAL ASSISTANCE PAYMENTS

3.1 Eligibility for tenant rental and mortgage assistance is based on certain program criteria. Assistance is primarily for circumstances that are not covered by the City's Tenant Relocation Assistance Ordinance including:

- a. Inability to pay rent or mortgage due to economic condition caused by COVID 19
- b. Unsustainable rent increase
- c. Landlord chooses not to continue to lease/rent to tenant
- d. Landlord issues notice to vacate
- e. Other extraordinary circumstances as determined by the program administrator and approved by the city's Community Development Director on a case by case basis

During the existence of the declared local emergency relating to COVID 19, priority will be given to the first eligibility criteria.

The general definition of an unsustainable rent increase is an amount equal to or greater than the Consumer Price Index (CPI) plus 10%, based on the current lease or rent amount before the tenant received the notice of increase. A range of CPI plus 5% to 10% is permitted in certain circumstances in order to administer the assistance on a case-by-case basis after an eligibility analysis is conducted.

3.2 In addition to an applicant submitting proof of eligibility (e.g. loss of income due to COVID-19, notice of unsustainable rent increase, notice to vacate, etc.), households must:

- a. meet income eligibility requirements
- b. occupy a unit located in incorporated Menlo Park for a minimum of twelve (12) months
- c. have a current valid lease or rental agreement with landlord for rental assistance or current mortgage documents and ability to demonstrate owner-occupied status for mortgage assistance

3.3 Households in the process of an eviction are generally not eligible, but the Community Development Director may make exceptions on a case by case basis.

3.4 Households must have income at or below 150% of the Area Median Income (AMI) for San Mateo County, as may be adjusted from time to time. Income determination is based on household income at the time of receipt of the qualifying relocation action notice or the gross income from the previous 30 days, whichever is less

3.5 Households must request assistance from the program administrator and must consent to providing information and documentation as requested for eligibility determination.

3.6 ~~Financial Tenant~~ assistance shall not exceed \$5,000 per household. Only one assistance payment per unit is permitted, even if more than one household lives in a unit. ~~Financial Relocation~~ assistance payments will be disbursed directly to vendors and rent or mortgage payments will be disbursed directly to landlords, ~~or~~ property managers and/or bank/financial institutions on behalf of eligible households. Eligible expenses include:

- a. Rent or mortgage payment
- b. Rental/lease deposit
- c. Moving related expenses
- d. Other customary and directly related relocation expenses as determined by program administrator

3.7 Legal fees are not an eligible relocation expense.

3.8 Tenant assistance is available one time only per household.

3.9 Households must request assistance from the program administrator and must consent to providing information and documentation as requested for eligibility determination.

4. FUNDING AND REPORTING

4.1 The City ~~will~~provided one-time initial program funding of \$100,000 from the General Fund and expects other private sector partners to contribute to the program. Donations shall be made directly to program administrator and designated to support the ~~Housing Tenant~~ Assistance Program.

4.2 As a result of American Rescue Plan funds, the City will provide an additional one-time program funding contribution of \$250,000 to the Housing Assistance Program, which was approved as part of the City's 2021-22 fiscal year budget.

4.~~32~~ Funds will be disbursed on a first come first served basis. This is a pilot program and no entitlement to funds shall be created by virtue of eligibility.

4.~~43~~ All decisions of the program administrator shall be final.

4.54 Program administrator shall track and report on the status of funds received and program administration on a periodic basis as specified in a funding agreement. City Community Development/Housing staff will review reports and provide summary reports to the Housing Commission and City Council on program performance.

COMMUNITY FUNDING AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Agreement #:
AGREEMENT BETWEEN THE CITY OF MENLO PARK AND SAMARITAN HOUSE
<p>THIS AGREEMENT made and entered into at Menlo Park, California, this _____ day of _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and SAMARITAN HOUSE, hereinafter referred to as "FIRST PARTY."</p> <p>WITNESSETH:</p> <p>WHEREAS, FIRST PARTY provides a financial assistance program on behalf of the City of Menlo Park; and</p> <p>WHEREAS, FIRST PARTY has requested financial assistance in order to conduct the program for residents of City during the fiscal years commencing 11/1/2021, and ending 6/30/2024; and</p> <p>WHEREAS, City has reviewed said request and desires to allocate to FIRST PARTY the sum of two hundred fifty thousand and no/100 dollars (\$250,000).</p> <p>NOW, THEREFORE, the parties hereto do hereby agree as follows:</p>
1. FUNDING AND PAYMENT
City shall allocate to FIRST PARTY the sum of two hundred fifty thousand and no/100 dollars (\$250,000) for exclusive use by FIRST PARTY during the fiscal year commencing 11/1/2021, and ending 6/30/24, solely for the purposes described in paragraph 2 (hereinafter the "Funds").
2. USE OF FUNDS AND TERM

FIRST PARTY shall use the funds provided pursuant to paragraph 1 solely for the program purposes described in the approved Menlo Park financial assistance program, which program is attached hereto and incorporated herein by this reference (hereinafter the "Program."). As detailed in the Program, administration cost shall cost no more than 12 percent.

This Agreement shall commence upon the date set forth above and shall terminate when all terms of the Agreement have been met.

Should FIRST PARTY use funds for any purpose which is inconsistent with the program purposes and/or this Agreement, the City shall have the right and obligation to request and FIRST PARTY agrees to provide, documentation and proof that the funds provided pursuant to this Agreement were expended for the approved purpose for which they were granted. If FIRST PARTY fails to provide adequate proof as determined by the City, FIRST PARTY shall be in default of this Agreement and the City shall have the right to require FIRST PARTY to return and reimburse all or a portion of the funds which the City determines were expended in a manner that does not meet the requirements or scope of this Agreement.

3. CHANGES TO PROGRAM

Those portions of the Program which are funded by the Funds shall not be revised or changed without prior written consent of the City Manager.

4. PAYMENTS

FIRST PARTY shall keep detailed and accurate records of all expenditures made and expenses incurred which are funded under this agreement. Payments of funds allocated pursuant to paragraph 1 shall be made to FIRST PARTY once the agreement is executed.

5. STANDARD OF SERVICE

FIRST PARTY warrants to City that it will perform all Program activities funded hereunder in accordance with the highest standards and shall be responsible for, and hold City harmless from any failure to provide such activities in accordance with such standard. FIRST PARTY shall verify that all activities funded hereunder benefit only residents within City's corporate limits.

6. ANNUAL REPORT

FIRST PARTY shall submit a narrative report to City at the end of the fiscal year describing the activities funded under this agreement. Said report shall include the total number of direct beneficiaries with demographic information regarding ethnicity, age and other data as required by City.

7. FINANCIAL STATEMENT/ANALYSIS; AUDIT

FIRST PARTY shall make available to City, or the public, upon request, a financial statement and analysis setting forth in detail the manner in which, and the specific purposes for which, the funds paid hereunder were expended to the date of such accounting. In addition to the foregoing, and in any event, FIRST PARTY shall submit to City no later than 6/30/2020, a detailed financial statement and analysis setting forth the foregoing information. Said statement and analysis may be combined with the end of the year narrative report submitted pursuant to paragraph 6.

8. AUDIT; MONITORING

City may audit the records and accounts of FIRST PARTY for the purpose of verifying expenditures by FIRST PARTY of funds provided hereunder or verifying statements or analyses made or provided by FIRST PARTY hereunder. FIRST PARTY shall respond to, and comply with, any audit exception made or taken by City relating to FIRST PARTY's performance or failure to perform hereunder. FIRST PARTY shall pay City the full amount owing to City determined to be owing as a result of any such audit exception.

9. CONTRACTOR'S STATUS

In the performance of the obligations set forth in this agreement, FIRST PARTY shall have the status of an independent contractor and shall not be deemed to be an employee, agent or officer of City.

10. INDEMNIFICATION AND INSURANCE

FIRST PARTY agrees to indemnify, defend and save harmless the City, its officers, representatives, and employees from and against any and all claims for loss, injury or damage resulting from the prosecution of said work except to the extent any claim arises out of the sole negligence or willful misconduct of the City. FIRST PARTY shall indemnify, defend and hold the City and its elected and appointed officers, officials, employees, agents, consultants, and contractors (collectively, the "Indemnitees") harmless from and against all liability, loss, cost, expense (including without limitation attorneys' fees and costs of litigation), claim, demand, action, suit, judicial or administrative proceeding, penalty, deficiency, fine, order, and damage which directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages.

11. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

FIRST PARTY hereby warrants and agrees that, in the performance of this agreement, it will not, in connection with the employment, advancement or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against person because of their age, except upon the basis of bona fide occupational qualification, retirement plan or statutory requirement, and will not specify, in solicitations or advertisement for employees to work on this agreement, a maximum age limit, unless such limit is based upon bona fide occupational qualification, retirement plan or statutory requirement.

FIRST PARTY further warrants and agrees that it will comply with all provisions of executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor; and that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. FIRST PARTY will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

12. NON-DISCRIMINATION BASED ON DISABILITY

FIRST PARTY hereby agrees that it will comply with the provisions of Section 504 of the Rehabilitation Act of 1973 and the American with Disabilities Act (ADA) providing equal access and reasonable accommodations in employment programs and services to persons who are disabled.

13. INTEREST OF PUBLIC OFFICIALS

No members, officers, or employees or agents of the City of Menlo Park, no member of the City Council and no other public official who exercises any function or responsibility with respect to this agreement or FIRST PARTY's program during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in this agreement or a related subcontract agreement, or the proceeds thereof. FIRST PARTY shall incorporate in all subcontract agreements hereunder a provision prohibiting such interest.

14. LOBBYING PROHIBITED

Funds provided under this agreement shall not be used by FIRST PARTY for publicity or propaganda purposes designed to support or defeat legislation pending before federal, state, or local government.

15. PARAGRAPH HEADINGS

Paragraph headings and sub-paragraph headings are used herein are for convenience only and shall not be deemed to alter or modify the provisions of the paragraphs or sub-paragraphs headed thereby.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FIRST PARTY:

Signature

Date

Printed Name

Title

Tax ID#

APPROVED AS TO FORM:

Nira F. Doherty, City Attorney

Date

CITY OF MENLO PARK:

Starla Jerome-Robinson, City Manager

Date

ATTEST:

Judi A. Herren, City Clerk

Date

RESOLUTION NO. 6551

RESOLUTION OF THE CITY COUNCIL ESTABLISHING TENANT ASSISTANCE PAYMENT FUND TO ASSIST TENANTS UNABLE TO PAY RENT DUE PRIMARILY TO FINANCIAL IMPACTS RELATING TO COVID-19 VIRUS

WHEREAS, there are 12,347 residential units in Menlo Park. Of those, 6,927 (or 56 percent) units are owner occupied and 5,420 (or 44 percent) units are tenant occupied. In the Belle Haven neighborhood, 57 percent of the total population are tenants;

WHEREAS, the City of Menlo Park currently does not regulate rent increases or reasons for evictions from residential property and certain aspects of public peace, health, and safety are not adequately protected due to the lack of regulation;

WHEREAS, The California Housing Partnership Corporation estimates there is a shortage of 25,882 affordable rental homes to accommodate low-income renters in San Mateo County, which has a population of 748,732 and 106,289 renting households, according to the U.S. Census;

WHEREAS, the report Displacement in San Mateo County: Consequences for Housing, Neighborhoods, Quality of Life, and Health found that after being displaced, only 21 percent of households reported staying in the same neighborhood (within 1 mile of their previous home). Thirty-three percent of households left San Mateo County, generally moving to the Central Valley or eastern communities in the East Bay;

WHEREAS, the rents in San Mateo County and Menlo Park in particular have been steadily increasing. Increasing rents combined with a housing shortage places substantial pressure on the existing city residents who rent housing. In particular, rising rents can lead to tenant displacement of longstanding residents;

WHEREAS, on August 22, 2017, the City Council directed City Staff to prioritize housing policies, with tenant relocation assistance being part of the priority one recommended policies;

WHEREAS, according to the Legal Aid Society of San Mateo County ("Legal Aid"), at least 20 "no fault" eviction notices were issued within the past 32 months in Menlo Park and this sample of eviction activity, self-reported by the Menlo Park residents who elected to consult a lawyer, is a fraction of the total. Legal Aid further reports that at least an additional 10 Menlo Park households reported rent increases of more than ten percent (10%) during the past 32 months. Again, this fractional sampling does not capture the full-scale of significant rent increases in the city;

WHEREAS, this data is also supported by reports received by the City from tenants and community organizations that indicate at least 20 instances of "no fault" evictions and at least 10 instances of tenants having received rent increase notices greater than 10 percent (10%) since December 2015;

WHEREAS, tenants evicted in Menlo Park are forced to incur substantial costs related to new housing including, but not limited to, move-in costs, moving costs, new utility hook-ups, payments for temporary housing, and lost work time seeking housing. Move-in costs commonly

include first and last month's rent plus a security deposit equal to one month's rent, leading to total relocation expenses in excess of three months' rent;

WHEREAS, the impacts of evictions are particularly significant on low-income, elderly, and disabled tenants and tenants with minor children, justifying an additional payment for households with these tenants;

WHEREAS, the Centers for Disease Control and Prevention has stated that a novel coronavirus named "COVID-19" is a serious public health threat, based on current information.

WHEREAS, the County of San Mateo's Health Officer issued a statement on March 10, 2020, that evidence exists of widespread community transmissions of COVID-19 in San Mateo County;

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 constituted a world pandemic;

WHEREAS, on March 16, 2020, the County Health Officer issued a shelter in place order to all County residents, with limited exceptions, to preserve the further spread of the COVID-19;

WHEREAS, the current housing crisis in the Bay Area is expected to increase as low income tenants lose their jobs or experience reduced wages as a result of COVID-19 impacts;

WHEREAS, loss of their homes will not only have a significant impact on the individual household members, but will also impact the greater community through loss of longtime Menlo Park residents and school age children and through the reduction of economic and cultural diversity;

WHEREAS, in light of the numerous concerns noted herein, including but not limited to, the current and immediate threat to the public peace, health and safety by the fact that tenants are not adequately protected due to the lack of regulation and the adverse impacts that would result from displacement of City residents, this measure is necessary to preserve the public peace, health, and safety of the community.

NOW, THEREFORE, IT IS RESOLVED that:

1. The City Council hereby establishes a tenant assistance community housing fund to assist tenants unable to pay rent due to economic conditions related to COVID-19 and to provide other financial assistance in accordance with the program guidelines presented to the City Council on the March 26, 2020, incorporated herein as Exhibit A.
2. Resolution number 6496 is hereby repealed and replaced by this resolution.
3. This resolution shall become effective immediately.

I, Judi Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of March, 2020, by the following votes:

\


AYES: Carlton, Combs, Mueller, Nash, Taylor

NOES: None

ABSENT: None

ABSTAIN: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City
on this twenty-sixth day of March, 2020

DocuSigned by:

39280A20D0BE491...

Judi A. Herren, City Clerk

TENANT ASSISTANCE PROGRAM GUIDELINES

PURPOSE

This program will provide tenant rental assistance payments to Menlo Park residents facing displacement from their rental units for reasons not addressed by the new tenant relocation assistance ordinance, emergency rental assistance and rental assistance related to impacts of COVID-19, including loss or decrease in income.

This funding is not intended for use as the sole support for the program. The program administrator is required to enter into a contractual agreement with the City detailing the specific objectives to be accomplished as a result of the grant.

POLICY

1. GOALS AND PHILOSOPHY

The City of Menlo Park recognizes that:

- 1.1 the availability of basic human service and housing programs is a key determining factor in the overall quality of life of Menlo Park residents;
- 1.2 the most cost-effective and efficient manner to insure that these services are available to local residents is through the development of agreements with existing non-profit agencies;
- 1.3 contractual agreements with non-profit agencies allow the City to influence the human service and housing programs offered to Menlo Park residents; and
- 1.4 financial assistance grants demonstrate the City's support of the activities of specific non-profits and make it possible for these agencies to leverage additional funds which will benefit local residents.

2. PROGRAM ADMINISTRATION

- 2.1 Program administrator must be an incorporated non-profit entity and must be tax exempt (under Section 501(c)(3) of the IRS Code, and Section 2370(d) of the California Revenue and Taxation Code).
- 2.2 Program administrator must be based in or near Menlo Park and provide services locally.
- 2.3 Program administrator shall maintain accounting records which are in accordance with generally accepted accounting practices and must have an independent audit performed at least once every two years.
- 2.4 Program administrator must have bylaws which define the organization's purposes and functions, its organization and the duties, authority and responsibilities of its governing body and officers.
- 2.5 Governance of the program administrator should be vested in a responsible and active board which meets at least quarterly and establishes and enforces policies. The board should be large enough and so structured to be representative of the community it serves. It should have a specific written plan for rotation or other arrangements to provide for new members.

2.6 Program administrator must provide for adequate administration of the program to insure delivery of the services. The program administrator must have a written job description for each staff position and an organizational chart approved by the board. One individual must be designated as the full time director of the agency.

2.7 Program administrator shall use no less than 88% of City funds and other private donations to the program for direct relocation assistance payments, emergency rental assistance and rental assistance related to impacts of COVID-19 for eligible expenses and services. Program administration costs shall not exceed 12%.

3. PROGRAM ELIGIBILITY AND AMOUNT OF TENANT ASSISTANCE PAYMENTS

3.1 Eligibility for tenant assistance is based on certain program criteria. Assistance is primarily for circumstances that are not covered by the City's Tenant Relocation Assistance Ordinance including:

- a. Inability to pay rent due to economic condition caused by COVID 19.
- b. Unsustainable rent increase
- c. Landlord chooses not to continue to lease/rent to tenant
- d. Landlord issues notice to vacate
- e. Other extraordinary circumstances as determined by the program administrator and approved by the city's Community Development Director on a case by case basis

During the existence of the declared local emergency relating to COVID 19, priority will be given to the first eligibility criteria.

The general definition of an unsustainable rent increase is an amount equal to or greater than the Consumer Price Index (CPI) plus 10%, based on the current lease or rent amount before the tenant received the notice of increase. A range of CPI plus 5% to 10% is permitted in certain circumstances in order to administer the assistance on a case-by-case basis after an eligibility analysis is conducted.

3.2 In addition to an applicant submitting proof of eligibility (e.g. loss of income due to COVID-19, notice of unsustainable rent increase, notice to vacate, etc.), households must:

- a. meet income eligibility requirements
- b. occupy a unit located in incorporated Menlo Park for a minimum of twelve (12) months
- c. have a current valid lease or rental agreement with landlord

3.3 Households in the process of an eviction are generally not eligible, but the Community Development Director may make exceptions on a case by case basis.

3.4 Households must have income at or below 150% of the Area Median Income (AMI) for San Mateo County, as may be adjusted from time to time. Income determination is based on household income at the time of receipt of the qualifying relocation action notice or the gross income from the previous 30 days, whichever is less

3.5 Households must request assistance from the program administrator and must consent to providing information and documentation as requested for eligibility determination.

3.6 Tenant assistance shall not exceed \$5,000 per household. Only one assistance payment per unit is permitted, even if more than one household lives in a unit. Relocation assistance payments will be disbursed directly to vendors and rent payments will be disbursed directly to landlords or property managers on behalf of eligible households. Eligible expenses include:

- a. Rent payment
- b. Rental/lease deposit
- c. Moving related expenses
- d. Other customary and directly related relocation expenses as determined by program administrator

3.7 Legal fees are not an eligible relocation expense.

3.8 Tenant assistance is available one time only per household.

3.9 Households must request assistance from the program administrator and must consent to providing information and documentation as requested for eligibility determination.

4. FUNDING AND REPORTING

4.1 The City will provide one-time initial program funding of \$100,000 from the General Fund and expects other private sector partners to contribute to the program. Donations shall be made directly to program administrator and designated to support the Menlo Park Tenant Assistance Program.

4.2 Funds will be disbursed on a first come first served basis. This is a pilot program and no entitlement to funds shall be created by virtue of eligibility.

4.3 All decisions of the program administrator shall be final.

4.4 Program administrator shall track and report on the status of funds received and program administration on a periodic basis as specified in a funding agreement. City Community Development/Housing staff will review reports and provide summary reports to the Housing Commission and City Council on program performance.



STAFF REPORT

City Council

Meeting Date: 10/26/2021

Staff Report Number: 21-209-CC

Consent Calendar: **Adopt Resolution No. 6681 authorizing the removal of the left turn restriction at 105-125 Constitution Drive**

Recommendation

Staff recommends that the City Council adopt Resolution No. 6681 (Attachment A) authorizing the removal of the left-turn restriction to the 105-125 Constitution Drive driveway.

Policy Issues

This project is consistent with policies stated in the 2016 general plan circulation element. These policies seek to maintain a safe, efficient, attractive, user-friendly circulation system that promotes a healthy, safe and active community and quality of life throughout Menlo Park.

The City's Municipal Code 11.12.010 establishes the powers and duties of City Council to, by resolution, order the installation, use, change or removal of such traffic control devices as the City Council deems appropriate and as are permitted by the California Vehicle Code.

The California Vehicle Code section 21101(f) permits cities to prohibit entry to or exits from any street by way of a roadway design features, in order to implement the circulation element of the general plan. Both the initial restriction in 2018 and the removal of the restriction are consistent with the policies of the circulation element of the general plan, which include consideration of safety, travel efficiency (i.e., reduce vehicle miles of travel), and the use of data to guide decisions about transportation circulation.

Background

In 2010, voters approved Measure T, a general plan amendment for the Menlo Gateway project to be developed by the Bohannon Development Company. The Menlo Gateway project includes a 250-room hotel, a 41,000 square foot fitness center, and 735,000 square feet of office. The project includes two sites located at 100-190 Independence Drive (Independence site) and 101-155 Constitution Drive (Constitution site.) The Menlo Gateway project is now complete, and Facebook is the tenant for the office space.

On February 13, 2018, the City Council approved the design for the relocated connection of Marsh Road to Independence Drive. The design was a safety improvement for the Marsh Road/Constitution Drive/Independence Drive intersection and included the conversion of Constitution Drive into a one-way street for approximately 150 feet in the southbound direction from Marsh Road to the recently constructed garage at the northeast corner of the Constitution Drive/Independence Drive intersection (Attachment B.) The design also included a left-turn restriction into the driveway between the garage and newly constructed office building. The left-turn restriction was put in place to minimize any queuing that might occur behind a left-turning vehicle waiting for a gap to access this driveway.

Analysis

The majority of Constitution Drive is a two-lane roadway with bicycle lanes on both sides and no on-street parking. Constitution Drive is designated as mixed-use collector in the City's general plan circulation element. As mentioned previously, Constitution Drive is one way in the southbound direction until the first garage driveway. Currently, the northbound direction terminates with a left-turn lane that allows access to the 104 and 110 Constitution Drive properties. For vehicles that inadvertently turn onto Constitution Drive and need to return to Chrysler Drive, a public access license was provided across a portion of the Menlo Gateway Constitution site for the purpose of allowing vehicles to turn around.

On August 9, 2021, the Planning Commission approved the Menlo Portal project, a mixed-use residential and office development to replace the buildings currently on the 104 and 110 Constitution properties. On September 14, 2021, the City Council denied an appeal and upheld the Planning Commission approval of the Menlo Portal project. Left-turn access from northbound Constitution for the Menlo Portal project would continue and the attached analysis (Attachment C) includes the estimated Menlo Portal traffic volumes in the analysis.

The design of the Menlo Gateway Constitution site includes two parking garages on each end of the property and two office buildings (Buildings 62 and 63) in the middle (Attachment B.) The site has four driveways, two driveways provide direct access to the parking garages and one driveway is located between each garage and an office building. The site also includes a one-way roadway in the southbound direction at the back of the property. As a result of the roadway direction and turn restriction, vehicles accessing that back roadway are required to enter from the south and make a right-turn into the driveway between Building 62 and the northerly parking garage. Facebook is planning to use the back roadway for commuter shuttle drop off and pick up. This allows employees to be dropped off on the right side of road next to the buildings. Facebook has requested that the left-turn restriction at the second driveway be removed to allow for their commuter shuttles that come from Marsh Road to access this driveway without having to travel on Bayfront Expressway and Chrysler Drive (Attachment C.)

Facebook has submitted an analysis evaluating the queuing on Constitution Drive both with and without the left-turn restriction and including the Menlo Portal development. This analysis is included in Attachment C. According to the analysis, the ninety-fifth percentile queue at the 105/125 driveway would be one car during the a.m. peak hour and zero cars during the p.m. peak hour. Similar results would occur with the Menlo Portal development. Although the Menlo Portal driveway would not be aligned with the 105/125 driveway, the conflicting volumes are expected to be minimal since the peak for the residential project would be outbound in the morning when there are more vehicles turning left into the 105/125 driveway and vice versa for the p.m. peak hour. The addition of the proposed left-turn access is not expected to have any adverse effects on pedestrians or bicyclists since the driveway is expected to operate as a typical driveway similar to the other driveways along Constitution Drive.

Complete Streets Commission feedback

Staff presented this item to the Complete Streets Commission at their September 8, 2021 meeting. The Commission's discussion included concerns about the offset alignment of the 105/125 driveway with the proposed Menlo Portal driveway and pedestrian safety and circulation between the future residents crossing Constitution Drive to access the Facebook buildings and the vehicle traffic at the driveways. Ultimately, the Commission approved a motion (7-0-1-1, Cole abstained, Jensen recused) to recommend to the City Council to adopt a resolution to remove the left turn restriction on Constitution Drive and recommended the installation of "KEEP CLEAR" pavement marking at the driveways and requested that staff review a midblock pedestrian crossing or other pedestrian infrastructure that supports safe connection to the Menlo

Portal development directly across Constitution Drive.

The Menlo Portal development will include a new midblock pedestrian crossing in front of their site. Staff are working with the developer to identify the preferred location for this crossing. In addition, at the Complete Streets Commission meeting October 13, 2021, staff shared information about existing pedestrian and bicycle facilities and development sites in the area. Staff agreed to work with the Complete Streets Commission to develop areawide recommendations for midblock pedestrian crossings that connect likely paths of travel, taking into account the entrances to existing and proposed residential buildings, offices, hotels and retail locations, as well as the locations of proposed paseos in the area. These crossings could be implemented as part of future developments.

Impact on City Resources

The removal of the turn restriction, new markings and a new midblock crossing in front of the Menlo Portal development would be funded from developer contributions. No additional funds are required.

Environmental Review

This project is categorically exempt under Class 1 of the California Environmental Quality Act. Class 1 allows for minor alterations of existing facilities, including highways and streets, sidewalks, gutters, bicycle and pedestrian access, and similar facilities, as long as there is negligible or no expansion of use.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Postcards were also mailed to property owners and occupants located within of 500-foot radius of the project location.

Attachments

- A. Resolution No. 6681
- B. Project area map
- C. Request of removal of left-turn restriction to Building 62/63 memorandum, Fehr & Peers, dated August 18, 2021

Report prepared by:
Kristiann Choy, Senior Transportation Engineer

Report reviewed by:
Hugh Louch, Assistant Public Works Director

RESOLUTION NO. 6681**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
AUTHORIZING THE REMOVAL OF THE LEFT-TURN RESTRICTION ON
CONSTITUTION DRIVE**

WHEREAS, the redesign of the Marsh Road intersection with Constitution Drive approved on February 13, 2018 included a southbound left-turn restriction at the 105-125 Constitution Drive driveway; and,

WHEREAS, the City of Menlo Park Municipal Code 11.12.010 establishes the powers and duties of the City Council to, by resolution, order the installation, use, change or removal of such traffic control devices as the Council deems appropriate and as are permitted by the California Vehicle Code; and,

WHEREAS, California Vehicle Code section 21101(f) authorizes cities to prohibit entry to, or exits from, or both entry to and exits from, any street by means of islands, curbs, traffic barriers or other roadway design features to implement the circulation element of the general plan; and

WHEREAS, Policy CIRC-2.11 of the circulation element of the City's general plan requires new development to incorporate design that prioritizes safe pedestrian and bicycle travel and accommodates senior citizens, people with mobility challenges and children; and,

WHEREAS, Policy CIRC 3.2 supports development, transportation improvements, and emerging vehicle technology that help reduce per capita (or other efficiency metric) greenhouse gas emissions; and,

WHEREAS, Policy CIRC-4.1 encourages the safer and more widespread use of nearly zero-emission modes, such as walking and biking, and lower emission modes like transit, to reduce greenhouse gas emissions; and,

WHEREAS, the development at 105-125 Constitution Drive includes a one-way southbound roadway which currently requires vehicles to access the driveway from northbound Constitution Drive; and,

WHEREAS, the City has received a request to remove the left-turn restriction to provide more direct access for commuter shuttle buses serving the 105-125 Constitution Drive property via southbound Constitution Drive; and,

WHEREAS, more direct commuter shuttle access would improve transit accessibility and connectivity to the site, reducing drive alone vehicle traffic, associated greenhouse gas emissions, and traffic congestion; and,

WHEREAS, an analysis of potential traffic queueing at this location, considering both current and approved developments, showed limited queueing on Constitution Drive; and,

WHEREAS, this modification does not otherwise impact safety on Constitution Drive; and,

WHEREAS, the City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore.

NOW, THEREFORE BE IT RESOLVED, that the City Council of Menlo Park does hereby authorize the removal of the left-turn restriction and installation of a "KEEP CLEAR" marking at 105-125 Constitution Drive.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of October, 2021, by the following votes:

AYES:

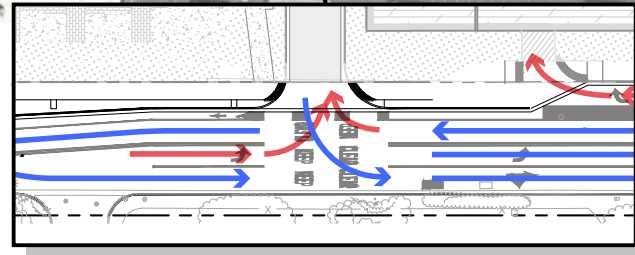
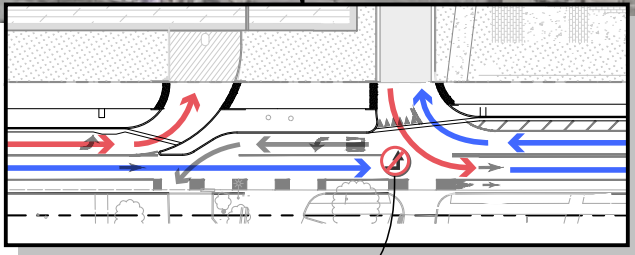
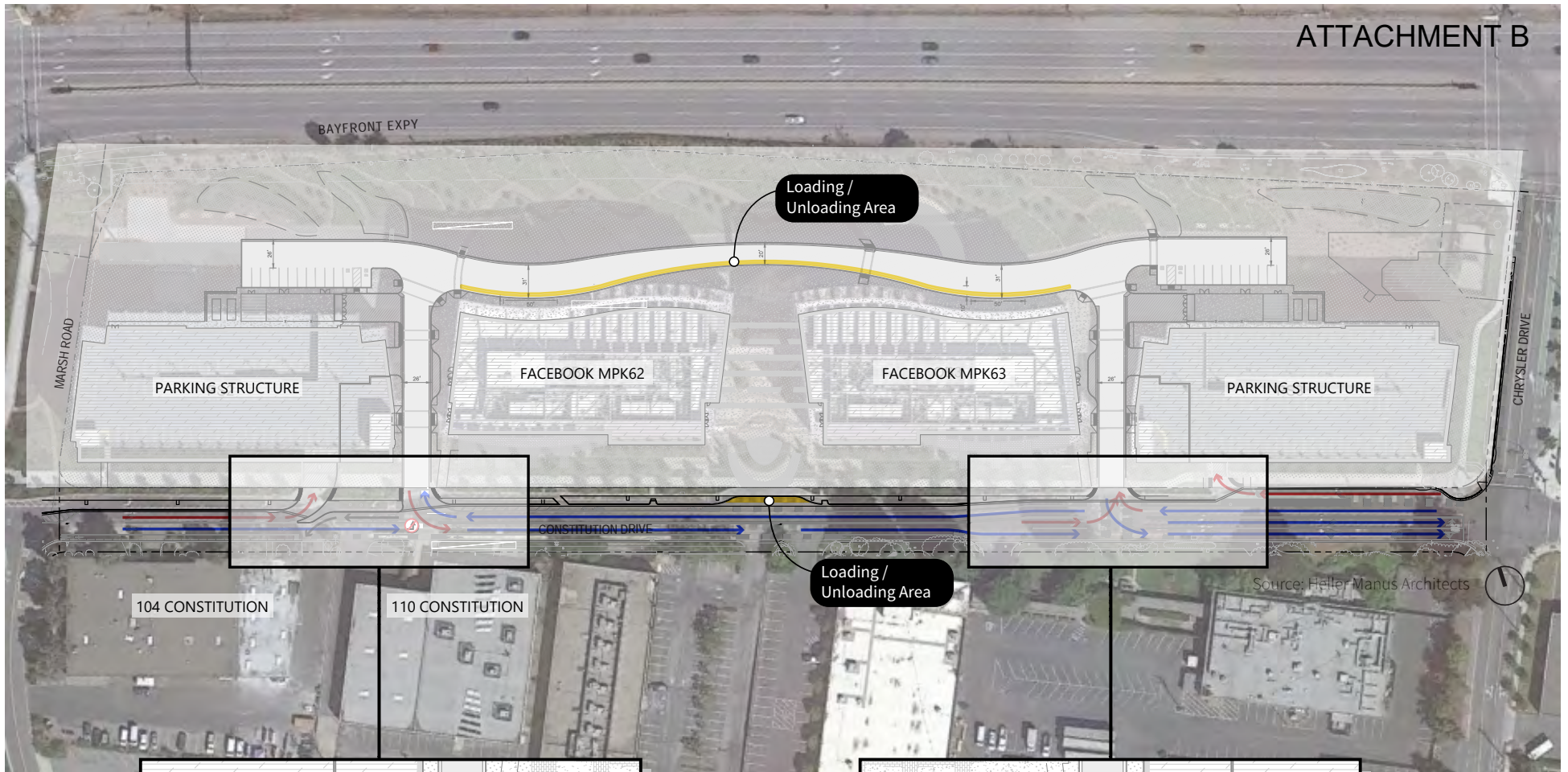
NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this _ day of October, 2021.

Judi A. Herren, City Clerk



Left turn into West Driveway prohibited

- ➔ Automobiles Only
- ➔ All Vehicles
- ➔ Non-Facebook Movements



Memorandum

Date: August 18, 2021
To: Jonathan Schuppert and Vanessa Peers, Facebook
From: Steve Davis, Robert Eckols, and Mark Soendjojo, Fehr & Peers
Subject: **Facebook Buildings 62/63 Access Evaluation**

SJ20-2020

Facebook is proposing site access modifications to Buildings 62/63 to improve the operations of the employee shuttles, intra-campus trams, and on-demand vehicles. Buildings 62/63 are located on Constitution Drive between Marsh Road and Chrysler Drive. The key access modification would allow all vehicles to make the inbound left-turn from eastbound Constitution Drive to the West Driveway. The left turn restriction at the West Driveway was included in the City of Menlo Park's project entitlements for Buildings 62/63 and prohibits all eastbound vehicles from entering the West Driveway including transit vehicles.

This memorandum presents the findings of a traffic analysis of the proposed access modifications on the operations of both driveways that serve Buildings 62/63 (East and West Driveways).

Background and Purpose

Currently, left turns are prohibited from eastbound Constitution Drive into the West Driveway. Facebook proposes eliminating the left-turn prohibition so that eastbound shuttles, on-demand vehicles, and transportation network companies (e.g., Uber, Lyft) may access Buildings 62/63 via the West Driveway. Allowing this left turn movement for transit vehicles will improve the access and circulation of the employee shuttles and inter-campus trams that Facebook uses to reduce vehicle trips.

With the current left-turn prohibition, shuttles and trams must enter the site through Chrysler, as shown in **Figure 1**. From Bayfront Expressway, all transit vehicles must use Chrysler Drive and turn right onto Constitution Drive and enter the site at the West Driveway. Entering at the West Driveway allows clockwise circulation of the transit vehicles through the site allowing passengers to exit on the right side of the road in front of the building entrances.

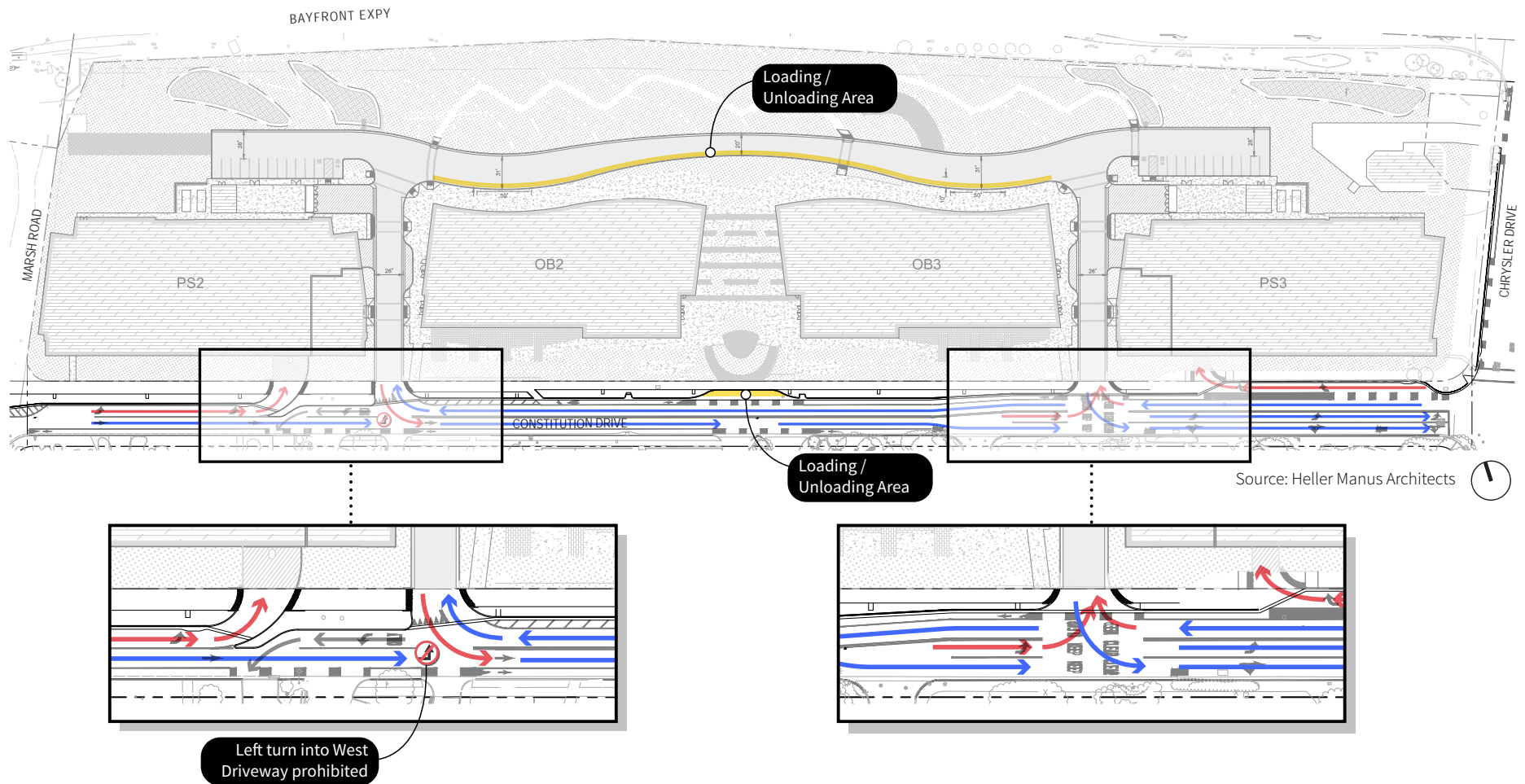


A new mixed-use development, *Menlo Portal*, is proposed on the south side of Constitution Drive opposite Buildings 62/63 (see **Figure 3**). *Menlo Portal* will include 335 multi-family dwelling units, 1,608 square feet of commercial space, and 34,819 square feet of office space. Due to the location and site access, the traffic generated by both the Menlo Portal development and Facebook Buildings 62/63 will use Constitution Drive, therefore, the traffic from Menlo Portal was added to the future scenario.

Analysis Scenarios

The following traffic volume scenarios were analyzed:

- Near-Term Existing Conditions - operating conditions without access modifications (e.g., maintain left-turn restriction) and occupancy of Buildings 62/63
- Near-Term with Modifications - operating conditions with proposed access modifications and occupancy of Buildings 62/63
- Future Conditions with Menlo Portal - operating conditions with proposed access modifications, occupancy of Buildings 62/63, and development of the *Menlo Portal* site located south of Constitution Drive



Source: Heller Manus Architects

- ➔ Automobiles Only
- ➔ All Vehicles
- ➔ Non-Facebook Movements



Figure 1
Near-Term Existing Conditions



Analysis Methodology

Traffic operations of the project driveways were analyzed using the Synchro 10.0 software. The Synchro software uses procedures outlined in the Transportation Research Board's *Highway Capacity Manual (HCM) 6th Edition* to analyze intersection operations and performance.

The analysis results include level of service (LOS) for individual intersections. LOS is a measure of traffic operating conditions, which varies from LOS A (indicating free-flow traffic conditions with little or no delay) to LOS F (representing over-saturated conditions where traffic flows exceed design capacity resulting in long queues and delays). These ratings represent the perspective of drivers and are an indication of the comfort and convenience associated with driving.

Near-Term Conditions

A baseline Synchro model was created using the Near-Term traffic volumes provided by the City of Menlo Park from counts taken in 2019. Due to COVID-19 and Facebook's subsequent work from home policy until July 2021, Fehr & Peers was unable to conduct field observations at Buildings 62/63 for existing queuing and delay. The volumes provided by the City and Facebook were recorded prior to the work from home policy and were assumed to accurately represent vehicle demand prior to the state-wide shelter in place orders.

The trip generation for the office buildings were estimated using the AM and PM trip cap rates per employee. The AM and PM peak hour trip cap rates are 0.2 trip per employee. Since the Facebook TDM program is same for all workers in Menlo Park, trip generation even in unmonitored locations are approximately the same as the Classic and Bayfront campuses. This assumption is supported by campus wide monitoring that was conducted by Fehr & Peers in 2018 and 2019.

For the other vehicle types, Facebook provided data related to the number of trips generated by their shuttles, trams, and on-demand services as described in **Attachment A**. We were also provided information on the routings used by these vehicles. TNCs activity was estimated using data collected at the ride lounges by Fehr & Peers during the annual trip cap monitoring calibration effort.

Volumes were balanced throughout the study area to account for slight difference in volumes. The Near-Term Condition assumed the existing roadway geometry with no left-turn inbound access at the West Driveway, and the Near-Term with Modification volumes were adjusted to account for vehicles using the left-turn inbound access to the site at West Driveway.

The Future Conditions with Menlo Portal Synchro model uses the Near-Term with Modifications volumes and adds the trip generation estimates for the *Menlo Portal* site. In addition, this scenario includes access modifications to the Menlo Portal site along Constitution Drive (at the West Driveway) and Independence Drive. The trip generation for *Menlo Portal* was estimated using Fehr & Peers' MainStreet tool and the results are included in **Attachment A**. The estimate was prepared prior to publication of the draft



environmental impact report (DEIR) for the project. A comparison of the analysis trip generation to the DEIR trip generation showed that the DEIR provides trip reductions which were not considered in this analysis, resulting in the analysis volumes being higher than the DEIR volumes. As a result, the operations analysis is conservative, and the traffic operations would be anticipated to be better than reported.

Near-Term Operations

The Synchro software package was used to evaluate the Buildings 62/63 Inbound Access for the two driveways on Constitution Drive between Independence Drive and Chrysler Drive. The technical results from Synchro simulations are provided in **Attachment B**.

Near-Term Operations Existing Conditions (Near-Term Existing)

The analysis considered the following types of vehicles access the project site during the peak hours: personal vehicles, employee shuttles, intercampus trams, Facebook on-demand vehicles, and transportation networking companies (TNCs). TNCs include ride hailing companies such as Uber and Lyft. The following describes our assumptions regarding how inbound vehicles would approach site and outbound vehicles will depart the from site.

All the shuttles in the AM and PM peak hours come from Chrysler Drive and turn right to enter the West Driveway. All the TNCs and on-demand vehicles in the AM and PM peak hours come from Chrysler Drive. Half of the TNCs and on-demand vehicles drop off passengers in front of Buildings 62/63 and turn right into the West Driveway and the other half drop off passengers behind Buildings 62/63 and turn right into the East Driveway.

For all conditions, all the trams approach from Chrysler Drive and turn right into the West Driveway.

For all conditions, during the AM peak hour 75% of inbound personal vehicles come from US 101 using Marsh Road, and 50% of those vehicles turn into the west parking garage. The remaining 50% go to the east parking garage. 25% of the inbound personal vehicles come from Chrysler Drive, and 50% of those cars turn into the east parking garage. The remaining 50% go to the west parking garage.

For all conditions, during the PM peak hour 50% of inbound personal vehicles come from US 101 using Marsh Road, and 50% of those vehicles turn into the west parking garage. The remaining 50% go to the east parking garage. The remaining 50% of inbound personal vehicles come from Chrysler Drive, and 50% of those cars turn into the east parking garage. The remaining 50% go to the west parking garage.

Due to the roadway configuration along the project frontage, all outbound vehicles will travel eastbound on Constitution Drive to the Chrysler Drive intersection. The majority of personal vehicles and TNCs will turn left onto Chrysler while the remainder travel through the intersection on Constitution Drive toward Chilco Road. Facebook trams will primarily travel through on Constitution Drive at Chrysler Drive.

Employee shuttles and on-demand vehicles will primarily turn left onto Chrysler Drive to access Bayfront Expressway. The existing site access for Buildings 62/63 is shown on **Figure 1**. **Table 1** shows the results of



the Synchro analysis intersection delay and LOS at the two driveways, and **Table 2** shows the queuing at the two driveways under the Near-Term Existing conditions.

At the West Driveway (Intersection 1), the LOS for the southbound left leaving the Facebook site during both peak hours is C with an average delay of about 15.6 seconds per vehicle. The 95th percentile queue lengths range from 25 feet in the AM peak hour to 50 feet in the PM peak hour.

At the East Driveway (Intersection 2), the LOS for the eastbound left into the Facebook site during the AM and PM peak hours is A, with an average delay of eight seconds per vehicle. For the southbound left, the LOS during the AM peak hour is D, with an average delay of 33 seconds per vehicle, whereas the LOS during the PM peak hour is E, with an average delay of 41 seconds per vehicle. The low LOS / high delay is due to the high eastbound through volume reducing the number of available gaps for southbound vehicles to turn left. The 95th percentile queue length for eastbound left is approximately one vehicle long (approximately 25 feet) in the AM and PM peak hours, whereas the southbound left ranges from 75 feet in the AM peak hour to 175 feet in the PM peak hour.

Near-Term Operations with Modifications (Near-Term with Modifications)

The access modifications include allowing left-turn access for all vehicles on eastbound Constitution Drive to enter the West Driveway, as shown in **Figure 2**. These left turns will occur from a shared-through left lane; therefore, some vehicles could be queued behind other vehicles as they wait to make the left turn. A bus turn template analysis for this movement is included in **Attachment C**.

Half the TNCs in the AM and PM peak hours come from US 101 using Marsh Road and make the left-turn into the West Driveway. The other half come from Bayfront Expressway using Chrysler Drive and turn right to enter the West Driveway.

10% of the on-demand vehicles in the AM and PM peak hours come from Marsh Road and make the left-turn into the West Driveway. The remaining 90% come from Chrysler Drive and turn right to enter the West Driveway.

80% of the AM peak hour shuttles come from US 101 using Marsh Road (28 shuttles) and make the left turn. The remaining 20% (seven shuttles) come from Bayfront Expressway using Chrysler Drive and turn right to enter the West Driveway. The shuttles make up 62% of the 45 vehicles turning left to enter the West Driveway in the AM peak hour, with the remainder of the traffic turning left into the driveway – 17 vehicles – consisting of Facebook on-demand vehicles, TNCs, and personal vehicles. This would reflect pick-up/drop-off activity that is reasonable to expect for large office buildings.

20% of the PM peak hour shuttles come from Marsh Road (2 shuttles) and make the left turn. The remaining 80% (18 shuttles) come from Chrysler Drive and turn right to enter the West Driveway. The shuttles make up 14% of the 14 vehicles turning left to enter the West Driveway in the PM peak hour, with the other 12 vehicles turning left into the site representing pick-up/drop-off activity.

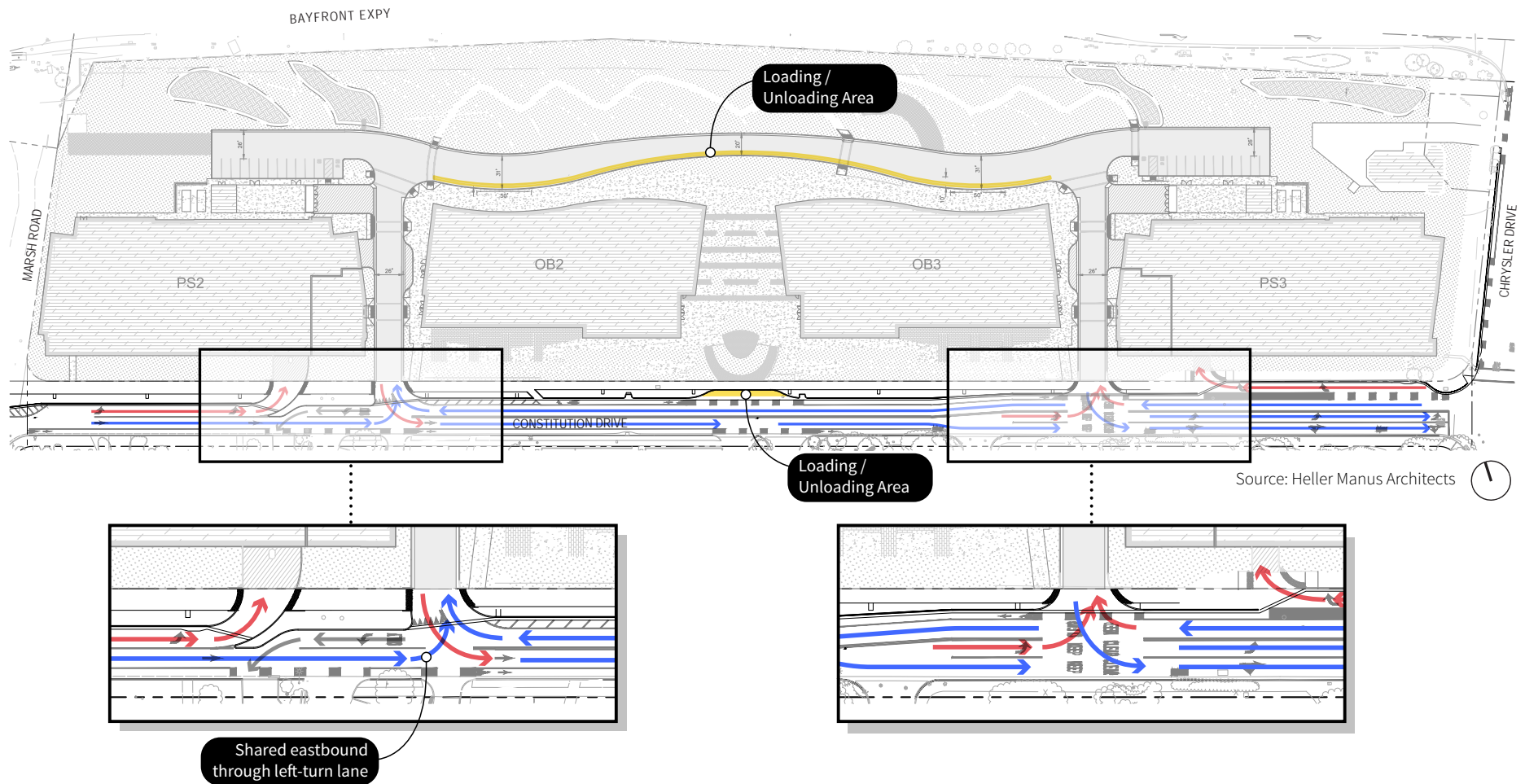


Table 1 shows the results of the Synchro analysis of the Near-Term Existing intersection delay and LOS at the two driveways, and **Table 2** shows the queuing at the two driveways with access modifications.

At the West Driveway, the LOS for the southbound left remains at C in both peak hours, along with an average delay of about 17 seconds per vehicle. The shared-through left lane into West Driveway has a LOS of A during the AM and PM peak hours, and an average delay of about 8 seconds per vehicle. The 95th percentile queue length remains the same for the southbound left as the Near-Term Existing scenario. The 95th percentile queue length for the eastbound queue ranges from 25 feet in the AM peak hour to no queue in the PM peak hour.

At the East Driveway, the LOS for the eastbound left into the East Driveway during the AM and PM peak hours remains at A, with an average delay of about eight seconds per vehicle. Similarly, for the southbound left, the LOS remains the same during the AM and PM peak hours compared to the Near-Term Existing conditions, with a slight decrease in average delay of 31 seconds per vehicle in the AM peak hour and 40 seconds per vehicle in the PM peak hour. The 95th percentile queue length remain the same for both the eastbound left and southbound left as the Near-Term Existing conditions.

These results indicate that the addition of the eastbound left-turn access from Constitution Drive into the West Driveway of the Facebook site would not have an adverse effect on vehicle queuing and operations along Constitution Drive.



Source: Heller Manus Architects

- ➔ Automobiles Only
- ➔ All Vehicles
- ➔ Non-Facebook Movements



Figure 2
Near-Term with Modifications



Future Operations with Menlo Portal (Future with Menlo Portal)

It is our understanding that the proposed *Menlo Portal* driveway on the south side of Constitution Drive will be offset slightly west of the Buildings 62/63 West Driveway, as shown in **Figure 3**. The existing driveways on the south side of Constitution west of the West Driveway will be closed. The shared-through left lane from the Near-Term with Modifications scenario would be maintained. **Table 1** shows the results of the Synchro analysis of the Future with Menlo Portal intersection delay and LOS at the two driveways, and **Table 2** shows the queuing at the two driveways with access modifications and Menlo Portal.

The *Menlo Portal* site is proposed to have a total of two driveways – one on Independence for the office uses and one on Constitution for the residential uses. The number of inbound residential trips to the *Menlo Portal* Constitution driveway would be low during the AM peak hour. Inbound residential trips would generally be higher in the PM peak hour, but a large proportion of them would arrive from Marsh Road and turn right into the site. Generally, inbound traffic to the Buildings 62/63 West Driveway will be highest when conflicting inbound demand to the *Menlo Portal* Constitution driveway is lower.

It is anticipated that fewer than 5 vehicles will make the westbound left turn from Constitution Drive into the Menlo Portal driveway during the AM peak hour, and fewer than 15 would make the same movement during the PM peak hour. It is expected that 45 and 14 vehicles would make the opposing eastbound left turn from Constitution Drive to the Buildings 62/63 West Driveway during the same respective peaks. The potential for conflicts between the opposing movements is relatively low given that they combine for fewer than one vehicle per minute during each of the peak periods. Additionally, a large proportion of the vehicles making the eastbound left turn movement are operated for Facebook by professional drivers who can be trained to yield to drivers making westbound left turns at this intersection.

Half the TNCs in the AM and PM peak hours come from US 101 using Marsh Road and make the left-turn into the West Driveway. The other half come from Bayfront Expressway using Chrysler Drive and turn right to enter the West Driveway.

10% of the on-demand vehicles in the AM and PM peak hours come from Marsh Road and make the left-turn into the West Driveway. The remaining 90% come from Chrysler Drive and turn right to enter the West Driveway.

80% of the AM peak hour shuttles come from US 101 using Marsh Road (28 shuttles) and make the left-turn. The remaining 20% (seven shuttles) come from Bayfront Expressway using Chrysler Drive and turn right to enter the West Driveway. The shuttles make up 62% of the 45 vehicles turning left to enter the West Driveway in the AM peak hour.

20% of the PM peak hour shuttles come from Marsh Road (2 shuttles) and make the left-turn. The remaining 80% (18 shuttles) come from Chrysler Drive and turn right to enter the West Driveway. The shuttles make up 14% of the 14 vehicles turning left to enter the West Driveway in the PM peak hour.



At the West Driveway, the LOS for the southbound left during the AM and PM peak hours remains at C, though the average delay goes up to about 20 seconds per vehicle, as compared to 17 seconds per vehicle in the Near-Term with Modifications condition. The eastbound left into West Driveway has the same LOS and delay as the Near-Term with Modifications. The 95th percentile queue length remains the same for eastbound left, whereas the 95th percentile queue length for southbound left in the PM peak hour increases from 50 feet in the Near-Term with Modifications to 75 feet.

At the East Driveway, the LOS for the southbound left during the AM peak hour is the same as the Near-Term with Modifications, with a slight increase in delay to 33 seconds per vehicle. In the PM peak hour, the delay goes up to 50 seconds per vehicle, and operates at LOS F. The increase in delay is due to the additional *Menlo Portal* trips using Constitution Drive to access Bayfront Expressway via Chrysler Avenue. The LOS and average delay for the eastbound left remains the same as the Near-Term with Modifications for the AM and PM peak hours. The 95th percentile queue length for the southbound left in the PM peak hour increases from 175 feet to 200 feet, whereas the other 95th percentile queue lengths remain the same as the Near-Term with Modifications.

These results indicate that the allowance of eastbound left turns from Constitution Drive into the West Driveway of the Facebook site and modified access associated with the Menlo Portal site would not have an adverse effect on vehicle queuing and operations along Constitution Drive. Due to the relatively small turning volumes, interactions between left turns from Constitution Drive into the West Driveway and Menlo Portal sites, respectively, are anticipated to be minimal.

Conclusion

In both the Near-Term with Modifications (shared eastbound through left lane) and Future with Menlo Portal (shared eastbound through left lane) scenarios, the addition of the eastbound left access into West Driveway does not have an adverse effect on either vehicle queuing or intersection operations along Constitution Drive.



Table 1: Delay and Level of Service for All Scenarios

Intersection	Intersection Control	Movement	Peak Hour ¹	Near-Term Existing		Near-Term w/ Modifications		Future with Menlo Portal		
				Delay ²	LOS ³	Delay ²	LOS ³	Delay ²	LOS ³	
1	West Driveway / Constitution Drive / Future Menlo Portal Driveway	TWSC	EBL (Inbound)	AM	N/A		8.2	A	8.2	A
				PM			8.2	A	8.1	A
			SBL (Outbound)	AM	15.9	C	17.6	C	20.5	C
				PM	15.2	C	15.8	C	20.1	C
2	East Driveway / Constitution Drive	TWSC	EBL (Inbound)	AM	8.2	A	8.0	A	8.0	A
				PM	7.6	A	7.5	A	7.6	A
			SBL (Outbound)	AM	32.6	D	30.8	D	32.5	D
				PM	41.4	E	40.4	E	50.2	F

Notes:

TWSC = Two-way stop control.

Bold text indicates intersection operates at LOS E.

1. AM = morning peak hour, PM = evening peak hour
2. Whole intersection weighted average control delay expressed in second per vehicle for two-way stop-controlled intersections.
3. LOS = Level of Service.

Source: Fehr & Peers, 2021.

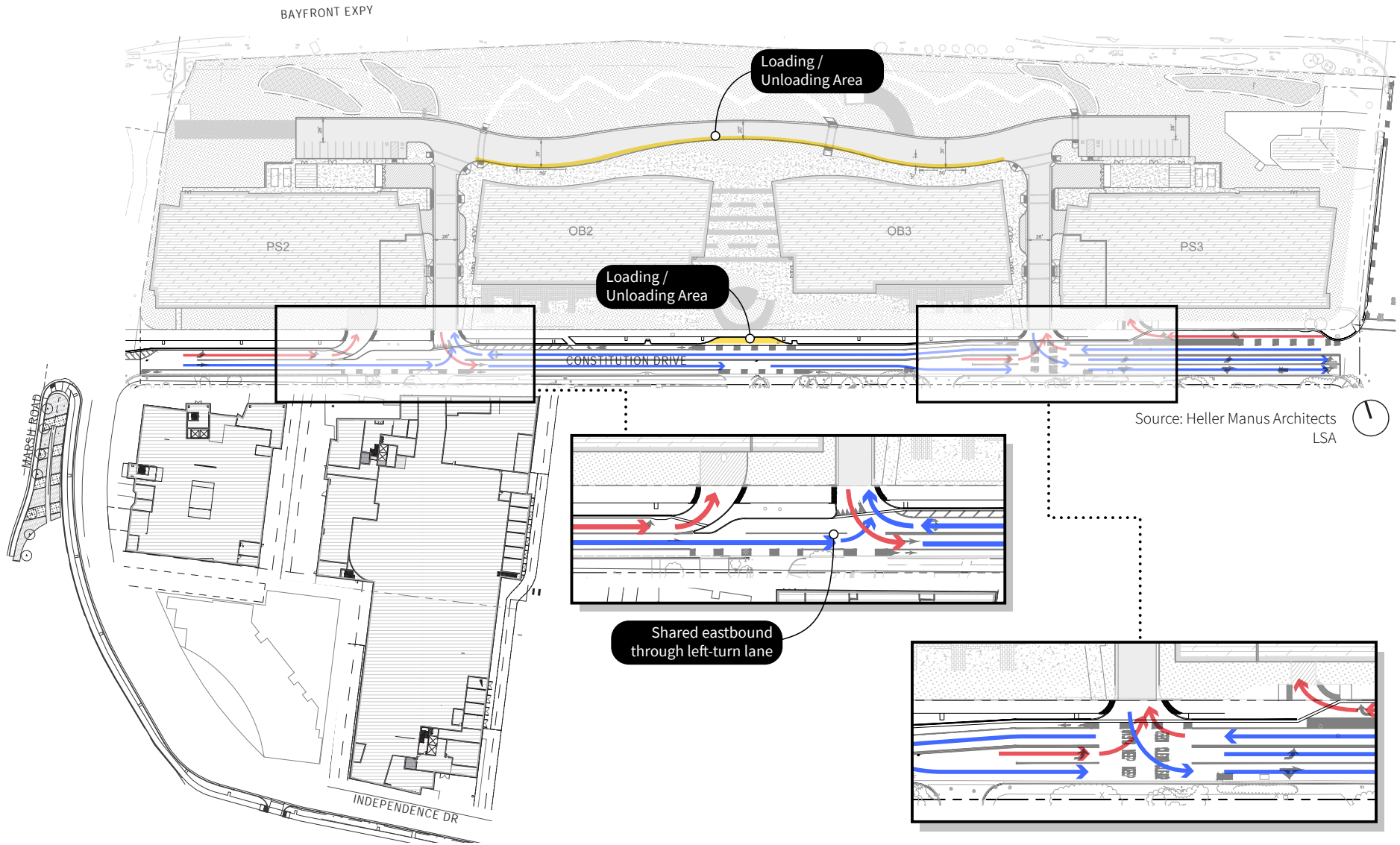
Table 2: 95th Percentile Queuing for All Scenarios

Intersection	Intersection Control	Movement	Peak Hour ¹	Near-Term Existing	Near-Term w/ Modifications	Future with Menlo Portal
				95 th %tile Queue ²	95 th %tile Queue ²	95 th %tile Queue ²
1	West Driveway / Constitution Drive / Future Menlo Portal Driveway	TWSC	EBL (Inbound)	AM	N/A	25 ft
				PM		0 ft
			SBL (Outbound)	AM	25 ft	25 ft
				PM	50 ft	50 ft
2	East Driveway / Constitution Drive	TWSC	EBL (Inbound)	AM	25 ft	25 ft
				PM	0 ft	0 ft
			SBL (Outbound)	AM	75 ft	75 ft
				PM	175 ft	175 ft

Notes:

1. AM = morning peak hour, PM = evening peak hour
2. Queue lengths are rounded to the nearest 25 feet

Source: Fehr & Peers, 2021.



- Automobiles Only
- All Vehicles
- Non-Facebook Movements

Figure 3
 Future Conditions with Menlo Portal

Attachment A: Trip Generation

Facebook Trip Generation						
	AM Peak Hour			PM Peak Hour		
	Inbound	Outbound	Total	Inbound	Outbound	Total
Shuttles	35	35	70	20	20	40
TNC	30	30	60	20	20	40
Trams	36	36	72	36	36	72
On-demand	20	20	40	20	20	40
Personal Cars	383	9	392	48	394	442
Total	504	130	634	144	490	634

Source: Facebook, 2020

City of Menlo Park Traffic Counts - Chrysler Drive & Constitution Drive												
Peak Hour	Northbound			Southbound			Eastbound			Westbound		
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right
AM	2	153	19	79	368	19	15	234	211	36	20	100
PM	2	490	14	194	84	3	128	205	53	13	6	114

Source: City of Menlo Park, 2019

Menlo Portal Trip Generation												
Edition	FP Category	ITE Land Use	ITE Code	Units	Quantity	Daily Total	AM In	Am Out	AM Total	PM In	PM Out	PM Total
10th	Residential	(221) - Multifamily Housing Mid-Rise (Adj Streets, 7-9A, 4-6P)	221	Dwelling Units	335	1822	31	90	121	90	57	147
10th	Office	(710) - General Office Building (Adj Streets, 7-9A, 4-6P)	710	1000 Sq. Ft. FLA	34.819	339	34	6	40	6	34	40
Source: City of Menlo Park, 2020						2161	65	96	161	96	91	187

Attachment B: Synchro Results

HCM 6th TWSC
1: Constitution Drive & West Driveway

07/21/2021

Intersection						
Int Delay, s/veh	0.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑		↑	
Traffic Vol, veh/h	0	643	21	143	30	0
Future Vol, veh/h	0	643	21	143	30	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	14	14	14	14	14	14
Mvmt Flow	0	656	21	146	31	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	750
Stage 1	-	-	-	-	94
Stage 2	-	-	-	-	656
Critical Hdwy	-	-	-	-	6.54
Critical Hdwy Stg 1	-	-	-	-	5.54
Critical Hdwy Stg 2	-	-	-	-	5.54
Follow-up Hdwy	-	-	-	-	3.626
Pot Cap-1 Maneuver	0	-	-	-	362
Stage 1	0	-	-	-	900
Stage 2	0	-	-	-	494
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	362
Mov Cap-2 Maneuver	-	-	-	-	362
Stage 1	-	-	-	-	900
Stage 2	-	-	-	-	494

Approach	EB	WB	SB
HCM Control Delay, s	0	0	15.9
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	362
HCM Lane V/C Ratio	-	-	-	0.085
HCM Control Delay (s)	-	-	-	15.9
HCM Lane LOS	-	-	-	C
HCM 95th %tile Q(veh)	-	-	-	0.3

HCM 6th TWSC
2: Constitution Drive & East Driveway

07/21/2021

Intersection						
Int Delay, s/veh	4.7					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	143	490	184	25	100	0
Future Vol, veh/h	143	490	184	25	100	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	14	14	14	14	14	14
Mvmt Flow	146	500	188	26	102	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	214	0	-	0	993 201
Stage 1	-	-	-	-	201 -
Stage 2	-	-	-	-	792 -
Critical Hdwy	4.24	-	-	-	6.54 6.34
Critical Hdwy Stg 1	-	-	-	-	5.54 -
Critical Hdwy Stg 2	-	-	-	-	5.54 -
Follow-up Hdwy	2.326	-	-	-	3.626 3.426
Pot Cap-1 Maneuver	1288	-	-	-	259 810
Stage 1	-	-	-	-	805 -
Stage 2	-	-	-	-	426 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1288	-	-	-	230 810
Mov Cap-2 Maneuver	-	-	-	-	230 -
Stage 1	-	-	-	-	714 -
Stage 2	-	-	-	-	426 -

Approach	EB	WB	SB
HCM Control Delay, s	1.8	0	32.6
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1288	-	-	-	230
HCM Lane V/C Ratio	0.113	-	-	-	0.444
HCM Control Delay (s)	8.2	-	-	-	32.6
HCM Lane LOS	A	-	-	-	D
HCM 95th %tile Q(veh)	0.4	-	-	-	2.1

HCM 6th TWSC
1: Constitution Drive & West Driveway

08/16/2021

Intersection						
Int Delay, s/veh	4.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑		↑	
Traffic Vol, veh/h	0	358	6	88	217	0
Future Vol, veh/h	0	358	6	88	217	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	12	12	12	12	12	12
Mvmt Flow	0	365	6	90	221	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	-	0	-	0	416
Stage 1	-	-	-	-	51
Stage 2	-	-	-	-	365
Critical Hdwy	-	-	-	-	6.52
Critical Hdwy Stg 1	-	-	-	-	5.52
Critical Hdwy Stg 2	-	-	-	-	5.52
Follow-up Hdwy	-	-	-	-	3.608
Pot Cap-1 Maneuver	0	-	-	-	574
Stage 1	0	-	-	-	947
Stage 2	0	-	-	-	681
Platoon blocked, %	-	-	-	-	-
Mov Cap-1 Maneuver	-	-	-	-	574
Mov Cap-2 Maneuver	-	-	-	-	574
Stage 1	-	-	-	-	947
Stage 2	-	-	-	-	681

Approach	EB	WB	SB
HCM Control Delay, s	0	0	15.2
HCM LOS			C

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	574
HCM Lane V/C Ratio	-	-	-	0.386
HCM Control Delay (s)	-	-	-	15.2
HCM Lane LOS	-	-	-	C
HCM 95th %tile Q(veh)	-	-	-	1.8

HCM 6th TWSC
2: Constitution Drive & East Driveway

08/16/2021

Intersection						
Int Delay, s/veh	11.3					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations	↖	↑	↗		↖	
Traffic Vol, veh/h	12	603	99	20	273	0
Future Vol, veh/h	12	603	99	20	273	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	12	12	12	12	12	12
Mvmt Flow	12	615	101	20	279	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	121	0	-	0	750 111
Stage 1	-	-	-	-	111 -
Stage 2	-	-	-	-	639 -
Critical Hdwy	4.22	-	-	-	6.52 6.32
Critical Hdwy Stg 1	-	-	-	-	5.52 -
Critical Hdwy Stg 2	-	-	-	-	5.52 -
Follow-up Hdwy	2.308	-	-	-	3.608 3.408
Pot Cap-1 Maneuver	1407	-	-	-	365 916
Stage 1	-	-	-	-	889 -
Stage 2	-	-	-	-	507 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1407	-	-	-	362 916
Mov Cap-2 Maneuver	-	-	-	-	362 -
Stage 1	-	-	-	-	881 -
Stage 2	-	-	-	-	507 -

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	41.4
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1407	-	-	-	362
HCM Lane V/C Ratio	0.009	-	-	-	0.77
HCM Control Delay (s)	7.6	-	-	-	41.4
HCM Lane LOS	A	-	-	-	E
HCM 95th %tile Q(veh)	0	-	-	-	6.3

HCM 6th TWSC
 1: Constitution Drive & West Driveway

07/21/2021

Intersection						
Int Delay, s/veh	0.9					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	45	643	21	107	21	0
Future Vol, veh/h	45	643	21	107	21	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	62	14	14	14	14	14
Mvmt Flow	46	656	21	109	21	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	130	0	-	0	824
Stage 1	-	-	-	-	76
Stage 2	-	-	-	-	748
Critical Hdwy	4.72	-	-	-	6.54
Critical Hdwy Stg 1	-	-	-	-	5.54
Critical Hdwy Stg 2	-	-	-	-	5.54
Follow-up Hdwy	2.758	-	-	-	3.626
Pot Cap-1 Maneuver	1156	-	-	-	327
Stage 1	-	-	-	-	917
Stage 2	-	-	-	-	447
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1156	-	-	-	306
Mov Cap-2 Maneuver	-	-	-	-	306
Stage 1	-	-	-	-	859
Stage 2	-	-	-	-	447

Approach	EB	WB	SB
HCM Control Delay, s	0.5	0	17.6
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1156	-	-	-	306
HCM Lane V/C Ratio	0.04	-	-	-	0.07
HCM Control Delay (s)	8.2	0	-	-	17.6
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

HCM 6th TWSC
2: Constitution Drive & East Driveway

07/21/2021

Intersection						
Int Delay, s/veh	5					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	143	481	148	16	109	0
Future Vol, veh/h	143	481	148	16	109	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	14	14	14	14	14	14
Mvmt Flow	146	491	151	16	111	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	167	0	-	0	942 159
Stage 1	-	-	-	-	159 -
Stage 2	-	-	-	-	783 -
Critical Hdwy	4.24	-	-	-	6.54 6.34
Critical Hdwy Stg 1	-	-	-	-	5.54 -
Critical Hdwy Stg 2	-	-	-	-	5.54 -
Follow-up Hdwy	2.326	-	-	-	3.626 3.426
Pot Cap-1 Maneuver	1341	-	-	-	278 856
Stage 1	-	-	-	-	841 -
Stage 2	-	-	-	-	430 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1341	-	-	-	248 856
Mov Cap-2 Maneuver	-	-	-	-	248 -
Stage 1	-	-	-	-	749 -
Stage 2	-	-	-	-	430 -

Approach	EB	WB	SB
HCM Control Delay, s	1.8	0	30.8
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1341	-	-	-	248
HCM Lane V/C Ratio	0.109	-	-	-	0.448
HCM Control Delay (s)	8	-	-	-	30.8
HCM Lane LOS	A	-	-	-	D
HCM 95th %tile Q(veh)	0.4	-	-	-	2.2

HCM 6th TWSC
1: Constitution Drive & West Driveway

08/16/2021

Intersection						
Int Delay, s/veh	5.2					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↕	↕		↕	
Traffic Vol, veh/h	14	358	6	80	211	0
Future Vol, veh/h	14	358	6	80	211	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	75	12	12	12	12	12
Mvmt Flow	14	365	6	82	215	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	88	0	-	0	440
Stage 1	-	-	-	-	47
Stage 2	-	-	-	-	393
Critical Hdwy	4.85	-	-	-	6.52
Critical Hdwy Stg 1	-	-	-	-	5.52
Critical Hdwy Stg 2	-	-	-	-	5.52
Follow-up Hdwy	2.875	-	-	-	3.608
Pot Cap-1 Maneuver	1152	-	-	-	556
Stage 1	-	-	-	-	950
Stage 2	-	-	-	-	661
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1152	-	-	-	548
Mov Cap-2 Maneuver	-	-	-	-	548
Stage 1	-	-	-	-	936
Stage 2	-	-	-	-	661

Approach	EB	WB	SB
HCM Control Delay, s	0.3	0	15.8
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1152	-	-	-	548
HCM Lane V/C Ratio	0.012	-	-	-	0.393
HCM Control Delay (s)	8.2	0	-	-	15.8
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	1.9

HCM 6th TWSC
 2: Constitution Drive & East Driveway

08/16/2021

Intersection						
Int Delay, s/veh	11.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	12	597	91	14	279	0
Future Vol, veh/h	12	597	91	14	279	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	12	12	12	12	12	12
Mvmt Flow	12	609	93	14	285	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	107	0	-	0	733
Stage 1	-	-	-	-	100
Stage 2	-	-	-	-	633
Critical Hdwy	4.22	-	-	-	6.52
Critical Hdwy Stg 1	-	-	-	-	5.52
Critical Hdwy Stg 2	-	-	-	-	5.52
Follow-up Hdwy	2.308	-	-	-	3.608
Pot Cap-1 Maneuver	1424	-	-	-	374
Stage 1	-	-	-	-	900
Stage 2	-	-	-	-	511
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1424	-	-	-	371
Mov Cap-2 Maneuver	-	-	-	-	371
Stage 1	-	-	-	-	893
Stage 2	-	-	-	-	511

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	40.4
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1424	-	-	-	371
HCM Lane V/C Ratio	0.009	-	-	-	0.767
HCM Control Delay (s)	7.5	-	-	-	40.4
HCM Lane LOS	A	-	-	-	E
HCM 95th %tile Q(veh)	0	-	-	-	6.3

HCM 6th TWSC
1: Constitution Drive & West Driveway

07/21/2021

Intersection												
Int Delay, s/veh	1.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↑	↑	↑		
Traffic Vol, veh/h	45	649	3	4	0	107	0	0	18	21	0	0
Future Vol, veh/h	45	649	3	4	0	107	0	0	18	21	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	0	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	62	13	13	13	13	13	13	13	13	13	13	13
Mvmt Flow	46	662	3	4	0	109	0	0	18	21	0	0

Major/Minor	Major1		Major2		Minor1		Minor2					
Conflicting Flow All	109	0	0	665	0	0	-	873	664	828	-	-
Stage 1	-	-	-	-	-	-	-	756	-	63	-	-
Stage 2	-	-	-	-	-	-	-	117	-	765	-	-
Critical Hdwy	4.72	-	-	4.23	-	-	-	6.63	6.33	7.23	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	5.63	-	6.23	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	5.63	-	6.23	-	-
Follow-up Hdwy	2.758	-	-	2.317	-	-	-	4.117	3.417	3.617	-	-
Pot Cap-1 Maneuver	1179	-	-	874	-	-	0	277	442	278	0	0
Stage 1	-	-	-	-	-	-	0	400	-	921	0	0
Stage 2	-	-	-	-	-	-	0	778	-	380	0	0
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1179	-	-	874	-	-	-	258	442	253	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	258	-	253	-	-
Stage 1	-	-	-	-	-	-	-	375	-	864	-	-
Stage 2	-	-	-	-	-	-	-	774	-	342	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	0.5		0.3		13.5		20.5	
HCM LOS					B		C	

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	442	1179	-	-	874	-	-	253
HCM Lane V/C Ratio	-	0.042	0.039	-	-	0.005	-	-	0.085
HCM Control Delay (s)	0	13.5	8.2	0	-	9.1	0	-	20.5
HCM Lane LOS	A	B	A	A	-	A	A	-	C
HCM 95th %tile Q(veh)	-	0.1	0.1	-	-	0	-	-	0.3

HCM 6th TWSC
2: Constitution Drive & East Driveway

07/21/2021

Intersection						
Int Delay, s/veh	5.1					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	143	505	152	16	109	0
Future Vol, veh/h	143	505	152	16	109	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	13	13	13	13	13	13
Mvmt Flow	146	515	155	16	111	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	171	0	-	0	970 163
Stage 1	-	-	-	-	163 -
Stage 2	-	-	-	-	807 -
Critical Hdwy	4.23	-	-	-	6.53 6.33
Critical Hdwy Stg 1	-	-	-	-	5.53 -
Critical Hdwy Stg 2	-	-	-	-	5.53 -
Follow-up Hdwy	2.317	-	-	-	3.617 3.417
Pot Cap-1 Maneuver	1342	-	-	-	268 854
Stage 1	-	-	-	-	840 -
Stage 2	-	-	-	-	421 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1342	-	-	-	239 854
Mov Cap-2 Maneuver	-	-	-	-	239 -
Stage 1	-	-	-	-	748 -
Stage 2	-	-	-	-	421 -

Approach	EB	WB	SB
HCM Control Delay, s	1.8	0	32.5
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1342	-	-	-	239
HCM Lane V/C Ratio	0.109	-	-	-	0.465
HCM Control Delay (s)	8	-	-	-	32.5
HCM Lane LOS	A	-	-	-	D
HCM 95th %tile Q(veh)	0.4	-	-	-	2.3

HCM 6th TWSC
1: Constitution Drive & West Driveway

08/16/2021

Intersection												
Int Delay, s/veh	6.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↗			↕			↑	↖	↗		
Traffic Vol, veh/h	14	392	9	11	0	80	0	0	11	211	0	0
Future Vol, veh/h	14	392	9	11	0	80	0	0	11	211	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	100	-	-	-	-	-	-	-	0	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	98	98	98	98	98	98	98	98	98	98	98	98
Heavy Vehicles, %	75	11	11	11	11	11	11	11	11	11	11	11
Mvmt Flow	14	400	9	11	0	82	0	0	11	215	0	0

Major/Minor	Major1		Major2		Minor1		Minor2					
Conflicting Flow All	82	0	0	409	0	0	-	537	405	501	-	-
Stage 1	-	-	-	-	-	-	-	433	-	63	-	-
Stage 2	-	-	-	-	-	-	-	104	-	438	-	-
Critical Hdwy	4.85	-	-	4.21	-	-	-	6.61	6.31	7.21	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	5.61	-	6.21	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	5.61	-	6.21	-	-
Follow-up Hdwy	2.875	-	-	2.299	-	-	-	4.099	3.399	3.599	-	-
Pot Cap-1 Maneuver	1158	-	-	1103	-	-	0	438	627	466	0	0
Stage 1	-	-	-	-	-	-	0	567	-	926	0	0
Stage 2	-	-	-	-	-	-	0	792	-	580	0	0
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1158	-	-	1103	-	-	-	428	627	450	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	428	-	450	-	-
Stage 1	-	-	-	-	-	-	-	560	-	915	-	-
Stage 2	-	-	-	-	-	-	-	783	-	563	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0.3	1	10.8	20.1
HCM LOS			B	C

Minor Lane/Major Mvmt	NBLn1	NBLn2	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	-	627	1158	-	-	1103	-	-	450
HCM Lane V/C Ratio	-	0.018	0.012	-	-	0.01	-	-	0.478
HCM Control Delay (s)	0	10.8	8.1	-	-	8.3	0	-	20.1
HCM Lane LOS	A	B	A	-	-	A	A	-	C
HCM 95th %tile Q(veh)	-	0.1	0	-	-	0	-	-	2.5

HCM 6th TWSC
2: Constitution Drive & East Driveway

08/16/2021

Intersection						
Int Delay, s/veh	13.4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	12	642	102	14	279	0
Future Vol, veh/h	12	642	102	14	279	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	50	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	11	11	11	11	11	11
Mvmt Flow	12	655	104	14	285	0

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	118	0	-	0	790 111
Stage 1	-	-	-	-	111 -
Stage 2	-	-	-	-	679 -
Critical Hdwy	4.21	-	-	-	6.51 6.31
Critical Hdwy Stg 1	-	-	-	-	5.51 -
Critical Hdwy Stg 2	-	-	-	-	5.51 -
Follow-up Hdwy	2.299	-	-	-	3.599 3.399
Pot Cap-1 Maneuver	1416	-	-	-	347 918
Stage 1	-	-	-	-	892 -
Stage 2	-	-	-	-	487 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1416	-	-	-	344 918
Mov Cap-2 Maneuver	-	-	-	-	344 -
Stage 1	-	-	-	-	885 -
Stage 2	-	-	-	-	487 -

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	50.2
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1416	-	-	-	344
HCM Lane V/C Ratio	0.009	-	-	-	0.828
HCM Control Delay (s)	7.6	-	-	-	50.2
HCM Lane LOS	A	-	-	-	F
HCM 95th %tile Q(veh)	0	-	-	-	7.3

Attachment C: Bus Turn Template Analysis

\\Projects\Sub20_2020_Facebook_62_63_Access\Graphics\CAD\Chrysler_Constitution_Turn_Figure_2021_01_11.dwg
Jul 14, 2021



CONCEPTUAL - NOT FOR CONSTRUCTION. ADDITIONAL DETAILED ANALYSIS AND ENGINEERING DESIGN REQUIRED.

Figure 1
Constitution Drive & West Driveway
BUS-45 SB Inbound Left Turn Analysis



STAFF REPORT

City Council

Meeting Date:

10/26/2021

Staff Report Number:

21-213-CC

Consent Calendar:

Award vehicle purchase contracts to National Auto Fleet Group, Altec Industries, Tesla, and Volvo Construction Equipment and Services for the purchase and modifications of electric and hybrid police vehicles, medium/heavy-duty trucks, and a towable compressor; approve the purchase of Tesla police patrol electric vehicles as a pilot program; and approve an appropriation from the unassigned general fund balance for the fiscal year 2021-2022 vehicle purchase

Recommendation

Staff recommends the City Council to take action on three items:

- Award vehicle purchase contracts to National Auto Fleet Group, Altec Industries, and Volvo Construction Equipment and Services (Attachment A) for approximately \$1.544 million, plus a contingency of \$15,000 (held by the City), for the purchase and modification of seven electric and hybrid police vehicles, five medium/heavy-duty trucks, and one towable compressor;
- Award a purchase contract to Tesla (Attachment A) and approve the purchase of three Tesla Model Y electric vehicles for a police patrol decarbonization pilot program (pilot program); and
- Approve a \$409,000 appropriation from the general fund's unassigned fund balance for the fiscal year 2021-22 vehicle purchase.

Policy Issues

City Council adopted Resolution No. 6493 to call for climate and sustainability action in Menlo Park in April 2019 and Resolution No. 6552 to approve the sustainable vehicle fleet policy to help reduce greenhouse gas emissions (GHG) in March 2020. The City Council also adopted the 2030 climate action plan (CAP) in July 2020 with amendments in April 2021 and CAP No. 5 is to eliminate the use of fossil fuels from municipal operations by 2030. The sustainable fleet policy initiated the creation of CAP No. 5, which is expected to exceed the policy where appropriate.

The proposed vehicle purchase contracts exceed the city manager's purchasing authority and require City Council approval.

Background

Because the City's municipal fleet of vehicles and equipment is one of the largest GHG contributors from City operations, the City Council adopted the sustainable fleet policy to prioritize the purchase of zero-emission vehicle March 26, 2020. The policy allows staff to present City Council with vehicle options that may cost more than gasoline vehicles in order to reduce GHG emissions. Although the purchase cost may

be larger, the operating and maintenance costs for a battery electric vehicle (BEV) is generally lower than that of a comparable gasoline vehicle. BEV, all-electric and electric vehicle (EV) will be used interchangeably in this report.

The City currently has 112 fleet vehicles, which include vehicles, motorcycles and parking enforcement buggies. Out of the total fleet vehicles, 22 of them are hybrids (utilize both gasoline and electric battery), and five of them are EV. The five EVs are utilized by the Police department: two parking enforcement vehicles, two zero emission motorcycles, and an electric Ford Mustang Mach-E (Attachment B.) Of the remaining 85 fleet vehicles, 77 run on gasoline and eight run on renewable diesel. Figure 1 (Attachment C) summarizes the characterization by fuel type of the current municipal fleet.

Annually, staff recommends replacement of fleet vehicles and equipment based on mileage, age, downtime for repairs, mandated emission regulations and an assessment of all vehicles and equipment. For example, the purchase includes the replacement of five heavy duty trucks for Public Works with an average age of 20 years. The City typically replaces approximately five police vehicles each year, but patrol vehicles are replaced more frequently than non-patrol vehicles.

For the past two fiscal years, the City deferred approximately 17 gasoline and diesel fleet vehicles in anticipation that the EV market would provide electric counterparts and in light of the COVID-19 pandemic budget constraints.

The deferred purchases have impacted the City's resources as fleet staff expend more resources to maintain and repair these older vehicles. The fleet staff is comprised of two full-time and one part-time employees to maintain over 100 vehicles and equipment. If the repair or maintenance on any vehicle requires more than a day, they are sent to the dealership due to staff constraints. The turnaround time at the dealership, depending on the extent of repairs and availability of parts, may require weeks to months for the work to be completed. The Police department is required to supply officers with vehicles 24 hours, seven days a week to respond to calls for service. Therefore, delaying the purchase of police vehicles, which are also out of warranty, is not feasible without impacting operations.

Analysis

In line with the sustainable fleet policy and climate action plan adopted by the City Council, staff is developing a 10-year decarbonization plan for the fleet by 2030. The plan would help the City analyze upcoming procurement decisions by incorporating various EV conversion scenarios and forecasting the capacity of EV charging infrastructure. Public Works reserved four all-electric Ford F-150 Lightning light-duty trucks (Attachment D.) The City is also scheduled to replace four detective vehicles with EVs as part of the fiscal year 2022-2023 vehicle purchase, and four patrol vehicles with EVs in 2023 and 2024, which would exceed the sustainable fleet policy goal for 2025.

Transitioning to all-electric police patrol vehicles by 2023 is ambitious and aggressive for a small city, but the Police department is prepared for the rapid transition by piloting three Tesla Y patrol vehicles and developing an internal team to lead the transition over the next two years.

However, the City's fleet is specialized and EV options are not yet as readily available as passenger light-duty vehicles. For example, the EV market lacks medium- and heavy-duty vehicles, and electric patrol vehicle options are only slowly emerging. Therefore, this proposed vehicle purchase would launch a significant effort to transition the fleet, starting with the integration of three electric patrol vehicles in addition to purchasing six hybrid patrol vehicles. Table 1 summarizes the upcoming fiscal year 2021-2022 vehicle purchase with recommendations classified by department in accordance with the decarbonization plan.

Table 1: Fiscal year 2021-22 vehicle/equipment purchase			
City department	Number of vehicle type	Current vehicle fuel type	Proposed vehicle fuel type
Police	3 patrols (pilot program)	New vehicles	Electric
	1 code enforcement	Hybrid	Electric
	6 patrols*	Gasoline	Hybrid
Public Works	3 heavy-duty trucks	Renewable diesel	Renewable diesel
	1 heavy-duty truck	Renewable diesel	Hybrid
	1 medium/heavy-duty truck	Renewable diesel	Gasoline
	1 towable compressor	Renewable diesel	Renewable diesel

*One hybrid vehicle is a new addition to the fleet, not a replacement, due to staffing transitions.

Police department

Police patrol vehicles are purpose-built daily-use vehicles that are responsive to performance and safety consideration unique to public safety services. Transmissions, suspensions, tires, and other equipment may be modified for the higher-performance demands of public safety response. The department, as do a large number of law enforcement agencies nationally, has historically referred to the Michigan State Police Vehicle Evaluation (Attachment E) definition of a pursuit-rated or pursuit capable vehicle. Some jurisdictions have chosen to conduct their own testing on certain vehicles when the information on police pursuit capability is not available. The Michigan State Police Vehicle Evaluation outlines the purchasing specifications and performance criteria. Meeting the specifications and criteria does not certify a vehicle to be pursuit-rated, but instead, justifies that the vehicle can perform the police’s job functionalities.

The replacement of the five patrol vehicles to hybrid vehicles is projected to reduce emissions by 27,000 metric tons of carbon dioxide (MTCO_{2e}), approximately six percent of total fleet emissions. The code enforcement EV is projected to reduce emissions by 3,000 MTCO_{2e}. The sixth additional hybrid patrol vehicle would displace mileage on other vehicles, but it may not result in a net emissions reduction.

The total cost of one code enforcement EV and six patrol hybrid vehicles is approximately \$467,000 without contingency, as detailed in Table 4. The estimated cost for the hybrids includes purchase price and the vehicle modifications.

Police patrol decarbonization pilot program (pilot program)

The City of Fremont has tested the Tesla Model S and Y in pilot programs (Attachment F) and the vehicles went through the engineering and manufacturing process for police vehicle and safety accessories. Michigan State Police did not test either Tesla models; however, they tested the Ford Mustang Mach-E in their latest evaluation round. The City currently has a Mach-E in the fleet as an unmarked vehicle, but it may be unsuitable as a patrol vehicle.

For Menlo Park’s pilot program, city staff recommends purchasing three Tesla Model Y due to the size, range and purchase price. The approximate cost of a completed Model Y would be approximately \$115,000 (Attachment A), which includes the purchase price and police modifications. For reference, a Tesla Model S has a range up to 405 miles, but the purchase price starts from \$89,990 (not including police modifications

that would be required.) Table 2 compares the Model Y with other similar all-electric SUVs on the market.

Brand	Range	Purchase price	Pursuit capable tested
Volvo XC40 Recharge	Up to 223 miles	From \$55,300	No
Tesla Model Y	Up to 326 miles	From \$49,940	In Fremont
Audi Q4 e-tron	TBD	From \$43,900	No
Ford Mustang Mach-E	Up to 305 miles	From \$42,895	In Michigan
Volkswagen ID.4	Up to 260 miles	From \$39,995	No

The pilot program would provide the opportunity to familiarize police officers, administrators, stakeholders and mechanic staff with the operation, performance and maintenance of electric patrol vehicles. The pilot EVs demonstrate commitment from the Police to help drive and lead the sustainable fleet policy from transitioning patrol fleets from fossil fuel to electric in advance of purpose-built electric patrol vehicles through these following actions:

- The City is designing an outfitting “template” to convert a civilian vehicle (Tesla Model Y) to a fully functioning patrol vehicle. However, the outfitting template will likely be obsolete as the global market demand spurs the development of a line-manufactured electric patrol vehicle; and
- Police and Public Works would present an implementation plan in December that includes resource requests to support the outfitting design, officer and maintenance training, data collection and fleet support. The recommended purchase of \$350,000, or approximately \$115,000 per vehicle, does not include yet identified additional resources necessary to ensure success of the pilot program.

The base price for the Model Y is \$49,940 before options, taxes, and fees which add between \$9,000 and \$16,000 depending on options. To outfit the vehicle for public safety patrol purposes, City staff estimates an additional \$49,000 per vehicle, bringing the total purchase cost per vehicle between \$108,000 and \$115,940, not including yet identified additional resources necessary to ensure success of the pilot program.

The pilot program would be a trailblazing initiative by police and public works requiring open communication, collaboration, problem-solving, risk-taking, and a willingness to fail quickly, make adjustments and stay committed to the continued testing and evaluation process. While this is an exciting program to initiate, there is a possibility of project delays, which would be outside of staff’s control. For example, according to the Tesla website, the estimated delivery date of a Model Y is April 2022. Also, it may take an estimated four months to complete outfitting, which means the City would receive a completed patrol EV in August 2022. This may impact implementation times, the feasibility of collecting evidence necessary to inform the conversion of patrol vehicles to all electric, or result in project cost overruns. From the pilot program, the recommendations for patrol fleet conversion in 2023 and beyond will be evidence-based and prioritize public safety service delivery to the community with officer safety and training as an essential component for decision making.

Purchasing three Tesla Model Ys would integrate into patrol’s regular vehicle exchanges during their daily shifts. For instance, one could be used actively during a patrol, one could be charging, while the other is at the dealership for maintenance. Staff would use similar methodology as conducted in City of Fremont’s pilot program to collect data, which would include, but not limited to:

- Order and delivery dates for the vehicle and outfitting;
- Total direct and indirect costs;
- Total training hours for early adopters on EV use;
- Total miles traveled, hours in use and hours of charged;
- Summary of service responses by week, based on the Police Daily Log;
- Feedback from early adopters and other patrol staff;
- Average vehicle range per charge;
- Average repair/maintenance cost and downtime; and
- Average maintenance downtime.

Figure 2 (Attachment C) illustrates the reduced number of gasoline vehicles as the number of hybrids and EVs increases in the police vehicle fleet if the City Council approves the purchase of 10 police vehicles.

Public works department

The trucks fall into four separate weight classifications, none of which have an all-electric option available. The Gross Vehicle Weight Rating (GVWR) determines the weight class: Class 5 – 16,001# - 19,500#, Class 6 – 19,501# - 26,000#, Class 7 – 26,001# - 33,000# and Class 8 – 33,000# and up. The purchase will replace five heavy-duty trucks and one towable compressor with an average age of 20 years.

One of the replacement heavy-duty trucks has a hybrid component. The truck is equipped with a diesel engine and will drive to and from the jobsite on renewable diesel. When the truck reaches the jobsite, the hybrid aerial lift portion will be activated and the truck will operate in all-electric mode until completion of the tree trimming job. The truck will operate the majority of a workday in all-electric mode.

Because all-electric heavy-duty vehicles are not currently available, staff explored different options to reduce GHG emissions. Since April 2021, the City purchased over 25,000 gallons of renewable diesel fuel to reduce GHG emissions. According to Neste, a producer of renewable diesel, their fuel could reduce GHG emissions by up to 90 percent. It is made from sustainable sources, such as animal fats, plant and cooking oils, and plant waste and can be intermixed with fossil diesel. Any vehicle or equipment using fossil diesel can now use renewable diesel. The purchase displaced approximately 55,000 MTCO_{2e} of city fleet and equipment emissions. There is insufficient data to calculate the emissions impact of the renewable diesel on equipment, but the substitution of renewable diesel in the City's diesel vehicle fleet is projected to reduce overall fleet emissions by 26,000 MTCO_{2e}, or approximately five percent, each year.

The towable compressor is a vital piece of equipment used by multiple sections within Public Works. The compressor powers various tools such as a jackhammer and is used for breaking asphalt and/or concrete. It is being replaced due to its age of 14 years and outdated engine emission standards. It can no longer be permitted by the California Air Resources Board (CARB) to operate in the State of California.

The total cost to purchase one valve exerciser truck, one dump truck, one water truck and one chipper truck, one hybrid aerial truck, and one towable compressor would be approximately \$1.08 million (without contingency.)

Environmental Quality Commission feedback

On October 20, staff presented the proposed fleet purchase to the Environmental Quality Commission. The commissioners voted 6-1-0-0 to recommend and to advise the City Council to accept the proposed vehicle purchase and to add the following conditions:

- Staff reports to the commission on the outcome (benefits, opportunities and challenges) of the pilot program;

- Based on the outcome of the pilot program, the City would accelerate the purchase of patrol EVs in fiscal year 2022-2023; and
- Increase the fossil fuel consumption annual reduction rate from 5 percent to 10 percent from a 2018 baseline stated in the sustainable fleet policy.

Staff will report to the commission regarding the pilot program outcome and the potential to accelerate the purchase of additional patrol EVs. The Sustainability division will explore revising the sustainability fleet policy as part of CAP goal 5 to eliminate the use of fossil fuels from municipal operations by 2030.

City fleet inventory

Figure 3 (Attachment C) compares the City’s current fleet vehicle type with the proposed purchases by:

- Eliminating gasoline-powered vehicles by five
- Increasing hybrids by five; and
- Increasing electric vehicles by four.

In conclusion, staff is recommending a total purchase of 15 vehicles and one towable compressor. Staff is also asking the City Council to approve an additional \$409,000 appropriation to purchase three police patrol EVs for the decarbonization pilot program and to cover the remaining cost of the fiscal year 2021-2022 fleet vehicle purchase.

The net impact of the vehicle purchase order (not including the pilot program EVs) is projected to be a year over year decrease in fleet greenhouse gas emissions of approximately 27,000 MTCO_{2e}, or six percent, of annual fleet emissions.

Next steps

Staff would return to the City Council to present a progress report on the pilot program and a fossil fuel replacement schedule for patrol vehicles (depending on the outcome of the pilot program) in June 2022.

Impact on City Resources

Table 3 summarizes the recommended purchases on Vehicle Replacement Fund (VRF):

Table 3: Impact on VRF			
Recommendation	Available VRF fund balance	Recommendation	Required transfer to VRF from general fund*
Replace existing vehicles	\$1,500,000	\$1,544,000 +\$15,000 contingency \$1,559,000 total	\$59,000
Pilot program** (fleet expansion)	\$0	\$350,000	\$350,000
Total	\$1,500,000	\$1,909,000	\$409,000

* Estimated general fund unassigned fund balance of \$1.7 million after City Council’s Oct 12 commitment of up to \$4.8 million in unassigned fund balance for a direct purchase of the clean energy infrastructure package for the Menlo Park Community Campus (MPCC) project. Actual unassigned balance will not be known until issuance of the comprehensive annual financial report for the fiscal year ended June 30, 2021; anticipated in December.

**Does not include yet to be identified additional resources necessary to ensure success of the pilot program. City staff would return for City Council approval December 7 if recommendation is approved.

Staff solicited proposals for the vehicles and equipment being purchased through cooperative purchasing contracts from Sourcewell. The City Council adopted Resolution No. 6479 to establish an award authority and bid requirements policy with the effective date of February 2019. The policy allows the City to enter into cooperative purchasing agreements, known as piggyback agreements in which the City would receive the same pricing and terms of contract entered by another entity. The Sourcewell purchasing contracts are 120716-NAF, 060920-NAF, 012418-ALT and 041719-CEC. The Tesla Y would be purchased through a sole source procurement because only a single source sells the vehicle (Municipal Code Section 2.42.070.)

The total cost of the fiscal year 2021-2022 proposed fleet vehicle purchases (without the pilot program) is approximately \$1.544 million plus a contingency of \$15,000 (to be held by the City), funded by the Vehicle Replacement Fund. The Vehicle Replacement Fund is \$59,000 short of the funding necessary to replace the recommended vehicles, thereby requiring a transfer from the general fund’s unassigned fund balance of \$59,000.

In addition to the replacement, a transfer of \$350,000 from the general fund’s unassigned fund balance is necessary to expand the fleet by three vehicles for the pilot program. The \$350,000 does not include yet identified additional resources necessary to ensure success of the pilot program. The recommendation totals \$1,909,000, detailed in Table 4, for fiscal year 2021-22 vehicle purchases, including contingency.

Table 4: Vehicle and equipment costs					
Vehicle purchase contract	City department	Description	Type	Quantity	Cost
Tesla	Police	Pilot patrol vehicle	Tesla Y	3	\$350,000
National Auto Fleet Group (120716-NAF)	Police	Patrol vehicle	Hybrid Ford Utility	6	\$417,000
		Code enforcement	Electric Chevrolet Bolt	1	\$50,000
	Public Works	Water valve exerciser truck	Ford F-550	1	\$214,000
National Auto Fleet Group (060920-NAF)	Public Works	Streets dump truck	Freightliner M2	1	\$150,000
		Trees chipper truck	Freightliner M2	1	\$151,000
		Water tender truck	Freightliner M2	1	\$191,000
Altec Industries (012418-ALT)	Public Works	Trees aerial/forestry truck	Freightliner M2 Altec - Hybrid	1	\$343,000
Volvo Construction Equipment (041719-CEC)	Public Works	Towable compressor	Doosan P185	1	\$28,000
Contingency					\$15,000
Total					\$1,909,000

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA)

Guidelines §§ 15378 and 15061(b) (3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. Vehicle purchase contracts and quotes
- B. Hyperlink – Ford Mustang Mach-E: ford.com/suvs/mach-e/
- C. Figures 1, 2 and 3
- D. Hyperlink – Ford F-150 Lightning: ford.com/trucks/f150/f150-lightning/2022/
- E. Hyperlink – Michigan State Police vehicle test results: michigan.gov/msp/0,4643,7-123-72297_30536_53738-16274--,00.html
- F. Hyperlink – City of Fremont patrol EV pilot program: fremontpolice.gov/community/hybrid-and-electric-patrol-vehicles

Report prepared by:

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David Norris, Police Chief
Mike Owyang, Assistant Engineer
Chris Starkey, Sustainability Contractor
Donald Weber, Public Works Supervisor - Fleet

Reviewed by:

Brian Henry, Assistant Public Works Director – Maintenance
Nikki Nagaya, Public Works Director
Nick Pegueros, Assistant City Manager

Choose agreement type
 City Manager's Office
 701 Laurel St., Menlo Park, CA 94025
 tel 650-330-6620



Agreement #:
AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND FIRST PARTY
THIS AGREEMENT made and entered into at Menlo Park, California, this _____, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and FIRST PARTY, hereinafter referred to as "FIRST PARTY."
<p>WITNESSETH:</p> <p>WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: click here to enter text</p> <p>WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.</p> <p>NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:</p>
1. SCOPE OF WORK
In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A," Scope of Services.
2. SCHEDULE FOR WORK
<p>FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A," Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A." Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.</p> <p>FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this agreement.</p>
3. PROSECUTION OF WORK
FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A," Scope of Services).

4. COMPENSATION AND PAYMENT

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$enter amount as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

5. EQUAL EMPLOYMENT OPPORTUNITY

- A. FIRST PARTY, with regard to the work performed by it under this agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap, marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
- B. FIRST PARTY shall take affirmative action to insure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
- C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
- E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
- F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY's agreement with all sub-consultants.

6. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST

- A. FIRST PARTY shall not assign this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
- B. In the event there is a change of more than 30 percent of the stock ownership or ownership in FIRST PARTY from the date of this agreement is executed, then CITY shall be notified before the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this agreement.

7. INDEPENDENT WORK CONTROL

It is expressly agreed that in the performance of the service necessary for compliance with this agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and supervision of the services and full control over the employment, direction, compensation and discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of its subordinates and employees.

8. CONSULTANT QUALIFICATIONS

It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling necessary to perform the work agreed to be done by it under this agreement and CITY relies upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release of FIRST PARTY from said understanding.

9. NOTICES

All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid or by overnight courier service. Notices required to be given to CITY shall be addressed as follows:

Department Head
 Department
 City of Menlo Park
 701 Laurel St.
 Menlo Park, CA 94025
 650-330-xxxx
 Email

Notices required to be given to FIRST PARTY shall be addressed as follows:

Name
 Company
 Address
 City, State Zip
 Phone
 Email

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

10. HOLD HARMLESS

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code.

11. INSURANCE

- A. FIRST PARTY shall not commence work under this agreement until all insurance required under this Section has been obtained and such insurance has been approved by the City, with certificates of insurance evidencing the required coverage.
- B. There shall be a contractual liability endorsement extending the FIRST PARTY's coverage to include the contractual liability assumed by the FIRST PARTY pursuant to this agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in Section 9, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of any pending change to the policy. All certificates shall be filed with the City.
1. Workers' compensation and employer's liability insurance:
The FIRST PARTY shall have in effect during the entire life of this agreement workers' compensation and Employer's Liability Insurance providing full statutory coverage. In signing this agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California 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 the Code, and I will comply with such provisions before commencing the performance of the work of this agreement" (not required if the FIRST PARTY is a Sole Proprietor).
 2. Liability insurance:
The FIRST PARTY shall take out and maintain during the life of this agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in aggregate, or one million dollars (\$1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this agreement in an amount of not less than one million dollars (\$1,000,000) for each accident combined single limit or not less than one million dollars (\$1,000,000) for any one (1) person, and one million dollars (\$1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage.
 3. Professional liability insurance:
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this agreement, in the amount of not less than one million dollars (\$1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.
- C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the Professional Liability and workers' compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.
- D. In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this agreement to the contrary, immediately declare a material breach of this agreement and suspend all further work pursuant to this agreement.
- E. Before the execution of this agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

12. PAYMENT OF PERMITS/LICENSES

Contractor shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, before commencement of said work/services or forfeit any right to compensation under this agreement.

13. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS

Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

14. OWNERSHIP OF WORK PRODUCT

Work products of FIRST PARTY for this project, which are delivered under this agreement or which are developed, produced and paid for under this agreement, shall become the property of CITY. The reuse of FIRST PARTY's work products by City for purposes other than intended by this agreement shall be at no risk to FIRST PARTY.

15. REPRESENTATION OF WORK

Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A."

16. TERMINATION OF AGREEMENT

- A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this agreement in whole or in part at any time, either for CITY's convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY's change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
1. Immediately discontinue all services affected (unless the notice directs otherwise); and
 2. Deliver to the CITY all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this agreement, whether completed or in process.
- B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of FIRST PARTY to fulfill its agreement, CITY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
- D. If, after notice of termination for failure to fulfill agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this Section.
- E. The rights and remedies of the CITY provided in this Section are in addition to any other rights and remedies provided by law or under this agreement.
- F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

17. INSPECTION OF WORK

It is FIRST PARTY's obligation to make the work product available for CITY's inspections and periodic reviews upon request by CITY.

18. COMPLIANCE WITH LAWS

It shall be the responsibility of FIRST PARTY to comply with all State and Federal Laws applicable to the work and services provided pursuant to this agreement, including but not limited to compliance with prevailing wage laws, if applicable.

19. BREACH OF AGREEMENT

- A. This agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this agreement, shall constitute a breach of this agreement and may be cause for termination at the election of the CITY.
- B. The CITY reserves the right to waive any and all breaches of this agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of agreement.

20. SEVERABILITY

The provisions of this agreement are severable. If any portion of this agreement is held invalid by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

21. CAPTIONS

The captions of this agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this agreement.

22. LITIGATION OR ARBITRATION

In the event that suit or arbitration is brought to enforce the terms of this agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B," 'Dispute Resolution' attached hereto and by this reference incorporated herein.

23. RETENTION OF RECORDS

Contractor shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and /or audit of the City, a federal agency, and the state of California.

24. TERM OF AGREEMENT

This agreement shall remain in effect for the period of Select start date through Select end date unless extended, amended, or terminated in writing by CITY.

25. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

26. STATEMENT OF ECONOMIC INTEREST

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract.

Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant Choose an item required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

FOR FIRST PARTY:

Signature

Date

Printed name

Title

Tax ID#

APPROVED AS TO FORM:

Nira F. Doherty, City Attorney

Date

FOR CITY OF MENLO PARK:

Signature Authority, Title

Date

ATTEST:

Judi A. Herren, City Clerk

Date

EXHIBIT "A" – SCOPE OF SERVICES**A1. SCOPE OF WORK**

FIRST PARTY agrees to provide consultant services for CITY's Department. In the event of any discrepancy between any of the terms of the FIRST PARTY's proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A -1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY's satisfaction.

A2. COMPENSATION

CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY's standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the CITY and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in Section A5 below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY before the commencement of the work.

A3. SCHEDULE OF WORK

FIRST PARTY'S proposed schedule for the various services required will be set forth in Exhibit A-1.

A4. CHANGES IN WORK -- EXTRA WORK

In addition to services described in Section A1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

- Change in the services because of changes in scope of the work.
- Additional tasks not specified herein as required by the CITY.

The CITY and FIRST PARTY shall agree in writing to any changes in compensation and/or changes in FIRST PARTY's services before the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Project Manager's title.

A5. BILLINGS

FIRST PARTY's bills shall include the following information: A brief description of services performed, project title and the agreement number; the date the services were performed; the number of hours spent and by whom; the current contract amount; the current invoice amount; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section A2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY's discretion. Such expenses shall be FIRST PARTY's sole financial responsibility.

EXHIBIT "B" - DISPUTE RESOLUTION

- B1.0** All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:
- B2.0 Mediation**
- B2.1** The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph B3.1.
- B3.0 Arbitration**
- B3.1** Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph B2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the agreement.
- B3.2** The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:
- B3.3** Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.
- B3.4** The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years' experience in construction litigation.
- B3.5** All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.
- B3.6** The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.
- B3.7** Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.
- B3.8** The prevailing party shall be awarded reasonable attorneys' fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.9** Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.
- B3.10** The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.

Letter of Agreement To Extend the Contract

Between

72 Hour LLC, dba National Auto Fleet Group
490 Auto Center Dr.
Watsonville, CA 95076-3726

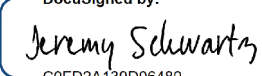
And

Sourcewell
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and Sourcewell have entered into an Agreement (Contract #120716-NAF) for the procurement of Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories and Services. This Agreement has an expiration date of January 17, 2021, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcewell and Sourcewell’s members. The Vendor and Sourcewell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on January 17, 2022. All other terms and conditions of the Agreement remain in force.

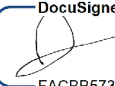
Sourcewell

DocuSigned by:
By: , Its: **Director of Operations & Procurement/CPO**
C0FD2A139D06489...

Name printed or typed: Jeremy Schwartz

Date 6/17/2020 | 1:32 PM CDT

72 Hour LLC, dba National Auto Fleet Group

DocuSigned by:
By: , Its: Fleet Manager
FACBB5730C1E467...

Name printed or typed: Jesse Cooper

Date 7/8/2020 | 4:22 PM CDT

Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: 7L Hoek LLC, DBA National Auto Fleet Group

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
<i>N/A</i>		<i>None taken</i>	

Proposer's Signature:  Date: 12-5-16

NJPA's clarification on exceptions listed above:



Contract Award
RFP #120716

FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for VEHICLES, CARS, VANS, SUVs, AND LIGHT TRUCKS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

72 HOCH LLC, DBA

Company Name: NATIONAL AUTO FLEET GROUP Date: 12-5-16

Company Address: 490 ALTO CENTER DRIVE

City: WATSONVILLE State: CA Zip: 95076

Contact Person: JESSE COOPER Title: FLEET MANAGER

Authorized Signature: [Signature] JESSE COOPER
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 120716-NAF

Proposer's full legal name: 72 Hour LLC, dba National Auto Fleet Group

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 17, 2017 and will expire on January 17, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:


NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 16, 2017

NJPA Contract # 120716-NAF

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name 72 Hour LLC, National Auto Fleet Group

Authorized Signatory's Title Fleet Manager


VENDOR AUTHORIZED SIGNATURE

Jesse Colet
(NAME PRINTED OR TYPED)

Executed on 1-16, 2017

NJPA Contract # 120716-NAF

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: 72 HOCT LLC, DBA NATIONAL AUTO FLEET GROUP

Address: 490 AUTO CENTER DRIVE

City/State/Zip: WATSONVILLE, CA 95076

Telephone Number: 855-289-6572

E-mail Address: JCOOPER@NATIONALAUTOFLEETGROUP.COM

Authorized Signature: *Jesse Cooper*

Authorized Name (printed): JESSE COOPER

Title: FLEET MANAGER

Date: 12-2-16

Notarized

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.

Subscribed and sworn to before me this 2 day of December, 2016

Notary Public in and for the County of Los Angeles State of California

My commission expires: July 30, 2019

Signature: *SK*





Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: National Auto Fleet Group _____

Questionnaire completed by: Jesse Cooper _____

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Absolutely. We provide both municipal financing and municipal leasing available to all NJPA members in every state. We use National Cooperative Leasing, Diversified Leasing and NAFG Provided leasing options to all NJPA Members.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

There are two methods. One is the electronic ordering process, where the member logs into our website located at www.nationalautofleetgroup.com, builds their desired vehicle to their specifications, and then electronically sends us a purchase order. The vehicle is delivered directly to the user's specified end-user address, then we FedEx the customer all the appropriate documentations.

The other method, should the customer not be comfortable with internet or the use of our website, is where the member calls our toll-free number at 1-855-289-6572 and is greeted by one of our sales associates, who then creates a quotation based on the customer's needs and either emails, faxes, or physically mails it to the customer. The customer then sends us a purchase order. We then process the purchase order and deliver the vehicle to the customer's specified location.

We have reported directly to NJPA for the last 22 consecutive quarters.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes, we do accept the P-card procurement and payment process, and there is no additional cost for using it.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
- Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
 - What are your proposed exchange and return programs and policies?

The manufacturer's warranties are all written between the manufacturer and the NJPA member. Therefore, should a warranty repair be required, the member merely needs to take the vehicle to the closest manufacturer franchise (i.e. Ford, Toyota etc.) If the vehicle is not drivable, the customer can notify us through our toll-free number at 1-855-289-6572 and we will have it towed to the nearest facility. All this is done at no cost to the member. There are no conditions to qualify. Any new vehicle qualifies. The manufacturer's warranty does include labor and parts. Other than abuse, there are no restrictions or limitations that affect coverage. All warranty repairs are done in the manufacturer's facilities, thus there is no travel time for technicians. Warranty repairs are all performed in all 50 states, regardless of location. Any after-market accessories installed under our contract are covered by the written warranty for both parts and labor for the after-market installer, who provided them. There is no return policy. If a vehicle is no longer needed by the member, a 25% restocking charge can be imposed.

- 6) Describe any service contract options for the items included in your proposal.

We offer a multitude of service contracts and extended warranties, running all the way up to 250,000 miles. The cost, term, and coverage are determined by the mileage and term. Contact us directly for a quote.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

All of our pricing, by manufacturer, is listed in the attached books 1-18, outlined in our price summary along with our after market equipment categories.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Utilizing a Percentage Off MSRP / LIST method, NAFG can offer NJPA members discounts ranging from 25.86% down to 1% across the 15 manufacturers depending on model. Please

see Tab 2 as well as Attachment Book 2-18 for "Pricing." We detail the addition of All Factory Options and After Market Equipment.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

The percentage will vary on the very same product from state to state as the discount structure passed onto us by the manufacturers can vary from state to state. Therefore, we have included in the 18 attachment A's / Books the exact manufacturer's list price and our price side by side. This fixed pricing makes it easy to do price validations. In addition, all factory installed options can be added at factory invoice + 3% and all after-market accessories are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

All of our pricing is based on 2017 year model. Any subsequent year model in the contract will be a maximum of 3% more + any required governmental, safety, emissions requirement as mandated by the federal or Canadian government.

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

Our bid price is the most competitive price on the marketplace. It is far lower than any individual or other cooperatives have available to them. We leverage our entire company-wide purchasing power to the benefit to the NJPA member. Last year alone, company-wide, we delivered over 34,000 vehicles, which is the driving force that allows us to obtain deep discounts from all original equipment manufacturers and deliver the savings to the NJPA member. We don't think any other vendor can do that.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

They are all included in our bid price.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Included in our bid are the base prices for all vehicles. Factory options can be added at +10%. All sourced goods are offered at the up fitter's municipal pricing level which varies from 1-30% off of retail prices.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

There are no hidden or undisclosed costs in our proposal. All costs are legitimate and fully disclosed to the NJPA member.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

There is no additional cost. All shipping is included in the original quote to the member.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Shipping to Alaska or Hawaii can be one of two ways. Either from the assembly point directly to the franchise dealer in Alaska or Hawaii, or if the NJPA member requires a lower 48 state specialized body installation, then freight is calculated from the Port of Long Beach, Port of Los Angeles, or the Port of Seattle, Washington. It is included in the original NJPA member quote.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

To us, these are not unique. We have been doing this for years, and we continue to do this every day. Our competitors do not have that advantage.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We have an in-house financial administrator who monitors that on a daily basis. In addition, we bring in twice a year, Polmaris and Associates (an independent certified public accountant from Sacramento, California) to review all payments and disbursements.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

- 1) 1% of the unit price is up to \$700.00 other than "related equipment" pass through items
- 2) Total amount in any 12-month period will not exceed \$4,500,000.00 in Administration Fees
- 3) NAFG reserves the right to waive all or in part the Admin Fee when faced with a large county of State competition and or faced with unusable circumstances.

Industry-Specific Questions

- 19) Identify any features in your response that are different from your standard vehicle offering or that are unique to your proposal.

Our proposal is unique primarily in the fact that we are the only ones that have the order to deliver online system available exclusively for your members. None of the other bids you are reviewing today can state that.

- 20) Demonstrate your processes to handle vehicles on order with NJPA members that are subject to a recall or that have open service campaigns.

Our staff keeps a running list of open recalls by manufacturer. We cross check it on a weekly basis to try and ensure that none of your members receive a vehicle with an open our outstanding recall or campaign.

- 21) Demonstrate your NJPA member communication processes from P.O. generation to the delivery of vehicle in order to meet member expectations.

After the PO is issued to NAFG we send our client an order confirmation with an estimated time of arrival for the purchase. We give members the option of how frequently they would like updates on their vehicles, as well as communicating any complications along the way. Our staff communicates through any form that customers feel comfortable with, whether it is faxes, calls, or emails. When the vehicle is ready to be delivered, we give the customers advance notice to ensure they are ready to receive the vehicle. All vehicle paperwork documents are sent out via UPS, and tracking numbers are provided to the client.

Signature:  _____ Date: 12-6-16



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

9/10/2021

Quote ID: **18091**

Mr Donald Weber
City of Menlo Park
333 Burgess Dr.
Menlo Park, California, 94025

Dear Donald Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Five (5) New/Unused (2021 Ford Police Interceptor Utility (K8A) AWD, Priority 1 Package 3067) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (5)	Total Savings
Contract Price	\$53,530.00	\$47,374.50	11.499 %	\$236,872.50	\$30,777.50
Priority 1 Package 3067		\$18,455.41		\$92,277.05	
Tax (9.3750 %)		\$6,171.55		\$30,857.75	
Tire fee		\$8.75		\$43.75	
Total		\$72,010.21		\$360,051.05	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: jcooper@nationalautofleetgroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



Priority 1 Public Safety Equipment Installation Inc.

425 Harbor Blvd. #6
Belmont, CA 94002-4048
TEL: (650) 654-9900
FAX: (650) 654-9947

Estimate

Date	Estimate #
9/8/2021	3067

Name / Address
National Auto Fleet Group 490 Auto Center Dr Watsonville, CA 95076

Attention

Vehicle#	Terms	Rep
2021 Patrol	Net 30	Dave

Item	Description	Qty	Total
27.1.20	27 Circuit Power Distribution Center	1	620.00T
PRI-KIT	Wire harness-Relays, diodes, connectors, hardware etc.	1	350.00T
BK2019ITU20	Setina Aluminum Pushbumper, Standard Install for 2020 Police Interceptor Utility with Whelen ION LED's. Red on Driver Side and Blue on Passenger Side	1	908.00T
C3100U	Code 3 100w siren speaker with universal mounting bracket	1	181.65T
VALR44S (SU 32317...	Federal signal 44" Valor. Program Special LPSF_BC_PTY1_C2. Label Ctrl with PRGM name. Scene Lights Only in Heads 2-11, L. Alley in Heads L&1, R. Alley in Heads L1&12, SB - Hotfoot Steady, CRUISE = 1 through 12 SB (FULL BRIGHT), TD Overrides SB in 2.11. Hardwire other features/settings same as standard	1	2,200.00T
Z3	Code 3 Z3 siren controller	1	862.50T
ELUC3H010 R	Sound Off Hide-a-Way L.E.D, RED	2	150.00T
ELUC3H010 B	Sound Off Hide-a-Way L.E.D, BLUE	2	150.00T
PK0374ITU20TM	Setina #6VS RP Coated Polycarbonate, Recessed Panel Partition (tall man)	1	718.00T
WK0514ITU20	Setina Window Barrier VS Steel Vertical	1	241.50T
QK0566ITU20	Setina Full Replacement Prisoner Seat with Center Pull Seatbelt System. Includes #12VS Stationary Window Polycarbonate Cargo Partition	1	1,220.00T
MB8U	RG58 Coax antenna cable.	1	14.00T
CPL9C	Antenna connector	1	4.50T
trab4703	Low Profile 470 antenna Blk	1	34.50T
Subtotal			
Sales Tax (0.0%)			
Total			



**Priority 1 Public Safety
Equipment Installation Inc.**

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Estimate

Date	Estimate #
9/8/2021	3067

Name / Address
National Auto Fleet Group 490 Auto Center Dr Watsonville, CA 95076

Attention

Vehicle#	Terms	Rep
2021 Patrol	Net 30	Dave

Item	Description	Qty	Total
C-DMM-3015	Havis flip up dash mount for 2020 Utility	1	406.95T
KM-5001-UNIB	Hint floor mount keyboard mount for Data 911 keyboard.	1	323.60T
inv-con-dn-isuv-20	Innovative 14" sloped console for 2020 Utility with cup holders, armrest and face plates	1	616.90T
14.0553	Able 2 three power outlet	1	22.78T
GK10301S1U	Setina partition mounted dual gun rack with T-Rail. One universal and one shotgun lock	1	386.50T
1082E	Black Rac electric gunlock for Rifle	1	538.65T
CW0411-RW	Code 3 interior L.E.D work light red/white with switch. (SPR 001-00-890184)	1	80.00T
22052	Flashlight charger sleeve	1	8.50T
22051	Cigarette charger cord for flashlight sleeve	1	8.05T
CP-UV20-CARGO	Troy cargo platform for 2020 Utility	1	425.25T
AC-20-UV-TRAY	Troy electronics tray for 2020 rear cargo platform	1	210.60T
Rumbler-3	Rumbler siren system 12V	1	535.00T
RB-FPIU20	Rumbler brackets for 2020 Utility	1	43.00T
Paint	Paint 4 door and a roof white.	1	1,400.00T
PRI-HOOD	Protective Hood Coating.	1	700.00
933-0683A	D&R Single Drawer Cabinet Used with Laguna Ready Buckle Seat System	1	499.98T
Labor		1	4,300.00
Freight	Freight	1	295.00
Subtotal			\$18,455.41
Sales Tax (0.0%)			\$0.00
Total			\$18,455.41

Vehicle Configuration Options

ENGINE	
Code	Description
99W	ENGINE: 3.3L V6 DIRECT-INJECTION HYBRID SYSTEM, -inc: (136-MPH top speed) (STD)
TRANSMISSION	
Code	Description
44B	TRANSMISSION: 10-SPEED AUTOMATIC, (STD)
PRIMARY PAINT	
Code	Description
UM	AGATE BLACK
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
AXLE RATIO	
Code	Description
___	3.73 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
47A	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling
51S	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (UNITY)
63B	SIDE MARKER LED SIDEVIEW MIRRORS, -inc: driver side - red/passenger side - blue, Located on exterior mirror housing, LED lights only, Wiring and controller not included
153	FRONT LICENSE PLATE BRACKET
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren &

	Speaker Pre-Wiring
66C	REAR LIGHTING SOLUTION, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included
21L	FRONT WARNING AUXILIARY LED LIGHTS, -inc: driver side - red/passenger side - blue
43A	REAR AUXILIARY LIFTGATE LIGHTS, -inc: Red/blue LED lights, Located beneath liftgate glass in applique panel, LED lights only, Wiring and controller not included
63L	REAR QUARTER GLASS SIDE MARKER LED LIGHTS, -inc: driver side - red/passenger side - blue, LED lights only, Wiring and controller not included
90G	BALLISTIC DOOR-PANELS (LEVEL IV+), -inc: Driver and passenger front-doors
59B	KEYED ALIKE - 1284X
52P	HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
68G	REAR-DOOR CONTROLS INOPERABLE, -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches
17A	REAR AUXILIARY AIR CONDITIONING
43D	DARK CAR FEATURE, -inc: Courtesy lamps disabled when any door is opened
17T	SWITCHABLE RED/WHITE LIGHTING IN CARGO AREA, -inc: Deletes 3rd row overhead map light
87R	REAR VIEW CAMERA, -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror
19V	REAR CAMERA ON-DEMAND, -inc: Allows driver to enable rear camera on-demand
76P	PRE-COLLISION ASSIST W/PEDESTRIAN DETECTION, -inc: forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use
76R	REVERSE SENSING SYSTEM
61B	OBD-II SPLIT CONNECTOR, -inc: Allows up to 2 devices to be connected to the vehicle's OBD-II port
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING
68E	LOW-BAND FREQUENCY NOISE SUPPRESSION KIT, -inc: Recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF low band - channel 1-9), Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range
60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)
68B	POLICE PERIMETER ALERT, -inc: Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I, Doors will lock and windows will automatically go up at level II, visual display in instrument cluster w/tracking
OPTION PACKAGE	

Code	Description
500A	ORDER CODE 500A

2021 Fleet/Non-Retail Ford Police Interceptor Utility AWD

WINDOW STICKER

2021 Ford Police Interceptor Utility AWD

CODE	MODEL	MSRP
K8A	2021 Ford Police Interceptor Utility AWD	\$40,845.00
OPTIONS		
99W	ENGINE: 3.3L V6 DIRECT-INJECTION HYBRID SYSTEM, -inc: (136-MPH top speed) (STD)	\$0.00
44B	TRANSMISSION: 10-SPEED AUTOMATIC, (STD)	\$0.00
UM	AGATE BLACK	\$0.00
—	STANDARD PAINT	\$0.00
96	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/VINYL REAR, -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks	\$0.00
—	3.73 AXLE RATIO, (STD)	\$0.00
47A	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	\$260.00
51S	DUAL (DRIVER & PASSENGER) LED SPOT LAMPS (UNITY)	\$620.00
63B	SIDE MARKER LED SIDEVIEW MIRRORS, -inc: driver side - red/passenger side - blue, Located on exterior mirror housing, LED lights only, Wiring and controller not included	\$290.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$895.00
66C	REAR LIGHTING SOLUTION, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	\$455.00
21L	FRONT WARNING AUXILIARY LED LIGHTS, -inc: driver side - red/passenger side - blue	\$550.00
43A	REAR AUXILIARY LIFTGATE LIGHTS, -inc: Red/blue LED lights, Located beneath liftgate glass in applique panel, LED lights only, Wiring and controller not included	\$395.00
63L	REAR QUARTER GLASS SIDE MARKER LED LIGHTS, -inc: driver side - red/passenger side - blue, LED lights only, Wiring and controller not included	\$575.00
90G	BALLISTIC DOOR-PANELS (LEVEL IV+), -inc: Driver and passenger front-doors	\$4,830.00
59B	KEYED ALIKE - 1284X	\$50.00
52P	HIDDEN DOOR-LOCK PLUNGER, -inc: rear-door controls inoperable (locks, handles and windows), Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door switches	\$160.00
68G	REAR-DOOR CONTROLS INOPERABLE, -inc: Locks, handles and windows, Note: Can manually remove window or door disable plate w/special tool, Note: Locks/windows operable from driver's door	\$0.00

	switches	
17A	REAR AUXILIARY AIR CONDITIONING	\$610.00
43D	DARK CAR FEATURE, -inc: Courtesy lamps disabled when any door is opened	\$25.00
17T	SWITCHABLE RED/WHITE LIGHTING IN CARGO AREA, -inc: Deletes 3rd row overhead map light	\$50.00
87R	REAR VIEW CAMERA, -inc: Displayed in rear view mirror, Note: This option replaces the standard display in the center stack area, Note: Camera can only be displayed in the center stack (std) or the rear view mirror (87R), Electrochromic Rear View Mirror, Video is displayed in rear view mirror	\$0.00
19V	REAR CAMERA ON-DEMAND, -inc: Allows driver to enable rear camera on-demand	\$230.00
76P	PRE-COLLISION ASSIST W/PEDESTRIAN DETECTION, -inc: forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use	\$145.00
76R	REVERSE SENSING SYSTEM	\$275.00
61B	OBD-II SPLIT CONNECTOR, -inc: Allows up to 2 devices to be connected to the vehicle's OBD-II port	\$55.00
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING	INC
68E	LOW-BAND FREQUENCY NOISE SUPPRESSION KIT, -inc: Recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF low band - channel 1-9), Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range	\$195.00
60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)	\$100.00
68B	POLICE PERIMETER ALERT, -inc: Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I, Doors will lock and windows will automatically go up at level II, visual display in instrument cluster w/tracking	\$675.00
500A	ORDER CODE 500A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$52,285.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,245.00
TOTAL PRICE	\$53,530.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed)
Transmission: 10-Speed Automatic
3.73 Axle Ratio
GVWR: 6,840 lbs (3,103 kgs)
50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
80-Amp/Hr 800CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion Traction Battery

EXTERIOR

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps
LED Brakelights

ENTERTAINMENT

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
Integrated Roof Antenna
1 LCD Monitor In The Front

INTERIOR

8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Fleet Telematics Modem Selective Service Internet Access
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets
Air Filtration

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag

Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

9/10/2021

Quote ID: 18089

Mr Donald Weber
City of Menlo Park

333 Burgess Dr.

Menlo Park, California, 94025

Dear Donald Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2021 Ford Police Interceptor Utility (K8A) AWD, Priority 1 Package 3155) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$54,625.00	\$48,426.12	11.348 %	\$6,198.88
Priority 1 Package 3155		\$3,403.65		
Tax (9.3750 %)		\$4,859.04		
Tire fee		\$8.75		
Total		\$56,697.56		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: jcooper@nationalautofleetgroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



**Priority 1 Public Safety
Equipment Installation Inc.**

425 Harbor Blvd. #6
Belmont, CA 94002-4048
TEL: (650) 654-9900
FAX: (650) 654-9947

Estimate

Date	Estimate #
9/9/2021	3155

Name / Address
National Auto Fleet Group 490 Auto Center Dr Watsonville, CA 95076

Attention
Jesse Cooper 855-289-6572

Vehicle#	Terms	Rep
Unmarked Explorer	Net 30	Dave

Item	Description	Qty	Total
PRI-KIT	Wire harness-Relays, diodes, connectors, hardware etc.	1	250.00
5046	Blue Sea 8 gsm fuse block	1	36.00
EGHST2 R-12	Sound Off surface mount Ghost Light, RED	1	100.00
EGHST2 B-12	Sound Off surface mount Ghost Light, BLUE	1	100.00
CM-708	Grill light brackets	2	90.00
EMPS2STS3R	Sound Off Mpower red stud mount (Mounted in windshield)	1	105.70
EMPS2STS3B	Sound Off Mpower blue stud mount (Mounted in windshield)	1	105.70
PMP2WSSSB	Window shroud kit for Mpowers	2	22.00
ELUC3H010 R	Sound Off Hide-a-Way L.E.D, RED (mounted in tail light assembly)	2	150.00
ELUC3H010 B	Sound Off Hide-a-Way L.E.D, BLUE (mounted in tail light assembly)	2	150.00
BETA112R	Whelen Beta remote siren amp with PA functions. PA sold separate.	1	265.00
Toggle	On / off toggle switch.	2	17.00
SC-1902	Momentary button for airhorn	1	6.75
Tint	Tint strip on windshield	1	110.00
MMSU1	Magnetic mic clip kit.	1	33.00
MB8U	RG58 Coax antenna cable.	1	14.00T
CPL9C	Antenna connector	1	6.50T
QWB470	1/4 wave 470 antenna	1	9.00T
Labor	Install above emergency equipment including customer provided radio.	1	1,800.00
Freight	Freight	1	33.00
Subtotal			\$3,403.65
Sales Tax (0.0%)			\$0.00
Total			\$3,403.65

Vehicle Configuration Options

ENGINE	
Code	Description
99W	ENGINE: 3.3L V6 DIRECT-INJECTION HYBRID SYSTEM, -inc: (136-MPH top speed) (STD)
TRANSMISSION	
Code	Description
44B	TRANSMISSION: 10-SPEED AUTOMATIC, (STD)
PRIMARY PAINT	
Code	Description
HG	SMOKESTONE METALLIC
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
F6	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/CLOTH REAR, -inc: driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar) and passenger 2-way manual track (fore/aft, w/manual recline)
AXLE RATIO	
Code	Description
___	3.73 AXLE RATIO, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
65U	INTERIOR UPGRADE PACKAGE, -inc: Center Floor Console Less Shifter, console and top plate w/2 cup holders, (Maintains column shifter), SYNC 3 Communications & Entertainment System, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack, 1st & 2nd Row Carpet Floor Covering, front and rear floor mats
47A	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling
64E	WHEELS: 18" PAINTED ALUMINUM, -inc: Spare wheel is an 18" conventional (Police) black steel wheel
153	FRONT LICENSE PLATE BRACKET

16D	BADGE DELETE, -inc: Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood (EcoBoost)
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring
66C	REAR LIGHTING SOLUTION, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included
21L	FRONT WARNING AUXILIARY LED LIGHTS, -inc: driver side - red/passenger side - blue
63L	REAR QUARTER GLASS SIDE MARKER LED LIGHTS, -inc: driver side - red/passenger side - blue, LED lights only, Wiring and controller not included
90G	BALLISTIC DOOR-PANELS (LEVEL IV+), -inc: Driver and passenger front-doors
59B	KEYED ALIKE - 1284X
18X	100 WATT SIREN/SPEAKER W/BRACKET & PIGTAIL
87P	8-WAY POWER PASSENGER SEAT, -inc: 2-way power recline and lumbar
18D	GLOBAL LOCK/UNLOCK FEATURE, -inc: Door-panel switches will lock/unlock all doors and rear liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry
55F	REMOTE KEYLESS ENTRY KEY FOB W/O KEY PAD, -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike
17A	REAR AUXILIARY AIR CONDITIONING
16C	1ST & 2ND ROW CARPET FLOOR COVERING, -inc: front and rear floor mats
63V	CARGO STORAGE VAULT, -inc: lockable door and compartment light
19V	REAR CAMERA ON-DEMAND, -inc: Allows driver to enable rear camera on-demand
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps
76P	PRE-COLLISION ASSIST W/PEDESTRIAN DETECTION, -inc: forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use
76R	REVERSE SENSING SYSTEM
61B	OBD-II SPLIT CONNECTOR, -inc: Allows up to 2 devices to be connected to the vehicle's OBD-II port
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING
68E	LOW-BAND FREQUENCY NOISE SUPPRESSION KIT, -inc: Recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF low band - channel 1-9), Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range
60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)
68B	POLICE PERIMETER ALERT, -inc: Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I, Doors will lock and windows will automatically go up at level II, visual display in instrument

cluster w/tracking

OPTION PACKAGE

Code	Description
500A	ORDER CODE 500A

2021 Fleet/Non-Retail Ford Police Interceptor Utility AWD

WINDOW STICKER

2021 Ford Police Interceptor Utility AWD

CODE	MODEL	MSRP
K8A	2021 Ford Police Interceptor Utility AWD	\$40,845.00
OPTIONS		
99W	ENGINE: 3.3L V6 DIRECT-INJECTION HYBRID SYSTEM, -inc: (136-MPH top speed) (STD)	\$0.00
44B	TRANSMISSION: 10-SPEED AUTOMATIC, (STD)	\$0.00
HG	SMOKESTONE METALLIC	\$0.00
—	STANDARD PAINT	\$0.00
F6	CHARCOAL BLACK, UNIQUE HD CLOTH FRONT BUCKET SEATS W/CLOTH REAR, -inc: driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar) and passenger 2-way manual track (fore/aft, w/manual recline)	\$0.00
—	3.73 AXLE RATIO, (STD)	\$0.00
65U	INTERIOR UPGRADE PACKAGE, -inc: Center Floor Console Less Shifter, console and top plate w/2 cup holders, (Maintains column shifter), SYNC 3 Communications & Entertainment System, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack, 1st & 2nd Row Carpet Floor Covering, front and rear floor mats	\$390.00
47A	POLICE ENGINE IDLE FEATURE, -inc: This feature allows you to leave the engine running and prevents your vehicle from unauthorized use when outside of your vehicle, Allows the key to be removed from ignition while vehicle remains idling	\$260.00
64E	WHEELS: 18" PAINTED ALUMINUM, -inc: Spare wheel is an 18" conventional (Police) black steel wheel	\$475.00
153	FRONT LICENSE PLATE BRACKET	\$0.00
16D	BADGE DELETE, -inc: Deletes the Police Interceptor badging on rear liftgate and the Interceptor badging on front hood (EcoBoost)	\$0.00
66A	FRONT HEADLAMP LIGHTING SOLUTION, -inc: LED low beam/high beam headlamp, wig-wag function and (2) red/blue/white LED side warning lights in each headlamp (factory configured: driver's side white/red/passenger side white/blue), Wiring and LED lights included (in headlamps only; grille lights not included), Controller not included, Grille LED Lights, Siren & Speaker Pre-Wiring	\$895.00
66C	REAR LIGHTING SOLUTION, -inc: (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) mounted to inside liftgate glass and (2) backlit flashing linear high-intensity LED lights (driver's side red/passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open), LED lights only, Wiring and controller not included	\$455.00
21L	FRONT WARNING AUXILIARY LED LIGHTS, -inc: driver side - red/passenger side - blue	\$550.00
63L	REAR QUARTER GLASS SIDE MARKER LED LIGHTS, -inc: driver side - red/passenger side - blue, LED lights only, Wiring and controller not included	\$575.00
90G	BALLISTIC DOOR-PANELS (LEVEL IV+), -inc: Driver and passenger front-doors	\$4,830.00
59B	KEYED ALIKE - 1284X	\$50.00
18X	100 WATT SIREN/SPEAKER W/BRACKET & PIGTAIL	\$315.00
87P	8-WAY POWER PASSENGER SEAT, -inc: 2-way power recline and lumbar	\$325.00
18D	GLOBAL LOCK/UNLOCK FEATURE, -inc: Door-panel switches will lock/unlock all doors and rear	\$0.00

	liftgate, Eliminates overhead console liftgate unlock switch and 45-second timer, Also eliminates the blue liftgate release button if ordered w/remote keyless entry	
55F	REMOTE KEYLESS ENTRY KEY FOB W/O KEY PAD, -inc: Does not include PATS, 4-key fobs, Key fobs are not fobbed alike when ordered w/keyed-alike	\$340.00
17A	REAR AUXILIARY AIR CONDITIONING	\$610.00
16C	1ST & 2ND ROW CARPET FLOOR COVERING, -inc: front and rear floor mats	INC
63V	CARGO STORAGE VAULT, -inc: lockable door and compartment light	\$245.00
19V	REAR CAMERA ON-DEMAND, -inc: Allows driver to enable rear camera on-demand	\$230.00
55B	BLIS BLIND SPOT MONITORING W/CROSS TRAFFIC ALERT, -inc: Manual Fold-Away Mirrors w/Heat, Without memory and without puddle lamps	\$545.00
76P	PRE-COLLISION ASSIST W/PEDESTRIAN DETECTION, -inc: forward collision warning and Automatic Emergency Braking and unique one-touch temporary disable switch for law enforcement use	\$145.00
76R	REVERSE SENSING SYSTEM	\$275.00
61B	OBD-II SPLIT CONNECTOR, -inc: Allows up to 2 devices to be connected to the vehicle's OBD-II port	\$55.00
60A	GRILLE LED LIGHTS, SIREN & SPEAKER PRE-WIRING	INC
68E	LOW-BAND FREQUENCY NOISE SUPPRESSION KIT, -inc: Recommended for agencies that operate radio equipment in the 39-46 MHz frequency range (VHF low band - channel 1-9), Provides noise suppression for in-car two-way radio communication devices in the 39-46 MHz frequency range	\$195.00
60R	NOISE SUPPRESSION BONDS (GROUND STRAPS)	\$100.00
68B	POLICE PERIMETER ALERT, -inc: Detects motion in an approximately 270-degree radius on sides and back of vehicle; if movement is determined to be a threat, chime will sound at level I, Doors will lock and windows will automatically go up at level II, visual display in instrument cluster w/tracking	\$675.00
500A	ORDER CODE 500A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$53,380.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,245.00
TOTAL PRICE	\$54,625.00

Est City: N/A MPG
Est Highway: N/A MPG
Est Highway Cruising Range: N/A mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 3.3L V6 Direct-Injection Hybrid System -inc: (136-MPH top speed)
Transmission: 10-Speed Automatic
3.73 Axle Ratio
GVWR: 6,840 lbs (3,103 kgs)
50 State Emission System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.
Transmission w/Oil Cooler
Automatic Full-Time All-Wheel
Engine Oil Cooler
80-Amp/Hr 800CCA Maintenance-Free Battery
Hybrid Electric Motor 220 Amp Alternator
Class III Towing Equipment -inc: Hitch
Trailer Wiring Harness
Police/Fire
1670# Maximum Payload
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Steering
19 Gal. Fuel Tank
Dual Stainless Steel Exhaust
Permanent Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
Regenerative 4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Lithium Ion Traction Battery

EXTERIOR

Wheels: 18" x 8" 5-Spoke Painted Black Steel -inc: polished stainless steel hub cover and center caps
Tires: 255/60R18 AS BSW
Steel Spare Wheel
Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Front Bumper w/Black Rub Strip/Fascia Accent and 1 Tow Hook
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Bodyside Cladding and Black Wheel Well Trim

Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Side Mirrors w/Convex Spotter and Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks
Auto On/Off Projector Beam Led Low/High Beam Headlamps
LED Brakelights

ENTERTAINMENT

Radio: AM/FM/MP3 Capable -inc: clock, 4-speakers, Bluetooth interface w/hands-free voice command support (compatible w/most Bluetooth connected mobile devices), 1 USB port and 4.2" color LCD screen center stack smart display
Radio w/Seek-Scan, Speed Compensated Volume Control and Steering Wheel Controls
Integrated Roof Antenna
1 LCD Monitor In The Front

INTERIOR

8-Way Driver Seat
Passenger Seat
35-30-35 Folding Split-Bench Front Facing Fold Forward Seatback Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Engine Hour Meter, Traction Battery Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
Fleet Telematics Modem Selective Service Internet Access
Remote Releases -Inc: Power Cargo Access
Cruise Control w/Steering Wheel Controls
Dual Zone Front Automatic Air Conditioning
HVAC -inc: Underseat Ducts
Locking Glove Box
Driver Foot Rest

Unique HD Cloth Front Bucket Seats w/Vinyl Rear -inc: reduced bolsters, driver 6-way power track (fore/aft, up/down, tilt w/manual recline, 2-way manual lumbar), passenger 2-way manual track (fore/aft, w/manual recline) and built-in steel intrusion plates in both driver/passenger seatbacks
Interior Trim -inc: Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert and Metal-Look Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors
Mini Overhead Console w/Storage and 2 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Carpet Floor Trim
Cargo Features -inc: Cargo Tray/Organizer
Cargo Space Lights
Dashboard Storage, Driver And Passenger Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks
Systems Monitor
Redundant Digital Speedometer
Trip Computer
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
2 12V DC Power Outlets
Air Filtration

SAFETY

Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Curtain 1st And 2nd Row Airbags
Airbag Occupancy Sensor
Passenger Knee Airbag

Rear Child Safety Locks
Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
Back-Up Camera w/Washer



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

6/24/2021
 9/13/2021 Re-Configured

Quote ID: **28509 R2**

Order Cut Off Date: **TBA**

Donald Weber
 City of Menlo Park
 Fleet

701 Laurel Street
 333 Burgess Drive

Menlo Park, California, 94025

Dear Donald Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2022 Chevrolet Bolt EUV (1FF48) FWD 4dr LT, Priority 1 Public Safety Equipment Proposal #3077 (Details Enclosed)) and delivered to your specified location, each for

	One Unit
Contract Price	\$34,226.60
Priority 1 Public Safety Equipment	\$11,400.06
Proposal #3077 (Details Enclosed)	
Tax (9.3750 %)	\$4,277.50
Tire fee	\$8.75
Total	\$49,912.91

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF**. Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 Account Manager
 Email: jcooper@nationalautofleetgroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



Priority 1 Public Safety Equipment Installation Inc.

425 Harbor Blvd. #6
Belmont, CA 94002-4048
TEL: (650) 654-9900
FAX: (650) 654-9947

Estimate

Date	Estimate #
9/8/2021	3077

Name / Address
National Auto Fleet Group 490 Auto Center Dr Watsonville, CA 95076

Attention

Vehicle#	Terms	Rep
2022 Bolt EUV	Net 30	Dave

Item	Description	Qty	Total
PRI-KIT	Wire harness-Relays, diodes, connectors, hardware etc.	1	550.00T
5046	Blue Sea 8 gsm fuse block	1	36.00T
CG.X	Charge Guard timer	1	82.60T
C3100U	Code 3 100w siren speaker with universal mounting bracket	1	181.65T
UJHF2150A	Whelen headlight flasher. Positive / Negative.	1	57.51T
PB450L4-SUV	Setina pushbumper with 4 L.E.D light heads for SUV's	1	830.70T
VALR44S (SU 32317...	Federal signal 44" Valor. Program Special LPSF_BC_PTY1_C2. Label Ctrl with PRGM name. Scene Lights Only in Heads 2-11, L. Alley in Heads L&1, R. Alley in Heads L1&12, SB - Hotfoot Steady. CRUISE = 1 through 12 SB (FULL BRIGHT), TD Overrides SB in 2,11. Hardwire other features/settings same as standard	1	2,200.00T
Z3	Code 3 Z3 siren controller	1	862.50T
ELUC3H010 R	Sound Off Hide-a-Way L.E.D, RED	2	150.00T
ELUC3H010 B	Sound Off Hide-a-Way L.E.D, BLUE	2	150.00T
EMPS2STS4J	Sound Off Mpower red/blue stud mount	2	226.00T
MB8U	RG58 Coax antenna cable.	1	14.00T
trab4703	Low Profile 470 antenna Blk	1	34.50T
CPL9C	Antenna connector	1	4.50T
MMSU1	Magnetic mic clip kit.	1	33.00T
TM-5502UDB-UNIB-E	Hinit mount for Data 911 M8 for 2021 Ford Escape.	1	602.10T
933-0683A	D&R Single Drawer Cabinet	1	500.00T
Paint	Paint doors and roof white	1	1,400.00T
PRI-HOOD	Protective Hood Coating.	1	350.00
Subtotal			
Sales Tax (0.0%)			
Total			



**Priority 1 Public Safety
Equipment Installation Inc.**

425 Harbor Blvd. #6
Belmont, CA 94002-4048
TEL: (650) 654-9900
FAX: (650) 654-9947

Estimate

Date	Estimate #
9/8/2021	3077

Name / Address
National Auto Fleet Group 490 Auto Center Dr Watsonville, CA 95076

Attention

Vehicle#	Terms	Rep
2022 Bolt EUV	Net 30	Dave

Item	Description	Qty	Total
Labor	Install emergency equipment including customer provided radio and computer.	1	3,000.00
Freight	Freight	1	135.00
Subtotal			\$11,400.06
Sales Tax (0.0%)			\$0.00
Total			\$11,400.06

Vehicle Configuration Options

EMISSIONS	
Code	Description
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS
NC9	EMISSIONS, CALIFORNIA ZEV
ENGINE	
Code	Description
EN0	ENGINE, NONE
TRANSMISSION	
Code	Description
MMF	ELECTRIC DRIVE UNIT, (200 HP [150 KW] 266 LB-FT OF TORQUE [360 N-M]), (STD)
PREFERRED EQUIPMENT GROUP	
Code	Description
2LT	LT PREFERRED EQUIPMENT GROUP, includes standard equipment
WHEELS	
Code	Description
RSB	WHEELS, 17" (43.2 CM) SILVER PAINTED ALUMINUM, (STD)
PAINT	
Code	Description
GB8	MOSAIC BLACK METALLIC
PAINT SCHEME	
Code	Description
___	STANDARD PAINT
SEAT TYPE	
Code	Description
AR7	SEATS, FRONT BUCKET
SEAT TRIM	
Code	Description
H1N	JET BLACK, CLOTH SEAT TRIM, (STD)
RADIO	

Code	Description
IOS	AUDIO SYSTEM, CHEVROLET INFOTAINMENT 3 PLUS SYSTEM, 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)
ADDITIONAL EQUIPMENT	
Code	Description
5W4	FLEET SPECIAL SERVICE VEHICLE, includes two additional fused circuits underhood: 20A & 30A, (5J3) Surveillance Mode for exterior and interior lighting off calibration, (A2X) driver 8-way power seat adjuster, driver 2-way power lumbar and (AMF) Remote Keyless Entry Package with 4 additional key-fob transmitters, for a total of 6 transmitters, NOTE: programming of 4 additional remotes is at customer's expense. Programming remotes is not a warranty expense
PDH	LPO, INTERIOR PROTECTION PACKAGE, includes (VAV) all-weather floor mats, LPO and (VLI) all-weather cargo mat, LPO
PCW	LPO, TIRE INFLATOR KIT PACKAGE, includes (SD4) Tire Inflator, LPO
SD4	LPO, TIRE INFLATOR
A2X	SEAT ADJUSTER, DRIVER 8-WAY POWER
---	SEAT ADJUSTER, DRIVER 2-WAY POWER LUMBAR
VAV	LPO, ALL-WEATHER FLOOR MATS, FRONT AND REAR
VLI	LPO, ALL-WEATHER CARGO MAT
AMF	REMOTE KEYLESS ENTRY PACKAGE, includes 4 additional key-fob transmitters, for a total of 6 transmitters, NOTE: programming of 4 additional remotes is at customer's expense. Programming remotes is not a warranty expense.
5J3	CALIBRATION, SURVEILLANCE MODE FOR EXTERIOR AND INTERIOR LIGHTING OFF
W2D	LPO, CARGO NET

2022 Fleet/Non-Retail Chevrolet Bolt EUV FWD 4dr LT

WINDOW STICKER

2022 Chevrolet Bolt EUV FWD 4dr LT

CODE	MODEL	MSRP
1FF48	2022 Chevrolet Bolt EUV FWD 4dr LT	\$33,000.00
OPTIONS		
YF5	EMISSIONS, CALIFORNIA STATE REQUIREMENTS	\$0.00
NC9	EMISSIONS, CALIFORNIA ZEV	INC
EN0	ENGINE, NONE	\$0.00
MMF	ELECTRIC DRIVE UNIT, (200 HP [150 KW] 266 LB-FT OF TORQUE [360 N-M]), (STD)	\$0.00
2LT	LT PREFERRED EQUIPMENT GROUP, includes standard equipment	\$0.00
RSB	WHEELS, 17" (43.2 CM) SILVER PAINTED ALUMINUM, (STD)	\$0.00
GB8	MOSAIC BLACK METALLIC	\$0.00
—	STANDARD PAINT	\$0.00
AR7	SEATS, FRONT BUCKET	\$0.00
H1N	JET BLACK, CLOTH SEAT TRIM, (STD)	\$0.00
IOS	AUDIO SYSTEM, CHEVROLET INFOTAINMENT 3 PLUS SYSTEM, 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD)	\$0.00
5W4	FLEET SPECIAL SERVICE VEHICLE, includes two additional fused circuits underhood: 20A & 30A, (5J3) Surveillance Mode for exterior and interior lighting off calibration, (A2X) driver 8-way power seat adjuster, driver 2-way power lumbar and (AMF) Remote Keyless Entry Package with 4 additional key-fob transmitters, for a total of 6 transmitters, NOTE: programming of 4 additional remotes is at customer's expense. Programming remotes is not a warranty expense	\$500.00
PDH	LPO, INTERIOR PROTECTION PACKAGE, includes (VAV) all-weather floor mats, LPO and (VLI) all-weather cargo mat, LPO	\$250.00
PCW	LPO, TIRE INFLATOR KIT PACKAGE, includes (SD4) Tire Inflator, LPO	\$0.00
SD4	LPO, TIRE INFLATOR	INC
A2X	SEAT ADJUSTER, DRIVER 8-WAY POWER	INC
—	SEAT ADJUSTER, DRIVER 2-WAY POWER LUMBAR	INC
VAV	LPO, ALL-WEATHER FLOOR MATS, FRONT AND REAR	INC
VLI	LPO, ALL-WEATHER CARGO MAT	INC
AMF	REMOTE KEYLESS ENTRY PACKAGE, includes 4 additional key-fob transmitters, for a total of 6 transmitters, NOTE: programming of 4 additional remotes is at customer's expense. Programming remotes is not a warranty expense.	INC
5J3	CALIBRATION, SURVEILLANCE MODE FOR EXTERIOR AND INTERIOR LIGHTING OFF	INC
W2D	LPO, CARGO NET	\$75.00

Please note selected options override standard equipment

SUBTOTAL	\$33,825.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$995.00
TOTAL PRICE	\$34,820.00

Est City: MPG

Est Highway: MPG

Est Highway Cruising Range: 0.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine, none
Electric drive unit, (200 hp [150 kW] 266 lb-ft of torque [360 N-m])
Electric Propulsion
Keyless start, push-button
Electronic Precision Shift, button and trigger based drive unit interface; includes One Pedal Driving button
Final drive ratio, 7.05:1
Front wheel drive
Battery, Propulsion, Lithium-ion, Rechargeable Energy Storage System
DC fast charging
Charging module, 11.5 kW high-voltage
Battery, 12-volt with rundown protection
Charge cord, Dual Level, 120-volt and 240-volt capability changeable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection
Recovery hook, front
Recovery hook, rear
Suspension, Performance Ride and Handling
Suspension, front independent
Suspension, rear, semi-independent, compound crank
Steering, power, non-variable ratio, electric
Brakes, 4-wheel antilock, 4-wheel disc
Brake, electronic parking

EXTERIOR

Wheels, 17" (43.2 cm) Silver painted aluminum
Tires, P215/50R17 all-season blackwall, Michelin Selfseal puncture-sealing
Luggage rack, side rails, roof mounted
Headlamps, LED
Headlamp control, automatic on and off
IntelliBeam, auto high-beam
Lamp, center high-mounted stop/brake (CHMSL), LED
Lamps, stop and tail, LED
Mirrors, outside heated power-adjustable, manual-folding with integrated turn signal indicators
Glass, solar absorbing
Windshield, solar absorbing
Wipers, front intermittent, variable, with washers

Wiper, rear intermittent with washer

Door handles, body-color

ENTERTAINMENT

Audio system, Chevrolet Infotainment 3 Plus System 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period.
--

Audio system feature, 6-speaker system
--

SiriusXM with 360L Equipped with SiriusXM with 360L. Enjoy a trial subscription of the All Access package for the full 360L experience, with a greater variety of SiriusXM content, a more personalized experiences and easier navigation. With the All Access package, you can also enjoy your favorites everywhere you go, with the SiriusXM app, online and at home on compatible connected devices. (IMPORTANT: The SiriusXM radio trial package is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. See the SiriusXM Customer Agreement at www.siriusxm.com for complete terms and how to cancel. All fees, content, features, and availability are subject to change.)

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)
--

Audio system feature, SD card receptacle
--

Wireless Apple CarPlay/Wireless Android Auto capability

Antenna, roof-mounted shark fin, body-color

INTERIOR

Seats, front bucket

Seat trim, Cloth

Seat adjuster, driver 6-way manual

Seat adjuster, front passenger 6-way manual

Head restraints, front, adjustable (up/down)
--

Seat, rear 60/40 split-folding

Head restraints, rear, outboard seats, articulating

Console, floor, with armrest

Power outlet, auxiliary located forward of the front storage bin
--

Floor mats, carpeted front (Deleted when LPO floor mats or floor liners are ordered.)

Floor mats, carpeted rear (Deleted when LPO floor mats or floor liners are ordered.)
--

Steering column, tilt and telescopic

Steering wheel, deluxe, flat-bottom

Steering wheel controls, mounted audio, phone and cruise control
--

Steering wheel controls, Regen on Demand, steering wheel paddle, regenerative braking

Lighting, interior, ambient instrument panel
--

Driver Information Center 8" diagonal enhanced multi-color configurable graphic display with 2 themes

and energy-use monitors
Outside temperature display, located in the infotainment display
Display, vehicle efficiency with programmable charge times
Drive mode control switch (Normal and Sport)
Charge control, programmable time of day with charging status indicator light on instrument panel
Charge control, location based, selectable GPS enabled with programmable "home" charging setting
Windows, power with driver Express-Up and Down
Window, power with front passenger Express-Up and Down
Windows, power with rear Express-Down
Door locks, power programmable with lockout protection
Lock control, liftgate, power remote lock/unlock
Keyless Open, passive unlock and lock on all doors and liftgate
Remote Keyless Entry, extended range with remote start, panic button and door lock/unlock functions
Remote vehicle starter system includes Remote Keyless Entry
Cruise control, electronic with set and resume speed
Theft-deterrent system, electrical, unauthorized entry
Theft-deterrent system, immobilizer
Remote panic alarm
Wireless Charging for devices
USB charging-only ports, one type-A and one type-C, charging only, located on rear of center console
Air conditioning, single-zone automatic climate control
Air filter, cabin
Sensor, cabin humidity
Defogger, rear-window electric
Heat ducts, rear
Glovebox, passenger-side
Mirror, inside rearview manual day/night
Visors, driver and front passenger vanity mirrors, covered, sliding
Assist handle, front passenger
Assist handles, rear outboard
Lighting, interior, dual reading
Lighting, interior, illuminated entry
Lighting, rear cargo compartment lamp
Door handles, inside, chrome
Storage, rear cargo area, intended for charging cord, covered
Storage, rear cargo, double floor
Cargo cover
Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

SAFETY

Automatic Emergency Braking
Front Pedestrian Braking
StabiliTrak, stability control system with Traction Control
Pedestrian safety signal, automated external sound generator at low speeds alerts pedestrians of vehicle presence
Daytime Running Lamps, LED with signature lighting
Airbags, driver and front passenger dual-stage frontal includes Passenger Sensing System; roof-rail side-impact and thorax side-impact seat-mounted for front and rear outboard seating positions; driver and front passenger knee (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
OnStar and Chevrolet connected services capable (Terms and limitations apply. See onstar.com or dealer for details.)
HD Rear Vision Camera
Lane Keep Assist with Lane Departure Warning
Forward Collision Alert
Following Distance Indicator
Seat belts, 3-point driver and front passenger includes pretensioners and load limiters
Seat belts, 3-point, rear outboard and center position
Restraint provisions, child, Isofix 2 point only, point/latch includes 3 top tether points
Safety belt indicator, driver
Safety belt indicator, front passenger
Rear Seat Reminder
Door locks, rear child security
Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitor System, manual learn
Tire Fill Alert

PACKAGE

Chevy Safety Assist includes (UHY) Automatic Emergency Braking, (UKJ) Front Pedestrian Braking, (UHX) Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

09/15/2021

Quote ID#16052 R3

Donald Weber
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025

Dear Donald Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.
One (1) New/Unused (2021 Ford Super Duty F-550 DRW (X5G) XL 2WD SuperCab 192" WB 84" CA with EH Wachs Proposal #KR155703), delivered to your department yard, each for

	MSRP	(1) Contract Price	Total Savings
Price	\$49,770.00	\$ 43,700.64	\$6,069.36
EH Wachs Proposal #KR155703		\$ 151,938.22	
Tax (9.375%)		\$ 18,341.14	
Tire Fee		\$ 10.50	
Total		\$ 213,990.50	

-per the attached specifications.

This vehicle(s) is available under the Sourcewell (Formerly known as NJPA) 120716-NAF.
Please reference this Contract Number on all Purchase Orders to National Auto Fleet Group.
Payment terms are Net 20 days after receipt of vehicle.
Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
National Fleet Manager
Office (855) 289-6572
Fax (831) 480-8497



Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle:

www.NAFGETA.com

Use the upfitter of your choice:

www.NAFGpartner.com

Vehicle Status:

ETA@NationalAutoFleetGroup.com

General Inquiries:

Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572



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Water Utility Products

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ehwachs.com

Quotation

Page 1 of 3

TO: **Donald Weber**
City of Menlo Park
333 Burgess
Menlo Park, CA 94025

Date: 5/4/2021
Quotation Number: KR155703
Payment Terms: Net 30 Days
Shipping Terms: FOB Origin
Valid Through: 10/31/2021
Estimated Delivery: See Below

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1 77-000-59	<p>Standard SB (Gas) – VMS (RH): Single turner valve maintenance skid to be used in conjunction with custom Knapheide Valve Service Body; includes Wachs 750 Ft/lb (1020 Nm) Extended Reach Valve operator, telescoping valve key and Wachs ruggedized HC-100 with GPS controller/datalogger. A 27 HP (20 kW) gasoline powered Kohler overhead cam air cooled engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 1,800 PSI (125 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 gpm (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. Also included in the SB are all the LX features: the service light bar with arrow board, 50' (15 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exciser and Controller/Data Logger. Battery and fuel tank are removed as these systems interface directly with the Chassis Cab.</p> <p>Available Options: TM-7 HD (up to 2,500 Ft/lb [3,390 Nm] of torque) with Hybrid control valve operator (17-405-00), Hot Water Heater (77-414-02) or already GPS enabled, however adding Trimble R2 GNSS receiver (79-412-02) provides survey grade centimeter accuracy. A unique feature of the Custom Service body is the dedicated storage tray located under the bed, between the frame rails for a Wachs 45lb hydraulic breaker (08-000-10), a variety of breaker bits are available separately.</p>	1	EA	68,000.00	2.0%	66,640.00



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Quotation

Page 2 of 3

TO: Donald Weber

Date: 5/4/2021

Quotation Number: KR155703

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
2 77-811-02	Valve Truck Service Body and Upfit - Ford, Gas. Custom Wachs Valve Service Body painted Oxford White (custom paint color available for extra charge) and Upfitting for Ford Chassis Cabs. Chassis Cab must be 84" Cab to Axle with a GVRW Rating of 19,500 lbs, included with Upfitter Switches, Reverse Camera with Prep Kit, minimum 220 amp alternator (300+ amp recommended) and drop shipped to Knapheide in Quincy, IL (drop ship code 88QNR4). Features include: Underbody Storage for TM-7 (integrated into service body deck maximizing free deck space) with Rollup Service Door (TM-7 #17-405-01 & upfitting #77-813-01 sold separately), Underbody Storage at rear for 45 lb Breaker (#08-000-10 and tools sold separately), located between frame rails. 110v Electric, 20 Amp Continuous (90 Amp Peak) Low Frequency Inverter with (2) Auxiliary Batteries & Electric Cord Reel - 50ft (cord reel included with VMS). Two Drawer Tool Box. Grip Strut Rear Bumper with Pintle Hook Recess. Class V Receiver (Rated @ 12,000 lb trailer weight & 2,400 lb tongue) and Cable Step. LED Warning Strobe Lights (front/rear), LED lighting in all cabinets and full width Cab Guard with 2 rear facing LED Work Lights & Grab Handle. Key/Shovel Storage Box (132in L x 10in H x 20in D) above full height cabinets with Reinforced and Covered front (32"). Retractable Steps (2x 24in & 2x 12in) with Stainless Steel Kick Plates to protect the painted cabinets. Extended Cargo Floor to Edge of Body Curb Side (vertical compartments deleted above floor level), all Spray Lined. 30" walk up between skid and cab guard with 6" removable side board for storage and service. Rear Spray Booth with storage for Paint Cans & Wire Brush. Installation includes Wachs Valve Maintenance Skid (including fuel and power taps) & OEM Backup Camera installed behind bumper for protection (camera kit must be ordered with the chassis cab).	1	EA	39,500.00	2.0%	38,710.00
3 17-405-01	TM-7 HD Plus (only for SB installs) Automated Valve Operator, Exercisor and Rehabiliator with Bluetooth Kit for VMS systems, featuring Wachs industry leading automation. Heavy Duty 2,500 ft. lb. torque system with dual hybrid control functionality. Operate either fully automatic with Controller/Datalogger (part #79-422-01/02/05/06 not included), or manually through direction control toggle, digital revolution counter and torque output gauge (no Controller/Datalogger required). Kit includes TM-7 HD Plus, bluetooth adapter, 8' valve key and interface plumbing.	1	EA	18,550.00	2.0%	18,179.00
4 77-813-01	TM-7 Upfit into Valve Service Body - Includes installation, hydraulic plumbing and electrical termination.	1	EA	1,495.00	2.0%	1,465.10
5 08-000-04	WTP4800 Trash Pump is a light weight, heavy duty machine capable of pumping high volumes of water, sand slurries, gravel, sludge, and solids up to 3 in. /75 mm in diameter. Features a "free flow" impeller with a direct drive hydraulic motor for continuous use. Submersible and self-priming, can run dry without damage to the motor, bearings or impeller. Abrasion-resistant impeller and volute with replaceable wear plates. Includes operating manual.	1	EA	3,925.00	2.0%	3,846.50
6 08-400-04	Hose, Discharge 4" for WTP4800 25'x 4" Diameter Vinyl Coated Discharge Hose with Aluminum Female Camlock Coupler	1	EA	285.00	2.0%	279.30



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Quotation

Page 3 of 3

TO: Donald Weber

Date: 5/4/2021
Quotation Number: KR155703

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
7	08-000-03 WDP3500 Dewatering Pump is light weight, compact unit capable of discharging water quickly and quietly. Centrifugal-type pump features a direct drive hydraulic motor for continuous use. The contaminant-tolerant gear motor is designed for continuous high-speed operation. Direct drive impeller with no spindle bearings that require periodic lubrication or replacement. Cast stainless steel, semi-closed impeller resists corrosion and sealed drive shaft. Includes operation manual.	1	EA	3,249.00	2.0%	3,184.02
8	08-400-03 Hose, Discharge 3" for WDP3500 25'x 3" Diameter Vinyl Coated Discharge Hose with Aluminum Female Camlock Coupler	1	EA	215.00	2.0%	210.70
9	29-000-16 416 Diamond Wire Hydraulic Guillotine Package for 4"-16" pipe (18.2" maximum outside diameter). Includes (1) Cutting Wire, Storage Carrier & Water Delivery System. This is the new form factor with collapsable arms, high pressure motor seal and advanced tensioning system for consistant wire performance.	1	EA	12,995.00	2.0%	12,735.10
	Note: First units of this new revision are expected to begin shipping the week of June 5th.					
10	29-616-00 416 High Density Diamond Wire, pretwisted loop assembly with swivel crimp utilizing 46 beads per meter. This wire is for use with the new 416 DW Guillotine with collapsible frame housing.	1	EA	575.00	2.0%	563.50
11	DELIVERY Pool Delivery Rate (Per Mile) with a minimum of 300 miles. Rate calculated is from Taylor, MO to final destination.	2070.00	MILE	2.50		5,175.00
Subtotal						150,988.22
Motor Freight						950.00
Total (USD)						\$151,938.22

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service. If you have any questions please feel free to call Matt Goodwin at 209-534-1671 or call me at 815-943-4785 x2773.

(SALES TAX!!!!) We collect sales tax in all but the following states: AK, DE, MT, OR and NH. If you are tax exempt please supply your identification number and certificate with your order. If your exempt number is not on file, tax will be added to your invoice.

Please reference this quote number when placing your order. Thank You.

Ken Redding
Utility Technical Sales Rep
815-943-4785 x2773
kredding@ehwachs.com

Sales of E.H. Wachs products and services are expressly limited to and made conditional on acceptance of its current Terms and Conditions of Sale, found at www.ehwachs.com ("Terms"). Any additional or different terms are hereby rejected. Commencement of work by E.H. Wachs or acceptance of delivery of products by you constitutes your acceptance of the Terms.

Vehicle Configuration Options

ENGINE	
Code	Description
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)
TRANSMISSION	
Code	Description
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)
TIRES	
Code	Description
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)
PRIMARY PAINT	
Code	Description
Z1	OXFORD WHITE
PAINT SCHEME	
Code	Description
	STANDARD PAINT
SEAT TYPE	
Code	Description
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar
AXLE RATIO	
Code	Description
X8L	LIMITED SLIP W/4.88 AXLE RATIO
ADDITIONAL EQUIPMENT	
Code	Description
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping/Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only

68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14, 706. Note: See Order Guide Supplemental Reference for further details on GVWR
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack
18B	PLATFORM RUNNING BOARDS
942	DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable
59H	CENTER HIGH-MOUNTED STOP LAMP (CHMSL)
91S	AMBER LED WARNING STROBES (PRE-INSTALLED), -inc: center high-mounted stop light bar and 2 hood mounted lights
61J	6-TON HYDRAULIC JACK
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)
OPTION PACKAGE	
Code	Description
660A	ORDER CODE 660A

2021 Fleet/Non-Retail Ford Super Duty F-550 DRW XL 2WD SuperCab 192" WB 84" CA

WINDOW STICKER

2021 Ford Super Duty F-550 DRW XL 2WD SuperCab 192" WB 84" CA

CODE	MODEL	MSRP
X5G	2021 Ford Super Duty F-550 DRW XL 2WD SuperCab 192" WB 84" CA	\$43,355.00
OPTIONS		
99N	ENGINE: 7.3L 2V DEVCT NA PFI V8 GAS, (STD)	\$0.00
44G	TRANSMISSION: TORQSHIFT 10-SPEED AUTOMATIC, -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery (STD)	\$0.00
TGJ	TIRES: 225/70RX19.5G BSW A/P, (STD)	\$0.00
Z1	OXFORD WHITE	\$0.00
—	STANDARD PAINT	\$0.00
AS	MEDIUM EARTH GRAY, HD VINYL 40/20/40 SPLIT BENCH SEAT, -inc: center armrest, cupholder and driver's side manual lumbar	\$0.00
X8L	LIMITED SLIP W/4.88 AXLE RATIO	\$360.00
90L	POWER EQUIPMENT GROUP, -inc: Deletes passenger side lock cylinder, upgraded door-trim panel, Accessory Delay, Advanced Security Pack, SecuriLock Passive Anti-Theft System (PATS) and inclination/intrusion sensors, MyKey, owner controls feature, Power Locks, Manual Telescoping/Folding Trailer Tow Mirrors, power/heated glass and heated convex spotter mirror, Remote Keyless Entry, Power Front & Rear Side Windows, 1-touch up/down driver/passenger window	\$865.00
52B	TRAILER BRAKE CONTROLLER, -inc: smart trailer tow connector, Verified to be compatible w/electronic actuated drum brakes only	\$270.00
68M	GVWR: 19,500 LB PAYLOAD PLUS UPGRADE PACKAGE, -inc: upgraded frame, rear-axle and low deflection/high capacity springs, Increases max RGAWR to 14,706, Note: See Order Guide Supplemental Reference for further details on GVWR	\$1,155.00
512	SPARE TIRE, WHEEL & JACK, -inc: Excludes carrier, 6-Ton Hydraulic Jack	\$350.00
18B	PLATFORM RUNNING BOARDS	\$445.00
942	DAYTIME RUNNING LAMPS (DRL), -inc: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable	\$45.00
59H	CENTER HIGH-MOUNTED STOP LAMP (CHMSL)	\$0.00
91S	AMBER LED WARNING STROBES (PRE-INSTALLED), -inc: center high-mounted stop light bar and 2 hood mounted lights	\$675.00
61J	6-TON HYDRAULIC JACK	INC
872	REAR VIEW CAMERA & PREP KIT, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00
76C	EXTERIOR BACKUP ALARM (PRE-INSTALLED)	\$140.00
660A	ORDER CODE 660A	\$0.00

Please note selected options override standard equipment

SUBTOTAL	\$48,075.00
Advert/ Adjustments	\$0.00
Manufacturer Destination Charge	\$1,695.00
TOTAL PRICE	\$49,770.00

Est City: MPG
Est Highway: MPG
Est Highway Cruising Range: 0.00 mi

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Standard Equipment

MECHANICAL

Engine: 7.3L 2V DEVCT NA PFI V8 Gas
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle and selectable drive modes: normal, tow/haul, eco, deep sand/snow and slippery
4.88 Axle Ratio
GVWR: 18,000 lbs Payload Package
50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 240 Amp Alternator
Towing Equipment -inc: Trailer Sway Control
Trailer Wiring Harness
10860# Maximum Payload
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Front Suspension w/Coil Springs
Leaf Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs and Brake Assist
Upfitter Switches

EXTERIOR

Wheels: 19.5" x 6" Argent Painted Steel -inc: Hub covers/center ornaments not included
Tires: 225/70Rx19.5G BSW A/P
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascla Accent and 2 Tow Hooks
Black Fender Flares
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Manual Side Mirrors w/Manual Folding
Manual Extendable Trailer Style Mirrors
Fixed Rear Window

Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Front Splash Guards
Black Grille
Reverse Opening Rear Doors
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Cab Clearance Lights

ENTERTAINMENT

Radio: AM/FM Stereo w/MP3 Player -inc: 6 speakers
Radio w/Seek-Scan and Clock
Fixed Antenna
SYNC Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 4.2" LCD center stack screen, AppLink, 1 smart-charging USB-C port and steering wheel audio controls
2 LCD Monitors In The Front

INTERIOR

4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
60-40 Folding Split-Bench Front Facing Fold-Up Cushion Rear Seat
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
Fixed Rear Windows
FordPass Connect 4G Mobile Hotspot Internet Access
Rear Cupholder
Manual Air Conditioning
HVAC -inc: Underseat Ducts
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
3 12V DC Power Outlets
Full Overhead Console w/Storage and 3 12V DC Power Outlets

Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Underhood Lights
Smart Device Remote Engine Start
Instrument Panel Covered Bin and Dashboard Storage
Manual 1st Row Windows
Systems Monitor
Trip Computer
Outside Temp Gauge
Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints and Manual Adjustable Rear Head Restraints
Air Filtration

SAFETY

Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters
Safety Canopy System Curtain 1st And 2nd Row Airbags

**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount of \$400 multiplied by the total number of trucks purchased by Participating Entities from Vendor under this Contract, and \$200 multiplied by the number of trucks purchased by Participating Entities from Vendor's partner dealer Alan Jay Automotive in Florida, during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 8/3/2020 | 5:08 PM CDT

72 Hour LLC dba: National Auto Fleet Group
DocuSigned by:
By: Jesse Cooper
FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
Date: 8/3/2020 | 2:06 PM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/3/2020 | 5:13 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: 72 HOUR LLC
Does your company conduct business under any other name? If yes, please state: National Auto Fleet Group
Address: 490 Auto Center Drive
Watsonville, CA 95076
Contact: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Phone: 951-440-0585
Fax: 831-840-8497
HST#: 263297677

Submission Details

Created On: Friday April 17, 2020 10:02:43
Submitted On: Tuesday June 09, 2020 00:25:02
Submitted By: Jesse Cooper
Email: Jcooper@nationalautofleetgroup.com
Transaction #: 42f514a4-eaaa-46d1-a264-1de559e88b95
Submitter's IP Address: 76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	72 Hour LLC, DBA: National Auto Fleet Group
2	Proposer Address:	490 Auto Center Drive Watsonville CA, 95076
3	Proposer website address:	www.NationalAutoFleetGroup.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper 1-855-289-6572 Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Clarkecooper@wondries.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>NAFG, was originally established in 1987 when we went by Wondries Fleet Group located in Southern California. Starting with a single automobile dealership, my father Clarke Cooper has grown our network to over 35 dealerships both in and outside of California. We have always hired and promoted from within our organization to help promote our culture. Most of our Fleet Division Managers who started with us back in 1987 are still with us today.</p> <p>We have evolved over the decades to adapt to the improving industry technology to the advancement of once gas-powered vehicles to now fuel cell powered. Even in today's fast changing marketplace, our core values have never changed. Our core values are: Always do what's right for the customer, you take care of them and they will take care of you.</p> <p>Our Business philosophy has always been the 4 RIGHT'S to every client: Deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place and the RIGHT price.</p> <p>Our longevity can best be displayed with a few statements. We are and have always been family owned and operated. We have deep family roots in the automobile business with future generations in the infant stages today. We plan on leading our industry for decades to come.</p>

8	What are your company's expectations in the event of an award?	If awarded another Sourcwell Contract, this would be our 4th and like our prior 3 contracts we will grow yet again by compounding our knowledge and customer service experience we have gained from serving members from across our great nation yet again to new heights. We want to grow our divisions with more staff and particularly grow our Partner Program which is detailed in the Zip file in the additional Documents upload. Our Partner program allows members to suggest and even recommend there local upfitters to NAFG to partner on any turn key quote. We see a tremendous value in giving the ability to the member to supply the upfitter of there choice to NAFG in order to provide a 100% turn key solution.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>We have uploaded the following under the section: Financial Strength: Bank commitment letters that we have been utilizing with our current Sourcwell Contracts which extend a direct line of credit up to \$ 43,000,000 and more if needed to serve member needs.</p> <p>Market Success with copies of recent current contracts of over \$ 140,000,000 worth of products and goods from a direct result of our current Sourcwell Contracts which are:</p> <ol style="list-style-type: none"> 1. City of San Diego, CA \$ 72,000,000 contract under our Sourcwell Contract 120716-NAF. 2. City of San Diego, CA \$ 55,400,000 contract under our Sourcwell Contract 081716-NAF. 3. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcwell Contract 120716-NAF. 4. City of Los Angeles World Airports, CA Contract for \$ 24,003,500 under Sourcwell Contract 120716-NAF for the procurement of 400 vehicles. 5. City of Los Angeles Harbor, CA Contract Extension to \$ 4,500,000 contract under Sourcwell Contract 120716-NAF. 6. City of Los Angeles Harbor, CA Contract for \$ 1,500,000 under our Sourcwell Contract 120716-NAF. 7. City of Los Angeles Harbor, CA Renewal for another \$ 1,500,000 under Sourcwell Contract Class 6, 7 and 8 Contract 081716-NAF. 8. City of Costa Mesa, CA Contract for \$ 1,023,220 under our Sourcwell Contract 120716-NAF. 9. Blanket Contract with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. 10. Blanket Contract with the State of Maryland, MD off our Current Sourcwell Contract 120716-NAF. <p>Commitment Letter's for 5 years' worth of continued unwarily support from large national upfit suppliers such as The Knapheide Manufacturing Company with it's distributor base nation wide down to regional support from Phenix Truck Body in Southern CA as an example. All of which currently help support our current members clients with current and past orders they have had with NAFG.</p> <p>We have Member Recommendations attached showing not only does NAFG practice with we preach, but Member's can stand behind NAFG as well.</p> <p>We have Upfitter Recommendations as well to show not only NAFG is a good partner for members but also a good partner to partner with. Not only does taking care of the member just involve the dealer, it also must and will always include the upfitter along with the entire supply chain. All of which goes towards serving the members.</p> <p>We have provided documentation of the State of Maryland adopting our current Class 6, 7 and 8 contract demonstrating our ability to go after and show States there's a better way of doing business.</p> <p>Lastly, we have shown our Growth we have had with Sourcwell from 2012 when we were first awarded. We hope this only shows the trajectory of where we are expecting to take our future expectations.</p>	*
10	What is your US market share for the solutions that you are proposing?	Our US Market Share for the products and Model's we are offering is roughly 70-80% as the 11 manufacturers represent. NAFG market share is roughly estimated 2% of Government Fleet Sales.	*
11	What is your Canadian market share for the solutions that you are proposing?	NAFG current Canadian market share is zero, however plans are in place to aggressively go after the Canadian market.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>NAFG is best described as "A" a Distributer/Dealer/Reseller/Dealer Partner for the 11 Manufacturers contained in our response: Ford Motor Company, RAM, Chevrolet, Hino, Isuzu, International, Volvo, Freightliner, Western Star, Mack, Kenworth and Peterbilt. All orders are placed with franchised dealerships and ultimately titled to the member. All our appropriate certificates can be viewed in the "Related Certification" section for either our dealerships direct or our partner dealers you will find all appropriate certificates. We do not sell used equipment to the members. As well you will find NAFG has named our dealer partners as additional insured under our policy.</p>	*
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>A Dealer License and Franchise agreement issued by the Manufacture, Department of Motor Vehicles License along with a Reseller's permit are the most pertinent licenses to hold. In the attachment in section "Related Certification" you will find the following either as a solely owned entity or by our partner dealer we jointly hold:</p> <p>IRS Approved FET Number CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Does not apply.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	The most prodigious award NAFG has received in the past 5 years would be: Top Placement in Ford Motor Company as a leading dealership in Government Sales followed by our high ranking recognition from General Motors for our Chevrolet brand. Both NAFG has received 4 of the past 5 years.
17	What percentage of your sales are to the governmental sector in the past three years	As an organization most of our sales are focused on retail, however in our division in Fleet, we have sold to about 90% Government accounts.
18	What percentage of your sales are to the education sector in the past three years	As a percentage of our sales in the Government, about 20% would be considered to Universities and Unified School Districts.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year during the past three years. Second, our Sourcwell Contract's 091219, 081716 and 120716 which over the past three years has sold a volume of \$ 390,030,176.99 of Combined Quarterly Sales.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAFG focus is on our Sourcwell Contracts we do not hold any other besides the State of California.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles, CA	Mr. Dave Comer	310-732-3794
County of Venture, CA	Mr. Jorge Bonilla	805-672-2044
City of Austin, TX	Mr. Matt Sager	512-978-2637

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at a time	Over 1M
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 100 Trucks	Over 3M
Port of Los Angeles	Government	California - CA	Purchaser	Over 75 Trucks	Over 2M
City of San Diego	Government	California - CA	Purchaser	Over 400 Trucks	Over 10M
Ann Arundel County	Government	Maryland - MD	Purchaser	Over 20 Trucks	Over 1M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	We have a Direct and Indirect sales force. Our direct sales force are our employees and partner dealers. Combined our estimated employee count exceeds 100 personals dedicated to supporting our dealerships and NAFG Fleet Division. Our indirect sales force which would be our partner suppliers and upfitters would be well above 100. With both direct and indirect sales force staff NAFG has been proven to maintain and service the current demand of the members. As the number of members grow that we can help, the more staff we would eagerly employee to help meet demand.
24	Dealer network or other distribution methods.	Our franchise network which cover's our proposed 11 manufacturers are second to none. With industry forefront of the combined experience of manufactures like The Ford Motor Company, General Motors, Freightliner, MACK, Peterbilt and Kenworth to name a few have established a national presence were all members can receive service and warranty repairs on there respective products. The distribution of an Automobile or Cab Chassis has always been an ongoing challenge for all manufactures new and old. However we in America have the best Automobile Supply Chain Network in the world and as a franchised dealer of brands, we too get take full advantage of the network to ship and supply our member clients nationwide.
25	Service force.	With over thousands of service locations representing our 11 manufacturers a member client can find with ease a service station or warranty repair facility near by. Of course Alaska and Hawaii do have a larger distance between franchises a member would utilize for warranty repair or service.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>To best illustrate our Customer Service programs, I ask that you use as a reference our ZIP file under Additional Documents and within in a ZIP file named "Member Walk Through". Start with and view in order which I will explain in order here:</p> <p>How A Member Can Get Quotes Online Demo: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member's can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV's Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory order-able options, taking the guess work out for the member. Once a member selects a desired build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of \$ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra's to there order like extra keys' service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built.</p> <p>How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members.</p> <p>Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format.</p> <p>ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage "Track your order" where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in.</p> <p>Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send the member a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and to ensure all Specification's are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly.</p> <p>Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk the member through the process step by step to ensure the member knows the upcoming factory order cut off date, we even print this information (if known at the time) right on the cover page of there quotes.</p> <p>Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of \$ 35,730.00, A Sourcewell Price of \$ 27,331.68, Total Saving of \$ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in this example.</p>
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have provided a list of our top 1,000 member/clients demonstrating our ability to service all members nationwide. Located in the Marketing Place ZIP file as "NAFG Top 1,000 Member Clients" PDF.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our ability and know how to carry our business model into Canada has never been as strong as it is today, we believe a simple US Dollar to Canadian exchange rate coupled with our pricing structure will allow NAFG to finally be in a position to serve members in Canada by partnering with Canadian based dealer groups.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	NAFG will service 100 % of the United States of America and attempt to build the same model to service all of Canada. We do not know yet what regions we will encounter difficulty and how long the solution will take, but we will strive to service all of Canada.

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will service all Sourcewell Members through our 24 hours a day 365-year website except Non Profits. Non-Profits would be subject to a different pricing program and would need to be handled on a case by case basis. Non-Profits mostly do not qualify for the discount governments qualify for.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only requirement for members in Alaska, Hawaii and US Territories would be logistical shipping constraints the region would hold. For example, we currently provide members in Alaska chassis cabs with upfits and the member allows us to add the extra shipping cost, port cost and driver cost to load and unload there vehicles from port to port. This would be required if needed to be added to any quote in these regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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32	<p>Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.</p>	<p>In addition to the Sample Marketing Flyers and Marketing Department Charts uploaded in the link "Marketing Plan/Samples"</p> <p>National Auto Fleet Group facilities a variety of marketing strategies to promote our products and services to reach out to government entities.</p> <p>Our company encompasses mainly outbound marketing strategies to promote the Sourewell Government Vehicle Contract.</p> <p>Email Marketing: Part of our outbound strategy includes paid online marketing techniques such as the use of email campaign blasts. This process includes creation of multiple campaign flyers used to convey key messages to our targeted audience. Flyer messages consist of the types of vehicle contracts, brands sold, special discounts offered to first time buyers, holiday themed flyers, vehicles offered, new website features and many more. This method encourages potential customers to our website to explore our products and services. Campaigner email marketing service acts not only to send out emails but as a CRM database system to monitor, send and track effectiveness of emails. Our marketing team works continuously to gather emails from government entities though out the United States to compile a database of clientele.</p> <p>Event Marketing: This strategy has proven to be a successful avenue to generate leads and create lasting relationships. National Auto Fleet Group attends several trades shows per year to engage customers in person along with upsell opportunities. Meeting prospects face-to-face forms a lasting impression not available through other methods of selling. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, CASBO throughout the United States.</p> <p>Relationship Marketing: This is utilized once a client is directed though our website though online methods. Once a potential client registers and becomes a member on our website, our sales team will personally reach out via phone or email to provide further assistance. The role of the sales team is to continue to support and empower clients and educate them on products and services offered. The team will go the extra mile for subscribers, prospects, and customers even after a sales transaction is completed.</p> <p>Our sales team has worked tirelessly to focus on providing outstanding customer support to create powerful rapport with our clients. By going above and beyond, we have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence to our clients. Their constant goal is to regularly assist clients and address any needs during the entire sales process. Striving to focus on solution selling vs. product selling develops into a mutually beneficial agreement for customers and the business.</p> <p>Referral/Word of mouth: This strategy ties into our outstanding relationship marketing to clients. The positive quality of service experienced by customers has led to an increased number of sales through referrals. Our goal is to provide exemplary customer service throughout entire selling process to encourage repeat business and referrals.</p> <p>Coming late summer of 2020, National Auto Fleet Group will be launching a NAFG Partner Website to increase the growth of our business. The website www.nafgpartner.com is expected to launch late summer/early fall of 2020. The site encourages body upfitting companies throughout the United States to partner up with us to become a preferred member. The benefits of becoming a preferred member is to have their business advertised on our site as well as referring any clients with upfitting needs to a local body company within their general vicinity. Our buyers from government agencies are encouraged to go on the site as well and look for local body upfitting companies they are interested in working with. To join our network, they are required to advertise NAFG and the Sourewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This creates a relationship that will generate increased sales from both the sides. We are still currently building the website and searching for body companies across the states that would be interested in partnering up with NAFG.</p> <p>Direct Marketing: Prior to the Covid-19 outbreak, our company was promoting direct marketing strategies by contacting local businesses and setting up in person meetings with our dedicated public relations representative. The role of our dedicated representative included in person meetings to discuss our products and services, present website features and to drop off sales contact information for further questions.</p>
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<p>33</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>Social media is a critical part in the way people communicate and connect with each other. LinkedIn offers a variety of ways to expand our network by finding and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to reach out to current and potential members through personalized messages. Personalized messages include thanking them for registering on site as well as directing them to our link to the website, LinkedIn, and Facebook company pages. The goal is to find and connect with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate more business. Time is also spent on reading posts from connections to observe any needs that National Auto Fleet Group may assist with. The marketing team also spends time researching government entities and prospects through their websites. In addition to looking for new clients, the marketing team will take time to sign up for e-newsletters from cities, counties, school districts and colleges. This will ensure that NAFG will understand needs of government entities and will utilize this information for future campaigns. Example: City of New York posted that they plan to replace current fleet with an all-electric fleet within the next 20 years. Email campaigns focusing on types of electrical vehicles provided by National Auto Fleet Group was sent. NAFG has recently introduced newly built live chat feature on our website. Visitors are prompt to chat with a live sales representative 24 hours a day, 7 days a week. This will ensure that clients that are interested have another avenue of reaching out in addition to emailing or telephone. Benefits of Live chat option include quicker response time to assist buyers for purchasing needs. Our live chat feature not only encourages sales but the value of the sale as well. Live chat benefits from understanding the immediate needs of the buyer and buyers can receive an immediate response not only from questions but recommendations for their needs. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Email is a big part of our lives and every government agency employee has an email address. Campaigner.com is the platform used for our email marketing. The goal of email marketing is to reach our target audience and personalizing email flyers with a responsive design. Videos and images are used and can be viewed from on a computer or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows us to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness.</p>	<p>*</p>
<p>34</p>	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the purchasing and procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts. Products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors. Clients recognize the Sourcewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to bid. Sourcewell has done for bidding for the government entities which simplifies the purchasing process. This process not only saves money but valuable time as well. Once a client receives a vehicle quote from our sales department, the role of the client is to submit a purchase order when ready. Sourcewell has provided NAFG overwhelming opportunities to work with government agencies across the United States. The Sourcewell well name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. The Sourcewell contract can be also be customized to meet the needs of the client. The sales team has incorporated not only this standard of integrity in their sales practice by ensuring clients we will always assist them with all their vehicle purchasing needs. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments throughout the company.</p>	<p>*</p>
<p>35</p>	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, a sales representative can be reached through phone, email or on the new live chat feature on the website. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat, or phone. If support is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures having an available representative to answer any questions if needed and to empower the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.</p>	<p>*</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NAFG extends any and all Service Training Programs provided by the Manufacturer. Many of the programs offered are quoted individually by the manufacture based on class size and region of the country. NAFG will pass these quotes onto the member at dealer cost.
37	Describe any technological advances that your proposed products or services offer.	Accomplishments by the Manufacturers like Ford Motor Company, General Motor's and MACK Truck serve the member automatically by having these models available through our proposal. As well as our inclusion of Motive Power Systems in our proposal. Motive Power Systems provides the member the ability to electrify their vehicle. We attached product information and pricing in the "Upfits Available" ZIP file in them "All 11 Manufacturer" ZIP file under additional documents.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	NAFG has Partnered with 400 Mayors Nationwide to create a US Mayor EV Drive Climate Initiative called the Climate Mayor Purchasing Collaborative www.Driveevfleet.org to help spread the benefit of members going 100% green. We have 100% Pure Electric vehicles to offer such as the Chevrolet Bolt and Ford Fusion, which are all technology predecessors to the All New Ford Electric F-150. We are certain over the next few years, Ford and many other manufacturers will be making available 100% pure electric cab chassis for members to select from.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Within the same Motive Power PDF's located in the "Upfits Available" Zip File, you will find Motive's System's CARB Certification's (California Air Resource Board) for two engines offering along with there Ford Qualified Vehicle Modifier Certificate. All which help energy conversation and efficiencies.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG has provided as an attachment "Upfits Available" our partnership letter with Diversified Leasing. Diversified Leasing is a DVBE/SBE Company that has been in business since 2014. As a Disabled Veteran Business Enterprise Licensed in the Stat of California (#1792183) Diversified has offered there certification to be placed on any NAFG quote for a small admin fee which is fully displayed on there partnership letter attached.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Dedication, Hard Work not to be confused with efforts but with results. NAFG has built its division solely for the purpose of serving the members experience from our 24-hour member website or website improvements and capabilities to thinking outside the box to help a member find a solution.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	We have attached all Warranty information provided by all 11 manufacturers offered in our proposal as an added attachment.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each manufacturer have there own usage restrictions that a member should be aware of. Such as improper use of a chassis may not allow it to be covered under warranty. For example, a F-250 being used for a police rated pursuit vehicle would void certain warranties. We encourage for each member to contact us for there particular warranty coverage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, in some cases of a breakdown, manufacturers would tow a member vehicle to there nearest warranty repair facility.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Each manufacture is different, and we encourage prior to purchasing a product to call in and ask about your specific region and how it's covered.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are passed on to the original equipment manufacturer.	*
47	What are your proposed exchange and return programs and policies?	We offer no exchange, return programs or policies. Once an order has passed a certain point with the factory and NAFG can not cancel the order after trying to cancel with the manufacturer, then the order is non-cancellable.	*
48	Describe any service contract options for the items included in your proposal.	We offer any and all manufacturer service contracts to all members. There are several parameters which a customized service contract can be created. NAFG will treat each of these as an added factory option and follow the same discount schedule in the price file.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms are Net 20, with a 10-day grace period.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	NAFG has partnered with National Cooperative Leasing to offer Sourcewell Contract Lease Terms to all NAFG Quotes for all Sourcewell Members. We have attached a PDF called "NCL Sample Lease" in the Zip File Called "member Walk Through"	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	NAFG is structured in a manner where it can monitor most transactions preformed through our Sourcewell Contracts. NAFG has made the tracking of all orders a reasonably organized method to allow fast accurate quarterly reporting.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, up to \$ 2,500 per vehicle, any amount higher than \$ 2,500 would carry a P-card/ Credit Card transaction fee which will be passed onto the member.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAFG is offering Line Item Discounts Off MSRP for 11 manufacturers detailed in the Price File, NAFG is offering all Upfits to be added to any and all chassis cabs and trucks, details are on the Price Summary Page in the price file.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG Discount Range per Manufacturer is as follows: Ford Motor Company from 2.75% to 18.86% RAM FCA Company from 6.18% to 13.95% Chevrolet from 5.73% to 21.39% HINO from 14.36% to 19.24% ISUZU from 9.98% to 15.57% International from 2.01% to 39.33% Volvo from 23.79% to 24.19% Freightliner/ Western Star from 34.17% to 42.90% MACK from 16.97% to 31.95% Kenworth from 28.11 to 39.31% Peterbilt from 21.09% to 42.66% Upfits can be added at dealer invoice up to 10%, detailed in the price file.
55	Describe any quantity or volume discounts or rebate programs that you offer.	We encourage any and all members to contact us if considering ordering 50 or more units for an additional discount quote.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Open Market products or Sourced Goods will be treated as any upfit and may be quoted up to a 10% mark-up if applicable.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have been taken into account in the price file in its entirety. Price Summary Page and Price Tabs contain all costs associated with all quotes. If a member would like a quote for a particular situation and the item requires special training or installation, these charges would be added as part of the upfit and included in the members quote.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufacturers charge a standardized "Factory Destination Charge" which is displayed on all window stickers and on all trucks on a dealer's lot. This is not the destination charge that maybe charged to ship a chassis to and from an installer, these additional subsequent movements are all added freight charges and will displayed on the members quote.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to these regions carry a specific logistical barrier which carry added cost such as ferry, port and driver cost both to and from the mainland. These added costs will be disclosed and added to any quote for the member to review.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAFG will utilize the power and expertise of the already established Automobile Franchise Distribution Network to have members vehicles delivered promptly there destination.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We would never offer any other organization what we offer Sourcewell in volume pricing and offerings.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We have created a member friendly easy to build online quoting system for members to use. Pricing is built directly into the website and is loaded daily by the manufacture MSRP information. Our system will provide an accurate quote 99.99% of the time. We have stream lined how our admin fee is processed to allow a quick 15-30 day turn around on quarterly reports.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Our Admin Fee has been streamlined to allow for growth to occur with maintaining a high level of accuracy and reporting. Our proposed admin fee would follow these guidelines: F-450, F-550, F600 and like models = \$ 400 flat F-650 and above = \$ 700 flat Partner Deals (NAFG Partners with another dealer) = \$ 150 flat All other models F-250 and below = \$ 325 flat

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG is providing: 11 Manufacturers totaling above 1,284 makes, models and trims ranging from Class 3 to Class 8 Cab an Chassis and trucks. With available Upfits to be added ranging from tool boxes to Line Mechanics Bodies. Any and all upfits can be added to our chassis cabs either by our upfit partner supplier or by a members upfit supplier working with NAFG to provide a Turn Key Quote.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAFG Lists all makes, models and trims in each ZIP file under ZIP File "All 11 Manufacturers" representing a combined over 1,284 makes, models and trim combinations for members to choose from along with a subtitle "Upfits" detailed in the price file.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models
70	Class 4 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	11 Manufacturers totaling above 1,284 makes and models

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded NAFG will keep track of the number of client quotes it processes which will be done via our website and easy to oversee and base this data month after month to see if our interest is growing at the expected rate we would expect.
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Our manufacturers products are always striving to bring to market the latest green vehicles to accommodate the ever-increasing demand for eco friendly transportation.
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Representing 11 manufacturers in our response, we are positive we represent the best of the best in chassis production and represent all strengths each manufacture has to offer.
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Telematics can be added to any quote for any member since each manufacturer offers some form of telematics, if not we can quote it as a separate upfit item.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
	NA	
	NA	
	NA	
	NA	
	NA	
	NA	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Market Place Success and Financial Stability.zip - Sunday June 07, 2020 21:38:16
- [Marketing Plan/Samples](#) - NAFG Marketing Plan.zip - Monday June 08, 2020 16:51:00
- [WMBE/MBE/SBE or Related Certificates](#) - Insurance and Related Certificates.zip - Monday June 08, 2020 13:38:53
- [Warranty Information](#) - Warranty Info for 11 Manufacturers.zip - Sunday June 07, 2020 19:30:07
- [Pricing](#) - NAFG Price File for RFP 060920.zip - Monday June 08, 2020 16:09:06
- [Additional Document](#) - ALL 11 MANUFACTURERS MODEL'S AND MEMBER WALK THROUGH'S.zip - Monday June 08, 2020 16:12:26

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC, DBA Naional Auto Fleet Group

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--



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9/13/2021

Quote ID# HD - 1586BR (R2)

Mr. Don Weber

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Dear Don Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (**2023 Freightliner M2106, Cummins B6.7 Engine, Allison 3500 RDS Transmission w/PTO with Western Truck Fab Quote# 73280**) and provided by Mr. Russ Gebhard with Freightliner, each for:

	Contract Price
Chassis and Option	\$ 97,436.00
Western Truck Fab Quote	\$ 39,368.00
Tax (9.375%)	\$ 12,825.38
Total	\$ 149,629.38

Included in price above:

1. HD1 MD DTY 6 yrs/150,000 mi/241,500 km
2. AT3 MD DTY 6 yrs/150,000 mi/241,500 km

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

HD@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497





Western Truck Fabrication, Inc.

1923 West Winton Avenue
Hayward, CA 94545

Phone: 510-785-9994

Fax: 510-785-9986

www.westerntruckfab.com

Quotation

Date 3/19/2021

Quote # 73280

WTF Rep NKR

Customer Name / Address

GOLDEN GATE TRUCK CENTER
8200 BALDWIN ST
OAKLAND, CA 94621

End User's Name

City of Menlo Park

End User's Phone

650-330-6790

Contact Phone

Vehicle Year 2022 FREGHTLI...

Make / Model VERIFY

W.B.

C.A. 84"

Dealer Contact

Russ

Fuel Type

Diesel

Part #	Qty	Description	Tax
CRY-SEL10	1	FURNISH AND INSTALL WTFAB SEMI ELLIPTICAL 5-6 YARD DUMP BODY TO INCLUDE 10'-0" LONG, 84" I.D. WIDTH, 96" O.D. WIDTH, 26" SIDE HEIGHT, 32" TAIL GATE HEIGHT 7 GAUGE 50K HI STRENGTH SIDES 1/4" 50K FLOOR HI STRENGTH STEEL FLOOR 9" TUBULAR LONGBEAMS, WESTERN STYLE UNDERSTRUCTURE (NO CROSSMEMBERS) FULL DEPTH REAR CORNER POSTS 7 GA 50K HI STRENGTH STEEL TAIL GATE, FULL PERIMETER BOXED CONSTRUCTION AIR OPERATED TAILGATE RELEASE ***3 DITCH GATES (2) D/S & (1) P/S OPERATIONAL HANDLES*** 10 GA HALF CAB SHIELD CRYSTEEL 655-DM 19 TON CAPACITY HOIST HOT SHIFT PTO WITH DIRECT MOUNT PUMP FOR AUTOMATIC TRANSMISSION OVAL LED STOP/TURN TAIL LIGHTS IN REAR CORNER POSTS, TWO OVAL LED BACK-UP LIGHTS FACTORY STOP/TURN TAIL MOUNTED BELOW BODY LED CLEARANCE LIGHTS *** (1) SHOVEL HOLDER FRONT BULK HEAD*** *** (1) BROOM HOLDER FRONT BULK HEAD*** *** PULL OUT LADDER - FRONT D/S UNDERNEATH FENDER*** PAINTED INDUSTRIAL WHITE TO MATCH CAB ***DEALER TO PROVIDE FACTORY ELECTRIC PTO SWITCH AND PROGRAMMED PER THE FOLLOWING PARAMETERS *** IN DASH PTO SWITCH, YES	

PLEASE REVIEW AND READ QUOTE CAREFULLY.
SPECIAL ORDERS ARE NON RETURNABLE AND NON REFUNDABLE.
ALL RETURNED PARTS ARE SUBJECT TO A 25% RESTOCKING FEE.
UPON ACCEPTANCE OF THIS QUOTE CIRCLE OPTIONS DESIRED, SIGN & FAX BACK TO 510.785.9986
THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE OF CREATION.

CREDIT CARD PAYMENTS OVER \$1,000 ARE SUBJECT TO A 3% PROCESSING FEE.

Accepted By: _____ Date: _____

P.O #: _____ Chassis ETA: _____

VIN #: _____

THANK YOU FOR THE OPPORTUNITY TO QUOTE THIS JOB



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Fuel Type Diesel

Part #	Qty	Description	Tax
		SET RPM1 UPON PTO ENABLE, 1000 RPMS SET MAX RPM1 UPON PTO ENABLE, 1400 RPMS SET MAX VEHICLE SPEED, 8MPH DISABLE FOOT CONTROL (GAS PEDAL, BRAKE) INTERLOCKS, YES DISABLE PARK BRAKE INTERLOCK, YES DISABLE NEUTRAL SAFETY INTERLOCK, YES DEFLATE AIRBAGS WITH PTO ON, IF APPLICABLE ENABLE STATIONARY CRUISE CONTROL, YES	
MATERIALS MISC		(1) CONE HOLDER - D/S UNDERNEATH PULL OUT LADDER (1) CONE HOLDER - MOUNTED AT FRONT BUMPER	
EC-ECC07160A	1	FURNISH & INSTALL TWO (2) ECCO MODEL 7160A AMBER BEACON STROBE LIGHT VERIFY MOUNTING LOCATION WIRED TO DASH MOUNTED SWITCH WITH ENGRAVED LABEL **** MOUNTED ON D/S & P/S DOOR MIRROR*** DEALER TO PREWIRE****	
EC-TLIA	1	(2) WHELEN TLIA AMBER ION T-SERIES SUPER LED LIGHT SURFACE MOUNT *** LOCATION FRONT GRILL*** WIRED TO DASH MOUNTED SWITCH WITH ENGRAVED LABEL	
EC-WH50A02ZAR	1	TWO WHELEN 5VA02ZAR 500 SERIES LINEAR SUPER LED HORIZONTAL AMBER STROBES, RECESSED MOUNT *** REAR BODY MOUNT / CORNER POSTS*** WIRE TO DASH MOUNTED SWITCH WITH ENGRAVED LABEL	

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Fuel Type Diesel

Part #	Qty	Description	Tax
DB-PULLTARP-E	1	PULLTARPS ELECTRIC TARP SYSTEM: STEEL SIDE ARMS *** TARP MATERIAL, SPECIFY MESH OR ASPHALT COMPATIBLE (SOLID) *** SIDE GROMMETS ON APPROXIMATE 36" CENTERS IN-CAB CONTROLS	
DB-H15PIN	1	FURNISH AND INSTALL 15-TON PINTLE HITCH MOUNTED ON 1/2" REAR PLATE WITH GUSSETS TO FRAME TWO 5/8" D-RINGS ***2" RECEIVER TBD *** *** 6 PIN ROUND*** *** 7 PIN BLADE**** ***VERIFY TRAILER PLUG TYPE*** ***HITCH HEIGHT WILL BE REQUIRED***	
DB-UB36	2	FRAME MOUNTED 36"X18"X18" UNDERBODY BOX, BLACK-DUMP MOUNT	
WEIGHT CERT	1	WEIGHT CERTIFICATION	
MATERIALS MISC	1	STEEL SURCHARGE	
MATERIALS MISC	1	PRICING IS SECURED TILL PURCHASE ORDERS ARE ISSUED NOVEMBER 2021 & CAB/CHASSIS ARRIVALS IN Q1.	

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Accepted By: _____ Date: _____

P.O #: _____ Chassis ETA: _____

VIN #: _____

**THANK YOU FOR THE
OPPORTUNITY
TO QUOTE THIS JOB**

Subtotal **\$39368.00**

Sales Tax (0.0%) **\$0.00**

Total \$39,368.00

Prepared for:
Donald Weber
MENLO PARK CITY OF
701 LAUREL ST

MENLO PARK, CA 94025
Phone: 510-502-5156



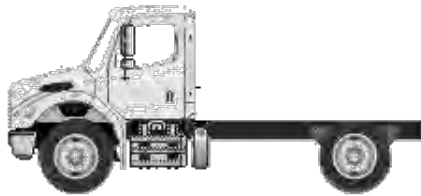
Prepared by:
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A proposal for
MENLO PARK CITY OF

Prepared by
GOLDEN GATE TRUCK CENTER
Russ Gebhard

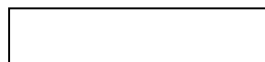
Sep 09, 2021

Freightliner M2 106
Western Truck Fab Dump Body



Components shown may not reflect all spec'd options and are not to scale

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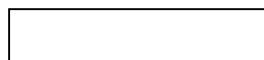
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S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
M2 PRL-26M (EFF:7/26/21)		
Data Version		
SPECPRO21 DATA RELEASE VER 014		
Vehicle Configuration		
M2 106 CONVENTIONAL CHASSIS	5,709	3,503
2023 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK		
STRAIGHT TRUCK PROVISION		
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK CONFIGURATION		
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
UTILITY/REPAIR/MAINTENANCE SERVICE		
UTILITY BUSINESS SEGMENT		
FIXED LOAD COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
MEDIUM TRUCK WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 10000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 20000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 30000.0 lbs		
Truck Service		
UTILITY BODY		

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Description	Weight Front	Weight Rear
WESTERN TRUCK FAB		
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		

Engine

CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM

Electronic Parameters

67 MPH ROAD SPEED LIMIT
 CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
 PTO MODE ENGINE RPM LIMIT - 1400 RPM
 PTO RPM WITH CRUISE SET SWITCH - 1000 RPM
 PTO RPM WITH CRUISE RESUME SWITCH - 1400 RPM
 PTO MODE CANCEL VEHICLE SPEED - 8 MPH
 PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND
 PTO MINIMUM RPM - 700
 REGEN INHIBIT SPEED THRESHOLD - 5 MPH

Engine Equipment

2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION
 2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)
 STANDARD OIL PAN
 ENGINE MOUNTED OIL CHECK AND FILL
 SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER
 DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
 (2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES
 BATTERY BOX FRAME MOUNTED
 STANDARD BATTERY JUMPERS
 SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
 WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
 NON-POLISHED BATTERY BOX COVER
 CAB AUXILIARY POWER CABLE

10

5

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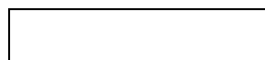


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Description	Weight Front	Weight Rear
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	10	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR AIR COMPRESSOR DISCHARGE LINE ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH STANDARD EXHAUST SYSTEM LENGTH RH STANDARD HORIZONTAL TAILPIPE 6 GALLON DIESEL EXHAUST FLUID TANK 100 PERCENT DIESEL EXHAUST FLUID FILL LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING STANDARD DIESEL EXHAUST FLUID TANK CAP AIR POWERED ON/OFF ENGINE FAN CLUTCH AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED CUMMINS SPIN ON FUEL FILTER FULL FLOW OIL FILTER 700 SQUARE INCH ALUMINUM RADIATOR ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES RADIATOR DRAIN VALVE		

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Description	Weight Front	Weight Rear
LOWER RADIATOR GUARD		
ALUMINUM FLYWHEEL HOUSING		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
--	-----	----

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV

ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

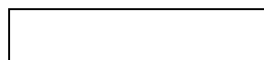
ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED

DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES

VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT END OF FRAME

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Description	Weight Front	Weight Rear
ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED CUSTOMER INSTALLED CHELSEA 280 SERIES PTO PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED TRANSMISSION PROGNOSTICS - ENABLED 2013 WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74
 DROP SINGLE FRONT AXLE
 MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT
 BRAKES, DOUBLE ANCHOR, FABRICATED
 SHOES
 NON-ASBESTOS FRONT BRAKE LINING
 CONMET CAST IRON FRONT BRAKE DRUMS
 FRONT OIL SEALS
 VENTED FRONT HUB CAPS WITH WINDOW,
 CENTER AND SIDE PLUGS - OIL
 STANDARD SPINDLE NUTS FOR ALL AXLES
 MERITOR AUTOMATIC FRONT SLACK
 ADJUSTERS
 TRW THP-60 POWER STEERING
 POWER STEERING PUMP
 2 QUART SEE THROUGH POWER STEERING
 RESERVOIR
 CURRENT AVAILABLE SYNTHETIC 75W-90
 FRONT AXLE LUBE

Front Suspension

12,000# MONO TAPERLEAF FRONT
 SUSPENSION
 MAINTENANCE FREE RUBBER BUSHINGS -
 FRONT SUSPENSION
 FRONT SHOCK ABSORBERS

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Description	Weight Front	Weight Rear
Rear Axle and Equipment		
DETROIT DA-RS-20.0-4 20,000# R-SERIES SINGLE REAR AXLE		10
6.14 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	-20	-20
MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
CONMET CAST IRON REAR BRAKE DRUMS		
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension		
21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		100
SPRING SUSPENSION - NO AXLE SPACERS		
STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
REAR SHOCK ABSORBERS - ONE AXLE		40
Brake System		
AIR BRAKE PACKAGE		
WABCO 4S/4M ABS		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		

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Description	Weight Front	Weight Rear
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
AIR DRYER MOUNTED INBOARD ON LH RAIL		
STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS		
PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		

Trailer Connections

PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5
PDI INSTALLED ELECTRIC BRAKE CONTROLLER		
UPGRADED CHASSIS MULTIPLEXING UNIT		
UPGRADED BULKHEAD MULTIPLEXING UNIT		

Wheelbase & Frame

N	3800MM (150 INCH) WHEELBASE		
	5/16X2-1/2 3X10-1/8 INCH STEEL FRAME (7.94MMX257.2MM/0.312X10.13 INCH) 50KSI	-230	60
	1275MM (50 INCH) REAR FRAME OVERHANG		
	FRAME OVERHANG RANGE: 41 INCH TO 50 INCH	20	-70
	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 84.06 in		
	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 81.06 in		
	CALC'D FRAME LENGTH - OVERALL : 238.78 in		
	CALCULATED FRAME SPACE LH SIDE : 55.11 in		
	CALCULATED FRAME SPACE RH SIDE : 112.01 in		
	CALC'D SPACE AVAILABLE FOR DECKPLATE : 78.45 in		
	SQUARE END OF FRAME		
	FRONT CLOSING CROSSMEMBER		
	STANDARD WEIGHT ENGINE CROSSMEMBER		
	STANDARD CROSSMEMBER BACK OF TRANSMISSION		
	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
	STANDARD REARMOST CROSSMEMBER		
	STANDARD SUSPENSION CROSSMEMBER		

Chassis Equipment

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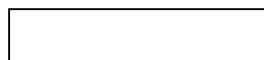
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Prepared by:
 Russ Gebhard
 GOLDEN GATE TRUCK CENTER
 8200 BALDWIN STREET
 OAKLAND, CA 94621
 Phone: 5106323535

Description	Weight Front	Weight Rear
THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
FRONT TOW HOOKS - FRAME MOUNTED	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks		
50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
RECTANGULAR FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
BLACK STEP FINISH		
FUEL TANK CAP(S)		
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
EQUIFLO INBOARD FUEL SYSTEM		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires		
GOODYEAR ENDURANCE LHS 11R22.5 14 PLY RADIAL FRONT TIRES		
MICHELIN XDN2 11R22.5 14 PLY RADIAL REAR TIRES		76
Hubs		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels		
ACCURIDE 42644 ACCU-LITE 22.5X8.25 10-HUB PILOT 5.72 INSET ALUMINUM DISC FRONT WHEELS	-60	
ACCURIDE 42644 ACCU-LITE 22.5X8.25 10-HP ALUMINUM DISC REAR WHEELS		-120
FRONT WHEEL MOUNTING NUTS		
REAR WHEEL MOUNTING NUTS		
NO PUSHER/TAG WHEEL MOUNTING NUTS		



Prepared for:
 Donald Weber
 MENLO PARK CITY OF
 701 LAUREL ST

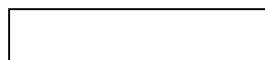


MENLO PARK, CA 94025
 Phone: 510-502-5156

Prepared by:
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 8200 BALDWIN STREET
 OAKLAND, CA 94621
 Phone: 5106323535

Description	Weight Front	Weight Rear
Cab Exterior		
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
AIR CAB MOUNTING		
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
LH AND RH GRAB HANDLES		
HOOD MOUNTED CHROMED PLASTIC GRILLE		
CHROME HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
DUAL ELECTRIC HORNS		
SINGLE HORN SHIELD		
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
KEY QUANTITY OF 4		
REAR LICENSE PLATE MOUNT END OF FRAME		
INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
LED AERODYNAMIC MARKER LIGHTS		
DAYTIME RUNNING LIGHTS		
INTEGRAL STOP/TAIL/BACKUP LIGHTS		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
STANDARD SIDE/REAR REFLECTORS		
DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
1-PIECE SOLAR GREEN GLASS WINDSHIELD		
2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

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 Data Version PRL-26M.014
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 26K_dump truck



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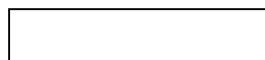


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 OAKLAND, CA 94621
 Phone: 5106323535

Description	Weight Front	Weight Rear
Cab Interior		
OPAL GRAY VINYL INTERIOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
BLACK MATS WITH SINGLE INSULATION		
FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS AND ADDITIONAL CENTER COMPARTMENT WITHOUT NETTING		
IN DASH STORAGE BIN		
(2) CUP HOLDERS LH AND RH DASH		
GRAY/CHARCOAL FLAT DASH		
2-1/2 LB. FIRE EXTINGUISHER	5	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
STANDARD INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
LH AND RH ELECTRIC DOOR LOCKS		
(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		
TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	

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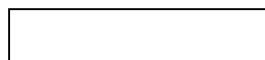
Prepared by:
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Description	Weight Front	Weight Rear
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
VINYL WITH VINYL INSERT DRIVER SEAT		
VINYL WITH VINYL INSERT PASSENGER SEAT		
BLACK SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL		
GRAY CENTER INSTRUMENT PANEL		
ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
BLACK GAUGE BEZELS		
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
97 DB BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
ENGINE REMOTE INTERFACE NOT CONFIGURED		
ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		

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 26K_dump truck



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Description	Weight Front	Weight Rear
10 AMP FUSED BEACON LT PRE-WIRE THROUGH MIRRORS W/O RELAY		
(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	10	
ELECTRIC ENGINE OIL PRESSURE GAUGE		
NO OVERHEAD INSTRUMENT PANEL		
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
IGNITION SWITCH CONTROLLED ENGINE STOP		
FOUR ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 BUMPER PAINT: FP24812 ARGENT SILVER
 DUPONT FLEX

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Description	Weight Front	Weight Rear
STANDARD E COAT/UNDERCOATING		

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES
 CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE AND
 OPTION INSTALLATION/MODIFICATION

Raw Performance Data

CALCULATED EFFECTIVE BACK OF CAB TO
 REAR SUSPENSION C/L (CA) : 81.06 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE :
 78.45 in

Sales Programs

BUSINESS QUOTE SALES PROGRAM

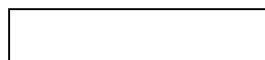
TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	5878 lbs	3647 lbs	9525 lbs
Total Weight ⁺	5878 lbs	3647 lbs	9525 lbs

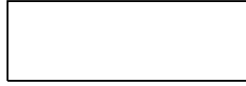
Extended Warranty

CUM 2017 B6.7: HD1 MD DTY 6 YEARS / 150,000 MILES / 241,500 KM
 EXTENDED WARRANTY. FEX APPLIES
 CUM 2017 B6.7: AT3 MD DTY 6 YEARS / 150,000 MILES / 241,500 KM
 AFTERTREATMENT. FEX APPLIES



Prepared for:
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(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



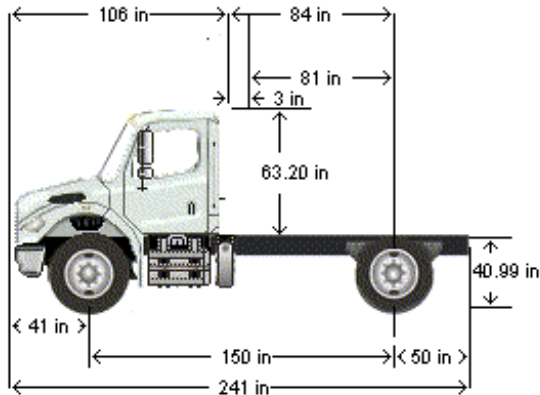
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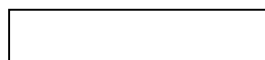
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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	3800MM (150 INCH) WHEELBASE
Rear Frame Overhang (552)	1275MM (50 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE



Prepared for:
 Donald Weber
 MENLO PARK CITY OF
 701 LAUREL ST



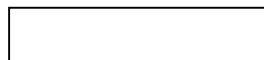
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 Phone: 510-502-5156

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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	84.1
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	81.1
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	134.3
Cab Height (CH)	63.2
Wheelbase (WB)	149.6
Frame Overhang (OH)	50.2
Overall Frame Length	238.8
Overall Length (OAL)	240.6
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	41.0

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model M2106
Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)..... 10000.0
Expected Pusher Axle(s) Load (lbs)..... 0.0
Expected Rear Axle(s) Load (lbs) 20000.0
Expected Tag Axle(s) Load (lbs)..... 0.0
Expected GVW (lbs) 30000
Expected GCW (lbs) 0.0
Front Axle (400)..... DETROIT DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620) 12,000# MONO TAPERLEAF FRONT SUSPENSION
Front Hubs (418) CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)ACCURIDE 42644 ACCU-LITE 22.5X8.25 10-HUB PILOT 5.72 INSET ALUMINUM DISC FRONT WHEELS
Front Tires (093)..... GOODYEAR ENDURANCE LHS 11R22.5 14 PLY RADIAL FRONT TIRES
Front Brakes (402)..... MERITOR 16.5X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536)..... TRW THP-60 POWER STEERING
Rear Axle (420) DETROIT DA-RS-20.0-4 20,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622)..... 21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER
Rear Hubs (450)..... CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)..... ACCURIDE 42644 ACCU-LITE 22.5X8.25 10-HP ALUMINUM DISC REAR WHEELS
Rear Tires (094) MICHELIN XDN2 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423) MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)..... NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626) NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)..... NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509) NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)..... NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)..... NO PUSHER/TAG BRAKES



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TABLE SUMMARY - GVWR

	Front	Rear
Axle Component Weight Ratings		
Axles	10000	20000
Suspension	12000	21000
Hubs	14700	26000
Brakes	14700	20000
Wheels	14800	29600
Tires	12350	23360
Power Steering	13300	N/A
GAWR (per axle)	10000	20000
GAWR (per axle system)	10000	20000
Expected Load (per axle system)	10000	20000
GVWR due to Frame	26000	
GVWR due to Transmission	80000	
Vehicle GVWR Summary		
Calculated GVWR	28000	
Expected GVWR	30000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

9/13/2021

Quote ID# HD - 1103BR (R4)

Mr. Donald Weber

City of Menlo Park
333 Burgess Drive
Menlo Park, CA 94025

Dear Donald Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (**2022 Freightliner M2016, Cummins B6.7 Engine, Allison 2200 RDS Transmission with Park PAWL with PTO with Western Truck Fab Chipper Body**) and provided by Mr. Russ Gebhard with Freightliner, each for:

	Contract Price
Chassis and Option	\$ 93,467.00
Western Truck Quote	\$ 44,390.00
Tax (9.375%)	\$ 12,924.09
 Total	 \$ 150,781.09

Included in price above:

1. HD1 MD DTY 6 yrs/150,000 mi/241,500 km
2. AT3 MD DTY 6 yrs/150,000 mi/241,500 km

This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

HD@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497





Western Truck Fabrication, Inc.

1923 West Winton Avenue
Hayward, CA 94545

Phone: 510-785-9994

Fax: 510-785-9986

www.westerntruckfab.com

Quotation

Date 3/18/2021

Quote # 73263

WTF Rep NKR

Customer Name / Address

GOLDEN GATE TRUCK CENTER
8200 BALDWIN ST
OAKLAND, CA 94621

End User's Name CityofMenloPark

End User's Phone

Contact Phone

Vehicle Year 2022 FREGHTLI...

Make / Model VERIFY

W.B.

C.A. verify

Dealer Contact Russ

Fuel Type

Part #	Qty	Description	Tax
WTCB-12	1	<p>WTF CHIPPER BODY TO INCLUDE 12' LONG x 66" HIGH 96" O.A. WIDTH ***NOTCH BODY FOR TUNNEL BOX*** 12 GA GALVANNEAL DOUBLE PANEL SIDES WITH 16" TOP BEVELED CORNERS 12 GA GALVANNEAL ROOF WITH FORMED RIBS, TWO FRONT ROOF VENTS 10 GA GALVANNEAL FLOOR WITH BEVELED SIDES AND FRONT 3" STRUCTURAL CHANNEL CROSSMEMBERS 15" ON CENTER 6" CHANNEL LONGBEAMS 30" TALL SINGLE REAR SWING-OUT GATE, 2"X2" TUBE GATE FRAME, 12 GA GALVANNEAL SHEETING, H.D. 1-1/2" CRS MACHINED HINGES WITH 1" PINS, GREASE FITTINGS, CAM TYPE LATCH CRYSTEEL 645-DM 15-TON CAPACITY DOUBLE ACTING HOIST WITH DUMP SAFETY PACKAGE HOT SHIFT PTO WITH DIRECT MOUNT PUMP FOR ALLISON AUTOMATIC TRANSMISSION RECESSED LED TAIL LIGHTS IN CORNER POSTS, RECESSED LED CLEARANCE LIGHTS ENTIRE BODY METAL ETCH PRIMER, WITH TWO COATS OF SHERWIN WILLIAMS PRIMER/SEALER, ENTIRE UNDERSTRUCTURE UNDERCOATED INTERIOR COAL-TAR EPOXY BLACK EXTERIOR PAINTED WITH TWO COATS OF SHERWIN WILLIAMS GENESIS G-8 WHITE TO MATCH CAB</p> <p>***DEALER TO PROVIDE FACTORY ELECTRIC PTO SWITCH AND PROGRAMMED PER THE FOLLOWING PARAMETERS *** IN DASH PTO SWITCH, YES SET RPM1 UPON PTO ENABLE, 1000 RPMS SET MAX RPM1 UPON PTO ENABLE, 1400 RPMS</p>	

PLEASE REVIEW AND READ QUOTE CAREFULLY.
 SPECIAL ORDERS ARE NON RETURNABLE AND NON REFUNDABLE.
 ALL RETURNED PARTS ARE SUBJECT TO A 25% RESTOCKING FEE.
 UPON ACCEPTANCE OF THIS QUOTE CIRCLE OPTIONS DESIRED, SIGN & FAX BACK TO 510.785.9986
 THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE OF CREATION.

CREDIT CARD PAYMENTS OVER \$1,000 ARE SUBJECT TO A 3% PROCESSING FEE.

Accepted By: _____ Date: _____

P.O #: _____ Chassis ETA: _____

VIN #: _____

**THANK YOU FOR THE
OPPORTUNITY
TO QUOTE THIS JOB**



Western Truck Fabrication, Inc.

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Hayward, CA 94545

Phone: 510-785-9994

Fax: 510-785-9986

www.westerntruckfab.com

Quotation

Date 3/18/2021

Quote # 73263

WTF Rep NKR

Customer Name / Address

GOLDEN GATE TRUCK CENTER
8200 BALDWIN ST
OAKLAND, CA 94621

End User's Name CityofMenloPark

End User's Phone

Contact Phone

Vehicle Year 2022 FREGHTLI...

Make / Model VERIFY

W.B.

C.A. verify

Dealer Contact Russ

Fuel Type

Part #	Qty	Description	Tax
		SET MAX VEHICLE SPEED, 8MPH DISABLE FOOT CONTROL (GAS PEDAL, BRAKE) INTERLOCKS, YES DISABLE PARK BRAKE INTERLOCK, YES DISABLE NEUTRAL SAFETY INTERLOCK, YES DEFLATE AIRBAGS WITH PTO ON, IF APPLICABLE ENABLE STATIONARY CRUISE CONTROL, YES	
CB-PRUNER	1	PRUNER BOX WITH SLOPED TOP MOUNTED ON STREET SIDE 30" TALL x 16" WIDE 2 SHELVES INSIDE BOX 1ST SHELF AT 13 3/4" 2ND SHELF AT 28 3/4" THREE POINT T-HANDLE LATCH	
CB-TBL	1	'L'-STYLE TUNNEL BOX, 24" O.D. X 95" O.D. LENGTH X 60" OA HEIGHT 60" LONG X 18" DEEP X HIGH UNDERBODY BOX BOTH SIDES, FOUR SWIVEL ROPE HOOKS CURBSIDE, TWO EACH FRONT AND REAR WALL ONE FIXED SHELF 14 GA GALVANNEAL STEEL CONSTRUCTION, DOUBLE PANEL DOORS, 18 GA OUTER, 20 GA INNER GALVANNEAL PANELS, STAINLESS STEEL THREE POINT TWIST HANDLES, TWO COATS OF SHERWIN WILLIAMS PRIMER SEALER SHERWIN WILLIAMS GENESIS G-8 PAINTED WHITE	

PLEASE REVIEW AND READ QUOTE CAREFULLY.
 SPECIAL ORDERS ARE NON RETURNABLE AND NON REFUNDABLE.
 ALL RETURNED PARTS ARE SUBJECT TO A 25% RESTOCKING FEE.
 UPON ACCEPTANCE OF THIS QUOTE CIRCLE OPTIONS DESIRED, SIGN & FAX BACK TO 510.785.9986
 THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE OF CREATION.

CREDIT CARD PAYMENTS OVER \$1,000 ARE SUBJECT TO A 3% PROCESSING FEE.

Accepted By: _____ Date: _____

P.O #: _____ Chassis ETA: _____

VIN #: _____

**THANK YOU FOR THE
 OPPORTUNITY
 TO QUOTE THIS JOB**



Western Truck Fabrication, Inc.

1923 West Winton Avenue
Hayward, CA 94545

Phone: 510-785-9994

Fax: 510-785-9986

www.westerntruckfab.com

Quotation

Date 3/18/2021

Quote # 73263

WTF Rep NKR

Customer Name / Address

GOLDEN GATE TRUCK CENTER
8200 BALDWIN ST
OAKLAND, CA 94621

End User's Name CityofMenloPark

End User's Phone

Contact Phone

Vehicle Year 2022 FREGHTLI...

Make / Model VERIFY

W.B.

C.A. verify

Dealer Contact Russ

Fuel Type

Part #	Qty	Description	Tax
DB-H15PIN.	1	2" BALL COMBO PINTLE HITCH MOUNTED ON 1/2" REAR PLATE WITH GUSSETS TO FRAME TWO 5/8" D-RINGS ***RAISE D RINGS 3" HIGHER ON PLATE*** 6 PIN ROUND TRAILER PLUG 7 WAY FLAT RV STYLE TRAILER PLUG 19" TO BOTTOM OF THROAT	
MATERIALS CB	1	ORCHARD LADDER HOLDER ON OUT SIDE OF BODY ON PASSENGER SIDE ***EXACT DESIGN TO BE DETERMINED***	
EC-WHLINZ6.	1	2 EACH WHELEN LINZ6 AMBER STROBE LIGHTS MOUNTED AT FRONT GRILLE WIRED TO DASH MOUNTED SWITCH WITH ENGRAVED LABEL	
MATERIALS MISC	1	CODE 3 NARROW STICK MODEL #NASLTS847 MOUNTED ON REAR FASCIA ABOVE OPENING	
EC-WHL31HAFCA	2	2 EACH WHELEN MODEL L31HAFCA AMBER LED STROBE LIGHT ***BEACON MOUNTED 1 EACH SIDE OF CAB ON TOP OF SIDE VIEW MIRROR*** *** TITLE 13 *** FABRICATE STROBE MOUNT	
MATERIALS CB	1	DUAL FRONT CONE HOLDER FOR LARGE CONES *** LOCATION TBD, FRONT BUMPER OR SIDES***	
MATERIALS MISC	1	STEEL SURCHARGE	
WEIGHT CERT	1	WEIGHT CERTIFICATION	

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Vehicle Year 2022 FREGHTLI...

Make / Model VERIFY

W.B.

C.A. verify

Dealer Contact

Russ

Fuel Type

Part #	Qty	Description	Tax
MATERIALS MISC		PRICING IS SECURED TILL PURCHASE ORDERS ARE ISSUED NOVEMBER 2021 & CAB/CHASSIS ARRIVALS IN Q1.	

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Accepted By: _____ Date: _____

P.O #: _____ Chassis ETA: _____

VIN #: _____

**THANK YOU FOR THE
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TO QUOTE THIS JOB**

Subtotal **\$44390.00**

Sales Tax (0.0%) **\$0.00**

Total \$44,390.00

Prepared for:
Donald Weber
MENLO PARK CITY OF
701 LAUREL ST

MENLO PARK, CA 94025
Phone: 510-502-5156



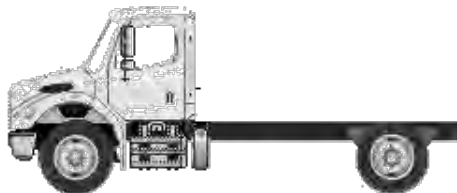
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A proposal for
MENLO PARK CITY OF

Prepared by
GOLDEN GATE TRUCK CENTER
Russ Gebhard

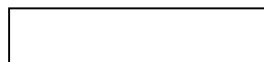
Sep 09, 2021

Freightliner M2 106



Components shown may not reflect all spec'd options and are not to scale

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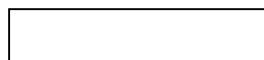
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S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
M2 PRL-26M (EFF:7/26/21)		
Data Version		
SPECPRO21 DATA RELEASE VER 014		
Vehicle Configuration		
M2 106 CONVENTIONAL CHASSIS	5,709	3,503
2023 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK		
STRAIGHT TRUCK PROVISION		
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK CONFIGURATION		
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
UTILITY/REPAIR/MAINTENANCE SERVICE		
UTILITY BUSINESS SEGMENT		
FIXED LOAD COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
MEDIUM TRUCK WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 20000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 32000.0 lbs		
Truck Service		
UTILITY BODY		

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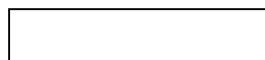


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Description	Weight Front	Weight Rear
WESTERN TRUCK FAB		
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine		
CUM B6.7 300 HP @ 2600 RPM, 2600 GOV, 660 LB-FT @ 1600 RPM		
Electronic Parameters		
67 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
PTO MODE ENGINE RPM LIMIT - 1400 RPM		
PTO RPM WITH CRUISE SET SWITCH - 1000 RPM		
PTO RPM WITH CRUISE RESUME SWITCH - 1400 RPM		
PTO MODE CANCEL VEHICLE SPEED - 8 MPH		
PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
PTO MINIMUM RPM - 700		
REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment		
2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
CAB AUXILIARY POWER CABLE	5	

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Description	Weight Front	Weight Rear
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	10	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR AIR COMPRESSOR DISCHARGE LINE ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH STANDARD EXHAUST SYSTEM LENGTH RH STANDARD HORIZONTAL TAILPIPE 6 GALLON DIESEL EXHAUST FLUID TANK 100 PERCENT DIESEL EXHAUST FLUID FILL LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING STANDARD DIESEL EXHAUST FLUID TANK CAP AIR POWERED ON/OFF ENGINE FAN CLUTCH AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED CUMMINS SPIN ON FUEL FILTER FULL FLOW OIL FILTER 700 SQUARE INCH ALUMINUM RADIATOR ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES RADIATOR DRAIN VALVE		

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Description	Weight Front	Weight Rear
LOWER RADIATOR GUARD		
ALUMINUM FLYWHEEL HOUSING		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 29MT STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

ALLISON 2200 RDS AUTOMATIC TRANSMISSION WITH PARK PAWL WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 354 - AVAILABLE ON 1000/2000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, EVS, HS, MH, PTS AND SPS

ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, 6 FORWARD GEARS WITH MANUAL SELECTION FOR 3, 2 AND 1, AVAILABLE FOR 1000/2000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

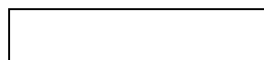
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED

DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES

VEHICLE INTERFACE WIRING CONNECTOR WITH BLUNT CUTS, AT END OF FRAME

ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED

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Phone: 5106323535

Description	Weight Front	Weight Rear
CUSTOMER INSTALLED CHELSEA 442 SERIES PTO		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
DASH MOUNTED T-HANDLE CABLE SHIFT CONTROL WITH PARK POSITION FOR INTERNAL PARK PAWL		
TRANSMISSION PROGNOSTICS - DISABLED (N/A) 2013, FOR USE IN 1000/2000 ONLY		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
TRANSMISSION OIL CHECK AND FILL		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74
DROP SINGLE FRONT AXLE

MERITOR 15X5 Q+ CAST SPIDER CAM FRONT
BRAKES, DOUBLE ANCHOR, FABRICATED
SHOES

NON-ASBESTOS FRONT BRAKE LINING

CONMET CAST IRON FRONT BRAKE DRUMS

FRONT OIL SEALS

VENTED FRONT HUB CAPS WITH WINDOW,
CENTER AND SIDE PLUGS - OIL

STANDARD SPINDLE NUTS FOR ALL AXLES

MERITOR AUTOMATIC FRONT SLACK
ADJUSTERS

TRW THP-60 POWER STEERING

POWER STEERING PUMP

2 QUART SEE THROUGH POWER STEERING
RESERVOIR

CURRENT AVAILABLE SYNTHETIC 75W-90
FRONT AXLE LUBE

Front Suspension

12,000# MONO TAPERLEAF FRONT
SUSPENSION

MAINTENANCE FREE RUBBER BUSHINGS -
FRONT SUSPENSION

FRONT SHOCK ABSORBERS

Rear Axle and Equipment

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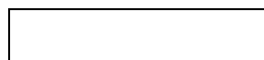
Description	Weight Front	Weight Rear
DETROIT DA-RS-20.0-4 20,000# R-SERIES SINGLE REAR AXLE		10
6.14 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
CONMET CAST IRON REAR BRAKE DRUMS		
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		

Rear Suspension

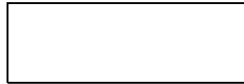
21,000# 52 INCH VARIABLE RATE MULTI-LEAF SPRING REAR SUSPENSION WITH LEAF SPRING HELPER		100
SPRING SUSPENSION - NO AXLE SPACERS		
STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
REAR SHOCK ABSORBERS - ONE AXLE		40

Brake System

AIR BRAKE PACKAGE
 WABCO 4S/4M ABS
 REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
 FIBER BRAID PARKING BRAKE HOSE
 STANDARD BRAKE SYSTEM VALVES
 STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
 STD U.S. FRONT BRAKE VALVE
 RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
 WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER



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Description	Weight Front	Weight Rear
AIR DRYER MOUNTED INBOARD ON LH RAIL		
STEEL AIR BRAKE RESERVOIRS, NO TRIPLE OR TORPEDO TANKS		
PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		

Trailer Connections

PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5
PDI INSTALLED ELECTRIC BRAKE CONTROLLER		
UPGRADED CHASSIS MULTIPLEXING UNIT		
UPGRADED BULKHEAD MULTIPLEXING UNIT		

Wheelbase & Frame

4450MM (175 INCH) WHEELBASE		
9/32X3-7/16X10-1/16 INCH STEEL FRAME (7.14MMX255.6/0.281X10.06 INCH) 80KSI	-60	-10
1275MM (50 INCH) REAR FRAME OVERHANG		
FRAME OVERHANG RANGE: 41 INCH TO 50 INCH	10	-60
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 109.65 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 106.65 in		
CALC'D FRAME LENGTH - OVERALL : 264.37 in		
CALCULATED FRAME SPACE LH SIDE : 80.9 in		
CALCULATED FRAME SPACE RH SIDE : 137.6 in		
CALC'D SPACE AVAILABLE FOR DECKPLATE : 103.45 in		
SQUARE END OF FRAME		
FRONT CLOSING CROSSMEMBER		
STANDARD WEIGHT ENGINE CROSSMEMBER		
STANDARD CROSSMEMBER BACK OF TRANSMISSION		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REAR MOST CROSSMEMBER		
STANDARD SUSPENSION CROSSMEMBER		

Chassis Equipment

THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30
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Description	Weight Front	Weight Rear
FRONT TOW HOOKS - FRAME MOUNTED	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks		
50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH	20	
RECTANGULAR FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
BLACK STEP FINISH		
FUEL TANK CAP(S)		
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR AND HAND PRIMER	-5	
EQUIFLO INBOARD FUEL SYSTEM		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires		
MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12	
MICHELIN XZE2 11R22.5 14 PLY RADIAL REAR TIRES		24
Hubs		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels		
ACCURIDE 42644 ACCU-LITE 22.5X8.25 10-HUB PILOT 5.72 INSET ALUMINUM DISC FRONT WHEELS	-60	
ACCURIDE 42644 ACCU-LITE 22.5X8.25 10-HP ALUMINUM DISC REAR WHEELS		-120
FRONT WHEEL MOUNTING NUTS		
REAR WHEEL MOUNTING NUTS		
NO PUSHER/TAG WHEEL MOUNTING NUTS		
Cab Exterior		



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Description	Weight Front	Weight Rear
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
AIR CAB MOUNTING		
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
LH AND RH GRAB HANDLES		
HOOD MOUNTED CHROMED PLASTIC GRILLE		
CHROME HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
DUAL ELECTRIC HORNS		
SINGLE HORN SHIELD		
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
KEY QUANTITY OF 4		
REAR LICENSE PLATE MOUNT END OF FRAME		
INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
LED AERODYNAMIC MARKER LIGHTS		
DAYTIME RUNNING LIGHTS		
INTEGRAL STOP/TAIL/BACKUP LIGHTS		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
STANDARD SIDE/REAR REFLECTORS		
DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
1-PIECE SOLAR GREEN GLASS WINDSHIELD		
2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

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 Donald Weber
 MENLO PARK CITY OF
 701 LAUREL ST

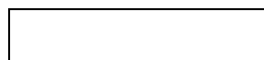


MENLO PARK, CA 94025
 Phone: 510-502-5156

Prepared by:
 Russ Gebhard
 GOLDEN GATE TRUCK CENTER
 8200 BALDWIN STREET
 OAKLAND, CA 94621
 Phone: 5106323535

Description	Weight Front	Weight Rear
OPAL GRAY VINYL INTERIOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
BLACK MATS WITH SINGLE INSULATION		
FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS AND ADDITIONAL CENTER COMPARTMENT WITHOUT NETTING		
IN DASH STORAGE BIN		
(2) CUP HOLDERS LH AND RH DASH		
GRAY/CHARCOAL FLAT DASH		
2-1/2 LB. FIRE EXTINGUISHER	5	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
STANDARD INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOME DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
LH AND RH ELECTRIC DOOR LOCKS		
(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		
TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
VINYL WITH VINYL INSERT DRIVER SEAT		

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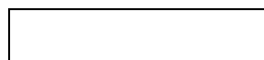


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Description	Weight Front	Weight Rear
VINYL WITH VINYL INSERT PASSENGER SEAT BLACK SEAT BELTS ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN 4-SPOKE 18 INCH (450MM) STEERING WHEEL DRIVER AND PASSENGER INTERIOR SUN VISORS	10	
Instruments & Controls		
GRAY DRIVER INSTRUMENT PANEL GRAY CENTER INSTRUMENT PANEL ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS BLACK GAUGE BEZELS LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM 2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS 97 DB BACKUP ALARM ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH 2 INCH ELECTRIC FUEL GAUGE ENGINE REMOTE INTERFACE NOT CONFIGURED ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE 2 INCH TRANSMISSION OIL TEMPERATURE GAUGE ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY 10 AMP FUSED BEACON LT PRE-WIRE THROUGH MIRRORS W/O RELAY (1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP		3
	10	

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Description	Weight Front	Weight Rear
ELECTRIC ENGINE OIL PRESSURE GAUGE NO OVERHEAD INSTRUMENT PANEL AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939 DASH MOUNTED RADIO (2) RADIO SPEAKERS IN CAB AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER STANDARD VEHICLE SPEED SENSOR ELECTRONIC 3000 RPM TACHOMETER IGNITION SWITCH CONTROLLED ENGINE STOP FOUR ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS	10	

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS
 PAINT
 BUMPER PAINT: FP24812 ARGENT SILVER
 DUPONT FLEX
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

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Description	Weight Front	Weight Rear
U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE AND OPTION INSTALLATION/MODIFICATION

Raw Performance Data

CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 106.65 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE : 103.45 in

Sales Programs

BUSINESS QUOTE SALES PROGRAM

T O T A L V E H I C L E S U M M A R Y

Weight Summary

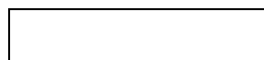
	Weight Front	Weight Rear	Total Weight
Factory Weight ⁺	5870 lbs	3495 lbs	9365 lbs
Total Weight ⁺	5870 lbs	3495 lbs	9365 lbs

Extended Warranty

CUM 2017 B6.7: HD1 MD DTY 5 YEARS / 150,000 MILES / 241,500 KM EXTENDED WARRANTY. FEX APPLIES
 CUM 2017 B6.7: AT3 MD DTY 5 YEARS / 150,000 MILES / 241,500 KM AFTERTREATMENT. FEX APPLIES

(+) Weights shown are estimates only.
 If weight is critical, contact Customer Application Engineering.

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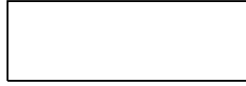


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(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



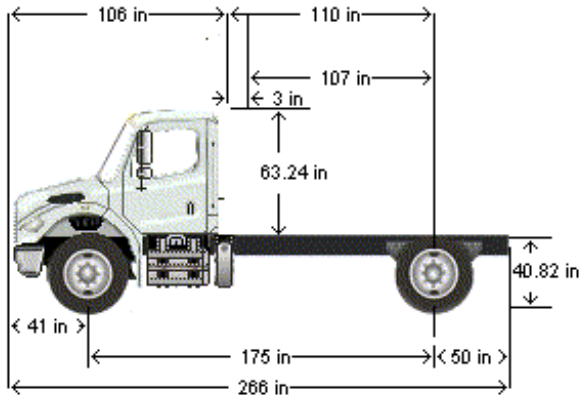
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D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	4450MM (175 INCH) WHEELBASE
Rear Frame Overhang (552)	1275MM (50 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH HORIZONTAL TAILPIPE



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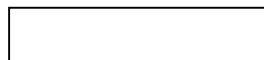
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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	109.6
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	106.6
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	159.8
Cab Height (CH)	63.2
Wheelbase (WB)	175.2
Frame Overhang (OH)	50.2
Overall Frame Length	264.4
Overall Length (OAL)	266.1
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	40.8

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.





National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

9/13/2021

Quote ID# HD - 1587BR (R3)

Mr. Don Weber

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Dear Don Weber,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration. One (1) New/Unused (**2023 Freightliner M2106, Cummins L9 Engine, Allison 3500 RDS Transmission w/PTO with 2000 Gal Tank via McLellan Industries**) and provided by Mr. Russ Gebhard with Freightliner, each for:

	Contract Price
Chassis and Option	\$ 102,936.00
McLellan Quote	\$ 67,362.87
Priority 1 Quote	\$ 4,006.75
Tax (9.375%)	\$ 16,341.15

Total \$ 190,646.77

This vehicle(s) is available under the Sourcwell (Formerly Known as NJPA) Contract 060920-NAF. Please reference this Bid Number on all Purchase Orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Ben Rodriguez

HD Contract Manager

HD@NationalAutoFleetGroup.com

Office (855) 289-6572

Fax (831) 480-8497



South San Francisco - Sales 251 Shaw Road South San Francisco, CA 94080 OFFICE 650 873 8100 800 848 8449 FAX 650 589 7398 CELL. JOE 650 438 2561	Hanford - Manufacturing 13221 Crown Avenue Hanford, CA 93230
---	---

Bill To: GOLDEN GATE	MENLO PARK	Ship To: WILL CALL
Attn: RUSS	DON WEBER	FOB: HANFORD
Tel: 510 759 9479	408 655 4342	QUOTE.
Fax:		Cell:
Date: October 1, 2021		Saleman: JOE DeBattista 650 438 2561

Standard Features Included in base price				
Item	Part #	Description	Hours	Price
*	WT2000HA	2000GAL A STYLE HYD DRIVE WATER SYSTEM		
A:	WT100435	TANK, 2000GAL A STYLE, 16GPI WITH (2) BAFFLES FULL FENDERS FILL DOME	4	\$13,827.00
B:	WT500562	WATER PUMP,CENTRIFUGAL, 4X3, HYDRAULIC DRIVE PUMP FRONT CRANK	26	\$8,724.12
C:	(#)	PAINT, URETHANE, SINGLE COLOR (MUST INCLUDE PAINT CODE OR DIRECTIONS)	48	\$4,160.00
D:	WT400859	FRONT SPRAY BAR WITH 2 VALVES	8	\$1,100.00
E:	WT400893	REAR SPRAY BAR WITH (2) VALVES .VALVE BRACES & LADDER	9	\$2,588.00
F:	WT400122	HYDRANT FILL WITH 3" CAMLOCK	3	\$517.01
G:	WT900027	MUD FLAPS	2	\$342.33
H:	WT900031	D.O.T. LIGHTS, SET (LED STOP, TAIL, TURN)	7	\$850.61
J:	WT600140	STROBE (AMBER)	3	\$554.73
K:	WT300362	BUMPER, REAR 8" PIPE	2	\$826.87
L:	WT500114	CAB CONTROLS - 5-BANK	8	\$1,100.36
M:	WT400210	WATER LEVEL SIGHT GAUGE (REAR CURB SIDE) LEVEL LEFT FRONT	1	\$270.00
O:	WT900032	SAFETY KIT (BACK UP ALARM, ANTI SKID, FIRE EXT.)	12	\$1,287.00
P:	WT400235	CENTER PLUMBING FOR 2000-16GPI TANK SHELL	4	\$842.07
Q:	WT200140	HOLD DOWN SYSTEM (LEAF SPRING)	8	\$1,201.07
S:	MB600108	DRIVE LINE ASSY.	2	\$450.00
T:	WT500285	COOLING SYSTEM, HYDRAULIC 12V FAN KIT	6	\$2,013.88
U:	MB500538	RESERVOIR ASSY,	7	\$1,235.15
V:	PER CHASSIS	TRANSMISSION PTO AUTO TRANS. VERIFY REAR END RATIO	8	\$2,690.00
W:		CHASSIS MODIFICATIONS	8	\$800.00
Base Price			176	\$45,380.20

Options in addition to standard features				
Item:	Part #	Description	Hours	Price
1	WT400041	SELF LOADING COMPLETE WITH PLUMBING, HOSES, FOOT VALVE AND TUBES	0	\$3,860.00
2	WT401117	3" PNEUMATIC ISDE SPRAY, LEFT HAND	7	\$1,921.67
3	WT400029	REEL, 50'X1RIM REWIND PASS. SIDE.	4	\$1,870.00
4	FITTINGS	FRONT HOSE 3" QUICK DISCONNECT ST35 / 300-A / 300-D / 40-3	1	\$120.00
5	MAKE	2.5 DISCHARGE BALL VAVES 1LEFT 1 RIGHT WITH NFT ML. ACD CAP MID SHIP	4	\$822.00
6	WT300211	EXPANDED METAL BASKET IN REAR FRAME	2	\$372.00
7	WT300262	REAR HINDGED LID FOR FRAME BASKET WITH PADDLOCK TAB	3	\$468.00
8	MAKE	DICHARGE OUTLET REAR D/S SPRAY VLV. VIC20 3X3X3, O7-3,40-3,3"45ST,300A,300DC	1	\$180.00
9	BUY	INTERNAL NON POTABLE WATER COATING	1	\$5,500.00
10	18X18X24	TOOL BOX 1LEFT 1RIGHT REARMUDFLAP AND BUMPER SPACE PERMITING (998ea)	4	\$1,919.00
		STEEL SURCHARGE-COVID	0	\$4,950.00
19				

		25% deposit required at time of order	no deposit	Option Price 27 \$21,982.67
		balance due at time of delivery		Sub Total 203 \$67,362.87
			Sales Tax resale	
			Federal Excise Tax resale	
			Freight	
YEAR	MAKE	Chassis Information		Price
		CUSTOMER SUPPLIED CHASSIS		\$0.00
TOTAL PRICE FOB HANFORD:				\$67,362.87

This quotation is for immediate acceptance and is subject to change by McLellan Industries, Inc. without notice.
 Quotations are valid for 30 days from date of quotation. All purchase orders for products are subject to seller's acceptance.
 McLellan Industries accepts no responsibility for legal weight laws
 McLellan Industries does not guarantee a perfect color match due to inconsistencies in factory paints and procedures
Revisions after approval date are subject to additional charges

Accepted by:

McLellan Industries:
 JOE DeBattista
 Company Representative

 Company Representative



**Priority 1 Public Safety
Equipment Installation Inc.**

425 Harbor Blvd. #6
Belmont, CA 94002-4048
TEL: (650) 654-9900
FAX: (650) 654-9947

Estimate

Date	Estimate #
9/8/2021	3072

Name / Address
City of Menlo Park 701 Laurel St Menlo Park, CA 94025

Attention
Don Weber TEL: 650-330-6790

Vehicle#	Terms	Rep
Water Truck	Net 30	Marc

Item	Description	Qty	Total
5045	Blue Sea 4 gang fuse block	1	28.00T
PRI-KIT	Wire harness-Relays, diodes, connectors, hardware etc.	1	250.00T
el3d12a00A	Sound Off 12 lamp L.E.D light stick	1	590.90T
ETSWDAS01	Sound Off arrow stick controller	1	95.85T
EGHST2 A-12	Sound Off surface mount Ghost Light, AMBER (2 mounted on front, 4 mounted over wheel wells and 2 mounted to the rear)	8	800.00T
Labor		1	2,200.00T
Freight	Freight	1	42.00T
Subtotal			\$4,006.75
Sales Tax (9.25%)			\$370.62
Total			\$4,377.37

Prepared for:
Donald Weber
MENLO PARK CITY OF
701 LAUREL ST

MENLO PARK, CA 94025
Phone: 510-502-5156



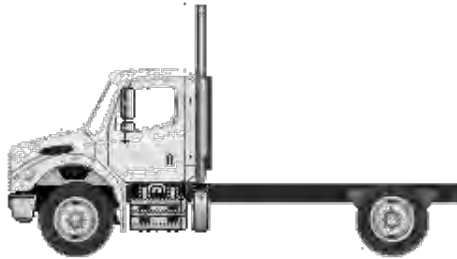
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A proposal for
MENLO PARK CITY OF

Prepared by
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Russ Gebhard

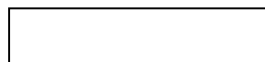
Sep 09, 2021

**Freightliner M2 106
McLellan Water truck**



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.6.505
Data Version PRL-26M.014
MENLO PARK AIR BRAKE 35K water



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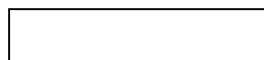
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S P E C I F I C A T I O N P R O P O S A L

Description	Weight Front	Weight Rear
Price Level		
M2 PRL-26M (EFF:7/26/21)		
Data Version		
SPECPRO21 DATA RELEASE VER 014		
Vehicle Configuration		
M2 106 CONVENTIONAL CHASSIS	5,709	3,503
2023 MODEL YEAR SPECIFIED		
SET BACK AXLE - TRUCK		
STRAIGHT TRUCK PROVISION		
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK CONFIGURATION		
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
UTILITY/REPAIR/MAINTENANCE SERVICE		
UTILITY BUSINESS SEGMENT		
FIXED LOAD COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
MEDIUM TRUCK WARRANTY		
EXPECTED FRONT AXLE(S) LOAD : 12000.0 lbs		
EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 35000.0 lbs		
Truck Service		
UTILITY BODY		

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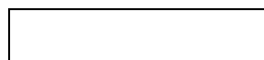


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Description	Weight Front	Weight Rear
P.B. LOADER CORPORATION		
EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in		
Engine		
CUM L9 330 HP @ 2200 RPM; 2200 GOV RPM, 1000 LB-FT @ 1200 RPM	640	30
Electronic Parameters		
67 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
PTO MODE ENGINE RPM LIMIT - 1400 RPM		
PTO RPM WITH CRUISE SET SWITCH - 1000 RPM		
PTO RPM WITH CRUISE RESUME SWITCH - 1400 RPM		
PTO MODE CANCEL VEHICLE SPEED - 8 MPH		
PTO GOVERNOR RAMP RATE - 250 RPM PER SECOND		
PTO MINIMUM RPM - 700		
REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment		
2016 ONBOARD DIAGNOSTICS/2010 EPA/CARB/GHG21 CONFIGURATION		
2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
(2) DTNA GENUINE, FLOODED STARTING, MIN 2000CCA, 370RC, THREADED STUD BATTERIES	10	
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
CAB AUXILIARY POWER CABLE	5	

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 Data Version PRL-26M.014
 MENLO PARK AIR BRAKE 35K water



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Prepared by:
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 8200 BALDWIN STREET
 OAKLAND, CA 94621
 Phone: 5106323535

Description	Weight Front	Weight Rear
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	10	
POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE STANDARD MECHANICAL AIR COMPRESSOR GOVERNOR AIR COMPRESSOR DISCHARGE LINE ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
CUMMINS ENGINE INTEGRAL BRAKE WITH VARIABLE GEOMETRY TURBO ON/OFF WITH BRAKE LAMPS	20	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH 10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP 6 GALLON DIESEL EXHAUST FLUID TANK 100 PERCENT DIESEL EXHAUST FLUID FILL LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING STANDARD DIESEL EXHAUST FLUID TANK CAP ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S) BORG WARNER (KYSOR) REAR AIR ON/OFF ENGINE FAN CLUTCH AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON ENGINE MOUNTED CUMMINS SPIN ON FUEL FILTER COMBINATION FULL FLOW/BYPASS OIL FILTER		
900 SQUARE INCH ALUMINUM RADIATOR ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT	15	

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Description	Weight Front	Weight Rear
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
LOWER RADIATOR GUARD		
ALUMINUM FLYWHEEL HOUSING		
ELECTRIC GRID AIR INTAKE WARMER		
DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH		

Transmission

ALLISON 3500 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	200	60
--	-----	----

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV

ALLISON VOCATIONAL RATING FOR ON/OFF HIGHWAY APPLICATIONS AVAILABLE WITH ALL PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 1, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY

PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

ENGINE BRAKE RANGE ALTERNATE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE

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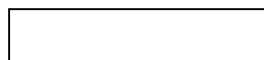
Prepared by:
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Description	Weight Front	Weight Rear
FUEL SENSE 2.0 DISABLED - PERFORMANCE - TABLE BASED		
DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
MAXIMUM OUTPUT SPEED FOR PTO OPERATION 1300 RPM - ALLISON 5TH GEN TRANSMISSIONS		
VEHICLE INTERFACE WIRING CONNECTOR WITH PDM AND NO BLUNT CUTS, AT BACK OF CAB		
ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
CUSTOMER INSTALLED MUNCIE CS20/CS24 SERIES PTO		
PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK		
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		

Front Axle and Equipment

DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
 MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
 NON-ASBESTOS FRONT BRAKE LINING
 CAST IRON OUTBOARD FRONT BRAKE DRUMS
 FRONT OIL SEALS
 VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
 STANDARD SPINDLE NUTS FOR ALL AXLES
 MERITOR AUTOMATIC FRONT SLACK ADJUSTERS
 TRW THP-60 POWER STEERING
 POWER STEERING PUMP

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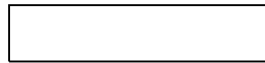
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Description	Weight Front	Weight Rear
2 QUART SEE THROUGH POWER STEERING RESERVOIR CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension		
12,000# MONO TAPERLEAF FRONT SUSPENSION		
MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		
Rear Axle and Equipment		
RS-23-161 23,000# R-SERIES SINGLE REAR AXLE		174
6.14 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
MXL 17T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES		
DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <5 MPH		
MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
CONMET CAST IRON REAR BRAKE DRUMS		
REAR OIL SEALS		
WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
Rear Suspension		
23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD		120
SPRING SUSPENSION - NO AXLE SPACERS		



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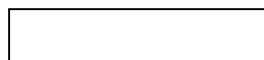


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Description	Weight Front	Weight Rear
STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
FORE/AFT CONTROL RODS		
Brake System		
AIR BRAKE PACKAGE		
WABCO 4S/4M ABS		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
AIR DRYER MOUNTED UNDER HOOD		
STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION, NO TRIPLE OR TORPEDO TANKS		
PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections		
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME	5	5
PDI INSTALLED ELECTRIC BRAKE CONTROLLER		
UPGRADED CHASSIS MULTIPLEXING UNIT		
UPGRADED BULKHEAD MULTIPLEXING UNIT		
Wheelbase & Frame		
4325MM (170 INCH) WHEELBASE		
11/32X3-1/2X10-3/16 INCH STEEL FRAME (8.73MMX258.8MM/0.344X10.19 INCH) 120KSI	-70	110
2125MM (84 INCH) REAR FRAME OVERHANG		
FRAME OVERHANG RANGE: 81 INCH TO 90 INCH	-30	130
CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 104.72 in		

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Description	Weight Front	Weight Rear
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 101.72 in		
CALC'D FRAME LENGTH - OVERALL : 292.95 in		
CALCULATED FRAME SPACE LH SIDE : 64.5 in		
CALCULATED FRAME SPACE RH SIDE : 132.68 in		
CALC'D SPACE AVAILABLE FOR DECKPLATE : 98.45 in		
SQUARE END OF FRAME		
REAR TOW HOOKS		10
FRONT CLOSING CROSSMEMBER		
STANDARD WEIGHT ENGINE CROSSMEMBER		
STANDARD CROSSMEMBER BACK OF TRANSMISSION		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REAR MOST CROSSMEMBER		
STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment		
THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS	30	
FRONT TOW HOOKS - FRAME MOUNTED	15	
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
FENDER AND FRONT OF HOOD MOUNTED FRONT MUDFLAPS		
GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
Fuel Tanks		
50 GALLON/189 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	20	
RECTANGULAR FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
BLACK STEP FINISH		
FUEL TANK CAP(S)		
DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	-5	
EQUIFLO INBOARD FUEL SYSTEM		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		



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Description	Weight Front	Weight Rear
Tires		
MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES	12	
MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES		96
Hubs		
CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels		
ACCURIDE 42644 ACCU-LITE 22.5X8.25 10-HUB PILOT 5.72 INSET ALUMINUM DISC FRONT WHEELS	-60	
ACCURIDE 42644 ACCU-LITE 22.5X8.25 10-HP ALUMINUM DISC REAR WHEELS		-120
FRONT WHEEL MOUNTING NUTS		
REAR WHEEL MOUNTING NUTS		
NO PUSHER/TAG WHEEL MOUNTING NUTS		
Cab Exterior		
106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
AIR CAB MOUNTING		
NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
LH AND RH GRAB HANDLES		
HOOD MOUNTED CHROMED PLASTIC GRILLE		
CHROME HOOD MOUNTED AIR INTAKE GRILLE		
FIBERGLASS HOOD		
SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK	4	
DUAL ELECTRIC HORNS		
SINGLE HORN SHIELD		
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
KEY QUANTITY OF 4		
REAR LICENSE PLATE MOUNT END OF FRAME		
INTEGRAL HEADLIGHT/MARKER ASSEMBLY WITH CHROME BEZEL		
LED AERODYNAMIC MARKER LIGHTS		
DAYTIME RUNNING LIGHTS		
INTEGRAL STOP/TAIL/BACKUP LIGHTS		

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Description	Weight Front	Weight Rear
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
STANDARD SIDE/REAR REFLECTORS		
DUAL LEVEL CAB ENTRY STEPS ON BOTH SIDES		
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS		
RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
1-PIECE SOLAR GREEN GLASS WINDSHIELD		
2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED		

Cab Interior

OPAL GRAY VINYL INTERIOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
BLACK MATS WITH SINGLE INSULATION		
FORWARD ROOF MOUNTED CONSOLE WITH UPPER STORAGE COMPARTMENTS AND ADDITIONAL CENTER COMPARTMENT WITHOUT NETTING		
IN DASH STORAGE BIN		
(2) CUP HOLDERS LH AND RH DASH		
GRAY/CHARCOAL FLAT DASH		
SMART SWITCH EXPANSION MODULE		
2-1/2 LB. FIRE EXTINGUISHER	5	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD HEATER PLUMBING		

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Description	Weight Front	Weight Rear
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
STANDARD INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
LH AND RH ELECTRIC DOOR LOCKS		
(2) 12 VOLT POWER RECEPTACLES MOUNTED IN DASH		
TRIANGULAR REFLECTORS KIT WITHOUT FLARES SHIPPED LOOSE IN CAB	10	
PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
2 MAN TOOL BOX MID BACK NON SUSPENSION PASSENGER SEAT	20	
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
VINYL WITH VINYL INSERT DRIVER SEAT		
VINYL WITH VINYL INSERT PASSENGER SEAT		
BLACK SEAT BELTS		
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		

Instruments & Controls

GRAY DRIVER INSTRUMENT PANEL		
GRAY CENTER INSTRUMENT PANEL		
ENGINE REMOTE INTERFACE WITH PARK BRAKE AND NEUTRAL INTERLOCKS		
BLACK GAUGE BEZELS		
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
97 DB BACKUP ALARM		3

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Description	Weight Front	Weight Rear
ELECTRONIC CRUISE CONTROL WITH SWITCHES IN LH SWITCH PANEL		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
ENGINE REMOTE INTERFACE NOT CONFIGURED		
ENGINE REMOTE INTERFACE CONNECTOR AT BACK OF CAB		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
10 AMP FUSED BEACON LT PRE-WIRE THROUGH MIRRORS W/O RELAY		
(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	10	
ELECTRIC ENGINE OIL PRESSURE GAUGE		
NO OVERHEAD INSTRUMENT PANEL		
AM/FM/WB WORLD TUNER RADIO WITH BLUETOOTH, USB AND AUXILIARY INPUTS, J1939	10	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
IGNITION SWITCH CONTROLLED ENGINE STOP		
FOUR ON/OFF ROCKER SWITCHES IN THE DASH WITH INDICATOR LIGHTS AND WIRE ROUTED TO CHASSIS AT BACK OF CAB, LABEL OPT		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		

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Description	Weight Front	Weight Rear
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH		
ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

Design

PAINT: ONE SOLID COLOR

Color

CAB COLOR A: L0006EY WHITE ELITE EY
 BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
 BUMPER PAINT: FP24812 ARGENT SILVER DUPONT FLEX
 STANDARD E COAT/UNDERCOATING

Certification / Compliance

U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS

Secondary Factory Options

CORPORATE PDI CENTER IN-SERVICE AND OPTION INSTALLATION/MODIFICATION

Raw Performance Data

CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 101.72 in
 CALC'D SPACE AVAILABLE FOR DECKPLATE : 98.45 in

Sales Programs

BUSINESS QUOTE SALES PROGRAM

T O T A L V E H I C L E S U M M A R Y

Weight Summary

Weight	Weight	Total
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	Front	Rear	Weight
Factory Weight ⁺	6705 lbs	4166 lbs	10871 lbs
<hr/>			
Total Weight ⁺	6705 lbs	4166 lbs	10871 lbs

Extended Warranty

CUM 2017 L9: HD1 MD DTY 6 YEARS / 150,000 MILES / 241,500 KM
EXTENDED WARRANTY FEX APPLIES
CUM 2017 L9: AT3 MD DTY 6 YEARS / 150,000 MILES / 241,500 KM
AFTERTREATMENT. FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



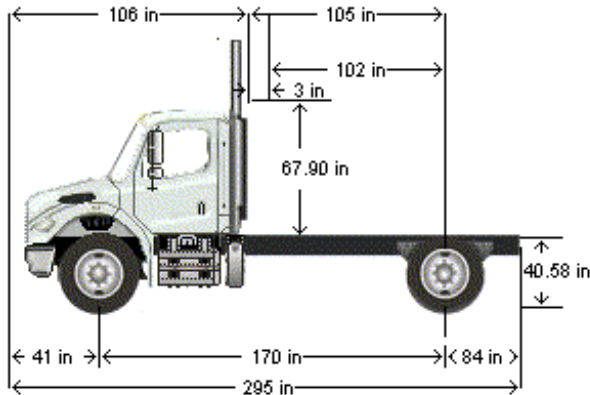
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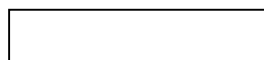
Prepared by:
 Russ Gebhard
 GOLDEN GATE TRUCK CENTER
 8200 BALDWIN STREET
 OAKLAND, CA 94621
 Phone: 5106323535

D I M E N S I O N S



VEHICLE SPECIFICATIONS SUMMARY - DIMENSIONS

Model	M2106
Wheelbase (545)	4325MM (170 INCH) WHEELBASE
Rear Frame Overhang (552)	2125MM (84 INCH) REAR FRAME OVERHANG
Fifth Wheel (578)	NO FIFTH WHEEL
Mounting Location (577)	NO FIFTH WHEEL LOCATION
Maximum Forward Position (in)	0
Maximum Rearward Position (in)	0
Amount of Slide Travel (in)	0
Slide Increment (in)	0
Desired Slide Position (in)	0.0
Cab Size (829)	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Sleeper (682)	NO SLEEPER BOX/SLEEPERCAB
Exhaust System (016)	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE



Prepared for:
 Donald Weber
 MENLO PARK CITY OF
 701 LAUREL ST



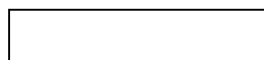
MENLO PARK, CA 94025
 Phone: 510-502-5156

Prepared by:
 Russ Gebhard
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 OAKLAND, CA 94621
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TABLE SUMMARY - DIMENSIONS

Dimensions	Inches
Bumper to Back of Cab (BBC)	106.3
Bumper to Centerline of Front Axle (BA)	40.7
Min. Cab to Body Clearance (CB)	3.0
Back of Cab to Centerline of Rear Axle(s) (CA)	104.7
Effective Back of Cab to Centerline of Rear Axle(s) (Effective CA)	101.7
Back of Cab Protrusions (Exhaust/Intake) (CP)	2.0
Back of Cab Protrusions (Side Extenders/Trim Tab) (CP)	0.0
Back of Cab Protrusions (CNG Tank)	0.0
Back of Cab Clearance (CL)	3.0
Back of Cab to End of Frame	188.4
Cab Height (CH)	67.9
Wheelbase (WB)	170.3
Frame Overhang (OH)	83.7
Overall Frame Length	293.0
Overall Length (OAL)	294.7
Rear Axle Spacing	0.0
Unladen Frame Height at Centerline of Rear Axle	40.6

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Prepared for:
Donald Weber
MENLO PARK CITY OF
701 LAUREL ST

MENLO PARK, CA 94025
Phone: 510-502-5156

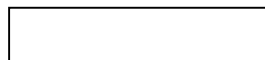


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G V W R

VEHICLE SPECIFICATIONS SUMMARY - GVWR

Model M2106
Cab Size (829)..... 106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
Expected Front Axle(s) Load (lbs)..... 12000.0
Expected Pusher Axle(s) Load (lbs)..... 0.0
Expected Rear Axle(s) Load (lbs) 23000.0
Expected Tag Axle(s) Load (lbs)..... 0.0
Expected GVW (lbs) 35000
Expected GCW (lbs) 0.0
Front Axle (400)..... DETROIT DA-F-12.0-3 12,000# FF1 71.5 KPI/3.74 DROP SINGLE FRONT AXLE
Front Suspension (620) 12,000# MONO TAPERLEAF FRONT SUSPENSION
Front Hubs (418) CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
Front Disc Wheels (502)ACCURIDE 42644 ACCU-LITE 22.5X8.25 10-HUB PILOT 5.72 INSET ALUMINUM DISC FRONT WHEELS
Front Tires (093)..... MICHELIN XZE2 11R22.5 14 PLY RADIAL FRONT TIRES
Front Brakes (402)..... MERITOR 15X5 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Steering Gear (536)..... TRW THP-60 POWER STEERING
Rear Axle (420) RS-23-161 23,000# R-SERIES SINGLE REAR AXLE
Rear Suspension (622)..... 23,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD
Rear Hubs (450)..... CONMET PRESET PLUS PREMIUM IRON REAR HUBS
Rear Disc Wheels (505)..... ACCURIDE 42644 ACCU-LITE 22.5X8.25 10-HP ALUMINUM DISC REAR WHEELS
Rear Tires (094) MICHELIN X MULTI D 11R22.5 14 PLY RADIAL REAR TIRES
Rear Brakes (423) MERITOR 16.5X8.62 Q+ CAST SPIDER HEAVY DUTY CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES
Pusher / Tag Axle (443)..... NO PUSHER OR TAG AXLE
Pusher / Tag Suspension (626) NO PUSHER OR TAG SUSPENSION
Pusher / Tag Hubs (449)..... NO PUSHER OR TAG HUBS
Pusher/Tag Disc Wheels (509) NO PUSHER/TAG DISC WHEELS
Pusher / Tag Tires (095)..... NO PUSHER/TAG TIRES
Pusher / Tag Brakes (456)..... NO PUSHER/TAG BRAKES



Prepared for:
 Donald Weber
 MENLO PARK CITY OF
 701 LAUREL ST



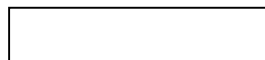
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TABLE SUMMARY - GVWR

	Front	Rear
Axle Component Weight Ratings		
Axles	12000	23000
Suspension	12000	23000
Hubs	14700	26000
Brakes	13200	23000
Wheels	14800	29600
Tires	12350	23360
Power Steering	13300	N/A
GAWR (per axle)	12000	23000
GAWR (per axle system)	12000	23000
Expected Load (per axle system)	12000	23000
GVWR due to Frame	90000	
GVWR due to Transmission	80000	
Vehicle GVWR Summary		
Calculated GVWR	35000	
Expected GVWR	35000	
All weights displayed in pounds		

Performance calculations are estimates only. If performance calculations are critical, please contact Customer Application Engineering.



Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Altec Industries, Inc

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
N/A			

Proposer's Signature: Riley Brown

Date: 1-18-2018

NJPA's clarification on exceptions listed above:

Review and Approved:

2/28/18
NJPA Legal Department



FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

In compliance with the Request for Proposal (RFP) for PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Altec Industries, Inc Date: 1-15-2018

Company Address: 210 Inverness Center Drive

City: Birmingham State: AL Zip: 35242

CAGE Code/Duns & Bradstreet Number: Cage: 1CER8 / D&B: 004001731

Contact Person: Riley Browne Title: Contract Specialist

Authorized Signature: _____
(Name printed or typed) Riley Browne

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 012418-ALT

Proposer's full legal name: Altec Industries, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be March 14, 2018 and will expire on March 14, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CRO SIGNATURE



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on March 12, 2018

NJPA Contract # 012418-ALT

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Altec Industries, Inc

Authorized Signatory's Title Contract Specialist



VENDOR AUTHORIZED SIGNATURE

Riley Browne

(NAME PRINTED OR TYPED)

Executed on March 12, 20 18

NJPA Contract # 012418-ALT



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Altec Industries, Inc

Address: 210 Inverness Center Drive

City/State/Zip: Birmingham / AL / 35242

Telephone Number: 205-991-7733

E-mail Address: riley.browne@altec.com

Authorized Signature: Riley Browne

Authorized Name (printed): Riley Browne

Title: Contract Specialist

Date: 1-15-2018

Notarized

Subscribed and sworn to before me this 16th day of Jan, 20 17

Notary Public in and for the County of Shelby State of AL

My commission expires: 3-11-18

Signature: J Lively





PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Altec Industries, Inc.

Questionnaire completed by: Riley Browne

Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?
Payment Terms are Net 30

2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Altec Industries provides Leasing and/or financing options through our subsidiary Altec Capital. Options include FMV, TRAC, and Capital leases, Equipment Finance Agreements (EFAs), and a dedicated Municipal Lease option to meet the equipment needs of our municipal customers.

The benefits of our Municipal Lease option include:

- Finance terms to match the useful life of the equipment.
- Flexible lease options to shorten life cycles and decrease maintenance costs.
- Conserves capital budget funds.
- Match payments with budget allocations.
- Non-appropriation language included.

Altec Capital Services municipal lease financing offers terms from 12 to 84 months. Municipal lessees can take advantage of low-rate financing, while simplifying the equipment acquisition process. If budget funds are not approved, simply return the equipment to Altec Capital Services at the end of the current fiscal year.

With Altec Capital Services, there is no need to look anywhere else. Municipalities can now affordably purchase equipment in a timely, simplified way. The municipal lease offering is another product that Altec Capital Services, LLC offers to our customers in an effort to become your partner.

Please feel free to visit <http://www.alteccapital.com> for more information.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.

All purchase orders are processed by Altec Industries, as we are a factory direct company. We prefer a process whereas NJPA members issue purchase orders directly to Altec Industries.

Our NJPA quotes / orders are flagged in our system upon creation, and a report is run each quarter to report this sales data to NJPA. This process is the responsibility of a team at our corporate office with visibility of our worldwide operations.

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

Yes we accept P-card. There is a fee of 3% for credit card transactions used for the purchase of major units.

Warranty

5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Please see attached warranty documents for details to supplement the answers below.

- Do your warranties cover all products, parts, and labor?
Yes, our standard warranty is 1 year parts and labor, with 90 days for travel. Additionally it includes a limited lifetime warranty on structural components on all our equipment except for Boom Truck Cranes which are 5 years.
- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
No restrictions, however products must be operated and maintained in accordance with Altec operators and maintenance manuals, programs, and bulletins.
- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
Yes, standard warranty is 90 days for travel charges.
- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
No, Altec employs Mobile Service Technicians in all 50 states and Canada. We own and operate 37 service facilities across the United States and Canada. It will be the member's decision to schedule a Mobile Service Technician to come to their site or schedule in shop service. In either case, 1-877-GO ALTEC (1-877-462-5832) is our dedicated number for members to speak with their local Parts, Mobile, or Shop Service representative.
- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
Products not manufactured by Altec which are supplied by Altec on special order would be covered under the manufacturer warranty. This would include items such as inverters, compressors, liftgates, generators, etc.
- What are your proposed exchange and return programs and policies?
Parts ordered in error or no longer needed can be returned. If it was an error on Altec's part or otherwise not the customer's fault the 10% restocking fee will be waived. However, due to the nature of our equipment and the devaluation that occurs upon title / registration, there is no exchange or return program for equipment sales.

6) Describe any service contract options for the items included in your proposal.

We have included service contract packages for member consideration. These include PM Inspections at several different intervals, DOT inspections, Dielectric Tests.

Pricing, Delivery, Audits, and Administrative Fee

7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

- A selection of aerial devices with standard service bodies and chip dump bodies mounted on chassis
- A selection of derrick devices with standard service bodies and chip dump bodies mounted on chassis
- A selection of cranes and truck-mounted hydraulic cranes
- A selection of pressure diggers.
- A selection of cable placers, stringers, tensioners, and pullers
- A selection of wood chippers.
- A selection of service bodies mounted on chassis.

A selection of chip dump bodies mounted on chassis.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Line Item Proposed Contract Pricing plus \$2/mile delivery charge (CONUS only). The pricing provided includes a discount of between 3% - 5% off MSRP. See attached ALTEC RFP 012418 Pricing - Not For Distribution, the pricing in this document is for the purposes of this bid only and is not for distribution. Altec is also including ALTEC RFP 012418 Pricing, this is the only document to be distributed.

There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Line Item List Price less 3% - 5% Discount = Proposed Contract Price.

Proposed Contract Price plus \$2/mile delivery charge (CONUS only).

See attached ALTEC RFP 012418 Pricing - Not For Distribution

There is no more aggressive pricing available in the country for cooperative procurement organizations, state purchasing departments, GPOs, municipalities, universities, or school districts.

- 10) The pricing offered in this proposal is

_____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.

_____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

___X___ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.

_____ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

2-5 Units:	1% Discount from Contract Price
6-10 Units:	1.5% Discount from Contract Price
11-19 Units:	2% Discount form Contract Price
20+ Units:	TBD at Time of Order

Note: Units must be identical to qualify for quantity rebate.

- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.

ALTEC will utilize and Open Market section for customer to be able to customize equipment as needed. The items in our Open Market section will marked at 20% above Altec cost and presented on a unique quote for each opportunity for customer review.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list

costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Delivery is the only cost not included in pricing. It applies to all customers and the price is \$2.00 / mile for CONUS. Quotes would need to be done for anything outside of the CONUS and will be priced at or below fair market value.

- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.

Altec has a team of drivers that work for us. We will also contract with approved and vetted third party drive away companies to deliver our equipment from our manufacturing facilities to the customer site. Delivery is an additional \$2.00 / mile and will be calculated at time of quote for CONUS. Anything outside of the CONUS would be contracted through a third party company and would need to be priced at time of initial quote to customer. Pricing will be at or below fair market value. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

Canada deliveries will be driven to customer site by approved and vetted third party drive away companies. Alaska, Hawaii, and worldwide deliveries will be contracted through a third party company and would need to be priced at time of initial quote to customer. Price will be at or below fair market rate. All parties participating in delivery of equipment will meet certain insurance and liability requirements.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Altec Industries has manufacturing facilities located throughout the country. If customer has a requirement for a "regional build" they can indicate this at time of quote and we will be happy to accommodate. If customer has any unique delivery requirements (such as loading equipment on a trailer for delivery, etc), they can indicate at time of quote and we will be happy to accommodate.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.

We currently run quarterly reports for NJPA orders and compare the customers on this list with members listed on NJPA's website to verify customers are members. Our Technical Sales Representatives that prepare NJPA quotes for our customers go through training on the quote process, and our quote template is up to date and posted on our internal company site. Our Account Managers must flag the truck as an NJPA quote in our system in order to receive NJPA pricing.

- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Altec Industries would like to propose a 1% fee payment to NJPA on all orders.

Industry-Specific Questions

- 19) Describe how the equipment you propose in response to this RFP simplifies the operation for end-users.

For 89 years Altec has been designing and manufacturing equipment with the end user in mind. We want operators to work "Safer and Smarter", and our equipment helps them by incorporating our experience and "voice of the customer" input during the design phase of our products. Additionally our Sales, Service, Mobile Service, and Parts networks all being comprised of Altec employees means that there is a single POC for the customer when using Altec equipment if any questions or issues arise.

- 20) Provide examples from your product offering that are not available from most competitors in this industry.

Altec is the only company in the market that offers Aerials, Derricks, Boom Truck Cranes, Chippers, Knuckleboom Cranes, and Service / Chip bodies in the same response to this RFP. We are industry leaders with our JEMS Hybrid technology, and our product development teams are constantly getting feedback from our customers regarding what to develop next. We are very proud of our IsoGrip control handle on our Aerial Devices, which is not available from anyone else.

21) Explain how your equipment in this category reduces down-time on the job site.

Advanced engineering and rigorous testing make Altec equipment the industry leader in durability. When issues arise, the Altec Service Group has over 100 Mobile Service Technicians nationwide that are available to be deployed to your location. Mobile service technicians are equipped with the trucks and tools needed to get your equipment serviced and back on the road as soon as possible. They provide on-site warranty, service and preventative maintenance solutions for our customers

Additionally, Altec Mobile Service has 24 hour emergency assistance, as well as emergency storm coverage.

22) Explain how your company has integrated technology into your equipment to provide efficiencies and analytics to save time and costs on the job.

Altec has partnered with a telematics provider to produce a series of Class 5 aerial devices equipped with enhanced technology, safety features and operating efficiency. The "connected" bucket trucks include solar panels, digital license plates and Internet connectivity via a mobile hot spot.

Many of our customers use our Radio Remote Controls to operate our equipment. This often gives the operator improved visibility of the work being performed as well as allows them to help with other tasks required instead of sitting in an operator seat.

Our Cranes are equipped with Altec LMAP (Load Moment and Area Protection) systems which display all information about the machine and load on line at any given time, helping save time on the job.

Additionally because we offer a full product line, it may be easier for operators to become familiar with our equipment and cross train between our different product lines.

23) How does your manufacturing process eliminate waste and non-value added options to keep price increases to a minimum?

Altec is keenly focuses on eliminating waste and non-value added processes, while keeping price increases to a minimum. We achieve this by running Rapid Continuous Improvement and maintaining a Closed Loop Quality System. Additionally we use the 8-D Problem Solving System and our production sites have implemented the Kanban scheduling system for lean manufacturing. We use our economies of scale to negotiate favorable arrangements from our suppliers, and utilize a FIFO system for parts that we stock.

24) Explain how your distributors are set up to provide service and support for equipment in this industry.

As a factory direct company we do not use distributors.

25) Identify how your products, services and supplies address the scope of this RFP.

Altec strives to be a full line / full service provider to the Public Utility Market. The range of our product offering allows customers to truly have a partner in their industry, with one contact for their utility equipment needs. Through the years Altec has demonstrated our ability to meet and exceed the expectations of our NJPA customers and we hope to further strengthen our relationships through this RFP.

Signature:



Date:

1-19-2018

Quoted for: City of Menlo Park
 Customer Contact:
 Phone: / Email:

Date: 9/17/2021
 Reprinted: 9/20/2021

Quoted by: Mike Blackmon
 Phone: 919-528-8058 / Email: mike.blackmon@altec.com
 Altec Account Manager: Steven Ankney

REFERENCE ALTEC MODEL		Sourcewell Price
LR860-E70	Overcenter Articulating Aerial Device (Insulated)	\$191,904

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	LR860E70-US70RM	Overcenter Articulating Aerial Device Rear Mount (ROEC required for this option only)	\$3,448
2	LR860E70-ROEC	Rear outriggers and elevator cage MUST Quote items for US70RM	\$7,675
3	LR860E70-EDC1	Engine Start/Stop With Secondary Stowage System	\$2,966

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	TH4	TOOL HOLDER FOR PRUNER. Attaches to Boom (Two (2) Pieces).	\$252
2	RW	Rear Window Guard	\$322
3	VCAM	Backup Camera System	\$994
4	JEMS-LE	JEMS LE Jobsite Anti-Idle - Compatible with AA, AN, AM, L, LR, and TA Models	\$48,745
5	JEMS-EOAC	JEMS Engine-Off Air Conditioning	\$4,558
6	JEMS-EOH	JEMS Engine-Off Heat	\$668
7	JEMS-EEOAC	JEMS Extreme Engine-Off Air Conditioning (Requires Engine-Off AC)	\$1,994
8	JEMS-LE-JC	JEMS LE Mobile/Jobsite Charge	\$4,968
9	JEMS-ACPC	JEMS 25ft Adapter Cord for 110-120VAC For Plug-In Charging	\$561
SOURCEWELL OPTIONS TOTAL:			\$269,055

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Upper Boom Auto-Stow, Hybrid Ready Unit	\$3,649
2	UNIT & HYDRAULIC ACC	Custom Lower Controls	\$740
3	BODY	Custom Line Body ILO Contract Forestry Body	\$6,945
4	BODY & CHASSIS ACC	Custom Accessories: Cab Guard, Access Ladders, ICC Bumper, O/R Pads, Cone Holder, Safety Equip., and Boom Rest. Spring Buildup, Auto Stow, Blow-Off Kit	\$6,232
5	ELECTRICAL	Beacon Strobes, Directional Light bar, Inverter w/ GFCL, PDM, Out-Of-Stow Light	\$9,333
6	FINISHING	Green Fleet Decals	\$351
7	CHASSIS	Custom 2023 Freightliner M2-106 W/ Warranty ILO Contract Chassis	\$7,636
8	OTHER	HVIP Requirements: Geotab GPS and JEMS Extended Warranty	\$3,801
OPEN MARKET OPTIONS TOTAL:			\$38,687

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$ 307,742.00
***Estimated Taxes (9.375%): \$ 28,850.81**
***Estimated CA Doc/Admin/Tire Fees: \$ 135.50**
Delivery to Customer: \$ 6,504.00
TOTAL FOR UNIT/BODY/CHASSIS: \$ 343,232.31

(C.) ADDITIONAL ITEMS (items are not included in total above)

1		HVIP Discount (Pending Availability of Funds)	\$30,000
2			

Pricing valid for 45 days

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than **660-690** days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Creedmoor, NC

*Tax/Fee Estimates are provided as a courtesy upon request and are not guaranteed to be accurate at time of invoicing.

Chassis pricing should be considered budgetary only and is subject to change when specific model year pricing becomes available from the OEM.

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Clark Equipment Company dba Doosan Portable Power

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
N/A			

Proposer's Signature: *Kristen Wallace* Date: 4/9/19

Sourcewell's clarification on exceptions listed above:

No Exceptions Noted





FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

PORTABLE CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES AND ATTACHMENTS

In compliance with the Request for Proposal (RFP) for PORTABLE CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES AND ATTACHMENTS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Clark Equipment Company dba Doosan Portable Power Date: 4/2/2019

Company Address: 1293 Glenway Drive

City: Statesville

State: NC

Zip: 28625

CAGE Code/DUNS: 33968 / 82-927-9194

Contact Person: Kristie Willett

Title: Government Account Manager

Authorized Signature: _____

Kristie Willett

Kristie Willett

(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 041719-CEC

Proposer's full legal name: Clark Equipment Company dba Doosan Portable Power

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be June 17, 2019 and will expire on June 17, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:
Jeremy Schwartz
C0FD2A139D08489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:
Chad Coquette
7E42BBF817A84CC
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on June 14, 2019

Sourcewell Contract # 041719-CEC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Clark Equipment Company dba Doosan Portable Power

Authorized Signatory's Title Government Account Manager

Kristie S. Willett
VENDOR AUTHORIZED SIGNATURE

Kristie S. Willett
(NAME PRINTED OR TYPED)

Executed on 6/14, 2019

Sourcewell Contract # 041719-CEC



Form F

PROPOSER ASSURANCE OF COMPLIANCE

Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Clark Equipment
Company dba
Doosan Infracore Portable Power

Address: 1293 Glenway Drive

City/State/Zip: Statesville, NC 28625

Telephone Number: Office: (704) 883-3772 Mobile: (704) 650-0340

E-mail Address: kristie.willett@doosan.com

Authorized Signature: Kristie Willett

Authorized Name (printed): Kristie Willett

Title: Government Account Manager

Date: 4/5/2019

Notarized

Subscribed and sworn to before me this 12th day of April, 2019

Notary Public in and for the County of Iredell State of nc

My commission expires: May 28, 2022

Signature: Lisa B. Dagenhart

LISA B. DAGENHART
NOTARY PUBLIC
Iredell County
North Carolina
My Commission Expires 5/28/22

Form P

PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Clark Equipment Company dba Doosan Portable Power

Questionnaire completed by: Kristie Willett

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30 Day Terms

- 2) Do you provide leasing or financing options, especially to those options that schools and governmental entities may need to use in order to make certain acquisitions?

We provide competitive leasing, tax free municipal leasing and other financing options for various terms, which are available through the authorized dealer locations and other third-party financing organizations such as: Wells Fargo, PNC and National Cooperative Leasing.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

All quotes are done through our Government Sales office. We work directly with our dealers to ensure that contract pricing is met. Dealers invoice the customer directly, but they are required to provide us with a quote and a copy of the PO from the customer. All sales are entered into a spreadsheet and quarterly reports are done based on that data.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Yes, Doosan Portable Power will accept government purchase cards to satisfy payment requirements. Currently, we do not charge any additional fees for credit card payments.

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Warranties will cover all parts and labor within the specified warranty period.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Customary to the manufacturing industry, usage limitations such as; length of time or number of month (i.e. 12 months) and/or the number of hours (i.e. 2000 hours). Optional Manufacturer's Warranty would also follow the aforementioned number of months/hours methodology.

- Other limitations or circumstances that would restrict or otherwise create warranty limitations are: abuse, unauthorized alterations, damage,; environmental conditions, inadequate maintenance, adjustments, normal wear/tear, consumable items, unauthorized repairs, rentals/loaner units, diagnostic time, freight charges, project/job loss and clean up time.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

Travel time for technicians will not be covered to perform warranty repair.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

Doosan Portable Power has nearly 300+ independently owned and authorized dealers throughout North America. There are multiple dealer locations within each state that will stand ready to perform service and warranty work to best serve the government customers.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for any items made by other manufacturers or not manufactured by Doosan Portable Power will be passed on to the original equipment manufacturer. All products offered in response to this RFP will be covered by the warranty of Doosan Portable Power.

- What are your proposed exchange and return programs and policies?

Doosan Portable Power will work with the customer on a case by case basis. It is our intent to create a world class customer experience and will work diligently with the customer and dealer to quickly provide resolution and minimize any disruption in the customers operation.

- 6) Describe any service contract options for the items included in your proposal.

Service contracts will only be offered by Doosan Portable Power authorized dealers. They would be quoted and ordered in conjunction with contract terms.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Doosan Portable Power's product lines fit within the scope of this Sour well RFP. Our portfolio of products includes Portable Air Compressors, Portable Generators, Light Towers and Light Compaction Equipment.

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Doosan Portable Power's pricing model will be a percentage off manufacturers suggested list price. All products will be 36% off SLP. (See Price Pages Attached).

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Doosan Portable Power discount will be 36% off the manufacturer suggested list price. Throughout the term of the contract, Doosan Portable Power will offer additional discount incentives pertinent to manufacturing pressure, discount programs and market share opportunities. (See Attached Price Pages).

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- Pricing offered in response to this Sourcewell RFP is similar or is better than some pricing offered to other GPO's, Cooperative procurement organizations, or state purchasing departments. Because of the ceiling-based pricing, our discount structure offered will allow for best value, better flexibility, better column discount considerations, market conditions, manufacturing pressures and positioned to provide more competitive discounts as needed to accommodate budgets or customer situations.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Quantity or volume discounts are available upon request. Quantities of 10 or more receive favorable discount considerations.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Doosan Portable Power will allow for "sourced" goods/products or related services or "open market" item or "nonstandard options" to be itemized and offered on Sourcewell member quotes and orders. These items would be offered by the dealer.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Additional total cost of acquisition may include items such as dealer installation of parts and accessories, set-up and delivery inspections. Costs are associated with the local dealers shop and labor rates.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Freight cost (varies by product type) from the factory to the customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. Units will be shipped from the factory to the nearest dealer for pre-delivery inspection and parts/accessories installation unless unforeseen circumstances warrant a change to this

procedure. The dealer will be responsible for making contact with the customer to arrange final delivery within the appropriate delivery times determined by the customer.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada or any offshore delivery, the customer will be responsible for additional freight, air freight, sling load, barge, ferry and any freight forwarding charges to include cargo containers. Additional charges will be reviewed by the customer prior to order and it is customary for Doosan Portable Power to work with the customer if there is a desired delivery method specified by the customer.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Other than the methods of delivery, if a unique delivery situation were to arise, Doosan Portable Power will work closely with the customer to provide the most efficient and cost-effective methods.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

From inception of the contract, Sourcewell Contract specific price pages, dealer memorandum of instruction, and ordering instructions will be distributed to the dealer network as well as District Sales Managers by the Doosan Portable Power Government Sales Office. All orders will be quoted and processed through our Government Sales Office in order to maintain consistency and audit compliance. All quotes and orders will be documented on an internal report for easy access and filtering to efficiently provide sales data for quarterly reporting to Sourcewell and administrative fee remittance.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

Doosan Portable Power proposes an administrative fee structure of no more than 1.5%. This proposed discount will allow us to offer additional incentives to Sourcewell Members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunities.

Industry-Specific Questions

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Doosan Portable Power holds certificates in accordance ISO 9001-2015 (See Attached Certificates)

- 20) Describe any environmental management system certifications obtained by your organization.

Doosan Portable Power holds certificates in accordance with ISO 14001 Environmental Systems Certification (See Attached Certificate).

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Preventative maintenance programs are available and may be purchased through the local dealer for an additional charge. Prices vary depending on model, level of service program desired.

22) Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in this Proposal related to fuel efficiency, emission reductions, or other green/sustainability factors.

Not Applicable.

Signature: Knute Wellert

Date: 4/9/19

Volvo Construction Equipment & Services

VCES San Leandro
 1944 Marina Blvd
 San Leandro, CA 94577
 Ph: (510) 357-9131
 Fx: (510) 483-7287



Proposal/Retail Order
09/02/21

Sales Rep: Scott Nadell (Mobile: 619-778-6039)

Invoice to: City of Menlo Park	Ship to: City of Menlo Park
Contact: Mr. Donald Weber	Contact: Mr. Donald Weber
Address: 333 Burgess Dr.	Address: 333 Burgess Dr.
Menlo Park, CA 94025	Menlo Park, CA 94025
Phone: (650) 330-6790	Phone: (650) 330-6790
Fax/Email: DAWeber@menlopark.org	Fax/Email: DAWeber@menlopark.org

FOB Point of Origin - Ship Via: Customer Delivery Address PREPAID COLLECT

TERMS: Net due on receipt Net due 30 days Installment plan Financing (see below)

Unit ID	Year	Make	Model	Serial No.	Hrs	Description	Total Price
TBD	2021	Doosan	P185/HP150WDO	TBD	NEW	TOWABLE 49HP AIR COMPRESSOR	\$ 21,546.67
						- See attached specifications	\$ -
						46835646 SERVICE AIR, SINGLE HOSE REEL	\$ 830.08
						*TURN HOSE REEL 90 DEG	Included
						46739785 BUMPER, REAR	\$ 165.12
						46732885 DRAWBAR, STANDARD SHIP DOWN	Included
						46731085 STD AXLE ELEC BRAKE 7 EXT DBAR	\$ 532.00
							\$ -
						50' PNEUMATIC HOSE WITH DIXON FITTINGS	\$ 152.80
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
						Factory and/or Delivery Freight	\$ 2,135.29
						Pre-Delivery Inspection Charge (PDI)	\$ 500.00

Warranty: Standard 12 Months 2000 Hours Expires: 1YR
 Standard warranty covers the full machine, bumper to bumper

 Standard Full Machine Warranty is for 1yr and runs concurrently with extended warranty.
Preventative Maintenance Contract: ACCEPTED DECLINED

Finance Details:

Equipment Total:	\$ 23,226.67
Trade-in Credit:	\$ -
Downpayment/Credit:	\$ -
Net Price:	\$ 23,226.67
Non-Taxable Items:	\$ 2,635.29
Doc Fees:	\$ -
Subtotal:	\$ 25,861.96
Sales Tax %:	9.375%
Sales Tax \$:	\$ 2,177.50
Total Price:	\$ 28,039.46

Notes:
 SOURCEWELL CONTRACT # 041719-CEC
 SOURCEWELL MEMBER # 112380

Notes:
 Machine subject to prior sale
 Hours are estimated
 Tier 4f Certified Engine
Quote valid until 12/31/21

*When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at: <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

THIS DOCUMENT IS A CONTRACT INCLUDING IMPORTANT TERMS AND CONDITIONS. I HAVE REVIEWED AND ACCEPT ALL TERMS AND CONDITIONS, INCLUDING WITHOUT LIMITATION, THOSE ON THE 2ND PAGE OF THIS CONTRACT. I HAVE READ THIS CONTRACT AND AUTHORIZE THE ENTRY OF THE ABOVE ORDER SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

Customer
 PO No. 0
Customer Signature: _____
 Title: _____
 Date: _____

VCES
Signature: _____
 Title: _____
 Date: _____

THIS ORDER NOT ACCEPTED OR BINDING UNTIL APPROVED BY AN OFFICER OF VOLVO CONSTRUCTION EQUIPMENT & SERVICES

TERMS AND CONDITIONS – EQUIPMENT SALE

1. General: The Terms and Conditions of Sale outlined herein shall apply to the sale by Volvo Road Machinery, Inc. d/b/a Volvo Construction Equipment Services (hereinafter referred to as Company) of products, equipment and parts relating thereto (hereinafter referred to as Equipment). Unless prior written agreement is reached, it shall be understood that the Company's proceeding with any work shall be in accordance with the terms and conditions outlined herein. The Company hereby gives notice of its objection to any additional or different terms included in any purchase order or other form submitted by the Purchaser. Such additional or different terms shall not be included in this contract.

The Company will comply with applicable laws and regulations as they may apply to the manufacture of the Equipment. Compliance with any local governmental laws or regulations relating to the location, use or operation of the Equipment, or its use in conjunction with other equipment, shall be the sole responsibility of the Purchaser.

2. Title and Risk of Loss: Title and risk of loss or damage to the Equipment shall pass to the Purchaser upon tender of delivery F.O.B. manufacturing facility unless otherwise agreed upon by the parties, except that a security interest in the Equipment shall remain in the Company, regardless of mode of attachment to realty or other property, until full payment has been made therefor. Purchaser agrees upon request to all things and acts necessary to perfect and maintain such security interest and shall protect Company's interest by adequately insuring the Equipment against loss or damage from any cause wherein the Company shall be named as an additional insured.

3. Assignment: Neither party shall assign or transfer this contract without the prior written consent of the other party. The Company however shall be permitted to assign or transfer, without the prior written consent of the Purchaser, the Company's right to receive all or any portion of the payment due from the Purchaser under this contract.

4. Delivery and Delays: Delivery dates shall be interpreted as estimated and in no event shall dates be construed as falling within the meaning of "time is of the essence".

The Company shall not be liable for any loss or delay due to war, riots, fire, flood, strikes, or other labor difficulty, acts of civil or military authority including governmental laws, order, priorities or regulations, acts of the Purchaser, embargo, car shortage, damage or delay in transportation, inability to obtain necessary labor or materials from usual sources, faulty forgings or castings, or other causes beyond the reasonable control of the Company. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be adjusted to reflect the actual length of time lost by reason of such delay. The Purchaser's receipt of Equipment shall constitute a waiver of any claims for delay.

5. Taxes: The price does not include any present or future Federal, State, or local property, license, privilege, sale, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, or imposed upon or result from this transaction, or any services performed in connection therewith. Such taxes will be itemized separately to Purchaser, who shall make prompt payment to the Company. The Company will accept a valid exemption certificate from Purchaser, if applicable. If such exemption certificate is not recognized by the government taxing authority involved, Purchaser agrees to promptly reimburse the Company for any taxes covered by such exemption certificate which the Company is required to pay.

6. Set Offs: Neither Purchaser nor any affiliated company or assignee shall have the right to claim compensation or to set off against any amounts which become payable to the Company under this contract or otherwise.

7. Patents: The Company shall defend any suit or proceeding brought against the Purchaser and shall pay any adverse judgment entered therein so far as such suit or proceeding is based upon a claim that the use of the Equipment manufactured by the Company, and furnished under this contract, constitutes infringement of any patent of the United States of America, provided the Company is promptly notified in writing and given the authority, information and assistance by Purchaser for defense of same; and the Company shall, at its option, procure for the Purchaser the right to continue to use such Equipment, modify it so that it becomes non-infringing, replace the same with non-infringing equipment, or remove such Equipment and refund the purchase price. The foregoing shall not be construed to include any agreement by the Company to accept any liability whatsoever with respect to patents for inventions including more than the Equipment furnished hereunder, or patents for methods and processes to be carried out with the aid of the Equipment. The foregoing states the entire liability of the Company with regard to patent infringement.

8. Warranty: The Company warrants that new Equipment manufactured by it and delivered hereunder will be free of defects in material and workmanship for the period of time specified in the applicable warranties of the Company for such Equipment, which are incorporated herein by reference.

The Purchaser shall be obligated to promptly report any failure to conform to the applicable warranty to the Company in writing within the applicable warranty period, whereupon the Company shall, at its option, correct such nonconformity by suitable repair to such Equipment or furnish a replacement part F.O.B. point of shipment, provided the Purchaser has stored, installed, maintained and operated such Equipment in accordance with good industry practices and has complied with specific recommendations of the Company. The Company shall not be liable for any repairs, replacements or adjustments to the Equipment or any costs of labor performed by the Purchaser or others without the Company's prior written approval.

The effects of corrosion, erosion and normal wear and tear are specifically excluded from the Company's warranty. Performance warranties, if any, are limited to those specifically stated within the Company's proposal. Unless responsibility for meeting such performance warranties is limited to specified shop or field tests, the Company's obligation shall be to correct in the manner and for the period of time provided in the applicable warranty.

Accessories or equipment furnished by the Company, but manufactured by others, including, but not limited to, engines, tires, batteries, engine electrical equipment, hydraulic transmissions, and carriers, shall carry whatever warranty the manufacturers have conveyed to the Company and which can be passed on to the Purchaser.

THE COMPANY MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

Correction by the Company of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformities, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such Equipment.

The Purchaser shall not operate Equipment which is considered to be defective, without first notifying the Company in writing of its intention to do so. Any such use of Equipment will be at the Purchaser's sole risk and liability.

ALL USED EQUIPMENT IS SOLD "AS IS, WITH ALL FAULTS."

9. Limitations of Liability: THE REMEDIES OF THE PURCHASER SET FORTH HEREIN ARE EXCLUSIVE, AND THE TOTAL LIABILITY OF THE COMPANY WITH RESPECT TO THIS CONTRACT OR THE EQUIPMENT AND SERVICES FURNISHED HEREUNDER, IN CONNECTION WITH THE PERFORMANCE OR BREACH THEREOF, OR FROM THE MANUFACTURE, SALE, DELIVERY, INSTALLATION, REPAIR OR TECHNICAL DIRECTION COVERED BY OR FURNISHED UNDER THIS CONTRACT, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE OF THE UNIT OF EQUIPMENT UPON WHICH SUCH LIABILITY IS BASED.

THE COMPANY AND ITS SUPPLIERS SHALL IN NO EVENT BE LIABLE TO THE PURCHASER, ANY SUCCESSORS IN INTEREST OR ANY BENEFICIARY OR ASSIGNEE OF THIS CONTRACT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS CONTRACT OR ANY BREACH THEREOF, OR ANY DEFECT IN, OR FAILURE OF, OR MALFUNCTION OF THE EQUIPMENT HEREUNDER, WHETHER BASED UPON LOSS OF USE, LOST PROFITS OR REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF EQUIPMENT OR REPLACEMENT POWER OR CLAIMS OF PURCHASER OR CUSTOMERS OF PURCHASER FOR SERVICE INTERRUPTION, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED ON CONTRACT, WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHERWISE.

10. Nuclear Liability: In the event that the Equipment sold hereunder is to be used in a nuclear facility, the Purchaser hereby releases and agrees to indemnify the Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due in whole or in part to the negligence or otherwise of the Company or its suppliers.

11. Governing Law: The rights and obligations of the parties shall be governed by the laws of the State of North Carolina excluding its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this contract.

12. Execution: The Company shall not be bound by any contract or any modification thereto until approved in writing by an officer of the Company. The contract, when so approved, shall supersede all previous communications, either oral or written, with respect to the subject matter thereof.

TERMS AND CONDITIONS – EQUIPMENT RENTAL

1. Lessee agrees to rent the Equipment for the term and at the stipulated rental rates and to pay such rental when due irrespective of any claims, demands, set-offs, actions, suits or proceedings, that it may have or assert against Lessor.

2. From the time the Equipment is shipped from Lessor's facility, until it is returned to Lessor's designated facility, Lessee shall: (i) use the Equipment solely in the conduct of its business; (ii) use and preserve the Equipment in a careful, proper and lawful manner; (iii) at its own expense keep the Equipment in good repair, condition and working order and pay the cost of any and all parts and labor required for that purpose, using only parts manufactured or furnished by the manufacturer of the Equipment; (iv) not make any material alterations to the Equipment; (v) promptly notify Lessor of any loss of or damage to the Equipment; and (vi) assume the entire risk of loss of and damage to the Equipment, and injury or death to persons, from any cause whatsoever arising under this agreement.

3. Lessor may inspect the Equipment at all reasonable times.

4. Lessee shall report and pay to the appropriate authority any and all license fees, registration fees, assessments, charges and taxes, including penalty and interest, assessed against the Equipment due to rental or use thereof and reimburse Lessor upon request for any such amounts assessed against Lessor by reason of the rental or use of the Equipment, except for taxes payable in respect to Lessor's income.

5. Lessee shall keep the Equipment at the address specified in this agreement, and not remove it therefrom without the Lessor's prior written consent. Lessee shall not assign, sublet or pledge any of the Equipment or any interest in this agreement, and any attempt to do so shall constitute an act of default hereunder.

6. The Equipment shall at all times remain personal property of Lessor regardless of the degree of its annexation to any real property and shall not by reason of any annexation become a part thereof. Lessor shall retain a security interest in the Equipment in the event that the rental of the Equipment is held by a court to constitute a lease intended for security and Lessee agrees upon request to do all things and acts necessary to perfect and maintain such security interest.

7. Lessee, at its own expense, will maintain all risk insurance coverage on the Equipment for its full replacement value, and also such other insurance as Lessor may require, in amounts and under policies acceptable to Lessor, with loss payable to Lessee and Lessor as their respective interests may appear. Upon request of Lessor, Lessee shall furnish certificates of insurance evidencing such coverage. Each policy shall provide for thirty (30) days written notice to Lessor of the cancellation or material modification thereof.

8. Lessee shall promptly notify Lessor of each accident involving any Equipment, including time, place, nature of the accident or damage, and such other information as may be known; advise Lessor of all correspondence, papers, notices, or documents received; aid in the investigation and defense of all such claims; and assist in the recovery of damages, from third parties liable therefor.

9. In the event of damage to or loss, destruction or theft of the Equipment or any part thereof, Lessee shall pay to Lessor the full value of the Equipment at the time of such occurrence except to the extent that Lessor receives proceeds of insurance covering such Equipment. Such payment may, at Lessor's option, be applied (i) to repair such Equipment, or (ii) to afford Lessee a pro rata reduction in the rental payments attributable to the lost or damaged Equipment, or (iii) to replace the Equipment with equipment of the same make and the same or later model.

10. LESSEE UNDERSTANDS THAT LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

11. LESSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS (I) RESULTING FROM THE NON-DELIVERY, DELIVERY, MANUFACTURE, INSTALLATION, USE OR OPERATION OF THE EQUIPMENT, OR FROM ANY DEFECTS IN, FAILURES, MALFUNCTIONS, REPAIRS, REPLACEMENTS OR ALTERATIONS THEREOF, OR (II) WITHOUT LIMITATION, ANY OTHER LIABILITY OF ANY NATURE WITH RESPECT TO THE EQUIPMENT, OR THIS AGREEMENT OR ANY BREACH THEREOF, OR ARISING OUT OF NEGLIGENCE. FURTHERMORE, LESSEE SHALL INDEMNIFY AND HOLD HARMLESS LESSOR, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDINGS, COSTS, EXPENSES, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM, THIS AGREEMENT OR THE BREACH THEREOF.

12. Upon termination of this agreement, Lessee will, at its own cost and expense, promptly return the Equipment to Lessor in the same condition as received, reasonable wear and tear and normal depreciation excepted.

13. If Lessee breaches its obligation to pay rentals when due or any of the other terms of this agreement, or if Lessee becomes insolvent or ceases to do business as a going concern, or if the Equipment or any part of it is abused, illegally used or misused, or if Lessee makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for arrangement or reorganization is filed by or against Lessee, or if property of Lessee is attached or a receiver is appointed for Lessee or any of Lessee's property, or if Lessee is in default pursuant to the provisions of any other agreement by and between Lessor and Lessee, or whenever Lessor may deem the rentals or Equipment insecure, the Lessee hereby authorizes Lessor to enter, with or without legal process, any premises where the Equipment may be and take possession thereof, or at the request of Lessor, Lessee will assemble the Equipment and make the Equipment available to the Lessor, in whole or in part as requested, at such place or places designated by the Lessor. All remedies herein are cumulative and any or all such remedies may be exercised in lieu of or in addition to any remedies at law, in equity or under statute. If after default this agreement is placed with an attorney for collection of unpaid rentals or enforcement of any other right or remedy of Lessor, Lessee shall pay reasonable attorney's fees. Waiver of any default shall not be a waiver of any other or subsequent default.

14. All notices required to be given hereunder shall be in writing and shall be deemed adequately given if sent by registered or certified mail to the other party at the registered address of such other party, or at such other place as either party may designate in writing to the other party.

15. The rights and obligations of the parties shall be governed by the laws of the State of North Carolina excluding its conflicts of law principles.

16. This document and any attachments hereto constitute the entire agreement of the parties with respect to the subject matter hereof. No variation or modification of this document and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by both parties.

Reference Sales Order No: TBD City of Menlo Park

Customer's Initials: _____



^ Edit Design

Your Model Y

Model Y Long Range Dual Motor All-Wheel Drive	\$54,990
Solid Black Paint	\$1,000
19" Gemini Wheels	Included
All Black Premium Interior	Included
Five Seat Interior	Included
Autopilot	Included
30-Day Premium Connectivity Trial	Included
Base Price	\$55,990
California Clean Fuel Reward	- \$750

Est. Delivery: April

Price after Est. Savings \$50,940

Savings are experienced after purchase, except for the California Clean Fuel Reward

[See how our savings are calculated](#)

Destination & doc fee \$1,200

- Hide Details

Cash

Lease

Loan

Purchase Price **\$55,990**

Price after Est. Savings \$50,940

Excluding taxes and fees

Due Today **\$250**

Non-refundable Order Fee

By placing this order, I agree to the [Model Y Order Agreement](#), [Terms of Use](#), and [Privacy Notice](#).

ORDER WITH CARD



\$55,990 Purchase price
\$50,940 After potential savings



Invoice# 2021112
Client: Menlo Park PD
Vehicle: Tesla Y
Vin #
Protection Level: B-6
Protection Package: Door Panels

October 14, 2021

Quantity	Description	Ea.	Total Cost
1	B-6 Light-weight Composite Ballistic Panels in 2 front doors with Reinforced Hinge Straps	\$6,964.00	\$6,964.00
	Ca. State Sales Tax 7.75%		\$ 539.71
	Total Cost		\$7,503.71*

*Does not include any additional options, and/or transportation costs to and from facility in Ontario

- 1) **Overview:** The ‘Anti-Intrusion Protection Package’ creates a ‘mobile safe-room’ that protects its occupants from criminals, terror attacks, active shooters, and civil unrest.
 - a) **Fortifies your vehicles doors by installing custom fit ballistic protection panels inside each front door.** Add Armor’s proprietary designs and custom installation techniques combine maximum protection with minimal additional weight. This retains the vehicle’s existing exterior appearance without compromising mechanical performance.
 - i. **Ballistic panels** are made from combination of aramid fibers (Kevlar) and steel
 - ii. **How it works:** Absorption of energy through controlled de-lamination. Multiple layers of resin-based fibers slow down and absorb the energy of the projectile to prevent it from penetrating into the passenger compartment.

3. General Terms and Conditions:

- Payment: 50% deposit up front, 50% due upon completion



- Testing/Certification:** All ballistic materials are independently tested by NTS Chesapeake, 4603 Compass Point Rd, Belcamp, MD
- Armored Vehicle Certificate** shall be issued, bearing the VIN (chassis number) of the vehicle, production date, and the level of ballistic protection.
- Warranty:** AddArmor® will extend a Lifetime Warranty on its armor up-fitting and a 24 month warranty on ballistic glass
- **Production time:** 10-14 days.
- Transportation Costs:** TBD based on address and date
- **Inspection:** We welcome inspections of our armoring facility in Ontario, California during or upon completion of the contract.
- **Location of Work:** All work on vehicles will be conducted at our main facility: 1721 E Monticello Court, Ontario CA 91761

4. Customer Service is our Purpose: Our highly experienced team is always available to advise and assist you as we build your mobile safe-room and after we're finished.

Pete Blaber
CEO/Founder
AddArmor®

Appendix A: Wiring Instructions

Account Name: Quality Coachworks, LLC
Bank Name: Wells Fargo Bank NA
Bank Branch: Lakeview Center Financial
Bank Address: Center 18529 Yorba Linda Blvd.
Yorba Linda, California 92886
Account #: 2000054957602
Routing #: 121000248

Swift Code/IBAN (if needed): WFBIUS6S



Appendix B: Ballistic Protection Chart:

EUROPEAN COMMITTEE FOR STANDARDIZATION BALLISTIC LEVELS	BULLET TYPE	MASS	VELOCITY	OTHER STANDARDS
B4	<ul style="list-style-type: none"> • 9mm • .38 Special • .357 Magnum • .44 Magnum 	<ul style="list-style-type: none"> • 124gr • 158gr • 158gr • 240gr 	<ul style="list-style-type: none"> • 427 mps / 1400 fps • 259 mps / 900 fps • 425 mps / 1395 fps • 427 mps / 1400 fps 	<ul style="list-style-type: none"> • National Institute of Justice 3A
B5	<ul style="list-style-type: none"> • 7.62X33/.30 CAL Carbine • 7.62X39/AK-47 	<ul style="list-style-type: none"> • 110gr • 123gr 	<ul style="list-style-type: none"> • 600mps / 2200 fps • 715 mps / 1400 fps 	
B6	<ul style="list-style-type: none"> • 7.62X51 mm/M-80 • .308 Winchester FMJ • 5.56X45mm/M-16/193 	<ul style="list-style-type: none"> • 149gr • 150gr • 45gr 	<ul style="list-style-type: none"> • 838 mps / 2750 fps • 838 mps / 2750 fps • 919 mps / 3250 fps 	<ul style="list-style-type: none"> • National Institute of Justice 3
B7	<ul style="list-style-type: none"> • 30.06 AP (Armor Piercing) 	<ul style="list-style-type: none"> • 166gr 	<ul style="list-style-type: none"> • 869 mps/2850 fps 	<ul style="list-style-type: none"> • National Institute of Justice 4



Graphics on the Edge
635 Bair Island Rd., #307
Redwood City, CA 94063
650-255-4661
Chrisentia@GraphicsOnTheEdge.com

Quote

Date	Quote #
10/19/2021	2018-404

City of Menlo Park
 333 Burgess Drive
 Menlo Park, CA 94025

Rep	Project
CP	

Description	Qty	Total
TESLA Model Y Roof Wrap / Inside-Outside / White-Black 5' X 4'	1	450.00T
Decals Graphics Lettering / Logos / Roof Numbers	1	480.00T
Installation/Labor	1	400.00
Sales Tax		86.03
Total		\$1,416.03



1140 Old County Road, Suite A
Belmont, CA 94002-3919

phone 650-367-1992 | 800-383-2929
fax 650-832-1943

Sales Order # 45505

This quote valid for 30 days.

Quote Date: 6/24/2021

Sched Ship Date: 6-8 weeks

Bill To:

*CITY OF MENLO PARK, POLICE DEPT
Attn: Dani O'Connor
701 LAUREL ST
MENLO PARK, CA 94025-3441

Ship To:

Menlo Park Police Dept.
Don Weber
701 Laurel St.
Menlo Park CA 94025
650-330-6790

PO #

Rep: SINGR
Singer@MetroMobile.com

Terms: Net 30

Qty	Item Id	Description	Unit Price	Extended Price
1	EQUIPMENT	Kenwood NX-5800BK Mobile Radio	629.00	629.00T
1	OTHER	5AFM Single Remote Head Package	799.00	799.00T
1	OTHER	KCT-46 Ignition Sense Kit	14.00	14.00T
1	SERVICE	Labor: L-5029 Factory Configuration Code	75.00	75.00
1	SERVICE-basic	Labor: assemble, program, and bench check NX5800	125.00	125.00
1	SHIPPING	Shipping	15.00	15.00

Subtotal \$1,657.00

Sales Tax (9.25%) \$133.39

Total \$1,790.39

MMC Rep Signature

Date

Authorized Purchaser Signature

Date



Priority 1 Public Safety Equipment Installation Inc.

425 Harbor Blvd. #6
Belmont, CA 94002-4048
TEL: (650) 654-9900
FAX: (650) 654-9947

Estimate

Date	Estimate #
10/19/2021	3164

Name / Address
City of Menlo Park 701 Laurel St Menlo Park, CA 94025

Attention
Don Weber TEL: 650-330-6790

Vehicle#	Terms	Rep
Tesla Model Y	Net 30	Marc

Item	Description	Qty	Total
PRI-KIT	Wire harness-Relays, diodes, connectors, hardware etc.	1	650.00T
Paint	Paint four doors white	1	1,200.00T
PDU-8S	Power Management System	1	265.00T
EB8DEDE	Whelen Legacy WCX 48" dual color lightbar.	1	2,190.00T
Misc	Low profile lightbar feet	1	190.00T
Z3	Code 3 Z3 siren controller	1	862.50T
sa315P	Whelen low profile siren speaker	1	275.00T
SAK9	Whelen universal siren speaker bracket for 315 series speaker.	1	40.00T
ULF44	Whelen four outlet, four channel L.E.D flasher	1	75.00T
LINSV2R	Whelen V series puddle light red	1	205.00T
LINSV2B	Whelen V series puddle light blue	1	205.00T
EMPS2STS4D	Sound Off Mpower red/white stud mount	1	113.00T
EMPS2STS4E	Sound Off Mpower blue/white stud mount	1	113.00T
TLIR	ION T-Series Linear LT Red	1	95.00T
TLIB	ION T-Series Linear LT Blue	1	95.00T
ARGES2	Whelen Arges Profocus remote spot/flood combo	2	1,200.00T
ARGFM	Whelen flat mount for Arges spotlight	2	60.00T
ARGCH1	ARGES bail MT control head. Control head for spotlight	2	450.00T
PSCOMPL	Whelen strip-lite	1	70.00T
EMPS2STS4D	Sound Off Mpower red/white stud mount dome light	1	113.00T
Misc	Setina PB450 Pushbumper for Tesla Model Y	1	945.00T
Misc	Setina #10DXL Coated Poly Partition	1	825.00T
Misc	Setina 12VS 2ND Partition	1	465.00T
Misc	Setina Full Replacement Prisoner Seat	1	875.00T
Subtotal			
Sales Tax (9.25%)			
Total			



**Priority 1 Public Safety
Equipment Installation Inc.**

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Belmont, CA 94002-4048
TEL: (650) 654-9900
FAX: (650) 654-9947

Estimate

Date	Estimate #
10/19/2021	3164

Name / Address
City of Menlo Park 701 Laurel St Menlo Park, CA 94025

Attention
Don Weber TEL: 650-330-6790

Vehicle#	Terms	Rep
Tesla Model Y	Net 30	Marc

Item	Description	Qty	Total
Misc	Setina Equipment Console	1	550.00T
GK11191B1SSVSCA	Setina dual T-Rail gun mount with one Blac-Rac and one small lock.	1	965.00T
MMSU1	Magnetic mic clip kit.	2	66.00T
Misc	Computer mounting solution	1	700.00T
Misc	Stinger charger base and cord	1	53.00T
Labor	Install and wire emergency equipment	1	7,500.00T
Freight	Freight	1	390.00T
Subtotal			\$21,800.50
Sales Tax (9.25%)			\$2,016.55
Total			\$23,817.05

Figure 1: Current City of Menlo Park fleet vehicle types

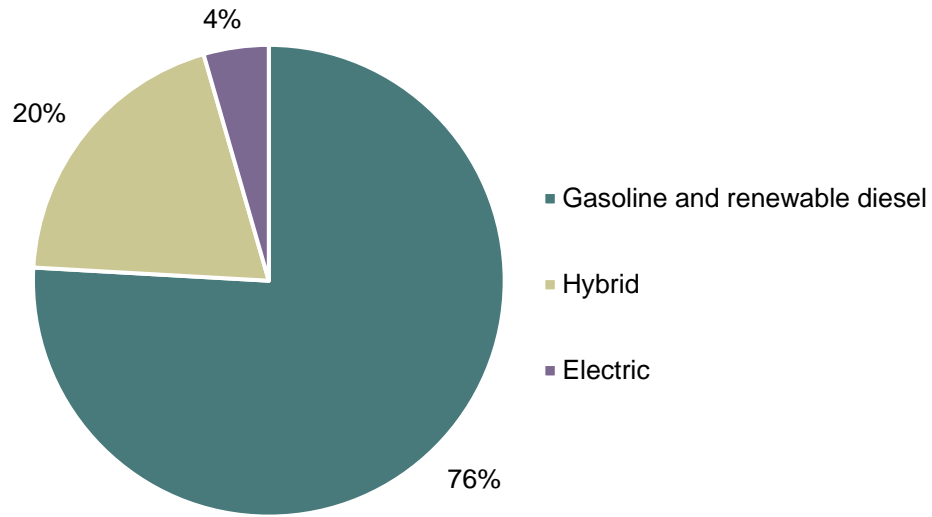


Figure 2: Police department fleet vehicle purchase comparison

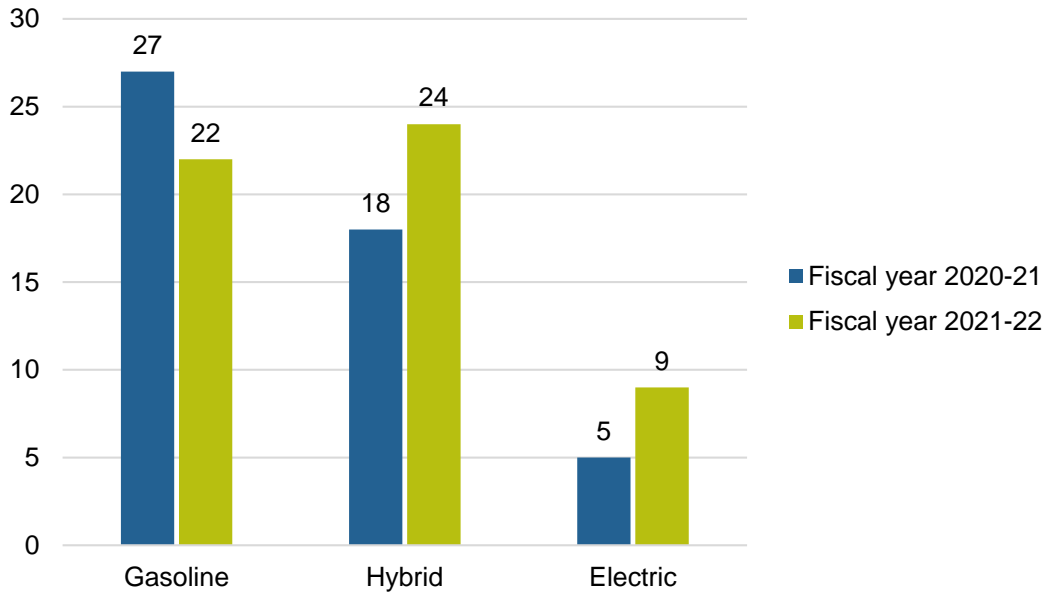
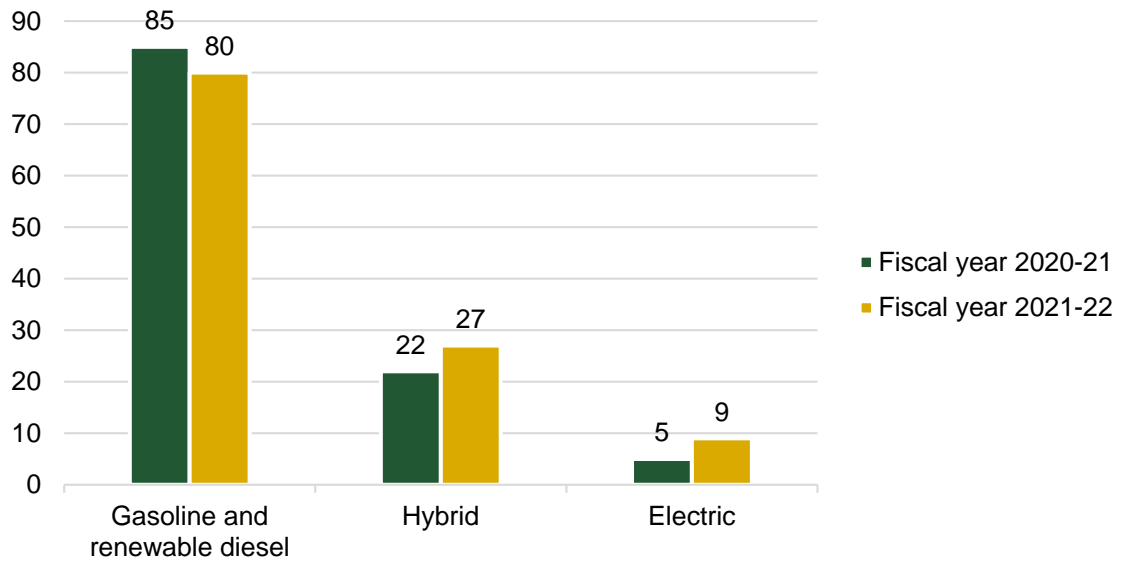


Figure 3: City fleet inventory comparison





STAFF REPORT

City Council
Meeting Date: 10/26/2021
Staff Report Number: 21-212-CC

Consent Calendar: Adopt Resolution No. 6683 modifying the City Council's regular meeting schedule to include November 16 and December 7, 2021

Recommendation

Staff recommends that the City Council adopt Resolution No. 6683 (Attachment A) modifying the City Council's regular meeting schedule to include November 16 and December 7, 2021.

Policy Issues

Ordinance No. 1074 (Attachment B) allows the City Council to adopt a different meeting schedule by resolution.

Background

On December 15, 2020, the City Council unanimously voted to introduce Ordinance No. 1074. At the January 12, 2021 City Council, the unanimously voted to waive the second reading and adopt Ordinance No. 1074. This ordinance codified the City Council's current practice of conducting regular meetings on the second and fourth Tuesday of every month with a 5 p.m. start time

Analysis

The adoption of the regular City Council meeting schedule included regular meetings on the second and fourth Tuesdays of the month. The November 16, 2021 (third Tuesday) and December 7, 2021 (first Tuesday) meetings were included in the adoption as special meetings due to year-end travel schedules and holiday observances.

According to Government Code 36934, ordinances shall not be passed within five days of their introduction, nor at other than a regular meeting or at an adjourned regular meeting. The need to include November 16 and December 7, 2021 as regular City Council meetings allows for upcoming ordinance adoptions.

Resolution No. 6683 will update the City Council meeting schedule to include November 16 and December 7, 2021 as regular meetings, allowing for the adoption of upcoming ordinances and general public comment at those meetings.

Impact on City Resources

There is no impact on City resources.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it is a minor change that will not result in any direct or indirect physical change in the environment.

Attachments

- A. Resolution No. 6683
- B. Ordinance No. 1074

Report prepared by:
Judi A. Herren, City Clerk

RESOLUTION NO. 6683

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
ADDING NOVEMBER 16, 2021 AND DECEMBER 7, 2021 TO THE CITY
COUNCIL SCHEDULE OF REGULAR MEETINGS**

WHEREAS, the City of Menlo Park ("City") wishes to add November 16, 2021 and December 7, 2021 to the City Council schedule of regular meetings.

WHEREAS, Ordinance No. 1074 allows the modification of the approved City Council meeting scheduled through the adoption of a resolution;

WHEREAS, Section 2.04.010 of the Menlo Park Municipal Code reads as follows:

2.04.010. Regular Meetings – Days and time. **

A regular meeting of the City Council shall be held on the second and fourth Tuesday of every month commencing at five p.m., unless the City Council adopts a different schedule by resolution at the beginning of the year. A regular meeting of the City Council may be canceled (i) by notice at a prior City Council meeting, or (ii) by notice to all of the City Council members of not less than twenty-four (24) hours prior to the meeting and by posting a notice of cancellation at all locations where public notices are regularly posted by the City.

** For state law as to council meetings, see Gov. Code sections 36805 to 36808, 54950 to 65960.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MENLO PARK HEREBY RESOLVES:

November 16, 2021 and December 7, 2021 shall be added as regular meeting dates to the 2021 Schedule of Regular City Council meetings of the City of Menlo Park.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of October, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ___ day of October, 2021.

Judi A. Herren, City Clerk

ORDINANCE NO. 1074

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MENLO PARK AMENDING SECTION 2.04.010 OF CHAPTER 2.04 (CITY COUNCIL) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE MENLO PARK MUNICIPAL CODE

WHEREAS, the City of Menlo Park ("City") wishes to change the time when the City Council holds its regularly scheduled meetings and the methods for canceling a City Council meeting.

THE CITY COUNCIL OF THE CITY OF MENLO PARK DOES ORDAIN AS FOLLOWS:

SECTION 1. AMENDMENT OF CODE. Section 2.04.010 of the Menlo Park Municipal Code is amended to read as follows:

2.04.010. Regular Meetings – Days and time. **

A regular meeting of the City Council shall be held on the second and fourth Tuesday of every month commencing at five p.m., unless the City Council adopts a different schedule by resolution at the beginning of the year. A regular meeting of the City Council may be canceled (i) by notice at a prior City Council meeting, or (ii) by notice to all of the City Council members of not less than twenty-four (24) hours prior to the meeting and by posting a notice of cancellation at all locations where public notices are regularly posted by the City.

** For state law as to council meetings, see Gov. Code sections 36805 to 36808, 54950 to 65960.

SECTION 2. EFFECTIVE DATE AND PUBLISHING. This ordinance shall take effect 30 days after adoption. The city clerk shall cause publication of the ordinance within 15 days after passage in a newspaper of general circulation published and circulated in the city or, if none, the posted in at least three public places in the city. Within 15 days after the adoption of the ordinance amendment, a summary of the amendment shall be published with the names of the City Councilmembers voting for and against the amendment.

INTRODUCED on the fifteenth day of December, 2020.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said City Council on the twelfth day of January, 2021 by the following vote:

AYES: Mueller, Taylor, Wolosin, Nash, Combs

NOES: None

ABSENT: None

ABSTAIN: None

//

//

Ordinance No. 1074
Page 2 of 2

APPROVED:

DocuSigned by:
Drew Combs
52C1D491348F4A3...
Drew Combs, Mayor

ATTEST:

DocuSigned by:
Judi A. Herren
39280A20D0BE491...
Judi A. Herren, City Clerk

**STAFF REPORT****City Council****Meeting Date:** 10/26/2021**Staff Report Number:** 21-206-CC**Public Hearing:**

Resolution No. 6679: Consider adoption of a Resolution of Necessity and authorize the initiation of eminent domain proceedings to acquire property interests necessary for the Menlo Park Community Campus Project

Recommendation

Staff recommends that the City Council open the hearing on the Resolution of Necessity, take testimony, close the hearing, and consider adopting the following resolution authorizing the acquisition of the identified properties by eminent domain for the Menlo Park Community Campus Project:

1. Adopt Resolution No. 6679 (Attachment A) to Determine the Necessity to Acquire Property and an Emergency Vehicle and Emergency Access Easement by Eminent Domain for the Construction of the Menlo Park Community Campus Project; to Authorize the Commencement of Litigation to Acquire the Property and Emergency Vehicle and Emergency Access Easement by Eminent Domain; and to Seek an Order of Possession (Code of Civil Procedure section 1245.220)

Policy Issues

This Menlo Park Community Campus project ("Project") is one of the City's top priorities. A timely decision on the Resolution of Necessity is critical to maintaining the Project schedule. Affirmative votes from four City Councilmembers is required to adopt the resolution.

Background

On January 12, 2021, the City Council approved the Project at 100 Terminal Avenue. The Project involves the construction of a new multigenerational facility to incorporate the current Onetta Harris Community Center, Menlo Park Senior Center, Belle Haven Youth Center (child care), Belle Haven Pool and branch library. The Project requires the acquisition of certain parcels and an emergency vehicle and emergency access ("EVEA") easement from Pacific Gas & Electric ("PG&E".) Information related to the Project, including all previous meetings, is available on the City-maintained webpage (Attachment B.) An illustrative site plan is included as Attachment C. The demolition of the existing facilities is nearly complete and construction of the new building's foundation is scheduled to commence at the end of October 2021. The target completion date of the Project is 2023.

AnalysisProject site

The City of Menlo Park owns the land where the MPCC structure and pool is being constructed as well as a parking lot adjacent to Beechwood School. PG&E owns three parcels adjacent to the City's properties:

(1) the Belle Haven Substation (“Lot 28”); (2) a parcel adjacent to the proposed future pool (“Lot 27”); and (3) a parcel in the proposed future parking lot (“Lot 2”). (See Attachment C.) The City has used Lots 2 and 27 for parking, paved access areas, and utility lines pursuant to a PG&E granted revocable license since 1959. The City has used a portion of Lot 28 for a playground pursuant to a separate PG&E granted revocable license since 1977.

The Project requires the City to acquire fee interests in Lots 2 and 27 (together, the “Property”), subject to easements for PG&E’s electrical facilities, to ensure adequate parking and circulation for the Project. The Property is also required for the installation of underground utilities such as water, recycled water, and sanitary sewer pipes to serve the Project and other properties in the vicinity. Without the Property, the size of the pool and the solar carports would need to be decreased. Acquisition of Lot 2 also allows the City to increase the size of solar carport to help power the Project, which is all-electric. The Project also requires the City to acquire the EVEA easement on Lot 28 so that, in the event of an emergency, emergency personnel have adequate access to the completed Project. The Menlo Park Fire Protection District is requiring the EVEA easement as a condition of approval of the Project. Alternative site designs to meet these emergency access requirements would have entailed a reduction of the building footprint and/or pool area.

Appraisal and offer

California law (California Government Code Section 7267, et seq.) requires public agencies to appraise the fair market value of the property they intend to acquire and to offer no less than the appraised fair market value as “fair and just compensation.” Section 1263.320 of the Code of Civil Procedures defines “fair market value” as:

- the highest price on the date of valuation that would be agreed to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular necessity for so doing, each dealing with the other with full knowledge of all the uses and purposes for which the property is reasonably adaptable and available.

The City retained the services of Fabbro, Moore & Associates, Inc., a well-established and respected appraisal firm with an office in Redwood City, to appraise the Property and EVEA easement. On September 13, 2021, the City sent a letter containing a formal offer to PG&E. On October 11, 2021, the City sent a letter containing an updated formal offer to the PG&E. Negotiations have commenced, and are ongoing. To date, PG&E has not expressed any opposition to the Project, nor to the City’s commencement of eminent domain proceedings to acquire the Property and EVEA easement.

It is uncertain that all of the property rights necessary for the Project can be acquired through negotiations in time to meet the scheduled start of Project construction. Having the ability to use the City’s powers of eminent domain is recommended as a contingency measure to ensure the Property and the EVEA are acquired in time to meet the construction schedule. Eminent domain is a power the City of Menlo Park has used judiciously and very sparingly.

Eminent domain

In order for a public agency in California to initiate eminent domain proceedings, its governing body must adopt a resolution of necessity in a public hearing. A two-thirds vote is required to adopt a Resolution of Necessity. Code of Civil Procedure Section 1245.230 provides that in order to adopt a resolution of necessity, the City Council must make the following four findings for each parcel to be taken:

1. The public interest and necessity require the project
 - i. First, the City Council must find that the public interest and necessity require the Project. The Project involves the construction a new multigenerational facility to incorporate the current Onetta Harris Community Center, Menlo Park Senior Center, Belle Haven Youth Center (child care), Belle Haven Pool and branch library. The Property is required to ensure adequate parking and circulation for the Project. The Property is also required for the installation of underground utilities such as water, recycled water and sanitary sewer pipes to serve the Project and other properties in the vicinity. The EVEA easement over a portion of lot 28 is required to provide access to the Project in the event of an emergency. The Menlo Park Fire Protection District is requiring this access as a condition of approval of the Project. Alternative site designs to meet these emergency access requirements would have entailed a reduction of the building footprint and/or pool area, thus reducing public use of the facility. The Project is for a public use and would not be possible if the City could not acquire the Property and the EVEA easement.
2. The interests sought to be acquired are necessary for the project
 - i. Second, the City Council must find that the interests sought to be acquired are necessary for the Project. As described previously, the Property and the EVEA easement sought to be acquired by eminent domain are necessary for the Project. The improvements described above cannot be completed without acquisition of the Property and the EVEA easement. The Project would need to be redesigned to reduce the usable areas available to the public in the facility.
3. The project is located in such a manner as to offer the greatest public benefit with the least private detriment
 - i. Third, the City Council must find that the Project is located in such a manner as to offer the greatest public benefit with the least private detriment. Acquiring the Property and the EVEA easement through eminent domain will enable new parking, pedestrian, utility, and landscaping improvements to be constructed as part of the Project. The Property and EVEA easement to be acquired is owned by a publicly regulated utility and would not adversely impact existing electrical facilities as the City will acquire the Property subject to easements in PG&E's favor for such utilities. Through the Project, emergency vehicle access to the existing Belle Haven electrical substation would be improved. Adjacent privately owned residential and educational properties are not adversely impacted by the Project. The Project has been designed to afford the greatest public benefit with the least possible burden on the affected private property owners.
4. A Government Code offer has been extended to each property owner
 - i. Fourth, the City Council must find that the City has extended an offer pursuant to Government Code Section 7267.2 to the property owner. As discussed above, the City made efforts to reach a negotiated settlement with the property owner. On September 13, 2021, the City sent PG&E an offer pursuant to Government Code Section 7267.2. On October 11, 2021, the City sent PG&E an updated offer pursuant to Government Code Section 7267.2.

As explained above, it is uncertain whether all of the property rights necessary for the Project can be acquired through negotiations in time to meet the scheduled Project timeline. Accordingly, on October 11, 2021, PG&E was provided a noticed of the intention of the City to consider adoption of a Resolution of Necessity to acquire the Property and the EVEA easement by eminent domain at its meeting Tuesday, October 26, 2021.

A hearing on the Resolution of Necessity must be held and the resolution approved by a two-thirds vote of the City Council before the City moving forward with eminent domain. The City Council's adoption of a Resolution of Necessity authorizes the City to file a complaint in eminent domain, to deposit the probable amount of just compensation with the State Treasury, and to obtain an order for prejudgment possession

of the Property and the EVEA easement. The purpose of the hearing on the Resolution of Necessity is to provide the property owner with an opportunity to address the City Council on this matter. However, the amount of compensation owed for the acquisition will be decided through negotiations or by a court of law, and is not a proper matter to be discussed at the public hearing.

Impact on City Resources

The Project budget does not include funds for acquisition of the Property. However, the City Council previously authorized staff to offer PG&E, as required by Government Code section 7267.2, an amount equal to the Property's and EVEA easement's appraised fair market value (\$610,000.) Staff will return with the appropriate budget amendment at a future City Council meeting.

Environmental Review

On January 12, the City Council found the Project categorically exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15302 Replacement of Existing Facilities. The need for proposed acquisitions were addressed at that time. On January 21, staff filed a notice of exemption with the San Mateo County clerk.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 24 hours prior to the meeting. In addition, the City provided notice to PG&E 15 days prior to the hearing, included as part of Attachment A, and sent electronic notices via Nextdoor, Facebook and directly to Project email and text update subscribers from the Project page (Attachment B.)

Attachments

- A. Resolution of Necessity No. 6679
- B. Hyperlink – project page: menlopark.org/communitycampus
- C. Illustrative site plan, dated October 21, 2021

Report prepared by:
Justin Murphy, Deputy City Manager

RESOLUTION NO. 6679

A RESOLUTION TO DETERMINE THE NECESSITY TO ACQUIRE PROPERTY AND AN EMERGENCY VEHICLE AND EMERGENCY ACCESS EASEMENT BY EMINENT DOMAIN FOR THE CONSTRUCTION OF THE MENLO PARK COMMUNITY CAMPUS PROJECT; TO AUTHORIZE COMMENCEMENT OF LITIGATION TO ACQUIRE PROPERTY AND EMERGENCY VEHICLE AND EMERGENCY ACCESS EASEMENT BY EMINENT DOMAIN; AND TO SEEK AN ORDER OF POSSESSION (CODE OF CIVIL PROCEDURE SECTION 1245.220)

WHEREAS, the City Council has determined that the City of Menlo Park (“**City**”) needs to acquire certain property interests in order to construct a new multigenerational facility to incorporate the current Onetta Harris Community Center, Menlo Park Senior Center, Belle Haven Pool, and Belle Haven Youth Center (child care), and branch library.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City, by vote of two-thirds or more of its members, FINDS, DETERMINES, DECLARES, AND RESOLVES the following:

1. The City is constructing a new multigenerational facility to incorporate the current Onetta Harris Community Center, Menlo Park Senior Center, Belle Haven Youth Center (child care), Belle Haven Pool and branch library (“**Project**”). The Project is for a public use.

2. To construct the Project, the City needs to acquire: (1) a fee interest in that certain approximately 11,501 square foot parcel of real property identified as Lot 2, Block 43, Tract 525 of the Belle Haven City Subdivision (SBE Parcel No. 135-41-20, Parcel 3) (“**Lot 2**”) subject to an easement for Pacific Gas & Electric Company’s (“**PG&E**”) existing electricity lines as more particularly described and depicted in Exhibit 1; (2) a fee interest in an approximately 5,846 square foot portion of that certain real property identified as Lot 27, Block 43, Tract 525 of the Belle Haven City Subdivision (portion of SBE Parcel No. 135-41-20B, Parcel 1) (“**Lot 27**”) subject to an easement for PG&E’s existing electricity lines as more particularly described and depicted in Exhibit 2; and (3) an approximately 5,447 square foot emergency vehicle and emergency access easement over a portion of Lot 28, Block 43, Tract 525 of the Belle Haven City Subdivision (portion of SBE Parcel No. 135-41-20B, Parcel 1) (“**Lot 28**”) as more particularly described and depicted in Exhibit 3. Lot 2, Lot 27, and the emergency vehicle and emergency access easement over a portion of Lot 28 are collectively referred to herein as the “**Property**.” The Property is necessary to the completion of the Project.

3. The City is authorized to acquire the Property by eminent domain for the public use set forth herein in accordance with the California Constitution, Article 1, Section 19; the California Eminent Domain Law, Code of Civil Procedure Sections 1230.010 *et seq.*, including, but not limited to, sections 1240.010 through 1240.050 inclusive, and sections 1240.110, 1240.120, 1240.150, 1240.220, 1240.320, 1240.330, 1240.350, 1240.410, 1240.420, 1240.510, 1240.610, 1240.630, 1240.650, and 1240.660; Government Code sections 37350.5, 38730, 40401, and 40404; Streets & Highway Code Section 10102; and other provisions of law.

4. On October 11, 2021, the City mailed a Notice of Intention to Adopt a Resolution of Necessity for acquisition by eminent domain of the Property, which notice is attached hereto as Exhibit 4, and incorporated herein. Because the Property is not listed on the County Assessment Roll, Notice of Intention to Adopt a Resolution of Necessity was mailed to all persons whose name(s) appear on the last Equalized State Board of Equalization Assessment

Role as having an interest in the Property, and to the addresses appearing on the Roll. Notice was also sent via email to PG&E land agent Lam Vu and PG&E attorney Cesar Alegria. The Notice of Hearing advised the persons of their right to be heard on the matters referred to in the Notice of Hearing on the date and at the time and place stated.

5. The hearing referenced in the Notice of Intention was held on October 26, 2021, at the time and place stated in said notice, and all interested parties were given an opportunity to be heard. The hearing was then closed.

6. Based upon the evidence presented at the hearing, the City Council of the City of Menlo Park finds, determines, declares, and resolves each of the following:

- A. The public interest and necessity require the proposed Project;
- B. The interests in the Property sought to be acquired by eminent domain are necessary for the proposed Project;
- C. The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- D. The City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property described herein, as well as any other matter regarding the right to take said Property by eminent domain, including but not limited to, making the offer required by Government Code Section 7267.2(a); and
- E. The City fully complied with the California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*, for acquiring the Property described herein when on January 12, 2021, the City determined that the Project is exempt from CEQA pursuant to the Class 2 categorical exemption (Replacement or Reconstruction). (14 C.C.R. § 15302.)

7. The City Attorney is hereby authorized to acquire in the name of the City the Property described in this Resolution in accordance with the provisions of California Eminent Domain Law, to commence an action in eminent domain, to deposit the probable amount of compensation with the California State Treasury, to apply to the Superior Court for an order permitting the City to take immediate possession and make immediate use of the Property for the Project, and to take all necessary steps to acquire the Property under the law.

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I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of October, 2021, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ___ day of October, 2021.


Judi A. Herren, City Clerk

EXHIBIT 1

LEGAL DESCRIPTION
BEING A SINGLE PARCEL OF LAND
SAID PARCEL IS LOCATED
IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BEING ALL OF LOT 2, BLOCK 43, TRACT 525 BELLE HAVEN CITY, AS RECORDED IN BOOK 6 PAGE 23
RSM IN MAY 1940 IN THE OFFICE OF THE SAN MATEO COUNTY RECORDER

CONTAINING 11,501 SQUARE FEET OR 0.264 ACRES, MORE OR LESS.


ERIC S GILBERTSEN, PLS NO. 7545 9/10/2021
DATE



2250 Douglas Blvd., Suite 200
Roseville, CA 95661
O: 916.772.7688
F: 916.772.7699
www.kpff.com

EXHIBIT "A" LEGAL DESCRIPTION - PROPOSED LAND EXCHANGE CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA	DATE:	9/10/2021
	DRAWN BY:	TS
	PROJECT NO.	2100-142
	SHEET:	1 OF 2

LOT 2, BLOCK 43, TRACT 525 BELLE HAVEN CITY
RECORDED MAY 1940, IN BOOK 6 PAGE 23 RSM
IN THE CITY OF MENLO PARK, SAN MATEO COUNTY, STATE OF CALIFORNIA

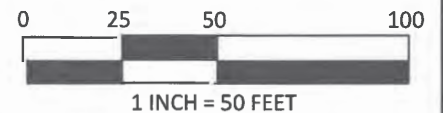


LEGEND:

-  PROPERTY LINE
-  ADJACENT PROPERTY
-  CENTER LINE
-  RIGHT-OF-WAY LINE



SCALE



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EXHIBIT "B"

DIAGRAM - PROPOSED LAND EXCHANGE
CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA

DATE:	9/10/2021
DRAWN BY:	TS
PROJECT NO.	2100-142
SHEET:	2 OF 2

EXHIBIT 2

LEGAL DESCRIPTION
BEING A SINGLE PARCEL OF LAND

SAID PARCEL IS LOCATED

IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BEING ALL OF LOT 27, BLOCK 43, TRACT 525 BELLE HAVEN CITY, AS RECORDED IN BOOK 6 PAGE 23 RSM, IN MAY 1940, IN THE OFFICE OF THE SAN MATEO COUNTY RECORDER.

EXCEPT THE FOLLOWING PORTION AS SHOWN ON RESOLUTION NUMBER 2754 IN THE CITY OF MENLO PARK, AS RECORDED IN VOLUME 6754 PAGE 446 OF THE OFFICIAL RECORDS OF SAN MATEO COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY BOUNDARY LINE OF LOT 27 OF BLOCK 43 AS SHOWN UPON THE MAP OF TRACT 525, BELLE HAVEN CITY, FILED FOR RECORD IN BOOK 23 OFFICIAL MAPS AT PAGE 6, SAN MATEO COUNTY RECORDS, WITH THE SOUTHERLY BOUNDARY LINE OF TERMINAL AVENUE SHOWN UPON SAID MAP OF TRACT 525, SAID LOT 27 BEING THE PARCEL OF LAND CONVEYED BY MABEL H. RUSELING TO PACIFIC GAS AND ELECTRIC COMPANY BY DEED DATED OCTOBER 24, 1950 AND RECORDED IN BOOK 1965 OF OFFICIAL RECORDS AT PAGE 348, SAN MATEO COUNTY RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID WESTERLY BOUNDARY LINE SOUTH 4° 59' 20" EAST DISTANCE OF 99.56 FEET, THENCE LEAVING SAID WESTERLY BOUNDARY LINE NORTH 31° 41' 00" EAST A DISTANCE OF 98.15 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID TERMINAL AVENUE: THENCE RUNNING ALONG SAID SOUTHERLY BOUNDARY LINE OF TERMINAL AVENUE, NORTH 73° 35' 38" WEST A DISTANCE OF 31.47 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 240.00 FEET, THENCE ALONG SAID CURVE AN ARC DISTANCE OF 30.78 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

CONTAINING 5,846 SQUARE FEET OR 0.134 ACRES, MORE OR LESS.




ERIC S GILBERTSEN, PLS NO. 7545

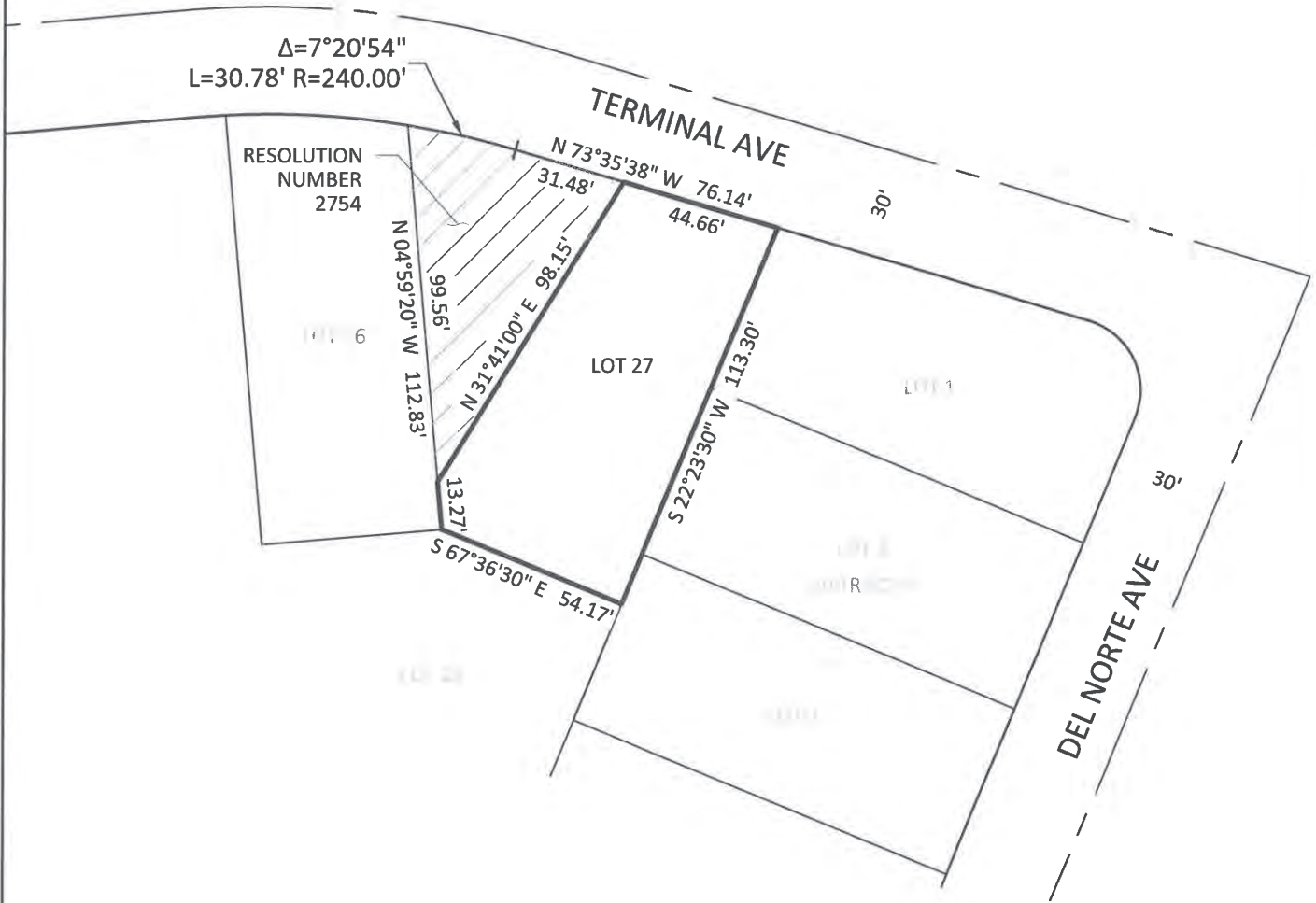
9/10/2021
DATE







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EXHIBIT "A" LEGAL DESCRIPTION - PROPOSED LAND EXCHANGE CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA	DATE:	9/10/2021
	DRAWN BY:	TS
	PROJECT NO.	2100-142
	SHEET:	1 OF 2

LOT 27, BLOCK 43, TRACT 525 BELLE HAVEN CITY
RECORDED MAY 1940, IN BOOK 6 PAGE 23 RSM
IN THE CITY OF MENLO PARK, SAN MATEO COUNTY, STATE OF CALIFORNIA



LEGEND:

-  PROPERTY LINE
-  ADJACENT PROPERTY
-  CENTER LINE
-  RIGHT-OF-WAY LINE



SCALE



1 INCH = 50 FEET



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EXHIBIT "B"

DIAGRAM - PROPOSED LAND EXCHANGE
CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA

DATE:	9/10/2021
DRAWN BY:	TS
PROJECT NO.	2100-142
SHEET:	2 OF 2

EXHIBIT 3

EMERGENCY VEHICLE AND EMERGENCY ACCESS EASEMENT

Pacific Gas & Electric Company, a California Corporation (“**PG&E**”) is the owner of that certain real property commonly known as the Belle Haven Substation designated as Lot 28, Block 43, Tract 525 of the Belle Haven City Subdivision (portion of SBE Parcel No. 135-41-20B, Parcel 1) (“**Substation Parcel**”).

The City of Menlo Park, a municipal corporation (“**City**”), owns that certain real property commonly known as 100 Terminal Avenue, Menlo Park, CA 94025 (APN 055-280-040) (“**City Parcel**”), and seeks to acquire by eminent domain the following property rights and property interests from PG&E in the Substation Parcel:

1. Easement. A perpetual non-exclusive emergency vehicular and emergency access easement on, over and across that certain approximately 5,447 square foot portion of the Substation Parcel that is more particularly described and depicted in Exhibit A attached hereto and incorporated herein (the “**Easement Area**”) as necessary for the provision of emergency services (including, but not limited to, those provided by the Menlo Park Fire Protection District) to the City Parcel. Except to the extent necessary for the preservation of life and property, any emergency vehicular or emergency personnel access that reasonably requires the use of the Substation Parcel shall be accomplished using the Easement Area. The City shall use reasonable efforts to minimize any damage to the landscaping and other improvements on the Substation Parcel in connection with the foregoing rights.

2. Improvements. The right to install, construct, repair, replace, maintain, remove, relocate and operate on the Easement Area a roadway surface (e.g., gravel or pavement) sufficient to reasonably accommodate emergency fire, police, and paramedic vehicles. The rights condemned include the right to grade the Easement Area and to remove such rocks, vegetation and/or trees as the City reasonably determines are necessary to exercise the rights condemned. The City and its agents shall be entitled to enter upon the Easement Area at any time, without notice, for purposes of operating, maintaining, constructing and reconstructing a roadway surface sufficient to accommodate emergency vehicles and personnel.

3. Reserved Rights. PG&E shall retain the right to use the Easement Area for any and all purposes that are not inconsistent with, and that do not unreasonably interfere with the easement rights acquired by the City.

4. Successors and Assigns. The provisions hereof shall inure to the benefit of and shall apply to the respective successors and assigns of the City and PG&E; provided that the City shall not assign the rights condemned except to entities charged with the provision of emergency services to the public. All rights and covenants described herein shall apply to and run with the land.

EXHIBIT A
EMERGENCY VEHICLE ACCESS EASEMENT

SAID PARCEL IS LOCATED

IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BEING ALL LOT 28, BLOCK 43, TRACT 525 BELLE HAVEN CITY, AS RECORDED IN BOOK 23 OF MAPS, AT PAGE 6 ON SEPTEMBER 18, 1940, IN THE OFFICE OF THE SAN MATEO COUNTY RECORDER.

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF LOT 28 OF BLOCK 43 AS SHOWN UPON THE MAP OF TRACT 525, BELLE HAVEN CITY, FILED FOR RECORD IN BOOK 23 OF MAPS, AT PAGE 6, SAN MATEO COUNTY RECORDS, SAID CORNER ALSO BEING THE MOST SOUTHEASTERLY CORNER OF LOT 27 OF SAID BLOCK AND TRACT, THENCE RUNNING ALONG SAID NORTHERLY BOUNDARY LINE NORTH 67° 36' 30" WEST A DISTANCE OF 14.63 FEET TO THE TRUE POINT OF BEGINNING, THENCE LEAVING SAID NORTHERLY BOUNDARY LINE SOUTH 13° 26' 45" WEST A DISTANCE OF 5.98 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 16° 36' 01", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 14.49 FEET, THENCE SOUTH 30° 02' 46" WEST A DISTANCE OF 18.70 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 18° 48' 46", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 16.42 FEET, THENCE SOUTH 11° 14' 00" WEST A DISTANCE OF 40.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 13° 16' 12", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 16.21 FEET, THENCE SOUTH 24° 30' 12" WEST A DISTANCE OF 7.53 FEET, THENCE NORTH 66° 15' 39" WEST A DISTANCE OF 20.00 FEET, THENCE NORTH 24° 30' 12" EAST A DISTANCE OF 7.80 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 13° 16' 12", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 11.58 FEET, THENCE NORTH 11° 14' 00" EAST A DISTANCE OF 17.94 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 76° 09' 40", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 33.23 FEET, THENCE NORTH 64° 55' 40" WEST A DISTANCE OF 61.16 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 30° 04' 06", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 13.12 FEET,

(CONTINUE ON NEXT SHEET)



EXHIBIT A	DATE: 10/11/2021
EMERGENCY AND EMERGENCY VEHICLE ACCESS EASEMENT	DRAWN BY: TS
CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA	CHECKED BY: EG
	PROJECT NO. 2100-142
	SHEET: 1 OF 4

EXHIBIT A
EMERGENCY VEHICLE ACCESS EASEMENT (CONTINUED)

SAID PARCEL IS LOCATED

IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

THENCE SOUTH 85° 00' 14" WEST A DISTANCE OF 44.39 FEET, THENCE NORTH 04° 59' 20" WEST A DISTANCE OF 20.00 FEET TO THE NORTHERLY LINE OF LOT 28 OF SAID BLOCK AND TRACT, SAID POINT BEING NORTH 85° 00' 40" EAST AND A DISTANCE OF 412.45 FEET FROM THE MOST NORTHWESTERLY CORNER OF SAID LOT, THENCE ALONG SAID NORTHERLY LINE NORTH 85° 00' 40" EAST A DISTANCE OF 44.42 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 45.00 FEET, AND A CENTRAL ANGLE OF 30° 04' 45", THENCE LEAVING SAID NORTHERLY LINE OF LOT 28 ALONG SAID CURVE AN ARC DISTANCE OF 23.62 FEET, THENCE SOUTH 64° 54' 35" EAST A DISTANCE OF 54.04 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 101° 38' 40", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 44.35 FEET, THENCE NORTH 13° 26' 45" EAST A DISTANCE OF 11.74 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 28 OF SAID BLOCK AND TRACT, SAID POINT BEING NORTH 67° 36' 30" WEST A DISTANCE OF 18.00 FEET FROM THE ANGLE POINT IN THE NORTHERLY LINE OF SAID LOT, THENCE ALONG SAID NORTHERLY LINE SOUTH 67° 36' 30" EAST A DISTANCE OF 21.67 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5,447 SQUARE FEET, OR 0.125 ACRES, MORE OR LESS


ERIC S GILBERTSEN, PLS NO. 7545

10/11/2021






DATE



EXHIBIT A	DATE: 10/11/2021
EMERGENCY AND EMERGENCY VEHICLE ACCESS EASEMENT	DRAWN BY: TS
	CHECKED BY: EG
CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA	PROJECT NO. 2100-142
	SHEET: 2 OF 4

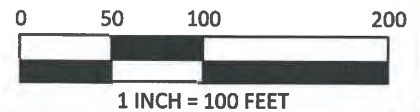


LEGEND:

-  PROPERTY LINE
-  ADJACENT PROPERTY
-  CENTER LINE
-  RIGHT-OF-WAY LINE
-  PROPOSED EVA EASEMENT

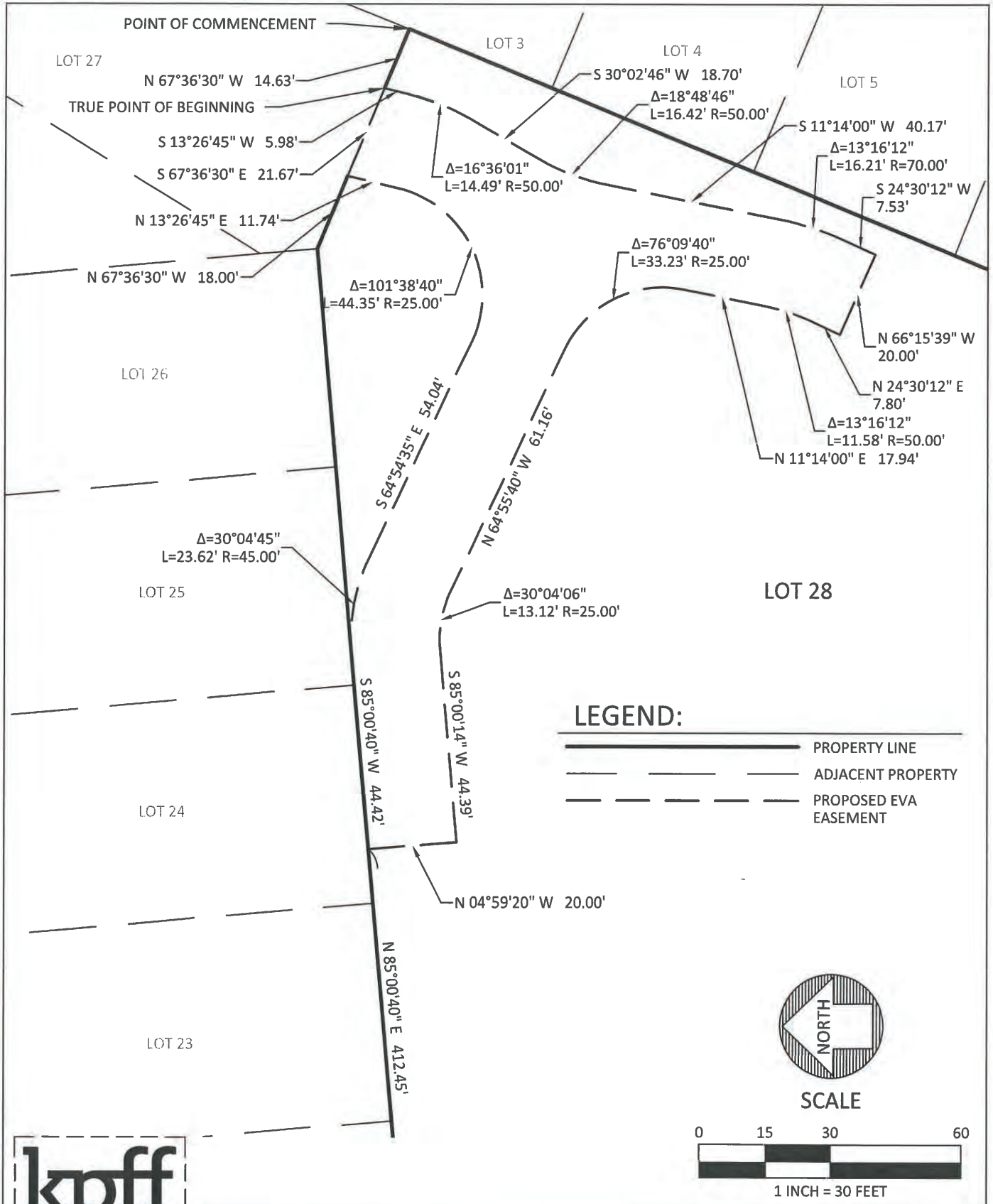


SCALE



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EXHIBIT B	DATE: 10/11/2021
	EMERGENCY AND EMERGENCY VEHICLE ACCESS EASEMENT
CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA	DRAWN BY: TS
	CHECKED BY: EG
	PROJECT NO. 2100-142
	SHEET: 3 OF 4



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EXHIBIT B	DATE: 10/11/2021
	DRAWN BY: TS
EMERGENCY AND EMERGENCY VEHICLE ACCESS EASEMENT	CHECKED BY: EG
CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA	PROJECT NO. 2100-142
	SHEET: 4 OF 4

Pacific Gas and Electric Company
Tax Department
PO Box 7054, Mail Code B12G
San Francisco, CA 94120-7054

NOTICE OF INTENTION TO ADOPT A RESOLUTION OF NECESSITY TO ACQUIRE PROPERTY AND EMERGENCY AND EMERGENCY VEHICLE ACCESS EASEMENT BY EMINENT DOMAIN; AUTHORIZING COMMENCEMENT OF LITIGATION TO ACQUIRE PROPERTY AND TEMPORARY CONSTRUCTION EASEMENT AND FOR ORDER OF POSSESSION

**City of Menlo Park
Menlo Park Community Campus**

Re: Notice of Hearing Regarding Adoption of a Resolution of Necessity to Acquire Property and Emergency and Emergency Vehicle Access Easement by Eminent Domain. (Code Civ. Proc. § 1245.235.)

1. Notice of the Intent of the City of Menlo Park to adopt a Resolution of Necessity and Hearing. The City Council of the City of Menlo Park (“**City Council**”) intends to hold a hearing to consider whether a Resolution of Necessity should be adopted that, if adopted, will authorize the City of Menlo Park (“**City**”) to acquire the real property and emergency vehicle and emergency access easement described herein (collectively, the “**Property**”) by eminent domain in connection with the construction of a new multigenerational facility to incorporate the current Onetta Harris Community Center, Menlo Park Senior Center, Belle Haven Pool, and Belle Haven Youth Center (child care), Belle Haven Pool and branch library (“**Project**”). Attached hereto as **Exhibit 1**, **Exhibit 2**, and **Exhibit 3** are, respectively, legal descriptions and plat maps depicting the (1) approximately 11,501 square foot parcel of real property identified as Lot 2, Block 43, Tract 525 of the Belle Haven City Subdivision (SBE Parcel No. 135-41-20, Parcel 3) (“**Lot 2**”) the City needs to acquire in fee¹; (2) approximately 5,846 square foot portion of that certain real property identified as Lot 27, Block 43, Tract 525 of the Belle Haven City Subdivision (portion of SBE Parcel No. 135-41-20B, Parcel 1) (“**Lot 27**”) the City needs to acquire in fee²; and (3) approximately 5,447 square foot non-exclusive emergency vehicle and emergency access easement the City needs to acquire over a portion of Lot 28, Block 43, Tract 525 of the Belle Haven City Subdivision (portion of SBE Parcel No. 135-41-20B, Parcel 1) (“**Lot 28**”).

You are being sent this notice because your name appears on the last equalized State Board of Equalization Assessment Roll for the Property.

DATE OF HEARING: October 26, 2021
TIME OF HEARING: 5:00 p.m., or as soon as the matter may be heard
PLACE OF HEARING: [Zoom.us/join](https://zoom.us/join) – Meeting ID 998 8073 4930

¹ The City would acquire Lot 2 subject to an easement for PG&E’s electrical transmission and distribution lines.
² The City would acquire Lot 27 subject to an easement for PG&E’s electrical transmission and distribution lines.

2. Notice of Your Right to Appear and Be Heard. You have the right to appear and be heard before the City Council at the above-scheduled hearing on the following matters and issues and to have the City Council give consideration to your testimony prior to deciding whether or not to adopt the proposed Resolution of Necessity:

- a) Whether the public interest and necessity require the Project;
- b) Whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- c) Whether the interest in the Property sought to be acquired is necessary for the Project;
- d) Whether the City has complied with all conditions and statutory requirements necessary to exercise the power of eminent domain to acquire the Property, as well as any other matter regarding the right to take said property by eminent domain, including but not limited to, making the offer required by Government Code Section 7267.2(a); and
- e) The City has fully complied with the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*

The statutes that authorize the City to acquire the Property by eminent domain for the Project include, but are not limited to, Article 1, Section 19 of the Constitution of the State of California; Streets and Highway Code section 10102; Government Code sections 37350.5, 40401, and 40404; and Code of Civil Procedure sections 1230.010, *et seq.*, including, but not limited to, sections 1240.010 through 1240.050 inclusive, and sections 1240.110, 1240.120, 1240.220, 1240.420, 1240.510, 1240.610, 1240.650, and other provisions of law.

3. Failure to File a Written Request to Be Heard Within Fifteen (15) Days After the Notice Was Mailed Will Result in Waiver of the Right to Appear and Be Heard. If you desire to be heard, or to present information to the City on this resolution, you are required by law to file a written request with the City Clerk no later than fifteen (15) days from the date that this notice was mailed. You must file your request to be heard at the Office of the City Clerk, 701 Laurel Street, Menlo Park, CA 94025.

If you mail a request to be heard, please keep in mind that it must be actually received by the City Clerk no later than fifteen (15) days after the date this notice is mailed. (See Code Civ. Proc. § 1245.235(b)(3).)

If you elect not to appear and be heard at this hearing, your decision not to appear and be heard will constitute a waiver of your right to challenge the right of the City to acquire the Property by eminent domain. (Code Civ. Proc. § 1245.235(b)(3).) Thus, the matters described in the Resolution of Necessity will be deemed to be established.

4. You Will Not Waive the Right to Claim Greater Compensation if You Do Not Appear at the Hearing. The amount of compensation to be paid for the Property will not be decided or heard at this hearing. Your nonappearance at this noticed hearing will not prevent you from claiming compensation in an amount to be determined by a court of law under the laws of the State of California. This notice is not intended to foreclose further ongoing negotiations between you and the representatives of the City on the amount of compensation to be paid to you for the Property. At this hearing, the City Council will not make any determination about the amount of money to be paid for the Property or to be offered to you.


EXHIBIT 1

LEGAL DESCRIPTION
BEING A SINGLE PARCEL OF LAND
SAID PARCEL IS LOCATED
IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BEING ALL OF LOT 2, BLOCK 43, TRACT 525 BELLE HAVEN CITY, AS RECORDED IN BOOK 6 PAGE 23
RSM IN MAY 1940 IN THE OFFICE OF THE SAN MATEO COUNTY RECORDER

CONTAINING 11,501 SQUARE FEET OR 0.264 ACRES, MORE OR LESS.



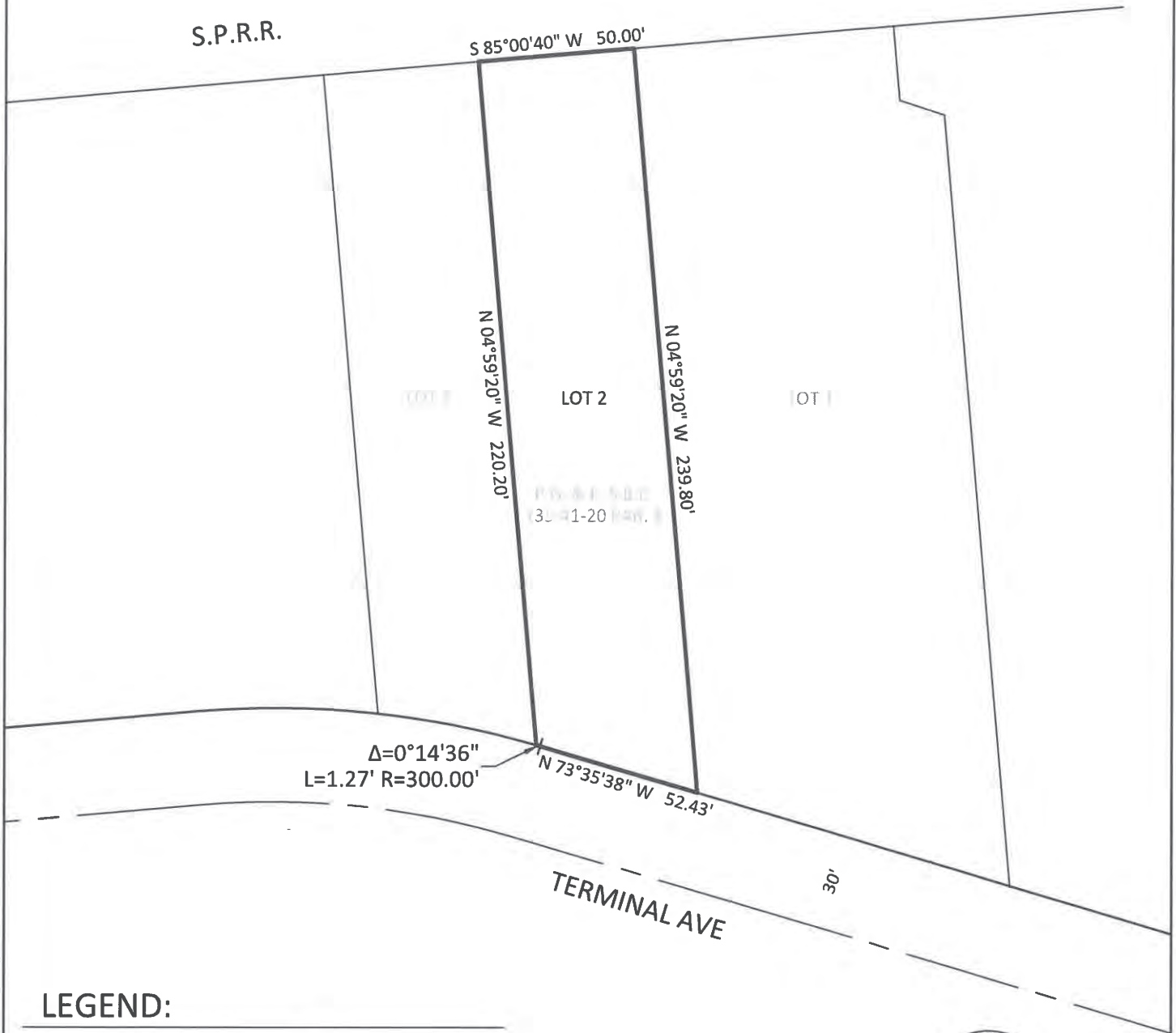

ERIC S GILBERTSEN, PLS NO. 7545 9/10/2021
DATE







2250 Douglas Blvd., Suite 200
Roseville, CA 95661
O: 916.772.7688
F: 916.772.7699
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EXHIBIT "A" LEGAL DESCRIPTION - PROPOSED LAND EXCHANGE CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA	DATE:	9/10/2021
	DRAWN BY:	TS
	PROJECT NO.	2100-142
	SHEET:	1 OF 2

LOT 2, BLOCK 43, TRACT 525 BELLE HAVEN CITY
RECORDED MAY 1940, IN BOOK 6 PAGE 23 RSM
IN THE CITY OF MENLO PARK, SAN MATEO COUNTY, STATE OF CALIFORNIA

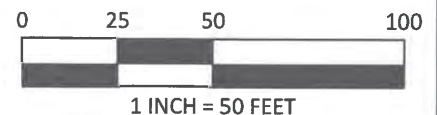


LEGEND:

-  PROPERTY LINE
-  ADJACENT PROPERTY
-  CENTER LINE
-  RIGHT-OF-WAY LINE



SCALE



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EXHIBIT "B"

DIAGRAM - PROPOSED LAND EXCHANGE
CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA

DATE:	9/10/2021
DRAWN BY:	TS
PROJECT NO.	2100-142
SHEET:	2 OF 2

EXHIBIT 2

LEGAL DESCRIPTION
BEING A SINGLE PARCEL OF LAND

SAID PARCEL IS LOCATED
IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BEING ALL OF LOT 27, BLOCK 43, TRACT 525 BELLE HAVEN CITY, AS RECORDED IN BOOK 6 PAGE 23 RSM, IN MAY 1940, IN THE OFFICE OF THE SAN MATEO COUNTY RECORDER.

EXCEPT THE FOLLOWING PORTION AS SHOWN ON RESOLUTION NUMBER 2754 IN THE CITY OF MENLO PARK, AS RECORDED IN VOLUME 6754 PAGE 446 OF THE OFFICIAL RECORDS OF SAN MATEO COUNTY AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WESTERLY BOUNDARY LINE OF LOT 27 OF BLOCK 43 AS SHOWN UPON THE MAP OF TRACT 525, BELLE HAVEN CITY, FILED FOR RECORD IN BOOK 23 OFFICIAL MAPS AT PAGE 6, SAN MATEO COUNTY RECORDS, WITH THE SOUTHERLY BOUNDARY LINE OF TERMINAL AVENUE SHOWN UPON SAID MAP OF TRACT 525, SAID LOT 27 BEING THE PARCEL OF LAND CONVEYED BY MABEL H. RUSELING TO PACIFIC GAS AND ELECTRIC COMPANY BY DEED DATED OCTOBER 24, 1950 AND RECORDED IN BOOK 1965 OF OFFICIAL RECORDS AT PAGE 348, SAN MATEO COUNTY RECORDS, SAID POINT BEING THE TRUE POINT OF BEGINNING, THENCE ALONG SAID WESTERLY BOUNDARY LINE SOUTH 4° 59' 20" EAST DISTANCE OF 99.56 FEET, THENCE LEAVING SAID WESTERLY BOUNDARY LINE NORTH 31° 41' 00" EAST A DISTANCE OF 98.15 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID TERMINAL AVENUE: THENCE RUNNING ALONG SAID SOUTHERLY BOUNDARY LINE OF TERMINAL AVENUE, NORTH 73° 35' 38" WEST A DISTANCE OF 31.47 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 240.00 FEET, THENCE ALONG SAID CURVE AN ARC DISTANCE OF 30.78 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

CONTAINING 5,846 SQUARE FEET OR 0.134 ACRES, MORE OR LESS.




ERIC S GILBERTSEN, PLS NO. 7545

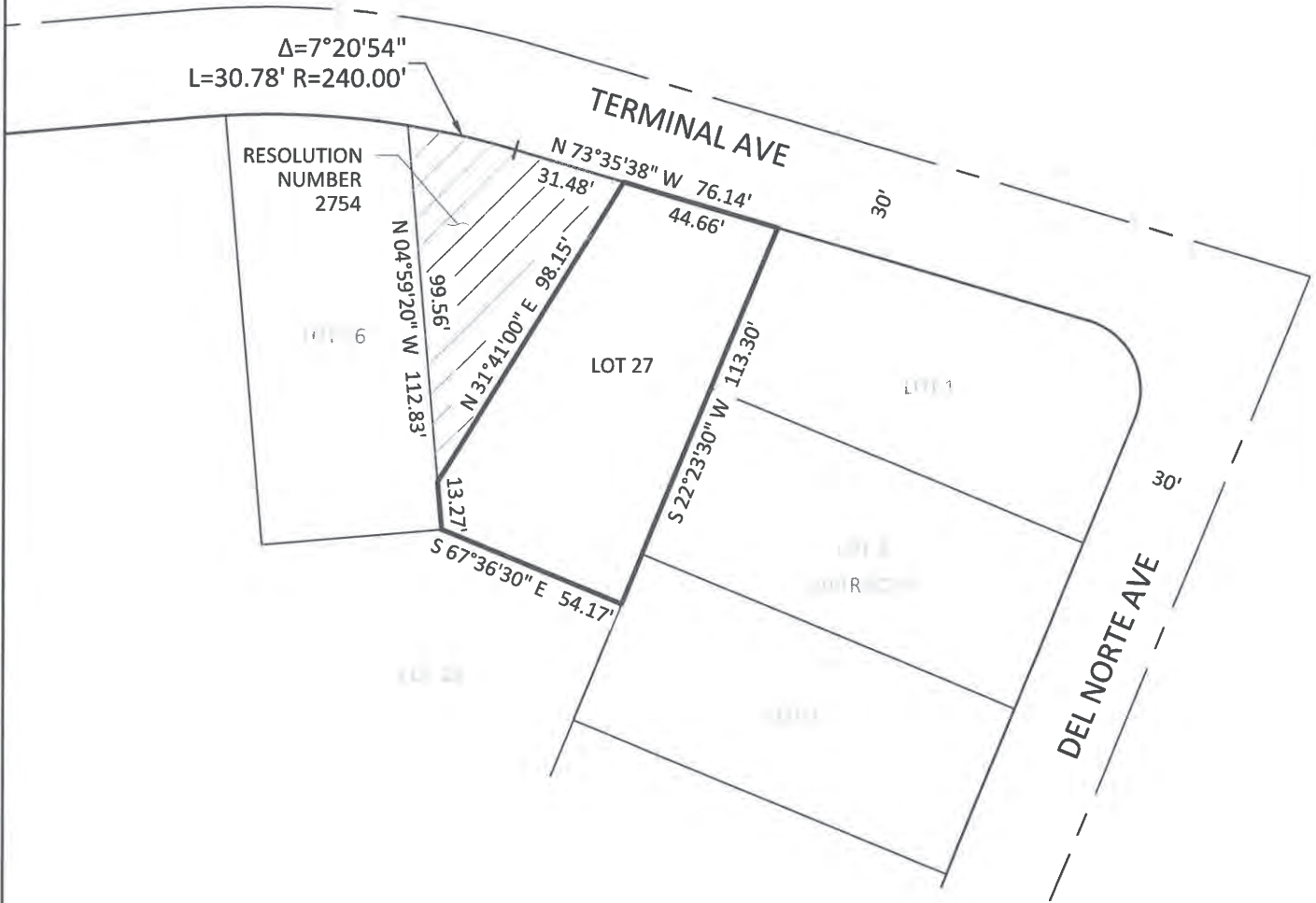
9/10/2021
DATE




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EXHIBIT "A" LEGAL DESCRIPTION - PROPOSED LAND EXCHANGE CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA	DATE:	9/10/2021
	DRAWN BY:	TS
	PROJECT NO.	2100-142
	SHEET:	1 OF 2

LOT 27, BLOCK 43, TRACT 525 BELLE HAVEN CITY
RECORDED MAY 1940, IN BOOK 6 PAGE 23 RSM
IN THE CITY OF MENLO PARK, SAN MATEO COUNTY, STATE OF CALIFORNIA



LEGEND:

-  PROPERTY LINE
-  ADJACENT PROPERTY
-  CENTER LINE
-  RIGHT-OF-WAY LINE



SCALE



1 INCH = 50 FEET



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EXHIBIT "B"

DIAGRAM - PROPOSED LAND EXCHANGE
CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA

DATE:	9/10/2021
DRAWN BY:	TS
PROJECT NO.	2100-142
SHEET:	2 OF 2

EXHIBIT 3

EMERGENCY VEHICLE AND EMERGENCY ACCESS EASEMENT

Pacific Gas & Electric Company, a California Corporation (“**PG&E**”) is the owner of that certain real property commonly known as the Belle Haven Substation designated as Lot 28, Block 43, Tract 525 of the Belle Haven City Subdivision (portion of SBE Parcel No. 135-41-20B, Parcel 1) (“**Substation Parcel**”).

The City of Menlo Park, a municipal corporation (“**City**”), owns that certain real property commonly known as 100 Terminal Avenue, Menlo Park, CA 94025 (APN 055-280-040) (“**City Parcel**”), and seeks to acquire by eminent domain the following property rights and property interests from PG&E in the Substation Parcel:

1. Easement. A perpetual non-exclusive emergency vehicular and emergency access easement on, over and across that certain approximately 5,447 square foot portion of the Substation Parcel that is more particularly described and depicted in Exhibit A attached hereto and incorporated herein (the “**Easement Area**”) as necessary for the provision of emergency services (including, but not limited to, those provided by the Menlo Park Fire Protection District) to the City Parcel. Except to the extent necessary for the preservation of life and property, any emergency vehicular or emergency personnel access that reasonably requires the use of the Substation Parcel shall be accomplished using the Easement Area. The City shall use reasonable efforts to minimize any damage to the landscaping and other improvements on the Substation Parcel in connection with the foregoing rights.

2. Improvements. The right to install, construct, repair, replace, maintain, remove, relocate and operate on the Easement Area a roadway surface (e.g., gravel or pavement) sufficient to reasonably accommodate emergency fire, police, and paramedic vehicles. The rights condemned include the right to grade the Easement Area and to remove such rocks, vegetation and/or trees as the City reasonably determines are necessary to exercise the rights condemned. The City and its agents shall be entitled to enter upon the Easement Area at any time, without notice, for purposes of operating, maintaining, constructing and reconstructing a roadway surface sufficient to accommodate emergency vehicles and personnel.

3. Reserved Rights. PG&E shall retain the right to use the Easement Area for any and all purposes that are not inconsistent with, and that do not unreasonably interfere with the easement rights acquired by the City.

4. Successors and Assigns. The provisions hereof shall inure to the benefit of and shall apply to the respective successors and assigns of the City and PG&E; provided that the City shall not assign the rights condemned except to entities charged with the provision of emergency services to the public. All rights and covenants described herein shall apply to and run with the land.

EXHIBIT A
EMERGENCY VEHICLE ACCESS EASEMENT

SAID PARCEL IS LOCATED

IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

BEING ALL LOT 28, BLOCK 43, TRACT 525 BELLE HAVEN CITY, AS RECORDED IN BOOK 23 OF MAPS, AT PAGE 6 ON SEPTEMBER 18, 1940, IN THE OFFICE OF THE SAN MATEO COUNTY RECORDER.

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF LOT 28 OF BLOCK 43 AS SHOWN UPON THE MAP OF TRACT 525, BELLE HAVEN CITY, FILED FOR RECORD IN BOOK 23 OF MAPS, AT PAGE 6, SAN MATEO COUNTY RECORDS, SAID CORNER ALSO BEING THE MOST SOUTHEASTERLY CORNER OF LOT 27 OF SAID BLOCK AND TRACT, THENCE RUNNING ALONG SAID NORTHERLY BOUNDARY LINE NORTH 67° 36' 30" WEST A DISTANCE OF 14.63 FEET TO THE TRUE POINT OF BEGINNING, THENCE LEAVING SAID NORTHERLY BOUNDARY LINE SOUTH 13° 26' 45" WEST A DISTANCE OF 5.98 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 16° 36' 01", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 14.49 FEET, THENCE SOUTH 30° 02' 46" WEST A DISTANCE OF 18.70 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 18° 48' 46", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 16.42 FEET, THENCE SOUTH 11° 14' 00" WEST A DISTANCE OF 40.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 13° 16' 12", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 16.21 FEET, THENCE SOUTH 24° 30' 12" WEST A DISTANCE OF 7.53 FEET, THENCE NORTH 66° 15' 39" WEST A DISTANCE OF 20.00 FEET, THENCE NORTH 24° 30' 12" EAST A DISTANCE OF 7.80 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 13° 16' 12", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 11.58 FEET, THENCE NORTH 11° 14' 00" EAST A DISTANCE OF 17.94 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 76° 09' 40", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 33.23 FEET, THENCE NORTH 64° 55' 40" WEST A DISTANCE OF 61.16 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 30° 04' 06", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 13.12 FEET,

(CONTINUE ON NEXT SHEET)



EXHIBIT A	DATE: 10/11/2021
EMERGENCY AND EMERGENCY VEHICLE ACCESS EASEMENT	DRAWN BY: TS
CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA	CHECKED BY: EG
	PROJECT NO. 2100-142
	SHEET: 1 OF 4

EXHIBIT A
EMERGENCY VEHICLE ACCESS EASEMENT (CONTINUED)

SAID PARCEL IS LOCATED

IN THE CITY OF MENLO PARK, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

THENCE SOUTH 85° 00' 14" WEST A DISTANCE OF 44.39 FEET, THENCE NORTH 04° 59' 20" WEST A DISTANCE OF 20.00 FEET TO THE NORTHERLY LINE OF LOT 28 OF SAID BLOCK AND TRACT, SAID POINT BEING NORTH 85° 00' 40" EAST AND A DISTANCE OF 412.45 FEET FROM THE MOST NORTHWESTERLY CORNER OF SAID LOT, THENCE ALONG SAID NORTHERLY LINE NORTH 85° 00' 40" EAST A DISTANCE OF 44.42 FEET, TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 45.00 FEET, AND A CENTRAL ANGLE OF 30° 04' 45", THENCE LEAVING SAID NORTHERLY LINE OF LOT 28 ALONG SAID CURVE AN ARC DISTANCE OF 23.62 FEET, THENCE SOUTH 64° 54' 35" EAST A DISTANCE OF 54.04 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 101° 38' 40", THENCE ALONG SAID CURVE AN ARC DISTANCE OF 44.35 FEET, THENCE NORTH 13° 26' 45" EAST A DISTANCE OF 11.74 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 28 OF SAID BLOCK AND TRACT, SAID POINT BEING NORTH 67° 36' 30" WEST A DISTANCE OF 18.00 FEET FROM THE ANGLE POINT IN THE NORTHERLY LINE OF SAID LOT, THENCE ALONG SAID NORTHERLY LINE SOUTH 67° 36' 30" EAST A DISTANCE OF 21.67 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 5,447 SQUARE FEET, OR 0.125 ACRES, MORE OR LESS


ERIC S GILBERTSEN, PLS NO. 7545

10/11/2021






DATE



EXHIBIT A	DATE: 10/11/2021
EMERGENCY AND EMERGENCY VEHICLE ACCESS EASEMENT	DRAWN BY: TS
	CHECKED BY: EG
CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA	PROJECT NO. 2100-142
	SHEET: 2 OF 4

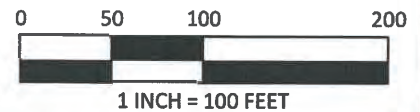


LEGEND:

-  PROPERTY LINE
-  ADJACENT PROPERTY
-  CENTER LINE
-  RIGHT-OF-WAY LINE
-  PROPOSED EVA EASEMENT

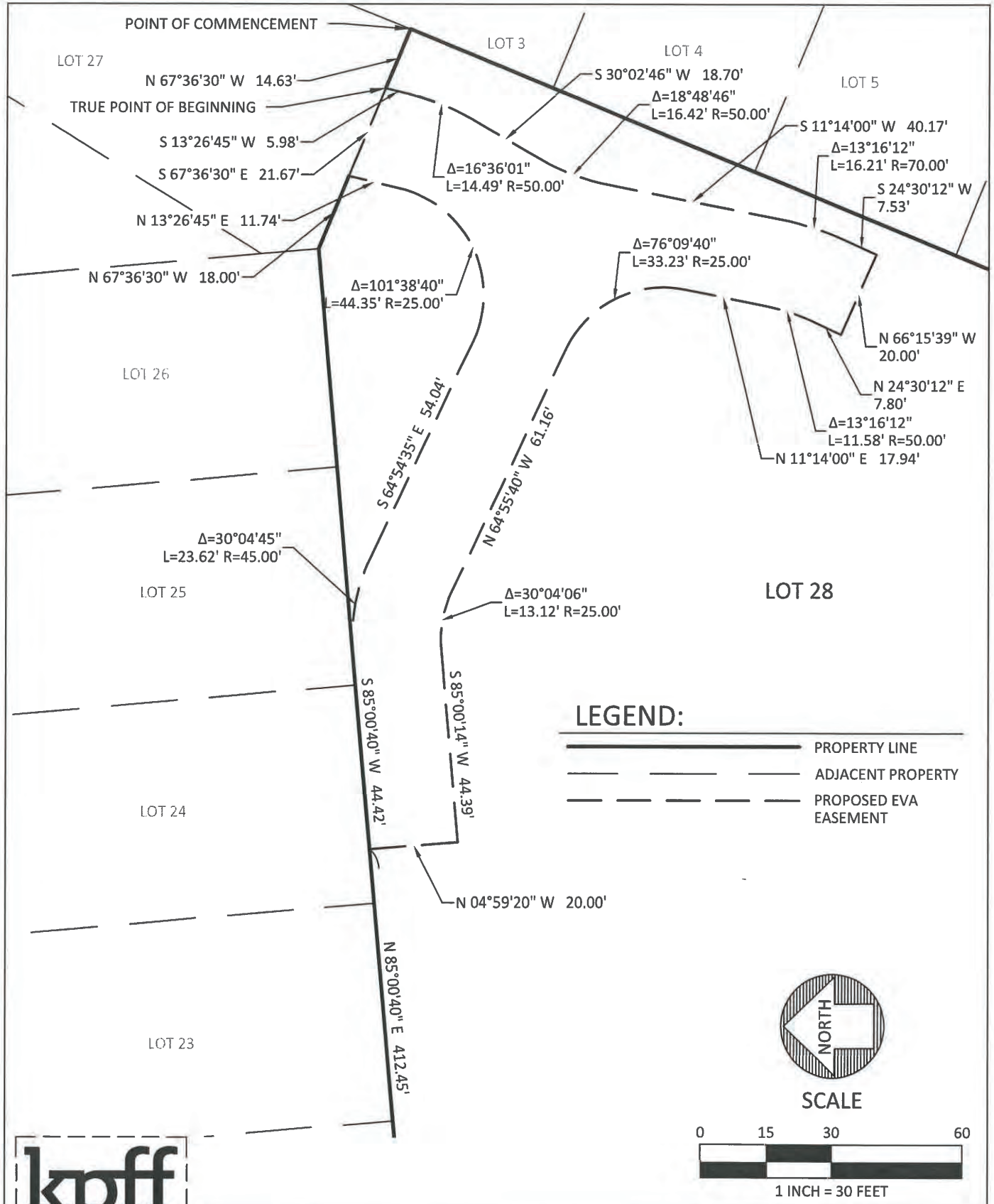


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EXHIBIT B	DATE: 10/11/2021
	EMERGENCY AND EMERGENCY VEHICLE ACCESS EASEMENT
CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA	DRAWN BY: TS
	CHECKED BY: EG
	PROJECT NO. 2100-142
	SHEET: 3 OF 4



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EXHIBIT B EMERGENCY AND EMERGENCY VEHICLE ACCESS EASEMENT	DATE: 10/11/2021
	DRAWN BY: TS
CITY OF MENLO PARK / SAN MATEO COUNTY / CALIFORNIA	CHECKED BY: EG
	PROJECT NO. 2100-142
	SHEET: 4 OF 4



Proposed Site Plan

- | | | |
|--|------------------------------|-------------------------------|
| A Menlo Park Community Campus Building | F Bicycle Parking | K Parking Lot |
| B Boardwalk | G Outdoor Dining Terrace | L Pool Area |
| C Playground | H Community Terrace & Garden | M Samtrans Bus Stop & Layover |
| D Existing Redwood Trees to Remain | I Service Area | N Fire Access Lane |
| E Children's Outdoor Courtyard | J Pedestrian Pathway | |



 0 60 120'

 1" = 60' at 11" x 17"

 October 21, 2021

 HART HOWERTON



STAFF REPORT

City Council

Meeting Date: 10/26/2021

Staff Report Number: 21-204-CC

Regular Business: **Adopt Resolution No. 6678 to ratify a successor agreement between the City of Menlo Park and Menlo Park Police Officers' Association expiring August 31, 2024**

Recommendation

Staff recommends the City Council adopt Resolution No. 6678 to ratify a successor agreement between the City of Menlo Park and the Menlo Park Police Officers' Association (POA) expiring August 31, 2024.

Policy Issues

City Council retains sole authority to enter into memoranda of understanding with recognized labor units. memorandum of understanding (MOU) negotiations are governed by the Meyers-Milias-Brown Act (MMBA), Government Code section 3500. MMBA requires that local agencies meet and confer in good faith regarding wages, hours, and other terms and conditions of employment with representatives of recognized collective bargaining units. MMBA further requires that the City fully consider proposals made by collective bargaining unit representatives before determining policy or course of action.

Background

The City Council held its initial hearing to receive public input before launching negotiations with POA February 9. After the public input hearing, City Council appointed Charles Sakai of Sloan Sakai Yeung Wong LLP to serve as the City's chief negotiator. Mr. Sakai received direction to negotiate the successor MOU with POA, and both parties reached a tentative agreement (Attachment A) September 17.

Analysis

This report summarizes the tentative agreement negotiated in good faith with POA representatives. POA's membership ratified the tentative agreement September 23. While the tentative agreement conforms to the authority provided to Mr. Sakai, the final action required is City Council ratification at a public meeting. The City Council adopted 2021-22 budget fully funds the tentative agreement provisions.

Attachment A transmits a redline version of the expired MOU to highlight the tentative agreement for City Council ratification. Table 1 summarizes tentative agreement terms with financial impacts.

Table 1: Tentative agreement items with financial impact to City		
Item	Description	Cost/ (savings)
Term MOU Section 22.1 Page 45	The tentative agreement (TA) provides for a three-year term beginning with City Council ratification and ending August 31, 2024. Given that negotiation of a successor agreement is not required for fiscal years 2022-23 and 2023-24 the City is estimated to save approximately \$30,000 per year which reflects legal costs and internal staff time required to support negotiations.* (2x)	(\$60,000)
Pay rates MOU Section 13.1 Page 17	Assuming City Council ratification October 26, the TA includes across the board cost of living adjustment to all pay rates in this unit, as follows: <ul style="list-style-type: none"> 0.0% for fiscal year 2021-22 3.0% effective the pay period following July 1, 2023* (2x) 3.0% effective the pay period following July 1, 2024* (1x) 	\$0 221,684 <u>225,940</u> \$447,625
Lump sum payments MOU Section 7.1.2 Page 17	The TA provides a lump sum payment to all employees in this unit as follows: <ul style="list-style-type: none"> \$2,000 per employee effective the pay period following ratification in 2021* (1x) 	\$68,986
Flexible benefits plan contribution MOU Section 17.1 Page 40	The TA includes an across the board increase in flexible benefits plan contribution based on the annual Consumer Price Index for the San Francisco Bay Area: <ul style="list-style-type: none"> 2021 adjustment to equal SEIU contribution* (3x) 2022 CPI* Increase between 2-4%* (2x) 2023 CPI Increase between 2-4%* (1x) 	\$16,764 17,267 <u>17,785</u> \$51,817
Total		Year 1, one time \$68,986 Year 1, incremental <u>16,764</u> Subtotal year 1 \$85,750 Year 2, incremental \$238,952 Year 3, incremental <u>243,726</u> \$482,677 Y2, savings (\$60,000) 3-year contract term, compounded \$780,905

*recurrence of incremental costs

Impact on City Resources

The City Council adopted budget incorporates the terms of the tentative agreement. The net increase in City costs is \$780,905 over the life of the contract.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the report 15 days prior to the City Council meeting of October 26, 2021.

Attachments

- A. Redlined version – MOU between POA and City of Menlo Park, September 1, 2021 – August 31, 2024
- B. Resolution No. 6678

Report prepared by:
Nick Pegueros, Assistant City Manager

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MENLO PARK POLICE OFFICERS' ASSOCIATION
AND
THE CITY OF MENLO PARK



~~January 30, 2019 through August 31, 2021~~ September 1, 2021 through August 31, 2024

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PREAMBLE

This Memorandum of Understanding is entered into pursuant to the provisions of Section 3500 et seq. of the Government Code of the State of California.

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment for the employees in said representation unit, and have freely exchanged information, opinions and proposals and have reached agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding shall be presented to the City Council of the City of Menlo Park as the joint recommendation of the undersigned parties for the period commencing ~~January 30, 2019~~ September 1, 2021 and ending August 31, ~~2024~~2021.

ARTICLE 1: RECOGNITION

1.1 Union Recognition

The Menlo Park Police Officers' Association ("P.O.A.") is the exclusive recognized employee organization representing employees in the classification of Police Officer, Police Corporal, and Police Recruit in their employer-employee relations with the City of Menlo Park, and the P.O.A. has been certified by the City of Menlo Park as the duly recognized employee organization for said employees.

1.2 City Recognition

The City Manager or designee shall be the representative of the City of Menlo Park ("City") in employer-employee relations.

ARTICLE 2: P.O.A. RIGHTS

2.1 Dues Deduction

The City shall deduct P.O.A. membership dues or insurance fees and any other mutually agreed upon payroll deduction from the biweekly pay of member officers. The dues deduction must be authorized in writing by the officer on an authorization card acceptable to the City and the P.O.A. The City shall remit the deducted dues and other fees to the P.O.A. as soon as possible after deduction.

The P.O.A. shall indemnify and hold harmless the City from any damage, liability, cost, or attorneys' fees in the event of any action in which the City is named as a party, which action involves the implementation or maintenance of dues deduction, the use of dues after deduction, negligence of the P.O.A. regarding said dues or any similar claim.

2.2 Use of City Facilities

According to the current practice, the P.O.A. may continue to the use of City facilities for meetings of members.

2.3 No Strike

During the term of this Memorandum, represented officers shall not engage in any concerted refusal to perform assigned services for the City. "Concerted refusal" as used herein refers to a strike, a sick out, a slow down, a speed up, the honoring of a picket line around City facilities and/or any action by bargaining unit employees that interferes with the full performance of City services by City employees. Nothing herein shall preclude represented officers from engaging in off-duty informational picketing that does not interfere with City operations. City agrees not to lock out represented officers during the term of this Memorandum.

ARTICLE 3: MANAGEMENT RIGHTS

3.1 The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of California, and of the United States, including but not limiting the generality of the foregoing, the right:

- 3.1.1 To set standards and levels of service;
- 3.1.2 To determine the procedures and standards of selection for employment;
- 3.1.3 To assign work to and direct its employees;
- 3.1.4 To determine the methods and means to relieve its employees from duty because of lack of funds or other lawful reasons;
- 3.1.5 To determine the methods, means and numbers and kinds of personnel by which City operations are to be conducted, including the right to contract or subcontract bargaining unit work provided that the City will meet and confer in advance on the impact of subcontracting on workload and safety and any other matter within the scope of representation;
- 3.1.6 To determine methods of financing;
- 3.1.7 To determine size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- 3.1.8 To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions;

- 3.1.9 To make all decisions relating to merit, necessity or organization of City service;
 - 3.1.10 To discharge, suspend, demote, reprimand, or otherwise discipline employees for just cause in accordance with applicable laws;
 - 3.1.11 To establish employees performance standards including, but not limited to, quality and standards, and to require compliance therewith;
 - 3.1.12 To take necessary actions to carry out its mission in emergencies; and
 - 3.1.13 To exercise complete control and discretion over its organization and the technology of performing its work.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Memorandum and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.
- 3.3 The exercise by the City through its Council and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.
- 3.4 Nothing herein shall be deemed as a waiver by the Police Officer's Association or its Members of rights granted under Meyers-Miliias-Brown Act (Government Code Sections 3500-3511, as amended) or the Police Officer's Bill of Rights.

ARTICLE 4: NON DISCRIMINATION

- 4.1 The City agrees that there shall be no discrimination against any officer in regard to any of the terms and conditions of employment on account of that officer's P.O.A. membership or non-membership or legitimate P.O.A. activities under this Agreement.

ARTICLE 5: HOLIDAYS

- 5.1 Except as otherwise provided, officers within the representation unit shall have the following holidays with pay:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Lincoln's Birthday	February 12
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Admission Day	September 9
Veterans Day	November 11
Thanksgiving	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

One full day either December 24 or December 31

5.1.1 Designation of December 24 or December 31 as a holiday shall be made by the Chief of Police, considering the needs of the service and the officer's desires.

5.1.2 All bargaining unit members will recognize listed Holidays the day on which they fall, even if other City Departments recognize the holiday on a different day.

As used in this section, "Holiday Pay" is straight time pay. Holiday Pay on days when an employee works may be coded as "regular pay" for payroll purposes.

Pay for holidays may not be taken as compensatory time off.

5.1.3 Work on a Listed Holiday.

a. Holidays on Employee's Regular Workday. Any employee authorized to work on a listed holiday which falls on his or her regular workday shall be paid time and one-half for such work in addition to holiday pay equal to the number of hours the employee works, up to a maximum of the regular shift length for the overtime shift and a minimum of eight (8) holiday hours.

Work on a listed holiday beyond the number of hours in the regular shift being worked on the holiday shall be compensated at double time. [For example, an employee working overtime in a special assignment on a holiday will be entitled to double time after ten (10) hours; an employee working overtime on patrol on a holiday will be entitled to double time after twelve (12) hours.]

Example 1: Employee P1 has a regular work schedule of Monday
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<p>through Thursday (Patrol) and works a full Patrol shift (12 hours) on a holiday which falls on a Monday (his or her regular workday). Employee P1 would be paid a total of 30 hours (12 hours holiday pay plus 12 hours at time and one half).</p>
<p>Example 2: Employee P2 has a regular work schedule of Monday through Thursday (Patrol) and works a full Non-Patrol shift (10 hours) on a holiday which falls on a Monday (his or her regular workday). Employee P2 would be paid a total of 25 hours (10 hours holiday pay plus 10 hours at time and one half).</p>
<p>Example 3: Employee P3 has a regular work schedule of Monday through Thursday (Patrol) and works 4 hours on a holiday which falls on a Monday (his or her regular workday). Employee P3 would be paid a total of 14 hours (8 hours holiday pay plus 4 hours at time and one half).</p>
<p>Example 4: Employee NP1 has a regular work schedule of Monday through Thursday (Non-Patrol) and works a full Patrol shift (12 hours) on a holiday which falls on a Monday (his or her regular workday). Employee NP1 would be paid a total of 30 hours (12 hours holiday pay plus 12 hours at time and one half).</p>
<p>Example 5: Employee NP2 has a regular work schedule of Monday through Thursday (Non-Patrol) and works a full Non-Patrol shift (10 hours) on a holiday which falls on a Monday (his or her regular workday). Employee NP2 would be paid a total of 25 hours (10 hours holiday pay plus 10 hours at time and one half).</p>
<p>Example 6: Employee NP3 has a regular work schedule of Monday through Thursday (Non-Patrol) and works 4 hours on a holiday which falls on a Monday (his or her regular workday). Employee NP3 would be paid a total of 14 hours (8 hours holiday pay plus 4 hours at time and one half.)</p>

- b. Holidays on an Employee's Regular Day Off. Any employee authorized to work on a listed holiday on his or her regular day off shall be paid double time for such work in addition to eight (8) hours of holiday pay pursuant to Section 5.1.5.

<p>Example 1, Employee P4 has a regular work schedule of Thursday through Sunday (Patrol) and works a full Patrol shift (12 hours) on a holiday which falls on a Monday (his or her regular day off). Employee P4 would be paid a total of 32 hours (8 hours holiday pay plus 12 hours at double time).</p>

<p>Example 2, Employee P5 has a regular work schedule of Thursday through Sunday (Patrol) and works a full Non-Patrol shift (10 hours) on a holiday which falls on a Monday (his or her regular day off). Employee P5 would be paid a total of 28 hours (8 hours holiday pay plus 10 hours at double time).</p>
<p>Example 3: Employee P6 has a regular work schedule of Thursday through Sunday (Patrol) and works four (4) hours on a holiday which falls on a Monday (his or her regular day off). Employee P6 would be paid a total of 16 hours (8 hours holiday pay plus 4 hours at double time).</p>
<p>Example 4: Employee NP4 has a regular work schedule of Tuesday through Friday (Non-Patrol) and works a full Patrol shift (12 hours) on a holiday which falls on a Monday (his or her regular day off). Employee NP4 would be paid a total of 32 hours (8 hours holiday pay plus 12 hours at double time).</p>
<p>Example 5: Employee NP5 has a regular work schedule of Tuesday through Friday (Non-Patrol) and works a full Non-Patrol shift (10 hours) on a holiday which falls on a Monday (his or her regular day off). Employee NP5 would be paid a total of 28 hours (8 hours holiday pay plus 10 hours at double time).</p>
<p>Example 6: Employee NP6 has a regular work schedule of Tuesday through Friday (Non-Patrol) and works four (4) hours on a holiday which falls on a Monday (his or her regular day off). Employee NP6 would be paid a total of 16 hours (8 hours holiday pay plus 4 hours at double time).</p>

5.1.4 Holidays on an Employee’s Scheduled Work Day. An employee who is scheduled to work on a listed holiday, and who does not work will be paid eight (8) hours of holiday pay and must use appropriate leave to make up any difference between the holiday and the scheduled shift. An employee will not be paid for more hours than scheduled when the employee does not work.

Example 1: Employee P7 does not work any portion of his or her regularly scheduled shift on a holiday. Employee P7 will be paid eight (8) hours holiday pay and use four (4) hours of appropriate leave.

Example 2: Employee P8 works two (2) hours of his or her regular shift on a holiday. Employee P8 will be paid two (2) hours at time and one half, eight (8) hours holiday pay, and use (2) hours of appropriate leave.

5.1.5 Holidays on an Employee’s RDO

When a holiday falls on the regular day off, and the employee does not work that day, that employee shall receive eight (8) hours of holiday pay at his or her straight time hourly rate.

5.1.6 Holiday pay shall be reported in accordance with PERS requirements.

5.2 Reopener

Within thirty (30) days' written notice from the City, the Parties agree to reopen this MOU on the issue of Holiday Pay and overtime costs. Any changes will be by mutual agreement only.

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ARTICLE 6: LEAVE PROVISIONS

6.1 Sick Leave

6.1.1 Each employee shall accrue sick leave each month at a rate of eight (8) hours per month.

6.1.2 Sick leave shall cease to accrue when an employee's accrual reaches the limit of one thousand five hundred hours (1,500) hours.

6.1.3 Employees hired by the City prior to July 1, 2011 may, upon retirement from City employment convert up to one thousand two hundred (1,200) hours of his or her total sick leave accrual to Retirement Health Insurance Credits.

6.1.4 City shall have the right and obligation to monitor the operation of sick leave and take appropriate action to insure that benefits are paid only for actual illness and injury. However, an employee may utilize up to six months' accrual of sick leave per year to care for an immediate family member who is ill or injured.

6.1.5 As provided in the City's presently existing Personnel Rules, the City shall have the right to require medical proof of illness or injury and to take appropriate disciplinary action in those cases where abuse has occurred.

6.1.6 Compensation for Accumulated Sick Leave

6.1.6.1 Resignation

A resigning officer hired by the City prior to July 1, 2011, who has fifteen (15) or more years of continuous service shall receive compensation for up to fifteen percent (15%) of his/her accumulated sick leave balance, up to a maximum limit of one thousand two hundred (1,200) hours. Such compensation shall be based on the officer's rate of pay on his/her last day paid service to the City.

6.1.6.2 Retirement

An officer hired by the City prior to July 1, 2011, who retires under PERS may select one (1) of the following options as compensation for accumulated sick leave, up to a maximum limit of one thousand two hundred (1,200) hours:

- 6.1.6.2.1 Twenty percent (20%) of his/her accumulated sick leave balance, based on the officer's rate of pay on his/her last day of paid service to the City; or
- 6.1.6.2.2 One month of paid health insurance for each unit of retirement health credit. At the time of retirement, the accrued sick leave balance may be converted to retirement health credits at the rate of one (1) unit for every eight (8) hours of accumulated sick leave with any remainder being rounded to the next higher credit; or
- 6.1.6.2.3 Cash compensation for twenty percent (20%) of accumulated sick leave based on the officer's rate of pay on his/her last day of paid service to the City, with the balance of accumulated sick leave converted to retirement health credits at the rate of one (1) unit for every eight (8) hours of accumulated sick leave and any remainder being rounded to the next higher credit. A unit of retirement health credit is equal to one month of paid health insurance.
- 6.1.6.2.4 Sick Leave Credit. At retirement, any unused sick leave you have may be converted to additional retirement service credit. (The additional service will not change your age at retirement.) You will receive credit for all unused sick leave certified by the Personnel Officer. It takes 125 days or 1000 hours of sick leave to receive half (0.5) a year of service credit with PERS. If the credit is indicated and verified on your retirement application, it is added to the first retirement check. If not, an adjustment is calculated after your retirement date and paid retroactively to you by PERS. To receive sick leave credit, your retirement date

must be within 120 days of the date of separation from employment.

Officers hired by the City on or after July 1, 2011 are only eligible to convert their sick leave balance to additional service credit at retirement in accordance with 6.1.6.2.4 above.

- 6.1.7 Any officer who qualifies for retirement health credit conversion and chooses the option of converting their accumulated sick leave balance to retirement health credits under 6.1.6.2.2 or 6.1.6.2.3 that has at least twenty (20) years of service with the City may elect to have their accrued sick leave balance converted to retirement health credits at the rate of one (1) unit for every six (6) hours of accumulated sick leave with any remainder being rounded to the next higher credit. The retirement health credit calculated pursuant to this Section 6.1.7 shall not exceed the highest HMO health plan premium as may be in effect at the time such credit is applied. The election pursuant to this Section 6.1.7 shall be made at the time of retirement.
- 6.1.8 Double Coverage. Workers who qualify for the retirement health credit conversion may elect double coverage at the rate of two (2) units for every month of paid health insurance.
- 6.1.9 Family Coverage. Workers who qualify for the retirement health credit conversion may elect family coverage at the rate of three (3) units for every month of paid health insurance.
- 6.1.10 Transfer of Sick Leave for Catastrophic Illness. Transfer of sick leave for catastrophic illness is designed to assist officers who have exhausted sick leave due to a catastrophic illness, injury or condition of the worker. This policy allows other workers to make voluntary grants of time to that worker so that he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

A catastrophic illness is defined as an illness which has been diagnosed by a competent physician, requiring an extended period of treatment or recuperation, and which has a significant risk to life or life expectancy. Confirmation of the condition and prognosis by a health care provider chosen by the City may be required.

The Personnel Division will discuss with the POA or their designated representative an appropriate method of soliciting contributions from coworkers. The contributions shall be submitted to the Personnel Division and Personnel will process the contribution list in the order established. Any officer shall be allowed to contribute a maximum of eighty (80) hours of sick leave from their accrued sick leave balance to another full-time or permanent part-time worker in the City who is suffering from a catastrophic illness and

has exhausted his or her own sick leave, provided, however, they have maintained a positive sick leave balance of forty (40) hours or more following the donation. Once the contribution is made it cannot be rescinded.

Upon return to work, an officer may bank any remaining hours that have been contributed up to a maximum of forty (40) hours. If the contribution list has not been exhausted, the contributing workers will be notified that their contribution was not required and the balance restored.

6.2 Long Term Disability

6.2.1 Should any non-work related illness or injury extend beyond ~~thirty (30)~~ forty-five (45) working days, the City will insure continued payment to the worker at 66.67 percent of salary, up to a maximum as provided in the long term disability policy. The amounts paid shall be less any payments received from either workers' compensation or retirement. During the first year of disability and so long as no retirement determination has been made by the City, the worker will be entitled to continued City paid health insurance, AD&D, dental and life insurance benefits. At the end of 365 calendar days from the date of illness or injury or unless previously retired, should the worker not be able to return to work, the worker will be permitted to continue to participate in City paid health insurance, AD&D, and dental and life insurance benefits. However, the employee will be required to pay 100% of any premium.

6.3 Leave Without Pay

6.3.1 Leaves of absence without pay may be granted in cases of personal emergency or when such absences would not be contrary to the best interest of the City.

6.3.2 Requests for leaves of absence without pay must be written and submitted to the Chief of Police and Human Resources. The Human Resources Director may grant a member leave of absence without pay for a period not to exceed one (1) year, during which time no benefits and no seniority credit will accrue. Approval shall be in writing. Upon expiration of a regularly approved leave, or within five (5) working days after notice to return to duty, the officer shall be reinstated in the position held at the time the leave was granted. Failure on the part of an officer on leave to report promptly at its expiration, or within three (3) working days after notice to report to duty, may be cause for disciplinary action.

6.3.3 If an officer is on an extended leave without pay, the City agrees it will not condition the return on the passing of a polygraph examination and will limit any other examination for fitness to the last thirty (30) days of said leave.

6.4 Jury Duty and Subpoenas - Not Related to Official Duties

6.4.1 An officer required to report for jury duty or to answer a subpoena as a witness, provided the witness has no financial interest in the outcome of the case, shall be granted a leave of absence with pay from his/her assigned duties until released by the court, provided the officer remits to the City all fees received from such duties other than mileage or subsistence allowances within thirty (30) days from the termination of jury service.

6.4.2 When an officer returns to complete a regular shift following time served on jury duty or as a witness, such time falling within work shift shall be considered as time worked for purposes of shift completion and overtime computation. In determining whether or not an officer shall return to his/her regular shift following performance of the duties above, reasonable consideration shall be given to such factors as travel time and a period of rest.

6.5 Military Leave

Military leave of absence shall be granted and compensated in accordance with Military and Veterans Code Sections 389 and 395 et seq. Officers entitled to military leave shall give the appointing power an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

6.6 Bereavement Leave

An officer shall be allowed regular pay for not more than three (3) working days when absent because a death has occurred in the immediate family. For purpose of bereavement leave, members of the immediate family shall be limited to mother, father, child, sibling, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, grandmother, grandfather, spouse, domestic partner, or dependent of the officer. Officers may use personal leave for bereavement purposes for relations not included above provided such leave is approved in advance by the Chief of Police.

6.7 Miscellaneous Leave Provisions

6.7.1 Leaves of absence without pay which exceed four (4) weeks and are for leaves other than military, or job related disability shall not be included in determining seniority.

6.7.2 At the conclusion of a leave of absence an officer shall be returned to an equivalent position within his/her classification.

6.7.3 For any unpaid leave of absence the officer may elect to continue insurance coverage for up to the duration of his/her leave of absence at his/her own expense.

6.7.4 For any paid leave of absence, all benefits continue to accrue.

- 6.7.5 The City Manager or designee will designate the specific beginning and ending dates to meet the needs of the work and the City, which shall not exceed one unpaid year.
- 6.7.6 At the specified date for return to duty from unpaid leave, if the officer has been disabled, the officer's notice of intention to return to duty shall be accompanied by a physician's statement certifying that the officer is medically qualified to assume full duties and responsibilities. If an officer is not medically qualified to assume full duties, on the date specified in 6.7.5, he/she shall be granted a leave accumulated in accordance with section 6.1.1 and Labor Code Section 4850 but shall not be entitled to any other benefits.
- 6.7.7 At the conclusion of a leave of absence for any disability the officer may be required to submit a physician's statement certifying that he/she is medically qualified to resume work.
- 6.7.8 Leaves shall not be unreasonably denied.
- 6.7.9 All provisions of this Article shall be administered in conformance with the Family and Medical Leave Act and the California Family Rights Act.

6.8 Training Offset

- 6.8.1 Officers who work a patrol shift as part of a 4/12 work schedule shall be provided with a bank of twenty-four (24) hours for training offset, credited pay period one (1) of each payroll calendar year. The hours shall be used to fill in for the remainder of a shift where voluntary training was provided (e.g., if an employee attends an eight (8) hour day of training, he or she may use four (4) hours of training offset time to complete his or her twelve (12) hour shift. Eight (8) hours training plus four (4) hours training offset = twelve (12) hour shift).

These hours may only be used in conjunction with supplementing time off for voluntary training.

- 6.8.2 Training offset hours do not carry over to subsequent years. Training offset hours may not be cashed out, paid out on separation or used for any purpose other than stated above.

ARTICLE 7: WORK SCHEDULE

The Chief of Police shall determine the appropriate regular or alternative work schedules for the Department and the various divisions, sections and details based upon feasibility or operational needs. The Chief of Police will meet and confer with P.O.A. prior to making any changes to existing work schedules.

7.1 4/10 Work Schedule

A 4/10 work schedule is defined as ten (10) hours per day worked, four (4) days per calendar week. If used during the term of this Memorandum of Understanding, it shall be subject to the following conditions:

- 7.1.1 The “4/10” schedule shall apply to police officers assigned to traffic, detectives, crime prevention or special assignments with the approval of the Chief of Police.
- 7.1.2 In the event the City elects to change the scheduling of days off or starting times for the shifts, the City shall provide at least thirty (30) days’ advance written notice and an opportunity for the P.O.A. to meet and confer on such proposed change.
- 7.1.3 In the event that staffing level falls to a point where a “4/10” schedule is no longer feasible, or operational needs of the department are not consistent with the “4/10” schedule, the City agrees to consult with P.O.A. prior to changing to an alternative work schedule.
- 7.1.4 If the City determines significant adverse impact of the “4/10” schedule because of increased sick leave, or increased overtime, or insufficiency in staffing levels, the City reserves the right to change to an eight (8) hours per day schedule.
- 7.1.5 The parties agree that provisions in the Personnel Rules and other City rules and regulations may be modified, expressly or impliedly, as they apply to those represented employees working the “4/10” schedule.
- 7.1.6 The 4/10 schedule shall revert to a five day, eight hour shift for any training that requires attendance at class for a consecutive five day period.

7.2 4/12 Work Schedule

A 4/12 work schedule is defined as a series of twelve (12) hours per day worked in four consecutive days followed by four consecutive days off. The maximum assignment may total 168 hours in a twenty-eight (28) day cycle. If utilized, the schedule is subject to the following:

- 7.2.1 The 4/12 schedule shall apply to police officers assigned to general patrol and shall not apply to detectives, traffic, code enforcement or special assignments without the approval of the Chief of Police.
- 7.2.2 In the event the City elects to change the scheduling of days off or starting times for the shifts, the City shall provide at least thirty (30) days’ notice and

an opportunity for the P.O.A. to meet and confer on such proposed changes.

7.2.3 The parties agree that provisions in the Personnel Rules and other City rules and regulations may be modified, expressly or implicitly, as they apply to those represented employees working the 4/12 schedule.

7.2.4 Nothing herein shall prevent the City from making temporary changes to address bona fide non-staffing emergencies that may arise during the term of this Agreement.

7.3 Job Sharing

The City shall consider requests for job sharing. Job sharing is defined as an arrangement between two full-time regular sworn officers who share the responsibilities of one position. Each employee agrees to relinquish his/her full-time status (40 hours a week) and work half-time (20 hours a week). The opportunity for a job sharing arrangement will depend on the operational and staffing needs of the department at the time of the request. Job sharing arrangements shall be developed in accord with the "Job Share Program Policy".

7.4 Shift Change

The scheduled shift change dates shall take place on the first day of a twenty eight (28) day payroll cycle occurring closest to June 1, October 1 and February 1.

Further, the shift bid and vacation request process shall be as follows:

7.4.1 Shift bid will take place one month into the rotation. Two consecutive shift rotations will be bid at one time. Notice will be provided to the officers two weeks prior to the designated day when the shift bid will occur.

7.4.2 On the designated shift bid day, officers will be assigned a fifteen minute time slot, by seniority, in which to call or come in to make their bid. Two phone numbers will be provided in which to call in. If the time allotted expires, that officer will be moved to the next available time slot at the bottom of the seniority list. If an officer is going to be out of the area, and unable to call in during their allotted times, a "proxy" bid will be allowed. The scheduling supervisor must be notified in advance who will be responsible for calling in the "proxy" bid prior to the designated shift bid day.

7.4.3 Requests for guarantee vacation during the rotation periods will also be taken by seniority on the day of shift bid. No single vacation day request will be accepted during the following dates: May 5, July 4, and January 1. However, if these dates fall within an officer's approved week request, it shall be granted.

- 7.4.4 Each employee will have the ability to choose (1) less than one week vacation pick except those listed above, as long as it falls within their total fiscal year accrual of vacation. Employees signing up for less than one week vacation will prevent any other employee, on the same team, from having the ability to sign up for vacation during that same week due to our current time off policy, unless requested days do not conflict. The week for the purposes of this section will be Sunday through Saturday.
- 7.4.5 Prior to each shift bid process, special attention will be given to the department's specialty assignment list. If an officer is due to rotate out of their assignment during the rotation period for which the bid process is occurring, adherence to MPPD Policy 1029 – Rotational Assignments will be followed. The officer "will be extended to the next shift rotation date with approval of the Chief of Police".
- 7.4.6 The scheduling Sergeant will be present on the designated shift bid day to monitor all time slots, patrol shift slots and vacation requests.
- 7.4.7 This section shall not apply to probationary employees, permanent employees whose assignments do not require shift changes, Police Recruits, Canine Officer, and employees in acting assignments.
- 7.4.8 Employees assigned to Canine and other specified assignments will bid by seniority for those assignments in slots designated by the Department (e.g., a canine officer may bid only for canine slots). The Chief may reassign employees in these assignments based on operational need at any time.
- 7.4.9 Shift bid for Corporals will be by seniority in slots designated by the Department.
- 7.4.10 The Chief of Police reserves the right to implement an individual rotating schedule in lieu of a team schedule.

7.5 Schedule Changes for Individual Officers

The Department may change individual officer or Corporal schedules with five (5) calendar days' notice. Any officer or Corporal whose schedule is changed with less than five (5) calendar days' notice will be paid overtime for the first four (4) hours of the new schedule. This section shall not apply to (a) emergency situations; (b) probationary employees; (c) voluntary schedule changes; (d) schedule changes for training; or (e) schedule changes for employees in Canine or out of class assignments.

- 7.6 Nothing herein shall prevent the City from making temporary schedule changes to address bona fide emergencies that may arise during the term of this Agreement. An "emergency" is an unanticipated or unforeseen event or occurrence beyond the control of the City or the Police Department which requires prompt and immediate

law enforcement response to prevent injury or damage to life, person, or property.

ARTICLE 8: GRIEVANCE PROCEDURE

8.1 Definitions

- 8.1.1 A “grievance” is an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Understanding, , policy and/or procedure manuals affecting the working conditions of the officers covered by this Agreement; or
- 8.1.2 A “Disciplinary appeal” is an appeal from a disciplinary action of a Letter of Reprimand of higher against an officer covered by this Memorandum of Understanding.
- 8.1.3 A “grievant” is any officer adversely affected by an alleged violation of the specific provision of this Memorandum, or the Union.
- 8.1.4 A “day” is any day in which the administrative offices of the City of Menlo Park are open for regularly scheduled business.

8.2 General Provisions

- 8.2.1 Until final disposition of a grievance, the grievant shall comply with the directions of the grievant’s immediate supervisor.
- 8.2.2 All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 8.2.3 Time limits for appeal provided at any level of this procedure shall begin the first day following receipt of the written decision by the grievant and/or the P.O.A.

Failure of the grievant to adhere to the time deadlines shall mean that the grievant is satisfied with the previous decision and waives the right to further appeal. The grievant and the City may extend any time deadline by mutual agreement.
- 8.2.4 Every effort will be made to schedule meetings for the processing of grievances at time which will not interfere with the regular work schedule of the participants. If any grievance meeting or hearing must be scheduled during duty hours, any employee required by either party to participate as a witness or grievant in such meeting or hearing shall be released from regular duties without loss of pay for a reasonable amount of time.
- 8.2.5 Any officer may at any time present grievances to the City and have such grievances adjusted without the intervention of the P.O.A., as long as the

adjustment is reached prior to arbitration and the adjustment is not inconsistent with the terms of the Memorandum: provided that the City shall not agree to resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response. Upon request of the grievant, the grievant may be represented at any stage of the grievance procedure by a representative of the P.O.A.

8.3 Grievance Procedure (for grievances as defined in 8.1.1)

8.3.1 Level I - Immediate Supervisor

8.3.1.1 Any officer who believes he/she has a grievance which is an alleged violation of the specific provisions of this Memorandum of Understanding shall present the grievance orally to the immediate supervisor within ten (10) days after the grievant knew, or reasonable should have known, of the circumstances which form the basis for the grievance. Failure to do so will render the grievance null and void. The immediate supervisor shall hold discussions and attempt to resolve the matter within ten (10) days after the presentation of the grievance. It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee and the immediate supervisor.

8.3.2 Level II - Chief of Police

8.3.2.1 If the grievance is not resolved at Level I and the grievant wishes to press the matter, the grievant shall present the grievance in writing on the appropriate form to the Chief of Police within ten (10) days after the oral decision of the immediate supervisor. The written information shall include: (a) A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; (b) A listing of the provisions of this agreement which are alleged to have been violated; (c) A listing of the reasons why the immediate supervisor's proposed resolution of the problem is unacceptable; and (d) A listing of specific actions requested of the City which will remedy the grievance.

8.3.2.2 The Chief of Police shall communicate the decision to the grievant in writing within ten (10) days after receiving the grievance. If the Chief of Police does not respond within the time limits, the grievant may appeal to the next level.

- 8.3.2.3 Within the above time limits either party may request a personal conference.
- 8.3.3 Level III - Appeal to the City Manager
 - 8.3.3.1 If the grievant is not satisfied with the decision at Level II, the grievant may within ten (10) days of the receipt of the decision at Level II appeal the decision on the appropriate form to the City Manager. This statement shall include a clear, concise statement of the reasons for the appeal.
 - 8.3.3.2 The City Manager or designee shall communicate the decision to the grievant within ten (10) days. If the City Manager or designee does not respond within the time limits provided, the grievant may appeal to the next level.
- 8.3.4 Level IV - Binding Arbitration
 - 8.3.4.1 If the grievant is not satisfied with the decision at Level III, the grievant may within ten (10) days of the receipt of the decision submit a request in writing to the P.O.A. for arbitration of the dispute. Within twenty (20) days of the grievant's receipt of the decision at Level III, the P.O.A. shall inform the City of its intent as to whether or not the grievance will be arbitrated. The POA and the City shall attempt to reach a mutual agreement on an arbitrator. If no agreement can be reached, the parties shall jointly submit to the California State Mediation and Conciliation Service a request for the submission to representatives of the parties of a list containing the names of seven (7) Arbitrators who confirm their availability to hold and complete the arbitration hearing within sixty (60) days and who are members of the National Academy of Arbitrators (NAA). Upon receipt of the lists, the parties shall alternately strike names from the list, and the name which remains shall be the designated Arbitrator.
 - 8.3.4.2 The arbitrator shall conduct and complete the hearing on the grievance, within sixty (60) days of the date of the P.O.A.'s request for arbitration. The parties may mutually agree to extend that timeline. The parties shall file their post-hearing briefs within thirty (30) days of the close of the hearing and the arbitrator shall render a decision on the issue or issues submitted within thirty (30) days of the submission of the briefs. If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

8.3.4.3 The City and P.O.A. agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provision or provisions of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or the written ordinances, resolutions, rules, regulations and procedures of the City, nor shall he/she impose any limitations or obligations not specifically provided for under the terms of this Agreement. The Arbitrator shall be without power of authority to make any decision that requires the City or management to do an act prohibited by law.

8.3.4.4 The award of the arbitrator shall be final and binding.

8.3.4.5 The fees and expenses of the arbitrator (including the cost of any list of arbitrators pursuant to Section 8.3.4.1) shall be shared equally by the City and P.O.A.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the parties.

8.3.4.6 By filing a grievance and processing it beyond Level III, the grievant expressly waives any right to statutory remedies or to the exercise of any legal process other than as provided by this grievance/arbitration procedure. The processing of a grievance beyond Level III shall constitute an express election on the part of the grievant that the grievance/arbitration procedure is the chosen forum for resolving the issues contained in the grievance, and that the grievant will not resort to any other forum or procedure for resolution or review of the issues. The parties do not intend by the provisions of this paragraph to preclude the enforcement of any arbitration award in any court of competent jurisdiction.

8.4 Disciplinary Appeals

8.4.1 This procedure shall be the sole and exclusive procedure for processing appeals to disciplinary actions and shall satisfy all administrative appeal rights afforded by the Public Safety Officers Procedural Bill of Rights Act, Government Code Sections 3300, et seq.

- 8.4.2 A “disciplinary appeal” is a formal written appeal to any punitive disciplinary action including dismissal, demotion, suspension, reduction in salary, letters of reprimand, or transfer for purposes of punishment. However, letters of reprimand are not subject to the arbitration provisions of this procedure. This procedure also shall not apply to the rejection or termination of at will employees, including those in probationary status. Any reduction in pay for change in assignment which occurs in the course of regular rotation and is not punitive shall not be subject to this procedure.
- 8.4.3 Nothing herein constitutes a waiver of rights of employees otherwise granted by law.
- 8.4.4 Persons on probationary status (entry-level or promotional) may not appeal under this agreement rejection on probation.
- 8.4.5 Letters of Reprimand may be appealed under this section only to Level III-City Manager level.
- 8.4.6 An employee challenging a suspension, demotion or dismissal shall begin at Level III for this process.
- 8.4.7 Any officer who believes he/she has an appeal to any punitive disciplinary action (as defined in Section 8.1.2) shall present the appeal in writing to the City Manager within ten (10) days after receipt of the Notice of Discipline. Failure to do so will be deemed a waiver of any appeal. The City Manager or designee shall hold a meeting to hear the appeal within ten (10) days after the presentation of the appeal and shall issue a decision on the appeal within ten (10) days after the presentation of the appeal. For Letters of reprimand, the City Manager’s decision shall be final. However the employee may write a response to the Letter of Reprimand and have that response included in his or her personnel file.
- 8.4.8 For appeals from dismissal, demotion, suspension, reduction in salary, or transfers for purposes of punishment, if the employee is not satisfied with the decision of the City Manager, the employee may, within ten (10) days of the receipt of the decision, submit a request in writing to the P.O.A. for arbitration of the dispute. Within twenty (20) days of the City Manager’s decision, the P.O.A. shall inform the City of its intent as to whether or not the discipline will be arbitrated. The POA must be the party taking the matter to arbitration.
- 8.4.9 The parties shall attempt to agree to the selection of an arbitrator. However, in the event that the City and the POA cannot agree upon the selection of an arbitrator within twenty one (21) calendar days from the date that the POA has notified the City of its intent to proceed to Arbitration, the following procedure shall be followed:

8.4.9.1 The parties will request a list of seven (7) arbitrators with experience in public safety discipline cases from the State Mediation and Conciliation Service. The parties shall alternately strike names from the list, and the name that remains shall be the designated arbitrator. ~~8.4.9.1 The following list of five (5) arbitrators shall be used for determining the arbitrator. The parties shall alternately strike names from the list, and the name that remains shall be the designated arbitrator. In the event the selected arbitrator is unable to schedule the arbitration hearing within ninety (90) calendar days, the parties shall use the arbitrator whose name was most previously struck from the list and will continue up the list in the inverse order of striking (i.e., last struck first) until reaching the name of an arbitrator able to schedule the arbitration hearing within ninety (90) calendar days:~~

- ~~1. Alexander Cohn~~
- ~~2. Joseph Grodin~~
- ~~3. Carol Ann Vandrillo~~
- ~~4. John Wormuth~~
- ~~5. John LaRocce~~

8.4.10 The City and P.O.A. agree that the arbitrator shall prepare a written decision containing findings of fact, determinations, of issues and a disposition either affirming, modifying or overruling the disciplinary action being appealed. The parties expressly agree that the arbitrator may only order as remedies those personnel actions which the City may lawfully impose.

8.4.11 An arbitration award under this section shall be subject to a petition to confirm, correct, or vacate pursuant to Code of Civil Procedure 1285 seq. In addition to the grounds set forth in 1286.2(a), a petition to vacate may be premised on errors of law extrinsic to the terms of the agreement.

8.4.12 The fees and expenses of the arbitrator (including the cost of any list of arbitrators) shall be shared equally by the City and P.O.A. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of the services of such court reporter shall be shared equally by the parties.

8.4.13 The award of the arbitrator shall be final and binding.

8.4.14 Within thirty (30) days' written notice from the City, the Parties agree to reopen this MOU on the issue of Police Reform, including ways to increase transparency and public accountability, and consideration of the

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disciplinary and disciplinary appeal process. Any changes will be by mutual agreement only.

ARTICLE 9: OUTSIDE EMPLOYMENT

A unit member shall not engage in any employment, activity or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his/her duties as an employee of the City, or with the duties, functions, or responsibilities of the City. All outside employment activity shall be governed by Section 1040 of the Police Department Manual.

ARTICLE 10: LAYOFFS, RESIGNATION, AND TRANSFER

10.1 Layoffs

- 10.1.1 The City Council retains authority to abolish positions, organize and reorganize City departments and determine organizational needs. In the event that the City eliminates a particular position or reduces the number of positions within a City department in a particular classification and the layoff of any employee in the department shall result therefrom, layoffs in the department shall be made in accordance with this Article.
- 10.1.2 All probationary employees in a particular classification shall be laid off before any regular employee in the classification.
- 10.1.3 Except as otherwise provided, layoffs shall be made in reverse order of seniority. The employees with the least time served in a classification shall be laid off first, with ensuing layoffs occurring in reverse order of length of service in the classification. If two employees have served the same time in the classification, then, as between those two employees, the layoff shall be based on total time of service with the City including any contiguous service as a contract employee. If total time of service with the City is the same, then, as between those two employees, the layoff shall be based on performance ratings, and the need of the department, as determined by the department head.
- 10.1.4 Length of service shall be determined by computing total continuous service starting from the first day of service as a probationary employee in a classification, or, if necessary, the first day of service as a probationary employee with the city. Up to three months a year spent on active military leave and job related education leave shall be included. For employees working less than full time, hours shall be converted into eight hour days for purpose of determining the length of service. Length of service in a classification shall include length of service in higher classification.
- 10.1.5 Regular employees subject to layoff, including regular employees on probation following reclassification, reinstatement, transfer, promotion, or

demotion, shall be entitled to displace a less senior employee from a position in a lower classification in the same department so long as the employees were at one time members of the bargaining unit whose members were displaced. Any employee displaced under this subsection is an employee subject to layoff and is entitled to all the rights provided by the Rule, including the right to displace another employee. For any employee retreating within the department, seniority shall be computed as length of service in the classification to which the employee is retreating, plus any time served in any previously held higher classification in the department.

- 10.1.6 The names of all laid off employees shall be placed on a re-employment list for a period of three years following layoff for the position from which the former employee was laid off. Former employees on such list shall have employment preference over persons on eligibility lists. The former employee with the most seniority on this list shall be entitled to preference over other former employees on the list, provided that the position is filled within three years of the former employee's layoff and the former employee accepts the position, and reports to the City Manager within ten calendar days after notice is mailed to the former employee's last known address.
- 10.1.7 Former employees appointed from a re-employment eligibility list shall be restored to all rights accrued at the time of layoff, including rate of vacation accrual and seniority, unless compensation therefor has been received prior to re-employment. Severance pay, if any, shall not be repaid.
- 10.1.8 Regular employees who are laid off, including regular employees on probation following reclassification, reinstatement, transfer, promotion, or demotion, shall be entitled to two weeks' severance pay. Employees designated for layoff shall be given at least fifteen calendar days written notice.
- 10.1.9 No employee shall have greater or lesser seniority or other rights under this Article by virtue of representation by a particular union or lack of representation by any union.

10.2 Resignation

An employee wishing to resign in good standing from the competitive service shall file with the Chief of Police at least two weeks before leaving the service, a written resignation stating the effective date and reasons for leaving. The resignation shall be forwarded to the City Manager with a statement by the Chief of Police as to the resigned employee's service performance and other pertinent information concerning the cause for resignation. Failure to give proper notice of resignation shall be entered on the service record of the employee and may be cause for denying future employment by the city. Officers who have resigned will be allowed to rescind the resignation within seventy-two (72) hours of the original submittal by delivering

written notice of rescission to the City Manager or to the watch commander if City hall is closed.

10.3 Reinstatement After Resignation

With the approval of the City Manager, an employee who has resigned with a good record may be reinstated within two years to his former position, if vacant, or to a vacant position in the same classification. Reinstatement is discretionary with the City Manager and not a matter of right. The re-employment eligibility list for laid off employees shall have preference over reinstatement under this Article. An employee reinstated under this Article shall be a probationary employee.

10.4 Transfer

In the discretion of the City Manager an employee may be transferred from one position to another position in the same classification. In the discretion of the City Manager, an employee who is being laid off may be transferred to a vacant position in the same or lower classification, in order to provide for employment upon layoff. No employee shall be transferred to a position for which the employee does not possess the minimum qualifications.

ARTICLE 11: VACATIONS

11.1 Vacations

Each officer shall be entitled to an annual paid vacation, accrued as follows:

Less than three (3) years of service - ninety-six (96) hours per year

Three (3) years of service through five (5) years of service - one hundred twelve (112) hours per year

Six (6) years of service through ten (10) years of service - one hundred thirty-six (136) hours per year

Eleven (11) years of service through fifteen (15) years of service - one hundred fifty-two (152) hours per year

Over fifteen (15) years of service - one hundred seventy-six (176) hours per year

11.2 Effect of Probationary Period

The probationary period counts for purposes of vacation accrual.

11.3 Maximum Accrual

Vacation may be accrued up a maximum of four hundred forty (440) hours. After reaching said maximum, the officer must take time off or accrual will be frozen.

11.4 Scheduling

The Police Chief shall determine the vacation schedule considering the needs of the service and the officer's desires.

11.5 Payment on Separation or Leave

Accrued vacation time up to the maximums described in Section 11.3 above shall be paid to an officer permanently separated from City service.

11.6 Cashout of Vacation Accrual

Officers may cash out accrued Vacation in accordance with the Vacation Cashout Policy.

ARTICLE 12: PERSONNEL ACTIONS

12.1 Probation

- (a) Lateral appointments to a Police Officer position in this bargaining unit, who come from another police agency and who have obtained a POST basic certificate, and Academy Graduates who have obtained a POST basic certificate shall be subject to a probationary period of twelve (12) months.

Appointments to the Police Recruit classification are temporary appointments and time spent as a Police Recruit will not count towards the probationary period for Police Officer.

- (b) Appointments to a Police Corporal position in this bargaining unit shall be subject to a probationary period of twelve (12) months.

12.2 Unsatisfactory Probation of Promoted Employee

A regular employee who is rejected for a position to which the employee has been promoted shall be placed as a regular employee in the highest position meeting the following requirements:

- (a) the employee formerly held such position as a regular employee;
- (b) the employee was not discharged or demoted from such position;
- (c) the employee did not resign from such position, or if so, was reinstated to it;

(d) the position is in existence at the time of termination of the probationary period;

(e) the employee has greater seniority than the employee holding such position.

Any employee displaced under this Article is an employee subject to layoff and is entitled to all rights provided by Article 9.1, including the right to displace another employee.

12.3 Discharge, Demotion, Suspension, and Reprimand

12.3.1 Grounds

12.3.1.1 Employees may be discharged, demoted, suspended, or reprimanded for just cause, including but not limited to:

12.3.1.1.1 Employee's failure or inability to perform duties required by management for the particular position or to conform to required policies of the City.

12.3.1.1.2 Employee's breach of discipline, violation of legal obligations to the Employer, or dishonesty.

12.3.1.1.3 Misrepresentation to the Employer, including any false statement or non-disclosure of a material fact, or any actual or attempted deception.

12.3.1.1.4 Conviction of a felony that is job related.

12.3.1.1.5 Failure to report to work for a period of three consecutive working days and to communicate satisfactory reasons for not reporting to work.

12.3.2 Discharge and Demotion

12.3.2.1 The Chief of Police may recommend an employee be discharged or demoted for any of the reasons specified in Article 12.3.1 of this Rule. The employee shall be given a written statement of the reasons for the proposed demotion or discharge unless the employee files a written waiver thereof. No discharge or demotion shall become effective until:

(a) the employee fails to pursue appeal proceedings as hereafter provided, or

(b) the City Manager or designee has approved the discharge or demotion following a meeting with the employee as hereafter provided.

12.3.3 Suspension

12.3.3.1 The Chief of Police may suspend an employee without pay for disciplinary reasons for a period not exceeding three (3) days of actual time.

12.3.4 Formal Reprimand

12.3.4.1 A Formal Reprimand is a written notification to an employee of misconduct and/or sub-performance. Reprimands shall not be subject to the arbitration provisions of Article 8, Disciplinary Appeals.

12.3.4.2 An employee who has received a formal reprimand and has completed twenty-four (24) months of work without further disciplinary action may request said formal reprimand be removed from the employee's personnel file. The City shall remove the reprimand based on a qualifying request. Formal reprimands eligible for removal shall not be relied upon for any future disciplinary action, unless the pending disciplinary action is for similar misconduct and/or sub-performance.

12.4 Personnel Files

Except as provided elsewhere in this article, in imposing disciplinary action the City may not rely upon any previous formal disciplinary action, or written evaluation not contained in the employee's personnel file. The City may rely on verbal or written warnings not made a part of the file issued within the preceding twelve (12) months. In cases where an officer is suspended or demoted and such discipline is sustained, a record of such action shall be kept in the personnel file and any such documentation supporting such action shall be kept in a separate file in the Human Resources Department.

12.5 Internal Affairs Investigations

Except when internal affairs investigations are assigned to a person(s) from an outside agency, all investigations shall be conducted by sworn officers of the Menlo Park Police Department, who shall be superior in rank to the officer(s) interviewed (except for alleged violations of the City's Anti-Harassment/Non-Discrimination policy investigations which may be conducted by Human Resources staff).

12.6 Complaint Investigations

In conducting Internal Affairs Investigations, the City shall comply with Penal Code Section 832.5 and Menlo Park Police Department Policy 1020 – Personnel Complaint Procedure. When conducting such investigations, the City agrees to provide sworn employees with the rights accorded them in Government Code Sections 3300, et seq.

12.7 Contract and Temporary Officers

- 12.7.1 The use of contract officers shall be eliminated.
- 12.7.2 Use of temporary officers shall not be used to circumvent the eligibility lists for appointment.
- 12.7.3 All budgeted positions shall be filled from the eligibility list.
- 12.7.4 Any contract officer who has not completed the service required for P.O.S.T. certification at the time this Agreement is executed shall be permitted to complete such service. At that time, the officer’s contract shall end.

ARTICLE 13: PAY RATES AND PRACTICES

13.1 Salary Schedule

13.1.1 Year 1 Payment (FY 21-22).
Bargaining unit members who are City employees during the first pay period following the City Council adoption of the resolution authorizing amendments to the MOU will receive a one-time lump sum payment of \$2,000. Employees may elect to have the \$2,000 Lump Sum Payment deposited into their Deferred Compensation Account (subject to IRS maximum contribution limits). If the employee does not elect to deposit the Lump Sum Payment into their Deferred Compensation Account or if the money cannot be lawfully deposited, it will be included in the employee’s paycheck for the applicable pay period. The Parties intend and understand that this lump sum payment is non-pensionable and will not be reported to CalPERS. The parties also agree that this payment is intended to be specific to the pay period in which it is paid and is to be considered part of the regular rate for this pay period only.
~~Effective the first full pay period following City Council adoption of this agreement and in recognition of the fact that bargaining unit members have not received a COLA since July 1, 2016, the pay rates for employees in this representation unit shall be increased by six percent (6%) [3% for FY 2017-18 and 3% for FY 2018-19].~~

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13.1.2 ~~Effective the beginning of the first full pay period following July 1, 2022, the pay rates for employees in this representation unit shall be increased by an amount equal to three percent (3%). Effective the beginning of the first full pay period following July 1, 2019, the pay rates for employees in this representation unit shall be increased by three percent (3%).~~

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13.1.3 ~~Effective the beginning of the first full pay period following July 1, 2023, the pay rates for employees in this representation unit shall be increased by an amount equal to three percent (3%) Effective the beginning of the first full pay period following July 1, 2020, the pay rates for employees in this representation unit shall be increased by three and one half percent (3.5%).~~

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13.1.4 Classification and Compensation Study
~~The parties agree to meet with the City's retained survey consultant, and review the consultant's recommended survey jurisdictions, benchmark classifications, and survey matches for a revised Total Compensation Survey to be completed by January 31, 2023.~~

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~~The Parties intend the Total Compensation Survey to provide information to support consideration of market-based equity adjustments for individual classifications for successor MOU negotiations. Negotiations will consider both the total compensation survey results and the City's Financial recovery, including:~~

- ~~• Impact on assessed values for the 2021, 2022, and 2023 rolls~~
- ~~• TOT recovery, considering 2019 baseline. Bargaining Unit members who are City employees during the first full pay period following City Council adoption of the resolution authorizing the amendments to the MOU, will receive a one-time contribution of 58 hours of leave time. This leave must be used by March 23, 2019. Any balance will be paid out with the paycheck for the following pay period.~~

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13.2 Step Increases

Merit advances from the first salary step to the second salary step shall be granted at six (6) months intervals and between second and subsequent steps at one (1) year intervals if the affected officer has demonstrated continued competent service. Officers who are hired in at Steps B, C or D, or are promoted and placed at Steps B, C or D will be eligible for their next step increase in six (6) months. For the purpose of determining step time requirements, time will commence on the first day of the month coinciding with or following entrance onto a salary step. Step increases shall be effective on the first day of the payroll period in which the time requirements have been met.

13.3 Bilingual Differential

13.3.1 Officers who are assigned to job duties requiring bilingual skills are eligible to receive Seventy-Five (\$75.00) each pay period for the use of bilingual skills in job duties arising during the normal course of work.

13.3.2 Eligibility for the bilingual pay differential shall be determined by the Human Resources Department on the basis of a proficiency test developed and administered by the City. Any officer who does not pass such a proficiency test shall be allowed to take the CHP conversational test, and if the officer passes the CHP test, the officer shall thereafter receive the bilingual differential. Notwithstanding the above, any officer called upon by the Chief, or the Chief's designee, frequently over a period of at least several months, to use a language other than Spanish shall be eligible for the bilingual differential upon passing a proficiency test for such language administered by the Human Resources Department, as above.

13.3.3 Bilingual skills shall not be a condition of employment except for officers who are hired specifically with that requirement. If an officer is hired under this provision, that requirement shall be included in the initial appointment letter.

13.3.4 No employee shall be required to use bilingual skills who is not compensated under this section.

13.4 Call Back Pay

Officers who are called back after leaving work at the end of either a normal shift or hold over period shall be entitled to a minimum of four (4) hours of pay at the rate of time and one-half (1-1/2).

13.5 Off-Duty Training

The City will make every reasonable effort to schedule training on-duty. If training is required for an employee who is off-duty, the City agrees to provide a minimum of two (2) hours at time and one-half (1-1/2).

13.6 Off-Duty Court Appearances

Any represented employee required to appear in Court during off-duty hours, shall receive a minimum of three (3) hours pay at time and one-half (1-1/2). Any represented employee required to appear on a day they are not scheduled to work or after working a ~~midnight graveyard~~ shift that ends in the morning of the day of the court appearance shall receive a minimum of four (4) hours pay at time and one-half (1-1/2).

13.7 Working Out of Classification

Any officer who with supervisory approval works in Sergeant classification shall be paid for working out of classification at the rate of the lowest step within the range

of the higher classification, or at five percent (5%) above the current rate of pay, whichever is higher. Such pay rate shall be paid for the hours duties are actually assigned and performed in the higher classification. The parties understand that Corporals performing duties as Watch Commanders are not working out of classification until they have been assigned to be Acting Watch Commander for more than ninety (90) consecutive calendar days. Corporals assigned to be Acting Watch Commander will receive out of classification pay beginning the 91st consecutive day of the assignment. Officers who are working as Acting Watch Commanders will be eligible for out of classification pay pursuant to Section 13.7.

13.8 Overtime and Compensatory Time

13.8.1 Officers on a forty (40) hour assignment shall be paid overtime at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) hours in a single workweek. Officers who work a patrol schedule under a 7(k) work period as allowed under the Fair Labor Standards Act shall receive overtime for all hours worked in excess of one hundred sixty-eight (168) hours in a 28 day work period. Hours worked shall include all hours for which the officer is in a paid status including paid leave time.

13.8.2 Overtime may be assigned on a required basis or requested by an officer and approved by the Police Department. At the option of the officer, overtime shall be paid or accumulated and taken as compensatory time.

13.8.3 Compensatory Time. An officer may accumulate a maximum of two hundred (200) hours of compensatory time. Compensatory time may be used when the services of an officer are not needed for the efficient functioning of the department, and must be approved in advance by the Police Chief or designee. Once an officer has reached the limits of compensatory time in this section he/she shall receive cash at the overtime rate for all overtime worked.

13.8.4 Upon termination, all unused compensatory time shall be paid off at the final rate of pay received by the officer, consistent with the FLSA.

13.8.5 The City has identified a potential issue involving constructive receipt based on employees' choice to elect either compensatory time off or pay for overtime work. The POA believes this issue is best resolved through a request for a Private Letter Ruling (PLR) from the Internal Revenue Service. Therefore, the POA agrees to take all actions to formally request a PLR on this issue (including payment of required fees) no later than March 15, 2019.

The following is the statement of the issue and question to be requested in the PLR:

- Sections 13.8.1, 13.8.2, 13.8.3, and 13.8.4 of the collective bargaining agreement between the City of Menlo Park and the Menlo Park POA, address the manner in which overtime and compensatory time are earned,

accrued, used, and paid. An employee may roll over their compensatory time bank from year to year up to the two hundred (200) hour limit, but may only use the banked hours for paid time off and cannot receive cash for the banked hours.

- Employees who work an overtime assignment have the option to receive pay or accumulate compensatory time off for the time worked. Employees make the election of whether to accrue compensatory time off or receive pay prior to when they turn in their timecard for the pay period in which it is worked (this can occur either before or after the time is worked).
- Does the above contract language regarding the manner in which overtime and compensatory time is credited and used constitute constructive receipt or is it compliant with IRS regulations as written?
- If the language does constitute constructive receipt which term or terms cause constructive receipt?

If the POA fails to take all actions to formally request a PLR by the deadline or the IRS determines that the current language in the MOU regarding an employee's election to receive pay or accrue compensatory time off for overtime worked triggers constructive receipt, the parties agree to immediate implementation of the following changes:

- (a) The option to choose overtime pay in cash or compensatory time shall be eliminated.
- (b) The Vacation Accrual cap will be increased from 440 hours to 550 hours; and
- (c) With the last full pay period each December, all unused compensatory time shall be cashed out at the employee's rate of pay.

If the IRS determines that constructive receipt does not occur in the identified circumstance, the vacation and compensatory time off accrual caps will remain status quo.

13.9 On-Call Status for Detectives

13.9.1 Detectives assigned to an on-call status shall be compensated one (1) hour of pay at the member's regular rate of pay for each day he or she is assigned to on-call duty.

13.9.2 On-call status shall be assigned by the Division Commander or designee and will normally be rotated among the detectives. On call assignments will

normally be for a one-week period, running from Tuesday at 0800 hours to the next Tuesday at 0759 hours. The Division Commander or their designee may allow for substitution or a change to the on-call scheduling as the need arises.

13.9.3 When a Detective is assigned to work as the Detective Supervisor, he or she will be compensated for on call duties pursuant to the MOU between the City and the Police Sergeants Association. The Detective Supervisor will not be the only on call detective.

13.9.4 Detectives who are on-call and fail to respond when called may be subject to disciplinary action.

13.10 Daylight Savings Time

For any shift that works during the night that clocks are moved forward one hour or back one hour in connection with Daylight Savings Time, officers will coordinate with their supervisors reporting an hour earlier or an hour later than their regular shift starting time so that hours worked shall be those of a regular shift.

13.11 On-Call Status for Court or District Attorney Directed Standby

Any represented employee required to be available by phone as directed by the Court or a representative of the District Attorney's Office shall be entitled to receive pay at straight time for all time required to remain on-call, provided, however, that the employee has received permission in advance from the Chief of Police, Police Commander or Watch Commander to be on said standby. This section shall not apply if the employee is eligible for pay under Section 13.6. Initial approval shall be for a maximum of four hours. If additional time is required by the District Attorney's Office, the officer shall call in to the Chief of Police, Police Commander or Watch Commander to receive permission to remain on on-call status for the additional time.

13.12 POST Incentive

Police officers who have received their POST Intermediate certificate shall receive a five percent (5.00%) POST incentive premium calculated upon their base pay, in accordance with the current practice.

Police officers who have received their POST Advanced certificate shall receive a ten percent (10.00%) POST incentive premium calculated upon their base pay, in accordance with the current practice.

While the City may assist the officer in determining POST certificate eligibility, the officer shall be responsible for submitting the proper paperwork in a timely fashion. POST incentive pay shall be effective on the first pay period in which the submittal by the employee has been accepted by the City. There shall be no retroactivity because the employee failed to file for either the intermediate or advanced certificate.

13.13 Canine Pay

13.13.1 Each Canine Handler assigned to the duty of caring for, feeding and supervising police dogs, shall receive seven (7) hours of overtime each biweekly pay period at time and one-half of the employees pay rate. Such additional compensation shall not be paid for any two (2) consecutive biweekly periods during which such additional duty is not performed by the employee, whether for the reason that the dog assigned to such employee is boarded at the kennel at City expense or otherwise.

13.13.2 The additional compensation provided for in Section 13.13.1 is calculated to equal one-half (1/2) hour per day care of the police dog and granted in recognition of the personal investment, duties and responsibilities of the K-9 assignment including the time spent by the unit employee while off duty in the care and maintenance of the assigned canine. The additional compensation is based on the expected additional work required for the care of the dog, given the work historically required for such care. This extra compensation is not to be considered premium pay. Any additional time beyond the biweekly limit of seven (7) hours stated above shall require approval in advance by the Chief of Police or designee. The City shall pay costs associated with the "Initial Basic Training of Handler and K-9" when an officer is assigned for canine duty. The City agrees to meet and confer with the POA over any modifications to this provision made necessary by changes in FLSA requirements prior to implementation.

13.14 Employee Vehicle Use Agreement

Officers assigned to detectives, who are assigned to use their personally owned vehicles for City use, shall receive a monthly automobile allowance of five hundred dollars (\$500.00). The automobile allowance shall cover all costs of operating the vehicle for City use, including but not limited to, maintenance, insurance and fuel.

13.15 Night Shift Differential

For officers assigned to patrol, the City shall pay a shift differential of two percent (2.00%) for regular assignment to night shift, calculated upon their base pay. The shift differential shall not be paid on any regularly assigned schedule worked which includes day or swing shift.

Shift differential shall only be paid to officers assigned to a night shift, and shall not apply to officers filling open shifts or otherwise assigned to nights on a temporary basis.

13.16 Longevity Pay

Effective July 4, 2010, employees who have achieved levels of continuous service

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time as a full time sworn police officer with the City of Menlo Park, and who have received annual performance reviews with overall ratings of “meets standards” or above shall be eligible to receive the following:

- 13.16.1 The first pay period after completing seven (7) years of service: two percent (2.00%) calculated upon base pay.
- 13.16.2 The first pay period after completing eleven (11) years of service: four percent (4.00%) calculated upon base pay.
- 13.16.3 The first pay period after completing fifteen (15) years of service: six percent (6.00%) calculated upon base pay.
- 13.16.4 The first pay period after completing twenty (20) years of service: eight percent (8.00%) calculated upon base pay.

The maximum longevity pay that may be received by an officer is eight percent (8.00%).

13.17 Specialty Assignment Pay

Specialized assignments of Police Officers shall be governed by the Menlo Park Police Department Policy Manual Section 1029. Officers regularly occupying a special assignment, as approved by the Chief of Police, shall receive five percent (5%) Specialty Pay, calculated upon base pay, for each biweekly period of said assignment.

13.18 Temporary FTO

Based on the needs of the Department, the Police Chief may designate one or more temporary field training officer (FTO) slots. Temporary FTO will be compensated as a special assignment under Section 13.17 during each pay period during which a trainee is assigned to the temporary FTO. When needed, the Police Chief shall request interested officers to submit a memorandum of interest.

ARTICLE 14: RETIREMENT BENEFITS

14.1 Retirement Plan

Retirement benefits for employees hired prior to July 1, 2011 shall be those established by the Public Employees’ Retirement System (PERS) for Local Safety Members 3% at age 50 Formula, highest single year.

Employees hired on or after November 20, 2011, who are not new members as defined by PERS, retirement benefits shall be those established by the Public Employees’ Retirement System (PERS) for Local Safety Members 3% at age 55 Formula, highest three years.

New employees, as defined by the Public Employees Retirement System (PERS) hired on or after January 1, 2013, retirement benefits shall be those established by PERS for Local Safety Members 2.7% at age 57 formula, highest three years.

14.2 Optional Provisions

14.2.1 1959 Survivor Allowance as set forth in Article 6 of Chapter 9 of the Public Employees' Retirement Law (commencing with Section 21380 of the Government Code) shall be provided. Section 21573 (Third Level of 1959 Survivor Benefits) shall be included.

14.3 City's Contribution to Retirement

14.3.1 The City shall pay the rate prescribed by the Public Employees' Retirement System for employer contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employer contributions.

14.3.2 Each classic employee shall contribute three percent (3.00%) toward the employer's contribution to the Public Employees' Retirement System. The amount shall be taken as a pre-tax deduction from the employees' paycheck each payroll period. The City and POA agree, that the three percent (3%) will continue past the expiration of the MOU. If for any reason the City is precluded from making the three percent (3%) deduction or the deduction cannot be made on a pre-tax basis the parties agree to meet and confer regarding ways to cure the defect.

14.3.2.1 As soon as practicable, the City will modify its contract with CalPERS to provide for a 3.0% additional Member Contribution over and above Normal Contribution for classic members. This means that classic members will make an additional 3.0% contribution into their member account and will cease making the contribution in 14.3.2. The total member contribution for classic employees will be 12%.

14.3.2.2 Upon completion of the contract amendment process in 14.3.2.1, the additional payment in 14.3.2 shall cease.

14.3.3 Each employee designated by CalPERS as a "new member" (PEPRA member) in accordance with applicable laws shall contribute the greater of half of the normal cost or twelve percent (12%).

14.3.3.1 In the event that half of the normal cost is less than twelve percent (12%), PEPRA members will contribute an amount equal to the difference between half of the normal cost and twelve percent (12%) toward employer's contribution to the Public Employees' Retirement System. For example, if half of the normal cost is 11.5%, PEPRA members will contribute an additional 0.5% for a total of 12%.

member 14.3.3.2 Any additional employer contribution paid by PEPRA shall be taken as a pre-tax deduction from the employees' paycheck each payroll period.

14.4 Officer's Contribution to Retirement System

The full employee contribution shall be deducted from the employee's pay by the City and forwarded to the Public Employees' Retirement System in accordance with the rules and regulations governing such contributions.

New employees, as defined by the Public Employees' Retirement System (PERS), hired on or after January 1, 2013, shall make a member contribution of 50% of the Normal Cost of the benefit.

14.5 Retiree Return to Work

A retiree may return to work upon the mutual agreement of the City and the retiree. The City agrees not to condition such retiree on passing a polygraph examination.

14.6 Honorary Retirement

Upon separation, an employee who leaves the service of the Menlo Park Police Department shall be considered retired provided the unit member has fifteen (15) years of service with the department and is in good standing at the time of departure.

A unit member shall be given a retirement badge and identification card.

A concealed weapons permit shall be granted pursuant to Penal Code Sections 12027 and 12027.1.

Retirement under this section shall be honorary and shall not involve any payment or benefit to the unit member or liability on the part of the City.

ARTICLE 15: UNIFORM ALLOWANCE, SAFETY EQUIPMENT, AND TRAINING

15.1 Uniform Allowance

Officers shall be paid an annual uniform allowance of One Thousand Forty Dollars (\$1,040.00) annually on the twenty-fifth pay period of the year to be used for the purchase and maintenance of uniforms. The uniform allowance will be accrued and reported to CalPERS pro-rata on a bi-weekly basis. Effective Pay Period 1 2022 (which begins in December 2021), this paragraph shall cease to be effective and the following shall control.

Effective Pay Period 1, 2022. Officers shall be paid an annual uniform allowance of One Thousand Forty Dollars (\$1,040.00) annually to be used for the purchase and maintenance of uniforms. The uniform allowance will be paid pro-rata on a bi-weekly basis.

The City shall pay the cost of providing one class A uniform for all officers during the officer's employment with the City.

Normal attire for patrol officers shall be a distinctive police uniform. Officers shall have the option of wearing either boots or shoes as part of the normal duty uniform. Motorcycle officers shall have the option of wearing a leather jacket.

15.2 Donning and Doffing of Uniforms

It is acknowledged and understood by the City and the POA that the donning and doffing of uniforms and related safety equipment may be performed at home or other location outside of the Police Department.

ARTICLE 16: DAMAGED PROPERTY OF POLICE OFFICERS

- 16.1 In accordance with Police Department policy 5.5.7 "Use of Authorized Personal Equipment", any officer may be reimbursed for the costs of replacing or repairing property, such as eyeglasses, dentures, watches, or articles of clothing necessarily worn or carried when such items are damaged in the line of duty, without fault of the officer.
- 16.2 Luxury items such as jewelry, watches over fifty dollars (\$50.00) in value, and other non-required items will not be covered by this section.
- 16.3 Before the allowance or payment is made, the officer shall file a claim with the department. There shall be attached to said claim all receipts showing the monies expended by the claimant for the repair or replacement of said property.
- 16.4 The department shall reserve the right to refer any claim, which is excessive or does not meet the previously stated criteria, to the normal City claim procedure.

ARTICLE 17: BENEFIT PROGRAMS

17.1 Cafeteria Plans

17.1.1 The City shall make a direct contribution equal to the minimum employer contribution for agencies participating in the Public Employees Medical and Hospital Care Act (PEMHCA) on behalf of each active employee and qualified retiree.

17.1.2 Effective the first month following City Council adoption of this agreement, the City shall continue to make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 17.1.1 equals the following:

\$2,351 per month - family coverage

\$1,811 per month - two-person coverage

\$961 per month - single coverage

[EXAMPLE: If the PEMHCA minimum contribution is \$140, then the City shall make a flexible benefits plan contribution of \$2,211 per month for

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family coverage, \$1,671 per month for two-person coverage and \$821 per month for single coverage.]

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to \$391,367.00 per month. This amount is no longer contributed through the flexible benefits plan.

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17.1.3 For the plan year beginning January 1, 2022, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 17.1.1 equals the contributions in Section 17.1.2 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2020 to February 2021. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).

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Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to \$391,367.00 per month. This amount is no longer contributed through the flexible benefits plan.

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17.1.4 For the plan year beginning January 1, 2023, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.1 equals the contributions in Section 17.1.3 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2021 to February 2022. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to \$367,391.00 per month. This amount is no longer contributed through the flexible benefits plan.

17.1.5 For the plan year beginning January 1, 2024, the City shall make a nonelective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.1 equals the contributions in Section 17.1.4 increased by an amount equal to the twelve-month increase in the consumer price index (CPI-U San Francisco-Oakland-San Jose) measured from February 2022 to February 2023. However, the increase in the City's contribution shall be no less than two percent (2.0%) and no more than four percent (4%) (i.e., CPI 2-4%).

~~Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to \$391~~367~~.00 per month. This amount is no longer contributed through the flexible benefits plan.~~

~~17.1.2 In addition, the City shall continue to make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 17.1.1 equals the following:~~

~~————— \$2,128 per month ————— Employee plus 2/more dependents
————— \$1,647 per month ————— Employee plus 1 dependent
————— \$845 per month ————— Employee only~~

~~Cash in Lieu of Medical Coverage: Employees who waive coverage will be entitled to \$391 per month. Effective the first of the month following City Council approval of this MOU, this amount will no longer be contributed through the flexible benefits plan.~~

~~17.1.3 Effective the first of the month following City Council approval of this agreement, the City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which together with the minimum PEMHCA contribution in 17.1.1 equals the following:~~

~~————— \$2,154 per month ————— Employee plus 2/more dependents
————— \$1,700 per month ————— Employee plus 1 dependent
————— \$875 per month ————— Employee only~~

~~————— [EXAMPLE: If the PEMHCA minimum contribution is \$122, then the City shall make a flexible benefits plan contribution of \$2,032 per month for family coverage.]~~

~~————— Cash in Lieu of Medical Coverage: Employees who waive coverage will be entitled to \$391 per month.~~

~~17.1.4 Effective January 1, 2020, the City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 17.1.1 equals the following:~~

~~————— \$2,200 per month ————— Employee plus 2/more dependents
————— \$1,750 per month ————— Employee plus 1 dependent
————— \$905 per month ————— Employee only~~

~~————— [EXAMPLE: If the PEMHCA minimum contribution is \$122, then the City shall make a flexible benefits plan contribution of \$2,078 per month for family coverage.]~~

~~Cash in Lieu of Medical Coverage: Employees who waive coverage will be entitled to \$391 per month.~~

- 17.1.~~65~~ Each officer may use his/her allocated amount for any benefits permitted by law and provided for in the FSA plan document. The plan document will be amended to eliminate cash distributions.
- 17.1.~~76~~ Each employee must enroll in an available PEMHCA health insurance plan or demonstrate that he or she has health insurance coverage equivalent to the PEMHCA plan in order to waive coverage.
- 17.1.~~87~~ Officers who wish to have domestic partners covered under the cafeteria plan may do so after filing the “Declaration of Domestic Partnership” form with the California Secretary of State and complying with any other requirements necessary to qualify for domestic partner health benefits under the CalPERS health program. It is understood that the premiums and benefits provided as a result of covering domestic partners may be taxable, and that the City will administer the program in accordance with State and Federal Tax regulations.
- 17.1.~~98~~ The parties share an interest in addressing the increase in the cost of PEMHCA benefits. To that end, the parties agree that the City may contract with different health benefit providers, consortia, or groups to provide health coverage that is equivalent to that provided under PEMHCA.

If either the benefits provided or the rate structure in place between active and retired employees is not equivalent to that provided under PEMHCA, then the City shall meet and confer with the Union prior to contracting with the alternative provider, consortia or group.

- 17.1.~~109~~ Effective July 1, 2017, Cash-in-Lieu of Medical Coverage amounts will be included in the calculation of regular rate for overtime purposes. In the event that a court issues a final decision holding that Cash-in-Lieu of Medical Coverage payments do not need to be included in the regular rate, the City will cease including Cash-in-Lieu in the regular rate.

17.2 Dental Insurance

- 17.2.1 The City shall pay the full cost for Dental Insurance administered by Delta Dental or an equivalent third party administrator up to the annual maximums described in the summary plan description.
- 17.2.2 Dental Benefits will be provided as described in the summary plan description.

17.2.3 The parties understand that all City employees must agree to participate in the plan administered by Delta Dental coverage and that, in the event Delta Dental will not provide coverage to the City (for example, if another bargaining unit fails to agree), the City will reinstate the reimbursement plan described in the 2014-15 MOU and that those benefits may be taxable.

17.3 Vision Plan

Effective January 1, 2017, the City shall pay the full cost for fully insured Vision Insurance provided by VSP, or an equivalent insurance provider, providing vision benefits as described in the summary plan descriptions.

17.4 Educational Leave and Tuition Reimbursement

The City shall contribute Eight Thousand Dollars (\$8,000) annually on July 1st of each year to the POA educational leave and tuition reimbursement fund. For FY 2021-22, the City shall make the \$8,000 contribution the first full pay period following City Council Adoption of the MOU. The City will reimburse expenses for tuition, books, lab fees and equipment, and curriculum fees incurred by an employee, for classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job related skills. Parking fees or health fees related to enrollment will not be included. Programs must be approved in advance. Reimbursement will be provided upon successful completion of approved courses. Employees must attach a final grade of "C" or better for both undergraduate and graduate work. The employees may not elect to take a "pass-fail" grade if the letter system of grading is offered. Courses providing a "pass/fail" must achieve a "pass" to qualify for reimbursement. Funds expended on tuition reimbursement will be subject to appropriate IRS regulations. Employees wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit.

All employees assigned by the City to attend meetings, workshops or conventions shall have their dues and reasonable expenses paid by the City and shall be allowed to attend such meetings and conventions on paid City time. Such required educational functions shall be reimbursed from departmental training funds and shall not be counted against the employee's allowance or the annual tuition reimbursement.

Employee may under tuition reimbursement fund request reimbursement for trade publications, technical books, and printed materials related to the employee's employment. Claims for qualified expenditures shall first be reimbursed to an individual maximum of fourteen hundred dollars (\$1,400) per fiscal year. After payment of all such claims, on June 30, should there be unused funds remaining in this fund, qualified expenses in excess of fourteen hundred dollars (\$1,400) already paid, and received no later than July 15 of that year, shall be reimbursed on a pro-

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rata basis not to exceed a total annual individual reimbursement of Five Thousand Dollars (\$5,000).

ARTICLE 18: POLICE RECRUIT

18.1 Police Recruit

The parties agree to the inclusion of the Police Recruit classification in the bargaining unit represented by the P.O.A. The Police Recruit is a temporary non-sworn classification whose sole duty is to participate in a P.O.S.T. (Commission on Peace Officer Standards and Training) -prescribed Police Academy training program sponsored by the City.

18.2 Appointment Type

All appointments to the Police Recruit classification will be temporary appointments, meaning that the appointment is for a definite term with a fixed expiration. Police Recruit appointments will be for the term of the Academy for which they are hired and will terminate no later than the graduation date of that Academy. Police Recruits who graduate from the Academy may be appointed to the Police Office classification immediately upon graduation.

As temporary appointments, Police Recruits have no due process or Civil Service rights and are not subject to the disciplinary procedures of this agreement (i.e., they can be terminated for failure to complete the Academy or for any other lawful reason, and their appointment will terminate automatically at the end of the Academy).

Police Recruit is a non-sworn classification and Police Recruits are not entitled to benefits available only to sworn members, including but not limited to the Public Safety Officers Bill of Rights (PSOBR), or Workers Compensation Benefits under Labor Code Section 4850.

The salary for Police Recruit shall be set at 19% below the bottom step of the Police Officer classification (e.g., if bottom step Police Officer is \$43.1144 per hour, then Police Recruit will be \$34.9227 per hour).

18.3 Benefits

Employees in the Police Recruit classification are limited to the following benefits:

1. City-sponsored medical benefits pursuant to Section 17.1;
2. Sick Leave pursuant to Section 6.1

Except as provided by law, Police Recruits are not eligible for any benefits not specifically referenced in this section, including but not limited to: the PSOBR, Workers Compensation Benefits under Labor Code Section 4850, vacation, or holidays. Employees in the Police Recruit classification will be required to participate

in the City's miscellaneous plan (subject to the additional employee contributions in Section 14.3 or 14.4 as applicable).

18.4 Overtime

Police Recruits are entitled to overtime as required by law.

18.5 Appointment to Police Officer Classification

Police Recruits who graduate from the Academy and are appointed to the classification of Police Officer will be entitled to all benefits of a Police Officer under this Agreement.

Time spent as a Police Recruit will not count towards seniority or benefits accruals as a Police Officer and the appointment date will be the date they were appointed to the Police Officer classification (not including any time spent as a recruit). For example, seniority under Section 10.1 will be calculated from the date of appointment to the Police Officer classification. Similarly, Step Increases pursuant to Section 13.2 will be based on appointment to the Police Officer classification and no credit will be given for time spent as a Recruit.

ARTICLE 19: FULL UNDERSTANDING MODIFICATION AND WAIVER

- 19.1 This Memorandum of Understanding sets forth a full and entire understanding of the parties regarding the matters set forth herein, and any and all prior or existing Memoranda of Understanding, understandings and agreements regarding the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety.
- 19.2 No practice or benefit provided by this Memorandum of Understanding shall be modified without the mutual agreement of the City and P.O.A.
- 19.3 If the City proposes to change any matter within the scope of representation which is not covered by this Memorandum of Understanding, the City shall provide the POA with notice and an opportunity to meet and confer over said change consistent with state law.

ARTICLE 20: SEPARABILTY

If a court of competent jurisdiction finally determines that any provision of this Memorandum is invalid and unenforceable, such provision shall be separable, and the remaining provisions of the Memorandum shall remain in full force and effect.

ARTICLE 21: LABOR MANAGEMENT COMMITTEE

Effective for the term of this agreement, the City and POA agree to the establishment of a Labor Management Committee (LMC) to serve as an advisory committee and to facilitate employee education and involvement in issues regarding CalPERS retirement benefits, including but not limited to, potential future costs increases and the impacts of said cost increases to the financial stability of the City.

The City and the POA shall each select their own representatives and in equal number, with no more than three (3) on each side. Each side is encouraged to propose issues for discussion, and the committee will jointly set priorities. Decision making within this forum will be by consensus. The LMC will set up regular meetings to occur not less than once per quarter and a means for calling additional meetings to handle issues on an ad hoc basis.

The LMC is not authorized to meet and confer or create contractual obligations nor are they to change the MOU to authorize any practice in conflict with existing contracts or rules.

ARTICLE 22: TERM OF AGREEMENT

22.1 This Agreement shall remain in full force and effect up to and including August 31, ~~2024~~2021.

The terms of this Agreement shall be effective upon the adoption of this Agreement by the City Council except as otherwise provided by specific articles of this Agreement.

Dated _____

City of Menlo Park

Menlo Park Police Officers' Association

Starla Jerome-Robinson
Interim City Manager

Allen Swanson
POA President

Appendix A

Salary Schedule Effective February 3, 2019					
Classification Title	Step	Annual	Monthly	Bi-Weekly	Hourly
Police Officer	A	\$ 97,911	\$ 8,159	\$ 3,766	\$ 47.0727
	B	\$ 102,806	\$ 8,567	\$ 3,954	\$ 49.4261
	C	\$ 107,946	\$ 8,996	\$ 4,152	\$ 51.8972
	D	\$ 113,344	\$ 9,445	\$ 4,359	\$ 54.4922
	E	\$ 119,012	\$ 9,918	\$ 4,577	\$ 57.2171
Police Corporal	A	\$ 105,377	\$ 8,781	\$ 4,053	\$ 50.6619
	B	\$ 110,646	\$ 9,220	\$ 4,256	\$ 53.1952
	C	\$ 116,178	\$ 9,682	\$ 4,468	\$ 55.8549
	D	\$ 121,987	\$ 10,166	\$ 4,692	\$ 58.6476
	E	\$ 128,086	\$ 10,674	\$ 4,926	\$ 61.5799
Police Recruit					\$ 38.1289

Salary Schedule Effective July 7, 2019					
Classification Title	Step	Annual	Monthly	Bi-Weekly	Hourly
Police Officer	A	\$ 100,848	\$ 8,404	\$ 3,879	\$ 48.4848
	B	\$ 105,890	\$ 8,824	\$ 4,073	\$ 50.9088
	C	\$ 111,185	\$ 9,265	\$ 4,276	\$ 53.4541
	D	\$ 116,744	\$ 9,729	\$ 4,490	\$ 56.1269
	E	\$ 122,582	\$ 10,215	\$ 4,715	\$ 58.9336
Police Corporal	A	\$ 108,538	\$ 9,045	\$ 4,175	\$ 52.1817
	B	\$ 113,965	\$ 9,497	\$ 4,383	\$ 54.7910
	C	\$ 119,663	\$ 9,972	\$ 4,602	\$ 57.5305
	D	\$ 125,647	\$ 10,471	\$ 4,833	\$ 60.4070
	E	\$ 131,929	\$ 10,994	\$ 5,074	\$ 63.4273
Police Recruit					\$ 39.2727

Effective July 5, 2020					
Classification Title	Step	Annual	Monthly	Bi-Weekly	Hourly
Police Officer	A	\$ 104,378	\$ 8,698	\$ 4,015	\$ 50.1818
	B	\$ 109,597	\$ 9,133	\$ 4,215	\$ 52.6907
	C	\$ 115,076	\$ 9,590	\$ 4,426	\$ 55.3250
	D	\$ 120,830	\$ 10,069	\$ 4,647	\$ 58.0914
	E	\$ 126,872	\$ 10,573	\$ 4,880	\$ 60.9963
Police Corporal	A	\$ 112,337	\$ 9,361	\$ 4,321	\$ 54.0081
	B	\$ 117,954	\$ 9,830	\$ 4,537	\$ 56.7087
	C	\$ 123,852	\$ 10,321	\$ 4,764	\$ 59.5441
	D	\$ 130,044	\$ 10,837	\$ 5,002	\$ 62.5212
	E	\$ 136,546	\$ 11,379	\$ 5,252	\$ 65.6472
Police Recruit					\$ 40.6473

RESOLUTION NO. 6678

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK
APPROVING AND ADOPTING THE COMPREHENSIVE MEMORANDUM OF
UNDERSTANDING WITH MENLO PARK POLICE OFFICERS' ASSOCIATION
WITH A TERM OF SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2024**

WHEREAS, the City of Menlo Park received a report on expiring labor agreements on February 9, 2021 in accordance with City Council's policy on Public Input and Outreach Regarding Labor Negotiations; and

WHEREAS, the Memorandum of Understanding ("MOU") between the City of Menlo Park ("City") and the Menlo Park Police Officers' Association ("POA") expired on August 31, 2021; and

WHEREAS, Negotiators for City and POA began the meet and confer process on June 29, 2021, and met six times before reaching tentative agreement (TA) on a successor MOU on September 17, 2021; and

WHEREAS, City and the POA have met and conferred in good faith and have agreed to the attached comprehensive successor MOU (Exhibit A); and

WHEREAS, the terms of the successor MOU make changes to the wages, flexible benefit plan contributions, and one-time lump sum payments in 2021 and has a term September 1, 2021 to August 31, 2024; and

WHEREAS, POA membership ratified the TA set forth in Exhibit A on September 23, 2021; and

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MENLO PARK HEREBY RESOLVES THAT:

1. City ratifies the TA with POA for a successor MOU with a term of September 1, 2021 through August 31, 2024, as set forth in Exhibit A attached and incorporated by reference.
2. City Council authorizes the city manager to execute the successor MOU.
3. City Manager may approve formatting edits to the successor MOU.

I, Judi A. Herren, City Clerk of Menlo Park, do hereby certify that the above and foregoing City Council Resolution was duly and regularly passed and adopted at a meeting by said City Council on the twenty-sixth day of October, 2021, by the following votes:

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AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this ___ day of October, 2021.

Judi A. Herren, City Clerk



STAFF REPORT

City Council

Meeting Date:

10/26/2021

Staff Report Number:

21-210-CC

Regular Business:

Consider land use strategy options to meet the City's Housing Element Regional Housing Needs Allocation for the planning period 2023-2031, and identify a preferred land use scenario for further evaluation as part of the environmental review process

Recommendation

Staff recommends that the City Council review and consider the land use strategies to meet the City's Regional Housing Needs Allocation (RHNA) identified in this report and the recommendations of the Planning Commission and Housing Commission, and identify the preferred scenario that will serve as the basis for further refinement for the housing element, and the project description analyzed in the environmental impact report and the fiscal impact analysis.

Policy Issues

State Housing Law requires that jurisdictions throughout California adequately plan to meet the housing needs of everyone within their community, as well as future residents, by regularly updating their general plan's housing Element. The Regional Housing Needs Assessment (RHNA, pronounced "ree-nah") identifies the specific number of housing units at each income level category required to comply with State mandates. Additionally, the Affirmatively Furthering Fair Housing (AFFH) Act requires that all local public agencies facilitate deliberate action to explicitly address, combat, and relieve disparities resulting from past patterns of segregation to foster more inclusive communities.

As part of the housing element update, the City is also updating its safety element and preparing its first environmental justice element of the general plan. The components of the housing element update will consider several land use, housing, and environmental policies. The City will prepare an environmental impact report (EIR) to comply with the project's California Environmental Quality Act (CEQA) requirements. The purpose of an EIR is to provide the public and decision-makers with information about the potential effects a proposed project could have on the environment. Although not required by State law, the City will also prepare a fiscal impact analysis (FIA) to provide information about potential financial effects on City, school districts, and special districts.

Background

The housing element update is a City Council priority and includes efforts to update its housing element and safety element and prepare a new environmental justice element. Under California law, every jurisdiction in the State is required to update the housing element every eight years and have it certified by the California Department of Housing and Community Development (HCD.) The housing element is one of the seven State-mandated components of the City's general plan and requires local governments to adequately plan

to meet their existing and projected housing needs for all income levels. The City Council last adopted the housing element in April 2014 and covers the planning period from 2015-2023. The next cycle’s deadline for jurisdictions in the Bay Area, which is set by HCD, is January 2023, and covers the planning period for 2023-2031. This is also known as the sixth housing element cycle.

RHNA overview

The RHNA process consists of two major outcomes: (1) determining the total number of housing units each jurisdiction has a responsibility to plan for in each housing cycle; and (2) identifying how many of those units the jurisdiction must plan for at each income level. The RHNA numbers are provided by the State at the regional scale and then allocated to each jurisdiction (e.g., city, town) by the appropriate regional authority (i.e., Association of Bay Area Governments.)

Table 1 shows Menlo Park’s progress towards meeting its RHNA from the fifth housing element cycle (2015-2023.) Since the beginning of this cycle, building permits were issued for 1,416 new housing units. While this figure is more than double the total amount of required housing (655 units), only the requirement for the “Above Moderate” income level has been met so far.

Table 1: Fifth cycle RHNA (2015-2023) – progress (units)					
	Very low	Low	Moderate	Above moderate	Total new housing units
Fifth cycle RHNA allocation	233	129	149	150	655
Total through 2020	148	80	11	1,177	1,416
Percent complete	64%	62%	8%	785%	N/A

On May 20, 2021, the Association of Bay Area Governments (ABAG) approved the final RHNA methodology and draft allocations for jurisdictions within the nine-county Bay Area. Table 2 identifies the draft number of housing units at each income level specifically required in Menlo Park during the sixth cycle update to the housing element. For comparison, the fifth cycle requirements are also provided.

When planning for how to meet the RHNA, HCD recommends an additional “buffer” of the housing allocation between 15-30 percent. Table 2 also includes an estimate of the total number of housing units with a 30 percent buffer added to the draft RHNA numbers. This buffer is an important component of housing planning in that it allows for case-by-case decision-making on individual projects in certain circumstances and ensures that an adequate supply of sites is provided throughout the entire planning period (2023-2031), especially for lower-income RHNA. The buffer is essential to ensure compliance with the “No Net Loss Law” (Government Code 65863.) The City can also create a buffer by projecting site capacity at less than the maximum density for some reductions in density at the project level.



Table 2: Draft 6 th cycle RHNA (2023-2031) – required new housing units					
	Very low	Low	Moderate	Above moderate	Total new housing units
Fifth cycle RHNA	233	129	149	150	655
Sixth cycle RHNA	740	426	496	1,284	2,946
Sixth cycle RHNA with 30% Recommended Buffer	962 (740+222)	554 (426+128)	645 (496+149)	1,669 (1,284+385)	3,830 (2,946+884)

Note: The California Department of Housing and Community Development recommends a 15-30% buffer of additional housing units above the RHNA. With the recommended buffer, Menlo Park’s 6th Cycle is 3,388 to 3,830 total new housing units.

Local jurisdictions and HCD had until July 2021 to submit appeals to ABAG’s draft RHNA and identify any concerns. No jurisdiction in San Mateo County appealed their “fair share” allocation; however, if other appeals are successful in other counties and ABAG adjusts the allocation, it is possible that the current number of units required in Menlo Park could be modified. ABAG’s RHNA and appeal process will conclude in late 2021, at which point Menlo Park will have final numbers for its housing element update. The sixth cycle housing element must then be approved by each jurisdiction and submitted to HCD by January 2023.

Fair housing overview

To achieve compliance with the housing element’s requirement for AFFH, the City must acknowledge the existing level of segregation that has been created from past practices and patterns of segregation. This history includes racial covenants in neighborhoods as early as the 1920s, the expansion of Highway 101 in the 1950s, and the subsequent disenfranchisement of northern neighborhoods (particularly Belle Haven) through predatory real estate practices like blockbusting. These past practices have resulted in segregation based on race, income-level, property value, access to high performing schools, and proximity to services.

Therefore, each potential housing strategy identified in this report must be considered in the context of these disparities and with the goal of improving equity. Local jurisdictions must evaluate and address how particular sites available for development of housing will meet the needs of households at all income levels. The goal is to end segregated living patterns and transform racially and ethnically concentrated areas of poverty into areas of opportunity.

Community engagement and outreach

From the outset of this effort, the City Council has stressed the importance of community engagement, especially with underrepresented populations, and creating a process that is inclusive and intentional. To assist in achieving this goal, the City Council formed the Community Engagement and Outreach Committee (CEOC) who has helped guide the project team in its outreach efforts. The project team has conducted a number of events and activities over the past four months, including a community survey, several community meetings, multiple pop-up events, and focus group meetings with targeted groups in the community. One of the primary goals of the outreach and engagement efforts was to gain a better understanding of community values and priorities and to create a foundation for future conversations about possible solutions and policy changes. Additional information about highlighted project events and activities

can be viewed on the project timeline subpage of the housing element update website (Attachment A.)

Community survey

Between July and September 2021, for about a six-week timeframe, online and paper surveys were conducted in support of the housing element update. In total, there were 1,562 survey participants, however, through analysis with the vendor, it was determined that 799 survey participants appear to have been subject to internet protocol (IP) spoofing (i.e., multiple surveys submitted from false device addresses for the purpose of impersonating another computer system.) A total of 763 survey participants were validated as authentic and these responses are summarized in Attachment B. In general, the common themes from the community input reflect initial public feedback and indicate that the housing element strategy should achieve the following:

- Provide housing for all stages of life (e.g., students, singles, young families, seniors);
- Evenly distribute housing, including affordable and multi-family housing, throughout Menlo Park;
- Prioritize housing sites close to transit, businesses, and public services;
- Pursue Downtown as an ideal location for more housing; increase density along El Camino Real in the Downtown area and enable mixed-use development at this location;
- Enable non-residential to residential land use conversions that promote affordable housing and/or mixed-use development;
- Support accessory dwelling units, duplexes, and triplexes; and
- Support multi-family development between three and five stories.

Land use strategies and opportunity sites/areas community meeting

On September 23, 2021, the project team conducted a community meeting to discuss and receive feedback on the various land use strategies to meet the City's housing goals. The project team provided background information, asked specific poll questions, and provided questions for open-ended responses. There were 75 attendees at the meeting.

A more detailed summary of the meeting and full responses to the poll questions and responses to the open-ended discussion prompts can be found in Attachment C. A majority of respondents stated that their preferred affordable housing strategies were to place additional housing in the El Camino Real/Downtown Areas or on City-owned parking lots. When asked in which commercial area of Menlo Park they would prioritize housing development; Willow, Middlefield, or Sharon Heights, respondents were split relatively evenly, with a slight plurality (42 percent) prioritizing Sharon Heights.

Some respondents expressed interest in mixed-use residential and commercial developments, as well as considerations for walkability, vibrancy, and green infrastructure. During the open discussion, respondents voiced concern over tenant protection measures and ability of the city's infrastructure and school districts to accommodate new residents.

Joint Planning Commission and Housing Commission meeting

On October 4, 2021, the Planning and Housing Commissions conducted a joint meeting to review and discuss land use and site strategy options for the 2023-2031 housing element and to provide recommendations to the City Council. A summary of the joint meeting is included as Attachment D. The staff report and the recording of the meeting are included as Attachments E and F, respectively.

At this meeting, the project team presented three land use scenarios:

- Option A, Moderate Upzoning Throughout the City;
- Option B, Mixed Use Development Focused on Middlefield/Willow; and
- Option C, Mixed Use Development Focused in Downtown/El Camino Real.

These land use scenarios are discussed further in the Analysis section of this report. Additionally, the Commissions heard from 18 members of the public, including, but not limited to, residents, affordable housing developers, advocates for housing individuals with special needs and representatives from the Menlo Park City School District. Members of the Planning Commission and Housing Commission shared their input and provided separate recommendations to the City Council.

The Planning Commission and Housing Commission forwarded the below recommendations to the City Council:

- The Planning Commission is supportive of providing additional opportunities for housing and a variety of innovative suggestions were made, however, there are reservations about the packaging of the land use scenarios and the Planning Commission is unable to find a majority of support for any particular or combination of land use scenarios (i.e., Option A, B, or C) to meet the City's Regional Housing Needs Allocation for the 6th Cycle Housing Element Update.
 - *Note:* In general, there was not consensus over strategies particularly focused on the areas of Middlefield Road and the Sharon Heights neighborhood.
- The Housing Commission recommends to the City Council for proceeding with the land use scenario of Option C (Mixed Use Development Focused in Downtown/El Camino Real), with a modification for using the higher number of net new units in Sharon Heights (i.e., 588 units in Option A); encouraging the consideration of City-owned properties, excluding City parks/green spaces, for additional housing; and encouraging the consideration of engagement opportunities with developers to explore redevelopment of City-owned downtown parking lots (e.g., competition, Request for Offers or Proposals.)
 - *Note:* The consideration of additional City-owned parcels and a competitive process for the downtown parking lots were also discussed by the Planning Commission with some support; however, lack of consensus over location strategies prevented a formal recommendation of a strategy. The project team has prepared an analysis of the Housing Commission's recommendation and included it in the Analysis section below as Option D.

Analysis

For the 2023-2031 planning period, the City must plan for between 3,400 and 3,800 housing units as shown in Table 2 above. The housing element must demonstrate that there are sufficient sites and adequate capacity to accommodate the housing. One of the primary components of a housing element is the site inventory and analysis, which identifies suitable land for residential development and an analysis of the relationship of zoning and public facilities and services to these sites. As part of the available sites analysis, a local jurisdiction is required to demonstrate the projected residential development capacity of the sites that can be realistically achieved, and whether the sites can accommodate the RHNA by income level during entire the planning period. When evaluating potential sites, a number of parameters must also be considered, including:

- Demonstration that an existing use will likely be discontinued in the 2023-2031 planning period;
- Sites for lower-income households are not concentrated in lower resource areas and segregated areas of poverty;
- Sites must be at least 0.5 acres but no larger than 10 acres, unless justified;
- Proximity to transit, high performing schools, jobs, parks, and services;
- Access to health care facilities and grocery stores; and
- Proximity to available infrastructure and utilities.

Overview of potential land use strategies

Eight land uses strategies have been identified to achieve the sixth cycle RHNA requirements, while adhering to the intent of the fair housing requirements. The proposed land use strategies are intended to be broad and can be achieved throughout the City, and further refined throughout the process. The project team has taken the different land use strategies discussed at the various study session and community meetings and prepared three land use scenarios for consideration, and recently prepared a fourth scenario based on the recommendation by the Housing Commission on October 4, 2021.

The purpose of the City Council meeting is to identify a preferred land use scenario that will serve as the basis for further refinement for the housing element, and the project description analyzed in the Environmental Impact Report under the California Environmental Quality Act and the Fiscal Impact Analysis.

For context, the eight land use strategies are summarized below and include an estimated housing unit yield.

Fifth cycle housing element sites (reuse sites)

Per State law each housing element cycle must identify opportunity sites where housing development could be appropriate, taking into consideration factors such as site conditions, existing uses and development potential under existing zoning. Appendix A, Available Land Inventory, of the City's current housing element (2015-2023) identifies potential housing opportunity sites throughout the City (Attachment G.) During the planning period, not all locations were redeveloped with housing. As a result, Menlo Park can re-use some sites; however, some sites may need upzoning to achieve minimum densities set by the State. For metropolitan counties, such as, San Mateo County (and the cities within it), the State sets the minimum density at 30 dwelling units per acre (du/ac.) Therefore, to be eligible to reuse former opportunity sites, a site would need to have a minimum density of 30 du/ac and have the potential for by-right development (i.e., ministerial approval with no discretionary decision making) if 20 percent of the units are made affordable.

Major pipeline projects

According to HCD, development projects that have either been approved, issued a building permit, or received a certificate of occupancy since the beginning of the RHNA projection period may be credited toward meeting the RHNA allocation based on the affordability and unit count of the development. The projection period is the time period for which the regional housing need is calculated. For Menlo Park and other jurisdictions in the Bay Area, the sixth cycle projection period is June 30, 2022 to December 31, 2030. Identifying which projects that can be credited towards the City's sixth cycle RHNA is important to determining the remaining number of units the City will need to plan for in order to meet its total RHNA.

The adoption of the El Camino Real/Downtown specific plan in 2012, the fourth cycle RHNA in 2013, and the ConnectMenlo general plan in 2016 has enabled opportunities for over 5,000 new housing units in the City. Currently, the City has approximately 20 residential and mixed use projects that are either pending, approved or under construction. Attachment H summarizes these projects, which totals approximately 4,200 net new housing units, and identifies the project locations on a map. The City has some discretion in how to account for the various projects as part of the upcoming housing element, but the total number alone does not satisfy the RHNA requirement. A majority of the projects would count towards the fifth cycle RHNA (2015-2023), some projects would be considered sites towards the upcoming sixth cycle (2023-2031), while a small number of projects could be accounted for in both cycles.

The project team is defining projects that could count towards the sixth cycle RHNA as the 'pipeline projects'. For purposes of identifying the pipeline projects, the project team not only considered the anticipated status of the project as of June 30, 2022 (e.g. pending, approved, issued a building permit, under construction, or received certificate of occupancy), but also whether the site was included as part of the prior housing element.

For any pending or approved development project that was previously identified in the fifth cycle housing element, the project team is proposing to only report those units in the RHNA five annual progress report (APR) and not as a RHNA six site, regardless if the occupancy date is after June 30, 2022. Examples of these projects are ones located within the El Camino Real/Downtown specific plan area. While this may be a more conservative approach, the anticipated development would be aligned with the projected planning period. However, for a project that is pending, approved (but not yet under construction) or under construction as of June 30, 2022 and was *not* previously identified as a RHNA five site, the project team proposes that these projects be reported as part of the City's fifth cycle APR (if a building permit was issued) and listed in the sixth cycle housing element as helping to meet the City's sixth cycle RHNA. Examples of projects in this category are the Bayfront projects in District 1, which were enabled as part of the adoption of the general plan update that occurred after the adoption of the RHNA 5 housing element. These projects were rezoned outside of a housing element cycle and should be identified as a pipeline project for RHNA six. According to this methodology, the total number of pipeline units is approximately 3,600 units as shown in Table 3 below. This number is now inclusive of 400 units proposed as part of the SRI/Parkline master plan located at 333 Ravenswood, for which a formal application has been filed since the joint Planning and Housing Commissions meeting. This site was previously included as part of the different land use scenarios discussed later in the report. The pipeline projects also include two smaller residential projects located at 661-687 Partridge Avenue and 555 Willow Road. The latter project is still pending.

Table 3: Major pipeline projects		
Project	Status	Net new units
111 Independence Dr.	Approved	105
115 Independence Dr. (Menlo Portal)	Approved	335
141 Jefferson Dr. (Menlo Uptown)	Approved	483
123 Independence Dr.	Pending	432
165 Jefferson Dr. (Menlo Flats)	Pending	158
Willow Village	Pending	1,729
333 Ravenswood Ave. (SRI/Parkline master plan)	Pending	400
681-687 Partridge Ave.*	Approved	2
555 Willow Rd.	Proposed	3
Total		3,647

* Nine new units replacing seven existing units for a net total of two new units.

El Camino Real/Downtown

The El Camino Real and Downtown areas in Menlo Park provides another opportunity to explore for additional housing beyond the 2012 specific plan’s residential cap of 680 units that was previously studied in the 2015-2023 housing element. Due to the proximity to Caltrain and the services downtown, higher residential densities or other modifications to the development standards such as establishing minimum densities, proportional square footage to densities, reduced parking standards and/or increased heights could be considered within the Downtown/El Camino Real specific plan area to encourage housing production. The estimated yield for housing units is between 250 and 750 units.

Publicly-owned land

The City owns 49 parcels ranging in size from .01 acres for a portion of a right-of-way to 164 acres for Bedwell Bayfront Park throughout the city. A single park may be comprised of multiple parcels such as the case with Karl E. Clark Park, which consists of three parcels. The majority of the sites are in active use, mostly as a park or other City or municipal facility such as City Hall, the corporation yard, pump station or Menlo Park Fire Protection District fire station. For reference, a summary and map of the City-owned parcels is included in Attachment I. More data about these parcels can also be found on the City’s Open Data Portal, included as Attachment J.

City-owned parcels that are currently used as public parking lots in Downtown could potentially be developed for affordable housing. In order to determine the feasibility of these sites for affordable housing, a number of factors need to be taken into account.



In 1945 and 1946, the City established assessment districts to finance and construct Parking Plazas 1, 2, and 3. In 1955 and 1964, the City established assessment districts to finance and construct Parking Plazas 4, 5, 6, 7, and 8. The assessment districts financed the construction and installation of the parking lots but not the ongoing maintenance. Paved parking areas are a depreciable asset and a standard asphalt parking lot useful life, with proper maintenance, is approximately 25 years. Therefore, the asset value of the 1946 parking lot improvements was fully amortized nearly 50 years ago and the asset value of the 1964 parking lot improvements was fully amortized more than 30 years ago.

The subsequent maintenance, repair and replacement of the downtown parking lots has largely been paid by the City's taxpayers. The process for transitioning parking lots to affordable housing sites would require consideration of how title to the parcels is held by the City, the proposed structure of any affordable housing development, replacement parking needed, easements and other factors. While there is no legal prohibition on conversion of parking lot parcels for use as affordable housing sites, the applicable conversion process may differ based on the aforementioned considerations. The estimated total yield for housing on the Downtown parking plazas is between 50 and 250 units.

The use of City parkland was previously considered as part of this strategy, but the City Council subsequently expressed no interest in using parkland for housing purposes at its meeting on September 21, 2021.

During the joint Planning and Housing Commission meeting on October 4, 2021, the Housing Commission passed a motion recommending that the project team continue to explore City-owned property as a means to provide additional affordable housing units. This direction came after discussion and public comment from affordable housing advocates and developers who emphasized the role publicly-owned land plays in facilitating development opportunities for affordable housing - especially in areas with high land costs.

Commissioners encouraged the project team to look at sites with City offices or services that could be redeveloped with residential units on upper levels. Commissioners expressed that this direction was not to include existing parkland or parkland infrastructure. The project team further evaluated the City-owned parcels and identified factors in Attachment I that could affect development potential during the upcoming planning period.

A few sites to highlight include a 0.66-acre vacant lot at 1283 Willow Road in District 1 that would allow a mixed use development. However, given the fair housing guidance for no additional housing in District 1, this location was not identified as a potential site. The City also owns the property at 1000 El Camino Real, which would allow for higher density residential or a mixed use development near transit and services. However, this 1.5-acre site contains an active office use with a long-term lease that would likely not redevelop during this planning period.

Due to the cost to rebuild or relocate existing City facilities, opportunities to redevelop facilities with residential units would likely be financially challenging. Given the lot size (e.g., 0.1 acre) or location (e.g., creek) or use (e.g., right-of-way) of other City-owned parcels, these parcels would generally not be conducive to a housing development.

The estimated yield for housing on publicly owned land only reflects potential units from the Downtown parking plazas, unless the City Council would like to direct the project team to consider other City-owned parcels as a housing opportunity site. To further ensure that this yield is met and to explore providing an

even greater number of affordable units, the Housing Commission motion from the October 4, 2021 meeting encourages the City Council to establish a program for a competitive proposal process for the parking plazas to encourage innovation, maximize the development potential of these sites, and ensure the affordability goals are met.

Commercial sites

Existing vacant or non-vacant commercial sites are potential housing sites because they can either be converted to housing or develop as mixed-use buildings. There are a number of zoning districts within the City that currently do not allow for mixed-use residential/commercial developments. Examples include areas along the Middlefield Road, Willow Road, and Sand Hill Road. The housing unit range on commercial sites is estimated to be between 750 and 1,250 units.

Religious facilities

A new state law (AB 1851) encourage the streamlined development of affordable housing in the existing parking lots of religious facilities. The low land acquisition cost and potential “mission-driven” goals of religious organizations can encourage affordable housing. There are several religious facilities with parking lots suitable for development of affordable housing, and the estimated yield is up to 50 units.

Accessory dwelling units (ADUs)

HCD provides two different methodologies the City can use when applying ADUs as a strategy for achieving RHNA numbers. The first methodology allows the City to determine an annual ADU production rate based on outcomes from 2018-2020. During this time Menlo Park produced an average of 10.6 units per year. Therefore, 85 units could be assumed during the planning period covered by the sixth cycle element.

The second methodology (where no other data is available) allows a weighted average based on the ADU production between 2015-2017. The average is weighted (5 times the actual) as it assumes a higher rate of production attributed to more recent State legislation. This results in a total of 376 units assumed during the planning period covered by the sixth cycle element. Depending on the methodology applied, this solution could account for approximately 85 to 376 net new units and the lower end of this estimate is most appropriate. This is considered a “safe harbor” methodology, and the City would need to increase ADU incentives to substantially increase current production levels.

Single family areas

The Governor signed SB 9 and SB 10 on September 16, 2021 which continues efforts to streamline housing development process and provide for additional housing in the state. SB 9 allows all single family lots to subdivide into two lots and add a duplex on each of the two lots. SB 9 would allow 3 additional units on all single family parcels above 2,400 square feet. The City will continue to learn more about SB 9 and how it could affect actual housing production in the City. With the passage of SB 9, the project team will no longer consider additional housing options in single family areas (other than ADU programs) above and beyond State law unless directed by the City Council. There is the need for the creation and adoption of objective standards to facilitate ministerial review of SB 9 projects effective January 1, 2022.

SB 10 also enables greater development of a single-family zoned property, up to 10 units; however, it is only enabling legislation for local jurisdictions unlike SB 9 which is mandated. A City must first elect to create an SB 10 development framework in order for SB 10 projects to proceed. The City Council may wish

to provide direction to the project team on whether to pursue zoning ordinance changes pursuant to SB 10 concurrent with the housing element or as a program of the housing element to be implemented at a later date. Ordinances adopted pursuant to SB 10 are exempt from CEQA and could therefore, be considered at a later date.

Meeting the City’s RHNA

In summary, these land use strategies could potentially yield upwards of 6,000 dwelling units as shown in Table 4 below and represent sites throughout the City as shown in Attachment K. The quantity of units alone is not adequate for meeting the requirements of the housing element. Consideration must also be given to varying affordability levels, site location, and potential feasibility as a housing site. While all 6,000 units do not need to be studied as housing opportunity sites, there should be a buffer to allow flexibility as the sites are refined through the process.

Table 4: Land use strategies overview	
Potential strategy	Magnitude of potential new housing units
Pipeline projects	3,647
Fifth cycle sites	100 - 300
Religious facilities	0 - 50
Commercial sites	600 - 1,200
El Camino Real/Downtown	250 - 750
Accessory dwelling units	85
Single-family areas	Variable based on SB9
Total Units	4,682 to 6,032

Net RHNA targets

The City’s RHNA can be met through a combination of strategies such as pipeline projects noted above, accessory dwelling units (ADUs) based on building permit trends, and sites zoned for housing. The latter can be through existing opportunity sites or sites that are rezoned to allow for residential uses or higher density housing.

After subtracting both the pipeline projects and projected ADUs and applying these as a credit towards the City’s RHNA, it results in a “net RHNA”. The net RHNA number is what the City will need to plan for and is the focus of the following land use scenarios described later in this report. Table 5 below shows a comparison of the total RHNA and the net RHNA, including a breakdown of the remaining number of housing units in each income category. The table has been revised to reflect the updated pipeline projects by income level, including a clarification on the proposed BMR units in the Willow Village project. Although the project team is still refining numbers, it is anticipated that the City will need to identify sites for a total of 1,490 affordable units (very low, low, and moderate income categories) and zero above moderate income, or “market rate” units.



Table 5: Net New RHNA needed					
	Very low	Low	Moderate	Above moderate	Total new housing units
	0-50% AMI	51-80% AMI	81-120% AMI	>120% AMI	
Sixth cycle RHNA	740	426	496	1,284	2,946
30% Buffer	222	128	149	385	884
Sixth cycle RHNA with 30% buffer	962	554	645	1,669	3,830
Sixth cycle RHNA credit					
Pipeline projects	134	230	230	3,053	3,647
Accessory dwelling units	26	25	26	8	85
Credit subtotal	160	255	256	3,061	3,732
Total net new units needed	802	299	389		1,490

Note: AMI = Area median income

State law (AB 686) requires housing elements to identify opportunity sites where new housing development would be appropriately distributed throughout the community with a focus on high opportunity areas. This includes areas with access to good schools, parks, jobs and needed services.

Due to the high level of pending and approved housing in the Bayfront area, the focus of the sixth cycle housing element sites strategies is to provide housing opportunities in other areas of the city in order to plan for a more equitable distribution of new housing. While the City may retain and reuse some sites scattered throughout the City in the current housing element that have not been built-upon, Menlo Park will also need to identify and rezone new sites not previously identified to meet the state mandates. Therefore, the major pipeline projects in District 1 and reuse sites alone cannot satisfy the RHNA requirement.

Land use scenarios

The project team has developed four land use scenario options that strive to comply with State requirements and consider the public comments received over the past five months. The fourth scenario is a combination of other scenarios that reflects the recommendation from the Housing Commission on October 4, 2021.

When crafting these strategies, the project team identified various sites that could facilitate housing development, evaluated the potential for added density, and estimated each site’s capacity for both affordable and market rate units. The project team also assigned development ratios to consider the likelihood of sites within broad development areas to develop with housing during the planning period. Criteria for this analysis also included lot size, property ownership, age of existing buildings, proximity to transit and city services, displacement of existing affordable housing units and clustering of affordable units.



Menlo Park must also take a citywide approach to meet the RHNA requirements, including by income level, and complying with AFFH objectives. No single area or City Council District can absorb all the required new housing. In order to promote fair housing, new housing should be dispersed across the entire city. Given the number of pipeline projects, no additional housing is proposed to be planned in City Council District 1, with the exception of a small infill affordable, for-sale ownership project by MidPen Housing at 335 Pierce Road, which was submitted in response to the City's 2020 notice of funding availability (NOFA.)

The proposed land use scenarios take advantage of sites in City Council Districts 2, 3, 4, and 5. The range of sites under consideration are generally outlined with three main characteristics:

1. Sites that can accommodate affordable housing as determined by state law which are limited to 0.5 acres and 10 acres.
2. Access to resources including jobs, transit, parks, and schools. These sites are generally, 15-minute walking distances to these resources. Some sites were slightly further than 15 minutes from schools, notably the Sand Hill Road commercial sites and some religious facilities. However, in order to encourage more housing throughout the City and because these sites were still less than 20 minutes from the nearest school, they were included in the list of potential sites.
3. Have realistic feasibility of development during the planning period. Sites with newer buildings were excluded from the proposed range of sites.

Each scenario includes various densities and locations, with broad development patterns in the following four areas: Downtown/El Camino Real corridor, Middlefield Road corridor, Willow Road corridor, and in Sharon Heights. These areas are characterized as follows.

1. Downtown/El Camino Real:
 - **Santa Cruz Corridor:** This 10.9-acre area consists mostly of one and two-story buildings, particularly along Santa Cruz Avenue. Development would be at the default density of 30 du/ac except for parcels within the El Camino Real/Downtown Specific Plan Area that currently allow densities at or higher than 30 du/ac.
 - **Downtown Parking Lots:** Most of the parking lots in Downtown are owned by the City of Menlo Park and consist of 9.1 acres that potentially could be used for housing development.
 - **El Camino Real:** Underdeveloped lots within the El Camino Real commercial corridor account for 21.4 acres within the City. The project would include policy changes to allow housing within this area at the default density of 30 du/ac or greater given that the El Camino Real/Downtown Specific Plan already allows for densities at or higher than 30 du/ac.
2. Middlefield:
 - **Middlefield Corridor:** Underdeveloped lots within the Middlefield Road commercial corridor from Ravenswood Avenue to Willow Road account for 39 acres within the City. The housing element update would include policy changes to allow housing within this area at the default density of 30 du/ac or greater while retaining the ability for retail uses.
 - **USGS Site:** There is a 12-acre and a 5-acre parcel that is planned for auction as the USGS moves to Moffett Field. These are federally owned properties that would need to be rezoned to allow residential uses.

3. Willow:

- **Willow Corridor:** Underdeveloped lots within the Willow Road commercial corridor near US-101 and the VA campus account for 9.4 acres within the City. The project would include policy changes to allow housing within this area at the default density of 30 du/ac or greater.
- **VA Site:** The VA is considering developing a 2-acre portion of the site for housing along Willow Road in conjunction with MidPen Housing. Preliminary plans show approximately 61 new affordable units.

4. Sharon Heights:

- **Sand Hill Road:** Underdeveloped lots within the Sharon Heights neighborhood, near Sand Hill Road, account for 28.8 acres within the City. The project would include policy changes to allow housing within this area at the default density of 30 du/ac or greater.
- **Sharon Heights Shopping Center:** The Sharon Heights Shopping Center is a 7-acre property within the City. The project would include policy changes to allow housing at this site at the default density of 30 du/ac or greater while maintaining the ability for retail uses.

5. Other:

- **SRI (333 Ravenswood Avenue):** The strategies all consider the potential for a 10-acre portion at the southwest corner of the current SRI site to be developed with housing at 40 du/ac, based on initial plans to comprehensively redevelop the site. At a minimum, the project is expected to be developed according to the City's existing below market rate ordinance, requiring 15% of a 400-unit development – or 60 units – to be reserved for low-income housing. Given its proximity to Middlefield Road, the SRI site could be geographically considered as part of the Middlefield Corridor. Since the October 4 Planning Commission and Housing Commission meeting, the development application has been filed and the site is now identified as a pipeline project as shown in Table 3 above. Therefore, the numbers in the scenarios shared at the joint Commission meeting have been adjusted to reflect the greater credit towards RHNA 6 and the fewer housing units needed to fulfill the City's RHNA.
- **Former Flood School (321 Sheridan Drive):** The strategies all consider the 2.6-acre site owned by the Ravenswood School District in the Suburban Park neighborhood, to be redeveloped for housing. This site could support 78 affordable units at the default density of 30 du/ac.
- **Religious Facilities:** The City includes an area of 20.8 acres on sites with religious facilities that are eligible to develop affordable housing on their surface parking lots, pursuant to Assembly Bill 1851 (Wicks.) Assuming that approximately two of the city's seven faith-based organizations pursue their option to construct housing through this program, 32 affordable units can be developed in these lots throughout the city. The number of units and affordability levels are based on use of the default density.
- **335 Pierce Road:** MidPen Housing is seeking funding for a 12 unit for-sale project on an approximate .34-acre site for 100 percent affordable housing development. The project would be approximately 35 du/ac.

Table 6 provides a summary of the assumptions described above that are consistent amongst the three scenarios. In addition to the geographic areas and the acreage within that geographic area, the level of affordability and the densities are constant among the three scenarios. For reference, the estimated maximum number of units has been provided in the table. This number is more than twice the net RHNA that needs to be met, which provides some flexibility for how and where to meet the remaining RHNA.

Table 6: Scenario assumptions				
Areas	Acres	Affordability	Density	Estimated maximum units
Downtown/El Camino Real	41.4	100%	30-60**	955
Santa Cruz corridor	10.9	100%	30-60**	328
Public parking lots	9.1	100%	30	274
El Camino Real	21.4	100%	30-60**	353
Middlefield	42	100%	30	1,260
Middlefield corridor	24.6	100%	30	739
USGS site	17	100%	30	510
Willow	11	100%	30	342
Willow corridor	9.4	100%	30	282
VA Site	2	100%	30	61
Sharon Heights	36	100%	30	1,073
Sand Hill Road	28.6	100%	30	864
Sharon Heights Shopping Center	7	100%	30	209
Other Sites	22	100%	30**	216
335 Pierce Road	.34	100%	35.3	12
Ravenswood School District Site at Sheridan Dr	2.6	100%	30	78
Religious facilities	20.8	100%	30	126
Total				3,833

Default density and density increases

As shown in Table 6, most of the sites/areas have been evaluated at 30 du/ac. State law allows cities to assume lower-income affordable housing for sites that meet or exceed certain “default” densities, which is 30 du/ac for Menlo Park, to address affordability targets established by RHNA for very low and low-income households. Using the State’s “default” density approach, units at 30 du/ac can be anticipated to be 100 percent affordable because that is the anticipated minimum level of density needed for affordable development projects. Of these units, 50 percent are allocated at the very low-income level and 50 percent are allocated at the low-income level. HCD allows for units to be carried over into a higher affordability level (i.e., very low to low, low to moderate, and moderate to above moderate.)

While use of the default density meets HCD’s requirements, the project team understands that the default density must also be accompanied by effective housing policies and programs that help promote the production of affordable housing. The City can further encourage and facilitate production of affordable units on these sites through development standards such as minimum densities, increased heights, and/or reduced parking rates and regulatory incentives such as density bonuses for affordable housing. For example, the City currently has an affordable housing overlay (AHO) which allows for density bonuses, development incentives, and fee waivers to encourage the development of affordable housing. The City could consider expanding its existing affordable housing overlay which currently only applies to the

ECR/Downtown specific plan area and specific parcels zoned R-4 (AHO) and/or include additional incentives or deeper subsidies for affordable housing projects. In addition, projects have access to the City's BMR Ordinance density bonus as well as State Density Bonus Law, which allow for the creation of additional market rate units in exchange for affordable housing units. The State's adoption of Assembly Bill 1763 in 2019, however, provides the greatest benefit for developing affordable housing. AB 1763 provides 100 percent affordable housing projects with much greater density bonuses at 80 percent, where the maximum bonus was previously 35 percent. This means that a 100 percent affordable housing project with a base zoning of 50 du/ac, which is the highest base zoning currently allowed in the ECR/Downtown specific plan area, could be developed at up to 90 du/ac without any rezoning. For affordable housing projects within a half mile of a major transit stop, AB 1763 eliminates restrictions on density. Different land use alternatives could suggest different policy guidance in order to increase the feasibility of affordable housing. Further conversations on affordable housing policies at a community workshop, Housing Commission meeting and Planning Commission meeting are targeted for late 2021.

Land use options

The following land use options include the three land use options provided to the Planning Commission and Housing Commission on October 4, 2021 for consideration. Option D – Mixed Use Development Focused in Downtown/El Camino Real and Sharon Heights is provided to outline the recommendation by the Housing Commission. The proposed four scenarios consider different development ratios in the various geographic areas.

Option A – Moderate Upzoning Throughout the City

This option pursues a moderate increase in density citywide to gain 1,789 affordable units. This option utilizes many of the land use strategies and distributes development throughout the City in relatively equal amounts in the four geographic areas. Table 7 provides a summary of the anticipated number of units within each geographic area, at each income level.

Table 7: Option A – Moderate Upzoning Throughout the City						
Areas	Dev ratio	Affordability level				Total units
		Verylow	Low	Moderate	Above moderate	
Downtown/El Camino Real	42%	211	211	0	0	422
Santa Cruz corridor	33%	77	77	0	0	154
Public parking lots	33%	46	46	0	0	92
El Camino Real	50%	88	88	0	0	177
Middlefield	43%	269	269	0	0	538
Middlefield corridor	50%	185	185	0	0	370
USGS site	33%	84	84	0	0	168
Willow	66%	91	31	1	0	123
Willow corridor	50%	31	31	0	0	62
VA site	100%	60	0	1	0	61
Sharon Heights	55%	294	294	0	0	588
Sand Hill Road	50%	216	216	0	0	432
Sharon Heights Shopping Center	75%	78	78	0	0	156
Other Sites	49%	55	63	0	0	118
335 Pierce Road*	100%	0	8	0	0	8
Ravenswood School District Site at Sheridan Dr.	100%	39	39	0	0	78
Religious facilities	25%	16	16	0	0	32
Total		920	868	1	0	1,789
Net new RHNA needed		802	299	389	0	1,490

Note: HCD allows carryover into higher affordability level (Very Low to Low, Low to Moderate, and Moderate to Above Moderate.) Due to rounding, totals may not summate as shown.

*This project would construct 12 units at the Low affordability level and replace four existing units, for a net new total of eight units.

Option B – Mixed Use Development Focused on Middlefield/Willow

Option B focuses on adding residential use along Middlefield Road, particularly at the Middlefield and Willow intersection, while pursuing more modest increases in density Downtown and at Sharon Heights. This would add 1,819 affordable units. This option focuses development on the commercial sites land use strategy. Table 8 provides a summary of the anticipated number of units provided in each geographic area, at each income level.

Table 8: Option B – Mixed Use Development Focused on Middlefield/Willow						
Areas	Dev ratio	Affordability level				Total units
		Very low	Low	Moderate	Above moderate	
Downtown/El Camino Real	19%	83	83	0	0	166
Santa Cruz corridor	25%	39	39	0	0	78
Public parking lots	0%	0	0	0	0	0
El Camino Real	25%	44	44	0	0	88
Middlefield	75%	469	469	0	0	938
Middlefield corridor	75%	277	277	0	0	554
USGS site	75%	192	192	0	0	384
Willow	83%	107	47	1	0	155
Willow corridor	75%	47	47	0	0	94
VA site	100%	60	0	1	0	61
Sharon Heights	41%	221	221	0	0	442
Sand Hill Road	33%	143	143	0	0	286
Sharon Heights Shopping Center	75%	78	78	0	0	156
Other Sites	49%	55	63	0	0	118
335 Pierce Road*	100%	0	8	0	0	8
Ravenswood School District Site at Sheridan Dr	100%	39	39	0	0	78
Religious facilities	25%	16	16	0	0	32
Total		935	883	1	0	1,819
Net new RHNA needed		802	299	389	0	1,490

Note: HCD allows carryover into higher affordability level (Very Low to Low, Low to Moderate, and Moderate to Above Moderate.) Due to rounding, totals may not summate as shown.

*This project would construct 12 units at the Low affordability level and replace four existing units, for a net new total of eight units.

Option C – Mixed Use Development Focused in Downtown/El Camino Real

Option C focuses greater density in the Downtown and along the El Camino Real corridor, while pursuing more modest increases in density at Middlefield, Willow, and in the Sharon Heights neighborhood near Sand Hill Road to gain approximately 1,797 affordable units. This option uses the land use strategies focusing on the El Camino Real/Downtown specific plan and in multifamily areas. Table 9 provides a summary of the anticipated number of units provided in each geographic area, at each income level.

Table 9: Option C – Mixed Use Development Focused in Downtown/El Camino Real						
Areas	Dev ratio	Affordability level				Total units
		Very low	Low	Moderate	Above moderate	
Downtown/El Camino Real	72%	337	337	0	0	674
Santa Cruz corridor	75%	116	116	0	0	232
Public parking lots	33%	45	45	0	0	90
El Camino Real	100%	177	177	0	0	354
Middlefield	35%	220	220	0	0	440
Middlefield corridor	25%	92	92	0	0	184
USGS site	50%	128	128	0	0	256
Willow	66%	91	31	1	0	123
Willow corridor	50%	31	31	0	0	62
VA site	100%	60	0	1	0	61
Sharon Heights	41%	221	221	0	0	442
Sand Hill Road	33%	143	143	0	0	286
Sharon Heights Shopping Center	75%	78	78	0	0	156
Other Sites	49%	55	63	0	0	118
335 Pierce Road*	100%	0	8	0	0	8
Ravenswood School District Site at Sheridan Dr.	100%	39	39	0	0	78
Religious facilities	25%	16	16	0	0	32
Total		924	872	1	0	1,797
Net new RHNA needed		802	299	389	0	1,490

Note: HCD allows carryover into higher affordability level (Very Low to Low, Low to Moderate, and Moderate to Above Moderate.) Due to rounding, totals may not summate as shown.

*This project would construct 12 units at the Low affordability level and replace four existing units, for a net new total of eight units.

Option D – Mixed Use Development Focused in Downtown/El Camino Real and Sharon Heights (Housing Commission Recommendation)

Option D reflects the recommendation by the Housing Commission at their joint meeting with the Planning Commission on October 4, 2021. It retains the focus on greater density in the Downtown and along the El Camino Real corridor, in keeping with Option C, but also pursues more housing in the Sharon Heights neighborhood near Sand Hill Road and more modest increases in density at Middlefield Road and Willow Road. This strategy would gain approximately 1,863 affordable units. This option uses the land use strategies focusing on the El Camino Real/Downtown specific plan and in multifamily areas. Table 10 provides a summary of the anticipated number of units provided in each geographic area, at each income level.

Table 10: Option D – Mixed Use Development Focused in Downtown/El Camino Real and Sharon Heights (Housing Commission Recommendation)						
Areas	Dev ratio	Affordability level				Total units
		Very low	Low	Moderate	Above moderate	
Downtown/El Camino Real	63%	293	293	0	0	586
Santa Cruz corridor	75%	116	116	0	0	232
Public parking lots	33%	45	45	0	0	90
El Camino Real	75%	132	132	0	0	264
Middlefield	27%	224	224	0	0	448
Middlefield corridor	25%	96	96	0	0	192
USGS site	50%	128	128	0	0	256
Willow	66%	91	31	1	0	123
Willow corridor	50%	31	31	0	0	62
VA site	100%	60	0	1	0	61
Sharon Heights	55%	294	294	0	0	588
Sand Hill Road	50%	216	216	0	0	432
Sharon Heights Shopping Center	75%	78	78	0	0	156
Other Sites	49%	55	63	0	0	118
335 Pierce Road*	100%	0	8	0	0	8
Ravenswood School District Site at Sheridan Dr.	100%	39	39	0	0	78
Religious facilities	25%	16	16	0	0	32
Total		957	905	1	0	1,863
Net new RHNA needed		802	299	389	0	1,490

Note: HCD allows carryover into higher affordability level (Very Low to Low, Low to Moderate, and Moderate to Above Moderate.) Due to rounding, totals may not summate as shown.

*This project would construct 12 units at the Low affordability level and replace four existing units, for a net new total of eight units.

Table 11 below provides a comparison of the anticipated number of units provided in each geographic area by each scenario.

Table 11: Net new units by development area							
Option	Summary	Downtown/ El Camino Real	Middlefield	Willow	Sharon Heights	Other sites	Total
A	Moderate Upzoning Throughout the City	422	538	123	588	118	1,789
B	Mixed Use Development Focused on Middlefield/Willow	166	938	155	442	118	1,819
C	Mixed Use Development Focused in Downtown/El Camino Real	674	440	123	442	118	1,797
D	Option C + Option A for Sharon Heights	586	448	123	588	118	1,863

Throughout this process, the team has heard from decision-makers and the community an interest in how the potential units would be divided by City Council Districts as well as Elementary School Districts. (All units would be served by Sequoia Union High School District.) Table 12 and 13 show the three scenarios by those Districts, respectively. District 1 includes the 12-unit project at 335 Pierce, but does not include additional sites given the number of approved and pending projects in the pipeline.

Table 12: Net New Units by City Council District							
Option	Summary	1	2	3	4	5	Total
A	Moderate Upzoning Throughout the City	8	194	673	313	600	1,789
B	Mixed Use Development Focused on Middlefield/Willow	8	226	999	133	453	1,819
C	Mixed Use Development Focused in Downtown/El Camino Real	8	195	542	599	453	1,797
D	Option C + Option A for Sharon Heights	8	195	660	411	589	1,863

Table 13: Net New Units by School District						
Option	Summary	Las Lomas SD	Ravenswood City SD	Redwood City SD	Menlo Park City SD	Total
A	Moderate Upzoning Throughout the City	600	102	0	1,086	1,789
B	Mixed Use Development Focused on Middlefield/Willow	453	127	0	1,238	1,819
C	Mixed Use Development Focused in Downtown/EI Camino Real	459	102	0	1,236	1,797
D	Option C + Option A for Sharon Heights	589	96	0	1,178	1,863

As shown in Table 13, each scenario is estimated to accommodate at least 1,789 new housing units, with Option D providing approximately 1,863 new units. The changes in the development ratios are the primary driver for the differences between the scenarios. The development ratio is just one variable to consider. By increasing the density above the default density of 30 du/ac at one or more parcels, fewer sites may be needed to meet the City’s RHNA. However, lowering densities below 30 du/ac would impact the affordability levels and the City’s ability to meet its RHNA requirement for lower income units. As part of future refinements, the project team could explore higher densities, modifications to development regulations, and other tools such as the affordable housing overlay to help encourage development and remove potential constraints.

The project team believes distributing the residential units throughout the City is a fundamental goal and acknowledges the need to place density near transit and city services. Based on community feedback and the recommendation of the Housing Commission and input of the Planning Commission, staff believes Option D best reflects the public input and ability to distribute development throughout the City, but with higher density in Sharon Heights and along the EI Camino Real/Downtown corridor. The SRI project would already contribute additional housing units along the Middlefield Road Corridor and is the only major pipeline project outside of District 1. Therefore, planning for development along the EI Camino Real and Downtown Corridor as well as in Sharon Heights would help spread the units across the City.

City Council Direction

The project team is seeking a recommendation on a preferred land use scenario from the City Council to inform the EIR process. While the four scenarios have been provided for consideration, the City Council could adjust the development ratio and/or density of a site/area. In its discussion, the City Council should consider whether additional city-owned parcels beyond the Downtown parking plazas should be evaluated as a housing site for the RHNA sixth cycle. To meet the new RHNA, sites for approximately 1,800 housing units should be identified, which provides flexibility for further refinement while providing a reasonable number to be studied in the environmental impact report (EIR) and fiscal impact analysis (FIA) without potentially overstating impacts as well as a buffer in case projects are not developed at the anticipated

density. Identifying sites or areas for development is necessary to defining the project description for the EIR, which is timely given the preparation needed for the document and the mandated CEQA timelines and deadline for adoption of the housing element. Because implementation of SB 10 is exempt from CEQA, there is not a need to include it in the EIR, but the City Council could provide direction to staff to concurrently consider changes to implement SB 10. Alternatively, implementation of SB 10 could be considered a program of the housing element.

Next steps

While the sites can continue to be refined through the process, the general amount and locations will need to be defined as part of the City Council's review and direction. The preferred strategy will then serve as the basis for the project description analyzed in the subsequent Program EIR. At the beginning of the EIR process, the City will release a notice of preparation (NOP) indicating the start of a public comment period during which time the public may provide feedback on the scope of analysis to be conducted during the EIR. This process is anticipated to begin with release of the NOP in early November, shortly after the City Council meeting on strategy direction. A scoping meeting for the EIR is targeted for the November 15, 2021 Planning Commission meeting.

Concurrently with the preparation of the EIR, the project team will be working with its consultant to prepare a fiscal impact analysis (FIA), which would evaluate the fiscal impacts to the City's general fund as well as impacts to special districts that provides services to residents and businesses in Menlo Park. In addition, the consultant will prepare a separate high level estimate of the costs to construct new school facilities that would be needed to serve public school students generated by the land use scenario, to the extent that projected student generation from the land use scenario is projected to lead to a need for new school facilities.

Depending on the desired intensity and location of development, the project team would also begin to focus on refining the site selection and developing regulations and policies that would help support these outcomes. The project team recognizes that the identification of sites needs to be supported by clear and effective housing policies and programs that help encourage the production of housing, particularly affordable housing. Further conversations on housing policies at a community workshop, Housing Commission meeting and Planning Commission meeting are targeted for late 2021, with a potential special Housing Commission meeting in mid-November or early December.

Impact on City Resources

On November 10, 2020, the City Council authorized up to \$1.69 million for the preparation of the housing element, including consultant services and partial funding for two full-time equivalent staff positions for the fiscal year 2020-21. On March 23, 2021, the City Council authorized the city manager to negotiate a scope of work and fee and execute an agreement with the M-Group for a fee, not to exceed \$982,000.

Environmental Review

This agenda item is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment. As part of the housing element update process, an EIR will be prepared. As noted above, the

EIR will commence with the release of the NOP anticipated in early November 2021.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. A notice was also published in the local newspaper 10 days before the meeting. A citywide newsletter was mailed to all Menlo Park addresses with information about the housing element and mention of an upcoming City Council Meeting.

Attachments

- A. Hyperlink – Housing element webpage: menlopark.org/housingelement
- B. Summary of community survey
- C. Summary of land use strategies and opportunity sites/areas community meeting
- D. Summary of Joint Planning Commission and Housing Commission meeting
- E. Hyperlink – October 4, 2021 Planning Commission and Housing Commission staff report: menlopark.org/DocumentCenter/View/29774/Housing-Element-Staff-Report?bidId=
- F. Hyperlink – October 4, 2021 Planning Commission and Housing Commission video: youtube.com/watch?v=oG7uh9Vixcc&t=5s
- G. Hyperlink – 2015-2023 Housing element (Appendix A, Available Land Inventory, begins on page 145): menlopark.org/DocumentCenter/View/4329/Adopted-Housing-Element-2015-2023?bidId
- H. Residential pipeline projects summary list and map
- I. City-Owned parcels in menlo park summary and map
- J. Hyperlink – open data portal: data.menlopark.org/
- K. Potential housing opportunity sites map

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2023-2031 Housing Element Update Summary of Community Survey

Between July and September 2021, for about a six-week timeframe, online and paper surveys were conducted in support of the Housing Element Update. The intent of the survey was to gain a better understanding of community values and priorities and to create a foundation for future conversations about possible solutions and policy changes. In total, there were 1,562 survey participants, however, through analysis with the vendor, it was determined that 799 survey participants appear to have been subject to Internet Protocol (IP) spoofing (i.e., multiple surveys submitted from false device addresses for the purpose of impersonating another computer system). A total of 763 survey participants were validated as authentic and these responses are summarized below, beginning with housing-specific input and followed by demographic highlights.

Note, reported percentages may not sum to 100 percent as some questions allowed participants to select more than one response. Percentages are based off the noted number of respondents for each survey question.

- When asked to identify up to three of the most important values for the City to consider when planning for new housing in Menlo Park, about half of participants selected “Providing housing for all stages of life (e.g., students, singles, young families, seniors)” (53 percent) and “Encouraging new housing near transportation and services” (50 percent). About one-third of survey participants selected “Providing a mix of housing types so that there is a wide variety of options” (37 percent) and “Creation of a balanced and diverse community where new housing is distributed throughout the city” (37 percent). Total respondents: 722
- When asked to identify up to three new areas where housing should be located in Menlo Park, the highest number of survey participants selected “In or near downtown and/or Caltrain station (63 percent). The second and third highest numbers of survey participants were about the same in selecting “Existing commercial properties” (42 percent) and “Distributed equally throughout the entire city” (41 percent). About one-third of survey participants selected “Accessory Dwelling Units” (33 percent). Total respondents: 715.
- When asked to identify the types of housing they would like to see more of in Menlo Park, a majority of survey participants selected the following housing types: two to three story townhouses/row houses (58 percent); one or two story small apartment buildings of six units or less (57 percent); one or two story duplexes and triplexes (55 percent); and three to five story multifamily housing such as condos, apartments, and senior housing (52 percent). Total respondents: 657.
- When asked about the barriers seen firsthand to finding housing in Menlo Park,

the highest number of survey participants selected cost of housing (84 percent) followed by lack of supply of available housing (52 percent). About a quarter of survey participants selected lack of access to transit such as bus or Caltrain (25 percent) or far distances to services such as grocery stores and pharmacies (24 percent). Total respondents: 651.

- The highest number of survey participants identify as living in City Council District Five (34 percent). Other survey participants identify as living in City Council Districts One, Two, Three, or Four in about the same amounts (15-16 percent for each City Council District). The remainder of survey participants are not Menlo Park residents (four percent) or are unsure of their City Council District (one percent). Total respondents: 666.
- About one-third of survey participants live and work in Menlo Park (35 percent) while another one-third of survey respondents live in Menlo Park but work elsewhere (34 percent). The remainder of survey respondents live in Menlo Park and are retired or currently do not work (23 percent), or, do not live and/or work in Menlo Park (eight percent). Total respondents: 688.
- Of the survey participants that live in Menlo Park, homeowners tend to have lived in the city for a longer period of time in comparison to renters (e.g., 39 percent of homeowners have lived in the city for 20+ years compared to eight percent of renters; 57 percent of renter have lived in the city for 0-5 years compared to 21 percent of homeowners). Total respondents: 591.
- About half of survey participants are from households with children (51 percent); about 41 percent are from households with seniors (age 65+); about one-third of survey participants are from households with students (37 percent), and about a quarter of survey participants are from households with a person with chronic health concerns (25 percent). Total respondents: 540.
- The highest number of survey participants identify as white (73 percent) followed by Asian (12 percent) and Hispanic/Latinx (10 percent). Total respondents: 644.
- About half of survey participants identify as between 30 to 54 years of age (48 percent) and about a quarter of survey participants identify as 65 years of age or over (24 percent). Total respondents: 677.



**2023-2031 Housing Element Update
Summary of Land Use Strategies and Opportunity Sites/Areas Community
Meeting – September 23, 2021**

On September 23, 2021, the City held a community meeting to share information on preliminary strategies to meet housing needs in Menlo Park and provide opportunity to hear from the community on how and where new housing should be located. The project team provided background information, asked specific poll questions and provided questions for open-ended responses.

There were 75 attendees at the meeting. For the respondents who provided demographic information, 71 percent were homeowners, 78 percent identified as white, and 48 percent of people who answered were 55 years or age or older.

Of particular interest, the majority of respondents stated that their preferred affordable housing strategies were to place additional housing in the El Camino Real/Downtown Areas or on City-owned parking lots. When asked in which commercial area of Menlo Park they would prioritize housing development; Willow, Middlefield, or Sharon Heights, respondents were split relatively evenly, with a slight plurality (42 percent) prioritizing Sharon Heights.

In the El Camino Real/Downtown area, nearly half (47 percent) of respondents would prioritize housing development along El Camino Real. Substantially fewer respondents (17 percent) would prioritize housing in Downtown. Approximately one-third (36 percent) of respondents would prioritize housing in City-owned parking lots.

Respondents were also asked open-ended questions about any particular strategies they would support for the creation of more affordable housing and what specific sites/areas they believed would be most suitable for new housing.

Some respondents expressed interest in mixed-use residential and commercial developments, as well as considerations for walkability, vibrancy, and green infrastructure. Other respondents voiced concern over tenant protection measures and ability of the city's infrastructure and school districts to accommodate new residents.

Other ideas that drew attention in the community discussion include:

- Connecting sites in Sharon Heights to transportation and transit services,
- Incentivizing developers for supportive housing,
- Consider zoning changes to support different housing options such as dormitory-style housing or safe sleep sites, and

- Consider zoning changes to promote 100% affordable development (such as lowering parking requirements or increasing density).

Full responses to the poll questions and all responses to the open-ended discussion prompts are provided, following the hyperlinks.

Hyperlinks

Presentation, English:

<https://menlopark.app.box.com/file/863781482381?s=5u67x1uogujje2mae56f7bziby09ymkn>

Presentation, Spanish:

<https://menlopark.app.box.com/file/863781482381?s=5u67x1uogujje2mae56f7bziby09ymkn>

Meeting Video, English audio:

https://www.youtube.com/watch?v=wl-jcZ3U_LA&t=65s

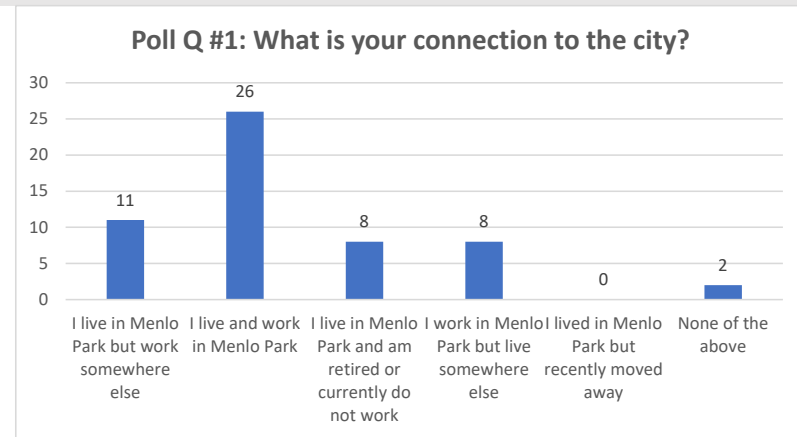
Meeting Video, Spanish audio:

<https://www.youtube.com/watch?v=8NGye8XcqU&t=55s>

Poll Q #1 55 responses

What is your connection to the city?

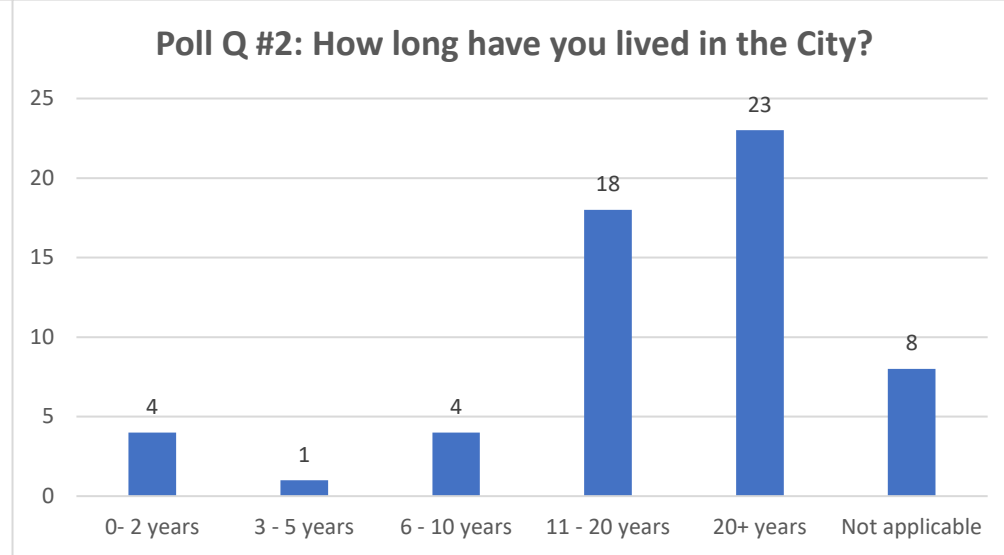
I live in Menlo Park but work somewhere else	11	20%
I live and work in Menlo Park	26	47%
I live in Menlo Park and am retired or currently do not work	8	15%
I work in Menlo Park but live somewhere else	8	15%
I lived in Menlo Park but recently moved away	0	0%
None of the above	2	4%
	55	100%



Poll Q #2 58 responses

How long have you lived in the City?

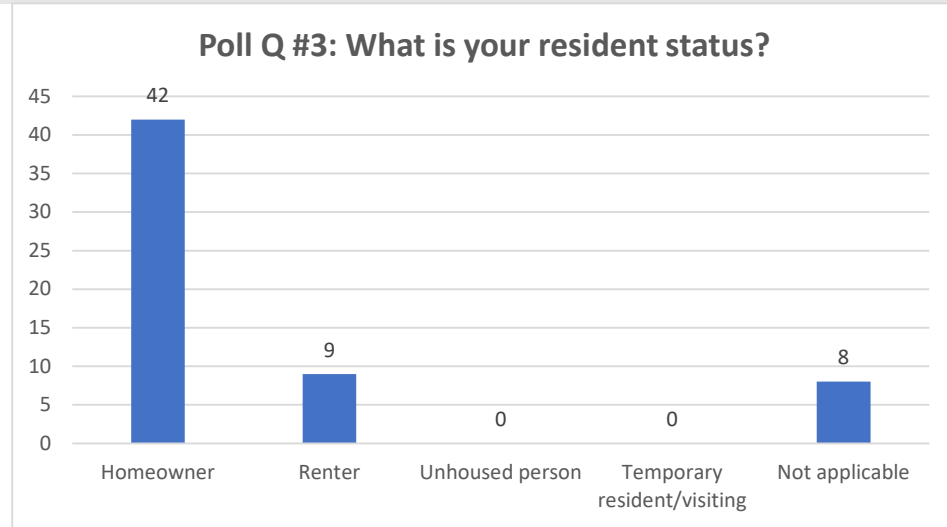
0- 2 years	4	7%
3 - 5 years	1	2%
6 - 10 years	4	7%
11 - 20 years	18	31%
20+ years	23	40%
Not applicable	8	14%
	58	100%



Poll Q #3 59 responses

What is your resident status?

Homeowner	42	71%
Renter	9	15%
Unhoused person	0	0%
Temporary resident/visiting	0	0%
Not applicable	8	14%
	59	100%

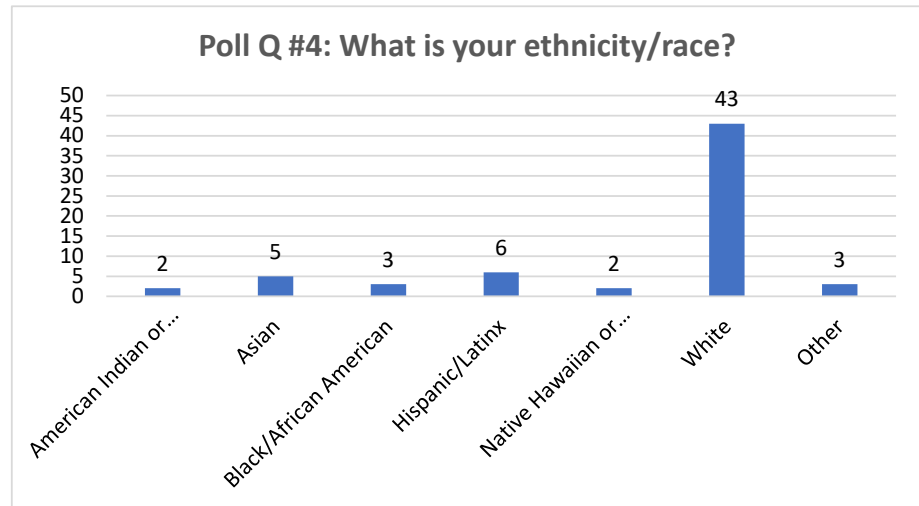


Poll Q #4 55 response *

What is your ethnicity/race?

American Indian or Alaska Native	2	4%
Asian	5	9%
Black/African American	3	5%
Hispanic/Latinx	6	11%
Native Hawaiian or Pacific Islander	2	4%
White	43	78%
Other	3	5%
	64	116%

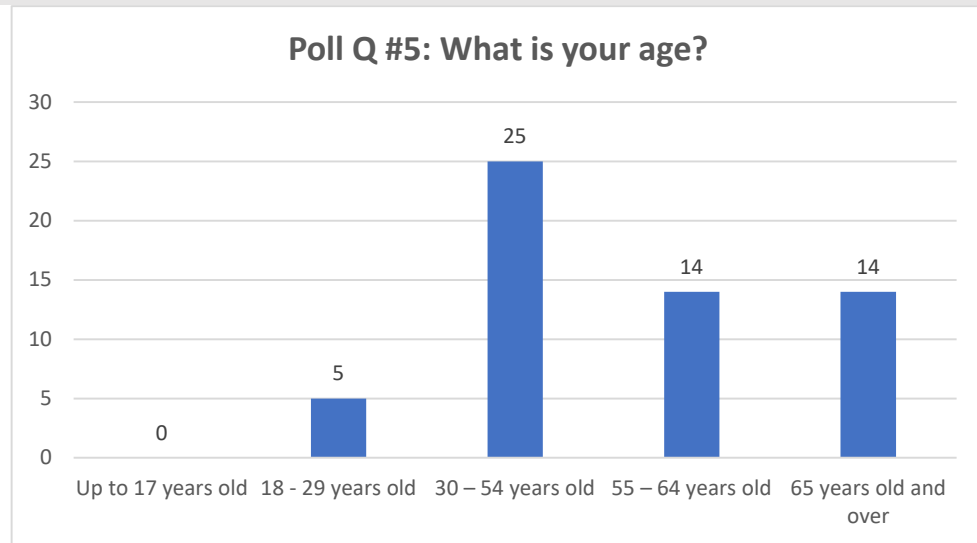
*can select more than one



Poll Q #5 58 responses

What is your age?

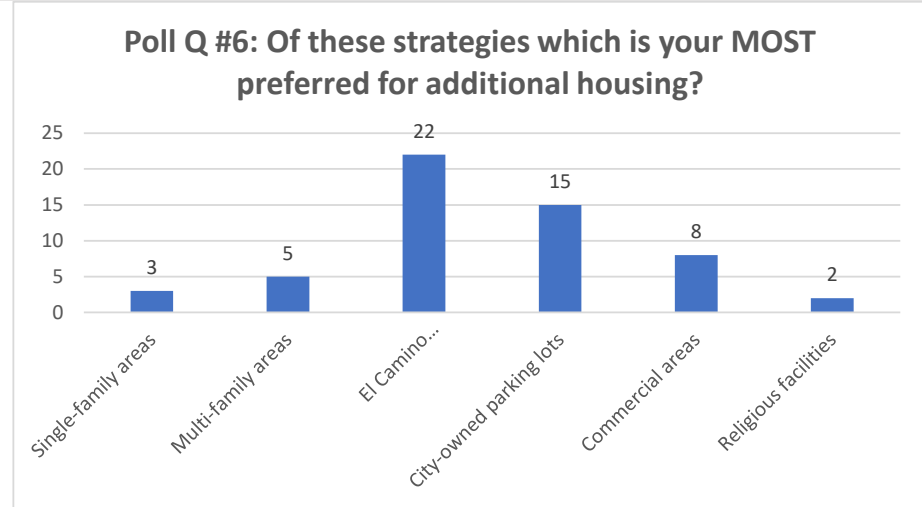
Up to 17 years old	0	0%
18 - 29 years old	5	9%
30 – 54 years old	25	43%
55 – 64 years old	14	24%
65 years old and over	14	24%
	58	100%



Poll Q #6 55 responses

Of these strategies which is your MOST preferred for additional housing?

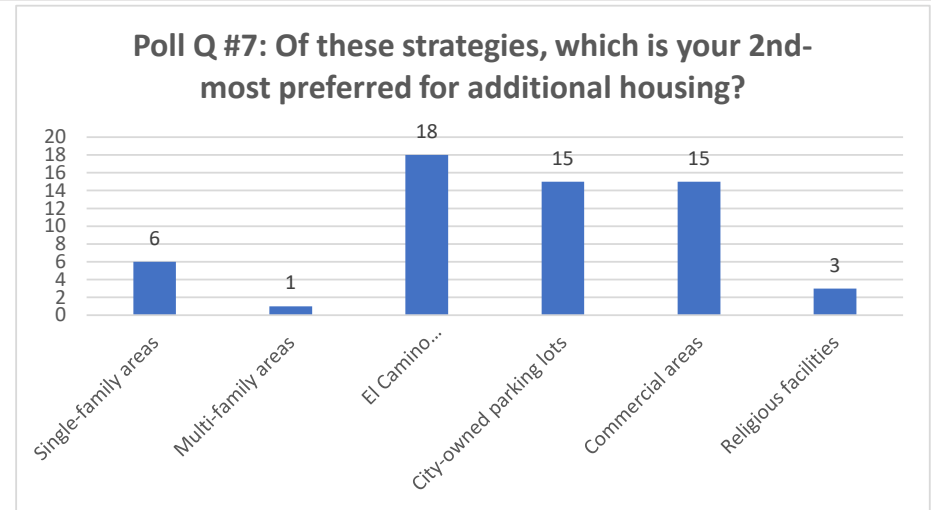
Single-family areas	3	5%
Multi-family areas	5	9%
El Camino Real/Downtown areas	22	40%
City-owned parking lots	15	27%
Commercial areas	8	15%
Religious facilities	2	4%
	55	100%



Poll Q #7 58 responses

Of these strategies, which is your 2nd-MOST preferred for additional housing:

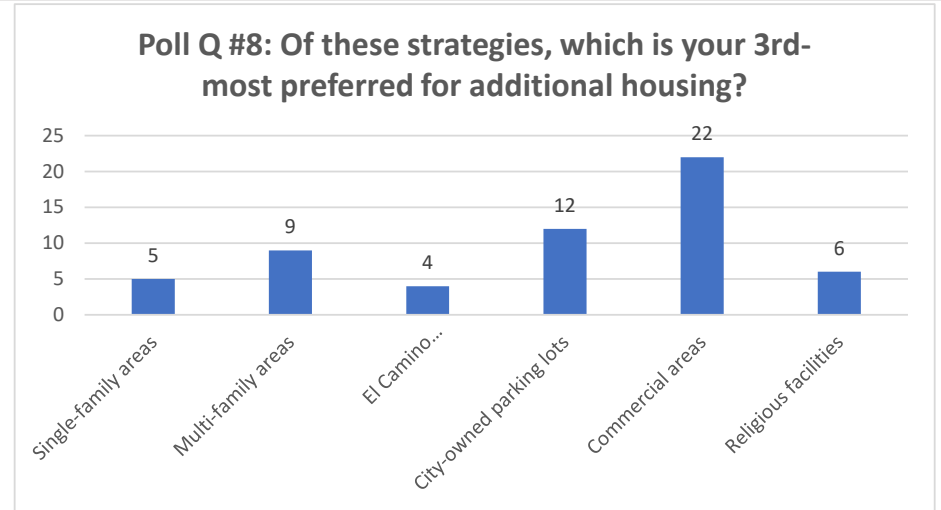
Single-family areas	6	10%
Multi-family areas	1	2%
El Camino Real/Downtown areas	18	31%
City-owned parking lots	15	26%
Commercial areas	15	26%
Religious facilities	3	5%
	58	100%



Poll Q #8 58 responses

Of these strategies, which is your 3rd-MOST preferred for additional housing:

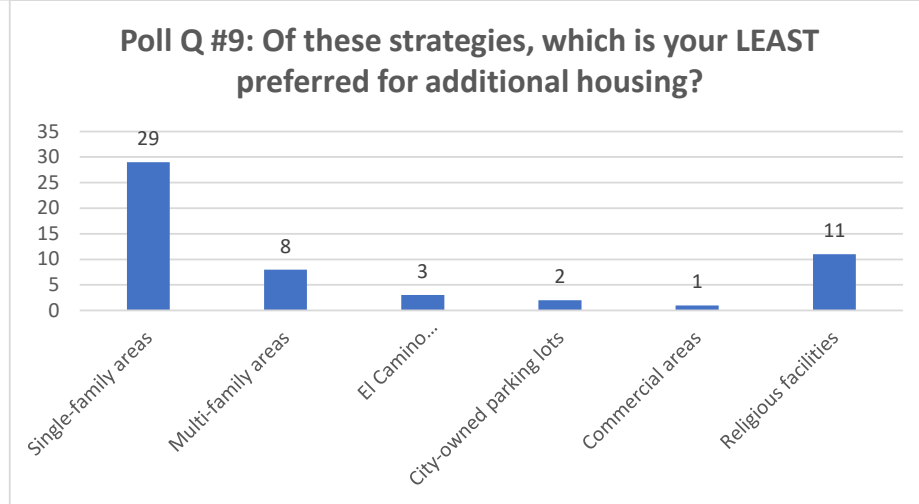
Single-family areas	5	9%
Multi-family areas	9	16%
El Camino Real/Downtown areas	4	7%
City-owned parking lots	12	21%
Commercial areas	22	38%
Religious facilities	6	10%
	58	100%



Poll Q #9 54 responses

Of these strategies, which is your LEAST preferred for additional housing:

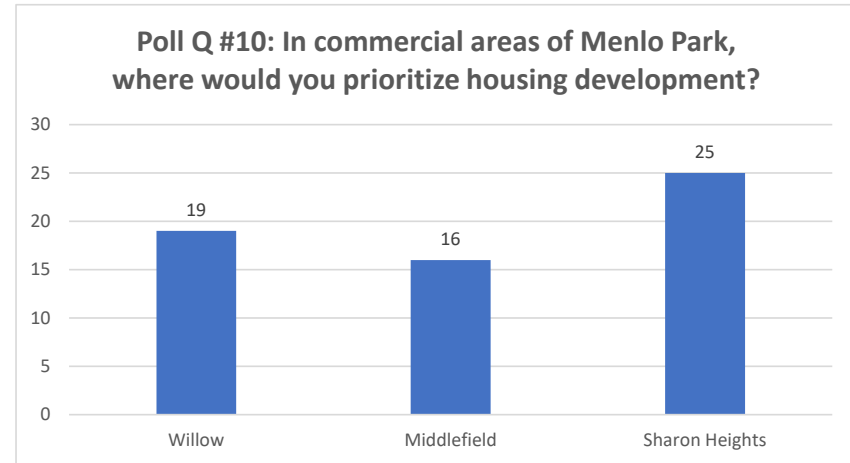
Single-family areas	29	54%
Multi-family areas	8	15%
El Camino Real/Downtown areas	3	6%
City-owned parking lots	2	4%
Commercial areas	1	2%
Religious facilities	11	20%
	54	100%



Poll Q #10 60 responses

In commercial areas of Menlo Park, where would you prioritize housing development?

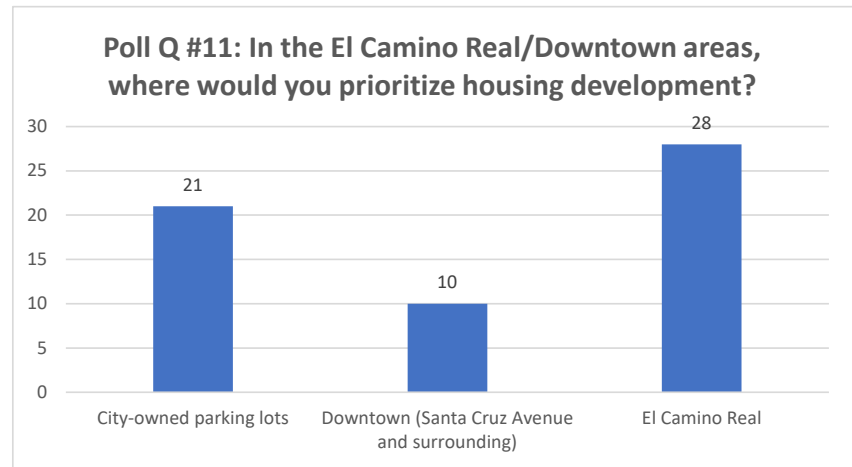
Willow	19	32%
Middlefield	16	27%
Sharon Heights	25	42%
	60	100%



Poll Q #11 59 responses

In the El Camino Real/Downtown areas, where would you prioritize housing development?

City-owned parking lots	21	36%
Downtown (Santa Cruz Avenue and surrounding)	10	17%
El Camino Real	28	47%
	59	100%



1) Are there any particular strategies that you would support for the creation of more affordable housing?

City buying sites for deeply affordable housing?

would like to see in Sharon Height and DT

Is seminary on the table for housing?

more vibrancy to DT

concerned about already dense El Camino and traffic gridlock

Housing over Commercial, particularly SH or Downtown

support more housing downtown

more foot traffic downtown

all strategies good-except multi-family unless strong tenant protection measures

more density downtown means more walkability - enjoy that.

supports all strategies. all future housing should have green infrastructure.

need multi-family and a mixed of all options in all neighborhoods

why so much above market housing allowed?

minimum lot size for ADUs?

More units in SH + Downtown

concern over density on ECR - don't break the City with gridlock at Laurel/Ravenwood

disagree that density will break city. Vacancies now because of covid

zoning overlay -come together as community to solve problem

Citywide overlay

think about identifying citywide overlay for affordable housing

second school district comments. Need to be able to accommodate children

density may not break city - RHNA numbers were developed deliberately

#1. Increase density for all project to at least 60/acre
 #2. My preference is downtown parking lots and SRI & USGS. Close to services. Schools will have ample time to adjust and significant increase in taxes.

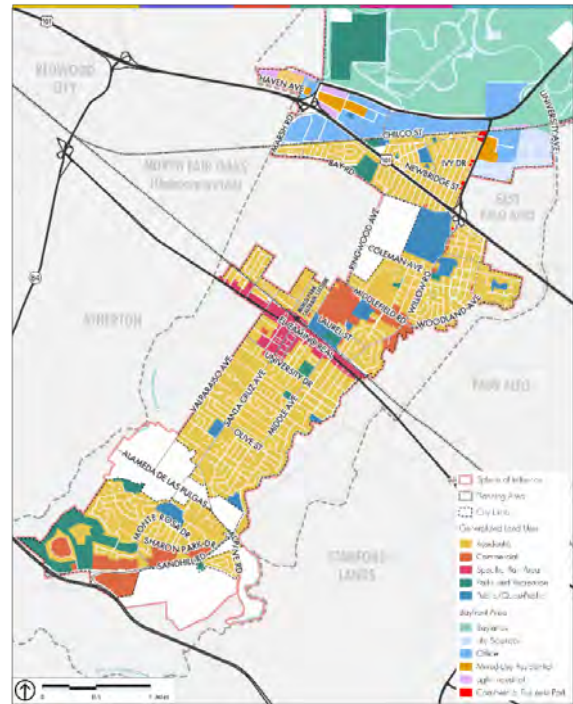


FIGURE 5: GENERAL PLAN LAND USE DESIGNATIONS

2) What specific sites/areas do you think would be the most suitable for new housing?

Sharon Heights Safeway: is it available?

sites on west side Sharon Heights. Is it realistic?

look at Cambridge as example of affordable housing overlay

Oh - what about Sacred Heart or Menlo School/Menlo College - they have a ton of open land that isn't being utilized. Also within walking distance to facilities.

Link to placemaking - Connect Menlo hasn't made a "downtown", but perhaps some of this could

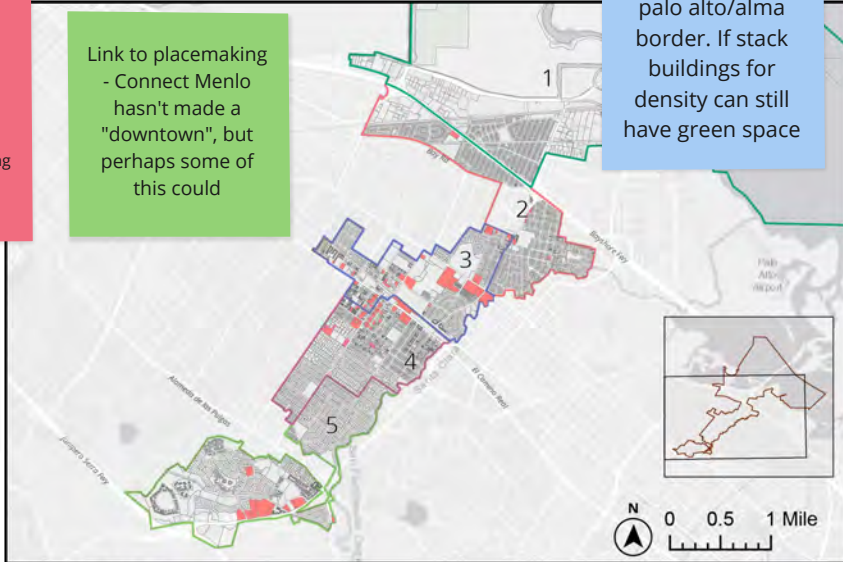
building height palo alto/alma border. If stack buildings for density can still have green space

40 middlefield needs to be remediated

Sharon Heights access to transportation services

Look at Downtown/ECR - what sort of feel? Link retail to housing?

Big buildings in Allied Arts, but for SFH. Big buildings can also house MFH



Impact on schools. Partner with school district

40 Middlefield + 557 Willow. May need remediation. Potential supportive housing/SRO?

How impact traffic and other aspects. Look at holistically

Find sites for deeply-affordable in concentrated areas of affluence

St Bede's in SH - link to Sand Hill shuttles?

look at what feel want DT MP to have. Include Housing and Retail

At El Alto Park - lots of green space near taller building. Similar on Valparaiso.

Bayshore as "out of sight, out of mind". Plus, office outweighing housing uses

Potential Sites

- City Boundary
- Council District
- Potential Site
- Other Parcel

3) Do you have ideas for new housing not discussed so far?

Corner stores, pocket parks, bike lanes

agree with better use of golf course space

Golf courses as potential sites - also help city limit water use

Think about potential need for school sites (across school districts)

a lot of empty office buildings - missing worker that were previously counted but not here anymore

Is there minimum lot size for ADUs/Duplex in SFH areas?

don't like identifying mfh for redevelopment without strong tenant protections in place

concerned that building too much inventory

Allied Arts has lots of "missing middle" - and its good. More gentle than big structures in SFH

Housing should be developed with public transportation improvements and green infrastructure

Look @ Cambridge's affordable housing overlay as an example

When thinking of density -> link to land cost (may need to go higher than "floor" of default density)

Housing for special needs - incentivize developers to built supportive housing.

zoning prohibits multi-units

Working with non-profits, particularly on City lots

Allow overnight tents in front yards. Safe sleeping/minimize police harassment

public accessible parks on rooftop

Dormitory-style housing?

raise parking reqs for 100% affordable (or other things in line with County's inclusionary zoning)

consider office moratorium

GENERAL DISCUSSION

believe in equitable distribution

consider renters in community needs

people who are emigrating tend to be not-tech. Should work to retain a complete community

school traffic already horrendous

would like to better understand the economics

what incentives being offered and how will it be funded. How affect taxes?

uptown most amount of underserved people

love holistic approach.

Think holistically!

higher density is more vibrant community

building more housing supports those unable to buy who might be displace because landlord sells

where are the new kids going to go to school and play?

3rded on school districts

consider effect on children add housing

15% BMR may be too little - especially when displacement at hand

think about placemaking. be thoughtful about store, park, bike lanes etc.

glad took public parks off the table

Good sites for aging in place population - driving less, need/want access to services (and safe/pleasant walking!)

not enough housing for the jobs/offices

current "feel" contributed to current problems. Change necessary

people move to MP for school. Collaborate with schools

Think about school district capacity (not just Council Districts)

urgent issue: homelessness downtown - deserve dignity and safe housing

Displacement - leading to homelessness and extended commutes

safe options for unhoused

How will housing affect infrastructure (roads, traffic)

revise mandated number for this cycle

thirded on RHNA appeal

how accurate are the RHNA numbers? Seems to be a lot of vacancies

low income being displaced and pushed out of area



2023-2031 Housing Element Update

Summary of Joint Planning Commission and Housing Commission Meeting – October 4, 2021

On October 4, 2021, the Planning Commission and Housing Commission held a joint meeting to review and discuss land use and site strategy options for the 2023-2031 Housing Element and to provide recommendations to the City Council. The project team presented three land use scenarios: Option A, Moderate Upzoning Throughout the City; Option B, Mixed Use Development Focused on Middlefield/Willow; and Option C, Mixed Use Development Focused in Downtown/El Camino Real.

At the meeting, 18 members of the public provided comment, including, but not limited to, residents, affordable housing developers, advocates for housing individuals with special needs, and representatives from the Menlo Park City School District.

The discussion between the Planning and Housing Commissioners generally reflected the sentiments raised by the public. Commissioners also expressed a desire that staff continue to work towards broadening representation received in their response to outreach efforts. Additionally, Commissioners encouraged further coordination with school districts to understand the financial feedback loop between housing development and school facilities.

At the outset of the discussion, Commissioners expressed a desire to better understand the policy mechanisms available that would facilitate affordable housing development, prior to choosing locations to focus development opportunities. However, staff indicated that at this time the focus of the project is to identify sites that meet the locational criteria for the Housing Element while using the City's existing zoning ordinance and the default density established by the State Department of Housing and Community Development (HCD). Identification of sites also enables commencement of the Environmental Impact Report preparation process which will provide much of the quantitative data requested by residents and necessary to form the basis of policy recommendations. Therefore, the evaluation of policies to enable development of the chosen sites, if necessary, will follow.

Discussion summary comments and recommendations to the City Council from the Planning Commission and Housing Commission are provided below. Summary comments from members of the public are also provided.

Planning Commission Discussion Summary and Recommendation to the City Council

- Engage with the school districts to assess their needs, particularly as it relates to securing funds for serving more students that come with additional housing.

- Consider "capacity studies" for school district facilities, operational funding, and staffing--connect this assessment information with ongoing activities/development in the city to analyze cumulative effects on a continual basis.
- Explore modifications to the inclusionary housing requirements, specifically looking at supporting greater densities and projects that have 100% affordable units.
- The recent passage of Senate Bill 9 and Senate Bill 10 (SB9 and SB10, respectively) provide opportunities for expanded residential growth in traditionally single-family neighborhoods, however, it is important to note that supportive policies and actions by the City are still required to promote more varied housing types and increasing densities in these neighborhoods, not sufficient to only rely on the laws to effect change (e.g., SB10 requires the City to create its own framework for such new housing (up to 10 units per parcel) in residential/mixed-use General Plan or Zoning designations).
- Parking standards are a critical area of study for potential constraints to housing. Move towards lessening parking requirements and increasing opportunities for housing.
- Think about higher density housing in innovative ways/massing that are attractive and community-building.

Recommendation to the City Council: The Planning Commission is supportive of providing additional opportunities for housing and a variety of innovative suggestions were made, however, there are reservations about the packaging of the land use scenarios and the Planning Commission is unable to conclude a majority of support for any particular or combination of land use scenarios (i.e., Option A, B, or C) to meet the City's Regional Housing Needs Allocation for the Sixth Cycle Housing Element Update.

Housing Commission Discussion Summary and Recommendation to the City Council

- Explore reuse of City-owned downtown parking lots and other land/buildings for housing with flexibility/innovative approaches to design/zoning (e.g., taller height limits; asking developers what they need to realize a desirable project).
- Engage the developer/housing service provider communities to understand what they need to build projects at greater densities and with more affordable housing (i.e., understanding what it takes to pencil out and finding ways for City support via incentives, regulations, etc.).
- The Housing Element Update is an opportunity to plan differently and respond to climate change.
- Promote more housing near transit corridors like El Camino Real, close to daily needs and amenities, to reduce greenhouse gas emissions and traffic congestion, and improve the quality of life for all, particularly for lower income individuals, seniors, persons living with disabilities, and workers who may otherwise need to commute via car.
- Account for the impacts/opportunities of AB 1763 which allow for 100% affordable

housing projects to have additional planning adjustments for increased density and height (e.g., City of San Mateo used this on a public land project).

- Explore modifications to the City's Affordable Housing Overlay Zone, particularly density considerations that reflect current housing market needs.
- Explore tenant protections and anti-displacement actions citywide, across all City Council districts.

Recommendation to the City Council: The Housing Commission recommends to the City Council for proceeding with the land use scenario of Option C (Mixed Use Development Focused in Downtown/El Camino Real), with a modification for using the higher number of net new units in Sharon Heights (i.e., 588 units in Option A); encouraging the consideration of City-owned properties, excluding City parks/green spaces, for additional housing; and encouraging the consideration of engagement opportunities with developers to explore redevelopment of City-owned downtown parking lots (e.g., competition, Request for Offers or Proposals)

Public Discussion Summary

- Support for dispersing housing units across City Council Districts Two, Three, Four, and Five, as well as across the school districts, and located near transit and services
- Support for recognition of District One as having accommodated significant past/ongoing housing development
- Support for maintaining and preserving existing parkland infrastructure
- Interest in exploring densities above 30 dwelling units per acre, especially Downtown and near transit (Caltrain and SamTrans Route 296)
- Interest in expanding the City's Affordable Housing Overlay
- Interest in having more quantitative information relative to cumulative impacts, than what is currently available
- Interest in having a direct focus on the accessibility of affordable housing units, specifically for residents living with physical and developmental disabilities
- Interest in better understanding the available incentives for affordable housing development, such as lowering parking requirements, increasing density, and including clear guidelines for City housing funds
- Concerns relative to the feasibility/successfulness of policy incentives to actualize affordable housing development
- Concerns relative to impacts on city schools, traffic, open spaces, amenities, and other public infrastructure
- Concerns over increased housing density diminishing quality of life for current or future residents
- Suggestion to staff to continually pursue greater representation in related outreach efforts
- Suggestion to work with school districts to understand their approach to accommodating future enrollment from pipeline projects and future housing
- Suggestion to consider taller buildings as a means to accommodate more units

while concurrently preserving green space

Hyperlinks

Meeting agenda and materials:

<https://www.menlopark.org/AgendaCenter/ViewFile/Agenda/3679?html=true>

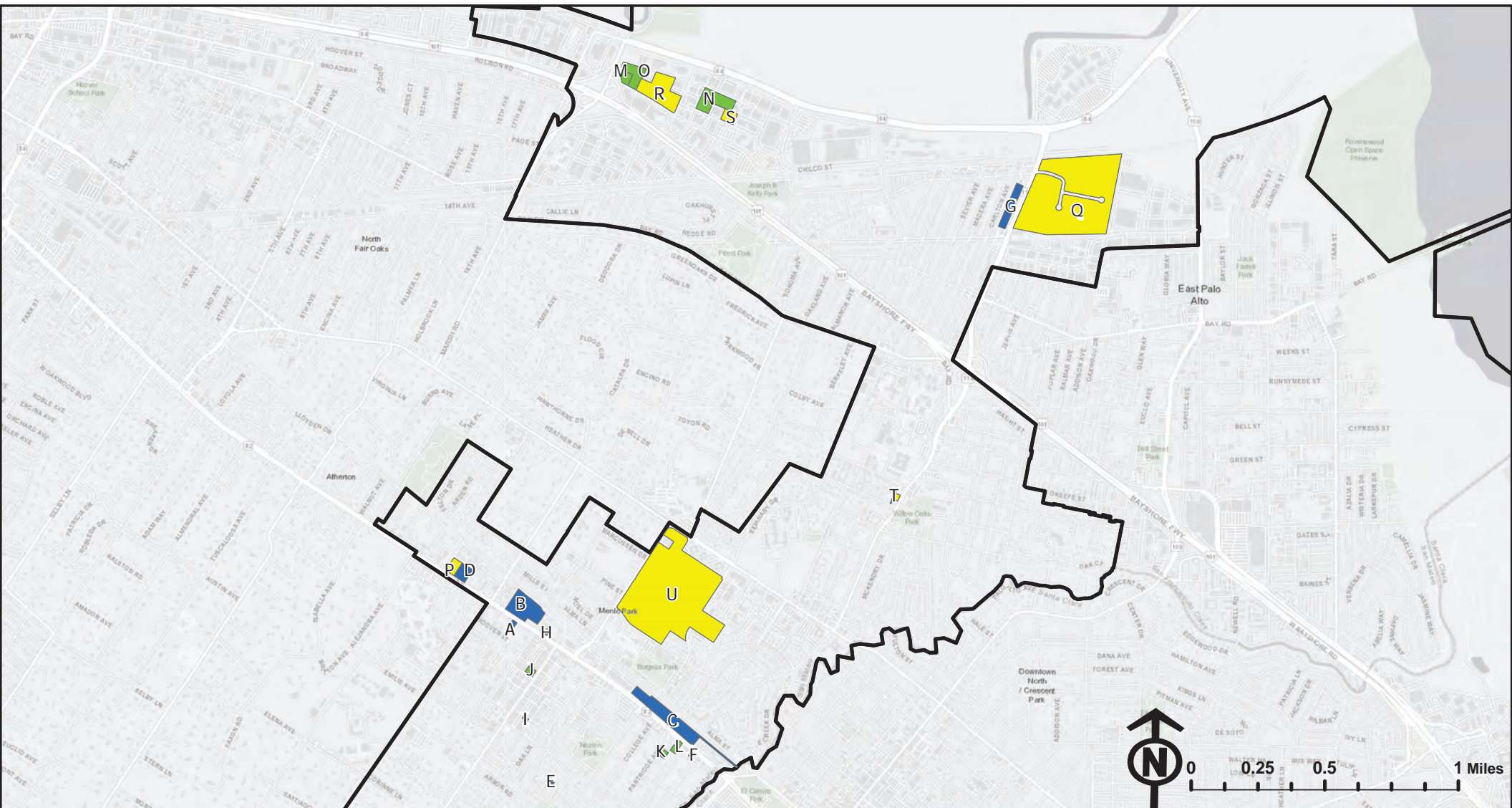
Meeting Video:

<https://www.youtube.com/watch?v=oG7uh9Vixcc&t=5s>

Residential Pipeline Projects Summary List

Map Reference Letter	Project Name	Status	Site Included as Part of RHNA 5 Cycle (2015-2023)	Site to Be Included as Part of RHNA 6 Cycle (2023-2031) Pipeline Projects	Total Housing Units	Total Net New Housing Units	Net New Housing Units Under RHNA 5 (2015-2023)	Net New Housing Units Under RHNA 6 (2023-2031)	Very Low Income BMR Units (RHNA 6)	Low Income BMR Units (RHNA 6)	Moderate Income BMR Units (RHNA 6)	Estimated Project Occupancy Date	Anticipated Building Permit Issuance (Prior to December 30, 2022) for RHNA 5 APR	Eligible to Be Included in RHNA 6 (Occupancy after June 30, 2022)	Site to Be Included as Part of RHNA 6
A	1275 El Camino Real	Approved, Under Construction	Yes	No	3	3	3	0	0	0	0	4th Quarter 2021	Yes	No	No
B	1300 El Camino Real	Approved, Under Construction	Yes	No	183	183	183	0	0	0	0	1st Quarter 2022 (for Residential)	Yes	No	No
C	500 El Camino Real (Middle Plaza/Stanford)	Approved, Under Construction	Yes	No	215	215	215	0	0	0	0	2nd Quarter 2022	Yes	No	No
D	1540 El Camino Real	Approved, Under Construction	Yes	No	27	27	27	0	0	0	0	1st Quarter 2022 (for Residential)	Yes	No	No
E	975 Florence Ln	Approved, Under Construction	No	No	8	2	2	0	0	0	0	1st Quarter 2022	Yes	No	No
F	115 El Camino Real	Approved, Under Construction	Yes	No	4	4	4	0	0	0	0	Late 2022 - Mid 2023	Yes	Yes	No
G	1300 Block Willow Rd (MidPen)	Approved, Under Construction	Yes	No	140	58	58	0	0	0	0	2023	Yes	Yes	No
H	1162 El Camino Real	Approved, Not Yet Under Construction	Yes	No	9	9	9	0	0	0	0	Post-June 30, 2022	Yes	Yes	No
I	1021 Evelyn St (Formerly 840 Menlo Ave)	Approved, Not Yet Under Construction	Yes	No	3	3	3	0	0	0	0	Post-June 30, 2022	Yes	Yes	No
J	706 Santa Cruz Ave	Approved, Not Yet Under Construction	Yes	No	4	4	4	0	0	0	0	Post-June 30, 2022	Yes	Yes	No
K	661-687 Partridge Ave	Approved, Not Yet Under Construction	No	Yes	9	2	0	2	0	0	1	Post-June 30, 2022	Yes	Yes	Yes
L	201 El Camino Real	Approved, Not Yet Under Construction	Yes	No	14	10	10	0	0	0	0	Post-June 30, 2022	Yes	Yes	No
M	111 Independence Dr	Approved, Not Yet Under Construction	No	Yes	105	105	0	105	4	9	5	Post-June 30, 2022	Yes	Yes	Yes
N	141 Jefferson Dr/172 Constitution Dr, and 180-186 Constitution Dr (Menlo Uptown)	Approved, Not Yet Under Construction	No	Yes	483	483	0	483	7	23	43	Post-June 30, 2022	Yes	Yes	Yes
O	115 Independence Dr, 104 Constitution Dr, and 110 Constitution Dr (Menlo Portal)	Approved, Not Yet Under Construction	No	Yes	335	335	0	335	3	14	31	Post-June 30, 2022	Yes	Yes	Yes
P	1550 El Camino Real	Proposed	Yes	No	8	8	8	0	0	0	0	TBD	TBD	Yes	No
Q	Facebook Willow Village	Proposed	No	Yes	1,729	1,729	0	1,729	120	38	150	TBD	TBD	Yes	Yes
R	123 Independence Dr (Sobrato)	Proposed	No	Yes	432	432	0	432	0	65	0	TBD	TBD	Yes	Yes
S	165 Jefferson Dr (Menlo Flats)	Proposed	No	Yes	158	158	0	158	0	21	0	TBD	TBD	Yes	Yes
T	555 Willow Rd	Proposed	No	Yes	3	3	0	3	0	0	0	TBD	TBD	Yes	Yes
U	333 Ravenswood Ave (SRI Master Plan)	Proposed	No	Yes	400	400	0	400	0	60	0	TBD	TBD	Yes	Yes
TOTALS					4,272	4,173	526	3,647	134	230	230				

Note: For any proposed or approved development project above that was included in the 5th cycle Housing Element, the project team is proposing to only report those units in the RHNA 5 Annual Progress Report (APR) and not as a RHNA 6 site, regardless if the occupancy date is after June 30, 2022. For a project above that is proposed, approved (but not yet under construction), or approved and under construction as of June 30, 2022 and was not previously identified as a RHNA 5 site, the project team proposes that these projects be reported as part of the City's 5th cycle APR (if a building permit was issued) and listed in the 6th cycle Housing Element as helping to meet the City's 6th cycle RHNA.



Pipeline Project Parcels in Menlo Park

- Approved
- Under Construction
- Under Review

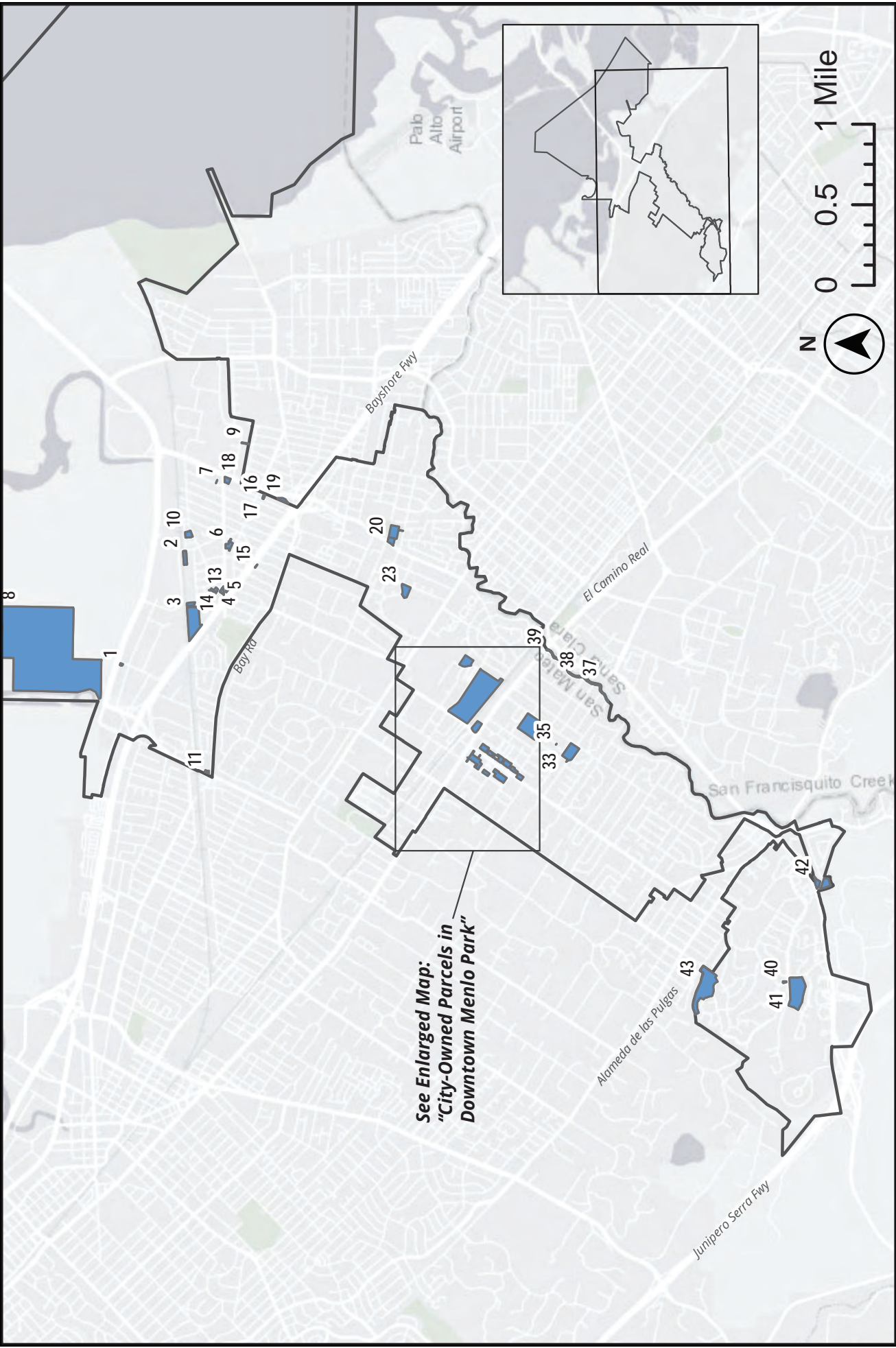
County of Santa Clara, Esri, HERE, County of San Mateo, California, County of Santa Clara, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, EPA



Map Reference Number	Assessor Parcel Number (APN)	Size (Acres)	Address	Description	Site Characteristics	Constraints
1	55234010	0.12	1221 Chrysler Dr	Chrysler Pump Station	Used for pump station	In Use
2	55260240	1.02	1467 Chilco St	Menlo Park Fire District - Station 77	Fire Station	In Use
3	55280040	7.80	100 Terminal Ave	Menlo Park Community Campus and Kelly Park	Community Center and Park	In Use
3	55280050	0.57	100 Terminal Ave	Parking Lot adjacent to Kelly Park	Parking Lot	Used for adjacent park (including pool and community center)
4	55325140	0.12	Market Pl	Karl E. Clark Park	Park	In Use
4	55325220	0.19	Market Pl	Karl E. Clark Park	Park	In Use
4	55325230	0.35	Market Pl	Karl E. Clark Park	Park	In Use
5	55351080	0.18	Hill Ave	Belle Haven Community Garden	Garden	In Use
6	55363330	0.92	410 Ivy Dr	Belle Haven Child Development Center	Child Care Center	In Use
7	55383520	0.01	1318 Carlton Ave	Right-of-Way between Soleska Market and Carlton Ave	2ft-wide Right-of-Way	Right-of-Way too slender to build
8	55400490	164.22	1600 Marsh Rd	Bedwell Bayfront Park	Park	In Use - adjacent to marshland
9	55434030	0.11	1080 O'Brien Dr	Menalto Rd Right-of-Way	20ft-wide Right-of-Way	Right-of-Way too slender to build
10	55480480	0.92	550 Hamilton Ave	Hamilton Park	Park	In Use
11	61011010	0.20	2 Bay Rd	Marsh and Bay Park	Park	In Use
12	61443010	1.51	1000 El Camino Real	Office building at corner of El Camino Real and Ravenswood Ave	Office building next to two arterials	Office building with long term lease
13	62015040	0.12	401 Pierce Rd	Parking Lot for Boys + Girls Club of Peninsula	Small site used for parking	In Use - part of lease
14	62015050	0.41	410 Ivy Dr	Boys and Girls Club of the Peninsula	Community Center run by non-profit	In Use
15	62052320	0.03	1052 Almanor Ave	Right-of-Way at Almanor Ave and Van Buren Rd	10ft-wide Right-of-Way	Right-of-Way too slender to build
16	62093240	0.07	1177 Willow Rd	Narrow Lot on Willow near Newbridge St	Used as housing	In Use
17	62093250	0.07	1175 Willow Rd	Narrow Lot on Willow near Newbridge St	Used as housing	In Use
18	62103640	0.66	1283 Willow Rd	Vacant Lot at Willow and Ivy Dr	Vacant	None apparent
19	62120010	0.52	NW corner of Willow Rd and Bayshore Rd	Vacant lot at Willow and Bayshore Rd	Vacant	Located in City of East Palo Alto
20	62320250	0.88	490 Willow Rd	Willow Oaks Park	Park	In Use
20	62320320	2.62	490 Willow Rd	Willow Oaks Park	Park	In Use
21	62390560	2.35	333 Burgess Dr	Corporation Yard	Corporation Yard for equipment	In Use
22	62390600	29.40	701 Laurel St	Burgess Center (Civic Center, Park, etc.)	Civic Center with Library, Children's Center, City Hall, Police Station, and Burgess Park	In Use
23	62460050	1.89	299 Santa Monica Ave	Seminary Oaks Park	Park	In Use
24	71092290	1.99	University Dr at Oak Grove Ave	Parking Lot P3	Parking Lot	In use as surface parking; overhead utility lines
25	71094180	0.56	Oak Grove Ave at Crane St	Parking Lot P2	Parking Lot	In use as surface parking
26	71102400	2.28	Oak Grove Ave south of El Camino Real	Parking Lot P1	Parking Lot	In use as surface parking; overhead utility lines
27	71272590	0.63	Santa Cruz Ave at University Dr	Fremont Park	Park	In use
28	71273160	0.62	Santa Cruz Ave at Evelyn St	Parking Lot P4	Parking Lot	In use as surface parking; portion of plaza is privately owned; overhead utility lines
29	71281160	1.00	Santa Cruz Ave at Crane St	Parking Lot P5	Parking Lot	In use as surface parking; overhead utility lines
30	71283140	0.76	Santa Cruz Ave at Chestnut St	Parking Lot P6	Parking Lot	In use as surface parking; portion of plaza is privately owned; overhead utility lines
31	71284080	0.10	Santa Cruz Ave at Chestnut St	SE Corner of Parking Lot P7	Parking Lot	In use as surface parking; overhead utility lines
31	71284100	0.59	Santa Cruz Ave at Curtis St	Parking Lot P7	Parking Lot	In use as surface parking; overhead utility lines
32	71285160	1.00	Santa Cruz Ave	Parking Lot P8	Parking Lot	In use as surface parking; overhead utility lines
33	71291320	3.75	640 Fremont St	Jack W. Lyle Park	Park and Adult Care Center	In Use
34	71301190	0.00	End of Roble Ave	Sliver of Right-of-Way at end of Roble Ave	0ft Right-of-Way	Right-of-Way too slender to build
35	71302160	0.00	End of Alice Ln	Sliver of Right-of-Way at end of Alice Ln	0ft Right-of-Way	Right-of-Way too slender to build
36	71312230	9.00	800 Middle Ave	Nealon Park	Park, Senior Center, and Pre-School	In Use
37	71426010	0.47	Creek Dr at Arbor Rd	Southernmost end of San Francisquito Creek	Creek in a ravine	Too slender and steep to build
38	71427010	0.57	Creek Dr at Yale Rd	Middle section of San Francisquito Creek	Creek in a ravine	Too slender and steep to build
39	71435010	0.52	Creek Dr at El Camino Real	Northernmost section of San Francisquito Creek before El Camino Real	Creek in a ravine	Too slender and steep to build
40	74230420	0.09	920 Sharon Park Dr	Sharon Heights Pump Station	Water pump station	In Use
41	74262190	9.99	1100 Monte Rosa Dr	Sharon Park	Park	In Use
42	74321120	0.81	2400 Branner Dr	Stanford Hills Park	Park	In Use
42	74324010	1.55	2400 Branner Dr	Stanford Hills Park	Park	In Use
43	74560999	11.83	Altschul Ave at Valparaiso Ave	Sharon Hills Park	Park	In Use



Source: City of Menlo Park Open Data (Updated October 14, 2021)

Notes: Alma Street Park is located on a portion of public right-of-way continuing off of Alma Street and is not technically a parcel; as such, it does not appear in this list. Tinker Park is part of Hillview School owned by the Menlo Park City School District; as such, it does not appear on this list. Acreages are approximations. There are a total of 49 City-owned parcels in Menlo Park. Where parcel descriptions are similar, map reference numbering for six parcels has been combined for ease of map navigation, resulting in 43 map reference numbers.



See Enlarged Map:
 "City-Owned Parcels in
 Downtown Menlo Park"

City-Owned Parcels in Menlo Park

-  City Boundary
-  City-Owned Parcel

Projection: NAD83 StatePlane
 California III FIPS 0403 (US Feet)



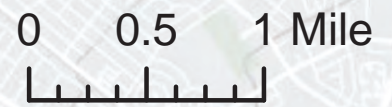
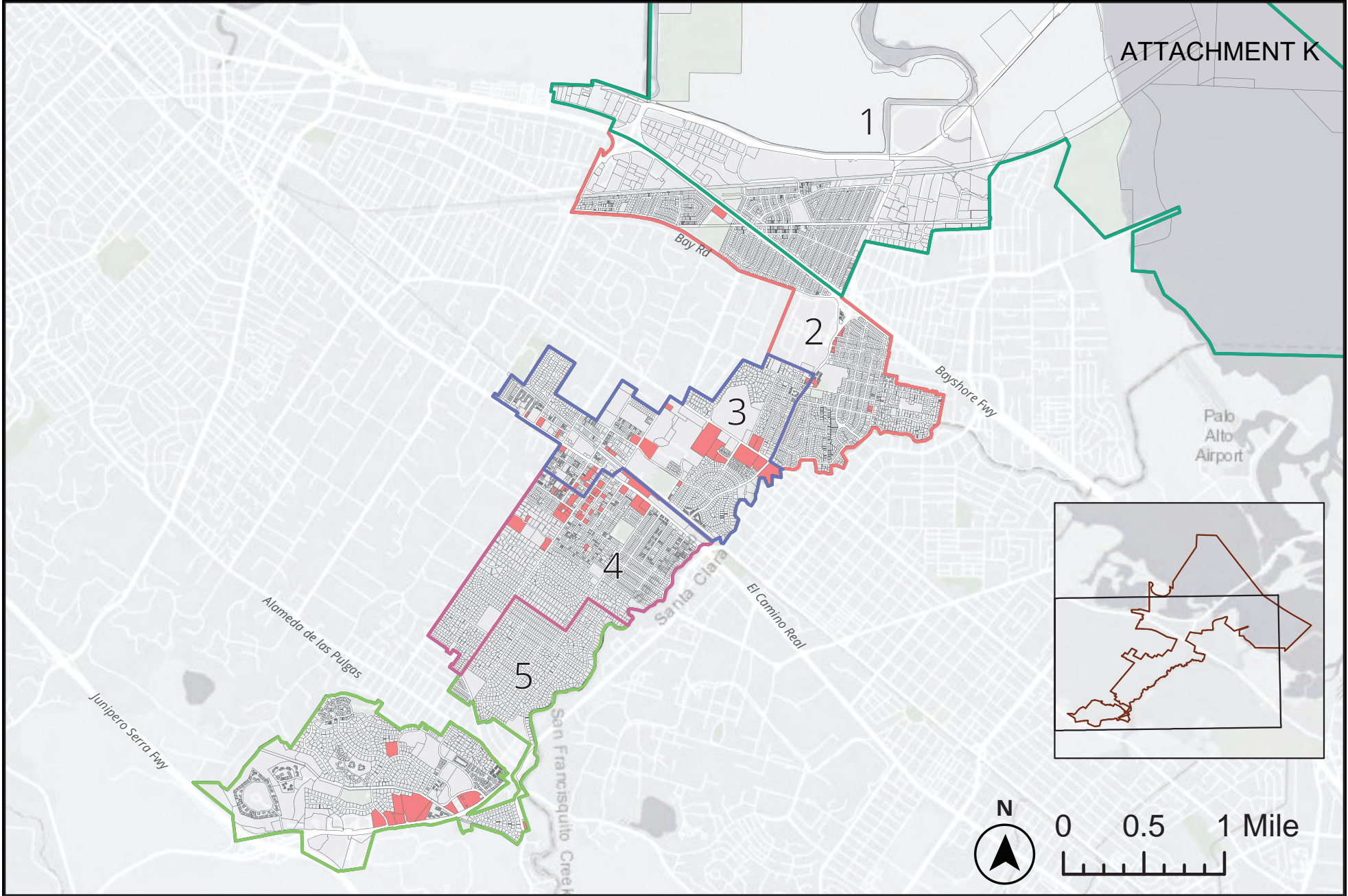


City-Owned Parcels in Downtown Menlo Park





-  City Boundary
-  City-Owned Parcel

Projection: NAD83 StatePlane
California III FIPS 0403 (US Feet)





Potential Sites

-  City Boundary
-  Potential Site
-  Council District
-  Other Parcel

Projection: NAD83 StatePlane California III FIPS 0403 (US Feet)

Agenda item H2

Bob Dickinson, resident

Dear Council Members:

Thank you for removing our parks and their infrastructure from consideration as sites for new housing in the current housing element cycle. More robust long term protection will still be needed at the appropriate time, though, to ensure they remain off the table in the future.

There are also other aspects of the housing element planning process that deserve scrutiny. First, there is an inherent dissonance between the stated goal of distributing new housing throughout the City and the need to place it in proximity to jobs, schools, stores, parks, transit, healthcare and other services and amenities. The former appears to have been prioritized over the latter.

Second, the sheer magnitude of what is being contemplated, and its impacts, does not appear to have been fully recognized or explored in any depth, except for a brief mention of how many new units will be located in each of the various school districts. The total new housing units in Option D, recommended by the Housing Commission and the Staff, including pipeline projects and ADUs is 4,203, a 35% increase in housing stock. Assuming the ratio of residents to housing units remains unchanged at 2.78 and the percentage of school age children at 17.3%, this implies 11,768 additional residents and 2,020 additional school age children. Incidentally, the 4,203 units are 43% higher than the base State mandate of 2,946 due to the 30% buffer and the recommendation for more units than required, especially in Option.

Third, the planning process for the Housing Element Update needs to be more holistic than it currently is. Cities are systems, not a collection of disjointed elements, and need to be viewed as such. Added capacity for schools, streets, stores, parks, transit and other services and amenities won't just magically appear. It needs to be planned for up front, with the agencies responsible for them, including the school districts and transit agencies such as Caltrain and SAMTRANS, actively participating from the outset.

Fourth, an economic analysis should be an integral part of the planning process. The downward pressure on housing costs of the additional capacity, due to market elasticity, will be substantial given the large number of additional housing units targeted and will significantly improve affordability across the entire range of income levels.

Rather than simply reacting to the State mandates for additional housing and greater equity, the planning process should be guided by a vision of what we want the future Menlo Park to be. Some goals worth considering might include:

- A more livable city for all Menlo Park residents.
- Ensuring that the people who work in Menlo Park can afford to live here.
- Lower emissions and greater climate resilience.

The number of new housing units planned for each of the four geographic areas should be commensurate with the number of jobs in each area as the ideal commute is walking to work. Doing otherwise will result in more trips by car, more traffic and a greater need for additional transit capacity in direct conflict with the goal in the Climate Action Plan to, "Reduce vehicle miles traveled (VMT) by 25%..."

Mixed use development should be prioritized to help develop more self contained neighborhoods similar to those found in very livable, high density cities in Europe that combine housing, stores and shops, public transit and abundant green space, all within walking distance of one another. The concept of "15 minute" neighborhoods is gaining momentum in American and European cities and was recently mentioned in a New York Times article on Clement Street in San Francisco.

It would be wise to avoid large clusters of housing that is exclusively for low income residents and instead prioritize housing for a broader mix of income levels.

Otherwise, the result could well be to proliferate, rather than reduce, past patterns of discrimination.

I urge the Council to adopt a clearly articulated set of goals for the future Menlo Park and to defer any decision on preferred land use strategies until the City Staff and involved Commissions have had an opportunity to do a more comprehensive analysis of the various factors I've briefly outlined above, and any others that are relevant, and been able to define options that take them into account.

Sincerely,
Bob Dickinson

Agenda item H2
Naomi Goodman, resident

Council-members,

Menlo Park has an opportunity in the Housing Element plan to address a badly needed Safety action and at the same time to promote additional housing construction. Two areas of the city have a large number of older, 4- to 8-unit, two story apartment buildings: 1) in the Linfield Oaks neighborhood between Alma and Middlefield, and 2) in the Downtown area between Menlo and Middlefield. Many of these older apartment buildings are constructed over parking spaces - they are "soft-story" buildings that could suffer extensive damage or collapse in a large earthquake. I conducted an informal survey of the Linfield Oaks area and counted 34 multi-unit buildings with parking below residential units. Assuming four units per building (some have more), that is 136 units that could potentially be lost in a large earthquake.

The housing crisis and the state mandate requires out-of-the-box thinking, so I would like to suggest an out-of-the-box approach. A carrot-and-stick approach to owners of those buildings that combines a mandatory soft-story retrofit ordinance with financial incentives to add additional units or stories would both avert future loss of housing (and lives) and replace aging housing stock with newer, taller, apartment buildings. I believe that since these streets already have a higher density and are predominantly renters, there would be less community opposition to adding more housing.

If this suggestion is of interest, I would be happy to provide the Council with parcel maps showing the locations of these buildings.

Naomi Goodman

Agenda item H2
Edith Goldberg, resident

I have read the staff report on their recommendations for the housing element. I note with great concern they are planning for a 30% buffer, which will result in an actual increase in housing of 35% over the next ten years!

The decisions regarding where and how much to expand in our city can not be done in isolation of considerations of the impact on our infrastructure. What will this do to traffic? Can our schools accommodate the increase in student population? Is the housing plan consistent with our overall city plan? Are we creating a livable city or are we building in bottlenecks due to poor infrastructure. While I don't have an answer for you, I ask that these decisions be made with the long-term health and livability of our city in mind.

Agenda item H2
Peter C, resident

Dear City Council,

I recognize the need for more housing in Menlo Park. However, District 3 has already a 400 unit SRI proposed project and potentially another site on Middlefield. This area is already very congested especially with a planned 1M sf office redevelopment on the SRI. In addition Ravenswood is a single lane road in each direction and a major artery to highway 101.

Please use common sense development practice and focus the future development on downtown and along El Camino. This is Option C of the Housing Element. Keeping housing and people close to the retail and restaurants not only activates the downtown core but it reduces car traffic for last mile travel. El Camino already has the public infrastructure. Lastly spread the housing to Sharon Heights.

Thank you.

Agenda item H2

Denis Kourakin, resident

Dear City Council,

As you are reviewing the suggestions made by the Housing and Planning Commissions tonight, I would encourage you to look at their proposal not only through the lens of "how do we distribute the required ~3000 housing units around the city equitably" - but also (and primarily) through the lens of "how to we make Menlo Park a comfortable place to live for the current and future residents".

With that angle in mind a few fundamental principles I would propose:

Holistic review

It is impossible to look at the housing development without looking at other elements of the city that this development will impact (schools, roads, commerce, safety, etc). You can only approve housing development together with all other infrastructure needs - kicking these decisions down the road seems irresponsible (and we have done it once with approved office projects causing the need for this new housing now). Do we have space in our schools and on our roads for these new residents? If not - where do we get this space?

Equity is important but let's also use some common sense

MP downtown needs to be revitalized - and it needs residents who can easily access it on foot. Building high density housing around Santa Cruz/El Camino Real makes common sense. Building high density five story housing where residents would need to drive to access basic infrastructure (e.g. SRI) makes little sense.

Win-win instead of zero sum

In our development plans can we prioritize the areas which will benefit from new residents and limit new high density development in the areas which will be adversely affected?

Rethink new office construction

When reviewing the projects with new office component (e.g. SRI) we need to think about how much need for new housing they will cause during the next cycle - so do they really help us meet RHNA numbers or cause the need for us to build more housing down the road?

Thank you!

Agenda item H2
Jacqueline Wender, resident

Dear Councilmembers:

Thank you for the opportunity to comment. I appreciate the work of the staff and the two Commissions in trying to balance State requirements with good planning for the future of Menlo Park. After listening twice to the October 4 joint meeting, I have some significant concerns about the recommended Option D.

In my previous comments to the Council, I asked why the City is choosing to use the 30% buffer, when the State recommends a range of 15% - 30%. That question has not been addressed in any meaningful way, other than a passing observation that 30% gives greater margin for error. This strikes me as a poor planning choice, given the impact on City and regional services, including transit and schools, of the higher number of housing units.

Option D compounds this choice by inexplicably increasing the allocation in Sharon Heights, for no clearly articulated reason. Given the strong community support for pursuing development in the downtown corridor, with the opportunity to combine housing with a revitalized downtown business district, the proposal to use the higher Option A allocation in Sharon Heights does not make sense to me. I agree with the goal of distributing housing equitably across the City, but Option C already does that. With the reasonable exclusion of District 1, in Option C all four Districts are allocated significant new housing units. I do not support an option that includes units beyond what is already the top of the State's range.

Along with many other residents, I appreciate the Council's clear direction to remove parks, park infrastructure, and green space from consideration. I respectfully request that this directive remain a permanent feature of the City's planning. With the increase in population we must provide for a livable environment for all.

I recognize that the Housing Element process proceeds slowly, and that environmental and economic reviews come at a later stage in the process. However, I am concerned about the seeming lack of engagement with other partners, specifically school districts and transit. If that engagement comes after options are narrowed, particularly given the Housing Commission's recommendation to pursue a plan that is even larger than the 30% buffer, I fear the end results will suffer.

In summary, I strongly support Option C.

Jacqueline Wender
Menlo Park Resident

Agenda item H2
Anonymous, resident

Option B unfairly impacts district 3. The existing infrastructure of district 3 cannot handle this proposed surge in housing density. While options C and D still place substantial burden on district 3, they each represent a step towards more equitably distributing new housing across all of Menlo Park.

Agenda item H2
Steve Pang, resident

District 4 has not shared in Menlo Park's housing conundrum in the past, and it should play "catch-up" in the next housing cycle.

Sand Hill Road is an excellent conduit for traffic in and out of Sharon Heights, without increasing the traffic to the rest of Menlo Park. In contrast, additional housing along El Camino will simply burden the Railroad crossings, increase cut-through on Menlo Park residential streets, and further clog a busy El Camino.

The transportation infrastructure is cited as a reason to avoid Sharon Heights. More particularly, as buses can be easily re-routed, Caltrain is the only difference. It is doubted that many new residences to Menlo Park will actually take Caltrain. A poll should be taken to see how many new residences in new housing in the past 10 years around Caltrain actually take Caltrain. We need to have accurate data, because Menlo Park is making assumptions about where to place new housing. I believe those assumptions are incorrect - most new residents will drive.

Lastly, a big deal has been made about preserving the quality of life in Sharon Park, with its open space, quiet pace of life, and comfortable neighborhoods. The rest of Menlo Park has increased housing to meet the housing element and has lost some quality of life, already. Its time for Sharon Park to step-up and bear the burden of Menlo Park's housing requirements.

Agenda item H2 Pam D Jones, resident

Mayor Combs, Vice Mayor Nash, Councilmembers and staff,

The Housing Element (HE) is giving us the opportunity to demonstrate who we are as a city. Do we have a moral and ethical responsibility for creating the severe jobs housing imbalance in Menlo Park? Are we willing to develop a realistic HE documents in response to the ConnectMenlo/General Plan? The General Plan allows 2.3 million square feet of “non-residential” space and 400 hotel rooms. Pre-pandemic there were over 15,000 employees navigating the Belle Haven-Bayfront area daily. The housing units cap is 4,500.

There are a number of concerning factors regarding the staff recommended options for the land use strategies to meet our RHNA numbers. There are still issues that should be thoroughly discussed prior to the Council’s final instructions to staff. The penalties of developing an unrealistic plan now have consequences. We must get this right.

Here are a few concerns:

1. There were challenges with validating the surveys. Of the 763 validate surveys, how many paper surveys were collected for each district?
2. It should be very clear that all pipeline projects are a part of RHNA #5. The original documents were submitted in 2018 and 2019. Had these projects not pulled and resubmitted in 2020, they would be closer to “shovels in the ground.”
3. We are currently on target to create 3,053 market rate units. Regardless of whether or not they are included for RHNA 5 or 6, the total number of market rate housing meets both RHNA 5 & 6 (150 + 1,284 = 1,669).

We need to be planning for how we will meet the required RHNA number for affordable, which are below market rate (BMR) units. RHNA 6 number for all three levels of affordability is 1,662.

- It would be most logical to discuss all properties (except parks),
- review BMR policy, incentivize building BMRs and increase percentage to 25%,
- create a city-wide zoning policy for housing that covers the SRI and USGS sites, and
- require more open space rather than office space.

We are one city, therefore if 100 units per acre is acceptable in one area, it should be acceptable throughout Menlo Park. Realistically 100 units per acre is high for any area and a 60 to 70 maximum is more reasonable. Remember the 30 units is a minimum density and only requires a zoning change to increase the density.

We are required by law to Affirmatively Affirm Fair Housing (AS 686) “...facilitate deliberate action to explicitly address, combat, and relieve disparities resulting from past patterns of segregation to foster more inclusive communities.” This clearly means we can no longer protect portions of Menlo Park by the branding of “unique village character.” Village character is referred to nineteen times in the Downtown Specific Plan. The first of twelve vision goals is “Maintain a village character unique to Menlo Park.”

On the other hand, the central purpose of Menlo Park General Plan is to “maintain the ‘community’s special character’ that includes a range of residential, business, and employment opportunities and to a accommodate change that will help maintain a vital community.” Note that in District 1, the Neighborhood Service Center is mostly unavailable for resident’s use and our west entrance is landmarked with a fast-food business. It is rather insulting if this a part of our “community’s special character.”

As stated in the beginning, we are one City. We have the opportunity to design and create a city that is welcoming and provides affordable housing throughout the city.

Pam D. Jones, 47 year resident of the Belle Haven neighborhood of Menlo Park

Agenda item H2
Christine Arnould, resident

The State has mandated that Menlo Park plan and zone for 2,986 new housing units over the next ten years.

I heard the Housing Commission has increased that number to 4,203. This is a 35% increase in housing units and equates to 11,768 additional residents and 2,020 additional school age children. I would like to understand the reasoning behind the 35% increase? Why is the city of Menlo Park doing that? And has the city considered just the impact of the initial CA number, even more concerning the impacts on schools, streets, stores, parks and other facilities with the CA number + 35%?

For who are those housing units being built?

CITY OF MENLO PARK



G R O U P

HOUSING ELEMENT PREFERRED LAND USE SCENARIO

City Council
October 26, 2021

- **Overview of Project**
- **Outreach Summary**
- **New Housing Needed**
- **Area Strategies**
- **Land Use Strategies**
- **Net New Housing Needed**
- **Land Use Options**
- **Commission Recommendations**
- **Options for City Council**
- **Next Steps**

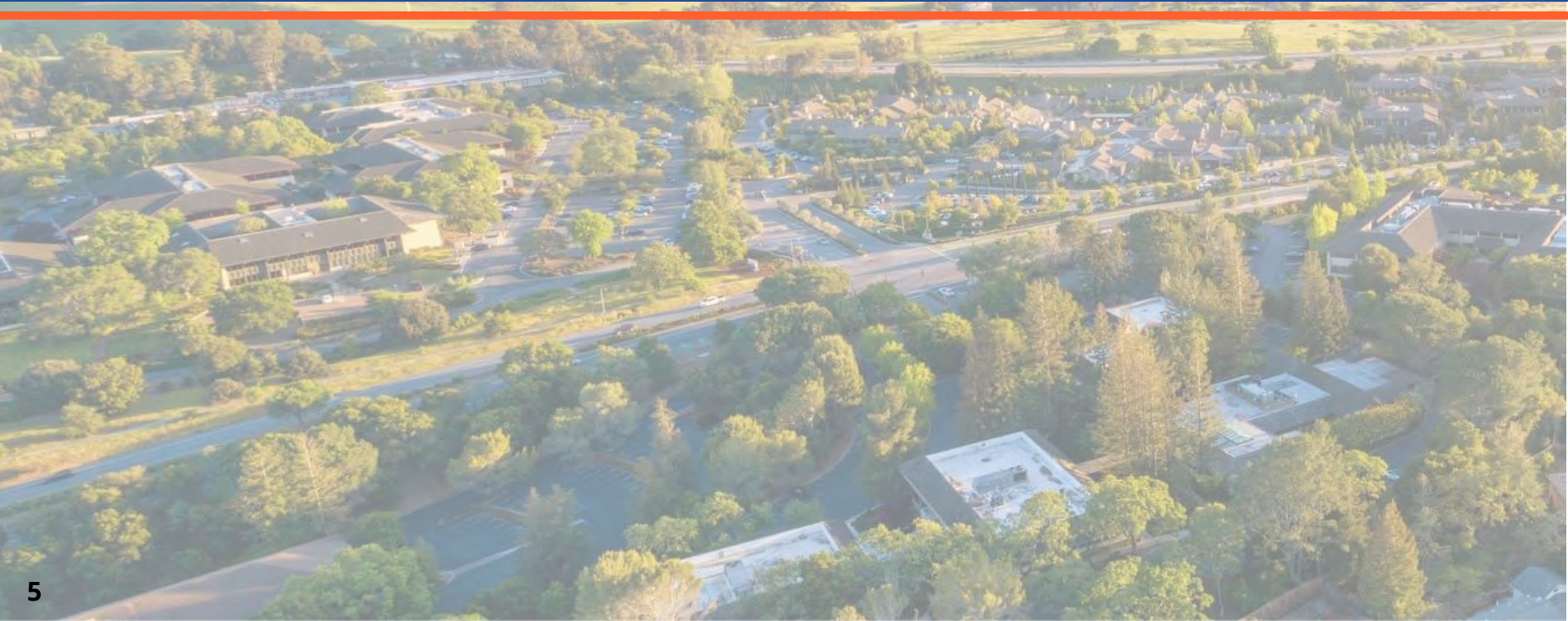
OVERVIEW OF PROJECT



PROCESS/TIMELINE

- **City Council Land Use Strategy**
- **NOP Distribution**
- **Housing Policy Outreach**
- **Draft Housing Element
(Community & HCD Review)**
- **Safety & Environmental Justice
Policy Outreach**
- **Draft Safety & EJ Elements**
- **Draft EIR**
- **Adoption Hearings**

OUTREACH AND ENGAGEMENT UPDATE



OUTREACH & ENGAGEMENT

- ✓ Community Engagement and Outreach Committee (CEOC)
- ✓ Community Meetings
- ✓ Community Survey
- ✓ Pop Up Events
- ✓ Focus Groups
- ✓ Individual Interviews
- ✓ Project Gallery



SURVEY RESULTS

- Opened late July 26, 2021
- Closed on Sept. 6, 2021
- 763 validated survey respondents
 - The highest number of survey participants identify as white (73 %) followed by Asian (12 %) and Hispanic/Latinx (10 %)
 - City Council District Five (34 %). City Council Districts One, Two, Three, or Four (15-16 %)
- Online and paper surveys
 - English and Spanish



SURVEY RESULTS

- Common themes from community input indicate that the housing element strategy should:
 - Provide **housing for all stages of life** (e.g., students, singles, young families, seniors)
 - Evenly **distribute housing**, including affordable and multi-family housing, throughout Menlo Park
 - **Prioritize housing sites** close to transit, businesses, and public services
 - Pursue **Downtown as an ideal location for more housing**; increase density along El Camino Real in the Downtown area and **enable mixed-use development** at this location

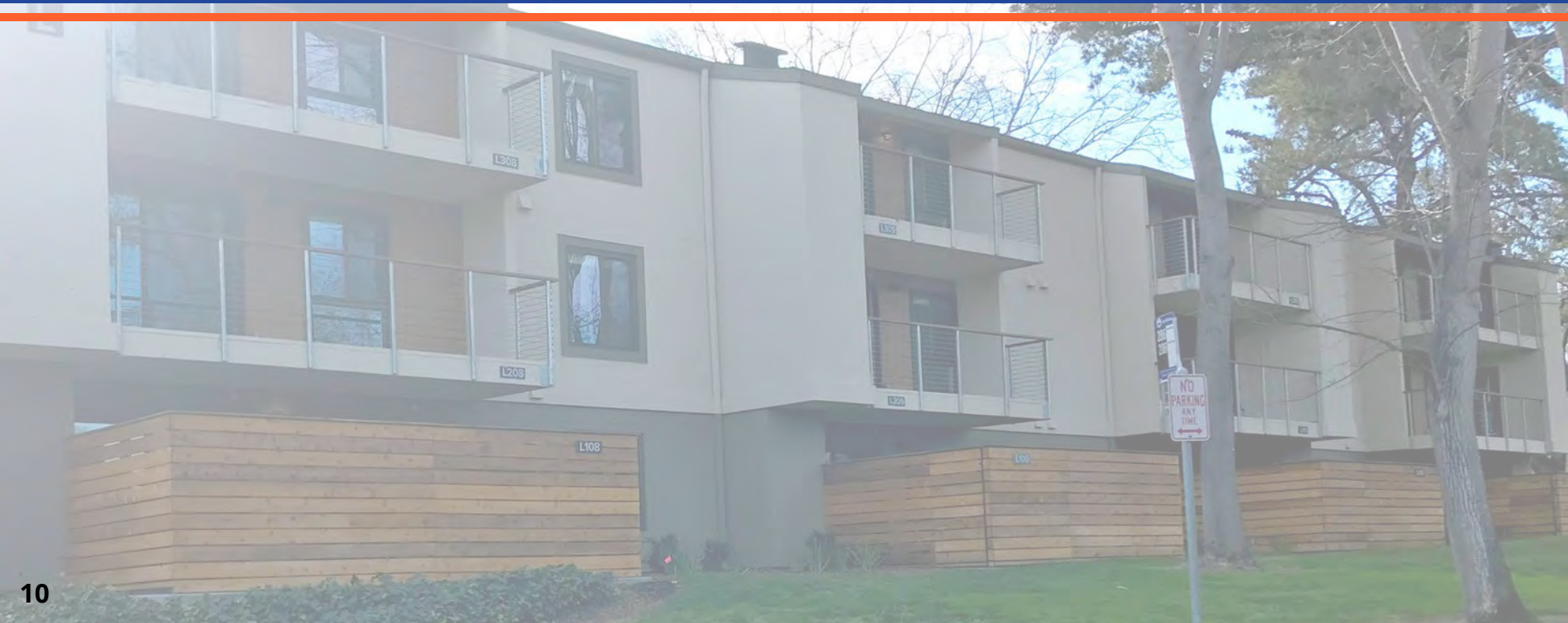


SURVEY RESULTS

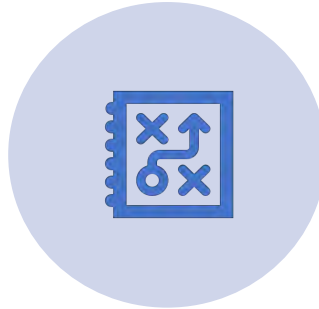
- Enable non-residential to residential land use conversions that **promote affordable housing and/or mixed-use development**
- Support **accessory dwelling units, duplexes, and triplexes**
- Support **multi-family development between three and five stories.**



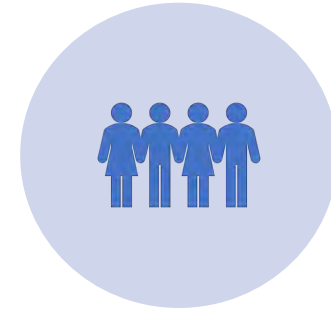
NEW HOUSING NEEDED



GOALS



**BALANCED
COMMUNITY**

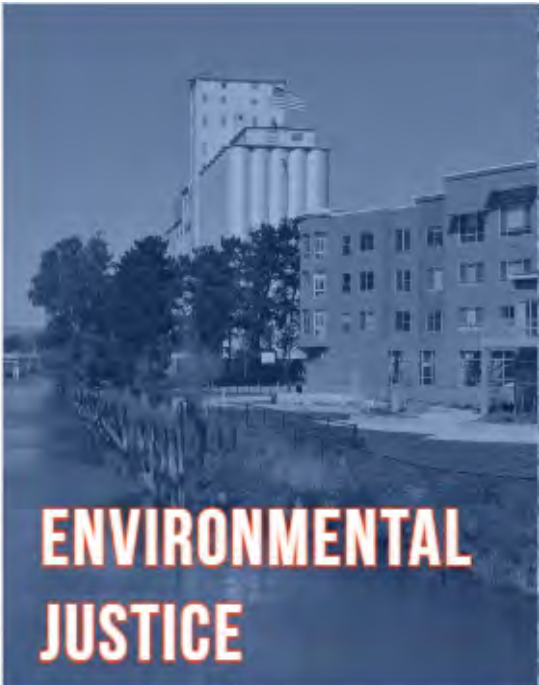


**AFFORDABILITY
FOCUSED**

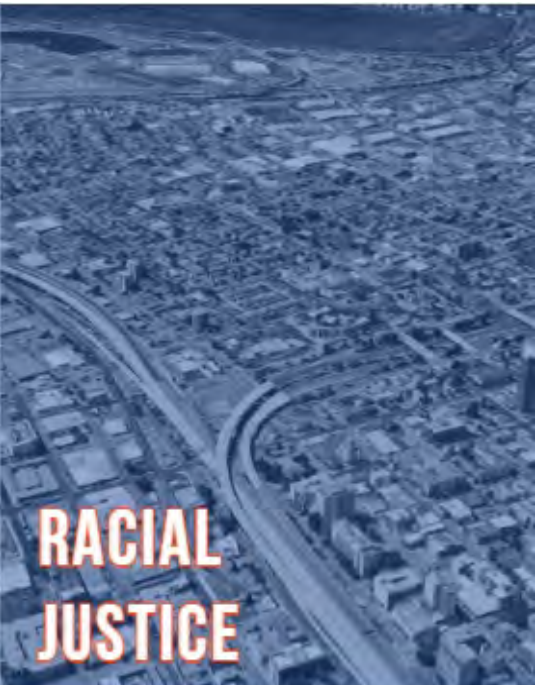


**SOCIAL
JUSTICE**

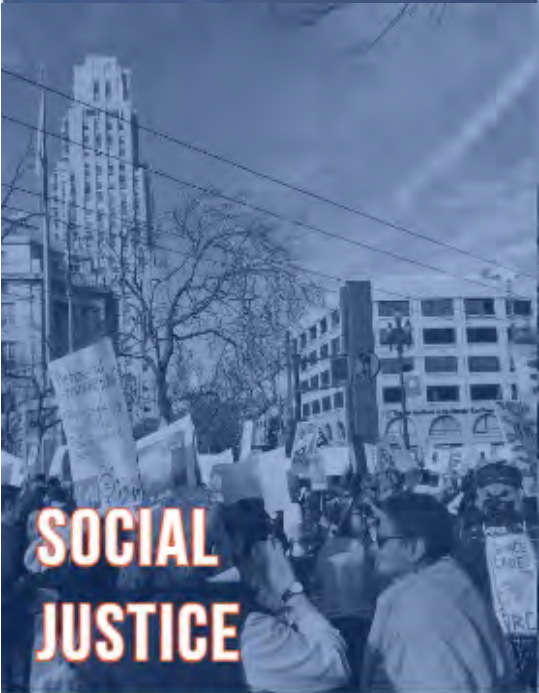




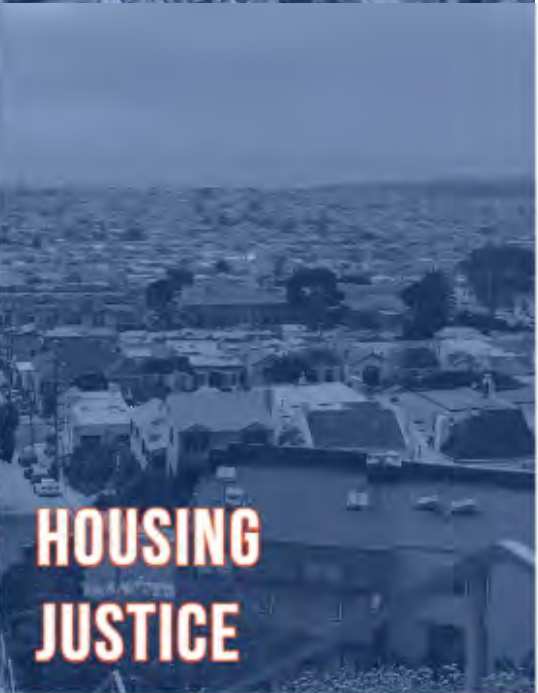
**ENVIRONMENTAL
JUSTICE**



**RACIAL
JUSTICE**



**SOCIAL
JUSTICE**



**HOUSING
JUSTICE**

5TH CYCLE RHNA 2015-2023

Income Category	Allocation	Total through 2020	Percent Complete
Very Low	233	148	64%
Low	129	80	62%
Moderate	143	11	8%
Above Moderate	150	1,177	785%
Total	655	1,416	

6TH CYCLE RHNA 2023-2031

	Very Low	Low	Moderate	Above Moderate	Total Housing Units
6 th Cycle RHNA	740	426	496	1,284	2,946
30% Buffer	222	128	149	385	884
6 th Cycle RHNA with 30% Recommended Buffer	962	554	645	1,669	3,830

2,161 affordable units

* Total housing units with 30% buffer is **3,830 housing units**

HOUSING LOCATION CRITERIA

- **0.5 Acres to 10 Acres**
- **30 DU/Acre Minimum**
- **Distribution throughout city**
- **Realistic development potential**
- **Proximity transit, schools, and other services**
- **Proximity to available infrastructure and utilities**

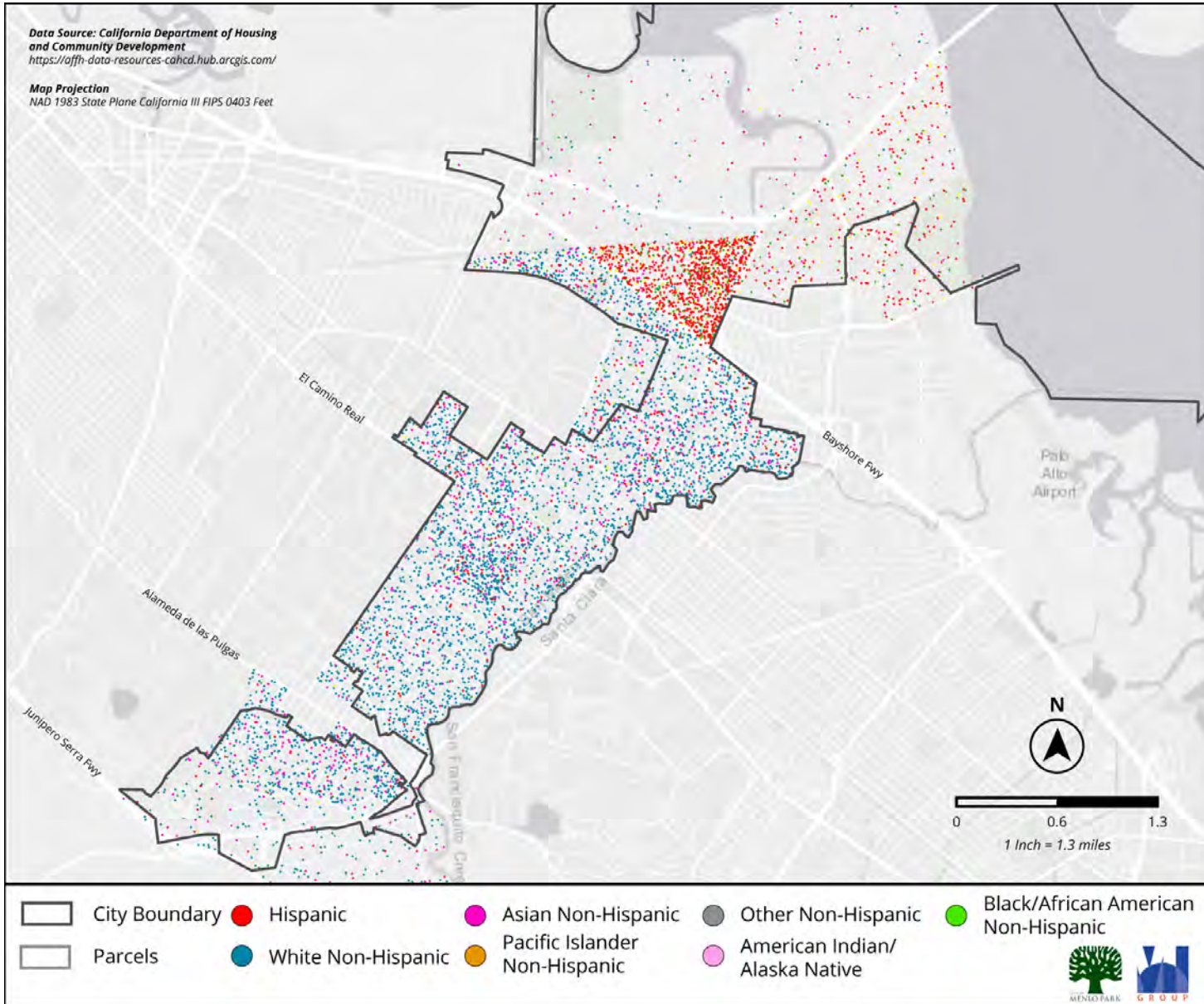


FAIR HOUSING CONSIDERATIONS

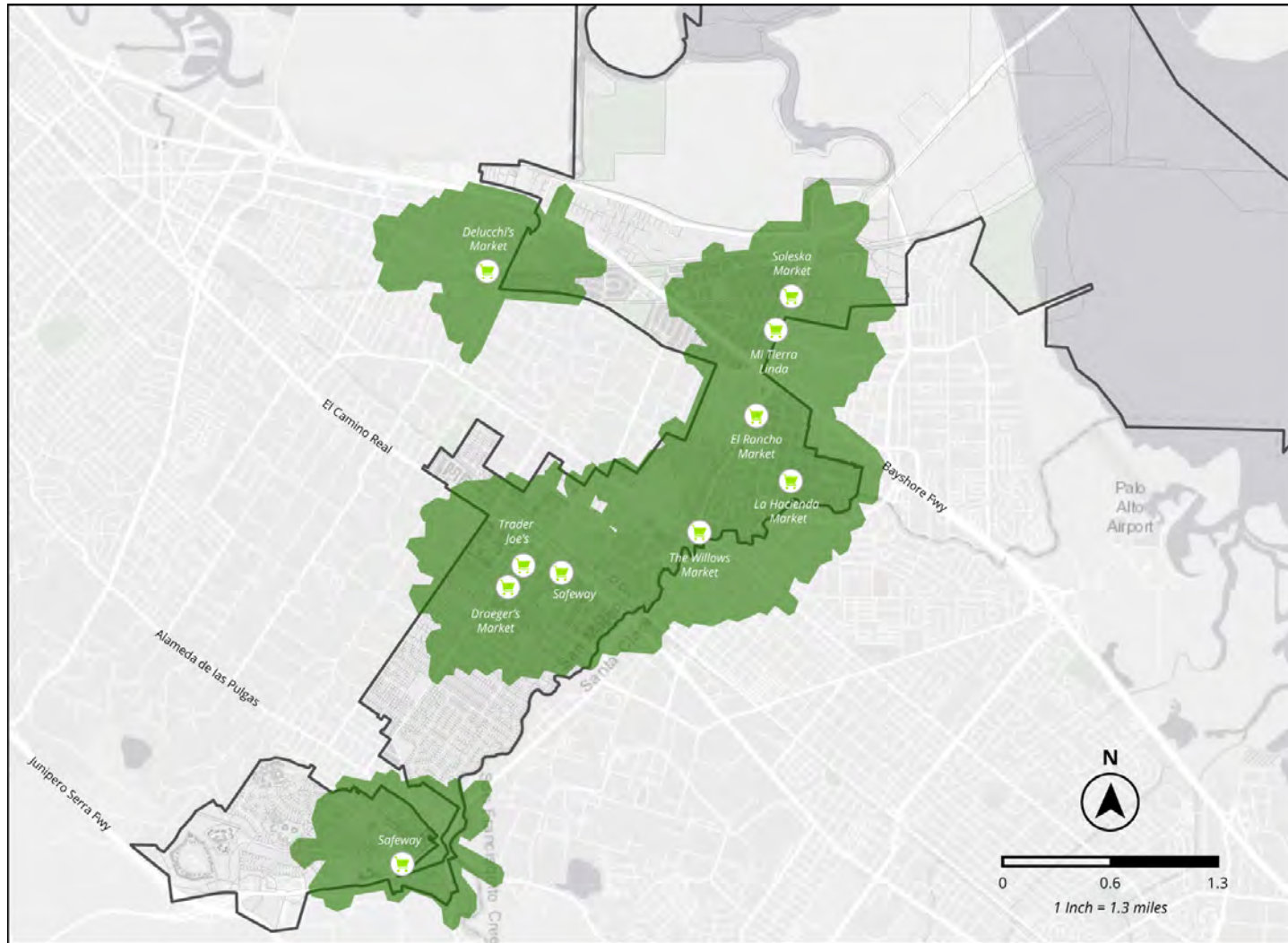
- Overcoming racial segregation
- Access to:
 - Food
 - Transit
 - Schools
 - Employment
 - Parks



FAIR HOUSING: SEGREGATION



FAIR HOUSING: FOOD ACCESS



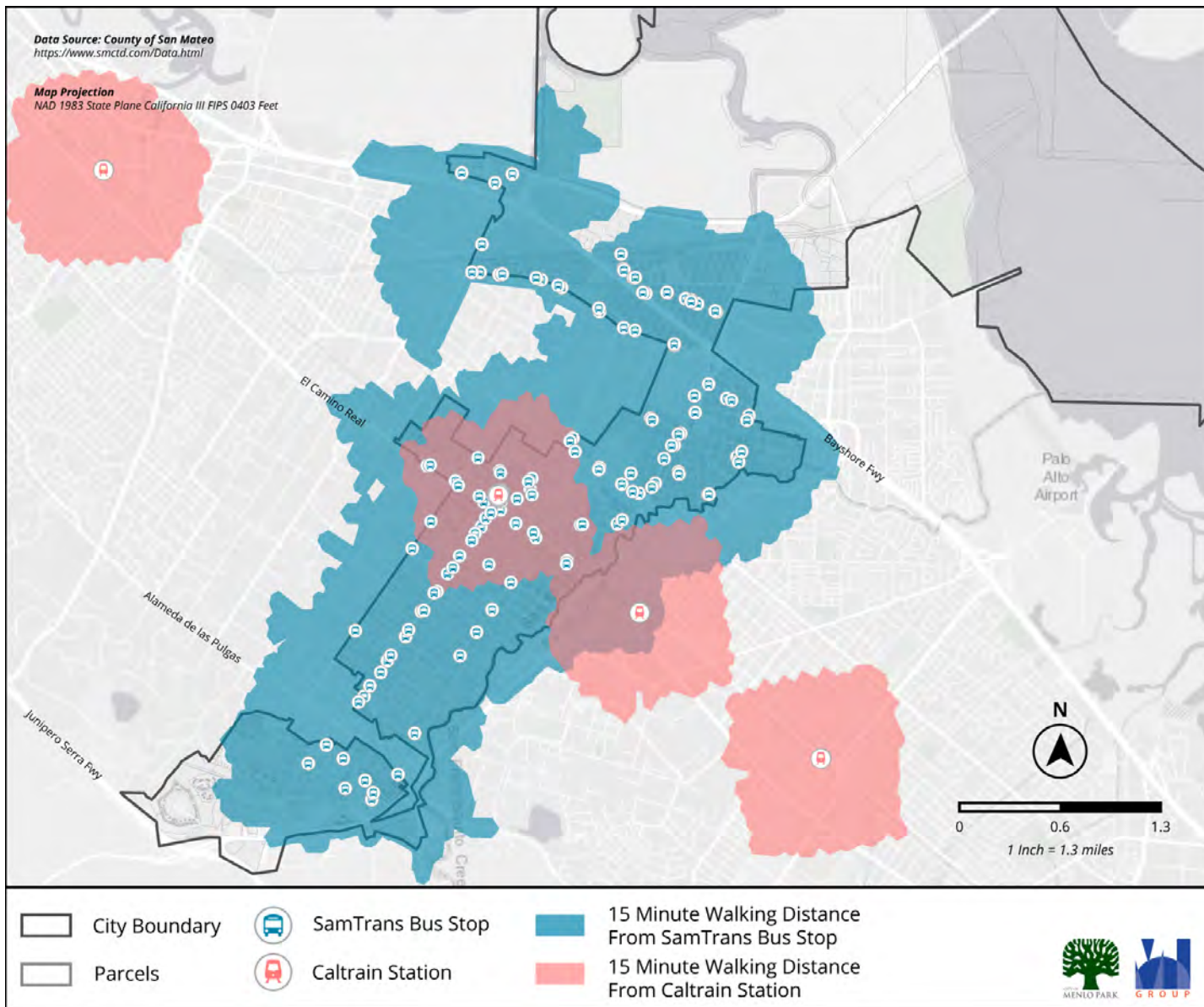
-  City Boundary
-  Parcels
-  Grocery Store
-  15 Minute Walking Distance From Grocery Stores or Markets

Data Source: M-Group

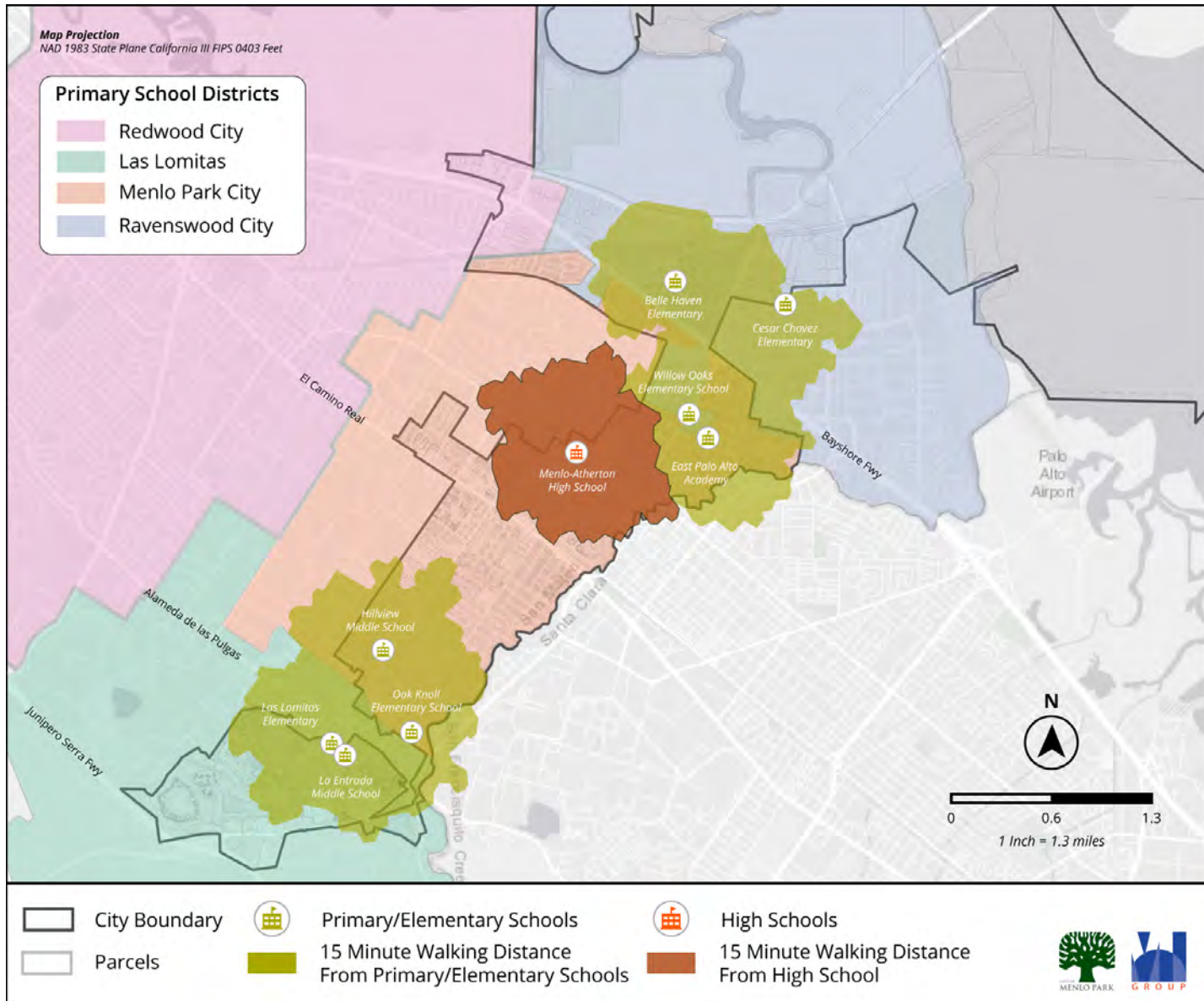
Map Projection
NAD 1983 State Plane California III FIPS 0403 Feet



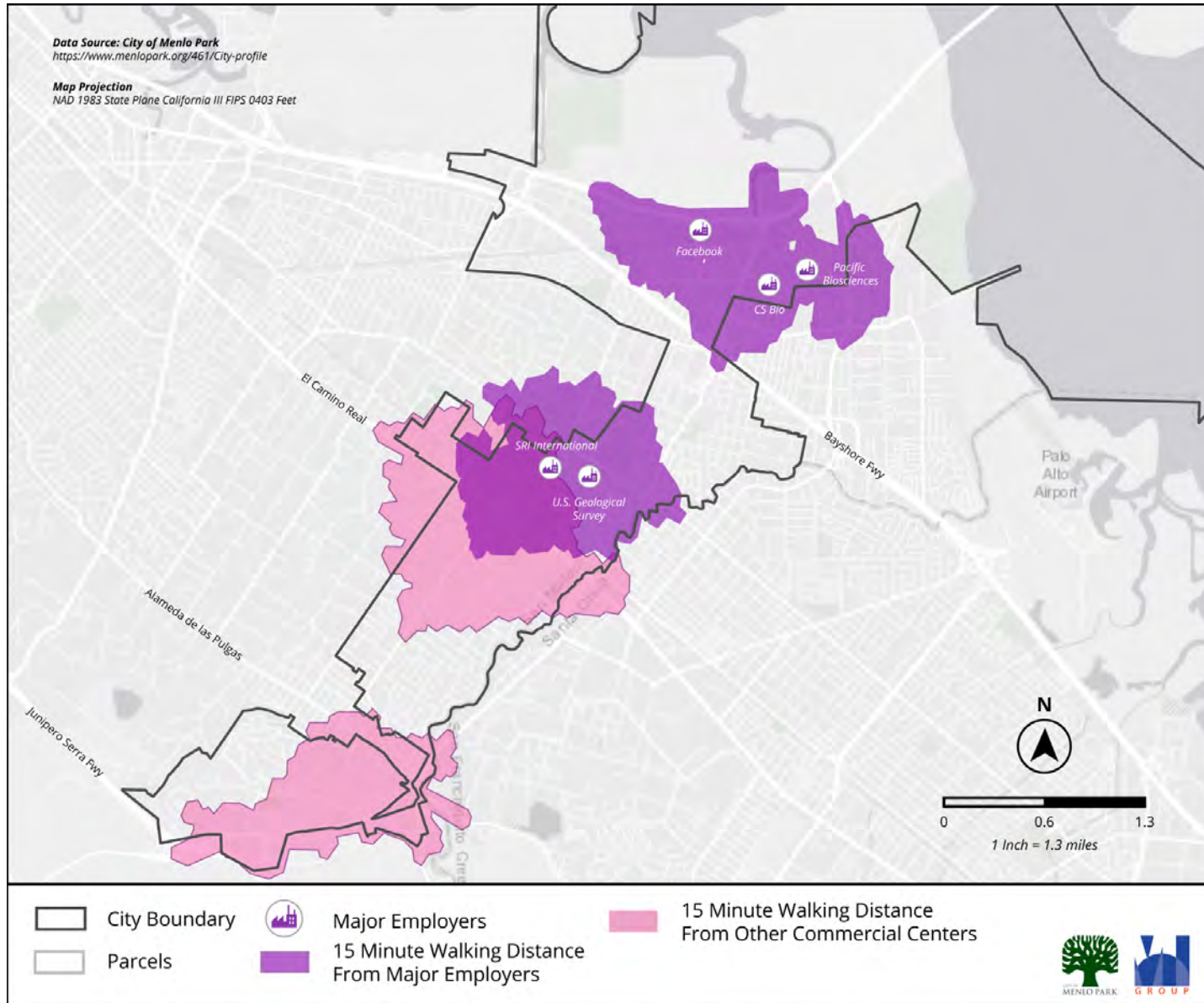
FAIR HOUSING: TRANSIT ACCESS



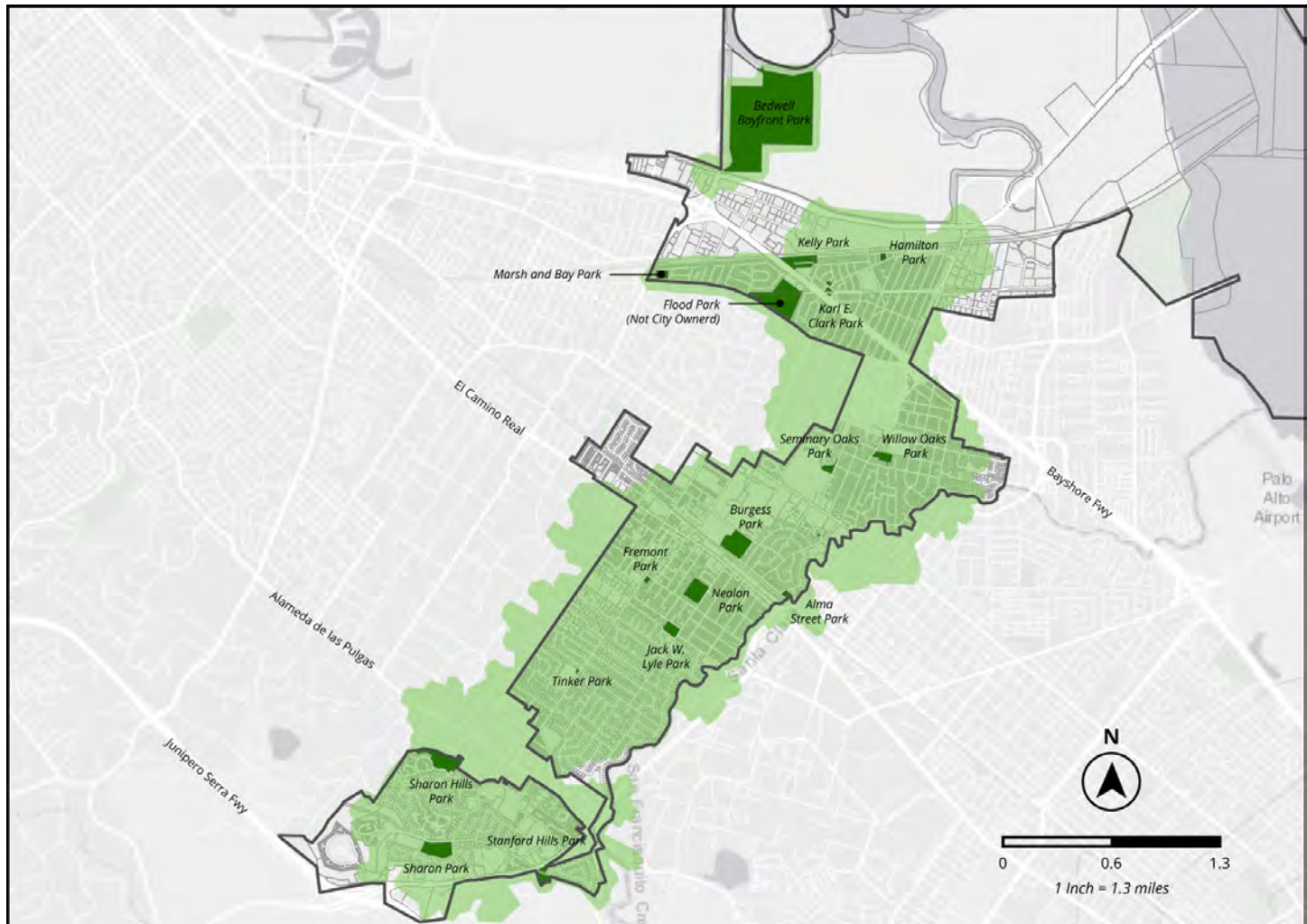
FAIR HOUSING: SCHOOL ACCESS



FAIR HOUSING: EMPLOYMENT



FAIR HOUSING: OPEN SPACE ACCESS



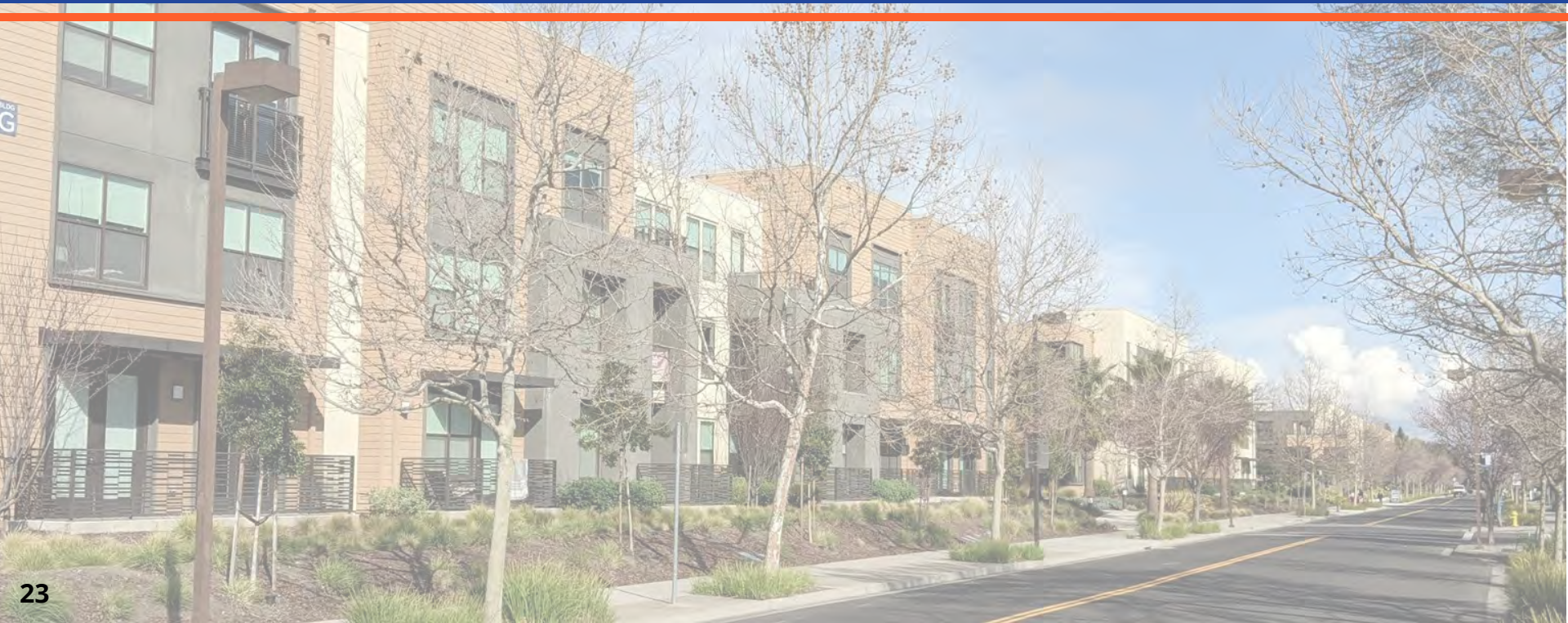
-  City Boundary
-  Parks
-  15 Minute Walking Distance From Parks
-  Parcels

Data Source: City of Menlo Park
<https://data.menlopark.org/>

Map Projection
 NAD 1983 State Plane California III FIPS 0403 Feet



LAND USE STRATEGIES



POTENTIAL HOUSING SOLUTIONS



POTENTIAL LAND USE STRATEGIES

- **5th Cycle Reuse Sites**
 - Using reuse sites not developed as housing from the 5th cycle
 - 30 DU/Acre Minimum Density & by-right entitlements
- **Pipeline Projects**
 - Includes approved projects or under construction as of June 30, 2022 **not** identified in the 5th cycle
 - Does not include pending/approved projects identified in the 5th cycle
 - Includes Bayfront projects and other approved projects

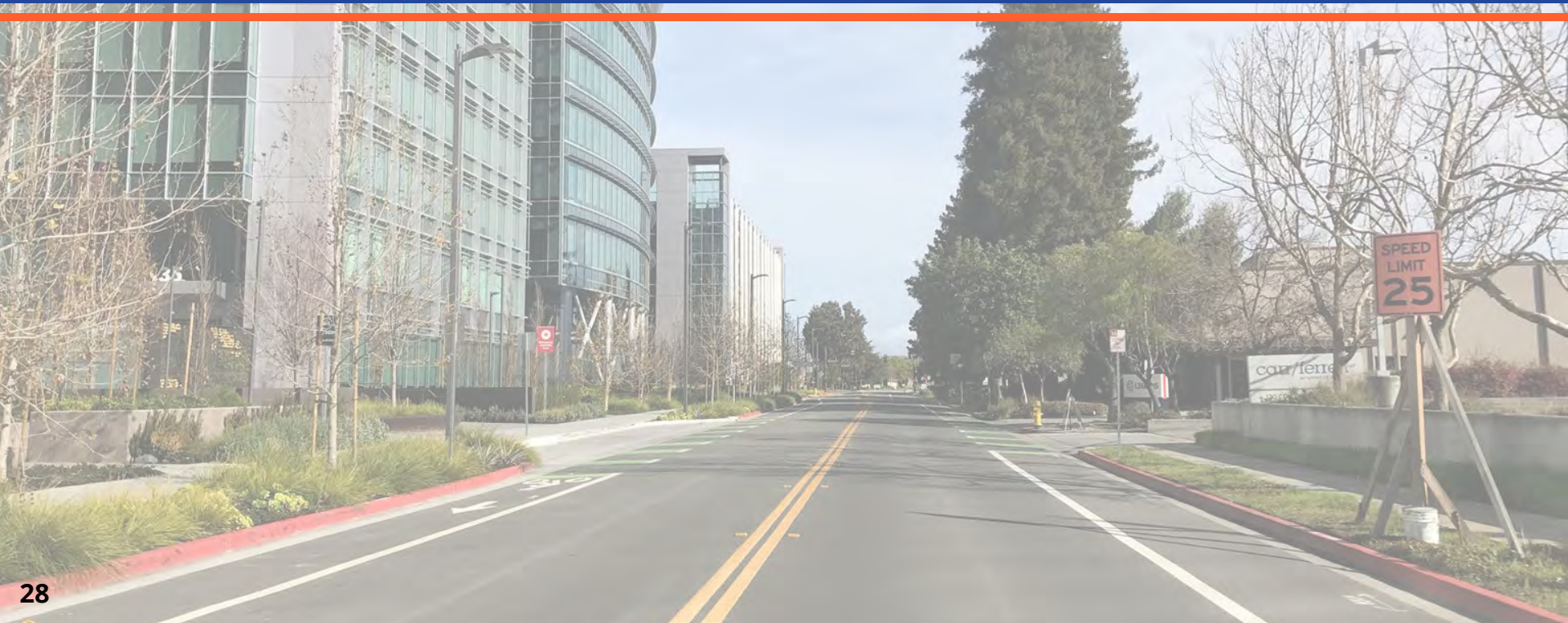
POTENTIAL LAND USE STRATEGIES

- **El Camino Real/Downtown**
 - Increasing housing density on El Camino Real and in Downtown
- **Publicly-Owned Land**
 - Developing public parking lots in Downtown for affordable housing
 - Other City owned land
- **Commercial Sites**
 - Using vacant and non-vacant commercial sites by converting to housing or mixed-use buildings

POTENTIAL LAND USE STRATEGIES

- **Religious Facilities**
 - Using parking lots of religious facilities for housing
- **Accessory Dwelling Units (ADUs)**
 - Provide ADU incentives
- **Single Family Areas**
 - All single family areas can be subdivided and have up to 3 additional units if the property meets a minimum size under SB 9
 - No additional strategies suggested for increasing density in these areas

AREA STRATEGIES



DEVELOPMENT AREAS



NET NEW HOUSING NEEDED



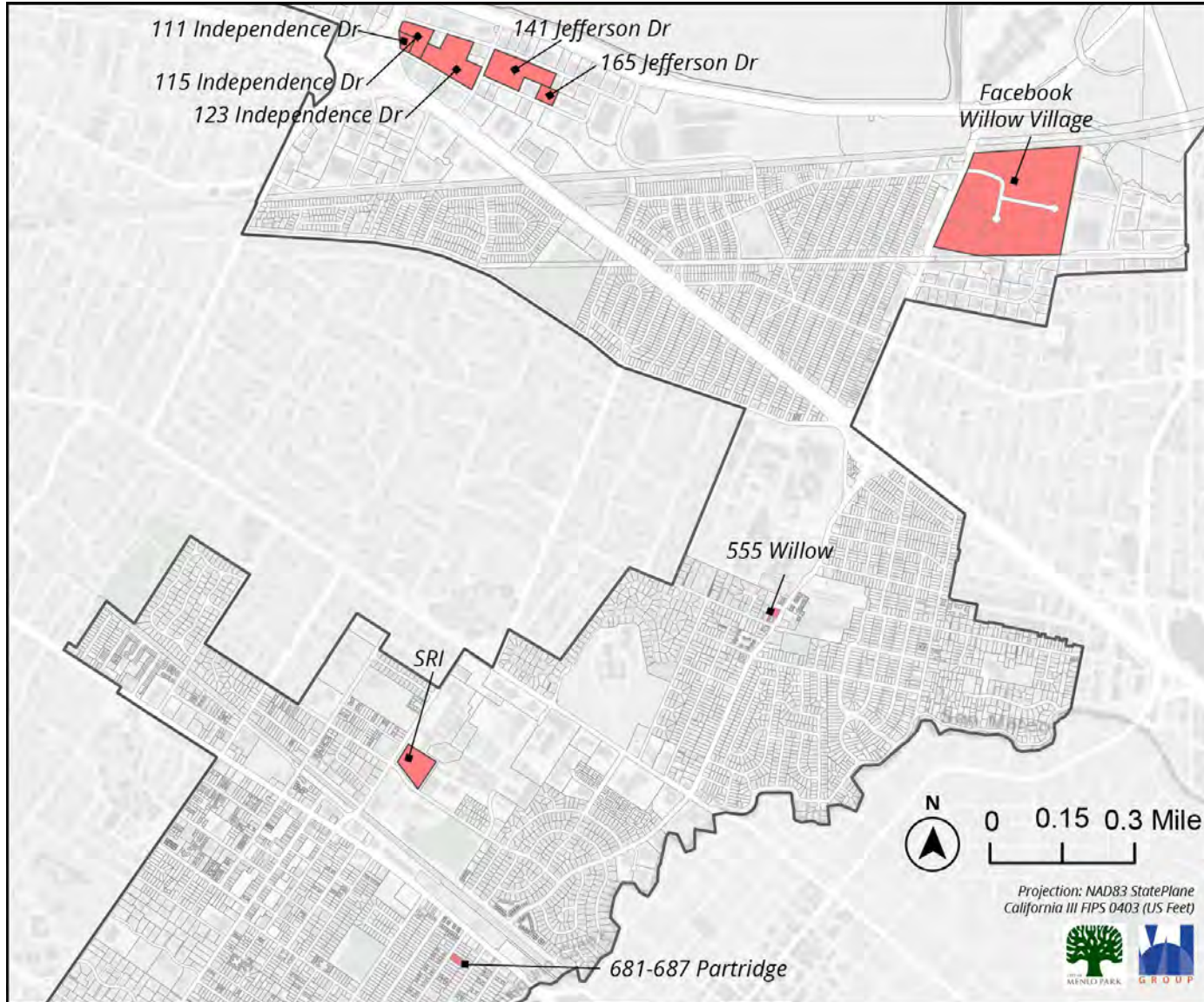
PROJECTS IN THE PIPELINE

Status	Development Project	Above				Total Units
		Very Low (0 - 50%)	Low (51 - 80%)	Moderate (81 - 120%)	Moderate (above 120%)	
Approved	111 Independence	4	9	5	87	105
Approved	115 Independence (Menlo Portal)	3	14	31	287	335
Approved	141 Jefferson (Menlo Uptown)	7	23	43	410	483
Pending	123 Independence	0	65	0	367	432
Pending	165 Jefferson (Menlo Flats)	0	21	0	137	158
Pending	Facebook Willow Village	120	38	150	1,421	1,729
Pending	333 Ravenswood (SRI)	0	60	0	340	400
Approved	661-687 Partridge	0	0	1	1	2
Pending	555 Willow	0	0	0	3	3
Total RHNA Credit		134	230	230	3,053	3,647

594 affordable units

Data from the City of Menlo Park 10/22/2021

MAJOR PIPELINE PROJECTS



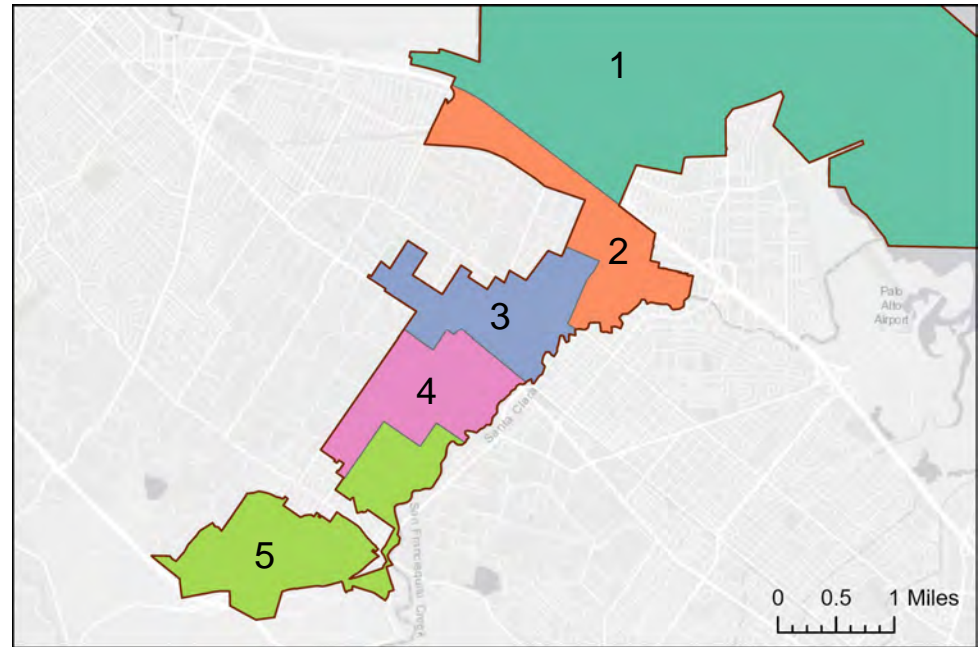
NEW HOUSING NEEDED

	Very Low	Low	Moderate	Above Moderate	Total Units
	(0 – 50%) AMI	(51 - 80%) AMI	(81 - 120%) AMI	(above 120%) AMI	
6th Cycle RHNA	740	426	496	1,284	2,946
30% Buffer	222	128	149	385	884
6th Cycle RHNA with 30% Buffer	962	554	645	1,669	3,830
Pipeline Projects	134	230	230	3,053	3,647
ADUs	26	25	26	8	85
RHNA Credit	160	255	256	3,061	3,732
Total Net New Units Needed	802	299	389	0	1,490

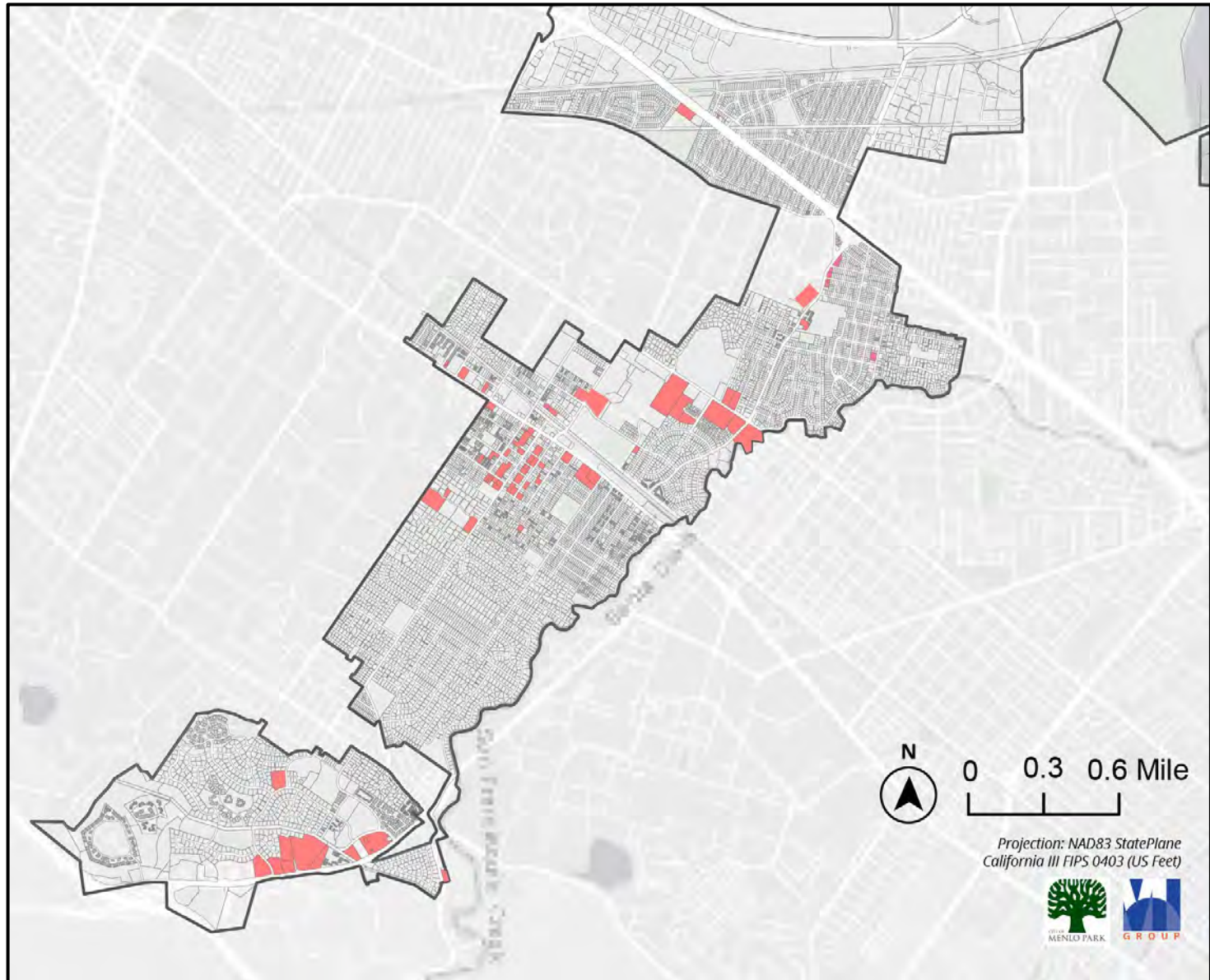
AMI = Area Median Income

NEW HOUSING NEEDED

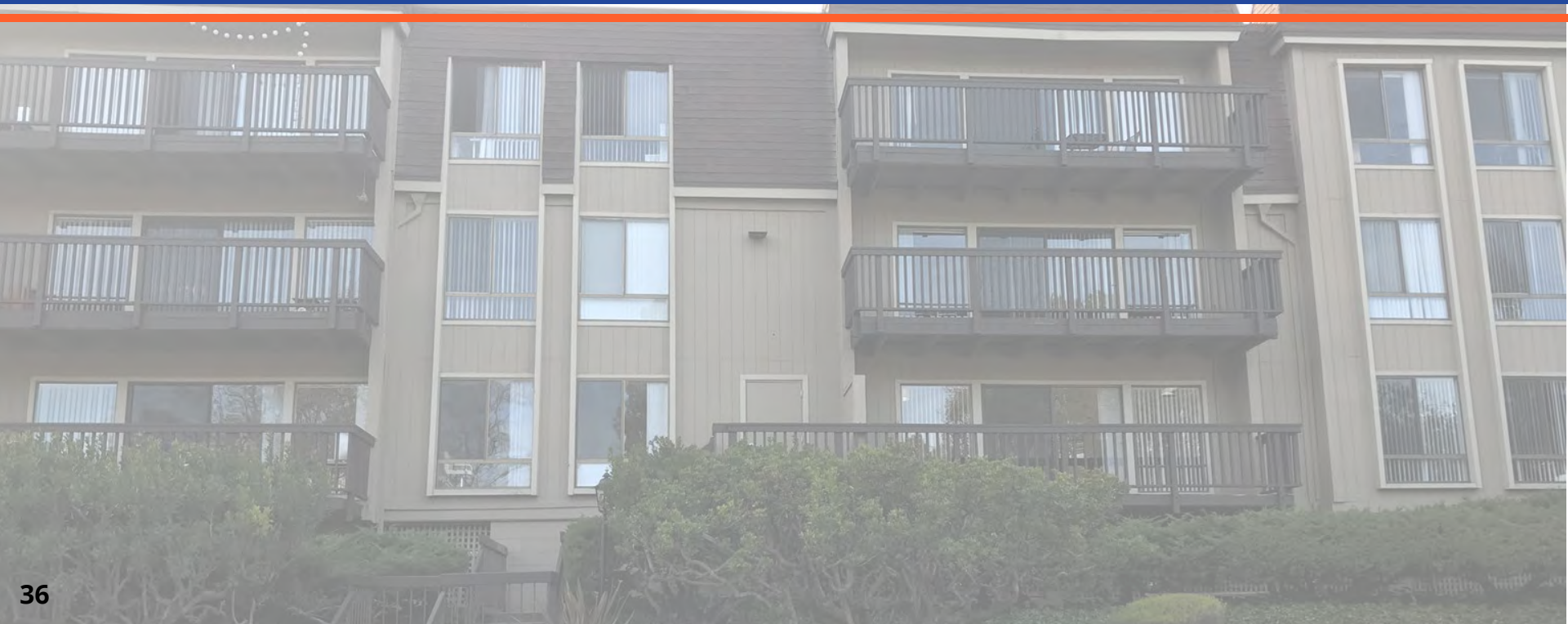
- Large amount of new housing planned in the Bayfront
- Housing Equity requires the remainder (net new RHNA) to be planned for the other areas of the city. Focus on high opportunity areas.
- A focus on affordability will require robust policies and programs to support higher levels of affordable housing production



POTENTIAL SITES



LAND USE OPTIONS

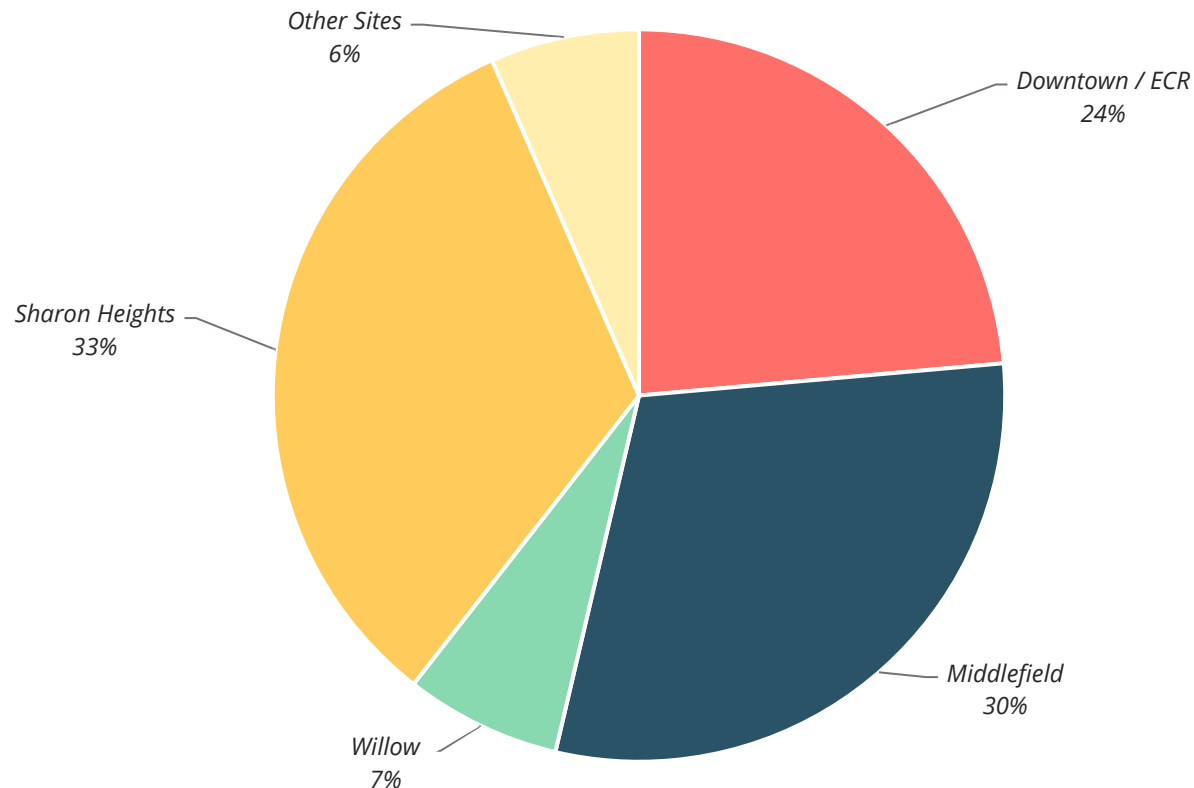


LAND USE OPTIONS

OPTION A – MODERATE UPZONING THROUGHOUT THE CITY

- Distributes development throughout the city in four geographic areas

Distribution of potential new housing units

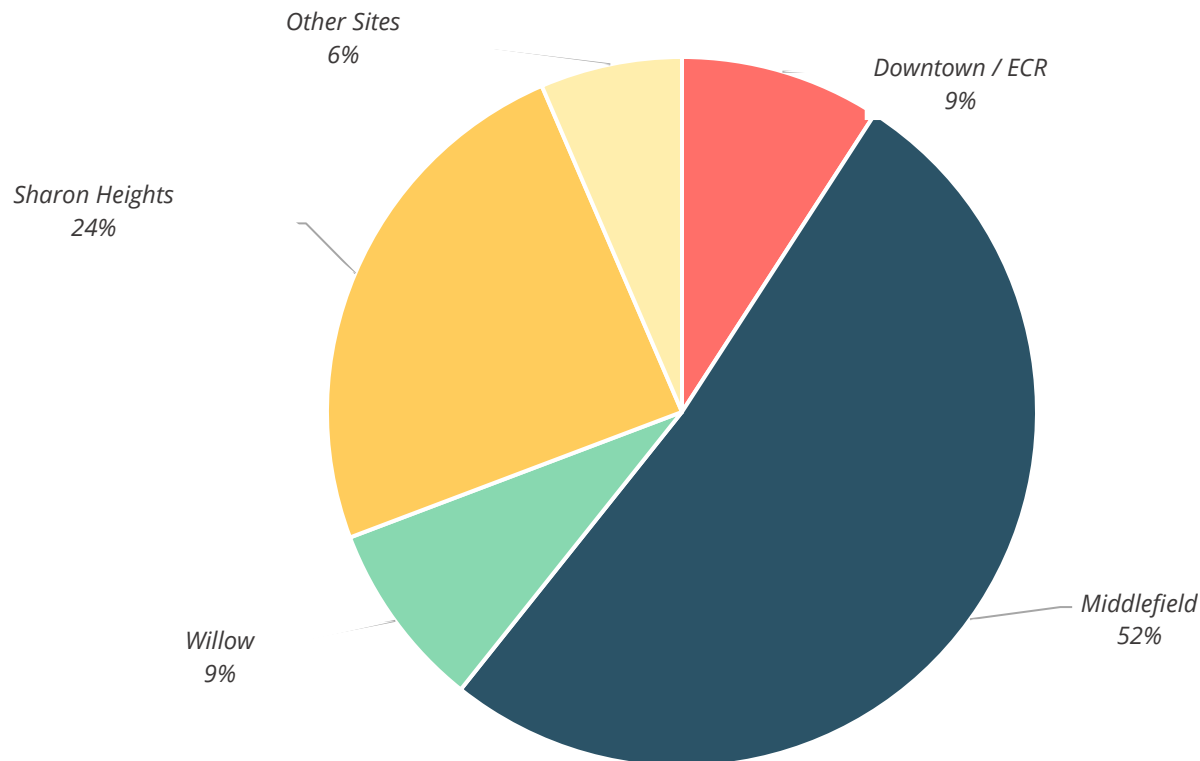


LAND USE OPTIONS

OPTION B – MIXED USE DEVELOPMENT FOCUSED ON MIDDLEFIELD/WILLOW

- Focuses development on the commercial sites land use strategy (adds residential use along Middlefield Road)

Distribution of potential new housing units

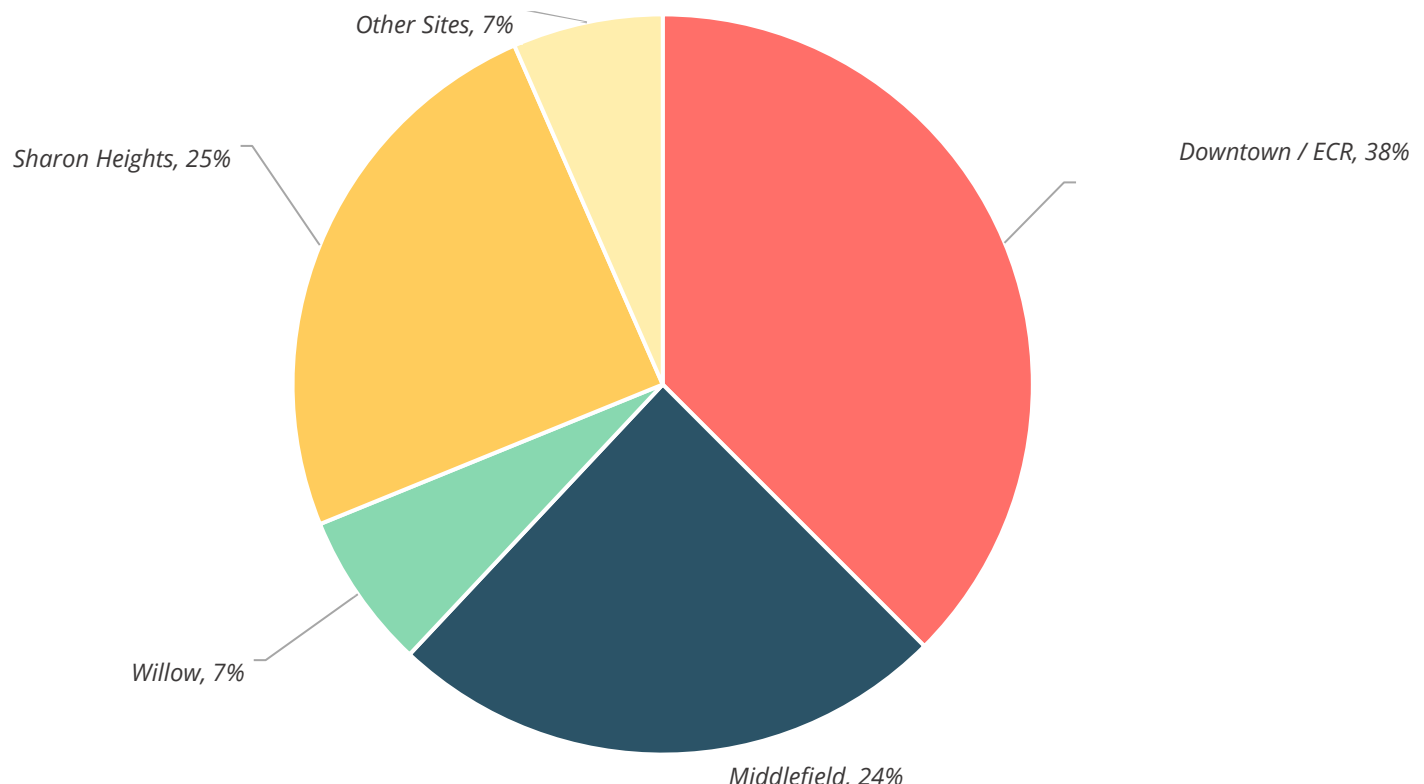


LAND USE OPTIONS

OPTION C - MIXED USE DEVELOPMENT FOCUSED ON DOWNTOWN/EL CAMINO REAL

- Greater density in the Downtown and along the El Camino Real corridor

Distribution of potential new housing units

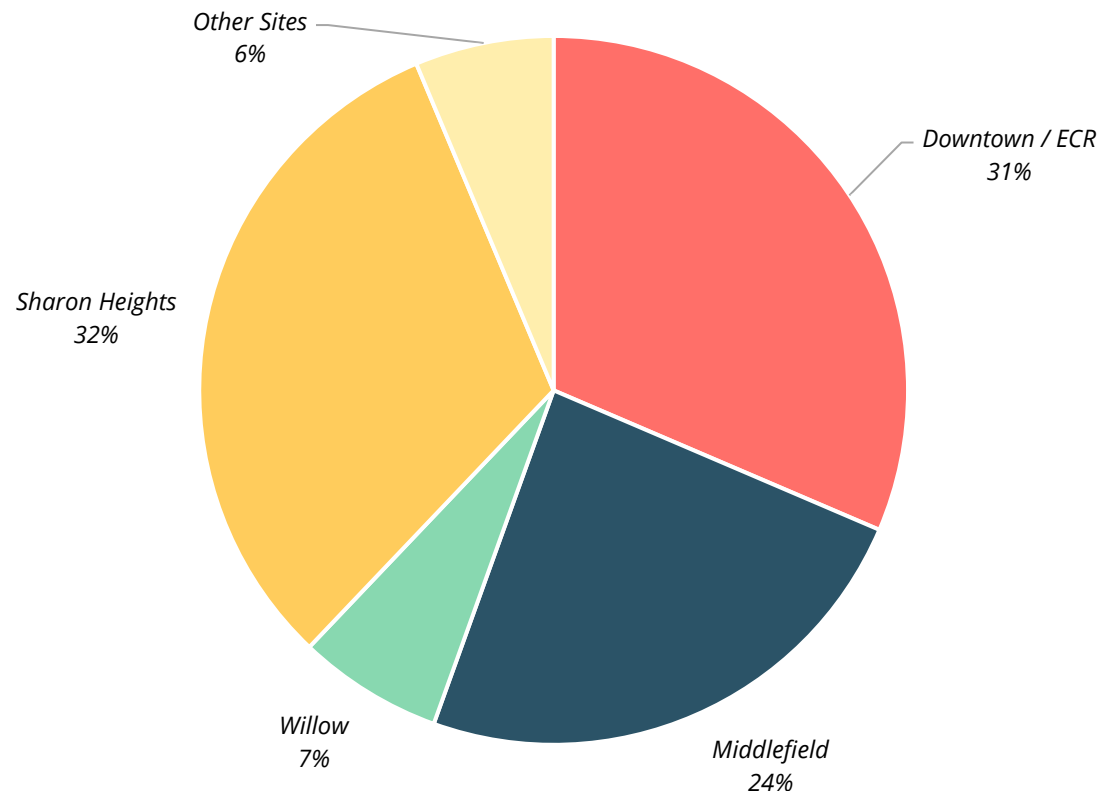


LAND USE OPTIONS

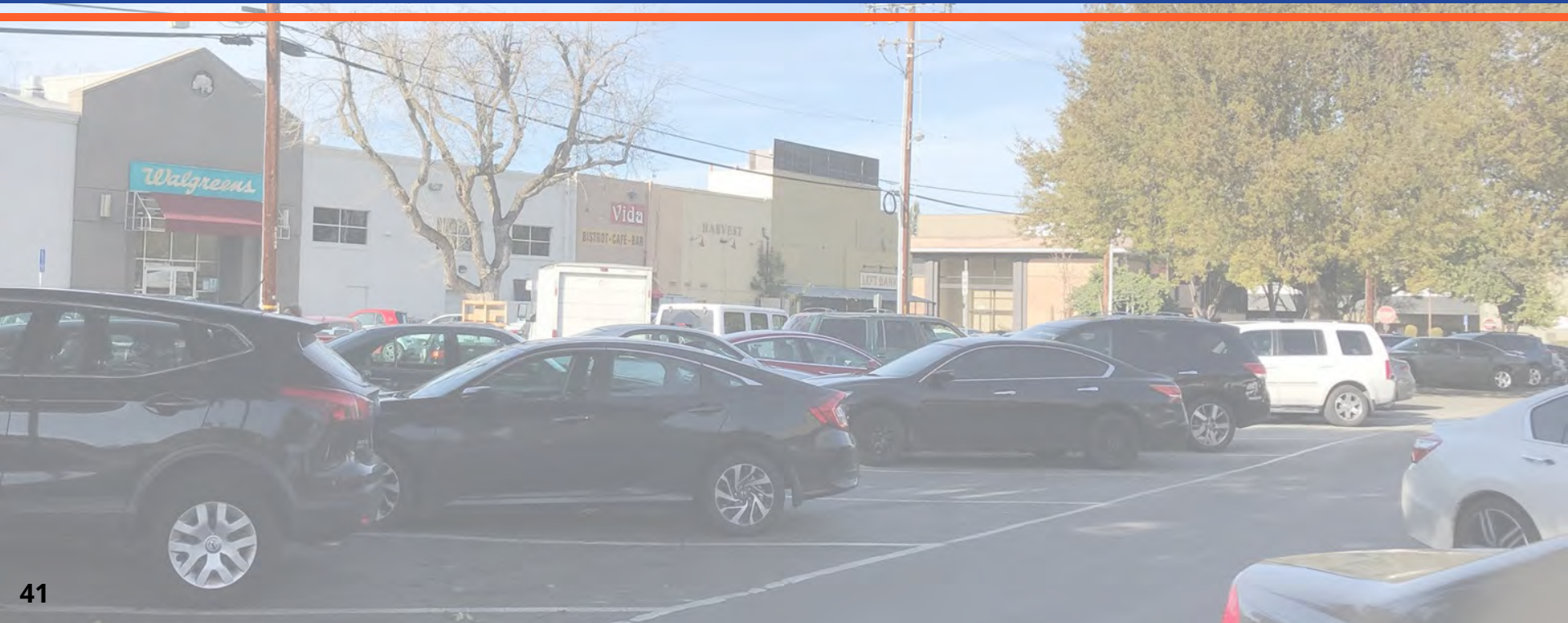
OPTION D - MIXED USE DEVELOPMENT FOCUSED ON DOWNTOWN/EL CAMINO REAL & SHARON HEIGHTS

- Greater density in the Downtown and along the El Camino Real corridor & Sharon Heights

Distribution of potential new housing units



COMMISSION RECOMMENDATIONS



PLANNING & HOUSING COMMISSION MEETING

- **Interest in expanding the City's Affordable Housing Overlay**
- **Concerns relative to impacts on city schools, traffic, open spaces, amenities, and other public infrastructure**
- **Interest in incentives for affordable housing development**
 - **Lower parking requirements**
 - **Increasing density**
 - **Clear guidelines for City housing funds**

RECOMMENDATIONS BY THE COMMISSIONS

- **Planning Commission Recommendation**
 - The Commission made several motions, but none could gain a majority vote
 - Majority support for providing housing
- **Housing Commission Recommendation**
 - ***Option C – Downtown Focus***, including the following:
 - Higher unit yields in the Sharon Heights neighborhood
 - Further exploration of using City owned parcels that are not dedicated to green space
 - Pursue a competitive development process for the downtown parking lots

OPTIONS FOR THE CITY COUNCIL



NEW HOUSING BY AREA

Net New Units by Development Area							
Option	Summary	Downtown/ El Camino Real	Middlefield	Willow	Sharon Heights	Other Sites	Total
A	Moderate Upzoning Throughout the City	422	538	123	588	118	1,789
B	Mixed Use Development Focused on Middlefield/Willow	166	938	155	442	118	1,819
C	Mixed Use Development Focused in Downtown/El Camino Real	674	440	123	442	118	1,797
D	Option C + Option A for Sharon Heights	586	448	123	588	118	1,863

NEW HOUSING BY COUNCIL DISTRICT

Net New Units by Council District							
Option	Summary	1	2	3	4	5	Total
A	Moderate Upzoning Throughout the City	8	194	673	313	600	1,789
B	Mixed Use Development Focused on Middlefield/Willow	8	226	999	133	453	1,819
C	Mixed Use Development Focused in Downtown/El Camino Real	8	195	542	599	453	1,797
D	Option C + Option A for Sharon Heights	8	195	660	411	589	1,863

NEW HOUSING BY SCHOOL DISTRICT

Net New Units by School District						
Option	Summary	Las Lomas SD	Ravenswood City SD	Redwood City SD	Menlo Park City SD	Total
A	Moderate Upzoning Throughout the City	600	102	0	1,086	1,789
B	Mixed Use Development Focused on Middlefield/Willow	453	127	0	1,238	1,819
C	Mixed Use Development Focused in Downtown/El Camino Real	459	102	0	1,236	1,797
D	Option C + Option A for Sharon Heights	589	96	0	1,178	1,863

COUNCIL DIRECTION



CITY COUNCIL DIRECTION

Does the City Council direct the project team to pursue any of the four housing strategies?

- **Option A – Moderate Upzoning Throughout City**
- **Option B – Mixed Use Development Focused Middlefield/Willow**
- **Option C – Mixed Use Development Focused Downtown/ECR**
- **Option D – Mixed Use Development Focused on Downtown/ECR & Sharon Heights**

ADDITIONAL CITY COUNCIL DIRECTION REQUESTED

- Evaluate net new housing of at least 2,200 units to provide flexibility.
- Consider density ranges above 30 units per acre in specific areas.
- Evaluate a density bonus program of up to 100% for 100% affordable projects.
- Explore building height increases as well as parking and other development standard modifications that would be required to achieve housing goals.
- Pursue an SB 10 implementing program concurrent with the Housing Element.

NEXT STEPS



2021

*Join us and give
feedback!*

Upcoming Events

Public Release of Notice of Preparation (NOP)

November 8, 2021 | *Tentative*

Planning Commission Scoping Session

November 15, 2021 | *Tentative*

Thank

you!



Questions



Comments

Thank you for your time and commitment to the City of Menlo Park!

menlopark.org/housingelement



STAFF REPORT

City Council

Meeting Date: 10/26/2021

Staff Report Number: 21-205-CC

Informational Item: City Council agenda topics: November 2021

Recommendation

The purpose of this informational item is to provide the City Council and members of the public access to the anticipated agenda items that will be presented to the City Council. The mayor and city manager set the City Council agenda so there is no action required of the City Council as a result of this informational item.

Policy Issues

In accordance with the City Council procedures manual, the mayor and city manager set the agenda for City Council meetings.

Analysis

In an effort to provide greater access to the City Council's future agenda items, staff has compiled a listing of anticipated agenda items, Attachment A, through November 2021. The topics are arranged by department to help identify the work group most impacted by the agenda item.

Specific dates are not provided in the attachment due to a number of factors that influence the City Council agenda preparation process. In their agenda management, the mayor and city manager strive to compile an agenda that is most responsive to the City Council's adopted priorities and work plan while also balancing the business needs of the organization. Certain agenda items, such as appeals or State mandated reporting, must be scheduled by a certain date to ensure compliance. In addition, the meeting agendas are managed to allow the greatest opportunity for public input while also allowing the meeting to conclude around 11 p.m. Every effort is made to avoid scheduling two matters that may be contentious to allow the City Council sufficient time to fully discuss the matter before the City Council.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. City Council agenda topics: November 2021

Report prepared by:
Judi A. Herren, City Clerk

Tentative City Council Agenda

#	Title	Department	Item type	City Council action
1	Settlement discussion	CA	Closed Session	No action
2	1350 Adams Court water supply assessment approval	CDD	Regular	Approve
3	BMR fund recommendation - MidPen Pierce Rd. housing	CDD	Regular	Adopt resolution
4	2021 priorities and work plan quarterly report as of September 30	CMO	Informational	Receive and file
5	Adopt Community Amenity Implementing Regulations and Updated Amenities List	CMO	Regular	Adopt resolution
6	Adopt Resolution No. XXXXto continue conducting the City's Council and advisory body meetings remotely due to health and safety concerns for the public	CMO	Consent	Adopt resolution
7	Approve and appropriate \$10,000 for seed money to support the newly formed Menlo Park Sister Cities Association and ongoing sister cities program	CMO	Consent	Approve
8	Approve EQC annual work plan	CMO	Consent	Approve
9	Consideration of how to proceed with the settlement on a National claim	CMO	Closed Session	Direction to staff
10	EQC annual report to City Council	CMO	Presentation	No action
11	Proclamation: National American Indian Heritage Month	CMO	Proclamation	No action
12	Proclamation: Ruby Bridges Walk to School Day	CMO	Proclamation	No action
13	Proclamation: United Against Hate Week (11/14-11/20/2021)	CMO	Proclamation	No action
14	SBWMA ordinance SB1383, waive first reading	CMO	Regular	Adopt ordinance
15	Library Commission work plan	LCS	Consent	No action
16	Parks and Recreation Commission work plan	LCS	Consent	No action
17	Adopt a resolution authorizing the City Manager to sign a Cost Sharing Agreement with San Mateo County for the Coleman Ringwood Avenues Transportation Study	PW	Consent	Adopt resolution
18	Adoption and resolution of the Local Hazard Mitigation Plan	PW	Regular	Adopt resolution
19	Approve Middle Avenue (800 ECR) Purchase and sale agreement	PW	Regular	Approve
20	Approve update to VMT thresholds	PW	Regular	Approve
21	FEMA BRIC grant study session	PW	Study Session	Direction to staff
22	Left-Turn Restriction on Garwood at Oak Grove	PW	Regular	Approve
23	Professional services for Measure T issuance	PW, ASD	Consent	Approve