



CITY COUNCIL AGENDA REPORT

Meeting Date: March 2, 2023

From: John Swiecki, Community Development Director

Subject: Ample Battery- Proposed Temporary Lease of City-Owned Parking Spaces

Community Goal/Result

Ecological Sustainability - Brisbane will be a leader in setting policies and practicing service delivery innovations that promote ecological sustainability

Economic Development - Brisbane will work with the businesses and residents to provide for economic vitality/diversity

Fiscally Prudent - Brisbane's fiscal vitality will reflect sound decisions which also speak to the values of the community

Purpose

To consider a proposal by Ample Battery to temporarily lease a limited number of city-owned parking spaces at Sierra Point and the former Bank of America site to install EV battery changing stations.

Recommendation

That the City Council authorize the City Manager to execute the attached lease agreement (See Exhibit 1).

Background/Discussion

This matter was considered by the City Council in November 2022 and continued to allow for the lease agreement to be modified to address a number of concerns raised by the City Council, and to provide staff with the opportunity to visit another operational facility and take noise readings. The November 3 City Council report (Attachment 3) is provided for reference and provides information regarding the proposed facility.

The revised lease agreement is attached as Attachment 1. In response to concerns raised at the last City Council meeting it has been modified to establish a fixed payment schedule based on the areas leased, not tied to the number of stations installed. The agreement has further been revised to specify hours of operation (8am to 8pm), explicitly define the operator's maintenance obligations, and clarify that ancillary improvements such as lighting and fencing would be subject to city review and approval.

Additionally, Police Department staff performed a site visit to an operational Ample station in San Jose to take noise measurements and observe an operating facility. Their report included as

Attachment 2 concludes that facility operations do not generate excessive noise. The sound levels associated with operations are similar to background sound levels found in typical commercial areas. While not specifically mentioned in the attached report, Police Department staff who visited the site reported what it was clean and well maintained.

Fiscal Impact

Per the lease agreement Ample will pay the City \$2400/month for the Marina site and \$1600/month for the Old County Road (OCR) site, or \$48,000 over the 2-year lease term.

Measure of Success

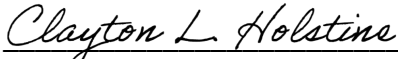
Allowing a local green business to demonstrate and deploy an innovative EV charging technology through the temporary use of a small number of underutilized city-owned parking spaces could be beneficial in a variety of ways. With transportation emissions representing ~60% of Brisbane's carbon footprint, it is imperative to enable the shift to cleaner transportation. Ample's technological solution could potentially provide an alternative to the longer dwell times of traditional EV charging and may be particularly appealing to fleet vehicles such as Uber/Lyft, trucking companies, or even the city's vehicle fleet. Supporting local business innovations that tackle the climate challenge will help meet the City's emissions reductions goals and is consistent with Brisbane's Climate Action Plan and Climate Emergency Declaration.

Attachments

1. Proposed Lease Agreement
2. Police Department Site Visit Report
3. November 3 City Council Report and Minutes



John Swiecki, Community Development Director



Clay Holstine, City Manager

LEASE AGREEMENT

This Lease Agreement (this “Agreement”) is entered into by and between the **City of Brisbane, a California Municipal Corporation** (“Landlord” or “City”) and **Ample, Inc.** (“Tenant”). Landlord and Tenant are sometimes individually referred to herein as a “Party” or together the “Parties” where context warrants such a designation.

The Parties agree as follows:

- 1. PROPERTY:** Landlord leases to Tenant and Tenant leases from Landlord the real property and improvements in the City described as (i) a portion of the City’s Marina parking lot, located at 400 Sierra Point Parkway (“Marina Premises”), and ii) a portion of the parking area located on property owned by the City, located at 70 Old Country Road (“the OCR Premises”) (collectively, “the Premises”). See EXHIBIT A for a visual of the locations of the Premises.
- 2. TENANT’S USE OF PROPERTY:**
 - a. Tenant shall install and maintain up to three electric vehicle battery swapping stations (each a “Station” and together the “Stations”) on each of the Premises for the duration of this Agreement. The Stations will be used by vehicles that will temporarily park inside the Station, refuel with energized batteries, and then exit the Premises. Vehicles entering the Premises to use the Station will not be required to pay Landlord to access the Premises.
 - b. Tenant will install a new electric service, including electric meter, panel, and additional electrical equipment as required by the distribution utility. The on-site electrical panel for each Station will be connected to the Station and any additional equipment installed on the Premises. Tenant will pay for all costs associated with the electrical installation and will establish a new customer account with the utility and be responsible to pay for all energy used to power the Premises. Tenant agrees to use its commercial best efforts to power the Stations using 100% renewable energy sources, which Tenant shall subscribe to and/or pay for. Tenant acknowledges that it must comply with other technical details of Landlord concerning installation of the Stations and the new electric service; such details concern, among other things, trench backfill and Tenant’s responsibility for participation in DigAlert notification. A list of the technical details is attached hereto as Exhibit B and incorporated herein by reference. Landlord will provide necessary permissions and otherwise cooperate with the electricity distribution utility, internet provider, and other utilities needed to operate the Stations.
 - c. Tenant will install new pavement and may install security fencing along the Premises leased by Tenant, provided, however, that the City must approve any fencing before it is installed. Tenant shall provide a phone number and an email address of Landlord for 24-hour customer support to address any issues associated with the use or operation of the Stations.
 - d. Tenant is permitted to operate the Stations at the Marina Premises from 8 a.m. to 8 p.m. initially. Tenant is permitted to operate the OCR Premises from 8 a.m. to 8 p.m. initially. Any change in the hours of operation must be approved by the City Manager, which shall not be unreasonably withheld.
 - e. The noise level from the operation of the Stations shall comply with the Noise Ordinance of the City, and the light from the operation of the Stations shall be the minimum necessary for security purposes as determined by the Brisbane Police Department.

- f. Only fleet or delivery vehicles not exceeding the weight of a Class 3 vehicle shall be serviced at the Stations. Any change in the type of vehicles or customer segment serviced at the Stations must be approved by the City Manager.
- g. Should any Station have mechanical or technological problems that cause a Station to not be usable, Tenant shall promptly dispatch personnel to address the problem.

3. TERM/TERMINATION:

- a. The term begins on _____, 2023 (“Commencement Date”).
- b. The Agreement shall terminate on _____, 2025 (the “Termination Date”), unless extended in writing by the Parties. In the unlikely event that there is a need for a holdover period after the Termination Date, during which Tenant is permitted to operate the Stations without a new agreement or extension of this Agreement, the Termination Date will be extended by one month, during which period the rent shall be at a rate equal to the rent for the immediately preceding month for the relevant Premises, payable in advance. All other terms and conditions of this Agreement shall remain in full force and effect.
- c. This Agreement may be terminated by either Party upon delivery of 30 days’ prior written notice, or if the termination is for cause, it may be terminated immediately. Cause includes but is not limited to safety violations.

4. BASE RENT:

- a. Tenant agrees to pay Base Rent at the monthly rate of \$2,400.00 for the Marina Premises and at a monthly rate of \$1,600.00 for the OCR Premises until the Termination Date.
- b. Base Rent is payable in advance on the first day of each calendar month and is delinquent on the 10th day of the calendar month, at which time a 10% administrative charge shall be added for each calendar week the rent is not paid.
- c. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month’s Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.
- d. Rent shall be paid to Landlord by bank transfer or check, c/o the Finance Department of the City. The City and Tenant shall exchange the required back transfer information within 10 days of the Commencement Date if Tenant intends to pay the City by wire transfer.

5. REGULATORY APPROVALS:

- a. Landlord understands and agrees that Tenant’s use of the Premises to operate the Stations may require authorization or approval from governmental offices or agencies other than the City. (Collectively any such required authorizations and approvals shall be referred to herein as “Regulatory Approvals.”)
- b. Tenant shall be solely responsible for identifying the need for, applying, obtaining, and maintaining compliance with any Regulatory Approvals, including any costs incurred by Tenant or Landlord in connection with the same, including but not limited to commercially reasonable legal fees.
- c. Tenant shall be solely responsible to pay any fees, fines, penalties or other charges levied in connection with its failure to comply with the terms and conditions of any Regulatory Approvals and shall immediately pay and discharge any such charges.

- d. Tenant shall indemnify Landlord and its officers, employees, and agents from and against any charges levied in connection with any Regulatory Approvals, as well as any and all losses or expenses arising in connection with Tenant's failure to obtain or comply with the terms and conditions of any Regulatory Approvals.
- e. In the event Tenant is unable to secure all the Regulatory Approvals for the Stations, Tenant shall notify Landlord of the same in writing, including (i) an explanation of the reasons for Tenant's inability to secure the required Regulatory Approvals (ii) supported by any documentation related to its failure. Landlord shall review Tenant's explanation and supporting documentation and shall make a reasonable determination as to whether Tenant made a good faith effort to secure all Regulatory Approvals.
 - 1. If Landlord determines Tenant acted in good faith, Tenant shall not be required to make any *new* Base Rent payments to Landlord but shall be responsible for its then existing obligations under this Agreement, including but not limited to paying any Base Rent due and complying with its responsibilities under Section 8 hereof.
 - 2. If Landlord determines Tenant did not act in good faith, this Agreement shall not be deemed terminated until Tenant satisfies all of its obligations hereunder, including but not limited to paying Base Rent each month until all such obligations are fully satisfied.

6. CONDITION AND MAINTENANCE OF PREMISES:

- a. Tenant has examined the Premises and acknowledges that the Premises are clean, in operative condition, and suitable for installation and maintenance of the Stations. Tenant shall maintain the Premises in like condition, including but not limited to keeping the Premises secure 24 hours a day, 7 days a week and free of trash and other debris as well as maintaining the Stations in working order and in good condition.
- b. If Landlord believes Tenant has failed to perform any of its obligations under this section, Landlord shall notify Tenant of the nature of the failure and Tenant shall have 48 hours from delivery of such notice to correct/cure the failed performance to Landlord's reasonable satisfaction.
- c. If Landlord delivers notice to Tenant under subsection 2 and Tenant fails to correct/cure its failed performance within the required 48 hours, Landlord shall have the right to enter the Premises and perform the required obligations on Tenant's behalf. If Landlord performs on Tenant's behalf, Landlord shall notify Tenant of the costs Landlord incurred to return the Premises to the required condition, and Tenant shall immediately pay 125% of that amount to Landlord, thereby covering Landlord's direct and indirect costs.
- d. If Tenant fails to comply with subsection 2 three or more times in a calendar quarter, Landlord shall have the right to terminate this Agreement for cause.

- 7. SIGNS:** Tenant shall be permitted to place commercially reasonable signage on the Premise's with Landlord's prior review and approval, which shall not be unreasonably withheld. Commercially reasonable signage includes the display of Tenant's business name and/or logo. In addition, Tenant shall post signage requested and/or preapproved by Landlord to inform users of the Station where nearby restrooms are located.

8. TENANT'S OBLIGATIONS UPON VACATING PREMISES: Upon termination of this Agreement as provided for herein, Tenant shall (i) vacate Premises and surrender it to Landlord empty of all Station(s) and other personal property, (ii) clean the Premises in a commercially reasonable manner, and (iii) restore the Premises to the conditions the Premises were in prior to this Agreement.

9. LANDLORD'S LIEN WAIVER: It is contemplated that the Stations or other personal property now or hereafter installed by Tenant on the Premises is or may be either leased by Tenant or purchased by Tenant from a lessor or conditional seller, or otherwise hypothecated to a non-City "Third Party." No such personal property, now or hereafter located upon the Premises and owned by Tenant or any Third Party, shall be deemed to be a fixture of the Premises, and such personal property shall be and remain the personal property of Tenant or such Third Party. All such Stations or personal property of Tenant or any Third Party is herein referred to collectively as "Tenant's Equipment." Tenant or any Third Party shall have the right to remove Tenant's Station and other equipment from the Premises from time to time, provided, however, that if such removal shall injure or damage the Premises, Tenant shall repair the damage and place the Premises in the same condition as it would have been if Tenant's Equipment had not been installed. Landlord shall, upon request of Tenant, execute, or cause to be executed, a commercially reasonable waiver of Landlord's lien on either or both of the Stations or Tenant's Equipment.

10. INSURANCE:

- a. Landlord shall not be responsible for insuring any of Tenant's personal, intellectual, or other property, including but not limited to the Premises, the Stations, fixtures, installations, equipment, software, inventory, or vehicles.
- b. Tenant is to carry property and casualty insurance in an amount approved by and from a reputable casualty or insurance company acceptable to Landlord, to protect Tenant and Landlord, who shall be a named insured, from and against any loss or damage of any kind to Tenant's or Landlord's personal, intellectual, or other property, including but not limited to the Premises, the Stations, any fixtures, installations, equipment, software, inventory, or vehicles. Such insurance shall also cover Landlord's officers, employees, and agents.
- c. Tenant shall acquire and provide to Landlord a certificate of insurance and an additionally insured endorsement that names Landlord and its officers, employees, and agents (e.g., CG2011 endorsement) as provided for herein. Tenant shall provide the same to Landlord at least annually on the anniversary of the Commencement Date, and also in any instance where Tenant changes insurance carriers. Tenant shall not occupy, work on, or otherwise use the Premises or Stations unless and until proof of the required insurance is provided to and acceptable to Landlord. Landlord's acceptance shall not be unreasonably withheld.
- d. Tenant releases Landlord, and waives its respective rights to subrogation against Landlord, for loss and damage covered by insurance.

11. INDEMNIFICATION:

- a. Except for the gross negligence and intentional misconduct of Landlord and/or any of the Landlord Parties (as hereinafter defined), Tenant shall indemnify and hold harmless Landlord and Landlord's officers, agents, employees, partners, successors, and assigns (collectively, the "Landlord Parties") from and against any and all claims arising from Tenant's use of the Premises, or from the conduct of Tenant's business or from any activity, work, or things done, permitted, or suffered by Tenant in, on, or about the Premises or elsewhere, and shall further

indemnify and hold harmless the Landlord Parties from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Agreement, or arising from any negligence of Tenant, or any of Tenant's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding shall be brought against Landlord Parties by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damages to property or injury to persons, in, on, or about the Premises arising from any cause, and Tenant hereby waives all claims in respect thereof against any of the Landlord Parties.

- b. Except for the negligence and intentional misconduct of Tenant and/or any of the Tenant Parties (as hereinafter defined), Landlord shall indemnify and hold harmless Tenant and Tenant's officers, agents, employees, partners, successors, and assigns (collectively, the "Tenant Parties") from and against any and all claims arising from Landlord's use of the Premises, if any, or from the conduct of any activity, work, or things done, permitted, or suffered by Landlord in, on, or about the Premises, and shall further indemnify and hold harmless the Tenant Parties from and against any and all claims arising from any material breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Agreement, or arising from any negligence of Landlord, the Landlord Parties, or any of Landlord's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses, and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding shall be brought against Tenant by reason of any such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense by counsel satisfactory to Tenant.
- c. Tenant's and Landlord's respective indemnification obligations under this Agreement shall survive its termination.

12. CONFIDENTIALITY: Landlord will use its best efforts to stop the disclosure of any of Tenant's proprietary information to any other party over the term of this Agreement and for a period of three years after the Termination Date. Proprietary information includes but is not limited to nonpublic photos, video, or descriptions of Tenant's battery swapping station or its component pieces designated as being proprietary by Tenant, including any such information about the deployment or operation of Tenant's service.

13. GOVERNING LAW; VENUE: The laws of the State of California shall govern the validity, performance, and enforcement of this Agreement. The Parties consent to personal jurisdiction and venue in the state and judicial district in which the Premises are located. The courts of the State of California will have exclusive jurisdiction, and the Parties hereby agree to such exclusive jurisdiction.

14. SUCCESSORS: The provisions of this Agreement shall be binding upon and inure to the benefit of Landlord and Tenant, respectively, and their respective successors, assigns, heirs, executors, and administrators. Tenant agrees to become the tenant of Landlord's successor in interest under the same terms and conditions of its tenancy hereunder.

- 15. RELATIONSHIP OF PARTIES:** The Parties agree that the relationship between them is that of landlord and tenant and that Landlord is leasing space to Tenant. It is not the intention of the Parties to constitute, nor shall anything herein be construed as constituting, Landlord as a partner or joint venturer with Tenant.
- 16. AUTHORITY:** Landlord makes the following representations to Tenant, on which Tenant is entitled to rely in executing this Agreement: (i) Landlord is qualified to do business in the State of California and has the power to enter into this Agreement and the transactions contemplated hereby and to perform its obligations hereunder, and by proper resolution the signatory hereto has been duly authorized to execute and deliver this Agreement; and (ii) the execution, delivery, and performance of this Agreement and the consummation of the transactions herein contemplated shall not conflict with or result in a violation or breach of any indenture, mortgage, note, security agreement, or other agreement or instrument to which Landlord is a party or by which it is bound or to which any of its properties is subject.
- 17. PARTIAL INVALIDITY:** If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, the remainder of this Agreement shall not be affected thereby and there shall be added as part of this Agreement a replacement clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.
- 18. TAKING:** Should either of the Premises be taken, appropriated, or condemned for public purposes, or voluntarily transferred in lieu of condemnation, in whole or in such substantial part as to render either of the Premises unsuitable for Landlord's purposes or either of the Premises unsuitable for Tenant's purposes, including a material loss of access, the term of this Agreement shall, at the option of Landlord in the first instance and at the option of Tenant in the second instance, terminate when Tenant's right to possession is terminated. All compensation awarded for such taking of the fee and leasehold shall belong to and be the property of Landlord without any deduction therefrom for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title, and interest to any such award. However, Tenant shall have the right to recover from the condemning authority, but not from Landlord, such compensation as may be awarded to Tenant on account of interruption of Tenant's business, for moving and relocation expenses, and for depreciation to and removal of Tenant's goods and trade fixtures.

Notwithstanding the foregoing, Tenant shall have the right to terminate this Agreement if the condemnation renders either of the Premises unsuitable for Tenant's purposes, including a material loss of vehicular access to either of the Premises, or if 10% or more of either of the Premises is impaired. If Tenant elects to exercise its termination right hereunder, Tenant shall provide written notice thereof to Landlord within 30 days after the condemnation acquisition (or voluntary transfer in lieu of condemnation) has occurred, whereupon this Agreement shall be terminated effective as of the date of condemnation acquisition (or voluntary transfer in lieu of condemnation) and neither Party shall have any further rights or obligations hereunder (except for any obligations that expressly survive the termination of this Agreement).

Tenant shall have the right to make a separate claim in the condemnation proceeding for (i) the unamortized portion of any expenditures by Tenant for its improvements or alterations to either of

or federal government, or any school, sanitary, fire, street, drainage, or other improvement district thereof, levied against any legal or equitable interest of Landlord in the Premises, buildings, the land, or any portion thereof. The term "Real Estate Taxes" shall also include any tax, fee, levy, assessment, or charge, or any increase therein, imposed by reason of events occurring, or changes in applicable zoning, municipal, county, state, and federal laws, ordinances, and regulations, and any covenants or restrictions of record taking effect during the term of this Agreement, including but not limited to a change in ownership of the Premises, buildings, the land, or the improvements thereon (or any portion thereof), the execution of this Agreement, or any modification, amendment, or transfer thereof, and whether or not contemplated by the Parties hereto. It is acknowledged by Tenant and Landlord that Proposition 13 was adopted by the voters of the State of California in the June 1978 election and that assessments, taxes, fees, levies, and charges may be imposed by governmental agencies for such services as fire protection, street, sidewalk and road maintenance, and refuse removal, and for other governmental services formerly provided without charge to property owners or occupants. It is the intention of Tenant and Landlord that all such new and increased assessments, taxes, fees, levies, and charges and all similar assessments, taxes, fees, levies, and charges be included within the definition of Real Estate Taxes for purposes of this Agreement, including without limitation any increase in assessments, taxes, fees, levies, or charges resulting from a reassessment caused by or attributable to a change in ownership of the Premises, new construction, or any other cause. Tenant acknowledges that currently, no Real Estate Taxes are included in the Base Rent. If the County of San Mateo or any other taxing entity within San Mateo County imposes any form of Real Estate Taxes, such as a possessory interest tax, on either of the Premises due to this Agreement, Tenant shall pay such Real Estate Taxes.

- 22. NOTICE:** Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses of Landlord and Tenant set forth below, by one of the following methods: (i) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (ii) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (iii) registered United States mail, signature required and postage prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (iv) electronic transmission by email, provided that the transmission is completed no later than 4:00 p.m. Pacific Time on a business day. Any Party shall change its address for purposes of this Agreement by giving written notice as provided in this paragraph, and notices shall only be valid if delivered in the manner provided. All notices and demands delivered by a Party's attorney on a Party's behalf shall be deemed to have been delivered by said Party. For purposes hereof, Landlord's address for electronic transmission is rbreault@ci.brisbane.ca.us, and Tenant's address for electronic transmission is sites@ample.com

TENANT:

Ample, Inc.
Attn: Eric Sorensen
100 Hooper St., Suite 25
San Francisco, CA 94107

LANDLORD:

City of Brisbane
50 Park Place
Brisbane, CA 94005

Attn: Director of Public Works

Such addresses may be changed from time to time by any Party by providing notice to the other interested Parties as described above.

23. DEFAULT, BREACH, REMEDIES: A "Default" is a failure by Tenant to comply with or perform any of the terms, obligations, or conditions under this Agreement. A "Breach" is the occurrence of one or more of the following Defaults, and the failure of Tenant to cure such Default within 10 business days: (i) Tenant's failure to pay rent as provided in this Agreement; (ii) Tenant's failure to use the Premises as provided in this Agreement; (iii) Tenant's failure to maintain the Premises as provided in this Agreement; and (iv) Tenant's failure to obtain and maintain insurance as provided in this Agreement. If Tenant fails to cure the Breach after reasonable notice from Landlord to do so, or if, over a reasonable period of time, there are Breaches, regardless of whether such Breaches are cured, Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Agreement shall terminate and Tenant shall immediately surrender possession of the Premises.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth below.

AMPLE, INC. - TENANT

By: _____

Khaled Hassounah, CEO

CITY OF BRISBANE - LANDLORD

By: _____

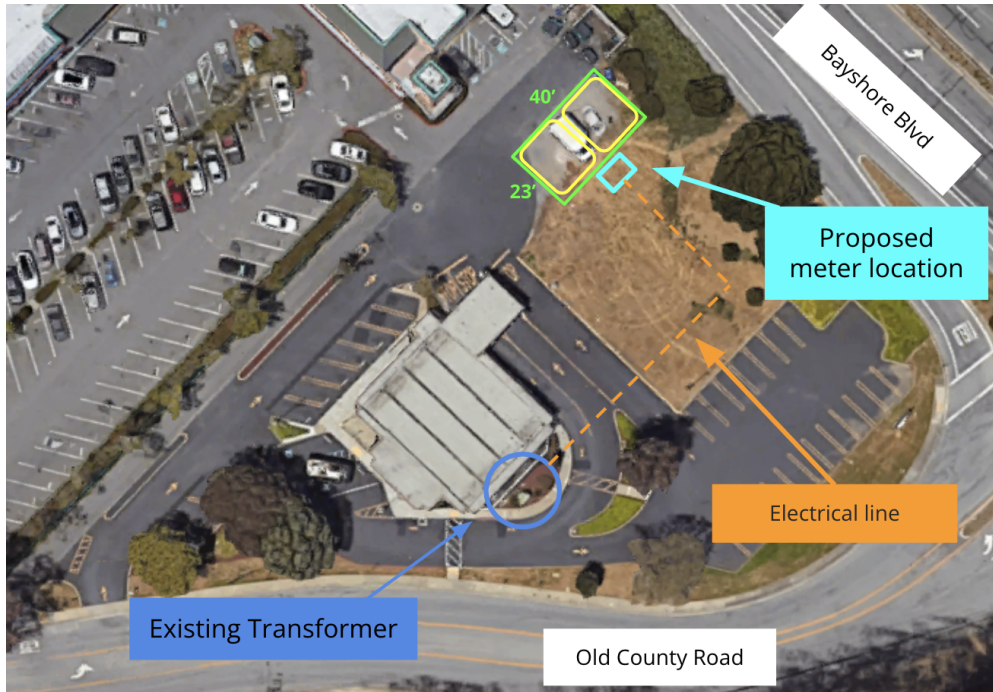
Clay Holstine, City Manager

Approved as to form:

By: _____

Thomas McMorrow, City Attorney

70 Old County Road, Brisbane, CA



Brisbane Marina, Brisbane, CA

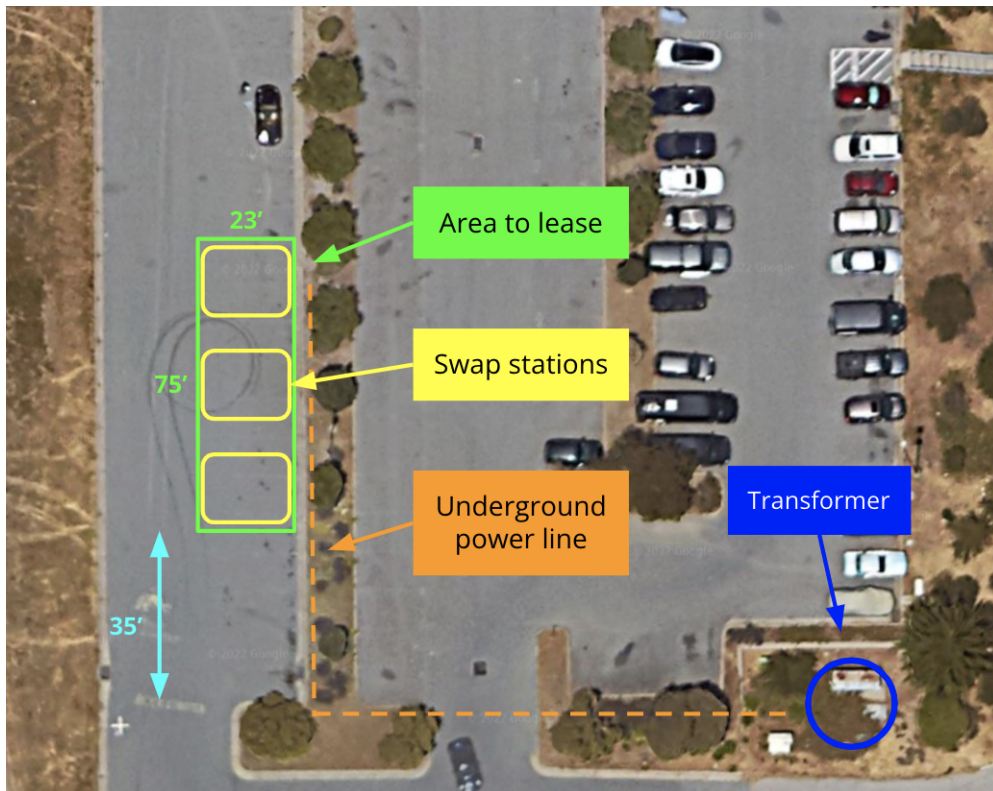


Exhibit B:

To the satisfaction of the City Engineer, Tenant shall:

Repair electrical utility trenches per City Standard Detail UT-1, except the backfill above the pipe zone shall be Class II slurry with added red oxide (or other approved pigment to indicate buried electrical conduit) .

Replaced asphalt section shall be equal to the existing AC thickness plus 1 inch (no less than 3 inches in any repair) and to the existing AB thickness.

Place above ground utility markers as required by the City Engineer.

Maintain active membership in Underground Service Alert and respond timely to requests for marking of underground utilities as required by Underground Service Alert and as required by Government Code, section 4216.



Brisbane Police Department

Memo

To: Honorable Mayor and City Council

From: Commander Mario Garcia

Date: February 7, 2023

Re: Ample Battery Site Visit

Staff Goal

- Determine if any ambient pollution occurs during a battery swap.

Purpose

During the visit, staff would observe a vehicle on an existing operational Ample site for a battery swap. The battery swap being videoed and monitored by a noise meter for any mechanical sound pollution to the ambient noise.

Background

Ample at previous council meeting requested to install several sites within the City of Brisbane. During the presentation, council directed staff to determine how much noise pollution took place during a battery swap of vehicle to aide the council in approving the installation request, amongst several other factors.

In order to complete the direction of the council, staff coordinated with Ample staff to visit a current site in another city where battery swaps have been occurring with customers. Brisbane Police Department staff members, which included Commander Mario Garcia and Code Enforcement Officer Wilfredo Munoz, met with Ample Deployment Strategy Senior Manager Eric Sorensen at their San Jose Site located at 1737 Junction Avenue.

The San Jose site was chosen as it was a site where it had the lowest ambient noise. The other sites were near freeway overpasses which had a high ambient content. This San Jose site was the quietest and as closest to a commercial ambient noise level. The commercial area where this site was located had the same ambient noise as if it was situated on Valley Drive. The vehicular traffic

consisted of delivery trucks along with vehicular traffic. There was no other ambient pollution such as large HVAC, construction, active loading docks, air traffic from planes to add to the ambient when we were present.

Fiscal Impact

There was no cost to the staff visit as it was conducted and coordinated within the hours of normal work for both members of the Brisbane Police Department. The equipment used was a noise meter and an iPhone 13 to capture video which are both city owned.

Findings

The process began with the vehicle already on the ramps ready for a battery swap. The process of the battery swap began with a hydraulic lift raising the vehicle off the vehicle ramp to obtain sufficient ground clearance for the batteries to be removed from underneath the vehicle. This was the highest the noise meter reading went up during the process which registered on the noise meter as 64 decibels. The average ambient in the area prior to the test was ranging between 58 to 60 decibels.

During the battery swap automated trays slide back and forth underneath the vehicle to lower batteries from the vehicle and vice versa raise them back into the vehicle. The sound of the trays moving back and forth registered between 56 to 58 decibels. It should be noted that the ambient in the area would fluctuate between 55 to 60 decibels.

The battery swap encountered an error during the visit. The error required a technician to respond to the site, as a result we concluded our visit. Prior to the error taking place we were able to observe all the major mechanical functions of a battery swap which included a vehicle lift, battery lower and raising of the mechanical robotic tray. The final determination was the battery swap added 4 decibels to the ambient level. The entire battery swap was estimated to take 10 to 12 minutes.



CITY COUNCIL AGENDA REPORT

Meeting Date: November 3, 2022

From: John Swiecki, Community Development Director

Subject: Ample Battery- Proposed Temporary Lease of City-Owned Parking Spaces

Community Goal/Result

Fiscally Prudent - Brisbane's fiscal vitality will reflect sound decisions which also speak to the values of the community

Purpose

To consider a proposal by Ample Battery to temporarily lease a limited number of city-owned parking spaces at Sierra Point and the former Bank of America site to install EV battery changing stations.

Recommendation

That the City Council authorize the City Manager to execute the attached lease agreement (See Exhibit 2).

Background/Discussion

Ample, Inc. is a California-based company with a goal to accelerate the transition to electric mobility by offering a modular and rapidly deployable EV battery swap system. More information about Ample and their platform is attached as Exhibit 1. After seven years of development, Ample launched the first deployment of battery swap stations and swap-enabled electric vehicles in the San Francisco Bay Area in early 2021. Ample is proposing to expand its network of battery swap stations with two new sites in Brisbane.

Ample proposes to lease approximately 1,725 square feet in the Brisbane Marina parking lot and 920 square feet next to the former bank building at 70 Old County Road for two years. At these two locations, Ample will deploy up to five EV battery swap stations. Each battery swap station sits atop level concrete, occupies two parking stalls, requires 100 kW electrical service, and can be deployed in just 1-2 weeks. The proposal was reviewed in August 2022 by the Economic Development Subcommittee (CMs Cunningham and Lentz) which recommended that it be forwarded to the City Council for consideration.

The attached agreement (Exhibit 2) establishes the lease terms and obligations, and has been approved by City Legal Counsel and the Public Works Director who manages the city-owned properties. Per the agreement Ample is responsible for all improvements required to serve their facilities.

The proposal would encompass 6 parking spaces at Sierra Point, which would not adversely impact the availability of public parking. The city has initiated a public space master planning process for Sierra Point and will soon initiate a community visioning process for the former Bank of America site. Both of these public processes will take time to time to complete and implement . Staff does not believe the limited 2-year lease term would interfere with any future redevelopment activities the City may choose to undertake on either of these sites.

Fiscal Impact

Per the lease agreement Ample will pay the City \$800/month per station. Assuming they deploy all 5 stations that equates to \$4000/month or \$48,000 over the 2-year lease term.

Measure of Success

Allowing a local green business to demonstrate and deploy an innovative EV charging technology through the temporary use of a small number of underutilized city-owned parking spaces.

Attachments

1. Ample Company and Project Description
2. **Proposed Lease Agreement** NIC



John Swiecki, Community Development Director

Clay Holstine, City Manager



EXHIBIT 1

Ample, Inc.
100 Hooper St., Suite 25
San Francisco, CA 94107

Ample, Inc. Briefing to City of Brisbane City Council

Purpose

This document provides an overview of Ample's existing investments in the City of Brisbane and the proposed deployment of Ample battery swapping stations for electric vehicles at two locations managed by the City of Brisbane.

Overview of Ample

Ample owns and operates a repowering system for electric vehicles (EVs) that provides a superior alternative to fast charging EVs for many use cases. The system is built around a swappable battery pack and automated swapping stations that enable cleaner, faster, more efficient operation of EVs. Ample manufactures key components of the system (swappable battery packs, adaptor kits, and swapping stations) and operates a network of swapping stations that support a subscription-based repowering service for EV fleets. Ample launched operations in March 2021, providing swap-enabled Nissan Leaf and Kia Niro EVs to rideshare drivers in the Bay Area.

Background on Battery Swapping

Battery swapping is a replacement for fast charging that is as fast, economical and convenient as gasoline. Ample's battery swapping system robotically removes depleted batteries from EVs, racks them for external recharging and replaces them with charged batteries in just minutes. While battery swapping is functionally equivalent to a gasoline station in terms of speed and utility, it generates no greenhouse gas emissions or criteria pollutants. Battery swapping also has significant advantages over public charging. It is much faster, so swapping reduces dwell times (for both driver and vehicle); it increases utilization rates for capital intensive electrical generation, transmission and distribution assets; and it provides grid-scale storage for renewables, demand response functions and other grid services.

Ample's Investments in the City of Brisbane

Ample has invested significantly in the City of Brisbane. It is currently working with local stakeholders to carry out two projects within the City: 1) expansion of Ample's existing fabrication facility and 2) deployment of multiple battery swapping stations. These projects will drive economic growth, create jobs for local residents and expand the City's tax base.

Brisbane Plant

Ample opened its Brisbane modular battery pack production facility (based in the Crocker Industrial Park) in 2022. By 2024, Ample estimates that annual production at the Brisbane Plant will be equivalent to approximately 14,400 EVs. Currently, Ample employs 20 people at the Brisbane Plant. Headcount is expected to increase to 31 within two years. This growth will bring well-paid jobs to the city and generate associated tax revenue. Ample has worked with City staff



and elected officials to secure a competitive manufacturing grant through the California Energy Commission's GFO-21-605 Zero-Emission Transportation Manufacturing Grant Program. The proposed grant project would result in positive economic impacts on the Brisbane community stemming from construction-related employment (short term) and additional manufacturing employment (long term). As a result of Ample's existing investments and positive experience collaborating with City officials, Brisbane is also a top contender for future investments in facilities to support Ample's manufacturing and operations. In the coming years, Ample will require millions of square feet of industrial space for on-vehicle components, battery Swapping station subsystems, and inventory warehouses, which will employ hundreds of workers. Ample looks forward to continuing to collaborate with the City and growing our local presence.

Battery Swapping Stations

The City of Brisbane is an ideal swapping station deployment site due to proximity to both U.S. Route 101 and San Francisco International Airport. Deploying Battery swapping stations in the City will strengthen Ample's relationship with Brisbane and directly benefit the local economy. Ample swapping stations will support the electrification of local business transport and delivery vehicles, and benefit businesses through increased customer traffic. It will also establish public EV infrastructure that will eventually serve Brisbane residents. Each of the proposed locations can serve up to 80 drivers per day per station. These drivers will patronize businesses located in the Brisbane Village Center.

Station Specifications

Energy Storage:

- Energy Chemistry: Lithium-ion (NMC)
- Energy Storage Capacity: up to 440 kWh

Electrical Specifications:

- Power (AC): 100 kW
- Voltage (AC) 3-phase 208/240V - 480V
- Current: 3-phase: 200 A service, 125 A typical
- Frequency: 50 / 60 Hz +/- 1%

Mechanical Specifications:

- Dimensions: 19' 0" (5782mm) x 16' 8" (5074mm) x 9' 6" (2901mm)
- Weight: 1,912 kg (4,215 lbs)
- Grading: < 2 degrees inclination

Environmental Specifications:

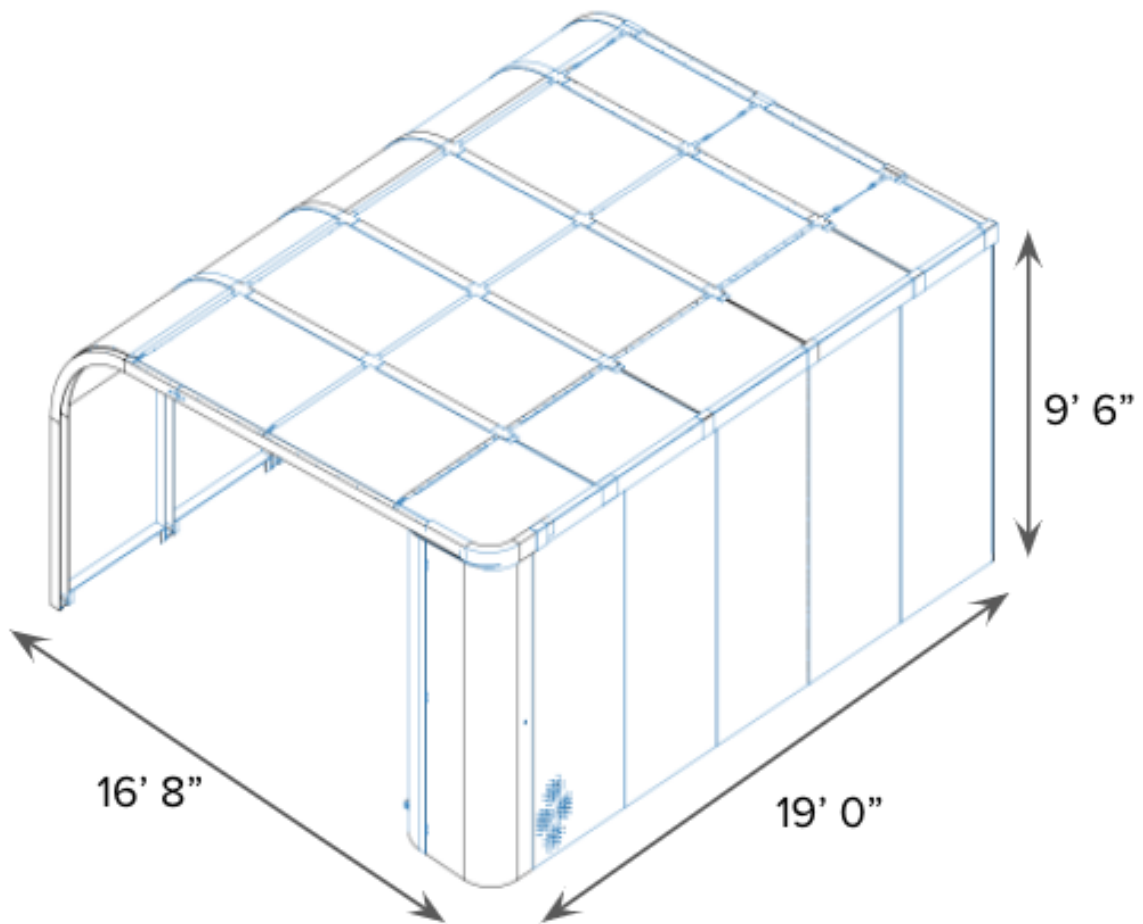
- Installation Location: Outdoor

Network and Compliance:

- Network Connection: Ethernet (preferred)/4G LTE
- Internet Speed: 10 mbps minimum

Adjacent space

- (Desired) 18' in front of station for easy turning radius
- 3" away from building structures or walls

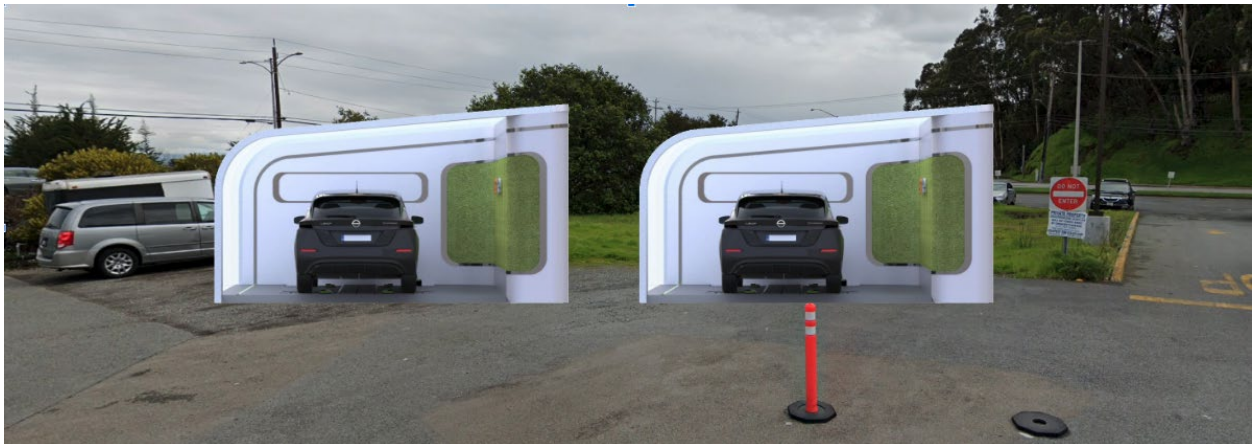


Visual Approximations

Brisbane Marina



70 Old County Rd





BRISBANE CITY COUNCIL

ACTION MINUTES

CITY COUNCIL MEETING

THURSDAY, NOVEMBER 3, 2022

VIRTUAL MEETING

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Mackin called the special meeting to order at 7:33 P.M. and led the Pledge of Allegiance.

ROLL CALL

Councilmembers present: Councilmembers Cunningham, Davis, Lentz, O'Connell and Mayor Mackin

Councilmembers absent: None

Staff Present: City Manager Holstine, City Clerk Padilla, City Attorney McMorrow, Community Development Director Swiecki, and Administrative Analyst Ibarra

REPORT OUT CLOSED SESSION

City Attorney McMorrow reported that Liability Claim Item D and E were denied by Council at their Closed Session Meeting on 11/3/22. He also reported that staff was also given direction, and no action was taken, at the Closed Session Meetings of October 20th, October 25th and October 26th, 2022.

ADOPTION OF AGENDA

Councilmember Davis made a motion, seconded by Councilmember Cunningham to approve the agenda as it stands. The motion was carried unanimously by all present.

Ayes: Councilmembers Cunningham, Davis, Lentz, O'Connell and Mayor Mackin

Noes: None

Absent: None

Abstain: None

AWARDS AND PRESENTATIONS

A. Native American Heritage Month Proclamation

Mayor Mackin declared November 2022 as Native American Heritage Month. And in tribute to the heritage of the Ohlone, called the greater community to learn to be wise and respectful stewards of this land.

ORAL COMMUNICATIONS NO. 1

No members of the public wished to make public comment.

CONSENT CALENDAR

B. Approve Adoption of a Resolution Declaring the Continued Need to Conduct City Council, Commission and Committee Meetings Remotely Due to Health and Safety Concerns for the Public

Councilmember O'Connell made a motion, seconded by Councilmember Lentz to approve Consent Calendar Item B. The motion was carried unanimously by all present.

Ayes: Councilmembers Cunningham, Davis, Lentz, O'Connell and Mayor Mackin

Noes: None

Absent: None

Abstain: None

NEW BUSINESS

C. Authorize the City Manager to execute a temporary lease of City-Owned Parking Spaces with Ample Battery

(The purpose of this item is to consider a proposal by Ample Battery to temporarily lease a limited number of city-owned parking spaces at Sierra Point and the former Bank of America site to install EV battery changing stations. If approved, per the lease agreement, Ample will pay the City \$800/month per station. Assuming they deploy all 5 stations that equates to \$4000/month or \$96,000 over the 2-year lease term.)

Community Development Director Swiecki reported that the purpose of this item is to consider a proposal by Ample Battery to temporarily lease a limited number of city-owned parking spaces at Sierra Point and the former Bank of America site to install EV battery changing stations.

After council questions, Eric Sorenson from Ample Battery presented on the temporary lease proposal.

City Clerk Padilla noted for the record that written correspondence was received from Dana Dillworth regarding New Business Item C.

Michele Salmon shared her concerns about waste, restrooms and hours of operation.

After council discussion, the Council directed staff and the applicant to return to Council and address their concerns on decibel levels, waste, restrooms, hours of operation, one flat fee not based on deployment of stations, and lighting.

STAFF REPORTS

D. City Manager's Report on Upcoming Activities

City Manager Holstine reported on the latest news and upcoming events in the City.

MAYOR/COUNCIL MATTERS

E. Consider Letter of Support for SamTrans Route 141 and 142

Jeffrey Tong, Candidate SB City Council District 1, wrote the Council to consider a letter of support for Sam Trans Route 141 and 142.

F. Countywide Assignments and Subcommittee Reports

Mayor and Council reported on their countywide assignments and subcommittee meetings.

G. City Council Meeting Schedule

The next City Council Meeting is a Closed Session Special Meeting on November 9, 2022.

Also, City Council Meeting, Closed Session, and Special Meetings are scheduled for November 17, 2022.

H. Written Communications

Council received the following written communication between October 21, 2022 through November 3, 2022:

- Jeffrey Tong (10/25/22) SamTrans (new) Route 141 & 142
- Rani Fischer, Santa Clara Valley Audubon Society (10/28/22) Dark Sky Symposium, Light at Night: A Glowing Hazard
- Alexis Salandanan, San Mateo County Transit District (11/2/22) SamTrans (new) Route 141 & 142
- Dana Dillworth (11/3/22) Item C Ample Battery

ORAL COMMUNICATIONS NO. 2

No members of the public wished to speak.

ADJOURNMENT

Mayor Mackin adjourned the meeting at 9:52 P.M.



Ingrid Padilla, City Clerk