



CITY COUNCIL SPECIAL MEETING AGENDA PACKET

CITY COUNCIL CHAMBERS, CITY HALL
7351 ROSANNA STREET, GILROY, CA
95020

MAYOR

Marie Blankley

COUNCIL MEMBERS

Rebeca Armendariz

Dion Bracco

Tom Cline

Zach Hilton

Carol Marques

Fred Tovar

MONDAY, DECEMBER 11, 2023 | 6:00 PM

CITY COUNCIL PACKET MATERIALS ARE AVAILABLE ONLINE AT www.cityofgilroy.org
AGENDA CLOSING TIME IS 5:00 P.M. THE TUESDAY PRIOR TO THE MEETING

PUBLIC COMMENTS ON AGENDA ITEMS ARE TAKEN BEFORE THE CITY COUNCIL TAKES ACTION. [Please keep your comments to 3 minutes](#). Time restrictions may vary based on the Mayor's discretion.

Send written comments on any agenda item to publiccomments@cityofgilroy.org or City Hall, 7351 Rosanna Street, Gilroy, CA 95020. Comments received by 1 p.m. on the meeting day will be distributed to the City Council before the meeting. Comments are also available at bit.ly/3NuS1IN.



In compliance with the Americans with Disabilities Act, the City will make reasonable arrangements to ensure accessibility to this meeting. If you need special assistance to participate in this meeting, please contact the City Clerk's Office at least 72 hours prior to the meeting at (408) 846-0204 or cityclerk@cityofgilroy.org to help ensure that reasonable arrangements can be made.



If you dispute any planning or land use decision from this meeting in court, you may only raise issues you or someone else presented at this meeting's public hearing or in written letters to the City Council before the hearing. Be aware that the time to seek a judicial review of any final decision made at this meeting is defined by Section 1094.6 of the California Code of Civil Procedure.

During this meeting, a Closed Session may be called under Government Code Section 54956.9 (d)(2). This will happen if, in the City's legislative body's opinion (based on current facts, circumstances, and legal advice), there's a significant risk of a lawsuit against the City.

Additional materials submitted after agenda distribution are available on www.cityofgilroy.org as soon as possible.

KNOW YOUR RIGHTS UNDER THE GILROY OPEN GOVERNMENT ORDINANCE

Government's duty is to serve the public, reaching its decisions in full view of the public. Commissions, task forces, councils and other agencies of the City exist to conduct the people's business. This ordinance assures that deliberations are conducted before the people and that City operations are open to the people's review.

FOR MORE INFORMATION ON YOUR RIGHTS UNDER THE OPEN GOVERNMENT ORDINANCE, TO RECEIVE A FREE COPY OF THE ORDINANCE OR TO REPORT A VIOLATION OF THE ORDINANCE, CONTACT THE OPEN GOVERNMENT COMMISSION STAFF AT (408) 846-0204.

If you need translation assistance, contact the City Clerk 72 hours before the meeting at 408-846-0204 or cityclerk@cityofgilroy.org.

Si necesita un intérprete durante la junta y gustaría dar un comentario público, comuníquese con el Secretario de la Ciudad un mínimo de 72 horas antes de la junta al 408-846-0204 o envíe un correo electrónico a la Oficina del Secretario de la Ciudad a cityclerk@cityofgilroy.org.



To access written translation during the meeting, please scan the QR Code or click this link:

Para acceder a la traducción durante la reunión, por favor escanee el código QR o haga clic en el enlace:

bit.ly/3FBiGA0

Choose Language and Click Attend | *Selecione su lenguaje y haga clic en asistir*

Use a headset on your phone for audio or read the transcript on your device.

Use sus auriculares para escuchar el audio o leer la transcripción en el dispositivo.

The agenda for this meeting is outlined as follows:

1. OPENING

- 1.1. Call to Order**
- 1.2. Pledge of Allegiance**
- 1.3. Invocation**
- 1.4. City Clerk's Report on Posting the Agenda**
- 1.5. Roll Call**
- 1.6. Orders of the Day**
- 1.7. Employee Introductions**

2. CEREMONIAL ITEMS - Proclamations and Awards

- 2.1. Recognition of Christopher High School Student Aryan Ganesh, 2023 STEM Winner at the Santa Clara County 2023 Synopsys Championship Science Fair**
- 2.2. Presentation by Visit Gilroy**
- 2.3. Retirement Recognition and Proclamation for Gilroy Staff**

3. PRESENTATIONS TO THE COUNCIL

3.1. PUBLIC COMMENT BY MEMBERS OF THE PUBLIC ON ITEMS NOT ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL

This part of the meeting allows public address on non-agenda topics within the Council's jurisdiction. To speak, complete a Speaker's Card from the entrances and give it to the City Clerk. Speaking time ranges from 1-3 minutes based on the Mayor's discretion. Extended discussions or actions on non-agenda items are restricted by law. For Council action, the topic may be listed on a future agenda.

Email written comments on non-agenda topics to publiccomments@cityofgilroy.org or mail them to City Hall, 7351 Rosanna Street, Gilroy, CA 95020, by 1:00 p.m. on the meeting day. These comments, available at City Hall, will be shared with the Council and included in the meeting record. Late submissions will be shared as soon as possible. A 10-page limit applies to hard-copy materials, but electronic submissions are unlimited.

4. REPORTS OF COUNCIL MEMBERS

Council Member Bracco – Downtown Committee, Santa Clara County Library Joint Powers Authority, Santa Clara Valley Water Joint Water Resources Committee, SCRWA

Council Member Armendariz – Downtown Committee, Santa Clara County Library Joint Powers Authority (*alternate*), Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, Silicon Valley Clean Energy Authority JPA Board (*alternate*), South County United for Health

Council Member Marques – ABAG, Downtown Committee, Gilroy Gardens Board of Directors, Santa Clara Valley Habitat Agency Governing Board, Santa Clara Valley Habitat Agency Implementation Board, SCRWA (*alternate*)

Council Member Hilton – CalTrain Policy Group (*alternate*), Silicon Valley Clean Energy Authority JPA Board, South County United for Health (*alternate*), VTA Policy Advisory Committee

Council Member Cline – Gilroy Economic Development Partnership (*alternate*), Gilroy Sister Cities Association, Gilroy Youth Task Force, Silicon Valley Regional Interoperability Authority Board, VTA Policy Advisory Committee (*alternate*), Visit Gilroy California Welcome Center Board, VTA Mobility Partnership Committee

Council Member Tovar – Downtown Committee, Gilroy Youth Task Force (*alternate*), Santa Clara County Expressway Plan 2040 Advisory Board, Santa Clara Valley Water Commission, SCRWA, South County Youth Task Force Policy Team

Mayor Blankley – ABAG (*alternate*), CalTrain Policy Group, Downtown Committee, Gilroy Economic Development Partnership, Gilroy Sister Cities Association (*alternate*), Gilroy Youth Task Force, Santa Clara Valley Water Joint Water Resources Committee, SCRWA, South County Youth Task Force Policy Team, VTA Board of Directors, VTA Mobility Partnership Committee

5. COUNCIL CORRESPONDENCE

6. FUTURE COUNCIL INITIATED AGENDA ITEMS

7. BOARD AND COMMISSION INTERVIEWS

7.1. Interviews for Open Seats on Boards, Commissions, and Committees with Future Appointment on January 8, 2024

1. Staff Report: Thai Nam Pham, City Clerk
2. Possible Action:
 - 1) Accept applications for open seats that were received after the December 1, 2023 application deadline; and
 - 2) Interview candidates for open seats on City of Gilroy Boards, Commissions, and Committees.

8. CONSENT CALENDAR

Items under the Consent Calendar are deemed routine and approved with one motion. If a Council member or a member of the public wishes for a separate discussion on an item, it must be requested for removal before the Council's approval vote. If removed, the item will be discussed in its original order.

8.1. Approval of the Action Minutes of the December 4, 2023 City Council Regular Meeting

8.2. Resolution of Support for Caltrans Sustainable Communities Grant Application to Fund the City of Gilroy Greenhouse Gas/Vehicle Miles Traveled Reduction Program

9. BIDS AND PROPOSALS

9.1. Award the Purchase of a Rosenbauer Type VI Fire Engine in the Amount of \$377,179.86 Utilizing Sourcewell Tag-On Contract No. 113021-RSD

1. Staff Report: LeeAnn McPhillips, Assistant City Administrator
2. Public Comment
3. Possible Action:
 1. Award the purchase of a Rosenbauer Type VI Fire Engine in the amount of \$377,179.86 utilizing Sourcewell Contract No. 113021-RSD; and
 2. Authorize the City Administrator to execute the purchase contract documents.

10. PUBLIC HEARINGS

11. UNFINISHED BUSINESS

12. INTRODUCTION OF NEW BUSINESS

12.1. Selection of Mayor Pro Tempore

1. Staff Report: Thai Nam Pham, City Clerk
2. Public Comment
3. Possible Action:

Elect Council Member proposed by Mayor Blankley to the position of Mayor Pro Tempore to serve until a successor is elected.

12.2. Mayoral Appointments of Council Members to Serve in Regional Representative Seats and Seats on Local Boards and Committees

1. Staff Report: Thai Nam Pham, City Clerk
2. Public Comment
3. Possible Action:

Approve representative seat assignments as determined by Mayor Blankley per California Government Code Section 40605.

12.3. Resolution in Support of “Build the Future” (Affordable Childcare)

1. Staff Report: Jimmy Forbis, City Administrator
2. Public Comment
3. Possible Action:

Council consideration of the draft resolution.

12.4. Receive Quarterly Financial Report for the First Quarter of Fiscal Year 2023-24 (FY24) and Adopt a Resolution Amending the Appropriations for Police Grant Funds

1. Staff Report: Harjot Sangha, Finance Director
2. Public Comment
3. Possible Action:

1. Receive Quarterly Financial Report for the First Quarter of FY24; and
2. Adopt a Resolution of the City Council of the City of Gilroy Amending the Appropriations for FY24.

12.5. Development of Parklet Program and Extension of Temporary Outdoor Dining Parklet

1. Staff Report: Sharon Goei, Community Development Director
2. Public Comment
3. Possible Action:

1. Receive report and provide direction regarding the development of a parklet program; and
2. Direct staff to extend the temporary outdoor dining parklet at Station 55 Seafood and Mexican Cocina at 55 Fifth Street until the City has adopted and implemented a formal parklet program.

13. CITY ADMINISTRATOR'S REPORTS

13.1. Update on Gourmet Alley Project

13.2. 2023 Year in Review

14. CITY ATTORNEY'S REPORTS

15. CLOSED SESSION

15.1. Conference with Legal Counsel – Existing Litigation; Paragraph (1) of Subdivision (d) of 54956.9 and Gilroy City Code Section 17A.11(3)(a); Case Names:

- 1. WENDY TOWNER; FRANCISCO AGUILERA; NICK MCFARLAND; JUSTIN BATES; BRYNN OTA-MATTHEWS; GABRIELLA GAUS; HARRY DE LA VEGA; BARBARA V. AGUIRRE; ALBERTO ROMERO; BARBARA J. AGUIRRE; LESLEY SANCHEZ, a minor, by and through her Guardian ad Litem Diana Galindo; and LESLIE ANDRES, a minor, by and through her Guardian ad Litem Laura Rodriguez, Plaintiffs, vs. GILROY GARLIC FESTIVAL ASSOCIATION, INC., a California Nonprofit Corporation; FIRST ALARM SECURITY & PATROL, INC., a California Corporation; CITY OF GILROY; and DOES 1 to 100, inclusive, Defendants; Santa Clara County Superior Court; Case No. 19CV358256; Filed November 12, 2019, Fifth Amended Complaint: July 23, 2021**
- 2. VERONICA HENDERSON, Plaintiffs, vs. GILROY GARLIC FESTIVAL ASSOCIATION, INC., a California Nonprofit Corporation; FIRST ALARM SECURITY & PATROL, INC., a California Corporation; CITY OF GILROY; CENTURY ARMS, INC.; and DOES 1 to 125, inclusive, Defendants; Santa Clara County Superior Court; Case No. 19CV358256; Filed: October 30, 2020, Second Amended Complaint: July 18, 2022**
- 3. JUAN SALAZAR; LORENA SALAZAR; LYANN SALAZAR, a minor, by and through her Guardian ad Litem Juan Salazar; EDUARDO PONCE; and DASHA PIMENTAL, a minor, by and through her Guardian ad Litem Eduardo Ponce, Plaintiffs, vs. GILROY GARLIC FESTIVAL ASSOCIATION, INC., a California Nonprofit Corporation; FIRST ALARM SECURITY & PATROL, INC., a California Corporation; CITY OF GILROY; CENTURY ARMS, INC.; and DOES 1 to 125, inclusive, Defendants; Santa Clara County Superior Court; Case No. 19CV358256; Filed: September 10, 2020, Third Amended Complaint: July 27, 2021**

16. ADJOURN TO OPEN SESSION

Report of any action taken in Closed Session and vote or abstention of each Council Member if required by Government Code Section 54957.1 and GCC Section 17A.13 (a); Public Report of the vote to continue in closed session if required under GCC Section 17A.11 (e).

17. ADJOURNMENT

FUTURE MEETING DATES

December 2023

18 ~~Regular Meeting - 6:00 p.m~~ ****CANCELED****

January 2024

8 Regular Meeting - 6:00 p.m

22 Regular Meeting - 6:00 p.m

February 2024

5 Regular Meeting - 6:00 p.m

26 Regular Meeting - 6:00 p.m

March 2024

4 Regular Meeting - 6:00 p.m

18 Regular Meeting - 6:00 p.m

Meetings are live streamed on the City of Gilroy's website at gilroy.city/meetings and on YouTube at <https://bit.ly/45jor03>.

Access the 2024 City Council Meeting Calendar at <https://bit.ly/3LLzY1n>.

7.1. Interviews for Open Seats on Boards, Commissions, and Committees with Future Appointment on January 8, 2024

1. Staff Report:
2. Possible Action:

Accept three applications for open seats that were received after the December 1, 2023 application deadline; and

Interview candidates for open seats on City of Gilroy Boards, Commissions, and Committees.



City of Gilroy

STAFF REPORT

Agenda Item Title: Interviews for Open Seats on Boards, Commissions, and Committees with Future Appointment on January 8, 2024

Meeting Date: December 11, 2023
 From: Jimmy Forbis, City Administrator
 Department: City Clerk
 Submitted By: Thai Nam Pham, City Clerk
 Prepared By: Thai Nam Pham, City Clerk

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

- 1.) Accept three applications for open seats that were received after the December 1, 2023 application deadline; and
- 2.) Interview candidates for open seats on City of Gilroy Boards, Commissions, and Committees.

BACKGROUND

The City Council opened the annual recruitment period ending December 1, 2023, to fill seats on nine Boards, Commissions, and Committees with member terms vacant or expiring as of December 31, 2023:

Building Board of Appeals	One (1) seat with terms expiring 12/31/2027
Library Commission	One (1) seat with terms expiring 12/31/2027
Parks and Recreation Commission	Three (3) seats with a term expiring 12/31/2027
Planning Commission	Two (2) seats expiring 12/31/2027

In addition, the following seats are vacant due to resignations or terminations during the last quarter:

Arts & Culture Commission	One (1) seat with a term expiring 12/31/2024 One (1) seat with a term expiring 12/31/2025
Library Commission	One (1) seat with terms expiring 12/31/2026
Open Government Commission	One (1) seat with terms expiring 12/31/2024
Parks and Recreation Commission	One (1) seat with a term expiring 12/31/2025
Personnel Commission	Two (2) seats with terms expiring 12/31/2026
Physically Challenged Board of Appeals	Two (2) seats with terms expiring 12/31/2025 One (1) seat with term expiring 12/31/2026
Youth Commission	Three (3) seats with a term expiring 9/30/2025

At the close of the application period, the following applications were received:

Arts & Culture Commission Applicant

1. Amy Hufford

Building Board of Appeals Applicant

N/A

Open Government Commission Applicant

1. Ann Marie McCauley

Library Commission Applicant

1. Karla Cordero

Parks and Recreation Commission Applicants

1. Salvatore Bozzo
2. Theresa Graham

Planning Commission Applicants

1. Stefanie Elle (incumbent)
2. Terence Fugazzi (incumbent)
3. Monica Valdez

Youth Commission Applicants

1. Valeria Gomez
2. Chad Knauss
3. Emily Lai
4. Biruh Abaneh
5. Gianna Garcia
6. Zara Ting-Tee
7. Fanya Xu

Furthermore, staff received applications for positions on the Arts and Culture Commission, Library Commission, and Planning Commission from Maryam Karbasi, which were received after the December 1st deadline. It's important to note that the Council has previously considered late submissions. Additionally, while her application initially indicated that she is not a registered voter within the City limits, subsequent verification by staff has confirmed her status as a registered voter within the City.

CONCLUSION

Interviews have been scheduled with the City Council at this evening's meeting, and appointments are scheduled to take place at the regular meeting on January 8, 2024.

For those seats without sufficient applications, the recruitment efforts will remain open. Moving forward, staff will present candidates for interviews and appointments to the City Council only in cases where a board, commission, or committee lacks the minimum number of members required to meet quorum requirements as per the Brown Act.

Attachments:

1. Arts & Culture Commission Application - Amy Hufford
2. Arts & Culture Commission Application – Maryam Karbasi
3. Open Government Commission Application - Ann Marie McCauley
4. Library Commission Application - Karla Cordero
5. Library Commission Application – Maryam Karbasi
6. Parks and Recreation Commission Application - Salvatore Bozzo
7. Parks and Recreation Commission Application - Theresa Graham
8. Planning Commission Application - Stefanie Elle (Incumbent)
9. Planning Commission Application - Terence Fugazzi (Incumbent)
10. Planning Commission Application - Monica Valdez
11. Planning Commission Application – Maryam Karbasi
12. Youth Commission Application - Valeria Gomez
13. Youth Commission Application - Chad Knauss
14. Youth Commission Application - Emily Lai
15. Youth Commission Application - Biruh Abaneh
16. Youth Commission Application - Gianna Garcia
17. Youth Commission Application - Zara Ting-Tee
18. Youth Commission Application - Fanya Xu



City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Arts and Culture Commission	
Name: Amy hufford			
Phone number(s):	Home - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I am a Gilroy native, I lived in the plaza Vasquez Apartments as a small child and am a child of a single parent home. My mother is deaf, I come from a very poor background but have found the light within myself and made a brand out of my art. I have aspirations of owning my own art gallery and doing pop up events and contributing to my community at the highest level of class and representation for my culture as possible. I believe I can make a difference in the lives of youth and showing them, it is possible to create a living out of you art. I am writing an article of the history of Gilroy and plan on interviewing many different people who have had a huge impact on this city. I know that i can make a difference and at the very least inspire many along the way.			
List any service to the community including any prior appointments:			
I have offered my writing services to write an article for the Gilroy dispatch, on the history of Gilroy and the individuals who played a big role in community activism. I have been a part of the artist round table meetings and try to be involved in the Gilroy arts.			
What are your goals while serving on this Board/Commission/Committee?			
My goals are to commit my time and creative talents to bring more awareness to Gilroy and attract more artist to collaborate and make our town a better place. To make a difference in the lives of the youth to make sure they are inspired to create and be successful in reaching their goals to become productive citizens.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I have an art background of 15 years (Acrylic portrait paintings) and I am so passionate about using my skills to give back to the community, I really think with the right support I can make a			

huge impact on many people with my art and connectiveness I have with my community. I want to inspire the young girls and boys to see that if a young female minority like me can make a difference in the community so can they. I want to continue to find creative ways to impact the young in a positive light as they are the future.

School: / Grade: null

✓	By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.
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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Arts and Culture Commission	
Name: Maryam Karbasi			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have 2 girls , they are 10 and 8 years old, I m student of business of accounting , I want to join to here, for improve me and my 2 girls			
List any service to the community including any prior appointments:			
It's my first time that I want to join the group			
What are your goals while serving on this Board/Commission/Committee?			
I want to be in group for my personal development of myself and my daughter			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I had so many changes in my life recently, so I want to be more calm and find more friends			
School: / Grade: null			

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Library Commission	
Name: Karla Cordero			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have never held a position like this, however I am very involved and help manage mom groups. I have also had past experience in my career being involved in different change management/ focus groups to help enrich and build our campus.			
List any service to the community including any prior appointments:			
I am a part of the Gilroy Gardening Group. I am involved with Girl Scouts, 4H. I am looking to become more involved in the community. I have no prior appointments.			
What are your goals while serving on this Board/Commission/Committee?			
To bring the community together. To plan events that people in the community crave. To have the library be the heart of the community, not only for the Chuy, but for adults, too.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I have been an executive assistant for over 20 years. I am a part of multiple mom groups in this area, and I'm able to network and connect with parents of school aged kids easily. I have a 6 year old and I would love to see her grow up with our library as a hub for her educational needs. I am a great listener and know how to get things done quickly and efficiently. I have lots of great ideas to help the entire community and I would love to be a part of helping our city flourish.			
School: / Grade: null			

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Library Commission	
Name: Maryam Karbasi			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have 2 girls , they are 10 and 8 years old, I m student of business of accounting , I want to join to here, for improve me and my 2 girls			
List any service to the community including any prior appointments:			
It's my first time that I want to join the group			
What are your goals while serving on this Board/Commission/Committee?			
I want to be in group for my personal development of myself and my daughter			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I had so many changes in my life recently, so I want to be more calm and find more friends			
School: / Grade: null			

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	Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.
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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Open Government Commission	
Name: Ann Marie McCauley			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have attended or watched all the city council meeting since January 2023. I have also watched the open government, planning commission and downtown commission meeting to better understand the responsibilities of elects and citizens. I have read Chapter 17A of the City Code of the City of Gilroy directly related to this commission and understand most of it. I can commit to the time requirements for this position. I am able to aid in providing access to information and believe in the value of public participation. As a citizen of Gilroy my part on this commission is to insure the citizens remain in control of their government.			
List any service to the community including any prior appointments:			
Volunteer with Compassion Center, Pit Stop Out Reach, Evening Rotary. South County Representative for Mothers against Drug Addiction and Deaths. Participation and sponsorship in many city events like Offrenda Festiva and Rodeo.			
What are your goals while serving on this Board/Commission/Committee?			
I am very interested in learning how the city of Gilroy operates. My goal is to become a more educated citizen and ultimately qualified community leader. I'm concerned about how few people show up and would like to lessen the burden of those who do with constant and relevant participation.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
Ability to show up when needed. Desire to learn and collaborate with others on ideas that make our city more effective and responsive to citizens.			

School: / Grade: null

✓

By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.



City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Parks and Recreation Commission	
Name: Salvatore (Sam) Bozzo			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
Bachelor and Master degrees in Recreation. Worked for the City of San Jose from 1965 to 1974 and led teen program for the City of San Jose as well as developing a city-wide senior citizen program at the St James Community Center. Was a delegate at the White House Conference on Aging in 1971. Taught recreation at San Jose State University for 10 years. Served on the Gilroy Parks and Recreation Commission previously. Also served on the Personnel Commission and the Public Arts Committee.			
List any service to the community including any prior appointments:			
Past President of the Gilroy Garlic Festival in 1990. Served on the Gavlian Board of Trustees from 1972 to 1987. Served on the board of trustees for the Gilroy Foundation. Served on City of Gilroy Commissions as listed above. Created a scholarship for graduating seniors through the Gilroy Foundation by co-authoring 3 cookbooks that raised the money.. Served as chair of the Advisory Board of Pinnacle Bank in Gilroy. I am a retired honorary member of Sunrise Rotary. I am a member of the strategic planning committee for the Gilroy Garlic Festival. I am a member of the Gilroy Elks Lodge for 17 years with my focus on raising funds for annual scholarships for high school seniors.			
What are your goals while serving on this Board/Commission/Committee?			
Currently my goals are to ensure a comprehensive program for all age groups in Gilroy and to enhance the scholarship recreation programs for young people in Gilroy.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
My background in recreation qualifies me to serve on this commission.			

School: / Grade: null

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Parks and Recreation Commission	
Name: Theresa Graham			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have been a Gilroy Park and Recreation commissioner for the last 4 years, attending commission meetings, contributing to discussions and ideas that may enhance our Gilroy Park and Recreation commission, and have a better understanding of what the city parks and recreation department gives back to the city.			
List any service to the community including any prior appointments:			
I have been a Park and Recreation Commissioner for the last 4 years and a member of the Gilroy Exchange Club, a service organization.			
What are your goals while serving on this Board/Commission/Committee?			
My goals while serving on this Board are to continue to contribute to the discussions to make sure our parks stay well-tended to and address any issues that are needed to keep our parks safe and inviting.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I have 4 years of experience on the Board and feel like I have a better understanding of what the Board can contribute to making our parks even better and have the time to be involved.			
School: / Grade: null			

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understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.
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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Planning Commission	
Name: Stefanie Elle			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
Over the past two years I've been honored to serve by City Council appointment to the Planning Commission. As part of my appointment, I've actively participated in yearly ethics training, required Planning Commission training and the training held for Planning Commission by Counsel and Staff including but not limited to 'Open Government Ordinance Training' and 'AB1234 Ethics Training' plus optional modules. I have familiarized myself with many City of Gilroy Documents such as our '2040 General Plan', 'City Code and City Charter', '2019 Handbook for Board, Commission, & Committee Members', as well as specific plans for projects. On a personal level, I am an engineer with an attention to detail. I also have experience in negotiating projects, plans and bridge solutions where both parties create new ideas to agree on instead of the original ones they presented.			
List any service to the community including any prior appointments:			
I've been serving on the Gilroy Planning Commission for the past two years. During this time, I've taken my appointed duty to act as an advisory board to the City Council on all planning and development issues brought before us with seriousness. Additionally, I've done my best to ensure that the general plan is implemented by reviewing development applications that come before the Planning Commission. This was done with guidance by Staff, documentation and training. I'd like to thank the Planning Staff for making the commission aware of training outside of those during commission meetings. I've been able to engage with two of them while serving my volunteer appointment. 'Historic Preservation Bootcamp for Local Governments: Essential Training in Three Parts' The course provided the fundamentals for planners, cultural heritage, planning, and historic preservation commissioners. Through examples of what other cities are implementing we learned how to expand the list of designated sites or recognize the areas of Gilroy that deserve historic designation. We discussed the Secretary of Interior Standards and why they matter. Finally, what I found the most interesting was how implemented city codes			

protect historic buildings so that they do not fall into disrepair or become blights. 'Silicon Valley Bike Summit 2022' This annual event has been held for over a decade. I was able to hear, meet and interact with active transportation leaders and organizers from government, the private sector, non-profits, innovators and other citizens. I was able to learn what other cities are doing to reduce traffic and increase other modes of transportation. Additionally, discussions on success factors in reducing parking requirements were very enlightening. Gilroy City Council was mentioned, specifically Counselor Fred Tovar, by Nuro, an exhibitor at the event. Some of the interesting topics were 'The Good, the Bad, and the Ugly of Travel Demand Management' and 'Bike Lanes Alone Are Not Enough: Bringing All the Puzzle Pieces Together'. Finally, we were given a book that provides very interesting statistics on bicycle research.

What are your goals while serving on this Board/Commission/Committee?

When I applied last year, I did not have any specific goals because I was unsure of the role and responsibilities of the Planning Commission. Having been able to volunteer my time for the past 24 months, I have learned how work intensive this position can be for those who want to learn and understand the workings of Gilroy government and city planning. I strive to continue to learn the roles and responsibilities of the Planning Commission. As part of the Planning Commission, I've worked closely with and been guided by City of Gilroy Planning Staff. The dynamics of the Planning Commission have changed dramatically over that time and I am very proud to be a part of it. As I come with more experience to this application, I feel comfortable to identify three major goals for the next four years: 1) Integrating with and learning from the Gilroy Planning Staff to remove silos. 2) Continue to be the voice of the public, even if my own opinion differs, and acting in the public interest. 3) Continue to educate myself and the public about the roles of the Planning Commission and other parts of city government to the best of my ability.

Why are you the most qualified to serve on this Board/Commission/Committee?

In addition to the other items I've included in this application that add to my qualifications, I can say that I already understand the process and have a rapport with Staff. I am not afraid to ask questions of Staff. On the other hand, many times I have defended staff in and outside of Commission sessions. I've dedicated much of my free time to prepare, watch previous sessions, read and learn. On a personal level... I am fair: I review applications and make decisions based on the merits of the issues. I try to consider the laws and the public's expectations with regards to the general plan and other planning policies. I endeavor to promote equality and treat all people, projects and perspectives impartially. I have compassion: I recognize the government's responsibility to represent all community members here in Gilroy. I embrace exceptions to planning policies when there are unintended consequences or undue burdens. I realize that some people are intimidated by the public process and encourage stress-free communication as much as possible. Respect for others is critical: I treat fellow officials, Staff and the public with courtesy, even when we disagree. I focus on the merits in discussions, not personalities, character or motivations. I value diverse opinions to build consensus. I am responsible: I come to meetings prepared. I represent my appointment and the City of Gilroy before third parties' interests. Integrity is important to me: I am truthful with my fellow commissioners, the public and others. I am prepared to make unpopular decisions to further the public's interest. I strive for public trust: My obligation is to serve the whole community. I focus on implementing the policies expressed in the general plan. I consider the interests of the entire community in reaching my decisions. I have great respect for my community and City of Gilroy: I endeavor to provide courtesy to officials, Staff and the public, even when we disagree. I focus on the merits in discussions, not personalities, or motivations. I believe that diverse opinions are critical in consensus.

School: / Grade: null

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Planning Commission	
Name: Terence Fugazzi			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have been a Gilroy resident for more than 10 years. Through study and now formal training by our city officials, I have already begun my journey in becoming an informed and engaged planning commissioner. Reading, digesting, and understanding long documents such as our planning commission packets is not just something that comes natural to me, and that I excel at, but something I enjoy as well. My background in engineering also helps me take a logical approach to many issues in my life - looking at the facts, options, and ground rules, and applying them accordingly to the decisions that come before me.			
List any service to the community including any prior appointments:			
I currently serve on the Planning Commission. Previous to that, I have served for a partial term on both the Open Government and Parks and Recreation Commissions before accepting my current position. I also have attended all but one of the organized city cleanup efforts over the last year. I regularly walk and pick up trash along the Uvas Creek Preserve as well as put out small smoldering campfires left unattended in that area.			
What are your goals while serving on this Board/Commission/Committee?			
In relation to city planning, to continue to serve the community at large by studied review and application of facts to help our city make good decisions on growth, in a manner that best follows our General Plan and other city master plans.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
Firstly I am already on the planning commission and have become informed, involved, and formally trained on many key aspects of the role, housing, and the planning process. For the past year serving on commissions, I have only missed one meeting, and that was due to illness			

that I did not wish to pass to others. I have been very active in staying informed and involved in issues within our city over the last couple of years and understand well how these issues affect many segments of our community. I have attended all but two city council meetings in the last 15 months, many other commission meetings, the downtown committee meetings, and other community meetings revolving around issues in our city. I have made it a priority to become intimately involved with the process of our housing element and have read and digested each version from front to back. I study every city council and planning commission packet, our city budget, and other documents of concern to the citizens of our city so as to become as informed as I possibly can be. I engage our city leaders and city administration with questions, ideas, and assistance whenever possible.

School: / Grade: null

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Planning Commission	
Name: Monica Valdez			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		Yes	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
- I have worked for a general contractor in Campbell for 12+ years - I have a degree in Construction Management from Cal Poly, SLO - I was born and raised in Gilroy and have its best interests at heart			
List any service to the community including any prior appointments:			
Gilroy Leadership Class of 2022			
What are your goals while serving on this Board/Commission/Committee?			
My goal is to get more involved in the community in an area that I understand the most. My husband and I moved back to town full time when we bought our home in October of 2020, and after being a part of Leadership 2022, I have been searching for the best way to give back to Gilroy. I feel like the planning commission would be the best fit. I hope to help make recommendations to City council that will improve our growing community.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I feel like my career choice makes me a great candidate for the planning commission. Not only am I familiar with what it takes to get a building built, but I have been to many jurisdictions all over the bay area to pull permits and meet with City planners on large project developments. I have intimate knowledge into the process of pulling permits, understanding variances and zoning requirements, as well as seeing the process from a contractor's point of view. I also find the entire process of building fascinating, so I hope to bring a fresh perspective and excitement to the commission.			

School: / Grade: null

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Planning Commission	
Name: Maryam Karbasi			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:	[REDACTED]	Date of Birth*:	[REDACTED]
		Last 4 of SSN:	[REDACTED]
List your qualifications for this appointment:			
I have 2 girls , they are 10 and 8 years old, I m student of business of accounting , I want to join to here, for improve me and my 2 girls			
List any service to the community including any prior appointments:			
It's my first time that I want to join the group			
What are your goals while serving on this Board/Commission/Committee?			
I want to be in group for my personal development of myself and my daughter			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I had so many changes in my life recently, so I want to be more calm and find more friends			
School: / Grade: null			

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	Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.
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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Youth Commission	
Name: Valeria Gomez			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:		Date of Birth*:	Last 4 of SSN:
List your qualifications for this appointment: Helped in community solutions, the events of San Ysidro Park. Been in digital nest			
List any service to the community including any prior appointments: I have helped my mom and my aunt with the events that Monica in San Ysidro Park has held and also events in community solutions that they have held.			
What are your goals while serving on this Board/Commission/Committee? My goal while serving on this Committee is to learn more about my community and to have involvement with other people around me.			
Why are you the most qualified to serve on this Board/Commission/Committee? I am most qualified to serve on this Committee because I have been around with my community and have helped with events.			
School: Gilroy Prep / Grade: 8th			

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Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.



City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Youth Commission	
Name: Emily Lai			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:		Date of Birth*:	Last 4 of SSN:
List your qualifications for this appointment:			
- founded a community service club in Gilroy and is serving as co-president - journalist position for non profit organization - leadership role for church and religion school - served as vice president on asb for 2 years - job as a tutor - school tutor			
List any service to the community including any prior appointments:			
I am the president of a community service community club that began as a school club, but now is available for anyone from (hollister to morgan hill). It is known as interact club. I work hand in hand with my rotary club/Rotarians. I participate in community service as well as host/organize events for community service opportunities for other teens to be an active member of their community. For instance, I have have organized community service projects for senior citizens, children in hospitals, military workers, and many more events. Additionally, I serve as a journalist for a non profit organization to engage youth in community service and projects. Lastly, I worked on a leadership board, volunteering for churches and religion schools. We went on retreats and organized events for our churches.			
What are your goals while serving on this Board/Commission/Committee?			
I would like to be apart of the Youth Commission Board as I want to better Gilroy's community, making it more inclusive and adequate for the youth to thrive. By being apart of the youth board, I can advocate for myself as a 16 year old girl, but more importantly represent and speak for my friends, neighbors, and peers to make a difference in their community, allowing them to become a more involved member of their community. The biggest problem I have faced as being a youth in Gilroy is having a lack of activities or places to socialize with my friends. I strongly believe this is a major aspect of building a community, as people need places to build relations and have a fun time. If I am appointed to be on this board, I plan to pitch ideas to fundraise to earn			

money, Therefore we can further have funds to plan and organize events and socials, that allows youth to go to. Additionally, if possible, I would love to offer ideas of what the City of Gilroy should build to make the city more inclusive for teens.

Why are you the most qualified to serve on this Board/Commission/Committee?

I am most qualified to serve on this board as I have the leadership skills and experience that are necessary for this role. Additionally, as I am an active youth of this community, I know what issues or topics need to be addressed, but more importantly I have plenty of ideas on ways to help.

School: Dr. TJ Owens Gilroy Early College Academy / Grade: 11th

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City of Gilroy Board, Committee, & Commission Application

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Board/Committee/Commission of Interest:		Youth Commission	
Name: Biruh Abaneh			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:		Date of Birth*:	Last 4 of SSN:
List your qualifications for this appointment:			
I am socially orientated and get along with others in different age levels. I am able to cooperate and work with others despite differences. I consider myself to be logical and capable of coordinating events and plans.			
List any service to the community including any prior appointments:			
Although I do not have specific appointments with the community, I have helped plan events helping others throughout my life, whether involving school, friends, or family.			
What are your goals while serving on this Board/Commission/Committee?			
I know the young often do not have opportunities to have a voice, especially when the decisions involve them. This commission is a great way for me to help provide that voice for so many others. There are multiple aspects of our beautiful city that the youth believe should change, and although not every request can be accepted, I hope to be a happy medium between the youth and the City Council, allowing many compromises that please both groups of our city. Considering my ability to cooperate and work well with others, my goal is to help unify the commission and along with it, the youth of the city.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I believe I am well qualified to serve on the commission because of my academic performance, collaborative abilities, and determination to complete my goals. Most importantly, my passion for helping the community makes me well fit to serve on the commission.			
School: Brownell Middle School / Grade: 8th			

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City of Gilroy Board, Committee, & Commission Application

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Board/Committee/Commission of Interest:		Youth Commission	
Name: Gianna Garcia			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:		Date of Birth*:	Last 4 of SSN:
List your qualifications for this appointment:			
I live and work in Gilroy. I serve as a role model for the younger students at my school. I'm active in sports, on the debate team, currently in the school play and volunteer at my school. I am comfortable speaking in public. I take pride in my community. I want to make it better and more inclusive for teens. I work well with large groups with various opinions. I'm honest, kind and compassionate.			
List any service to the community including any prior appointments:			
Aide to the youth sewing camp Library volunteer Science camp counselor Volunteer Gilroy Garlic Festival office Active in my school community. Open House family guide, new student shadow mentor			
What are your goals while serving on this Board/Commission/Committee?			
My goal is to be of service to the community where I live. I'm interested to see how city government operates. I'm concerned that the activities for people my age is limited in city programs. My hope is that as a committee we can find activities that appeal to the older youth population while continuing to grow the programs for the younger group			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I am the most qualified because I have a great work ethic, I keep my commitments and I'm interested in making Gilroy a great place to live.			
School: Oakwood / Grade: 10th			

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City of Gilroy Board, Committee, & Commission Application

**All Commission, Board, and Committee applications are a public record.*

Board/Committee/Commission of Interest:		Youth Commission	
Name: Zara Ting-Tee			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:		Date of Birth*:	
		Last 4 of SSN:	
List your qualifications for this appointment:			
My qualifications for this appointment are the following: 1) In 2022, I worked as a mentor in the STAR Arts Education program here in Gilroy. I was a part of the pioneer crew for the infamous Oak Tree Garden, which belonged to the Ohlone people for centuries. I was absolutely honored to share this rich history with the youth of the program. I worked with Mrs. Marilyn Cardinali to guide the students and introduce the children through the powerful concept of theater. Prior to this, I was also a part of STAR's podcasting class, in which I worked with Mr. Ethan Chargin to later help create a video to promote the new musical Puff's to other youth and expose them to the wonders of being in a community based musical. 2) As a Junior Olympic Gymnast from 2015 through 2020, I helped coach young and aspiring gymnasts who were interested in being a part of the competitive team. I absolutely loved teaching and guiding these junior gymnasts to embody the life and skills of a competitive gymnast. Some of these junior gymnasts have joined the team and have given back their knowledge to the community by being great role models and excellent leaders. 3) I have volunteered at various elementary/middle schools across Gilroy. I have also went back to mentor and give a presentation to upcoming middle-schoolers in my previous fifth grade GATE class in Rucker Elementary. I gave them honest and significant advice on the transition from elementary to middle school and the transition from middle school to high school. I was incredibly honored to stand in place of those who had done the same for me. 4) I was actively involved in Gavilan's Science Alive Gallery and really enjoyed assisting the middle schoolers in finding their passions in science and math. It was so fun to watch the kids experience real science and to watch their amazement. My wish is for these students to gain the knowledge and eventually contribute their expertise to our city. 5) In my middle schools years, I was passionately involved as a member of the Kindness Club ran by Ms. Fortino (Brownell), in which we would visit Wheeler Manor to brings smiles to the senior community and visit the local shelters to care for our city's animals. It brought a lot of happiness and contentment to be involved in such a positive motion for our Gilroy community. 6) During COVID, I made personal cards to all the seniors at Wheeler Manor. My yearning to be a part of the community during the			

pandemic, has given me the opportunity to bring a little smile and joy to the senior residents during the unfortunate lockdown period. I was delighted to be a part of this while also being able to recruit other youth to do the same. 7) I am always open and active in GECA's student body. I consistently participate in school events and provide advice and ideas for the members of the student council to promote a healthy and inclusive environment in our GECA community.

List any service to the community including any prior appointments:

I was a mentor at STAR Arts and also helped promote the arts and sciences to youth in both the STAR and Science Alive programs. I am a frequent volunteer to schools across Gilroy and enjoy introducing others to being active in the amazing Gilroy community.

What are your goals while serving on this Board/Commission/Committee?

While serving on this Board/Commission/Committee, my main goal is to allow the youth community in Gilroy to understand and feel that they have a voice and role in our community. I also hope to encourage people to get more involved in the community itself, and I hope to be able to provide affective advice to help the board and city in any way I can. Throughout my life, I had been a recipient from very kind people in Gilroy, so now, I want to give back to our city and to the wonderful people in it.

Why are you the most qualified to serve on this Board/Commission/Committee?

I am a person who loves analyzing problems and finding solutions to them, in both large or more private situations. I have a huge interest to how the world works through trial and error and changes, so that is why I took multiple sociology classes, in the past year, in Gavilan College to better understand the functioning of societies. I am a great listener and have public speaking skills that I've gained through speeches, theater, and Poetry Out Loud. I enjoy voicing my honest opinion and working as a team to acknowledge issues and create greater opportunities for others. After the many mentors I've had through the years, such as police officers, librarians, school counselors/teachers, and even running non-profits, I believe I have a strong understanding of community and will make a conscientious effort to be an effective member of the Gilroy City Youth Committee.

School: Dr. TJ Owen's Gilroy Early College Academy / Grade: 10th

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City of Gilroy Board, Committee, & Commission Application

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Board/Committee/Commission of Interest:		Youth Commission	
Name: Fanya Xu			
Phone number(s):	Mobile - [REDACTED]	email address*:	[REDACTED]
Are you a registered voter within the City limits?		No	
Physical Address*:	[REDACTED]		
Driver's License or ID No.:		Date of Birth*:	Last 4 of SSN:
List your qualifications for this appointment:			
I'm dedicated and passionate about making a change in Gilroy. Not only so, I'm also responsible, which means that I'm very diligent when it comes to giving back to my community. While also having experienced some issues that youth might be experiencing, such as bullying, I feel like I can connect to the youth population more, making sure their voices are heard.			
List any service to the community including any prior appointments:			
None			
What are your goals while serving on this Board/Commission/Committee?			
To help the youth in Gilroy connect with each other, showing those who think they might not find people who share common interests with them that as a matter of fact, there are people out there who can reciprocate their interests. Additionally, I would love to plan fun events that encourage engagement while also having lasting impact on the community, such as letting youth interact more with the elders of the community, hear how much they have done for the community and help the elders.			
Why are you the most qualified to serve on this Board/Commission/Committee?			
I would love to work with other committees who share the same dedication and interest as me. I love working with others and above all, I love the community of Gilroy. I have seen how much Gilroy has been improved through the work of the Youth Commission and that has truly inspired me to also step up and contribute as much as I possibly can to continue that legacy of addressing issues that are present in Gilroy.			

School: GECA / Grade: 11th



By clicking on this box, I declare under penalty of perjury that I am currently a registered voter within the City limits of the City of Gilroy. Furthermore, I understand that this application and any attachments are subject to disclosure under the Public Records Act and must complete mandatory Open Government Ordinance Training. I further understand that members of the Planning Commission, Building Boards of Appeals, and Physically Challenged Board of Appeals are also subject to filing the Fair Political Practice Commission's Statement of Economic Interest Form 700 relating to financial disclosures.

**8.1. Approval of the Action Minutes of the December 4, 2023 City Council
Regular Meeting**

City of Gilroy
City Council Regular Meeting Minutes
Monday, December 4, 2023 | 6:00 PM

1. OPENING

1.1. Call to Order

The meeting was called to order by Mayor Blankley at 6:00 pm.

1.2. Pledge of Allegiance

Council Member Marques led the Pledge of Allegiance.

1.3. Invocation

Pastor Greg Quirke from South Valley Community Church provided the Invocation.

1.4. City Clerk's Report on Posting the Agenda

City Clerk Pham reported on the Posting of the Agenda.

1.5. Roll Call

Attendance	Attendee Name
Present	Rebeca Armendariz, Council Member Dion Bracco, Mayor Pro Tempore Tom Cline, Council Member Carol Marques, Council Member Fred Tovar, Council Member Marie Blankley, Mayor
Absent	Zach Hilton, Council Member

1.6. Orders of the Day

There were none.

1.7. Employee Introductions

Community Development Director Goei introduced Mariah Maganda, Office Assistant.

Recreation Manager Henig introduced Jessica Gaeta, Office Assistant.

2. CEREMONIAL ITEMS - Proclamations and Awards

2.1. Proclamation Proclaiming December 6, 2023 as Arbor Day

Mayor Blankley read aloud the proclamation and presented it to Chair Ramirez from the Parks and Recreation Commission.

3. PRESENTATIONS TO THE COUNCIL

3.1. Annual Presentation by the Personnel Commission

Personnel Commission Vice Chair Haro provided the annual presentation.

3.2. PUBLIC COMMENT BY MEMBERS OF THE PUBLIC ON ITEMS NOT ON THE AGENDA BUT WITHIN THE SUBJECT MATTER JURISDICTION OF THE CITY COUNCIL

Mayor Blankley opened Public Comment for items that were not on the agenda.

Donald Perino spoke about the passing of Loretta Papetti, criticized the city's fee charges for water services, and suggested using hybrid vehicles over electric ones due to reliability concerns.

Ron Kirkish highlighted that a specific council member has missed 19 out of 24 meetings in the last three years, equating to over 25% of the total meetings.

Stefanie Elle expressed concerns about a lack of transparency and collaboration in an email from Council Member Zach Hilton, discussed the need for a better hand-off and transition plan for Planning Commission duties, and advocated for more transparent communication and annual meetings with the City Council.

There being no further speakers, Mayor Blankley closed Public Comment.

4. REPORTS OF COUNCIL MEMBERS

Council Member Bracco had no report.

Council Member Armendariz thanked the Gilroy Downtown Business Association for holding the Gilroy Downtown Holiday Festival and Parade on Saturday, December 2, 2023.

Council Member Marques reported on the Gilroy Gardens Board of Directors, discussing upcoming projects and improvements. She also praised the holiday parade.

Council Member Cline reported on the Silicon Valley Regional Interoperability Authority Board.

Council Member Tovar thanked the Gilroy Downtown Business Association for putting on the Gilroy Downtown Holiday Festival and Parade

Mayor Blankley reported that she attended the grand opening of South Valley Middle School, the Gilroy Downtown Holiday Festival and Parade, and the CalTrain Policy Group.

5. COUNCIL CORRESPONDENCE

5.1. Letter from James Williams, Santa Clara County Executive Concerning Ambulance Service in Gilroy and South Santa Clara County

Council acknowledged the item.

5.2. City Council Member Meeting Attendance

Council acknowledged the item.

6. FUTURE COUNCIL INITIATED AGENDA ITEMS

There were none.

7. CONSENT CALENDAR

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Motion: Approve the Consent Calendar.

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Dion Bracco, Mayor Pro Tempore

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Marques, Council Member Tovar, Mayor Blankley

NOES: None

ABSENT: Council Member Hilton

7.1. Approval of the Action Minutes of the November 20, 2023 City Council Regular Meeting

A motion was made to approve the minutes.

7.2. Approval of a Notice of Acceptance of Completion for the Egleberry and Seventh Parking Lot Project No. 20-PW-444 and Approve a Final Contract Amount with Norcal Contractor in the Amount of \$2,026,595.38

A motion was made to approve the Notice of Acceptance of Completion.

7.3. Adoption of an Ordinance of the City Council of the City of Gilroy Amending Chapter 30, Article LIV of the Gilroy City Code Relating to Accessory Dwelling Units (Z 23-05)

A motion was made to adopt the ordinance.

Enactment No.: Ordinance No. 2023-11

8. BIDS AND PROPOSALS

8.1. Approve the Purchase of a Modular Replacement Restroom for Christmas Hill Park and Authorize the City Administrator to Execute Related Purchase Documents

Interim Public Works Director Bjarke provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Motion: Approve the purchase of a modular replacement three-stall restroom for Christmas Hill Park in the amount of \$210,836.00 utilizing Sourcewell Bid #081721 with CXT, Inc. and authorize the City Administrator to execute all related purchase documents.

RESULT: Pass

MOVER: Rebeca Armendariz, Council Member

SECONDER: Carol Marques, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Marques, Council

	Member Tovar, Mayor Blankley
NOES	None
ABSENT:	Council Member Hilton

8.2. Award a Contract to Cal-West Lighting & Signal Maintenance, Inc. for the FY23 San Ysidro Lighting/Picnic Area Improvements Project No. 23-PW-281 and Approve a Project Expenditure of \$178,200

Interim Public Works Director Bjarke provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Motion: Award a contract to Cal-West Lighting & Signal Maintenance, Inc. in the amount of \$162,000 and authorize an additional project contingency of \$16,200 (10%) for a total construction authorization of \$178,200 for the FY23 San Ysidro Lighting/Picnic Area Improvements, Project No. 23-PW-281, and authorize the City Administrator to execute the contract and associated documents.

RESULT: Pass
MOVER: Fred Tovar, Council Member
SECONDER: Rebeca Armendariz, Council Member
AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Marques, Council Member Tovar, Mayor Blankley
NOES: None
ABSENT: Council Member Hilton

8.3. Award of Contract to Ruggeri-Jensen-Azar & Associates for the Preparation of Design Documents for the Gilroy Ice Center Street Improvements and Traffic Signal Project (24-RFP-PW-492), Approve a Contract Expenditure of \$316,000 and Authorize the City Administrator to Execute the Final Agreement

Interim Public Works Director Bjarke provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Motion: Award a contract to Ruggeri-Jensen-Azar & Associates in the amount of \$301,000 and approve an additional project contingency of \$15,000 for a total amount of \$316,000 for the preparation of design documents for the Gilroy Ice Center Street Improvements and Traffic Signal project (24-RFP-PW-492), and authorize the City Administrator to execute the contract and associated documents.

RESULT: Pass
MOVER: Dion Bracco, Mayor Pro Tempore

SECONDER:	Fred Tovar, Council Member
AYES:	Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Marques, Council Member Tovar, Mayor Blankley
NOES:	None
ABSENT:	Council Member Hilton

8.4. Award of Contract to Youth Alliance for the South County Restorative Justice Youth Diversion Program Coordinator Position and Approve a Contract Expenditure of \$300,744

Youth Task Force Coordinator Cruz provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment.

Ron Kirkish emphasized the need for increased funding for youth programs, expressing a desire to see the budget exceed \$1 million. He acknowledged the community groups potentially receiving funds as reputable but voiced concern about ensuring the money was not used by groups that might teach disrespect towards police officers.

There being no further speakers, Mayor Blankley closed Public Comment.

Motion: Award a contract to Youth Alliance in the amount of \$300,744 for the South County Restorative Justice Youth Diversion Program Coordinator Position and authorize the City Administrator to execute the contract and associated documents.	
RESULT:	Pass
MOVER:	Fred Tovar, Council Member
SECONDER:	Tom Cline, Council Member
AYES:	Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Marques, Council Member Tovar, Mayor Blankley
NOES:	None
ABSENT:	Council Member Hilton

9. PUBLIC HEARINGS

There were none.

10. UNFINISHED BUSINESS

There were none.

11. INTRODUCTION OF NEW BUSINESS

11.1. Introduction to Draft Downtown Parking Management Plan

Interim Public Works Director Bjarke provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment.

Matthew Gallion highlighted that parking is not a major issue but stressed the need to improve safety and attractiveness, including better lighting and support for businesses, to enhance the area's appeal and address public concerns about safety and homelessness.

There being no further speakers, Mayor Blankley closed Public Comment.

Council directed Staff to review Phase 1 strategies, except for Strategy 2 – VTA Parking Lot, and bring it back to Council for future approval.

11.2. Review of City of Gilroy Municipal Code, Chapter 16A, Article II - Mobile Vending Permits and Enforcement

Assistant to City Administrator Atkins provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment.

Miguel Flaquer advocated for fair and empathetic treatment of food trucks, emphasizing the need to avoid overly stringent regulations and to consider reevaluating permit licensing steps.

James Azar spoke about his positive experience operating a food truck in Gilroy and emphasized the importance of food trucks in the community.

Sheila Monger highlighted the joy and excitement brought by food trucks and other food vendors in enhancing the downtown experience.

Terri Hendrix-Hermann highlighted the negative impact of restrictive regulations on food trucks and street vendors in downtown, observing a decline in business and suggesting the lowering of fees and reconsideration of laws, such as the ten-minute limit, to revive and support the local food scene.

Joseph Elmhurst discussed the positive impact of food trucks on community engagement and suggested looking to other cities for innovative solutions.

Ryan Dickerson shared his insights on how food trucks contribute to the diversity and attraction of downtown Gilroy.

Alex Carlino expressed strong support for food trucks, emphasizing their importance for diverse dining options and suggesting simplification of the application process.

Raj Sharma urged for a careful and thoughtful approach to regulations affecting food trucks, emphasizing their positive impact on downtown vitality.

Matthew Gallion advocated for a methodical approach to regulation and permitting of food trucks, noting their importance in bringing life to downtown areas

Alicia R. Hernandez spoke about the need to update city codes for food trucks and suggested conducting workshops for public feedback on this issue

There being no further speakers, Mayor Blankley closed Public Comment.

Council directed staff to undertake the following:

- Review ordinances from other cities such as Hollister and Modesto. The suggestion to include Morgan Hill was discouraged by the City Administrator.
- Move the mobile vendor application process from the Police Department to Community Development Department.
- Streamline and Simplify Permit Process.
- Place a limiting timeframe on application review.
- Find flexible locations for mobile vending, potentially designating particular places for use on certain days, including potentiation city properties.
- Explore the use of encroachment permits as a regulatory tool for managing the operation of food trucks.
- Look into the feasibility of allowing food trucks to operate for longer hours in the evening, thereby enhancing their accessibility and presence in the community.
- Reduce Fees.
- Look at Modesto and how their food truck partnership is set up.
- Staff to meet with Downtown business owners and food truck operations.

11.3. **Reorganization of Facilities & Fleet Divisions in the Administrative Services Department**

Assistant City Manager McPhillips provided staff presentation and responded to Council Member questions.

Mayor Blankley opened Public Comment. There being no speakers, Mayor Blankley closed Public Comment.

Motion: Approve the reorganization of the Facilities and Fleet Divisions of the Administrative Services Department and adopt a resolution approving the updated Position Control List for FY 24.

RESULT: Pass

MOVER: Fred Tovar, Council Member

SECONDER: Rebeca Armendariz, Council Member

AYES: Council Member Armendariz, Mayor Pro Tempore Bracco, Council Member Cline, Council Member Marques, Council Member Tovar, Mayor Blankley

NOES: None

ABSENT: Council Member Hilton

Enactment No.: Resolution No. 2023-67

12. CITY ADMINISTRATOR'S REPORTS

City Administrator Forbis provided his report.

13. CITY ATTORNEY'S REPORTS

There were none.

14. ADJOURNMENT

Mayor Blankley adjourned the meeting at 9:14 PM.

I HEREBY CERTIFY that the foregoing minutes were duly and regularly adopted at a meeting of the City Council of the City of Gilroy.

/s/Thai Nam Pham, CMC, CPMC
City Clerk

DRAFT

**8.2. Resolution of Support for Caltrans Sustainable Communities Grant
Application to Fund the City of Gilroy Greenhouse Gas/Vehicle Miles
Traveled Reduction Program**



City of Gilroy

STAFF REPORT

Agenda Item Title: Resolution of Support for Caltrans Sustainable Communities Grant Application to Fund the City of Gilroy Greenhouse Gas/Vehicle Miles Traveled Reduction Program

Meeting Date: December 11, 2023
 From: Jimmy Forbis, City Administrator
 Department: Community Development
 Submitted By: Sharon Goei, Community Development Director
 Prepared By: Cindy McCormick, Customer Service Manager

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Adopt the resolution of support to apply for a Caltrans Sustainable Communities Grant to fund the City of Gilroy Greenhouse Gas / Vehicle Miles Traveled Reduction Program.

BACKGROUND

The approved and budgeted FY 2023-24 and FY 2024-25 Community Development Department Workplan includes the development of a Climate Action Plan / Vehicle Miles Traveled (VMT) Policy / Traffic Demand Management (TDM) measures. The combined effort (i.e., Greenhouse Gas / Vehicle Miles Traveled Reduction Program) will help the City implement the Gilroy 2040 General Plan and develop a detailed and strategic framework for measuring, planning, and reducing greenhouse gas (GHG) emissions and related climatic impacts. While the City intends to apply for and fund the work through a grant, the City Council approved a one-time budget of \$400,000 in FY 2023-24 for the Climate Action Plan / VMT / TDM Policy.

ANALYSIS

On March 9, 2023, the City applied for a \$310,300 grant from the California Department of Transportation (Caltrans) to fund the development of a Climate Action Plan / VMT /

TDM Policy (i.e., Greenhouse Gas / Vehicle Miles Traveled Reduction Program). While the grant application scored well enough to make it through the first round of Caltrans review, the request was ultimately not awarded in the second round of Caltrans recommendations. City staff met with Caltrans staff after the decision to discuss how the City can improve the application in future years.

In October 2023, Caltrans released a subsequent notice of funding with an application due date of January 18, 2024. City staff is currently working on a new submittal and will schedule a meeting with Caltrans staff in early January to preview the application in an effort to strengthen further the City's likelihood of being awarded grant funding. Grant award announcements are not expected until the summer of 2024. Therefore, the one-time budget of \$400,000 will likely need to be carried over from FY 2023-24 to 2024-FY25 to ensure that the City can implement the Gilroy 2040 General Plan program to prepare a Climate Action Plan / VMT / TDM Policy.

As part of the grant application process, an applicant is encouraged to have a resolution adopted showing support for the application. Staff is bringing forth the attached resolution for Council consideration and adoption to complete this recommended component of the application process.

FISCAL IMPACT/FUNDING SOURCE

City staff intends to apply for and fund the work through a Caltrans grant. However, the \$400,000 budget item will likely need to be carried over from FY 2023-24 to FY 2024-25 to ensure that the City has sufficient funding to prepare a Climate Action Plan / VMT / TDM Policy, should the grant not be awarded. The grant requires a minimum 11.47% match from the City. This match can be an in-kind contribution, which includes staff time to work on developing the Greenhouse Gas / Vehicle Miles Traveled Reduction Program.

NEXT STEPS

City staff will notify the Council in the summer of 2024 whether the City's grant application was successful or if the City will need to expend the funds budgeted for the workplan item.

Attachments:

1. Draft Resolution of support to apply for a Caltrans Sustainable Communities Grant to fund the City of Gilroy Greenhouse Gas / Vehicle Miles Traveled Reduction Program

RESOLUTION 2023-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GILROY SUPPORTING THE APPLICATION FOR A
CALTRANS SUSTAINABLE COMMUNITIES GRANT TO
FUND THE CITY OF GILROY GREENHOUSE GAS /
VEHICLE MILES TRAVELED REDUCTION PROGRAM**

WHEREAS, the physical climate of the Bay Area is changing in complex ways in part due to the region's diverse microclimates, highly variable rainfall, dependency on snow-fed mountain water supply, extensive shorelines, and propensity for wildfire; and

WHEREAS, a critical lack of affordable housing in the core of the region is forcing households further south, north, and inland, thereby exacerbating negative environmental impacts; and

WHEREAS, Gilroy is an exurban community, with approximately 18 percent of its residents employed in the City limits, and close to 30 percent of residents commuting to San Jose, Silicon Valley, and San Francisco for work, with few options beyond commuting in single-occupancy vehicles on US 101 to these job centers; and

WHEREAS, high levels of socioeconomic inequity in the Bay Area create large differences in the capacity of individuals to prepare for and recover from heat waves, drought, electrical power outages, floods, and wildfires; and

WHEREAS, the City of Gilroy intends to adopt a Greenhouse Gas / Vehicle Miles Traveled (GHG/VMT) Reduction Program that includes a Climate Action Plan and Transportation Demand Management Policies; and

WHEREAS, the Gilroy GHG/VMT Reduction Program will include a set of strategies intended to guide the city's efforts to reduce VMT and GHG emissions through a combination of actions that consider the unique needs and goals of the Gilroy community; and

WHEREAS, the Sustainable Transportation Planning Grant Program was created to support the California Department of Transportation's (Caltrans) mission to provide a safe and reliable transportation network that serves all people and respects the environment; and

WHEREAS, the State-funded Sustainable Communities grants are intended to support and implement Regional Transportation Plan (RTP) Sustainable Communities Strategies/Alternative Planning Strategies (SCS/APS) (where applicable) and to ultimately achieve the State's greenhouse gas (GHG) reduction target of 40 and 80 percent below 1990 levels by 2030 and 2050, respectively; and

WHEREAS, the City of Gilroy intends to apply for a Sustainable Communities grant to fund the Gilroy GHG/VMT Reduction Program; and

WHEREAS, the Gilroy GHG/VMT Reduction Program addresses the objectives of the Sustainable Communities grant, including but not limited to helping to meet California's GHG emission reduction goals, improving air quality, promoting energy conservation, increasing transit ridership, increasing investment in the green economy, and promoting social equity by including equity recommendations that will direct investments to the City's disadvantaged communities.

NOW, THEREFORE, BE IT RESOLVED THAT the City Council of the City of Gilroy supports the application for a Caltrans sustainable communities grant to fund the City of Gilroy Greenhouse Gas / Vehicle Miles Traveled Reduction Program.

PASSED AND ADOPTED by the City Council of the City of Gilroy at a meeting duly held on the 11th day of December 2023 by the following roll call vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

APPROVED:

Marie Blankley, Mayor

ATTEST:

Thai Nam Pham, City Clerk

9.1. Award the Purchase of a Rosenbauer Type VI Fire Engine in the Amount of \$377,179.86 Utilizing Sourcewell Tag-On Contract No. 113021-RSD

1. Staff Report:
2. Public Comment
3. Possible Action:
 1. Award the purchase of a Rosenbauer Type VI Fire Engine in the amount of \$377,179.86 utilizing Sourcewell Contract No. 113021-RSD; and
 2. Authorize the City Administrator to execute the purchase contract documents.



City of Gilroy

STAFF REPORT

Agenda Item Title: Award the Purchase of a Rosenbauer Type VI Fire Engine in the Amount of \$377,179.86 Utilizing Sourcewell Tag-On Contract No. 113021-RSD

Meeting Date: December 11, 2023

From: Jimmy Forbis, City Administrator

Department: Administrative Services

Submitted By: LeeAnn McPhillips, Assistant City Administrator

Prepared By: LeeAnn McPhillips, Assistant City Administrator

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

1. Award the purchase of a Rosenbauer Type VI Fire Engine in the amount of \$377,179.86 utilizing Sourcewell Contract No. 113021-RSD.
2. Authorize the City Administrator to execute the purchase contract documents.

EXECUTIVE SUMMARY

The FY 24 budget includes the purchase of a Type VI Fire Engine. Staff is recommending the purchase be completed via the Sourcewell tag-on bid available to the City of Gilroy per Sourcewell Contract No. 113021-RSD in the amount of \$377,179.86

BACKGROUND

The FY 24 budget includes the purchase of a Type VI Fire Engine for the Gilroy Fire Department. Type VI Fire Engines are also known as brush patrols and are used for wildland firefighting and are more easily able to go off road due to their size and maneuverability. Often a Type VI is used for mobile attack operations also known as a pump and roll. The Type VI is very adaptable and can also be used for regular

Award the Purchase of a Rosenbauer Type VI Fire Engine in the Amount of \$377,179.86 Utilizing Sourcewell Tag-On Contract No. 113021-RSD

municipal response. The Type VI has been an indispensable apparatus for handling both small and large wildfires in and around the Gilroy community.

Gilroy's current Type VI Fire Engine is over 18 years old and needs replacement because it is currently not functional. Due to its heavy usage over the last 18 years, it is currently irreparable. Typically, after 15 years these vehicles are no longer safe to operate as front-line apparatus. Gilroy's second Type VI is 16 years old and with this new replacement will move to reserve status.

The new Type VI will be a Rosenbauer fire engine which allows for consistency across the fire fleet as the new Type I fire engines recently purchased are also Rosenbauers. This consistency is helpful to Fleet operations when maintaining the vehicles after warranty. Staff from the Fire Department and Fleet Division reviewed the base specifications for the Rosenbauer Type VI and determined that this vehicle will best meet the needs of the Department. The detailed specifications are attached to this report.

ANALYSIS

The Sourcewell contract offers competitive pricing for these types of specialty vehicle purchases. Rosenbauer submitted a competitive bid through the nationwide bid process and secured the Sourcewell contract for this fire engine type. Using the Sourcewell bid process allows the City of Gilroy to take advantage of the purchasing power pricing available when awarding a volume-based bid.

The base price of the Type VI is \$381,020.14; however, the City of Gilroy will take advantage of an available discount by pre-paying for the chassis. By pre-paying for the chassis, the overall vehicle price is reduced to \$377,179.86. The official Rosenbauer quote dated November 22, 2023, is attached for reference.

ALTERNATIVES

The alternative would be to do a direct public bid process; however, staff does not recommend this alternative given that the tag-on process is more efficient, secures competitive pricing, and the Rosenbauer Type VI Fire Engine meets the needs of the Gilroy Fire Department and has a good track record. Not moving forward with this purchase is also not recommended as this replacement is necessary given that our only operational Type VI is 16 years old, and the vehicle being replaced is no longer operational.

FISCAL IMPACT/FUNDING SOURCE

The FY 24 budget (600 Fleet Fund) has the funds available for this vehicle purchase (\$377,179.86) and this vehicle was identified on the replacement list tied to the current budget. It is important to move forward with this purchase at this time as the above

Award the Purchase of a Rosenbauer Type VI Fire Engine in the Amount of \$377,179.86 Utilizing Sourcewell Tag-On Contract No. 113021-RSD

referenced pricing is only available until December 21, 2023. Quotes after this date will be going up and will be reflective of 2024 pricing.

NEXT STEPS

With Council's approval, the order for this Type VI will be placed so the ordering and construction of the vehicle can begin. The timeline for the parts ordering, construction, and delivery of this type of vehicle is currently 575 days from receipt of order. Once the vehicle is under construction, staff from the Fire Department and the Fleet Division will monitor the build and receive training on the vehicle operation.

Attachments:

1. Proposal for Type VI Rosenbauer Fire Engine
2. Sourcewell Contract No. 113021-RSD and Awarded Purchase Order for the Rosenbauer Type VI Fire Engine
3. Gilroy Fire Department Type VI Fire Engine Specifications



November 22, 2023

City of Gilroy
7351 Rosanna St
Gilroy, CA 95020

Chief Jim Wyatt



Awarded Contract

Member Number:
102062

Thank you for the opportunity to propose the following piece of Rosenbauer custom fire apparatus:

One (1) Type-6 Engine with a Ford Chassis

	Base Price	Pre-pay: Chassis
Body Price	\$251,604.00	\$251,604.00
Chassis Price	\$92,253.00	\$88,734.00
Delivery	\$5,769.00	\$5,769.00
Ca State Sales Tax	\$31,394.14	\$31,072.86
9.130%	\$381,020.14	\$377,179.86

Please note: Pre-Con for (3) from Dept. at Factory

No Mid-Point Inspection Required

Final Inspection for (3) from Dept. at Factory

Final Delivery will be made by the Burton's Fire to the Dept.

Performance Bond Not Required

Quoted Delivery is 575 days after receipt of order

(3) Days of Familiarization training by Burton's

Terms:

Final payment due upon delivery.

Pricing as quoted above is valid for 30 days.

Burton's Fire Inc.
1301 Doker Drive
Modesto, CA 95351
209-544-3161
209-544-1109 Fax
www.burtonsfire.com

South Dakota Division
100 Third Street
Lyons, SD 57041
605-543-5591
605-543-9701 Fax
E-mail: sales@
rosenbaueramerica.com

Minnesota Division
5181 260th Street
P.O. Box 549
Wyoming, MN 55092
651-462-1000
651-462-1700 Fax
E-mail: sales@
rosenbaueramerica.com

Aerial Division
870 South Broad Street
Fremont, NE 68025
402-721-7622
402-721-7622 Fax
E-mail: sales@
rosenbaueramerica.com

Thank you again for this opportunity to work with your department, if you have any questions regarding the above proposal, please contact me at (209) 535-6993 or at Clay@burtonsfire.com

Sincerely,

Clay Hoobler
Burton's Fire Inc.

113021-RSD

**Solicitation Number: RFP #113021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rosenbauer America LLC, 100 Third St., Lyons, SD 57041 (Supplier).

Sourcewell is a State of Minnesota local government unit 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 eligible 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. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier 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 February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

113021-RSD

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier'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.** Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier'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 extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier'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, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcwell or its Participating Entities.

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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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcwell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier 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, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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

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- 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 Change Request Form will become an amendment to this Contract and will 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. Supplier 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.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities 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. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. 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 or cancellation of this Contract; however, Supplier performance, Participating Entity

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payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. 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, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, 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 negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier 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 equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **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.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and

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- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier 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, sales data reports, 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, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity 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 Supplier.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be

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mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six 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.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **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. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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 Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier'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 their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in

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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. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. 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. As applicable, Supplier 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 Supplier in violation of applicable patent or copyright laws.

5. 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 suppliers which may be used until the next printing). Supplier 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 Supplier 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. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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.* Supplier 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, Supplier 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

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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, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier 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 Supplier'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 Supplier 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, Supplier 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 Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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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.** Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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.** Supplier 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 Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. 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 have additional requirements based on specific funding source terms or conditions. 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 Supplier’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. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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). Supplier 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

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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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier'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 Supplier'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

113021-RSD

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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

113021-RSD

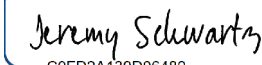
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

Rosenbauer America LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/7/2022 | 9:21 PM CST

DocuSigned by:

By: E81F80B2D7494FA...
Brian Kueter
Title: CFO
Date: 2/11/2022 | 11:16 AM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/11/2022 | 12:54 PM CST

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: Rosenbauer South Dakota LLC

Does your company conduct business under any other name? If yes, please state: Rosenbauer America, Rosenbauer Minnesota

Address: 100 Third St
Lyons, SD 57041

Contact: Mike Harstad

Email: mharstad@rosenbaueramerica.com

Phone: 605-543-5591 9720

HST#:

Submission Details

Created On: Thursday October 14, 2021 07:30:51

Submitted On: Tuesday November 30, 2021 08:35:18

Submitted By: Mike Harstad

Email: mharstad@rosenbaueramerica.com

Transaction #: a318a85d-bac7-498c-b040-cc38d5818eb9

Submitter's IP Address: 66.231.27.100

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Rosenbauer America LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Rosenbauer South Dakota LLC, Rosenbauer Minnesota LLC, Rosenbauer Motors, Rosenbauer Aerials	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Rosenbauer South Dakota, Rosenbauer Minnesota	*
4	Proposer Physical Address:	100 Third St. Lyons, SD 57041	*
5	Proposer website address (or addresses):	www.rosenbaueramerica.com	*
6	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):	Brian Kueter CFO 100 Third St, Lyons, SD 57041 bkueter@rosenbaueramerica.com 605-543-5591	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Harstad Consortium Purchasing Manager 100 Third St. Lyons, SD 57041 mharstad@rosenbaueramerica.com 605-543-9720	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tague Johnson ARFF Sales Manager 5240 257th St Wyoming, MN 55092 tjohnson@rosenbaueramerica.com 651-462-8037	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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9	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.	With more than 150 years of manufacturing experience, Rosenbauer is a global leader in firefighting technology and resources. We are the world's largest manufacturer of fire equipment with eleven manufacturing locations worldwide. A family-owned business that was founded in 1866, Rosenbauer has built global partnerships that have helped us build the most innovative and safest firetrucks on the market. At Rosenbauer, we develop the latest technology and build the toughest vehicles. That's because when lives are at stake, anything less can be catastrophic. Our vehicles, production teams and service personnel are ready to do whatever it takes to ensure your community's safety and satisfaction. Every detail counts. Every time. Every apparatus at Rosenbauer is manufactured by skilled craftsmen who genuinely care about the final product. Every option, from body style to the way the unit is finished, is tailored to individual needs. Rosenbauer's sales and engineering departments work as a team. The company's estimating, engineering, sales staff, floor managers and supervisors have a depth of experience and can draw on worldwide resources to ensure the best customer experience and a rock-solid product. The Strength of Rosenbauer The quality of our firefighting vehicles is reason enough to choose Rosenbauer for your firefighting needs. But there are even more advantages to doing business with us. • World's largest producer of firefighting vehicles and solutions • Over 140 years of continued manufacturing experience • Over 2,000 employees worldwide, including 850 in North America • Over 2,000 vehicles produced worldwide annually including 700 in North America • Sold and serviced by 40 independent dealerships with over 250 sales and service professionals! FAMILY-OWNED, FAMILY CULTURE • Rosenbauer America is a 50-50 partnership between North American and European families • Family members still control the majority of Rosenbauer stock • Decisions about investments in product, facilities and research are based on long-term goals – not short-term profits • Rosenbauer is still managed by family members • You can still speak with a family member WORLDWIDE RESOURCES AND INNOVATIONS • 11 production facilities on four continents • Ability to share cutting-edge global technology with all firefighters • Open space cabs • Roll-up doors • Rear-mount pumps • Equipment storage systems INNOVATION AND CUSTOMIZATION • Ability to manufacture to your needs • Latest 3D engineering programs • Widest range of products available • Innovation • Smart aerial controls • High pressure foam • Green Star Idle Reduction Technology • EZ Load hose bed • Safe Scene control panel • Self-leveling aerial turntable • Simultaneous normal and high pressure pumping systems Robotic Welding FINANCIAL STABILITY • Over 150 years of financial stability • Rated by Dunn and Bradstreet • Excellent financial ratios show longevity • Long-term parts and service • No concern of losing your investment
10	What are your company's expectations in the event of an award?	Rosenbauer expects to continue leading the way in consortium purchasing once we are awarded a new contract. We have been diligent in the last 8 years training and educating our extensive dealer network on the advantages of utilizing Sourcewell in all of their customer dealings. We expect that our usage of the Sourcewell contract will continue to grow.

11	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.	We have uploaded D&B reports for all of our companies in the uploads section.	*
12	What is your US market share for the solutions that you are proposing?	Our current market share in the US market is 13%	*
13	What is your Canadian market share for the solutions that you are proposing?	Our current market share in the Canadian market is 17%	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	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. 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? 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?	We are a manufacturer. Our sales staff are based in individual dealers throughout North America. Each individual dealer is the employer of their specific staff. Our dealer network consists of 32 partners that cover every corner of North America. 29 dealers work US territories while an additional 3 dealers cover Canada. Each dealer has exclusive territory within the Rosenbauer family to ensure no overlap. Each dealer has sales staff as well as service staff. Each Rosenbauer dealer is a fully authorized service center to handle not only warranty repair but ongoing maintenance on every product we offer. Once a sale is made our individual dealer sales personnel work between the customer and the manufacturing facility to ensure a detailed set of buildable specifications are developed and agreed upon. Once the vehicle is completed the dealer sales rep travels to the manufacturing facility with the customer to complete a final inspection and arrange for delivery. Once the truck is delivered the dealer is the prime contact for all warranty and service issues.	*
16	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.	Rosenbauer holds dealer and / or manufacture licenses in all US states and Canada where legally required and Rosenbauer is a licensed by the Free Trade Zone. Rosenbauer has the ability to sell in all 50 US states as well as every Canadian providence. All Rosenbauer manufacturing facilities are ISO 9001 Certified. We build all fire apparatus to the NFPA 1901 standard.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Rosenbauer is a FAMA member company, Rosenbauer past president held the position of president and vice president. Rosenbauer continues by having the Rosenbauer team to hold positions as co-chairs of committees and other personnel taking part in committees. Rosenbauer has received awards from FAMA for the over achievers award to the past president and the good egg for our marketing team. The Better Business has given Rosenbauer accreditation for our ISO9000 and ISO9001. Rosenbaur has been recognized as a Free Trade Zone: registered non-resident importer in Canada; the Secretary of Commerce awarded Rosenbauer America with the Presidents E-Certificate for Exports.	*
19	What percentage of your sales are to the governmental sector in the past three years	99%	*
20	What percentage of your sales are to the education sector in the past three years	1%	*
21	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?	HGAC Average sales volume per year is \$44,000,000 NASPO Valuepoint Average sales volume per year is \$11,000,000 Florida Sheriff's Association Average sales volume per year is \$4,000,000	*
22	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?	Rosenbauer America has a current contract with GSA. Our average annual sales volume is \$22,000,000	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Sioux Falls Fire & Rescue	Mark Bukovich	605-367-8092	*
Canby Fire District #62	Matt English	503-266-5851	*
Hillsdale-Copake Fire District	Robert Briggs	518-325-4721	*

Table 5: Top Five Government or Education Customers

Line Item 24. 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 *	
US Air Force	Government	District of Columbia - DC	We currently build pumpers, tankers, rescues, aerals and ARFF vehicles for the US Air Force that are delivered all over the world.	The size of the transaction varies by contract. Over the last 3 years we have received a total of 29 contracts for 122 trucks	\$42,156,976	*
US Army	Government	District of Columbia - DC	We have built pumpers, tankers, aerals, rescues and ARFF units for the US Army that are delivered all over the world.	The size of the transaction varies by contract. Over the last 3 years we have received a total of 12 contracts fo28 trucks	\$11,667,424	*
US Army Reserve	Government	District of Columbia - DC	We have built pumpers, mini pumpers and rescues for the US Army Reserves that have been delivered to several locations across the United States	The size of the transaction varies by contract. Over the last 3 years we have received a total of 10 contracts for 34 trucks	\$7,833,538	*
Department of the Interior	Government	District of Columbia - DC	We have built pumpers and tankers for several Department of the Interior instillations across the United States.	The size of the transaction varies by contract. Over the last 3 years we have received a total of 6 contracts for 9 trucks	\$5,285,412	*
Veterans Administration	Government	Virginia - VA	We have designed and delivered pumpers to several VA facilities across the United States	The size of the transaction varies by contract. Over the last 3 years we have received a total of 6 contracts for 6 trucks	\$3,489,447	*

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 *	
25	Sales force.	Rosenbauer America's sales is made up of our worldwide, third-party dealership network augmented by Rosenbauer direct employees. The Rosenbauer dealer network is 32 independent dealers with Rosenbauer exclusive territory that cover all the United States and Canada. The dealer network is supported by a Rosenbauer America affiliated sales manager, a group of regional sales managers in California, South Dakota, and Ohio; a group of aerial specialists in Pennsylvania, Nebraska, Georgia, New Jersey, and Minnesota; and in-house sales support staff in South Dakota and Minnesota. ARFF vehicles are sold by our Rosenbauer America sales force in Pennsylvania, Texas, and Minnesota, with support of the factory due to the complexity of the apparatus. Government sales, Army, Navy, Airforce, etc. is also sold by a Rosenbauer America sales force in Virginia and Rhode Island with support from the factory.	*
26	Dealer network or other distribution methods.	Rosenbauer America has an extensive dealer network that consists of 32 dealers throughout the United States and Canada. These individual dealer companies employ a total of 196 salespeople. This group is supported by Rosenbauer staff that includes a VP of Sales and Marketing, three regional sales managers, and four aerial specialists that travel to assist our dealers in sales. In-house this group is supported by an internal sales group including pre-bid engineering, sales coordinators, chassis specialists, marketing team, scrub team, and other internal sales assistants.	*

27	Service force.	At Rosenbauer service is provided either locally by one of our 32 dealers or from the factory directly at one of our four manufacturing facilities. To assist our dealers in repairs, we have mobile service trucks located in Florida, South Dakota, Minnesota, and Nebraska that will travel to any location in the continental United States and Canada. For Alaska and Hawaii, we fly personnel by air when necessary. We also provide our customers with a 24-hour 800-number that will contact our service personnel for chassis, body, and aerial problems. We provide an in-house service system (called SRS) that will allow a portion of the larger fire departments and all our dealers to submit warranty and service items online, 24-hours a day. The SRS has an accountability system incorporated within it which is continually monitored by upper management to make sure the service repairs or warranty issues are completed in a timely manner. Rosenbauer has a total of 30 service personnel internally. These 30 include a Rosenbauer America service manager and three regional service managers that oversee their region. Our dealer network employs a total of 167 service personnel. We offer training seminars several times each year that focus on individual areas. Some of those classes include pumps, chassis and body electrical, aerial maintenance and ARFF service. We make these classes open and free to all of our dealer network service technicians as well as any customer that has service or maintenance personnel. At all these seminars we offer EVT testing for convenience to the mechanics.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Rosenbauer's dealers will work with a customer to develop custom specifications for their apparatus. The dealer will build the specification in our quote building software and send it in to the appropriate factory for engineering and feasibility review. In that process Rosenbauer will create a two-dimensional line drawing of the proposed vehicle as well as assign it an appropriate price. When the dealer submits this proposal for review and pricing, they also alert us if the end user will be using a buying program such as Sourcewell. Rosenbauer can ensure that the pricing is appropriate. The dealer will then take the proposal with drawing and price back to the customer for final approval. The customer will write a purchase order to one of the Rosenbauer America factories (Rosenbauer South Dakota LLC or Rosenbauer Minnesota LLC). The dealer will then submit the original purchase order and cost analysis sheet to the appropriate factory. Once submitted it is reviewed for accuracy and completeness and a thank you letter is sent. If the dealer is able (see list below) to receive a purchase order, they send the order documents to the factory. Those documents include: the buying program that they are using, a copy of the purchase order they received and a purchase order from the dealer to Rosenbauer America for the product. Regardless whom accepts the purchase order (Rosenbauer or it's dealer) Rosenbauer absorbs the administrative fee for Sourcewell and this fee is not added to the price of the truck for the customer or dealer to pay. Within 30 days the dealer will submit a Rosenbauer order form and an approved chassis specification. Within 60 days the dealer will submit final production specifications that will be approved for production by a Rosenbauer factory staff member. The dealer that will receive purchase order are the dealers in the states of Texas, New York, California, Hawaii and all of the provinces of Canada. Dealer reference to location: California and Hawaii Burtons Fire Inc – 101 Doker Dr, Modesto, CA & JT&T – 311 Pacific St, Honolulu, HI New York Empire Emergency 3995 Lockport Rd, Niagara Falls, NY Garrison Fire & Rescue Corp 3334 Route 23A, Palenville, NY Texas DACO Fire Equipment Inc 6000 Huddleston St, Haltom City, TX Canada Rocky Mountain Phoenix 6415 Golden West Ave, Red Deer, AB Res-Q-Tech 189 Bysham Park Dr, Woodstock, ON Areo-Fue 5205 J-A Bombardier St, Hubert Longueuil, QC	*
29	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.	All customer service requests are dealt with on a first-come, first-served basis, and scheduling is adjusted accordingly when considering factors such as location of apparatus, severity of issue, truck out of service status, and availability and current location of mobile service units. Any request for service will receive a response within two hours. We also have systems in place to enable support and reimbursement of repairs completed by the customer's own technicians, if required.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Rosenbauer is fully able and willing to provide our services to all of the United States.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Rosenbauer is fully able and willing to provide our services to all of Canada.	*

32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas of the United States or Canada that we will not be fully services through the proposed contract.	*
33	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?	There are no participating entitles or sectors that we will not be fully servicing though the proposed contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no requirements or restrictions on participating entities in Alaska or Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	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.	Rosenbauer will continue to include the Sourcewell logo on all literature, and website. The Sourcewell logo will continue to be included in the proposal books that all our customers receive. The Sourcewell logo will be included in the company newsletter that go to 600 plus people monthly and quarterly. Sourcewell logo is also included in the semi-annual newsletter to our customers. Training is provided to our dealers at the annual dealer meeting, it is also a part of the training course that is offered to our dealers in both the spring and fall. Rosenbauer will continue to have adds in the Western Fire Chiefs including the Sourcewell logo.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have an active company Facebook and Twitter account, as well as maintain our own company website. We have immediate access to each of the web mediums and can make changes and post items at will. We have a national web campaign as well that utilizes e-mail blasts, drop-down banner web marketing and iPad ads. In addition, most of our dealers have begun making presentations using iPads instead of personal computers or laptop computers. All the content on our website is optimized for mobile devices and we put a specific focus on photo and video content to make it more appealing to customers searching for fire apparatus. We have also developed our own CRM. For marketing purposes this CRM allows us to focus products to people that area interested and track the effectiveness of a marketing campaign.	*
37	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?	Rosenbauer America feels that the role of Sourcewell in promoting contracts is to continue to market the Sourecewell brand and to expand the membership base. Rosenbauer America believes that our dealer network and staff's responsibility is to market and promote our product in combination with the Sourcewell brand to the customer. The dealer sales packet is offered to the dealer network to use when presentin aSourcewell solution. Included in the packet are the following items to assist in the sales process: a) Rosenbauer America supplied one page flyer about Sourcewell, b) A sample letter that they can use when the fire chief is requesting his board use a buying program, c) Sourecewell literature: Contract Directory, d) Sourecewll one page flyer: The Real Value, e) Sourcewell Literature: About Us, f) Kelly McAllister's, Mike Harstad's, and the dealer representative's business cards, - g) Dealers also have available, on Rosenbauers web site, a short video of the Rapid City, SD testimonial for Sourecewll h) They are shown how to access the member list, i) They are shown where the membership application is, if the customer is not a member already	*
38	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.	Yes. Rosenbauer America currently utilizes several e-procurement systems in the marketplace, including GSA e-buy, Texas Multiple Award, HGAC, and NASPO Value Point. Each of these systems has proven successful along with all orders through the US government. We have been using HGAC as a part of our Texas orders for the past 13 years or more, and il has been growing in popularity in many states within the US	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	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.	Training is provided on each and every vehicle we sell. That training can be completed by factory authorized field sales men or Rosenbauer factory personnel. In order for a dealer level individual to be authorized to train recipients of a new vehicle they must demonstrate to Rosenbauer factory training staff that they are competent and proficient in all aspects of the vehicle in which they intend to deliver. Rosenbauer also has a training department that provides delivery training and on going training on all of our products. This training is provided without further charge to our customers.	*
40	Describe any technological advances that your proposed products or services offer.	Rosenbauer prides itself on being the most technologically advanced builder in the fire apparatus market. We've made technological advances in our aerial product line that make it safer and more effective to operate. We've made advances in our chassis lineup that make them more fuel efficient and safer to drive. All of our design and development work revolves around making a firefighters job safer and easier.	*
41	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.	Rosenbauer has developed the world's first and only fully electric fire truck. This revolutionary technology will allow firefighters to do their job without any harmful diesel fuel emissions. This project was developed over a 5 year span and has been completely tested and proven. We are currently waiting on EPA and DOT certifications.	*
42	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.	Rosenbauer has not received any awards.	*
43	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.	Rosenbauer does not have any of these certifications.	*
44	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?	Rosenbauer brings the widest array of products to the table. We are truly a one stop shop for all of your fire apparatus needs. We have more unique models of apparatus than anyone in the industry. All of those models are available to Sourcewell participating agencies.	*

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 *	
45	Do your warranties cover all products, parts, and labor?	Yes. A sample of our warranties will be provided in the uploads section.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Our bumper to bumper warranty is limited to the first year and 100,000 miles whichever occurs first. We have several other warranties that cover specific parts of the apparatus (body warranty of 5 years with no millage restriction, paint warranty of 5 years, frame rails for lifetime of the vehicle).	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
48	Are there any geographic regions of the United States or Canada (as 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?	There are no geographic areas of the United States or Canada that are not covered by a Rosenbauer certified technician.	*
49	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?	Rosenbauer is the sole handler of all warranty items. If parts supplied by a 3rd party require warranty repair or replacement Rosenbauer handles all of the work. The end user only has to deal with Rosenbauer.	*
50	What are your proposed exchange and return programs and policies?	Any item that needs warranty repair or replacement is handled through our internal service program (SRS). A service technician will make a request for repair or replacement within the service system. It will be analyzed by Rosenbauer personnel. Once the appropriate course of action is determined the part is sent to the appropriate location for repair or replacement. Rosenbauer pays for the shipping cost if the parts are still under warranty. New or repaired products are then returned to the appropriate service technician so the repair can be completed.	*
51	Describe any service contract options for the items included in your proposal.	We receive many requests for different levels of service contracts from our customers. Those elevated levels of contracted service are negotiated by our certified dealer who handles that customer and is a contract between them.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	Rosenbauers payment terms are 100% payment due upon delivery and acceptance of the vehicle. If a customer requests any sort of payment delays we consider it on a case by case basis and then require them to insure the truck and name Rosenbauer as a loss payee.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Rosenbauer offers leasing and financing options through third party agreement. It is the responsibility of the purchasing entity to make those arrangements.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Outside of our normal ordering procedure Rosenbauer proposes to utilize a Sourcewell specific purchase agreement that we have used in the past. The PO would be issued directly from the end user to Rosenbauer South Dakota or Rosenbauer Minnesota and becomes the official contract document. The PO captures all the required reporting information from the customer to include their Sourcewell ID number. Rosenbauer will keep this on file for the duration of the contract. A copy of this purchase agreement form is attached in the documents section.	*
55	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, Rosenbauer does accept the P-card procurement and payment process. There is an additional 4% fee added to the final cost of the vehicle if this process is used.	*

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 *	
56	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.	Rosenbauer is proposing a ceiling price of 15% off of MRSP specification. The fire truck will not be sold for any higher amount than it is listed for. The model of truck that is submitted can and will have many features on it. There are over 20,000 options listed for each model of apparatus. Due to this complexity each option picked will have a credit or deduct affect on the proposed ceiling price. All of our proposed pricing is listed in the uploaded documents section. There is a master price document as well as a detailed price document.	*
57	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.	Rosenbauer is offering a 15% discount from MSRP.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts are evaluated on a case by case basis. Rosenbauer will examine them from a stand point of difficulty of the build and component availability. If it is reasonable that the multiple units can be built at the same time then an additional 1% price reduction will be offered.	*
59	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.	Rosenbauer views any "non-standard" option as a special option. These items require special review by our engineering and sales departments to determine feasibility. If a "special option" needs to be used it will be priced at up to 20% of standard cost. All of these options will be noted in the specification with a "S" code.	*
60	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.	The only fees not captured by our pricing proposal would be local taxes. Most areas of North America treat fire truck purchases as tax exempt. There are exceptions and when we make a sale in an area that requires tax to be paid on the purchase then that fee is 100% the responsibility of the purchasing entity.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery is included with the truck purchase.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have several options when choosing freight to Alaska, Hawaii and Canada. We utilize several off shore shipping companies that area available from almost every shipping port in the Unites States. Our typical plan would include contracting with a 3rd party shipping company and delivering the fire truck to the port of shipping. We utilize our dealer network to provide transportation of the truck from the receiving port the end user.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We do allow for customers to pick up their completed apparatus directly from the manufacturing facility. The vehicle must be completely paid for and the department must prove they have adequate insurance.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	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. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	When pricing a proposal for our customer we use simple formula to verify the price of the apparatus compared to the price submitted in this RFP. When the order is reviewed, Rosenbauer staff calculates each order to ensure that the pricing is within the proposed ceiling price. If the customer requests we will provide a price comparison sheet for their review. There will be an example of this comparison uploaded in the documents section.	*
66	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.	All incoming orders are tracked via their purchasing method (ie bid, negotiated sale via consotrium ect) We using this tracking for several different purposes. It helps us identify specific dealers that are proficient and those that need additional help utilizing Sourcewell. We use this data to compile our quarterly reports to Sourcewell and we also track and report to our sales force market share and overall sales volume.	*
67	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.)	The proposed administrative fee that Rosenbauer is proposing to Sourcewell is \$2,000 per unit.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Outlined in our pricing detail document, Rosenbauer's has designed our offerings so a customer may pick their choice of body, chassis and/or aerial that best fits their needs. Each part (body, chassis and aerial) comes with an options page that is part of Rosenbauer's complete quoting system. This allows the customer to customize the apparatus to their needs without being locked in on pre-selected specifications. Our body choices consist of 4 distinct pumper bodies, five different aerial bodies, two water supply or tanker/tender bodies (one for single axle and the other for tandem axle) a rescue body a wildland body and a mini-pumper body. The chassis proposal section consists of Commander, Warrior and Avenger custom chassis (manufactured by Rosenbauer) and multiple commercial chassis options. The aerial proposal section consists of five unique aerials our 78-foot Viper, 109-foot Viper, 101-foot Cobra platform, the Roadrunner and 100-foot tillered aerials. There are also two specialty aerials listed which include our Raptor body and aerial as well as the T-Rex body and aerial. Each of the aerial types (standard and specialty) have option pages listed. The ARFF proposal pages include our Airwolf C2 and C3 products as well as our Panther 4x4, 6x6 and 6x6 with HRET.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our proposal consists of pricing breakdowns for bodies, chassis and aerial all priced separately. This allow our customer to customize those individual pieces to best fit the needs of their specific area. To best accomplish this customization we have included option pages for each of these categories which allow our customers the ability to add items, change body styles and further customize the specifications. In the body section there are four pumper bodies. The FX is a customizable aluminum or stainless steel body that is made from formed material and extrusions. The EXT is a customizable aluminum or stainless steel body the is made entirely from extrusions. The CT is an aluminum or stainless steel body that is made by laser cut, tab and slot assembly. The CRT body is a stainless steel body that has limited option content. Tankers/tenders can be built with either the FX or EXT body and with the single axle version have up to 2,000 gallons of water or up to 3,500 gallons of water with the tandem axle version. Rescues can be built with either the FX or EXT body. These vehicles can range from small and mid-sized rescues to larger walk-in rescues and command centers. Brush trucks and mini-pumpers can utilize any of the body options and additional have options for flat bed style or full body. Either are customizable using the options page. In the chassis proposal pages we haver the Commander, Warrior and Avenger custom chassis which are manufactured by Rosenbauer. These chassis have an options page that features our entire quoting system for chassis so every option is available for our customers. There are also commercial chassis listed. This listing shows all available commercial chassis options for Rosenbauers product line. The aerial section includes our 78 and 109-foot Vipers, 101-foot Cobra platform, 100-foot mid mount Cobra platform, Roadrunner extending waterway boom and 100-foot tillered Viper. There is an option page for these models that allows for customization. There is a specialty aerials section of our proposal with includes our Raptor aerial which is a 105-foot tactical aerial ladder with removable rescue basket and our T-Rex aerial which is a 115-foot articulating platform. These aerials are only available with our EXT extruded body. The ARFF section of our proposal consists of the Airwolf C2 and C3 which are rapid intervention vehicles and our Panther 4x4, 6x6 and 6x6 with HRET. The 4x4 Panther has 1,585 gallons of water and 500-lb. dry chemical system. The 6x6 Panther has 3,170 gallons of water and 500-lb. dry chem system and the Panther 6x6 with HRET has the same features but also includes a High Reach Extendable Turret.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	☒ Yes ☐ No	Rosenbauer offers the most complete line up of equipment in the industry.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	☒ Yes ☐ No	We offer a full line of wildland fire suppression equipment.	*
72	Aircraft rescue and firefighting vehicles	☒ Yes ☐ No	We have several models of ARFF vehicles that are detailed in our offerings pages.	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	☒ Yes ☐ No	We build three separate custom chassis.	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	☒ Yes ☐ No	Each of of bodies, chassis and aerials have a full listing of available options.	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	☒ Yes ☐ No	Rosenbauer has full service capabilities that include pump testing, remount and refurbishment of old equipment and inspection, repair and maintenance of everything we sell.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
76	Describe available service and repair options for the equipment and products offered in your proposal.	Rosenbauer's dealer network is fully capable of handling most service and repair from a basic oil change to major pump rebuilds. In the event that damage to a vehicle is too extensive for a local dealer to handle Rosenbauer always has the option to have the vehicle returned to the manufacturing facility for repairs.	*
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Rosenbauer does offer remount and refurbishing of existing customer apparatus. Because of the complexity involved these procedures are only handled at the manufacturing facility. Each remount or refurbishment is extremely unique. Pricing for a remount or refurbishing project would be done through the options pages in our proposal and would follow the same ordering process as well.	
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	All trucks manufactured for the United States have to conform to DOT, FMVSS and NFPA 1901 standards. All Rosenbauer vehicles built for customers within the United States are audited by Underwriters Laboratories (UL) personnel to ensure compliance.	
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Any vehicle built to be delivered in Canada is built to the CMVSS and ULC standards. Rosenbauer works with Underwriters Laboratories (UL) as a third party independent audit and inspection to ensure all trucks going to Canada meet these standards.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

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 Sourcewell 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 Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 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."
- [Pricing](#) - Master Price list.pdf - Monday November 29, 2021 10:39:24
 - [Financial Strength and Stability](#) - Dunn and Bradstreet reports.pdf - Monday November 29, 2021 10:15:09
 - [Marketing Plan/Samples](#) - Literature.pdf - Monday November 29, 2021 10:54:25
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty forms.pdf - Monday November 29, 2021 10:15:46
 - [Standard Transaction Document Samples](#) - Sourcewell PO.pdf - Monday November 29, 2021 11:24:47
 - [Upload Additional Document](#) - Rosenbauer Ceiling Price 2022.xlsx - Monday November 29, 2021 10:39:34

Addenda, Terms and Conditions**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 Sourcewell 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 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.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell 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:
 1. 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>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. 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. - Brian Kueter, CFO, Rosenbauer America LLC

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_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	☒	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	☒	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☒	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☒	1

PURCHASE ORDER	
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Purchaser		SUPPLIER	
Purchaser:	City of Gilroy	Contract #	Sourcewell Contract #: 113021-RSD
Address 1:	7351 Rosanna St	Supplier:	Rosenbauer South Dakota, LLC
Address 2:		Address 1:	100 3rd Street
City, State, Zip:	Gilroy, California 95020	Address 2:	
		City, State, Zip:	Lyons, SD 57041

Purchase Order Number:		Delivery in Calendar Days, after approved production ready specifications are released:	575
Date:		Member #	102062

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Quantity	Description	Price	Price (Extended)
1	Rosenbauer Brush Truck, complete with Ford chassis per attached specifications	\$381,020.14	\$381,020.14
The contract/purchase order price includes sales tax in the amount of \$31,394.14			
TOTAL			\$381,020.14

NOTES:	
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Rosenbauer Dealer :	Burton's Fire Inc.
Salesperson:	Clay Hoobler
Signature:	

Purchaser:	City of Gilroy
Print Name:	
Title:	
Date	
Signature:	



APPENDIX C CHANGE ORDER POLICY

This change order policy is intended to reflect the increased cost of changes which result in delayed deliveries, confused paperwork, poor production flow and increased potential of trucks being built to incorrect specifications. With your cooperation, changes can be kept to a minimum which means we will be able to reduce lead times, increase production and maintain costs which will benefit all of us.

Our objective is accurate, high quality and on-time deliveries exceeding our customer expectations.

Changes any time after the order is received may delay the quoted delivery date. Significant design or component changes will have the largest impact on the schedule and quoted delivery date. Changes that occur later in the process will also have the largest impact on the schedule and quoted delivery date.

All time fences are reference to contract execution date if not otherwise stated.

Change Window #1

All changes will be priced at standard pricing and specials will be priced through our normal process. Significant changes made to the vehicle during this time period may result in a delivery extension.

RBM Chassis	0-60 days
RBA Aerial	0-60 days
Rosenbauer Body	0-60 days

Change Window #2

All changes are subject to a 25% mark-up, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues.

RBM Chassis	61-75 days
RBA Aerial	61-75 days
Rosenbauer Body	61-120 days

Change Window #3

All changes are subject to a 50% mark-up, and 50% restocking fee on deleted items, as well as a \$250.00 change order processing fee. All changes are subject to factory review and may be denied due to engineering or lead time issues. No major components can be changed at this time; major components are considered engine, transmission, axles, suspension, cab, frame (wheelbase), seats, water pump and water tank.

RBM Chassis	76-120 days
RBA Aerial	76-120 days
Rosenbauer Body	121-180 days

Change Window #4

Changes are not recommended at this time. Any changes requested will be priced on a time and material basis, as well as a \$500.00 change order processing fee. Any changes requested, and that are quoted to the customer, must be approved by the customer within three days or they will not be valid.

RBM Chassis	After 120 days
RBA Aerial	After 120 days
Rosenbauer Body	After 180 days

**Note: Any late change orders that are factory driven will be done at cost and no additional mark up or penalties will apply.*

BUYER INITIALS: _____



Gilroy Fire Department

Type 6



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MEASUREMENTS



OVERALL HEIGHT

An overall height restriction has not been specified for this apparatus.

OVERALL LENGTH

An overall length restriction has not been specified for this apparatus.

OVERALL WIDTH

An overall width restriction has not been specified for this apparatus.

WHEELBASE

A wheelbase restriction has not been specified for this apparatus.

ANGLE OF APPROACH

The angle of approach for the apparatus shall not be less than eight (8) degrees as specified by the current edition of the NFPA 1901 Guideline.

ANGLE OF DEPARTURE

The angle of departure for the apparatus shall not be less than eight (8) degrees as specified by the current edition of the NFPA 1901 Guideline.

NFPA Equipment Allowances

NFPA SPECIAL SERVICE EQUIPMENT ALLOWANCE

In compliance with the current NFPA 1901 guidelines, the apparatus shall be engineered to provide an allow of 900 pounds of fire department provided loose equipment.

CHASSIS SPECIFICATION

See Ford Specifications

12-VOLT ELECTRICAL SYSTEM

LOW VOLTAGE ELECTRICAL SYSTEM SPECIFICATIONS

The electrical system shall include all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The electrical equipment installed by the apparatus manufacturer shall conform to current automotive electrical system standards, the latest Federal DOT standards, and the requirements of the applicable NFPA standards.



All wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for the protected circuit. Voltage drops in all wiring from the power source to the using device shall not exceed 10 percent. The wiring and wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. All exposed wiring shall be protected in a loom with a minimum 289 degree Fahrenheit rating. All wiring looms shall be properly supported and attached to body members. The electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

The wiring connections and terminations shall use a method that provides a positive mechanical and electrical connection and shall be installed in accordance with the device manufacturer's instructions. Electrical connections shall be with mechanical type fasteners and large rubber grommets where wiring passes through metal panels.

The wiring between the cab and body shall be joined using Deutsche type connectors or an enclosed in a terminal junction panel area. This system will permit body removal with minimal impact on the apparatus electrical system. All connections shall be crimp-type with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather-resistant connectors shall be provided throughout to ensure the integrity of the electrical system.

Any electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. In addition, the main body junction panel shall house the automatic reset breakers and relays where required.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless they are enclosed in a junction box or covered with a removable electrical panel. The wiring shall be secured in place and protected against heat, liquid contaminants and damage. Wiring shall be uniquely identified every three-inches (3") by color coding or permanent marking with a circuit function code and identified on a reference chart or electrical wiring schematic per requirements of applicable NFPA #1901 standards.

The electrical circuits shall be provided with low voltage overcurrent protective devices. Such devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. The overcurrent protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards.

The electrical system shall include the following:



- Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. A corrosion preventative compound shall be applicable to all terminal plugs located outside of the cab or body.
- The electrical wiring shall be harnessed or be placed in a protective loom.
- Holes made in the roof shall be caulked with silicone. Large fender washers shall be used when fastening equipment to the underside of the cab roof.
- Any electrical component that is installed in an exposed area shall be mounted in a manner that will not allow moisture to accumulate in it.
- A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.
- All lights that have their sockets in a weather exposed area shall have corrosion preventative compound added to the socket terminal area.

The warning lights shall be switched in the chassis cab with labeled switches in an accessible location. Individual rocker switches shall be provided only for warning lights provided over the minimum level of warning lights in either the stationary or moving modes. All electrical equipment switches shall be mounted on a switch panel mounted in the cab convenient to the operator. The warning light switches shall be of the rocker type. For easy nighttime operation, an integral indicator light shall be provided to indicate when the circuit is energized. All switches shall be appropriately identified as to their function.

A single warning light switch shall activate all required warning lights. This switch will allow the vehicle to respond to an emergency and "call for the right of way". When the parking brake is applied, a "blocking right of way" system shall automatically activate per requirements of the applicable NFPA standards. All "clear" warning lights shall be automatically turned off upon application of the parking brake.

NFPA REQUIRED TESTING OF ELECTRICAL SYSTEM

The apparatus shall be electrically tested upon completion of the vehicle and prior to delivery. The electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of the applicable NFPA standards. The following minimum testing shall be completed by the apparatus manufacturer:

1. Reserve capacity test:

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a failed test.



2. Alternator performance test at idle:

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

3. Alternator performance test at full load:

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system is permitted during this test. However, if an alarm sounds due to excessive battery discharge, as detected by the system requirements in the NFPA standards, or a system voltage of less than 11.7 volts dc for more than 120 seconds is present, the test has failed.

4. Low voltage alarm test:

Following the completion of the above tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts dc for a 12 volt system shall be considered a test failure. The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

NFPA REQUIRED DOCUMENTATION

The following documentation shall be provided on delivery of the apparatus:

- a. Documentation of the electrical system performance tests required above.
- b. A written load analysis, including:
 1. The nameplate rating of the alternator.
 2. The alternator rating under the conditions.
 3. Each specified component load.
 4. Individual intermittent loads.

WEATHER RESISTANT ELECTRICAL JUNCTION BOX

The electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. In addition, the main body junction panel shall house the automatic reset



breakers and relays where required. The main body junction panel shall be located in the pump compartment.

SERVICE SHUTOFF SWITCH

Shall have a shutoff switch that kills all constant hot power for servicing.

ELECTRICAL CONSOLE WITH EMERGENCY LIGHT SWITCH PANEL – THERMAL COATED

An electrical console shall be constructed of .125" black LineX coated smooth aluminum material, and mounted in the cab of the truck chassis. Console shall be designed and installed between the driver and passenger seats. The top face of the console shall be designed as the switch panel for all emergency light switches. The switch panel shall be hinged for easy access to the switch connections.

All emergency light switches shall be lighted, rocker style. Switches shall be internally lit when the switch circuit is in the on position. A plug-in identification label is to be provided and installed adjacent to each rocker switch with backlighting provided behind the label.

SWITCHES

A rocker style internally lighted switch shall be provided and wired through a heavy-duty relay to activate power to the emergency lights. The emergency lights shall be activated by a single "MASTER SWITCH" on the electrical console.

BINDER STORAGE MODULE

One (1) cab storage module shall be provided at the rear of the center console to accommodate a minimum of three (3) 2" three ring binders. The binders shall be stored one (1) wide and three (3) high in the module. The module shall include a nylon safety belt for retaining the binder when not in use. The compartment shall be fabricated of smooth aluminum.

The cabinet's exterior finish shall match the interior finish of the chassis cab.

The cabinet's interior finish shall match the interior finish of the chassis cab.

Two (2) cup holders shall be provided and installed.

BATTERY SYSTEM

The battery system shall be supplied with the chassis.

MASTER ELECTRIC SWITCH



A master battery disconnect switch shall be located conveniently to the driver of the apparatus. The switch shall disconnect the 12 volt power supply from the battery system.

BATTERY CHARGER

A Kussmaul Autocharge 1000 model #091-215-12, 18 amp fully automatic high output battery charger shall be wired to the 12 volt battery system. The charger unit shall be mounted in a clean dry area and will be accessible for service and/or maintenance.

BATTERY CHARGER DISPLAY

A Kussmaul model 091-194B-IND digital single battery bank voltage display shall be supplied with the charger. The display provides digital voltage and amperes readout, a 5-segment bar graph indicating output current and four (4) LED's showing battery condition.

AUTO-EJECT

A Kussmaul "Super Auto-Eject" 20-amp automatic disconnect device shall be provided and installed on the 110-volt shoreline connection complete with weatherproof cover and matching plug. The Auto-Eject shall be activated by the chassis starter switch to disconnect the plug. The Super Auto-Eject shall be completely sealed to prevent contamination of the mechanism by inclement weather and road conditions. The Super Auto-Eject shall have an internal switch to open and close the AC circuit after the mating connector is inserted and before the connector is removed.

SHORE POWER PLUG

The shore power plug shall be located at the left front cab door.

12 VOLT POWER SOURCE

One (1) 12 volt power and ground connection rated at 20 amps shall be provided in the center console in the chassis cab.

The power source shall be "constant hot" and remain active regardless of the position of the master battery switch.

12 VOLT USB POWER SOURCE

Two (2) 12 volt dual USB power outlet with 5 volt 2.1 amp output shall be provided in the center cab console.

The power source shall be "constant hot" and remain active regardless of the position of the master battery switch.



INTERIOR CAB CLEAR DOME LIGHT

One (1) Whelen 6" round super-LED model 60C0EJCS shall be provided. The white 12-volt interior light shall incorporate six (6) clear super-LED and a clear non-optic translucent hard coated polycarbonate lens for maximum output. The 60C0EJCS includes an on/off dual switch function. The solid state interior light shall be vibration resistant.

Replace Ford Dome, Install where the existing Ford dome light is located.

BACK-UP ALARM

An automatic electric back-up alarm shall be wired to the back-up light circuit, and mounted under the rear of the apparatus body.

MAP LIGHT

One (1) Federal model #LF18TSB-LED map light with a goose neck light arm shall be provided on the right side dash or console area of the chassis cab. The light shall be 12 volt LED, with the neck extending from the top of the switch chassis, and have an on-off switch located on the base of the light.

HAND LIGHTS

All NFPA required portable hand lights supplied by the Customer must be installed before the apparatus is placed into service.

RADIO ANTENNA BASE

Two (2) radio antenna base shall be supplied and installed on the apparatus, the antenna coax terminating in the cab. The location shall be determined by the customer.

RADIO

Fire radio shall be supplied by the customer and installed on the apparatus. The location shall be determined by the customer.

12 VOLT POWER SOURCE

Two (2) 12 volt power and ground connection rated at 30 amps shall be provided on the apparatus for the installation of a mobile two-way radio.

The power source shall be run through the chassis master battery switch and shall be deactivated when the master switch is in the "OFF" position.



RADIO SPEAKER

Two (2) fire radio speaker shall be supplied and installed on the apparatus. The location shall be determined by the customer.

REPEATER AND ANTENNA DEALER SUPPLIED

Install dealer supplied Pyramid Model Model SVR-250VB repeater and antenna. Repeater to be mounted under the driver's side crew seat.

Install the antenna on the cab roof and wire up.

LICENSE PLATE BRACKET

A stainless steel license plate bracket shall be provided at the rear of the apparatus. The bracket shall have a LED light.

S.O.R. / Tail/Turn/Back up Round LED Truck Lights.

TAIL LIGHTS

One (1) pair of round LED Truck lights 44022R, red combo brake / tail lights.

TURN SIGNALS

One (1) pair of round LED amber turn Truck Lite 44021Y turn signals.

BACKUP LIGHTS

One (1) pair of round LED Truck Lite 44044C backup lights.

STEP LIGHT

Two (2) LED step light(s) with clear lens shall be installed.

LEFT SIDE BODY SCENE LIGHTING

The following scene lighting shall be located on the left side of the body:

SCENE LIGHT

One (1) FireTech Guardian FT-GESM scene light shall be provided. The fixture shall be designed to attach to the side of the apparatus and emit light both straight down the side of the body at 0 degrees, and in a perpendicular plane to the mounting sheet on to the scene area near the apparatus. The fixture shall incorporate 4 rows of LEDs, with the center two rows of 6 LEDs using conical acrylic optics mounted in alignment with each other to a portion of the aluminum

fixture body pointing the entire optical and electronic assembly downward 10 degrees. A moisture blocking vent valve shall be installed in the body of the fixture to allow for equalization of internal pressure without introduction of moisture into the housing.

SCENE LIGHT SWITCHING

One (1) scene light switch with indicator shall be installed on the cab main switch panel to control all scene light(s). The switch shall be labeled "SCENE LIGHTS".

RIGHT SIDE BODY SCENE LIGHTING

The following scene lighting shall be located on the right side of the body:

SCENE LIGHT

One (1) FireTech Guardian FT-GESM scene light shall be provided. The fixture shall be designed to attach to the side of the apparatus and emit light both straight down the side of the body at 0 degrees, and in a perpendicular plane to the mounting sheet on to the scene area near the apparatus. The fixture shall incorporate 4 rows of LEDs, with the center two rows of 6 LEDs using conical acrylic optics mounted in alignment with each other to a portion of the aluminum fixture body pointing the entire optical and electronic assembly downward 10 degrees. A moisture blocking vent valve shall be installed in the body of the fixture to allow for equalization of internal pressure without introduction of moisture into the housing.

SCENE LIGHT SWITCHING

One (1) scene light switch with indicator shall be installed on the cab main switch panel to control all scene light(s). The switch shall be labeled "SCENE LIGHTS".

REAR BODY SCENE LIGHTING

The following scene lighting shall be located on the rear of the body:

SCENE LIGHT

Two (2) FireTech Guardian FT-GESM scene light shall be provided. The fixture shall be designed to attach to the side of the apparatus and emit light both straight down the side of the body at 0 degrees, and in a perpendicular plane to the mounting sheet on to the scene area near the apparatus. The fixture shall incorporate 4 rows of LEDs, with the center two rows of 6 LEDs using conical acrylic optics mounted in alignment with each other to a portion of the aluminum fixture body pointing the entire optical and electronic assembly downward 10 degrees. A moisture blocking vent valve shall be installed in the body of the fixture to allow for equalization of internal pressure without introduction of moisture into the housing.

SCENE LIGHT SWITCHING



One (1) scene light switch with indicator shall be installed on the cab main switch panel to control the rear scene light(s). The switch shall be labeled "REAR SCENE".

SCENE LIGHT SWITCHING

The rear scene lights shall activate automatically upon placing the transmission into reverse.

DOOR OPEN/HAZARD WARNING LIGHT

A red flashing, warning light shall be provided and installed in the driver's compartment to indicate an open passenger or apparatus compartment door. The warning light shall also be attached to folding equipment racks and light towers as specified. The light shall be a flashing rectangular incandescent marker light with a red lens and shall be properly marked and identified.

SIREN / SPEAKER / WARNING LT PACKAGE **ELECTRIC SIREN**

Cencom Core WCX Siren/ Light controller including the following items:

Amplifier control module.

Flashing Outputs.

Oncludes 3 WeCanX Ports and up to 99 devises / Remote module.

SPEAKER

(1) One Federal Signal DynaMax 100-watt speaker, Model #ES100, shall be installed. The speaker shall feature a Neodymium driver and a high strength composite housing that is chemical resistant and maintains rigidity at high temperatures.

SPEAKER

(1) One stainless steel grille shall be installed on the speaker.

SPEAKER LOCATION

The siren speaker shall be installed in the left side of the apparatus bumper.

SCENE LIGHTS ABOVE CREW DOORS:



Supply and install a Rigid Model SR-2-10" lights mounted above the driver's and passenger side crew doors on an adjustable bracket..

- Dual Function LED Lights
- Single Position Rocker Switch Included
- Same High Output

Switch will be on the push button siren light controller.

LIGHTBAR

One (1) Whelen Legacy WCX 54" light bar shall be included with the apparatus cab. The light bar shall be a #EB2DDDD and shall be mounted on the roof of the cab, towards the front, above the windshield.

The light bar shall feature:

- A 54" light bar designed for high performance
- Red/White with a program to include all white flood feature.
- Clear hard coated lenses to provide extended life/luster protection against UV & chemical stresses
- Designed in accordance with NFPA Zone A requirements

LIGHTBAR OPTION

One (1) steady burn RED light shall be installed on the driver's side of the lightbar in accordance with California Title 13 requirements.

LIGHTBAR ACTIVATION

The front upper light bar shall be activated through the master warning switch.

UPPER REAR WARNING LIGHTS

One (1) set of eight (8) Code 3 LED warning lights shall be installed, four on each side on the upper rear of the apparatus body. The dimensions of the lights shall be 2" x 5".

The driver side warning light shall be a Code 3 LXEX1F-R red-LED's with clear lens. The dimensions of the lights shall be 2" x 5".

The officer side warning light shall be a Code 3 LXEX1F-R red-LED's with clear lens. The dimensions of the light shall be 2" x 5".

UPPER REAR WARNING LIGHTS

One (1) pair of Code 3 LED lights shall be installed one each side at the upper rear of the body. . The dimensions of the lights shall be 2" x 5".

The driver side warning light shall be a Code 3 LXEX1F-R red-LED's with clear lens. The dimensions of the lights shall be 2" x 5".

The officer side warning light shall be a Code 3 LXEX1F-R red-LED's with clear lens. The dimensions of the lights shall be 2" x 5".

LOWER FRONT WARNING LIGHTS

One (1) pair of Code 3 LED lights shall be installed, one each side on the front of the chassis cab. The dimensions of the lights shall be 2" x 5".

The driver side warning light shall be a Code 3 LXEX1F-R red-LED's with clear lens. The dimensions of the lights shall be 2" x 5".

The officer side warning light shall be a Code 3 LXEX1F-R red-LED's with clear lens. The dimensions of the light shall be 2" x 5".

Front Intersection Lights Provided on Chassis

LOWER MID-BODY WARNING LIGHTS

One (1) pair of Code 3 LED warning lights shall be installed, one each side of the apparatus, mid-body. The dimensions of the lights shall be 2" x 5".

The driver side warning light shall be a Code 3 LXEX1F-R red-LED's with clear lens. The dimensions of the lights shall be 2" x 5".

The officer side warning light shall be a Code 3 LXEX1F-R red-LED's with clear lens. The dimensions of the light shall be 2" x 5".

LOWER REAR SIDE WARNING LIGHTS

One (1) pair of Code 3 LED warning lights shall be installed, one each side of the apparatus body, towards the rear of the body. The dimensions of the lights shall be 2" x 5".

The driver side warning light shall be a Code 3 LXEX1F-R red-LED's with clear lens. The dimensions of the lights shall be 2" x 5".



The officer side warning light shall be a Code 3 LXEX1F-R red-LED's with clear lens. The dimensions of the light shall be 2" x 5".

LOWER REAR WARNING LIGHTS

One (1) pair of Code 3 LED warning lights shall be installed, one each side on the lower rear of the apparatus body. The dimensions of the lights shall be 2" x 5".

The driver side warning light shall be a Code 3 LXEX1F-R red-LED's with clear lens. The dimensions of the lights shall be 2" x 5".

The officer side warning light shall be a Code 3 LXEX1F-R red-LED's with clear lens. The dimensions of the light shall be 2" x 5".

CHASSIS MODIFICATION **FLUID DATA PLAQUE**

A fluid data plaque containing required information shall be provided based on the applicable components for this apparatus, compliant with NFPA Standards:

- Engine oil
- Engine coolant
- Chassis transmission fluid
- Drive axle lubricant
- Power steering fluid
- Pump transmission lubrication fluid
- Other NFPA applicable fluid levels or data as required

Location shall be in the driver's compartment or on driver's door.

HEIGHT LENGTH & WEIGHT WARNING LABEL

A highly visible label indicating the overall height, length, and weight of the vehicle shall be installed in the cab dash area.

NO RIDE LABEL

A "NO RIDERS" label shall be applied on the vehicle at the rear step area or other applicable areas. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion is prohibited.

CAB SEATING POSITION LIMITS



A label shall be installed in the cab to indicate seating positions for firefighters. A weight allowance of 250 pounds for each shall be factored into the gross vehicle weight rating of the chassis.

HELMET WARNING TAG

A label shall be installed in the cab, visible from each seating position. The label shall read "CAUTION: DO NOT WEAR HELMET WHILE SEATED." Helmets must be properly stowed while the vehicle is in motion according to the current edition of NFPA 1901.

REAR TOWING PROVISIONS

There shall be two tow eyes furnished under the rear of the body and attached. There shall be a reinforcement spreader bar connecting the two tow eyes. Tow eyes are to be constructed of 3/8" plate steel with a 4" I.D. hole, large enough for passing through a tow chain end hook.

The tow plates shall be painted black.

CHASSIS WINDOW TINT

The rear chassis cab window and the rear crew windows to be tinted to 25%.

BUMPER EXTENSION

The chassis frame shall be extended 12" with reinforced steel angle and structural channel by the body builder. The extension shall be designed to support the bumper and other equipment to be installed. Wheelwell side of bumper shall be inclosed to prevent mud and debris from collecting in the bumper.

FRONT BUMPER GRAVELSHIELD

An 12" front to rear filler panel constructed from NFPA compliant, slip resistant aluminum tread plate shall be provided on the front chassis frame extension. The extension shall be covered on the top and sides, up to the level of front bumper and shall be reinforced to support one (1) firefighter (approximately 250 pounds) and the equipment specified to be installed.

FRONT BUMPER COMPARTMENT

A recessed fire hose compartment constructed from smooth aluminum shall be installed in the center of the front bumper extension. Water drain holes shall be provided in the bottom.

HOSE WELL SECUREMENT



One (1) pair of Velcro straps shall be provided for the securement of the hose in the front bumper hose well.

COMPARTMENT MATTING

The bumper compartment floor shall be fitted with removable vinyl Turtle Tile matting. The matting shall be interlocking units, 12 x 12 square by 3/4" thick. This material shall be resistant to temperature, ultra-violet radiation, mechanical impacts, chemical actions and corrosion free.

TIRE PRESSURE INDICATOR

There shall be a tire pressure indicator, p/n RWTG1235, at each tire's valve stem on the vehicle that shall indicate if there is insufficient pressure in the specific tire.

EXHAUST HEAT SHIELD

A heat shield shall be installed under the body in the areas where the exhaust system is routed.

REAR MUD FLAPS

A pair of black mud flaps shall be installed behind the rear wheels.

WAEROUS E511-C AUXILIARY PUMP **AUXILIARY FIRE PUMP**

One (1) Waterous Model E511-C fire pump shall be furnished and mounted on the apparatus to meet the following performance criteria:

50 GPM @ 400 PSI
110 GPM @ 100 PSI
275 GPM @ 50 PSI

The pump shall include the following components:

- Spring loaded mechanical pump seal.
- Bronze alloy impeller double hubbed to balance hydraulic thrust, mechanically balanced to eliminate vibration.
- Renewable double-labyrinth type, solid bronze impeller seal ring.
- Precision-ground stainless steel pump shaft.
- Deep groove radial-type ball bearings for pump shaft.
- High-strength aluminum alloy pump casing anodized for superior corrosion resistance.
- Pressure lubrication with replaceable oil filter, high oil fill with dipstick.

- A 24.8 hp Kubota D902-E3-KEA-2, in-line 3-cylinder water cooled diesel fueled engine
- Pressure feed oil lubrication system with spin-on oil filter.
- Adjustable mechanical type governor and throttle control lever.
- A 12-volt electric start.

REMOTE CONTROLS IN THE CAB

Install a set of dual controls in the cab.

AUXILIARY PUMP ENGINE ENGAGED LIGHT

One (1) indicator light shall be illuminated in the chassis cab when the auxiliary fire pump engine is running. The light shall be labeled, "Pump Engine Running".

APPROVED PUMP PANEL DRAWING

A pump panel drawing shall be provided for approval to the fire department prior to building the pump panel. The drawing will show the primary controls and gauges and not every switch or label.

Pump panel drawing shall be based on model of pump, manifolds, driveline angles, exhaust layout and other engineering concerns. The pump panel drawing is configured based on the pump and manifold design specified and in some cases changes to the lay out will be limited. Any changes made by the department are subject to engineering approval.

Delays in pump panel drawing approval may delay the completion of the apparatus.

PUMP ANODES

There shall be sacrificial, zinc anodes in the pump steamer ports which shall protect the pump and piping from electrolysis. These anodes shall also act as screens.

PUMP PLUMBING SYSTEM

The fire pump plumbing system shall be of rigid stainless steel pipe or flexible piping with stainless steel fittings. Mechanical grooved couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Flexible hose couplings shall be threaded stainless steel or mechanical grooved coupling connections.

The fire pump and plumbing shall be hydrostatically tested in compliance to applicable sections of NFPA standards. The test results shall be included in the delivery documentation.

FIRE PUMP MASTER DRAIN



The fire pump plumbing system and fire pump shall be piped to a single push-pull type master pump drain assembly.

ADDITIONAL LOW POINT DRAINS

The plumbing system shall be equipped with additional low point manually operated drain valves to allow total draining of the fire pump plumbing system. These valves shall be accessible from the side of the vehicle and labeled.

STAINLESS STEEL PUMP PLUMBING

STAINLESS STEEL INTAKE MANIFOLD

The suction manifold assembly shall be fabricated with Schedule #10 type 304 stainless steel. All threaded fittings shall be a minimum of Schedule 10 stainless steel. The suction manifold assembly shall have radiused sweep elbows to minimize water turbulence into the suction volute. The suction manifold shall be welded and pressure tested prior to installation. The stainless steel manifold assembly shall be attached to the pump intake volute with a heavy-duty, flexible Victaulic coupling.

The stainless steel manifold assembly shall have a ten (10) year warranty.

STAINLESS STEEL DISCHARGE MANIFOLD

The discharge manifold assembly shall be fabricated with minimum of Schedule #10 Type 304 stainless steel. All threaded fittings shall be a minimum of Schedule #40 stainless steel. The discharge manifold assembly shall have radiused sweep elbows to minimize water turbulence. The manifold shall be welded and pressure tested prior to installation. The stainless steel manifold inlet shall be attached to the pump discharge and have additional brackets as required to support the discharge manifold, valves and related components.

The stainless steel manifold assembly shall have a ten (10) year warranty.

FIRE PUMP & PLUMBING SYSTEM PAINTING

The fire pump and plumbing system shall be painted by the fire apparatus manufacturer. The fire pump and the plumbing shall be painted metallic silver.

HOSE THREADS

The hose threads shall be National Standard Thread (NST) on all base threads on the apparatus intakes and discharges.



One (1) 2-1/2" IC discharge pressure gauges (0-400 PSI) shall be provided. The face of the gauge shall be a WHITE dial with black letters. The gauges will be located on the pump instrument panel.

MUFFLER & EXHAUST

The auxiliary fire pump and engine assembly shall have a muffler and exhaust pipe. The exhaust pipe shall be directed out of the compartment and away from the pump operator. Additional guards shall be installed where the pipe is exposed to touch by an operator.

Run the exhaust behind the passenger's side rear duals.

FIRE PUMP PRIMING SYSTEM

A 12 volt electrically driven, positive displacement, rotary vane type 'oil less' priming pump shall be installed.

The pump shall be capable of taking suction and discharging water with a lift of 10 feet in not more than 30 seconds with the pump dry, through 20 feet of suction hose of appropriate size. The priming system shall comply with applicable sections of NFPA standards.

FUEL SYSTEM

The fuel system for the auxiliary fire pump shall be plumbed to the chassis fuel system. There shall be a separate fuel pickup tube mounted in the chassis fuel tank specifically for a separate engine driven pump assembly.

There shall be an electric fuel pump and fuel hose furnished between the chassis fuel tank and the auxiliary pump.

ELECTRIC START SYSTEM FOR AUXILIARY FIRE PUMP

The electric start system for the auxiliary fire pump shall be connected to the chassis electrical system. There shall be an on/off switch and push to start switch located near the pump operator's position.

2-1/2" UNGATED INTAKE

A 2-1/2" ungated suction intake shall be installed on the plumbing system to supply the auxiliary fire pump from an external water supply. The threads shall be 2-1/2" NST male of brass, chrome plated brass, or stainless steel material.

The intake shall be provided with a removable screen and a 2-1/2" NST rocker cap with retaining cable or chain installed.

**WATER TANK TO PUMP LINE**

A 2-1/2" water tank to fire pump line shall be provided with a full flow quarter turn ball valve, 2-1/2" piping, flex hose and stainless steel hose clamps. The valve control shall be accessible from the pump operation area and equipped with a nameplate on the handle.

FIRE PUMP TO WATER TANK FILL LINE

A 1" fire pump to water tank refill and pump bypass cooler line shall be provided. The valve shall be a full flow quarter turn ball valve with 1" piping and flex hose to tank. The valve control handle shall have a nameplate located near the valve control.

DISCHARGES**ELECTRIC REWIND HOSE REEL**

One (1) Hannay unpainted aluminum electric hose reel with leak proof ball bearing swing joint, adjustable friction brake, electric and crank rewind shall be installed. The discharge shall be controlled by a quarter turn ball valve located at the pump. The reel shall be plumbed with wire reinforced, high-pressure hose coupled. The reel shall be designed to hold 125% of the specified hose capacity. The reel shall be bolted to a mounting system for easy service or removal.

The hose reel is to be mounted in the enclosed compartment at the driver's side rear. A rear hinged access door will be installed.

An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift, to open and push down, to close.

The hose reel shall be installed within an aluminum tread plate enclosure for protection against cold weather. Access to the hose and nozzle shall be through a hinged door.

A push button hose reel rewind switch shall be installed to control the electric rewind hose reel. The exact location shall be determined at construction.

Three (3) 50-foot lengths of 1" water hose (150-foot) with pin lug couplings and 800 PSI working pressure shall be provided and mounted on the specified hose reel.

A Task Force Tips Ultimatic 125, model #B-BGH automatic nozzle with shutoff shall be provided. The nozzle design shall allow for straight stream through dense wide fog patterns and be able to be flushed without shutting down. For corrosion resistance and durability the nozzle



shall be constructed from hardcoat anodized aluminum alloy, have a six (6) position detent flow control stainless steel slide valve, a protective rubber bumper with fog teeth, stainless steel inlet debris screen, laser engraved serial number, reflective labeling and five year warranty. An integral pistol grip handle shall be positioned directly below the valve handle.

The nozzle shall have a 1" female NH inlet, which allows the nozzle to swivel when tightened, a flow range of 10-125 GPM at 100 PSI and be designed to accept the Task Force Tips FJ-U low expansion or FJ-UMX FoamJet multi expansion foam attachments.

The specified booster reel nozzle shall be mounted adjacent the hose reel area in secure clip or clamp type mountings.

One (1) stainless steel four sided captive type roller assembly shall be provided. The location of the captive rollers shall be:

2- 1-1/2" DISCHARGE

Two (2) - 1-1/2" discharge shall be installed on the left side of apparatus. The discharge shall be controlled by a quarter turn ball valve located at the pump. The manually operated swing type control shall be located adjacent to the valve. A nameplate label shall be provided adjacent to the control handle.

An Innovative Controls 3/4" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift, to open and push down, to close.

Two (2) chrome plated elbow with rocker lugs shall be provided with 1-1/2" NST swivel female x 1-1/2" NST male hose threads.

Two (2) 1-1/2" NST rocker lug chrome plated vented cap and cable or chain securement shall be provided.

FRONT BUMPER 1" DISCHARGE

One (1) 1.5" discharge shall be installed at the front bumper area with a stainless steel or brass swivel outlet with 1.5" NST male threads. The discharge shall be controlled by a quarter turn ball valve located at the front bumper at the valve. The manually operated swing type control shall be located adjacent to the valve. A nameplate label shall be provided adjacent to the control handle.



Install an automatic drain valve.

Plumbing shall be routed around the wheel well.

An Innovative Controls ¾" cast bronze quarter-turn drain/bleeder valve shall be installed. The valve shall be complete with a chrome plated bronze ball, reinforced teflon seals, and blow-out proof stem rated to 600 PSI. A chrome plated zinc handle shall be provided on each drain valve complete with a recessed ID label provision. The handle shall lift, to open and push down, to close.

FOAM SYSTEM & TANKS

FOAM PRO FOAM SYSTEM

A FoamPro part number S107-1600/2.0 electronic foam system shall be provided. The system shall be designed for use with Class A foam concentrate. The foam proportioning operation shall be designed for direct measurement of water flows and shall remain consistent within the specified flows and pressures. The system shall be capable of accurately delivering foam solution as required by applicable sections of the NFPA standards.

The system shall be equipped with a control module suitable for installation on the pump panel. There shall be a microprocessor incorporated within the motor driver that shall receive input from the system's flow meter, while also monitoring the foam concentrate pump output. The microprocessor shall compare the values to ensure that the desired amount of foam concentrate is injected onto the discharge side of the fire pump. A "foam capable" paddlewheel-type flow meter shall be installed in the discharge side of the piping system.

The control module shall enable the pump operator to:

- Activate the foam proportioning system
- Select the proportioning rates from 0.1% to 1.0%
- See a "low concentrate" warning light flash when the foam tank level becomes low and in two (2) minutes, if the foam concentrate has not been added to the tank, the foam concentrate pump shall be capable of shutting down.

A 12-volt electric motor driven positive displacement plunger pump shall be provided. The pump capacity range shall be 0.1 to 1.7 GPM (6.4L/min) at 200 PSI (1400 kPa) with a maximum operating pressure up to 400 PSI (2750 kPa). The system shall draw a maximum of 30 amps at 12 volts. The motor shall be controlled by the microprocessor which shall be mounted to the base of the pump. It shall receive signals from the control module and power the 1/3 horsepower (.25 Kw) electric motor in a variable speed duty cycle to ensure that the correct proportion of concentrate is injected into the water stream.

A full flow check valve shall be provided in the discharge piping to prevent foam contamination of the fire pump and water tank. A 5 PSI (35 kPa) opening pressure check valve shall be provided in concentrate line.

Components of the complete proportioning system as described above shall include:

- Operator control module
- Paddlewheel flow meter
- Pump and electric motor/motor driver
- Wiring harnesses
- Low level tank switch
- Foam tank
- Foam injection check valve
- Main waterway check valve
- Flow meter and tee with 2" male NPT threads.

The foam system shall be installed and calibrated to manufacturer's requirements. In addition the system shall be tested and certified by the apparatus manufacturer to meet applicable NFPA standards.

The foam system design shall be tested and pass environmental testing in accordance to SAE standards. The system shall be third party tested to certify compliance with RFI/EMI emissions per MIL-STD-416E.

An installation and operation manual shall be provided for the unit. The system shall have a one (1) year limited warranty by the foam system manufacturer.

CONTROL CONNECTION CABLE -- FOAM SYSTEM

The FoamPro 1600 Series foam system shall be provided with a twelve (12) foot control cable from the controller to the foam pump assembly.

PUMP PANEL CONTROL -- FOAM SYSTEM

The FoamPro 1600 Series foam system shall be provided with a standard pump panel mounted FoamPro control head.

FLOWMETER AND TEE -- FOAM SYSTEM

A FoamPro brass flow meter shall be provided. The flow meter shall be installed in the "foam capable" discharge line. The flow meter shall have maximum accuracy between the flow range of 10 GPM and 320 GPM and be capable of operation between 3 GPM to 380 GPM. The tee shall have 1-1/2" NPT and 2" Victaulic inlet and outlets connections.

LOW-LEVEL TANK SENSOR FOAM TANK

A FoamPro low-level foam tank sensor shall be provided. The sensor shall be capable of mounting side of foam tank that shall interface with the microprocessor. The unit shall have a 1/8" NPT thread size.

MAIN WATERWAY CHECK VALVE -- FOAM SYSTEM

A FoamPro full-flow check valve shall be provided. The valve shall prevent foam contamination of the fire pump and water tank or water contamination of the foam tank. The unit shall have a nickel-electro plated body with stainless steel components. The valve shall have 2" NPT threads with an injection and drain port size of 1/2" NPT.

FOAM SYSTEM -- INJECTOR FITTING

A Foam Pro injector fitting shall be provided with the foam system.

INSTRUCTION AND RATING LABEL -- FOAM SYSTEM

A FoamPro part number 6032-0018 instruction and system rating label shall be provided. The label shall display information for a FoamPro 1600 Series foam system and shall meet applicable sections of the NFPA standards.

SCHEMATIC LABEL -- FOAM SYSTEM

A FoamPro part number 6032-0015 foam system schematic label shall be provided shall be installed on the pump panel near foam controls. The label shall be a diagram of a single tank foam system layout and shall meet applicable sections of the NFPA standards.

1" FOAM TANK CONTROL -- CLASS A

A Class A foam tank shall be plumbed with 1" valve and corrosion resistant hose from the foam tank to the foam inlet of the foam system. The manually opened valve shall be provided behind the pump panel with a label.

INTEGRAL CLASS A FOAM TANK -- 20 GALLON

A twenty (20) gallon Class A foam tank shall be installed within the water tank. The non-corrosive foam tank shall meet applicable sections of NFPA standards. The foam concentrate tank shall be provided with sufficient wash partitions so that the maximum dimension perpendicular to the plane of any partition shall not exceed 36 inches. The swash partition(s) shall extend from wall to wall and cover at least 75 percent of the area of the plane of the partition.



The foam concentrate tank shall be provided with a fill tower or expansion compartment having a minimum area of 12 square inches and having a volume of not less than 2 percent of the total tank volume. The fill tower opening shall be protected by a completely sealed air-tight cover. The cover shall be attached to the fill tower by mechanical means. The fill opening shall be designed to incorporate a 1/4 inch removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped directly to the bottom of the tank to minimize aeration without the use of funnels or other special devices.

The foam tank fill tower shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "FOAM TANK FILL" shall be placed at or near any foam concentrate tank fills opening. A label shall be placed at or near any foam concentrate tank fill opening that specifies the type of foam concentrate the system is designed to use. Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, and a warning message that reads "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

The foam concentrate tank outlet connection shall be designed and located to prevent aeration of the foam concentrate and shall allow withdrawal of 80 percent of the foam concentrate tank storage capacity under all operating conditions with the vehicle level.

The foam tank(s) shall be fabricated by United Plastic Fabricating.

REMOTE SWITCH IN CAB FOR FOAM SYSTEM

Install a remote switch in the cab for the foam system activation.

FOAM TANK DRAIN -- UNDER TANK

The foam tank shall have a 1" gate valve drain provision installed.

CLASS A FOAM TANK GAUGE

A Fire Research TankVision Pro model WLA360-A00 foam tank indicator kit shall be installed at the operator's panel. The kit shall include an electronic indicator module, a pressure sensor, a 10-ft sensor cable and a tank vent. The indicator shall show the volume of Class A foam concentrate in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over

the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of Polycarbonate/Nylon, and have a distinctive green label.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a datalink to connect remote indicators. Low foam warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the foam tank near the bottom. No probe shall be placed on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors. The foam tank vent shall be installed on the foam fill tower.

If provisions are spec'd, install the transducer and run wires to gauge panel. DO NOT cut hole in the pump panel.

CAB MOUNTED CLASS A FOAM TANK GAUGE

A Fire Research TankVision model WLA265-A00 miniature foam tank indicator shall be installed in the cab. The indicator shall show the volume of Class A foam concentrate in the tank on five (5) easy to see super bright LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be manufactured of Polycarbonate material with an integrated lens and have a distinctive green label.

The miniature indicator shall receive input information over a single wire from a Fire Research TankVision primary indicator, model WLA360-A00 or WLA460-A00.

FOAM SYSTEM DESIGN AND PERFORMANCE REQUIREMENTS

The proportioning system shall be capable of proportioning foam concentrate in accordance with the foam concentrate manufacturer's recommendations for the type of foam concentrate used in the system over the system's design range of flow and pressures. The foam proportioning system water flow characteristics and the range of proportioning ratio shall be specified as noted herein. The latest foam system shall be in compliance with applicable NFPA standards as it relates to this specified system

PLUMBING AND STRAINER

The foam concentrate supply line shall be non-collapsible. A means shall be provided to prevent water back flow into the foam proportioning system and the foam concentrate storage tank.

A strainer or filter shall be provided on the foam concentrate supply side of the foam proportioner to prevent any debris that might affect the operation of the foam proportioning



system from entering the system. The strainer assembly shall consist of a removable straining element, housing, and retainer. The strainer assembly shall allow full flow capacity of the foam supply line.

FOAM SYSTEM CONTROLS

The foam proportioning system operating controls shall be located at or near the pump operator's position and shall be clearly identified. Foam proportioning system shall be provided with accessible controls to completely flush the system with water according to the manufacturer's instructions.

LABELS AND INSTRUCTIONS

An instruction plate shall be provided for the foam proportioning system that include, at a minimum, piping schematic of the system and basic operating instructions. Labels that are marked clearly with the identification and function shall be provided for each control, gauge, and indicator related to the foam proportioning system.

A label shall be provided on the pump operator's panel that identifies the type of foam concentrate that the foam proportioning system is designed to use. It shall also state the minimum/maximum foam proportioning rate at the minimum/maximum foam proportioning rated system flow and pressure.

Two (2) copies of an operations and maintenance manual shall be provided. They shall include a complete diagram of the system together with operating instructions and details outlining all recommended maintenance procedures.

FOAM SYSTEM TESTING

The accuracy of the foam proportioning system shall be certified by the foam equipment manufacturer and also tested by the installer prior to delivery of the apparatus in compliance to NFPA standards.

WATER TANKS

WATER TANK - 350 GALLON

The apparatus shall be equipped with a three-hundred-fifty (350) gallon polypropylene water tank and equipped with a 3.0" overflow pipe.

OVERFLOW

Run the over flow out the bottom of the water tank under the body. Do not locate over the fuel tank.



Run the overflow out the bottom of the water tank ahead of the rear duals.

WATER TANK FILL TOWER

A fill tower measuring approximately 10" x 10" square shall be provided on the water tank up to and including 500 gallons total capacity.

WATER TANK DRAIN VALVE

A 1" diameter gated quarter-turn drain valve shall be provided for the water tank.

Safety, information, data, and instruction labels for apparatus shall be provided and installed at the operator's instrument panel.

The labels shall include rated capacities, pressure ratings, and engine speeds as determined by the certification tests. The no-load governed speed of the engine, as stated by the engine manufacturer, shall also be included.

The labels shall be provided with all information and be attached to the apparatus prior to delivery.

COLOR CODED PUMP PANEL LABELING AND NAMEPLATES

Discharge and intake valve controls shall be color coded in compliance to guidelines of applicable sections of NFPA standards.

Innovative Controls permanent type nameplates and instruction panels shall be installed on the pump panel for safe operation of the pumping equipment and controls.

WATER TANK GAUGE

A Fire Research TankVision Pro model WLA300-A00 tank indicator kit shall be installed on the pump panel. The kit shall include an electronic indicator module, a pressure sensor, and a 10' sensor cable. The indicator shall show the volume of water in the tank on nine (9) easy to see super bright RGB LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be waterproof, manufactured of Polycarbonate/Nylon material, and have a distinctive blue label.

The program features shall be accessed from the front of the indicator module. The program shall support self-diagnostics capabilities, self-calibration, six (6) programmable colored light patterns to display tank volume, adjustable brightness control levels and a datalink to connect remote indicators. Low water warnings shall include flashing LEDs at 1/4 tank, down chasing LEDs when the tank is almost empty, and an output for an audio alarm.

The indicator shall receive an input signal from an electronic pressure sensor. The sensor shall be mounted from the outside of the water tank near the bottom. No probe shall place on the interior of the tank. Wiring shall be weather resistant and have automotive type plug-in connectors.

All water tank gauges shall be hot all the time

CAB MOUNTED WATER TANK GAUGE

A Fire Research TankVision model WLA205-A00 miniature tank indicator shall be installed in the chassis cab. The indicator shall show the volume of water in the tank on five (5) easy to see super bright LEDs. A wide view lens over the LEDs shall provide for a viewing angle of 180 degrees. The indicator case shall be manufactured of Polycarbonate material with an integrated lens and have a distinctive blue label.

The miniature indicator shall receive input information over a single wire from a Fire Research TankVision primary indicator model, WLA300-A00 or WLA400-A00.

All water tank gauges shall be hot all the time

WATER TANK VOLUME REMOTE INDICATOR

Three (3) Fire Research MaxVision model WLA280-A00 tank remote indicators shall be installed, one remote indicator on each side of the apparatus and one remote indicator on the rear of the apparatus. The indicator shall show the volume of water in the tank on ninety six (96) easy to see super bright tri-color LEDs. The indicator case shall be waterproof, manufactured of polycarbonate material with an integrated lens. The package includes a rubber gasket.

The remote indicator shall receive input information over a datalink from a Fire Research TankVision model WLA300-A00 or WLA400-A00 tank primary indicator. The remote indicator shall indicate the level as a single color in Red for 25% or less, Amber color for up to 50% volume, Blue color for up to 75% volume and Green color for up to 100% volume. When the level reaches 25%, the red LEDs will begin flashing. When the level is empty, the red LEDs will scroll in a down-chasing motion and then flash three times. It shall have the program capability to adjust the brightness level for day time and nighttime viewing.

All water tank gauges shall be hot all the time

MOUNTING LOCATION

The tank level gauges shall be mounted, one each side of the front of the body.

MOUNTING LOCATION

The tank level gauge shall be mounted, on the rear of the body.

FLATBED BODY

ALUMINUM SUB-FRAME

The main body sub-frame shall be extruded aluminum and be fully welded to the longitudinal frame rail extrusions that are mounted parallel to the chassis frame rails.

The main body sub-frame shall be constructed of no less than four (4) extruded aluminum tubes running full width of the apparatus body. A minimum of two (2) full body width tubes shall be provided ahead of and behind the rear axle forming the main body support crossmembers. The main crosstubes shall be fully welded to the vertical and horizontal extrusions forming the body super-structure, described elsewhere herein.

For added strength and rigidity, no less than six (6) intermediate body crossmembers shall be provided constructed extruded aluminum tubes.

The intermediate structural crossmembers shall be interconnected and welded to the main body tubular crossmembers forming a fully welded support grid for the body super-structure compartments.

The subframe crossmembers shall be attached to the chassis frame rails using heavy "U" bolt fasteners to allow removal of the subframe and body assembly from the chassis. There shall be a barrier provided between the subframe and body to prevent electrolysis.

The tubular extrusion shall consist of 1-3/4" x 3" rectangular tubes of both 1/8" and 3/16" wall thickness and 3" x 3" square aluminum tubing of both 1/8" and 3/16" wall thickness.

MODULAR WILDLAND BODY

FLATBED:

The body subframe shall be covered with a bright aluminum diamond plate floor decking to provide a "flatbed" area. The bed shall be approximately 95" wide x 108" long X 33" tall. The decking shall extend down on the rear of the bed for the mounting of rear warning and tail lights.

The modular body shall be designed using CAD and 3-D modeling programs. The design must allow for Finite Element Analysis, so that the entire module may be studied and stress points can be identified. This process allows for a design review that ensures the strongest and most durable body build possible. The use of this engineering system will ensure accuracy and

repeatability for service parts in the event of accidental damage. The body components shall be fabricated using CNC equipment to cut and bend the individual body parts.

DRIVER'S SIDE BODY COMPARTMENTS:

There shall be one (1) enclosed compartments supplied, top of flat bed on the left and right side mounted to the deck. Compartments to be 33" tall.

The body compartments shall be fabricated out of 1/8" high shine aluminum tread plate.

Two (2) top hinged aluminum tread plate doors. Each door shall have two gas pneumatic shocks.

The compartment construction shall be a double 90-degree integrated break design for superior seal. The door shall be constructed from 1/8" high shine aluminum diamond plate and shall be of a single skin outer and an inner smooth aluminum panel. The door shall be securely attached to the compartment with stainless steel fasteners using stainless steel hinges.

The door shall be mounted using stainless steel hinge. The door opening shall be fitted with a neoprene weather strip, completely sealing the perimeter of the compartment door opening.

Each door shall be provided with a locking D-Ring handle. Locking door handles including the foam pump door.

The left side compartment for the Foam Pro pump opening to increase three inches.

Install a drip gutter above each door.

PASSENGER'S SIDE BODY COMPARTMENTS:

There shall be one (1) enclosed compartments supplied, top of flat bed on the left and right side mounted to the deck. Compartments to be 33" tall.

The body compartments shall be fabricated out of 1/8" high shine aluminum tread plate.

Two (2) top hinged aluminum tread plate doors. Each door shall have two gas pneumatic shocks.

The compartment construction shall be a double 90-degree integrated break design for superior seal. The door shall be constructed from 1/8" high shine aluminum diamond plate and shall be of a single skin outer and an inner smooth aluminum panel. The door shall be securely attached to the compartment with stainless steel fasteners using stainless steel hinges.

The door shall be mounted using stainless steel hinge. The door opening shall be fitted with a neoprene weather strip, completely sealing the perimeter of the compartment door opening.



Each door shall be provided with a locking D-Ring handle. Locking door handles.

Install a drip gutter above each door.

REAR BACK COMPARTMENT

Install a small aluminum compartment between the rear frames rails at the rear of the engine.
Install a bottom hinged door with two lift and turn latches.

Install turtle tile on the floor of the compartment.

Install a drip gutter above the door.

LOUVERS:

Louver with filter shall be installed in the compartments.

ADJUSTABLE SHELVING TRACKS:

The compartments shall be equipped with two (2) aluminum adjustable tracks, vertically mounted, that are bolted in place for adjustable shelving and equipment mounting.

Install shelf tracking in all four of the side compartments.

ADJUSTABLE SHELF:

One (1) adjustable shelf shall be constructed of .125" smooth aluminum plate with 1.5" formed vertical lip front & back. Shelf supports on each side to be constructed of .188" aluminum and bolted to an aluminum extrusion (mounted vertically) by use of 3/8" bolts and spring-loaded cam locks. If shelf is longer than 40" a reinforcement by aluminum gusset is to be placed full-length on bottom of shelf.

Install one shelf in each side compartment.

TURTLE TILE ON SHELVES:

The shelf shall be fitted with removable black vinyl Turtle Tile matting. The matting shall be interlocking modules approximately 12" square by 9/16" thick. This material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

TURTLE TILE COMPARTMENT FLOOR:

The floor area of the compartment shall be fitted with removable black vinyl Turtle Tile matting. The matting shall be interlocking modules approximately 12" square by 9/16" thick. This



material shall be resistant to heat, cold, ultra-violet radiation, mechanical impacts, chemical actions and is corrosion resistant.

COMPARTMENT LIGHTS:

Two (2) vertically mounted LED strip lights shall be installed inside each compartment. The lights shall have a polycarbonate lens to eliminate breakage from impact and eliminate heat build up and each light shall be approximately 30" in length.

DOOR SWITCH:

The compartment light will be controlled by an automatic "On-Off" switch located on each compartment door.

PUMP COMPARTMENT WORK LIGHTS

Three (3) Rigid Industries, #504813 LED SAE J583 compliant work lights two shall be installed at the pump compartment and the third shall be in the open dunage. The lamps shall be wired to a ON/OFF switch with proper identification.

== Mini - Common Body Parts - Huck Body - 4212.023 04/21/23 ==

WHEEL WELL PROVISION LOCATION

The wheel well provisions shall be located on the left side of the apparatus, behind of the rear wheels.

FUEL PIPING AND FILL CAP

There shall be a fuel fill cap provided in the recessed area of the left side rear wheel well clearly marked, "DIESEL FUEL ONLY". The fill shall be piped to the fuel tank.

HOSEBED STORAGE COMPARTMENT:

Install an open compartment above the top of the water tank to hold out of county gear. Compartment will be fabricated out of 1/8" smooth aluminum. Compartment to be approximately 17" deep. Compartment to be open.

Compartment to be full length of the water tank.

TURTLE TILE:



Install turtle tile on the floor of the compartment.
== Mini - AC Electrical System - Wildland - 4212.023 04/21/23 ==

OPEN COMPARTMENT

Open compartment shall be provided above the body compartments, on the right side. The design shall allow the hose to be individually removed from the rear of the apparatus. The hard suction compartment shall be constructed of 1/8 inch aluminum tread plate. Compartment to be approximately 17" deep.

SUCTION HOSE TRAYS:

Install one (1) 1.5" X 8' suction hose trays inside of the compartment. Rocker lug each end with NST Female X NST Male.

HINGED LID

Install a water tight hinged aluminum tread plate hinged lid, Hinge to the outside of the body. Install two locking thumb latches. Water tight compartment,

TURTLE TILE:

Install turtle tile on the floor of the compartment.

HAND GRAB

Install two chrome hand grab in order to open the lid above the side steps.

HINGED COVER LID OVER PUMPING UNIT

Install a hinged cover lid over the top of the pumping unit, walking surface.

Hinge to the front. with latch to hold the tread plate door in the closed position.

Open compartment at the rear.

OPEN STORAGE COMPARTMENT LEFT SIDE:

Storage compartment shall be provided above the body compartments, on the the top of the right side. The compartment will be fabricated out of 1/8 inch aluminum tread plate. Compartment to be approximately 17" deep.

HINGED LID



Install a water tight hinged aluminum tread plate hinged lid, Hinge to the outside of the body.
Install two locking thumb latches. Water tight compartment.

TURTLE TILE:

Install turtle tile on the floor of the compartment.

HAND GRAB

Install two chrome hand grab in order to open the lid above the side steps.

PULL OUT STEP

Two (2) Zico, Model PS-8-5, pull out step shall be supplied on the apparatus. The step shall have slip resistant surface.

Two (2) mounted each side of the rear of the body one on each side.

FOLDING STEPS LEFT SIDE REAR

One (1) folding steps of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step.

The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold.

FOLDING STEPS RIGHT SIDE REAR

Four (4) folding steps of die cast high-strength zinc/aluminum alloy, plated with a superior automotive grade chrome finish shall be provided. The greater than 42 sq. in. serrated non-skid step traction area also offers an oversized non-slip grasp hand-hold. A heavy duty stainless steel spring design firmly holds the step in the open or closed positions. A rubber stop prevents any transit noise and rattles in the closed position. Step lighting shall be from a LED light mounted above the step.

The step has been third part tested to assure conformation of NFPA 1901 and FHA, 49CFR specifications for stepping surfaces and handhold.

HANDRAIL REAR STEP



Two (2) extruded aluminum non-slip handrails, approximately 30" in length on left side and one 12" long on right side shall be provided and vertically mounted on the rear of the apparatus.

HAND GRABS

Install additional hand grabs at the side of the body each side at the top of the compartment over the wheel well.

Install two at the top rear back compartments

HAND GRABS INSIDE REAR BACK:

Install one 12" hand grab inside rear of the pump compartment.

I-ZONE HOOKS:

Rear I-Zone hooks will be supplied and installed at the rear of the engine. Use the receiver style with removable tubes.

Mount one each towards the outside. Install a backing plate for support,

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FRONT MOUNTED ELECTRIC WINCH

A Warn, model M12000, 12-volt electric winch, with 12,000 lb. capacity shall be provided and mounted on the front of the apparatus. The winch shall be secured directly to the chassis frame rails by a heavy steel support structure designed to withstand the pulling force of the winch.

The winch shall include 125 ft. 3/8" galvanized cable with clevis hook, 25 foot minimum or longer remote control pendant, 4-way roller fairlead through the bumper.

The installation shall maintain access to the winch controls.

BRUSH GUARD

A heavy duty grill guard shall be provided on the front of the apparatus for the Warn winch. The grill guard shall provide front end protection for the grille area of vehicle. The mounting of the grill guard shall be in a manner to utilize the existing holes in the vehicle frame for superior strength with the lowest vibration. The grill guard shall have a black finish.

BRUSH GUARD LIGHT:



Supply and instal a Rigid Model SR-2-10" Driving light mounted to the center of the brush guard facing forward.

Mount ont he center brush guard bar.

- Dual Function LED Lights
- Single Position Rocker Switch Included
- Same High Output

Switch will beon the push button siren light controller..

WINCH RECEIVER - REAR

The rear of the apparatus body shall be equipped with a receiver assembly for high or low angle rescue or winch applications. The receiver shall be a square steel tube, same size as that of a trailer hitch. The unit shall be attached to the body sub-frame assembly.

PAINT - LETTERING and STRIPING

WHEEL PAINTING

The front and rear wheels shall be finish painted to match the apparatus body. Wheels shall be properly prepared and finished with primer coats and top coats as specified.

TOUCH-UP PAINT

One (1) two (2) ounce bottle of touch-up paint shall be furnished with the completed truck at final delivery.

SIMULATED GOLD LEAF LETTERING

The lettering shall be applied in simulated gold leaf material, shaded in black and encapsulated in clear Mylar.

A quantity of seventy-five (75), four (4) inch letters are to be placed on the cab and on the body as directed by the customer.

SCOTCHLITE REFLECTIVE LETTERING

The lettering shall be applied with Scotchlite reflective material, shaded in black.

A quantity of fifty (50) letters are to be placed on the cab and on the body as directed by the customer. The letters shall be between eight and twelve inches in height.

APPARATUS DOOR GRAPHICS



Two (2) custom door seals designed primarily with letters and numbers shall be proposed for installation on the apparatus.

REFLECTIVE STRIPING

A 1" x 4" x 1" wide 3M brand Scotchlite reflective multi-stripe shall be affixed to the perimeter of the vehicle. There shall be a 1" gap between each of the stripes. Striping shall conform to applicable NFPA requirements. At least 50% of the perimeter length of each side and width of the rear, and at least 25% of the perimeter width of the front of the vehicle shall have reflective striping.

COLOR OF STRIPING MATERIAL

The color of the 3M brand striping material shall be white.

CHEVRON STRIPING

The outer rear portion of the body shall have 3M reflective red and yellow striping installed. The chevron style striping shall be applied at a 45-degree upward angle pointing towards the center upper portion of the rear panel.

YELLOW SAFETY TAPE - STANDING & WALKING SURFACES

The apparatus shall meet NFPA standard 15.7.1.6 designating any horizontal standing or walking surface higher than 48-in (1220 mm) from the ground and not guarded by railing or structure at least 12-in (300 mm) high shall have at least a 1-in (25 mm) wide safety yellow line delineation that contrasts with the background to mark the outside perimeter of the designated standing or walking surface area, excluding steps and ladders.

TRUCK NUMBER FRAME

A 10" x 10" frame shall be installed on the truck that can hold a truck number sign. The frame shall be flip up style so that the number sign can be easily removed or replaced. The frame shall be painted to match the exterior of the truck where it will be mounted.

TRUCK NUMBER SIGN

A truck number sign plate shall be provided for the truck number frame.

LOOSE EQUIPMENT

WHEEL CHOCKS

Two (2) standard aluminum wheel chocks shall be provided.



WHEEL CHOCK MOUNTINGS

Two (2) wheel chock holders shall be mounted under the apparatus body.

SUCTION HOSE

Two (2) 1.5" x 8-ft length of PVC flexible suction hose with light weight couplings shall be provided.

HOSE COUPLINGS

Light weight aluminum couplings shall be provided on the suction hose. A long handle female swivel shall be provided on one end and a rocker lug male shall be provided for the other end.

STRAINER

One (1) Kochek Model BS25 barrel strainer shall be provided. The strainer shall be constructed from aluminum with K-Brite finish and include a tie off loop on the end plate. The strainer shall be provided with a 1.5" NST female coupling.

EMERGENCY ROAD KIT

One (1) DOT emergency kit shall be provided with the completed apparatus and shall include a 2.5 ABC fire extinguisher and three reflective triangles.

ADAPTER

Ship loose: (1) One Adapter: 2.5" Male rigid X 1.5" swivel pyrolite

MISCELLANEOUS HARDWARE

Miscellaneous loose hardware consisting of bolts, nuts, washers, and screws shall be supplied with the apparatus at time of delivery.

DEALER SUPPLIED EQUIPMENT

Wheel Spacers for Ford Chassis

WARRANTIES

BODY WARRANTY



We warrant each new motorized fire apparatus manufactured by ROSENBAUER AMERICA, LLC for a period of ONE YEAR from the date of delivery, except for chassis and other components noted herein.

Under this warranty we agree to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of ROSENBAUER AMERICA, LLC, made available for our inspection at our request, returned to our factory or other location designated by us with transportation prepaid within thirty days after the date of failure or within one year from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship.

The warranty on the chassis and chassis supplied components, storage batteries, generators, electrical lamps and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

This warranty will not apply to any fire apparatus that has been repaired or altered outside our factory in any way, which in our opinion might affect its stability or reliability.

This warranty shall not apply to those items that are usually considered normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment of minor auxiliary pumps or reels.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability in connection with the sales of our apparatus unless made in writing by ROSENBAUER AMERICA, LLC.

ALUMINUM BODY WARRANTY - FIVE YEAR

Rosenbauer America, LLC warrants to the original purchaser only, that the all-aluminum body, fabricated by Rosenbauer America, LLC, under normal use and with reasonable maintenance, be structurally sound and will remain free from corrosion perforation for a period of FIVE (5) years.

This warranty does not apply to the following items that are covered by a separate warranty: paint finish, hardware, moldings, and other accessories attached to this body. In addition, this warranty does not apply to any part or accessory manufactured by others and attached to this body.

ROSENBAUER AMERICA, LLC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE ALUMINUM BODY AND ALL IMPLIED



WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HEREBY DISCLAIMED.

Rosenbauer America, LLC will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery or not due to misuse, negligence, or accident. If Rosenbauer America, LLC elects to repair this body, the extent of such repair shall be determined solely by Rosenbauer America, LLC, and shall be performed solely at the Rosenbauer America, LLC factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be borne by the purchaser and is not an item covered under this warranty.

Rosenbauer America, LLC will not be liable for damages and under no circumstances will its liability exceed the price for a defective body. The remedies set forth herein are exclusive and in substitution for all other remedies to which the purchaser would otherwise be entitled.

Rosenbauer America, LLC will be given a reasonable opportunity to investigate all claims. The purchaser must commence any action arising out of, based upon or relating to agreement or the breach hereof, within twelve months from the date the cause of the action occurred.

Note: Surety bond, if required, will cover standard one year warranty period only and will not cover any extended warranties allowed by seller or other component manufacturers.

PAINT WARRANTY FIVE YEAR

The manufacturer shall provide a five (5) year paint warranty for all portions of the apparatus that they have painted. The manufacturer shall supply details of their warranty information with their bid submission.

LETTERING WARRANTY

Rosenbauer America, LLC warrants to the original purchaser only, that the lettering and striping, installed by Rosenbauer America, LLC, will remain free from defects for a period of one (1) year under normal use.

Rosenbauer America, LLC will replace without charge, repair or make a fair allowance for any defect in material or workmanship demonstrated to its satisfaction to have existed at the time of delivery or not due to misuse, negligence, or accident. If Rosenbauer America, LLC elects to repair this item, the extent of such repair shall be determined solely by Rosenbauer America, LLC, and shall be performed solely at the Rosenbauer America, LLC factory, or at an approved facility. The expense of any transportation to or from such repair facility shall be borne by the purchaser and is not an item covered under this warranty.

MISCELLANEOUS



CONTRACT CHANGE NOTICE

The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. "Delivery" means the date company is prepared to make physical possession of vehicle available to the customer.

The Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond the Company's control which make the Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, pandemics, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.

After execution and acceptance of this Purchase Process, the Buyer may request that the Company incorporate a change to the Products or the Specifications for the Products by delivering a Change Order to the Company; provided, however, that any such Change Order must be in writing and include a description of the proposed change sufficient to permit the Company to evaluate the feasibility of such Change Order. Within seven (7) working days of receipt of a Change Order, the Company will inform the Buyer in writing of the feasibility of the Change Order, the earliest possible implementation date for the Change Order, of any increase or decrease in the Purchase Price resulting from such Change Order, and of any effect on production scheduling or delivery resulting from such Change Order. The Company shall not be liable to the Buyer for any delay in performance or delivery arising from any such Change Order. Purchase Price may be modified only by mutual written agreement of the Parties because of changes to the Apparatus required or requested by the Buyer during the construction process pursuant to Appendix C, Change Order Policy. Any changes in the Purchase Price resulting from changes to the Apparatus required or requested by the Buyer during the construction process shall be stated in the Change Order signed by both parties. Additional Changes: If various state or federal regulatory agencies (e.g., NFPA, DOT, EPA) require changes to the specification and/or the product that result in a cost increase to comply therewith this cost will be added to the Purchase Price to be paid by the customer.

FINANCIAL STABILITY SPECIFICATIONS

With high-profile instances of fire apparatus manufacturers encountering financial difficulties, it is imperative that fire departments be diligent in evaluating the financial position of the companies they solicit to build on their emergency response vehicles. A contract entered into with a company on shaky ground is a dangerous prospect, since conducting business with a manufacturer in such condition could open the department to monumental problems.



Take, for instance, the growing theme of manufacturers *requiring* as opposed to *offering* pre-payment and progressive payment options with a corresponding discount off the price of a vehicle. Such offers are made with an ulterior motive in mind, as it can be generally inferred that manufacturers requiring pre-payments and progressive payments do so because they need your cash *today* to fund production of other vehicles already in the backlog.

Should problems arise, as has been the case in situations too numerous to mention, your department risks losing any down payments already made or even the entire cost of a piece of equipment should certain pre-pay discount situations go awry.

While pre-payment discounts may be enticing, it is important to know just how stable the manufacturer seeking your funds is before you make that commitment. If you enter into one of these agreements and the manufacturer hits a rough patch, it is you that will be hurting, because your funds may not be recoverable. However, if you enter into a contract with a financially sound manufacturer, you will reap all of the benefits of a well-built truck at a lower cost. You may equally, by taking advantage of the time-value of money, be able to afford more truck than initially thought, because funds saved by leveraging pre-payment options could allow you get some added features that you might not necessarily have been able to afford.

With this in mind, it must be noted that Rosenbauer is a company with rock-solid financial stability. This is a statement not made lightly, as we can prove it to you. We can provide language that you can insert into your bid specifications that stipulates that in order for bids to be accepted by a fire department, the company bidding must meet several fiscal criteria.

The first criteria call for the successful bidder to meet a debt-to-equity ratio not exceeding a 2.0 rating. Rosenbauer presently stands at a 1.51 rating, which is well-below the accepted rating. This low number results from Rosenbauer owning more assets with a marginal debt service. This means we are not using lenders to fund our operations, nor our growth.

The second requirement is that the debt coverage ratio of the successful body builder exceeds a 100 rating. The higher the number, the better able a company is to meet its payment obligations with banks and creditors. Rosenbauer's number is at 279.6, which is nearly three times the required amount. The higher the debt coverage ratio, the easily and more fluidly a company is positioned to pay its monthly obligations and operating costs.

The third criteria require that the equity ratio of the successful bidder must exceed .30 rating. A higher equity ratio indicates that the body builder has increased flexibility to meet its financial obligations which translates into greater financial stability. Rosenbauer currently has an equity ratio of .387 which is well above the accepted rating and an excellent indicator of financial strength.

When exploring and evaluating various manufacturers to consider for building your apparatus, there is little doubt you will find one that stands on as firmly a financial ground as Rosenbauer. While others are experiencing stressful issues that raise doubts as to the company's long-term



viability, Rosenbauer continues to demonstrate a strengthening of its financial position in the apparatus manufacturing industry. Because Rosenbauer meets and exceeds all the above-stated financial bid requirements, we are best positioned to ensure customers of a strong relationship with the company, which cannot be claimed by most of our competitors in this volatile market.

The Rosenbauer America Dun and Bradstreet number is 02-447-3584. To acquire a Dun and Bradstreet report, telephone them at 1-800-234-3867 (in Canada 800-463-6362) or visit their web site address at www.dnb.com. Dun and Bradstreet is nationally recognized, independent financial analysis company.

CENTER OF GRAVITY

The apparatus, prior to acceptance, will be required to meet the vehicle stability of the applicable NFPA Automotive Fire Apparatus Standard.

A calculated center of gravity shall be provided. The calculated or measured center of gravity (CG) shall be no higher than 80-percent of the rear axle track width. If so, a tilt table test at the apparatus body builder's facility or Electronic Stability Control (ESC) must be provided on the chassis meeting the requirement of the NFPA 1901 Guideline.

ENGINEERING BLUEPRINTS

ROSENBAUER has submitted "proposal" blueprints which are “representative” of the vehicle being proposed and these have been generated on computer-aided-design (CAD) equipment.

The blueprints are provided as follows:

Sheet No. 1:

- 23. Left side exterior view
- 24. Right side exterior view
- 25. Rear exterior view

ROSENBAUER shall provide construction drawings for approval prior to actual construction of the vehicle.

The design of the equipment is in accordance with the best engineering practices. The equipment design and accessory installation shall permit accessibility for use, maintenance and service. All components and assemblies shall be free of hazardous protrusions, sharp edges, cracks or other elements, which might cause injury to personnel or equipment.

All oil, hydraulic, and air tubing lines and electrical wiring shall be located in protective positions properly attached to the frame or body structure and shall have protective loom or grommets at each point where they pass through structural members, except where a through-frame connector is necessary.



Parts and components will be located or positioned for rapid and simple inspection and recognition of excessive wear or potential failure. Whenever functional layout of operating components determines that physical or visual interference between items cannot be avoided, the item predicted to require the most maintenance shall be located for best accessibility.

CHANGE ORDERS

To ensure the proper engineering and construction of the purchaser's custom fire apparatus in a timely manner, the contractor shall consider the order final and complete after any changes made during the pre-construction conference are mutually approved. Change orders requested after the pre-construction conference are discouraged. It shall be understood and agreed that any changes, if approved, after the order has been released to Engineering, shall constitute a valid cause for production delay and without penalty to the contractor.

DELIVERY

The apparatus shall be delivered complete and ready for operation. The apparatus, to insure proper break-in of all components, shall be delivered under its own power - rail or truck freight is not acceptable.

BODY MANUAL - PRINTED

Rosenbauer shall provide with the vehicle upon delivery, one (1) complete delivery manual. This manual shall be in a notebook type binder, with reference tabs for each section of the vehicle.

Within each section shall be:

26. Individual component manufacturer instruction and parts manuals
27. Warranty forms for the body
28. Warranty forms for all major components
29. Warranty instructions and format to be used in compliance with warranty obligations
30. Wiring diagrams
31. Installation instruction and drawings for major parts
32. Visual graphics and electronic photos for the installation of major parts
 - Necessary normal routine service forms, publications and components of the body portion of the apparatus
 - Technical publications for training and instruction on major body components
 - Warning and safety related notices for personnel protection
 - Cab and chassis manuals on parts, service and maintenance shall be provided

ELECTRICAL SYSTEM MANUAL - ADDITIONAL DIGITAL COPIES

One (1) additional copies of the truck manuals shall be supplied.

IN PROCESS PHOTOS

There shall be a series of Fire Ace photos provided as the apparatus progresses through the production process. There will be a minimum of four (4) photos per interval and a total of six intervals, one (1) upon chassis arrival, four (4) during construction and one (1) upon completion.

OPERATION AND FAMILIARIZATION MANUAL

The apparatus manufacturer shall supply, at delivery, customized Operation & Familiarization Manual, complete with full-color photos of the actual, completed apparatus with each feature and control identified and its function explained.

Safety, Operation, Maintenance and Troubleshooting sections will include information about each major component of the apparatus (chassis, pump, foam system, generator, electrical devices, etc.). The manual shall be specific to the apparatus (or group of apparatus) being delivered.

All safety and warning labels shall be represented in the manual for subsequent safety inspections to ensure their continued presence on the apparatus.

The manufacturer shall submit a sample manual with the bid proposal. Failure to do so will result in rejection of the proposal. Reference to "on delivery" or "at pre-build" submission is not an acceptable response for the bid document.

“Similar” or “Representative” manuals will not be accepted.

12.1.Selection of Mayor Pro Tempore

1. Staff Report:
2. Public Comment
3. Possible Action:

Elect Council Member proposed by Mayor Blankley to the position of Mayor Pro Tempore to serve until a successor is elected.



City of Gilroy

STAFF REPORT

Agenda Item Title: Selection of Mayor Pro Tempore

Meeting Date: December 11, 2023

From: Jimmy Forbis, City Administrator

Department: City Clerk

Submitted By: Thai Nam Pham, City Clerk

Prepared By: Thai Nam Pham, City Clerk

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Elect Council Member proposed by Mayor Blankley to the position of Mayor Pro Tempore to serve until a successor is elected.

BACKGROUND

Section 502 of the Charter is entitled "Mayor Pro Tempore" and describes the following:

"At the first meeting of the Council following the election or appointment of a member to the Council, the Council shall elect one of its members as Mayor Pro Tempore who shall act as Mayor during the absence or inability of the Mayor to act. In the case of the temporary absence or disability of both the Mayor and the Mayor Pro Tempore, the Council shall elect one of its members to act as Mayor Pro Tempore."

The role of Mayor Pro Tempore involves leadership responsibilities in situations where the Mayor is unavailable, such as leading a Council meeting if the Mayor is unable to attend.

A comprehensive review in 2018 by then-Mayor Roland Velasco and the City Attorney's Office affirmed that the Council has the discretion to elect a Mayor Pro Tempore at any

Selection of Mayor Pro Tempore

time and decide the tenure of the role. The Council is also permitted to implement a rotational system for this position, adhering to the Charter's stipulation of electing a Mayor Pro Tempore post the election or appointment of a new Council Member.

Mayor Blankley proposes the appointment of Council Member Carol Marques as Mayor Pro Tempore for the 2024 calendar year.

12.2. Mayoral Appointments of Council Members to Serve in Regional Representative Seats and Seats on Local Boards and Committees

1. Staff Report:
2. Public Comment
3. Possible Action:

Approve representative seat assignments as determined by Mayor Blankley per California Government Code Section 40605.



City of Gilroy

STAFF REPORT

Agenda Item Title: **Mayoral Appointments of Council Members to Serve in Regional Representative Seats and Seats on Local Boards and Committees**

Meeting Date: December 11, 2023
 From: Jimmy Forbis, City Administrator
 Department: City Clerk
 Submitted By: Thai Nam Pham, City Clerk
 Prepared By: Thai Nam Pham, City Clerk

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Approve representative seat assignments as determined by Mayor Blankley per California Government Code Section 40605.

BACKGROUND

Pursuant to California Government Code Section 40605, Mayor Blankley has reviewed the Council's appointments to regional and local Boards and Committees. After a thorough examination, she has recommended retaining the current appointments for 2024, with the notable exception of appointing Council Member Cline as the alternate for the Gilroy Gardens Board of Directors.

Additionally, the attached list of 2024 Council Member Representatives for Regional and County Boards has been updated to reflect changes such as the removal of the Cities Association Santa Clara County Board of Directors, adjustments to the Downtown Committee roster, and an updated meeting location for the Valley Water Joint Water Resources Commission, which convenes at the South County Regional Wastewater Authority Treatment Plant.

Mayoral Appointments of Council Members to Serve in Regional Representative Seats and Seats
on Local Boards and Committees

Attachments:

1. 2024 Council Member Representatives for Regional and County Boards



City of Gilroy 2024 City Roster of County, Regional, and Statewide Bodies

Association of Bay Area Governments (ABAG)		
Phone Number: (510) 464-7900	Member(s):	Carol Marques
	Alternate(s):	Marie Blankley
ABAG is the official comprehensive planning agency for the San Francisco Bay area region. ABAG's mission is to strengthen cooperation and coordination among local governments. In doing so, ABAG addresses social, environmental, and economic issues that transcend local borders.		
Meeting Information:	General Assembly meetings are held in the spring and fall each year.	
CalTrain Citizen Advisory Committee (CAC)*		
Phone Number: (650) 508-6347	Member(s):	Steven Seebart ¹
	Alternate(s):	N/A
CAC is composed of nine volunteer members who serve in an advisory capacity to the tri-county policy board, providing input on the needs of current and potential rail customers, and reviewing and commenting on staff proposals and actions as requested by the board.		
Meeting Information:	3 rd Wednesday of each month 5:40 p.m. Edward J. Bacciocco Auditorium SamTrans Administrative Offices, 2 nd Floor 250 San Carlos Ave., San Carlos, CA (two blocks west of the San Carlos Caltrain Station)	
CalTrain Policy Group		
Phone Number: (650) 508-6493	Member(s):	Marie Blankley
	Alternate(s):	Zach Hilton
The Local Policy Maker Group (LPMG) is an advisory group, comprised of officials from the cities and counties along the Caltrain corridor.		
Meeting Information:	4 th Thursday of each month 5:30 p.m. Edward J. Bacciocco Auditorium SamTrans Administrative Offices, 2 nd Floor 250 San Carlos Ave., San Carlos, CA (two blocks west of the San Carlos Caltrain Station)	
Downtown Committee		
Phone Number: (408) 846-0204	Member(s):	Marie Blankley Rebeca Armendariz Dion Bracco Carol Marques Fred M. Tovar Fran Beaudet Toni Bowles Matt Gallion
	Alternate(s):	N/A
The Downtown Committee is an Advisory Committee of members from the City Council and stakeholders in downtown Gilroy to provide recommendations and input into the completion of the adopted downtown recommendations, and other downtown-related activities.		
Meeting Information:	2 nd Tuesday of each month 8:00 a.m. Council Chambers	

* Gilroy resident is appointed to this body.

¹ Term ends June 30, 2025.



City of Gilroy 2024 City Roster of County, Regional, and Statewide Bodies

	7351 Rosanna Street, Gilroy, CA 95020
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Gilroy Economic Development Partnership		
Phone Number: (408) 842-6436 (408) 842-6437	Member(s):	Marie Blankley ² Tom Cline ³
	Alternate(s):	N/A
The Gilroy Economic Development Partnership consists of representatives from the Gilroy Chamber of Commerce, Gilroy Downtown Business Association, Visit Gilroy/California Welcome Center, Gilroy Gardens, Gilroy Garlic Festival, Gavilan College, and the City of Gilroy. The group was created to focus on the economic development of three specific recreation/tourism initiatives: Gilroy Sports Park, the city-owned 536 acres at Gilroy Gardens, and Downtown Gourmet Alley.		
Meeting Information:	4th Wednesday of each month 8:00 a.m. Cordevalle 1 Cordevalle Club Drive, San Martin, CA 95046	

Gilroy Gardens Board of Directors		
Phone Number: (408) 840-7100	Member(s):	Carol Marques
	Alternate(s):	Tom Cline
Gilroy Gardens Board of Directors is a non-profit educational institution whose mission is to educate and inspire families, especially children, to appreciate horticulture and the importance of trees in our lives by providing fun and memories in a beautiful garden setting.		
Meeting Information:	2nd Thursday of each month 3:00 p.m. Gilroy Gardens Operations Office Board Room Gilroy Gardens Family Theme Park 3050 Hecker Pass Hwy, Gilroy, CA 95020	

Gilroy Sister Cities Association		
Phone Number: (408) 310-8059	Member(s):	Tom Cline
	Alternate(s):	Marie Blankley
The association furthers positive relations under the umbrella of Sister Cities International, funding and arranging student exchanges and tours of dignitaries from Gilroy's six sister cities from the countries of Japan, France, Italy, Portugal, Mexico, and Palau to foster deeper cross-cultural understanding and global cooperation towards sustainable economic and community development.		
Meeting Information:	2nd Tuesday of each month 6:00 p.m. Brownell School 7701 Hanna St, Gilroy, CA	

² As suggested for GEDP Board appointment

³ As suggested for GEDP Board appointment



City of Gilroy 2024 City Roster of County, Regional, and Statewide Bodies

Gilroy Youth Task Force		
Phone Number: (408) 846-0440	Member(s):	Marie Blankley Tom Cline
	Alternate(s):	Fred M. Tovar
The specific purpose of this corporation is to eliminate illegal gang activity, graffiti, and illegal alcohol and drug sales, distribution, and use within the Gilroy area and to provide the education, skills, and community activities to promote a drug and gang-free lifestyle, in order to maintain and enhance the quality of life in Gilroy.		
Meeting Information:	January Gilroy Senior Center Meeting Room Gilroy Senior Center 7371 Hanna St, Gilroy, CA	

Santa Clara County Expressway Plan 2040 Policy Advisory Board (PAB)		
Phone Number: (408) 573-2438	Member(s):	Fred M. Tovar
	Alternate(s):	N/A
The PAB provides an elected officials' forum for policy input to the Expressway Plan 2040 – a long-range plan for the eight-county expressways and transportation corridor		
Meeting Information:	Meets 5 times per year 6:30 p.m. SCC Board of Supervisors Chambers 70 W. Hedding St., San Jose, CA 95110	

Santa Clara County Library Joint Powers Authority		
Phone Number: (408) 293-2326 x3090	Member(s):	Dion Bracco
	Alternate(s):	Rebeca Armendariz
Provides policy direction and governance for the Santa Clara County Library District and oversees the County library budget, services, and programs for the service areas.		
Meeting Information:	4th Thursday of the months of January, April, October at 12:00 pm 1st Thursday in June at 12:00 pm Santa Clara County Library District Services and Support Center 1370 Dell Avenue Campbell, CA 95008	

Santa Clara Valley Habitat Agency Governing Board		
Phone Number: (408) 779-7261	Member(s):	Rebeca Armendariz Carol Marques
	Alternate(s):	N/A
The SC Valley Habitat Agency established a two-tiered governance structure consisting of a Governing Board and an Implementation Board. The four Local Partners (Santa Clara County, Gilroy, Morgan Hill, and San Jose) form the Governing Board for the Implementing Agency.		
Meeting Information:	Min. of twice annually the third Thurs. of March and September 4:00 p.m. Santa Clara Valley Habitat Agency 535 Alkire Ave., Suite 100 Morgan Hill, CA 95037	



City of Gilroy 2024 City Roster of County, Regional, and Statewide Bodies

Santa Clara Valley Habitat Agency Implementation Board		
Phone Number: (408) 779-7261	Member(s):	Rebeca Armendariz Carol Marques
	Alternate(s):	N/A
The SC Valley Habitat Agency Implementation Board comprises the four Governing Board members, together with two Habitat Plan permittees, the Santa Clara Valley Water District, and VTA. The Board oversees the majority of the operations of the Habitat Agency.		
Meeting Information:	Third Thursday of odd-numbered months 4:00 p.m. Santa Clara Valley Habitat Agency 535 Alkire Ave., Suite 100 Morgan Hill, CA 95037	

Santa Clara Valley Water Commission		
Phone Number: (408) 630-2883	Member(s):	Dion Bracco
	Alternate(s):	Fred M. Tovar
The Water Commission assists the Valley Water Board with issues pertaining to water supply and water quality, as well as policy matters that are of interest to the cities and Santa Clara County.		
Meeting Information:	Quarterly Jan, April, July, & October 12:00 p.m. Valley Water Board Room 5700 Almaden Expressway, San Jose, CA 95118	

Valley Water Joint Water Resources Committee		
Phone Number: (408) 630-2408	Member(s):	Dion Bracco Marie Blankley
	Alternate(s):	N/A
This six-member Committee shall advance common South County water interests and receive input on future needs for groundwater management in the Llagas groundwater sub-basin; facilitate policy discussion and sharing of technical information on water supply planning for South County; identify demand for recycled water and share technical information on its use and implement the South County Recycled Water Master Plan. (Meets quarterly at SCRWA Treatment Plant)		
Meeting Information:	Quarterly 9:00 a.m. SCRWA Treatment Plant 500 Southside Dr. Gilroy, CA 95020	

Silicon Valley Clean Energy Authority JPA Board		
Phone Number: (408) 721-5301	Member(s):	Zach Hilton
	Alternate(s):	Rebeca Armendariz
Twelve communities in Santa Clara County formed a Joint Powers Agency named the Silicon Valley Clean Energy Authority (SVCE), a local non-profit public agency that will run a Community Choice Energy (CCE) program.		
Meeting Information:	Second Wednesday of each month 7:00 pm Santa Clara County Board Room 70 W Hedding St., San Jose, CA 95110	



City of Gilroy 2024 City Roster of County, Regional, and Statewide Bodies

Silicon Valley Regional Interoperability Authority Board (SVRIA)		
Phone Number: (408) 630-2408	Member(s):	Tom Cline
	Alternate(s):	N/A
The nine-person SVRIA Board of Directors provides strategic guidance to staff, and the Working Committee reviews and approves the annual budget, hires the Executive Director and General Counsel, and oversees SVRIA activities. The Silicon Valley Regional Interoperability Authority (SVRIA) exists to identify, coordinate, and implement communications interoperability solutions to its member agencies to seamlessly integrate voice and data communications between law enforcement, fire, and rescue services, emergency medical services, and emergency management for routine operations, critical incidents, and disaster response and recovery. SVRIA also provides strategic planning support for its members.		
Meeting Information:	Quarterly in March, June, September, and November	

South County Regional Wastewater Authority (SCRWA)		
Phone Number: (408) 848-0480	Member(s):	Marie Blankley Dion Bracco Fred M. Tovar
	Alternate(s):	Carol Marques
Serves as the governing body of the Authority, which provides the treatment and disposal of wastewater and recycled water for the cities of Gilroy and Morgan Hill.		
Meeting Information:	Meets Quarterly 8:00 a.m. SCRWA Treatment Plant 1500 Southside Dr. Gilroy, CA 95020	

South County Youth Task Force Policy Team		
Phone Number: (408) 299-5010	Member(s):	Marie Blankley
	Alternate(s):	Fred M. Tovar
Formed to address the influences and impacts of gangs on south county youth and their communities to reduce juvenile delinquent behaviors, reduce recruitment of youth into gangs, and reduce gang violence within the boundaries of Gilroy, Morgan Hill, and the unincorporated County areas of San Martin.		
Meeting Information:	3 rd Wednesday of odd-numbered months 10:00 a.m.-12:00 p.m. Alternates between Gilroy and Morgan Hill	



City of Gilroy 2024 City Roster of County, Regional, and Statewide Bodies

Sourcewise Advisory Council*

Phone Number: (408) 350-3200	Member(s):	Dyanne Hofstad ⁴
	Alternate(s):	N/A
The purpose of the Council is to advise Sourcewise and its Board of Directors about the needs of older adults and disabled persons in the county, to advocate on behalf of the most vulnerable and those of greatest need within the community, and to inform the community of resources and services available through Sourcewise.		
Meeting Information:	1 st Monday of each month (10 x per year) 12:00 p.m.-2:00 p.m. Meetings via Zoom until further notice	

Valley Transportation Authority (VTA) Bicycle Pedestrian Advisory Committee (BPAC) *

Phone Number: (408) 321-5555	Member(s):	Eugene Bernosky ⁵
	Alternate(s):	N/A
The BPAC comprises 16 members representing each of the 15 cities and the county. It also has one ex-officio (non-voting) position for the Silicon Valley Bicycle Coalition. The BPAC advises the Board on funding and planning issues for bicycle and pedestrian projects. It also serves as the countywide bicycle advisory committee for Santa Clara County.		
Meeting Information:	2 nd Wednesday of each month 6:30 p.m. Teleconference	

VTA Board of Directors

Phone Number: (408) 321-5680 (Gilroy-Morgan Hill Rotation)	Member(s):	Marie Blankley
	Alternate(s):	N/A
VTA Board of Directors sets VTA policy, amends the VTA Administrative Code, supports or opposes state or federal legislation, adopts the annual VTA budget, approves collective bargaining agreements and recommends major capital improvement projects to the appropriate regional, state and federal funding authorities.		
Meeting Information:	1 st Thursday of each month 5:30 p.m. SCC Board of Supervisors Chambers 70 W. Hedding St., San Jose, CA 95110	

VTA Mobility Partnership Committee

Phone Number: (408) 321-5907	Member(s):	Marie Blankley Tom Cline
	Alternate(s):	N/A
Comprised of San Benito Co. Board Members, Gilroy, Hollister, and Morgan Hill Council Members along with VTA technical staff to jointly look at Highway 152 and 25 corridors.		
Meeting Information:	Bi-monthly Gilroy City Council Chambers 7351 Rosanna St., Gilroy, CA	

* Gilroy residents are appointed to these bodies.

⁴ Term ends July 1, 2026.

⁵ Term ends June 30, 2024.



City of Gilroy 2024 City Roster of County, Regional, and Statewide Bodies

VTA Policy Advisory Committee		
Phone Number: (408) 321-5680	Member(s):	Zach Hilton
	Alternate(s):	Tom Cline
The PAC ensures that all jurisdictions within the county have access to the development of VTA's policies.		
Meeting Information:	2nd Thursday of each month 4:00 p.m. Conference Room B104 VTA River Oaks Campus 3331 North First Street, San Jose, CA 95134	

Visit Gilroy California Welcome Center Board		
Phone Number: (408) 842-6436 <i>(as suggested for Visit Gilroy Board appointment)</i>	Member(s):	Tom Cline
	Alternate(s):	N/A
The Welcome Center is in place to enhance the image and economy of the City by marketing the city and assisting to facilitate a viable business community.		
Meeting Information:	3rd Thursday of each month 8:00 a.m. Location varies within Gilroy	

12.3.Resolution in Support of “Build the Future” (Affordable Childcare)

1. Staff Report:
2. Public Comment
3. Possible Action:

Council consideration of the draft resolution.



City of Gilroy

STAFF REPORT

Agenda Item Title: Resolution in Support of “Build the Future”
(Affordable Childcare)

Meeting Date: December 11, 2023

From: Jimmy Forbis, City Administrator

Department: Administration

Submitted By: Jimmy Forbis, City Administrator

Prepared By: Bryce Atkins, Assistant to the City Administrator

STRATEGIC PLAN GOALS

Not Applicable

RECOMMENDATION

Council consideration of the draft resolution.

BACKGROUND

At the November 20, 2023 regular meeting of the City Council, the Council authorized a future Council-initiated agenda item to consider a resolution in support of Build the Future concerning affordable childcare.

ANALYSIS

Attached to this staff report is a proposed resolution staff received, which declares that the City of Gilroy supports universal childcare provision. Specifically, the resolution asks for the Council to resolve the below statements that the City:

- Supports all efforts to provide universal childcare to all children and families in the County of Santa Clara and the State of California.
- Will be proactive in its efforts to promote and advocate for public funding streams in support of universal childcare.
- Will propose and support policies and practices that will facilitate expedited zoning, permitting, and licensing processes for both center-based and home-based childcare facilities.

- Will empower our office of economic development to promote the importance of childcare businesses in this city and provide support for providers who desire to operate within this city; and
- Joins with Build the Future Santa Clara County in advocating for comprehensive and collaborative solutions to solve our child care crisis, including but not limited to building a coalition of stakeholders across all sectors including small and large businesses, community based organizations, neighborhood associations, law enforcement authorities, local governments including school and special districts and city councils, and labor and trades unions for the purpose of identifying and implementing solutions to this economic and social crisis.

Some of the statements reflect tasks that the City can undertake within the scope of local government today (particularly zoning and permitting technical assistance and advice within the constraints of cost recovery when required under the current City Code). Any statements beyond that lay more at the policy level, which is the Council's purview. Staff is cautious about any statements that the City would support "all efforts" of anything, simply because such a broad statement can include many activities or actions, some of which the Council may later not desire to support, once knowing the specifics.

ALTERNATIVES

Council may modify or reject the proposed resolution.

FISCAL IMPACT/FUNDING SOURCE

None.

PUBLIC OUTREACH

This item was raised during the November 20, 2023 regular City Council meeting, and was included in the publicly posted agenda for this meeting.

Attachments:

1. Draft resolution in support of "Build the Future" (Affordable Childcare)

RESOLUTION NO. 2023-XX**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GILROY SUPPORTING UNIVERSAL CHILD CARE AND
ECONOMIC DEVELOPMENT FOR BUILDING STRONGER
COMMUNITIES AND ECONOMIES IN SANTA CLARA
COUNTY AND CALIFORNIA**

WHEREAS, the Council for a Strong America issued a report in early 2023 which details that the shortage of infant-toddler child care costs the United States \$122 billion in lost earnings, productivity, and revenue *every year*; and

WHEREAS, this shortage translates to a \$15 billion economic threat to California and a \$3 billion threat to Santa Clara County; and

WHEREAS, a family living in Silicon Valley needs to pay an average of \$26,450 per child year for infant care and \$21,900 per year for one preschooler's childcare; and

WHEREAS, the two most significant monthly expenses faced by working families are rent and child care; and

WHEREAS, the lack of an affordable child care option leads to underemployment, greater housing instability, less consumer spending, depressed business productivity, and the near impossibility of seeking, securing, and maintaining employment; and

WHEREAS, investing in affordable childcare provides vital infrastructure to working parents and supports early childhood development, allows families to remain in a geographic area, creates a stronger economy, improves business productivity and consumer spending, decreases poverty, leads to safer communities, and provides additional revenue for cities; and

WHEREAS, cities have a direct interest in building strong local economies, supporting and benefiting from local small businesses, attracting and retaining families and employers; and

WHEREAS, one of the most impactful tools we can deploy to solve our greatest economic and societal challenges is investing in broadly accessible, high-quality child care immediately; and

WHEREAS, investments in the child care sector should prioritize supporting our most underserved children and their families, including but not limited to families of color, families of children with special needs, low-income families, and undocumented families; and

THEREFORE, BE IT RESOLVED that the City of Gilroy supports all efforts to provide universal child care to all children and families in the County of Santa Clara and the State of California; and be it further

RESOLVED that City of Gilroy will be proactive in its efforts to promote and advocate for public funding streams in support of universal child care; and be it further

RESOLVED that the City of Gilroy will propose and support policies and practices that will facilitate expedited zoning, permitting, and licensing processes for both center-based and home-based child care facilities; and be it further

RESOLVED that the City of Gilroy will empower our office of economic development to promote the importance of child care businesses in this city and provide support for providers who desire to operate within this city; and be it further

RESOLVED that the City of Gilroy joins with Build the Future Santa Clara County in advocating for comprehensive and collaborative solutions to solve our child care crisis, including but not limited to building a coalition of stakeholders across all sectors, including small and large businesses, community-based organizations, neighborhood associations, law enforcement authorities, local governments including school and special districts and city councils, and labor and trades unions for the purpose of identifying and implementing solutions to this economic and social crisis.

PASSED AND ADOPTED at a Regular Meeting of the City Council this 11th day of December 2023 by the following roll call vote:

AYES: **COUNCIL MEMBERS:**
NOES: **COUNCIL MEMBERS:**
ABSTAIN: **COUNCIL MEMBERS:**
ABSENT: **COUNCIL MEMBERS:**

APPROVED:

 Marie Blankley, Mayor

ATTEST:

 Thai Nam Pham, City Clerk

12.4.Receive Quarterly Financial Report for the First Quarter of Fiscal Year 2023-24 (FY24) and Adopt a Resolution Amending the Appropriations for Police Grant Funds

1. Staff Report:
2. Public Comment
3. Possible Action:
 1. Receive Quarterly Financial Report for the First Quarter of FY24; and
 2. Adopt a Resolution of the City Council of the City of Gilroy Amending the Appropriations for FY24.



City of Gilroy

STAFF REPORT

Agenda Item Title: **Receive Quarterly Financial Report for the First Quarter of Fiscal Year 2023-24 (FY24) and Adopt a Resolution Amending the Appropriations for Police Grant Funds**

Meeting Date: December 11, 2023
 From: Jimmy Forbis, City Administrator
 Department: Finance
 Submitted By: Harjot Sangha, Finance Director
 Prepared By: Carina Baksa, Finance Manager

STRATEGIC PLAN GOALS

Develop a Financially Resilient Organization

RECOMMENDATION

1. Receive Quarterly Financial Report for the First Quarter of FY24; and
2. Adopt a Resolution of the City Council of the City of Gilroy Amending the Appropriations for FY24.

EXECUTIVE SUMMARY

This report serves to provide the City Council with an update on the Fiscal Year 2024 (FY24) Budget as of September 30, 2023.

BACKGROUND

The FY24 budget was adopted on June 5, 2023, and FY24 activity began on July 1, 2023. The City has now had one full quarter of operations for FY24, and this report provides a financial summary of such activity for the period of July 1, 2023, through September 30, 2023.

Additionally, on June 19, 2023, Council adopted resolution 2023-43 to appropriate to FY23 the award of the Edward Byrne Memorial Justice Assistance Grant (JAG) in the Police Grant Funds. Due to the timing of the award, the funds were not expended nor

Receive Quarterly Financial Report for the First Quarter of Fiscal Year 2023-24 (FY24) and Adopt a Resolution Amending the Appropriations for FY24

encumbered in FY23 and instead will be expended in FY24; therefore, city staff is requesting Council to re-appropriate these funds to FY24.

ANALYSIS

General Fund Forecast Update

The City Council last received the General Fund Forecast update in June 2023, when the Council adopted FY24 and FY25 budgets. The chart below is an updated General Fund Forecast, which incorporates unaudited FY23 year-end actuals, roll-forward encumbrances, and year-to-date budget amendments for FY24. Since the COVID-19 pandemic, the City recovered quickly to pre-pandemic levels, and the City's General Fund reserves were restored through contributions from the federal government America Rescue Plan Act ARPA).

Several changes have occurred to the City's financial outlook as the national and global economy struggles with higher interest rates, lower than projected rates of return from the California Public Employees Retirement System (CalPERS), lower than projected sales tax revenues, and a looming recession. The City is in a delicate position as it adopted a budget with very thin operating margins. Updated projections show negative operating margins within the next several fiscal years. Currently, no operational adjustments are being recommended. However, negative operating margins will cause the City's fund balance ("savings account") to deteriorate below the Council-adopted reserve level, requiring budget amendments for the FY 24 and FY 25 cycles or during future budget processes.

Fiscal Year 2024 and 2025 General Fund Forecast (12/11/23)

General Fund Forecast (In Millions)	Actuals FY23	Amended FY24	Amended FY25	Forecast FY26	Forecast FY27	Forecast FY28	Forecast FY29
Beginning Fund Balance	\$ 34.6	\$ 38.4	\$ 29.7	\$ 25.3	\$ 24.0	\$ 22.4	\$ 21.0
Add: Revenues	66.2	65.5	68.6	70.1	72.3	74.5	76.5
Less: Expenditures	(62.4)	(65.6)	(69.3)	(71.4)	(73.9)	(75.9)	(78.9)
Operating Margin	\$ 3.8	\$ (0.1)	\$ (0.7)	\$ (1.3)	\$ (1.6)	\$ (1.4)	\$ (2.4)
One-time Use of Fund Balance	-	(8.6)	(3.7)	-	-	-	-
Ending Fund Balance (after one-time use)	\$ 38.4	\$ 29.7	\$ 25.3	\$ 24.0	\$ 22.4	\$ 21.0	\$ 18.6
Fund Balance as a % (min 30% per CC policy)	62%	32%	31%	34%	30%	28%	24%

Following are the notable adjustments to the updated General Fund Forecast:

- Sales Tax – As previously communicated to the City Council, the City has received updated quarterly sales tax reports since budget adoption, which reduces the sales tax revenue. The forecast projects an economic contraction (and possible recession) over the next several quarters through early 2024. As a result, sales tax revenue for FY24 and FY25 is now projected to come in under budget by about \$0.9 million per year. This reduction in the base is now reflected in the updated chart and is carried forward to subsequent forecast years. Sales tax is the largest single source of the General Fund revenue. It is very volatile as

it relies directly on consumers' discretionary spending. The latest update further affirms that the economy is experiencing a slowdown overall. There is no estimate for how long a recession may last, nor how long a recovery period is expected.

- Utility User Tax (UUT) – Staff also reviewed and updated other tax revenue forecasts. Staff project the energy-related segments (gas and electric) of the utility user tax base to increase and thus have adjusted the forecast by approximately \$0.2 million for FY24 onwards.
- Pension Unfunded Liability – Staff previously shared that CalPERS reported a preliminary net investment return of 5.8% on its investments for FY23, yielding a 1% loss over the assumed 6.8% discount rate. The City has also received updated actuarial valuation reports for the City's pension plans prepared by CalPERS actuaries. Staff has updated the General Fund Forecast to reflect the impact, which is an increase to the unfunded accrued liability payment of \$0.2 million to \$0.3 million per year throughout the forecast.

Staff continues to monitor the property tax revenue source for potential impacts. Recent information indicates that growth in property tax revenue is expected to slow down as there are fewer home sales due to high interest rates, the impact of which will likely occur in FY25. No adjustment is recommended currently.

Overall, the operating margin in FY24 and FY25 is now projected to be negative \$0.1 million and \$0.7 million, respectively, and negative margins are now projected throughout the forecast years, ranging from \$1.3 million in FY26 to \$2.4 million in FY29. This is primarily a result of the decline in the sales tax revenue growth and ramp-up in unfunded liability payments, a result of the less-than-projected investment returns experienced by CalPERS in the last two fiscal years. The General Fund is expected to maintain the minimum required fund balance over the next several years, through FY27, and dipping below the required 30% level in FY28 and FY29. The Council's prudent decisions in recent years to build up and maintain healthy reserve levels will allow the City to weather through the current recessionary impacts. Staff continues to monitor the financials and recognize budgetary adjustments may be warranted at mid-cycle and in future budget developments to ensure the General Fund remains structurally balanced.

General Fund

Revenues

General Fund revenues received for the first quarter of FY24 total \$7.3 million. This is approximately 11% of the amended budget of \$66.2 million. Revenues received up to this point are typically under the 25% fiscal-year mark, especially tax revenues, due to the lag between when the economic transaction occurs and when the City's revenues are received. This is typical in the first quarter of each fiscal year and is no indication that the city will not receive its expected revenues as budgeted. The table below

Receive Quarterly Financial Report for the First Quarter of Fiscal Year 2023-24 (FY24) and Adopt a Resolution Amending the Appropriations for FY24

provides a breakdown of General Fund revenues by category and a comparison of the actual revenues for the first quarter to the amended budget.

(In Millions)				
General Fund Revenues by Category	FY24		FY24 Q1	
	Amended Budget		Actuals	% of Budget
Sales Tax	\$ 21.8	\$	1.7	8%
Property Tax	20.4		0.1	0%
Utility User Tax	6.5		1.2	18%
Franchise Tax	2.3		0.2	8%
Transient Occupancy Tax	2.0		-	0%
Business License	0.7		0.3	41%
Other Revenues	12.5		3.9	31%
Total	\$ 66.2	\$	7.3	11%

Sales Tax - The City receives its sales tax revenue approximately two months after funds are collected by the California Department of Tax and Fee Administration. The actual amount represents only the first month's distribution, approximately \$1.7 million, or 8%, of the total annual sales tax revenue. Based on the latest sales tax reports, City's sales tax revenue for FY24 is expected to come in under budget by approximately \$0.9 million.

Property Tax - The City's property tax revenues are received in various intervals from Santa Clara County and are not distributed in even amounts. Property tax installments are typically due in November and April of each fiscal year; thus, disbursements are typically received from November onwards. Disbursements were received after the reporting period and will be included in future quarterly reports. As of the end of the reporting period, less than 1% of the annual amount was received. Based on the recent property tax update from the County Assessor's office, the City expects to receive the full budgeted amount of \$20.4 million for FY24.

Utility Users Tax (UUT) - Utility taxes are assessed against the value of energy and telecommunications, such as gas, electricity, steam, cable, and phone charges. The current tax rates are 4.5% for telecommunications and 5% for gas and electric. The City's UUT revenues are received one month after the revenues are earned, as such, only two months are reflected in the current quarter. As of September 30, 2023, the City had received \$1.2 million, or 18%, of the budgeted amount.

Franchise Tax - The City receives franchise tax revenue from three franchise types, including gas and electric, cable tv, and garbage/refuse. As of September 30, 2023, the City had received \$0.2 million, or 8%, of the amount budgeted. The payments from the

Receive Quarterly Financial Report for the First Quarter of Fiscal Year 2023-24 (FY24) and Adopt a Resolution Amending the Appropriations for FY24

operators vary in distribution amounts and intervals, and as such, most of the budgeted revenue is projected to be received in the latter six months of the fiscal year.

Transient Occupancy Tax (TOT) - The City's TOT revenue comes from a 9% tax on hotel room rentals under 30 days, as well as from some of the RV parks in the City. The hotels pay within one month after their quarter ends; thus, no TOT revenue is reported as of September 30, 2023. Payments for the first quarter were received subsequently and will be reported in future quarterly reports.

Business License - As of September 30, 2023, the City had received \$0.3 million, or 41%, of the budgeted amount. The business license revenue is tied to the timing of the annual renewal of the license, where the majority are renewed in the first half of the fiscal year.

Other General Fund revenues - This category comprises departmental service charges, general administration charges, fines and forfeitures, and other intergovernmental revenues. This aggregate revenue category has received \$3.9 million, or 31%, of its revenues budgeted for the year.

Expenditures

General Fund expenditures for the first quarter of FY24 total \$16.0 million, or 22% of the total budget. The table below provides a breakdown by department and function. It compares the actual expenditures for the first quarter to the amended budget.

Generally, departments are within or below their expenditure target for the first quarter of the fiscal year. However, Fire Department overtime continues to be a concern as the budgeted \$1.1 million will now be between \$1.6 million and \$2.0 million by year-end.

(In Millions)				
General Fund Expenditures by Department/Function	FY24		FY24 Q1	
	Amended Budget		Actuals	% of Budget
Administration	\$ 4.1	\$	0.7	17%
Recreation Transfer	1.5		0.3	17%
Other Transfers	1.0		0.4	38%
Human Resources	1.8		0.3	17%
Community Development	5.8		1.2	20%
Finance	1.2		0.2	19%
Fire	15.4		3.7	24%
Other General Government	2.8		0.4	15%
Police	30.8		7.6	25%
Public Works	9.8		1.3	13%
Total	\$ 74.1	\$	16.0	22%

Receive Quarterly Financial Report for the First Quarter of Fiscal Year 2023-24 (FY24) and Adopt a Resolution Amending the Appropriations for FY24

Non-General Funds

Revenues

The City has approximately 60 non-general funds. The information (revenues and expenditures) for these funds is presented in the table below in aggregate, by fund type, along with a brief description of what is included in these categories.

Non-General Fund revenues received for the first quarter of FY24 total \$18.4 million. This is approximately 19% of the amended budget of \$95.7 million. Revenues received up to this point are usually under the 25% fiscal-year mark due to the timing of receipts, especially for special revenue and capital/development funds.

(In Millions)				
Non-General Fund Revenues by Fund Type	FY24		FY24 Q1	
	Amended Budget		Actuals	% of Budget
Special Revenues	\$ 9.1	\$	1.5	16%
Recreation	2.3		0.8	38%
Capital/Development	32.1		3.1	10%
Debt Service	5.0		0.8	15%
Internal Service	16.2		3.3	20%
Sewer	16.4		4.5	27%
Water	14.5		4.4	30%
Total	\$ 95.7	\$	18.4	19%

Special Revenues - The primary source of this fund type is intergovernmental funds in the manner of tax sharing or grants from Federal, State, County, and other regional governments. For the City of Gilroy, these Special Revenues provide funding for transportation (Gas Taxes, Vehicle Registration, and Measure B), public safety (Proposition 172 sales tax, Gang Prevention, and regional task forces), and community development (CDBG and Housing) among others. In aggregate, as of September 30, 2023, \$1.5 million, or 16%, of the total budgeted amount has been received.

Recreation - The Recreation Fund receives an annual allocation of \$1.5 million dollars from the General Fund and, in addition, acquires revenues from charges for services or grants related to recreation programs. The services provided by Recreation are seasonal, typically most active during spring and summer. As of September 30, 2023, the Recreation Fund has received \$0.8 million, or 38%, of the total budgeted amount.

Capital/Development Impact Funds - Revenues in the Capital and Development Impact Funds are primarily generated by new development approvals and the required contributions to offset infrastructure impacts. Revenue largely depends on the size and impact of the development and the timing of the project; therefore, revenue is not evenly distributed throughout the fiscal year. As of September 30, 2023, the

Receive Quarterly Financial Report for the First Quarter of Fiscal Year 2023-24 (FY24) and Adopt a Resolution Amending the Appropriations for FY24

capital/development funds have received \$3.1 million, or 10% of the total budgeted amount.

Debt Service - Debt Service funds receive their revenue from annual property tax levies and/or via interfund transfers from other funds.

Internal Service – Internal Service Funds (Information Technology (IT), Fleet, Facilities, Worker’s Compensation, and Liability Funds) primarily receive their revenue from charges to other departments and funds in the City. These charges are typically assessed in equal monthly amounts based on the adopted budget, and therefore, it is expected that the full budgeted amount will be received.

Sewer – The Sewer Fund has received \$4.5 million, or 27%, of its budgeted amount and is tracking slightly above for the period. The sewer enterprise fund generates its revenue from utility user charges.

Water – The Water fund has received \$4.4 million, or 30%, of its budgeted amount for the year and is tracking above for the period. Like the Sewer Fund, the Water Fund generates its revenues from utility user charges.

Expenditures

Non-General Funds expenditures for the period total \$14.7 million, or 11%, of total budgeted amounts. The table below presents the Non-General Fund expenditures by Fund Type.

(In Millions)				
Non-General Fund Expenditures by Fund Type	FY24		FY24 Q1	
	Amended Budget		Actuals	% of Budget
Special Revenue	\$ 14.9	\$	1.5	10%
Recreation	2.1		0.5	24%
Capital/Development	35.1		1.6	4%
Debt Service	4.9		0.4	8%
Internal Service	21.8		4.6	21%
Sewer	36.5		3.8	11%
Water	20.0		2.3	11%
Total	\$ 135.4	\$	14.7	11%

Special Revenues – The primary expenditures in this fund type are for roads and sidewalk infrastructure, followed by grant related expenditures for the Police Department. As of September 30, 2023, expenditures are at \$1.5 million, or 10%, of the annual budgeted amount. Road and infrastructure capital projects typically commence after the winter/rainy season. Therefore, staff expects funds to be encumbered and expenditure to occur in the latter part of the fiscal year.

Receive Quarterly Financial Report for the First Quarter of Fiscal Year 2023-24 (FY24) and Adopt a Resolution Amending the Appropriations for FY24

Recreation – The Recreation Division has expended \$0.5 million, or 24% of the total annual budget. The services provided by Recreation are seasonal, typically most active during spring and the summer.

Capital/Development – Capital and Development Impact Funds have expended a total of \$1.6 million, or 4%, of the annual budgeted amount. The below target spending is primarily in the capital outlay. Capital/infrastructure projects typically commence after the winter/rainy season therefore, staff expects funds to be encumbered and expended in the latter part of the fiscal year.

Debt Service – The debt service funds have expended \$0.4 million, or 8%, of their budgeted amount. The debt service payments typically include semiannual interest payments, and one annual principal payment, typically in the latter half of the fiscal year.

Internal Services - The City's internal services funds (IT, Fleet, Facilities, Equipment Outlay, Worker's Compensation, and Liability Funds) have expended \$4.6 million, or 21%, of the total budgeted amount.

Sewer – The Sewer Fund has expended \$3.8 million, or 11%, of the total budgeted amount. Of the total budget of \$36.5 million, about \$27.0 million is related to capital outlay, including the South County Regional Wastewater Authority's Plant Expansion project. The remaining budget, \$9.2 million, is related to sewer operations which has expended \$2.1 million, or 23% of its budgeted amount through this reporting period.

Water – The Water Fund has expended \$2.3 million, or 11%, of the total budgeted amount. Of the total budget of \$20.0 million, about \$4.2 million is related to capital outlay. The remaining budget, \$15.9 million, is related to water operations which has expended 14% of its budgeted amount through this reporting period. The water extraction fees paid in this reporting period to Valley Water only reflect charges for one month of the fiscal year, contributing to the lower trend for operating expenditures. Bills were received and payments were made subsequently and will be reflected in future quarterly reports.

FY24 Budget Adjustment

Staff is recommending the City Council adopt a resolution to re-appropriate to FY24 the \$18,404 FY23 Edward Byrne Memorial JAG award to the Police Grant Funds (Org/Object Code: 2253000-53120/43110). The Police Department received the grant in June of 2023 to purchase ceramic protective plates and carriers for Police Officers. Purchase of equipment will not occur until the current FY24.

ALTERNATIVES

There are no recommended alternatives to the quarterly financial report for the First Quarter of FY24.

Receive Quarterly Financial Report for the First Quarter of Fiscal Year 2023-24 (FY24) and Adopt a Resolution Amending the Appropriations for FY24

Council could reject the resolution to re-appropriate the FY23 JAG award to the FY24 budget. Staff does not recommend this option as it would mean an alternative funding source would need to be utilized to purchase the protective equipment and carriers for police officers.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact of the First Quarter of FY24 update has been discussed in the above report.

The fiscal impact of re-appropriating the JAG grant to FY24 would increase the revenue and expenditure budgets in the Police Grant Fund (Fund 225).

Attachments:

1. Draft Resolution - FY24 Reappropriation of FY23 JAG Grant

RESOLUTION NO. 2024-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GILROY AMENDING THE BUDGET FOR THE CITY OF
GILROY FOR FISCAL YEAR 2023-2024**

WHEREAS, the City Administrator submitted to the City Council a budget for the City of Gilroy for Fiscal Years 2023-2024 and 2024-2025, and the City Council carefully examined, considered, and adopted the same on June 5, 2023; and

WHEREAS, City staff has prepared and submitted to the City Council a proposed amendment to said budget for Fiscal Year 2023-2024 for the City of Gilroy in the staff report dated December 11, 2023, for the Police Grants Fund, re-appropriating the Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant; and

WHEREAS, the City Council has carefully examined and considered the same and is satisfied with said budget amendments.

NOW, THEREFORE, BE IT RESOLVED that the appropriations in the Police Grants Fund, Fund 225, are hereby increased by \$18,404 for Fiscal Year 2023-2024.

PASSED AND ADOPTED at a Special Meeting of the City Council this 11th day of December 2023 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:

APPROVED:

Marie Blankley, Mayor

ATTEST:

Thai Nam Pham, City Clerk

12.5. Development of Parklet Program and Extension of Temporary Outdoor Dining Parklet

1. Staff Report:
2. Public Comment
3. Possible Action:
 1. Receive report and provide direction regarding the development of a parklet program; and
 2. Direct staff to extend the temporary outdoor dining parklet at Station 55 Seafood and Mexican Cocina at 55 Fifth Street until the City has adopted and implemented a formal parklet program.



City of Gilroy

STAFF REPORT

Agenda Item Title: Development of Parklet Program and Extension of Temporary Outdoor Dining Parklet

Meeting Date: December 11, 2023

From: Jimmy Forbis, City Administrator

Department: Community Development

Submitted By: Sharon Goei, Community Development Director

Prepared By: Sharon Goei, Community Development Director

STRATEGIC PLAN GOALS

Promote Economic Development Activities

RECOMMENDATION

1. Receive report and provide direction regarding the development of a parklet program; and
2. Direct staff to extend the temporary outdoor dining parklet at Station 55 Seafood and Mexican Cocina at 55 Fifth Street until the City has adopted and implemented a formal parklet program.

EXECUTIVE SUMMARY

Staff is providing City Council an update on considering a parklet program. In accordance with Council feedback on the draft Downtown Parking Management Plan at the December 4, 2023 City Council meeting, staff is seeking Council direction on the development of a parklet program. In addition, staff recommends extending the temporary outdoor dining parklet at Station 55 Seafood and Mexican Cocina at 55 Fifth Street until the City has adopted and implemented a parklet program.

BACKGROUND

At the August 21, 2023 City Council meeting, staff summarized the background information regarding outdoor dining parklets.

In response to the COVID-19 pandemic, the City developed a temporary outdoor dining program to support business activity and to aid in the economic recovery of the City arising from the pandemic. Under the temporary COVID-19 program, Station 55 Seafood and Mexican Cocina established an outdoor dining parklet. While the COVID-19 program expired, Station 55 desired to retain the temporary parklet installed under the program. At the August 21, 2023 City Council meeting, staff recommended and Council extended the temporary program through December 31, 2023. Staff worked with Station 55 and extended the encroachment permit and approval through December 31, 2023.

Note that the outdoor dining parklet on Monterey Street in front of the Tempo Kitchen and Bar was established under a separate pilot program that ended in 2017. Tempo received a revocable encroachment permit, whereas Station 55 received a temporary outdoor dining permit. At this time, the City does not have any formal parklet program.

At the August 21, 2023 City Council meeting, staff also shared comments received from the public. Staff received concerns regarding the negative impacts of outdoor dining parklets occupying public parking spaces. Businesses expressed that such installation was only allowed due to COVID-19 and that parking spaces occupied by parklets cannot be used by surrounding business customers. Businesses also voiced concerns that parklets block adjacent businesses' visibility and create vehicular traffic visibility issues. On the other hand, staff also received comments that advocated for the outdoor dining parklets to remain, noting that they supported business activity and continued stimulating the local economy.

At the same Council meeting, staff presented a further consideration and implication about outdoor dining parklets that arose from an early August communication from the Santa Clara County Assessor to jurisdictions in the County. In the communication, the County Assessor states the following:

“Private business use of outside public spaces, often known as ‘parklets’, started as a response to the pandemic. During that time, businesses required outdoor operation for safety, as indoor spaces were closed. The community has grown to value the outdoor experience, even as indoor service to the public resumed. No longer required, but highly desired, the expansions have a durability and permanence that may create a taxable use. It is the Assessor’s responsibility to evaluate this private use of public space and consistently apply the Revenue & Taxation Code.

As you contemplate formalizing parklets and other transformations of public space through agreements, licensing and/or permitting, we would like to make sure you understand the potential property tax implications of this activity.”

Since August 2023, staff has not received any update from the Santa Clara County Assessor. Based on the August announcement, outdoor dining parklets could result in potential property tax implications.

Another consideration staff presented at the August 21, 2023 City Council meeting is the Downtown Parking Management Plan. The contemplation of any permanent program for downtown parklets will depend upon the study results and adoption of the Downtown Parking Management Plan. As introduced at the December 4, 2023 City Council meeting, the draft Downtown Parking Management Plan includes Parklet Design Standards as one of the phase one strategies for implementation. The draft Downtown Parking Management Plan states that “given the abundance of available parking in the downtown currently, there does not need to be firm limit placed on the number of parklets, but future reviews of parklets should consider parking availability as land use density increases in the downtown.”

As indicated at the August 21, 2023 City Council meeting, staff is returning to Council with updates in this staff report prior to December 31, 2023.

ANALYSIS

At the December 4, 2023 City Council meeting, Council provided feedback to staff to proceed with the phase one strategies with the exception of the VTA parking lot. As noted in the draft Downtown Parking Management Plan, Parklet Design Standards are included as an immediate action strategy to use parking for businesses more efficiently. This strategy is a business and economic development strategy. Parklets are platforms and structures built out onto existing parking spaces to create additional space for the public and for businesses to increase their effective usable area and revenue without the businesses or building owners needing to expand or remodel the building or space.

The draft Downtown Parking Management Plan recommends developing design standards to ensure that parklets meet safety requirements and aesthetic standards. Elements for the City to consider in the development of a parklet program include parklet location, parklet placement (in terms of traffic operations such as sightlines and visibility), parklet protection depending on the speed limit of adjacent streets, parklet distribution, availability of parking in the immediate vicinity, parklet design, parklet size, parklet height, number of parking spaces occupied, parklet accessibility, likelihood of parklet use by patrons (e.g., seating for a dining establishment), parklet configuration not hindering emergency services, etc. For occupying public parking spaces, encroachment permits and associated requirements, including insurance, may be required. The City also needs to consider other possible costs, fees, and maintenance and develop a full permitting process that incorporates all requirements.

From a private business’s perspective, construction costs for building a permanent parklet may need to be considered. Potential parklet property tax implications are also important ongoing considerations and staff will bring back to Council any update from the Santa Clara County Assessor.

Staff will conduct research on the above factors and collaborate with other City Departments to formulate recommendations on the feasibility and development of a parklet program. Staff will also survey other agencies for various program parameters, processes, and best practices for a parklet program.

In accordance with Council feedback on the draft Downtown Parking Management Plan at the December 4, 2023 City Council meeting, staff is seeking Council direction on the development of a parklet program. In addition, staff recommends extending the temporary outdoor dining parklet at Station 55 Seafood and Mexican Cocina at 55 Fifth Street until the City has adopted and implemented a parklet program. This extension will provide Station 55 the opportunity to apply for and install a permanent parklet in accordance with a new formal program.

ALTERNATIVES

If the City Council chooses not to extend the temporary outdoor dining parklet at Station 55, staff will notify and work with the affected business on compliance.

FISCAL IMPACT/FUNDING SOURCE

The temporary outdoor dining parklet had no fees or costs associated with it other than minimal staff time reviewing and managing the documentation. The development of a formal parklet program will have costs and will be addressed when the item is researched and brought back to Council.

NEXT STEPS

If the City Council directs staff to develop a formal parklet program after adopting the Downtown Parking Management Plan, staff will add parklet program development to Economic Development's workplan. Staff will prioritize workplan items before beginning research for such a program, anticipating the mobile vending policy being developed first, followed by the research and development of a parklet program. Staff estimates bringing the parklet item back to Council in mid-2024.