UPLAND CITY COUNCIL

AGENDA
July 8, 2019
City Council Chamber

DEBBIE STONE, MAYOR
JANICE ELLIOTT, MAYOR PRO TEM
RICKY FELIX, COUNCILMEMBER
RUDY ZUNIGA, COUNCILMEMBER
BILL VELTO, COUNCILMEMBER

ROSEMARY HOERNING, INTERIM CITY MANAGER
JAMES L. MARKMAN, CITY ATTORNEY

DISRUPTION OF MEETINGS

Individuals who demonstrate disruptive conduct during City Council meetings that prevent the City Council from conducting its meeting in an orderly manner are guilty of a misdemeanor as stated in PC403, disrupting a public meeting, and are subject to removal from the chamber or arrest.

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6:00 PM - Closed Session

1. CALL TO ORDER AND ROLL CALL

2. ADDITIONS-DELETIONS TO AGENDA

3. ORAL COMMUNICATIONS

This is a time for any citizen to comment on item listed on the closed session agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit.

4. CLOSED SESSION

A. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

(Paragraph (1) of subdivision (d) of Government Code Section 54956.9)

Name of case: CITY OF UPLAND V. ALL PERSONS INTERESTED IN THE MATTER OF THE VALIDITY AND THE CONFIRMATION OF PROCEEDINGS RELATED TO THE AGREEMENT FOR PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS BETWEEN THE CITY OF UPLAND AND SAN ANTONIO MEMORIAL HOSPITAL TO SELL APPROXIMATELY 4.631 ACRES OF REAL PROPERTY ADDRESSED AS 1299 SAN BERNARDINO ROAD (A PORTION OF ASSESSOR'S PARCEL NO. 1046-183-01).

San Bernardino Superior Court Case No. CIVDS1812143

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7:00 PM

5. INVOCATION

Sohelia Azizi, Baha'i Faith of Upland

6. PLEDGE OF ALLEGIANCE

7. PRESENTATIONS

8. CITY ATTORNEY

9. ORAL COMMUNICATIONS

This is a time for any citizen to comment on any item listed on the agenda only. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. Speakers will be given five (5) minutes during public hearings. The use of visual aids will be included in the time limit.

10. COUNCIL COMMUNICATIONS

11. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the legislative body request specific items be removed from the Consent Calendar for separate action.

A. APPROVAL OF MINUTES

Approve the Special Joint Workshop Minutes of June 17, 2019 and the Regular Meeting Minutes of June 24, 2019. (Staff Person: Keri Johnson)

B. TREASURER'S REPORT MAY 2019

Receive and file the May 2019 Treasurer's Reports. (Staff Person: Londa Bock-Helms)

C. APPROVAL OF AN AGREEMENT WITH MCMURRAY STERN AND APPROPRIATION OF DESIGNATED FUNDS FOR HIGH DENSITY MOBILE STORAGE SYSTEM

Approve an agreement with McMurray Stern for the purchase of a high density mobile storage system and authorize the City Manager to execute the agreement in the amount of $77,940.20 and a 10% contingency for a total of $85,000; and carry over budget from FY 2018-19 to FY 2019-20. (Staff Person: Keri Johnson)

12. PUBLIC HEARINGS

13. COUNCIL COMMITTEE REPORTS

14. BUSINESS ITEMS

A. DISCUSSION OF PLANNING COMMISSIONER APPOINTMENT PROCESS

Provide direction to staff regarding the appointment process for the Planning Commission. (Staff Person: Keri Johnson)

B. CONSIDERATION OF A RESOLUTION SUPPORTING BALANCED ENERGY SOLUTIONS AND LOCAL CHOICE

Adopt a Resolution supporting balanced energy solutions and maintaining local control of energy solutions. (Staff Person: Rosemary Hoerning)

15. ORAL COMMUNICATIONS

This is a time for any citizen to comment on any item not listed on the agenda. Anyone wishing to address the legislative body is requested to submit a speaker card to the City Clerk at or prior to speaking. The speakers are requested to keep their comments to no more than three (3) minutes. The use of visual aids will be included in the time limit. Public comments and questions for the purpose of hearing current matters of concern in our community and to provide citizens a method for the public to hear those concerns in an open venue is encouraged. However, under the provisions of the Brown Act, the City Council is prohibited from discussion of items not listed on the agenda, and therefore, the City Council, City Manager, or City Attorney will take communications under advisement for consideration and appropriate response or discussion at a later time.

16. CITY MANAGER

17. ADJOURNMENT

The next regularly scheduled City Council meeting is Monday, July 22, 2019.

NOTE: If you challenge the public hearing(s) or the related environmental determinations in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Upland, at, or prior to, the public hearing.

All Agenda items and back-up materials are available for public review at the Upland Public Library, downstairs reference desk at 450 North Euclid Avenue, the City Clerk's Office at 460 North Euclid Avenue and the City website at www.ci.upland.ca.us, subject to staff's ability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office, 931-4120. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

POSTING STATEMENT: On July 3, 2019 a true and correct copy of this agenda was posted on the bulletin boards at 450 N. Euclid Avenue (Upland Public Library) and 460 N. Euclid Avenue (Upland City Hall).

MINUTES OF A SPECIAL JOINT WORKSHOP OF THE UPLAND CITY COUNCIL, THE PLANNING COMMISSION, AND THE AIRPORT LAND USE COMMITTEE JUNE 17, 2019

1. CALL TO ORDER AND ROLL CALL OF THE CITY COUNCIL

The special meeting of the Upland City Council was called to order by Mayor Debbie Stone at 6:00 p.m. in the Council Chamber of the Upland City Hall.

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, Bill Velto, and Rudy Zuniga

2. CALL TO ORDER AND ROLL CALL OF THE PLANNING COMMISSION AND AIRPORT LAND USE COMMITTEE

The special meeting of the Upland Planning Commission and Airport Land Use Committee was called to order by Chairperson Gary Schwary at 6:01 p.m. in the Council Chamber of the Upland City Hall.

Present: Chair Gary Schwary, Vice-Chair Robin Aspinall, Commissioners/Committee Members Alexander Novikov and Yvette Walker. Committee Member Campbell

Absent: Commissioner/Committee Members Carolyn Anderson, Linden Brouse, and Shelly Verrinder

Staff: Acting City Manager Rosemary Hoerning, Assistant City Attorney Steven Flower, and City Clerk Keri Johnson

3. ORAL COMMUNICATIONS

Kristeen Dowdall, Upland, stated concerns regarding increased traffic, demands on the infrastructure and impacts to quality of life for the residents.

Jerry Dowdall, Upland, stated that Upland is a bedroom community and the proposed project would turn it into a transportation hub. He further stated that the streets are designed for truck traffic and are already congested.

Barbara Papa, Upland, stated opposition to the increased truck traffic and stated concerns about nearby schools and parks being impacted by increased air pollution.

Natasha Walton, Upland, stated concern over whether there would be a full environmental impact report on the project and questioned what types of businesses would be operating at the site.

Commissioner/Committee Member Verrinder arrived at 6:13 p.m.

Mike Nunez, stated opposition to the project and further stated that his daughter has respiratory issues and his family would be drastically impacted by this project.

Stephen Dunn, Upland, stated opposition to truck traffic on 13th Street and requested changes to the proposed project.

Dede Ramella, questioned why the project was being proposed for Upland and why condominiums or apartments were not being considered for the location.

April McCormick, stated concerns about the traffic impact and questioned what business would be leasing the property.

Glenn Bozar, stated the primary issues with the project are the increased traffic and negative impacts to the environment and requested more public workshops to discuss the project.

4. PRESENTATION OF A PROPOSED DEVELOPMENT BY BRIDGE DEVELOPMENT PARTNERS, LLC.

Development Services Director Dalquest presented the staff report, along with a PowerPoint, which is on file in the City Clerk's office.

He then introduced Brendan Kotler, VP of Development, and Angela Noah, Manager of Development with Bridge Development Partners, LLC who provided an overview of the proposed development along with a PowerPoint Presentation, which is on file in the City Clerk's office.

There was discussion on the truck routes, traffic impacts, the potential for smaller industrial buildings instead of large warehouses, potential environmental impacts, and future workshops to get more community input on the project.

5. ADJOURNMENT

Mayor Stone adjourned the meeting at 8:02 p.m. The next regular meeting of the City Council is Monday, June 24, 2019. The next regular meeting of the Planning Commission is Wednesday, June 26, 2019.

SUBMITTED BY: Keri Johnson, City Clerk

APPROVED: July 8, 2019

MINUTES OF THE REGULAR MEETING OF THE
UPLAND CITY COUNCIL
JUNE 24, 2019

OPENING The regular meeting of the Upland City Council was called to order by Mayor Debbie Stone at 6:00 p.m. in the Council Chamber of the Upland City Hall.

1. ROLL CALL

Present: Mayor Debbie Stone, Council Members Janice Elliott, Ricky Felix, Bill Velto, and Rudy Zuniga

Staff: Interim City Manager Rosemary Hoerning, City Attorney James L. Markman, and City Clerk Keri Johnson

2. ADDITIONS/DELETIONS TO AGENDA None

3. ORAL COMMUNICATIONS None

4. CLOSED SESSION

At 6:01 p.m. Mayor Stone announced the City Council would recess to Closed Session pursuant to Government Code Section

A. CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (WORKER'S COMP CLAIM)

(Paragraph (1) of subdivision (d) of California Government Code Section 54956.9)
Claimant: Christopher Hilliard
Agency: City of Upland

B. CONSIDERATION OF PUBLIC EMPLOYEE EVALUATION AND CONSIDERATION OF CONTRACT APPOINTING INTERIM CITY MANAGER pursuant to Government Code Section 54957

Title: Acting City Manager and Interim City Manager

The City Council reconvened in open session at 7:00 p.m.

5. INVOCATION Deacon Richard Simpson, St. Anthony's Catholic Church

6. PLEDGE OF ALLEGIANCE Assistant Fire Chief Birchfield

7. PRESENTATIONS

Certificates of Recognition were presented to Lion's Heart Group GB2022 for their leadership in contributing to our community.

Tim Watkins of San Bernardino County Transportation Authority presented a project preview of the I-10 Corridor Project.

8. CITY ATTORNEY

City Attorney Markman announced the following from Closed Session: Item 4B, the City Council voted unanimously in favor of an employment agreement with Rosemary Hoerning as Interim City Manager through December 31, 2019.

9. ORAL COMMUNICATIONS

Dede Ramella, stated support for the Police Chief's vision for addressing the homeless issues in the City.

Karen May, Upland, stated she would like to see additional community meetings to discuss the options for homeless services.

Steve Bierbaum, Upland, stated support for the Police Department utilizing the HEAP grant funds to hire an employee to provide homeless outreach services in the City.

Mike Nunez, stated support for the Police Department utilizing the HEAP grant funds to hire an employee to provide homeless outreach services in the City.

Brigitte James, questioned why the City was not reissuing the request for proposals for homeless outreach services and stated opposition to the City hiring a full time employee to provide the services.

Carlos Garcia, Upland, stated support for the Police Department utilizing the HEAP grant funds to hire an employee to provide homeless outreach services in the City.

10. COUNCIL COMMUNICATIONS

Councilmembers announced various activities throughout the community, including providing an update on the meetings they attended.

11. CONSENT CALENDAR

Motion by Councilmember Elliott to approve the Consent Calendar, seconded by Councilmember Velto, and carried unanimously.

A. APPROVAL OF WARRANT AND PAYROLL REGISTERS MAY 2019

Approved the May Warrant Registers and Direct Disbursements (check numbers 25240-25649) totaling $4,823,309.16 and Payroll Registers totaling $1,214,563.42 (check Numbers 160614-160648 and EFTs 14769-15257).

B. APPROVAL OF MINUTES

Approved the Special Meeting Minutes of June 10, 2019 and the Regular Meeting Minutes of June 10, 2019.

C. ACCEPTANCE OF PUBLIC IMPROVEMENTS FOR PARCEL MAP 19667 by PAMA MANAGEMENT

Accepted the public improvements; and approved the release of the Labor and Materials Bonds and the private Faithful Performance Bond posted by PAMA

Management for Parcel Map 19667; and reduced the Public Faithful Performance Bond to twenty-five percent (25%) for the guarantee.

D. AMENDMENTS TO THE PROGRAM GUIDELINES FOR THE COMMERCIAL REHABILITATION PROGRAM (CRP) AND THE EMERGENCY REPAIRS PROGRAM (ERP).

Approved Resolution No. 6493 adopting amended program policies with respect to the Commercial Rehabilitation Program; and approved Resolution No. 6494 adopting amended program policies with respect to the Emergency Repair Program.

E. SOLID WASTE COLLECTION, PROCESSING AND DISPOSAL SERVICES

Chose not to initiate the process to commence the solid waste service contract wind down period with Burrtec Waste Industries, Inc.

F. APPOINTMENT OF CLAIMS ADMINISTRATORS FOR THE CITY'S WORKERS' COMPENSATION AND SELF INSURANCE PROGRAMS

Adopted Resolution No. 6495 approving the amendments to the professional services agreements with Keenan and Associates to provide Workers' Compensation Claims Management Services and for Carl Warren & Company to provide Claims Management Services for the City's Self Insurance Program; and authorized the Acting City Manager to execute all related documents.

G. APPROVE AMENDMENT TO AGREEMENT WITH HDL COMPANIES TO PROVIDE BUSINESS LICENSE COMPLIANCE AND OPERATIONS MANAGEMENT

Approved the first amendment to extend the original agreement with HdL Companies (HdL) to provide the City with a Business License Compliance and Operations Management Program for one additional year.

12. PUBLIC HEARINGS None

13. COUNCIL COMMITTEE REPORTS None

14. BUSINESS ITEMS

A. ISSUANCE OF SPECIAL TAX BONDS FOR COMMUNITY FACILITIES DISTRICT NO. 2015-1 (SYCAMORE HILLS), IMPROVEMENT AREA NO. 1

Development Services Director Dalquest introduced Doug Anderson of Urban Futures who presented the staff report, which is on file in the City Clerk's Office.

There Council questioned whether there was any benefit to the City by forming community facilities districts and there was the suggestion to look into alternatives for future developments.

Motion by Councilmember Elliott to adopt Resolution No. 6496 to authorize the issuance of its Special Tax Bonds, Series 2019 (Improvement Area No. 1), and approving certain documents and taking certain other actions in connection

therewith, seconded by Mayor Stone, and carried with Councilmember Zuniga opposed.

B. MEMORANDUM OF UNDERSTANDING AUTHORIZING COLLABORATION WITH GRID ALTERNATIVES INLAND EMPIRE TO CONDUCT NO COST SOLAR INSTALLATION FOR LOW TO MODERATE INCOME HOMEOWNERS WITHIN CITY LIMITS

Development Services Director Dalquest presented the staff report, which is on file in the City Clerk's Office. He then introduced Yoselyn Sanchez, Outreach Coordinator and Kari H'Orvath, Outreach Manager with GRID alternatives who presented a video and PowerPoint presentation, and then answered questions from the Council regarding the program.

There was discussion on the program guidelines, the power purchase agreement, maintenance and warranty, and income verification.

Motion by Councilmember Felix to adopt Resolution No. 6497 establishing a partnership with GRID Alternatives Inland Empire to promote community participation in their no-cost solar photovoltaic system installation program for eligible low- to moderate-income Upland homeowners; and authorize the acting City Manager to execute a Memorandum of Understanding with GRID Alternatives for the purpose of providing no-cost solar systems for all qualifying residents, seconded by Councilmember Zuniga, and carried unanimously.

C. PROPOSED ANNUAL BUDGET FOR FISCAL YEAR 2019-20

Acting Administrative Services Director Bock-Helms presented the staff report, which is on file in the City Clerk's Office.

There was discussion on making changes to the capital improvement program, needed street repairs, legal fees, and undergrounding of utilities.

Motion by Councilmember Felix to approve the budget with an amended Capital Improvement Program.

There was the suggestion to bring back the Capital Improvement Program at a later date to allow the Council to consider which streets are in the most urgent need of repair.

Councilmember Felix amended the motion to approve Resolution No. 6498 adopting the Fiscal Year 2019-20 Annual Budget, seconded by Councilmember Zuniga, and carried unanimously.

At 9:41 p.m. Mayor Stone called a recess and the City Council reconvened in open session at 9:46 p.m.

D. PROPOSED FISCAL YEAR 2019-20 ANNUAL APPROPRIATION LIMIT

Acting Administrative Services Director Bock-Helms presented the staff report, which is on file in the City Clerk's Office.

Motion by Councilmember Elliott to adopt Resolution No. 6499 approving the calculation of the Fiscal Year 2019-20 Appropriations Limit, seconded by Councilmember Felix, and carried unanimously

E. PROVIDE DIRECTION FOR USE OF H.E.A.P. (HOMELESS EMERGENCY AID PROGRAM) GRANT FUNDS

Recreation Services Manager Story presented the staff report, which is on file in the City Clerk's Office.

There was discussion on the timelines associated with the HEAP grant, and the public workshop.

Police Chief Goodman addressed issues faced by the Police Department in addressing homeless issues and the advantages to having a full time civilian staff member to assist the Police Department with homeless outreach.

Motion by Councilmember Felix, to direct staff to proceed with recruitment and hiring of a full time grant funded staff member for homeless outreach, seconded by Councilmember Elliott, and carried unanimously.

15. ORAL COMMUNICATION (items not on the agenda)

Alexander Novikov, Upland, suggest the City create a cultural and recreation center with arts, dining, retail and daycare to stimulate economic development.

Steve Bierbaum, Upland, questioned the City's contract with the Zappia Law Firm and the not to exceed amount of the contract.

Larry Abramson, Upland, stated the City should not have approved the expansion of San Antonio Regional Hospital without requiring adequate parking; and further stated that the City needs to work with the hospital to assist them to assist the community.

16. CITY MANAGER

Interim City Manager Hoerning announced the dates of upcoming community outreach events and workshops related to the grant application for Memorial Park.

17. ADJOURNMENT

Mayor/Chairperson Stone adjourned the meeting at 10:42 p.m. The next regularly scheduled City Council meeting is Monday, July 8, 2019.

SUBMITTED BY Keri Johnson, City Clerk

APPROVED July 8, 2019

STAFF REPORT

ITEM NO. 11.B.

DATE:	July 8, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING INTERIM CITY MANAGER
PREPARED BY:	LONDA BOCK-HELMS CPA, ACTING ADMINISTRATIVE SERVICES DIRECTOR
SUBJECT:	TREASURER'S REPORT MAY 2019

RECOMMENDED ACTION

It is recommended that the City Council receive and file the May 2019 Treasurer's Report.

GOAL STATEMENT

The proposed action supports the City's goal to manage the City's resources in a fiscally responsible manner.

BACKGROUND

Per California Government Code Section 53646(b), the City's treasurer or fiscal officer shall render a treasurer's report to the City Council (at a minimum) on a quarterly basis. This report shall include the type of investment, issuer, date of maturity, par and dollar amount invested on all securities, current market value as of the date of the report, investments and monies held by the local agency and shall additionally include a description of any of the local agency's funds, investments, or programs, that are under the management of contracted parties, including lending programs. The report shall state compliance to the City's investment policy (approved June 10, 2019) and shall include a statement noting the City's ability to meet its expenditure requirements for the next six months.

ISSUES/ANALYSIS

The submission of the monthly Treasurer's Report is a compliance measure.

FISCAL IMPACTS

There is no fiscal impact associated with this action.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Treasurer's Report May 2019

RECEIVED

JUN 24 2019

CITY MANAGER'S OFFICE

TREASURY REPORT

City of Upland - Successor Agency - Public Financing Authority

For Period Ended
May 31, 2019

Investment Portfolio	Cost	Par Value	Market Value	% of Portfolio
State Local Agency Investment Fund	$ 22,807,024	N/A	$ 22,957,702	24.5%
Bank Accounts and Change Funds	11,125,069	N/A	11,125,069	11.9%
ABS-Corporate Paydown Securities	-	N/A	-	0.0%
Money Market Fund	8,705,028	N/A	8,705,028	9.3%
Government Agency Securities	36,212,878	37,255,000	36,196,610	38.8%
Corporate Bonds	13,294,430	13,178,000	13,334,847	14.3%
US Treasury	998,113	1,205,000	994,388	1.1%
Total Cash and Investments	$ 93,142,542	$ 51,638,000	$ 93,313,644	100.0%

PARS Investment Portfolio	Cost	Market Value	% of Portfolio
115 Trust-OPEB Investment as of 5/31/19	1,080,247	1,080,247	14.2%
Pension Trust Investment as of 5/31/19	6,543,292	6,543,292	85.8%
Total Cash and Investments	$ 7,623,538	$ 7,623,538	100.0%

Weighted Average Days to Maturity	286.47

Blended Yield:	2.210%
Benchmarks:	
LAIF	2.449%
2yr U.S. Treasury	1.950%
5yr U.S. Treasury	1.930%

Restricted Funds with Fiscal Agent	Book Value	Market Value
Water System Lease Revenue Refunding Bonds 2011	11	11
Colonies CFD Area #2 2015	2,071,439	2,071,439
Colonies CFD Area #1 2012	2,761,987	2,761,987
Upland 54 CFD 2004	242,144	242,144
Successor Agency TAN 2013 / TAN 2016- Merged Project	2,455,920	2,455,920
Harvest at Upland CFD 2016-1	8,308,006	8,308,006
Total Restricted Funds	$ 15,839,507	$ 15,839,507

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council in June 2018.

2. The City has the ability to meet its budgeted expenditures for the next six months.

3. The market values for funds held in banking institutions do not change. The amounts listed as market values for these items are the same as their book values.

4. The book value for the State Pool is the withdrawal value provided by the State Treasurer. The market value of funds held by the State Treasurer equates to the City's pro-rata share of the market value of the entire State Pool.

5. Sources for current market valuation are Account Statements and the Wall Street Journal GNMA Mortgage rates on the last trading day of the month.

6. This report meets the requirements of Government Code Section 53646.

Linda Bock

Reviewed by Finance Officer

6/20/19

Date

Larry Kinley

City Treasurer

6-24-19

Date

 Prepared By: Angela Durham

TREASURY REPORT

City of Upland - Successor Agency - Public Financing Authority

State Local Agency Investment Fund

For Period Ended
May 31, 2019

Fund or Account		Account Balance	Market Value (See Note 4)
City	98-36-942	22,807,024	
	Totals	**$ 22,807,024**	**$ 22,957,702**
Yield for Period Ended	**5/31/2019**	**2.449%**	

TREASURY REPORT

City of Upland - Successor Agency - Public Financing Authority

Bank Accounts and Change Funds

For Period Ended
May 31, 2019

Account Name	Institution	Insured Deposits	Collateralized Deposits	Total Deposits
Petty Cash City of Upland	City of Upland	$ -	$ 11,880	$ 11,880
City of Upland Payroll Zero Balance Account	Chase	-	-	-
City of Upland Checking Account	Chase	250,000	7,857,509	8,107,509
City of Upland Successor Agency	Chase	-	3,005,680	3,005,680
	Totals	**$ 250,000**	**$ 10,875,069**	**$ 11,125,069**

TREASURY REPORT
City of Upland - Successor Agency - Public Financing Authority
For Period Ended
May 31, 2019

Investment	Purchased From	Cusip #	Cost	Market Value	Stated Rate	Maturity Date
	Government Securities					
FHLB	Wells Fargo Sec LLC	313379EE5	202,912	199,956	1.625%	6/14/2019
FHCB	Keybanc Capital Mkt Inc	3133EFW52	200,854	199,806	1.150%	7/1/2019
FHLMC	Bnp Paribas Securities	3137EADK2	198,576	199,646	1.250%	8/1/2019
FHLB	Wells Fargo Sec LLC	313380FB8	101,020	99,712	1.375%	9/13/2019
FFCB	Federal Farm Credit Bks	3133EHKA0	1,500,000	1,496,085	1.400%	9/23/2019
FHLMC	Morgan Stanley & Co	3137EADM8	198,617	199,276	1.250%	10/2/2019
FNMA	Deutsche Bank Sec Intl	3135G0R39	1,485,675	1,491,825	1.000%	10/24/2019
FHLB	Wells Fargo Sec LLC	3130AA3R7	1,498,710	1,493,475	1.375%	11/15/2019
FHLB	Wells Fargo Sec LLC	3130A0JR2	205,698	200,060	2.375%	12/13/2019
FHLB	Wells Fargo Sec LLC	3130A7PU3	199,088	198,106	1.200%	4/6/2020
FFCB	Wells Fargo Sec LLC	3133ECPD0	204,100	203,508	1.420%	5/13/2020
FHLB	Federal Home Loan Bks	3130ADPR7	2,500,000	2,500,375	2.500%	9/15/2020
FHLB	Federal Home Loan Bks	313382J53	1,508,501	1,493,565	1.750%	9/28/2020
FNMA	Deutsche Bank Sec Intl	3135G0RM7	1,499,295	1,490,730	1.630%	10/30/2020
FNMA	Deutsche Bank Sec Intl	3135G0F73	1,492,515	1,487,520	1.500%	11/30/2020
FFCB	Federal Farm Credit Bks	3133EHYU1	1,236,313	1,245,775	1.840%	9/13/2021
FNMA	Deutsche Bank Sec Intl	3135G0Q89	1,481,400	1,479,390	1.375%	10/7/2021
FFCB	Federal Farm Credit Bks	3133EFPT8	2,020,180	1,998,120	1.960%	11/19/2021
FHLB	Federal Home Loan Bks	3130AFCU9	1,500,000	1,505,910	3.125%	11/26/2021
FHLB	Federal Home Loan Bks	3130AGCU7	1,500,000	1,504,425	2.550%	5/6/2022
FHLMC	Morgan Stanley & Co	3134GSFS9	2,500,000	2,500,125	2.375%	9/6/2022
FFCB	Federal Farm Credit Bks	3133EHYB3	1,232,838	1,248,200	1.940%	9/12/2022
FHLB	Federal Home Loan Bks	3130ACH72	1,247,738	1,248,450	2.260%	10/4/2022
FFCB	Federal Farm Credit Bks	3133EHF73	1,248,850	1,250,013	2.280%	10/17/2022
FHLMC	Federal Home LN Corp	3134GB3A8	1,500,000	1,500,435	2.250%	11/28/2022
FHLB	Wells Fargo Sec LLC	3130ACX82	1,250,000	1,250,013	2.375%	12/5/2022
FHLMC	Morgan Stanley & Co	3134GTKX0	2,000,000	2,004,000	2.780%	10/30/2023
FHLB	Federal Home Loan Bks	3130AFYU5	1,000,000	1,000,050	3.000%	3/7/2024
FHLMC	Morgan Stanley & Co	3134GTDW0	2,000,000	2,006,620	2.750%	4/30/2024
FHLMC	Morgan Stanley & Co	3134GTPF4	1,500,000	1,501,440	2.700%	5/22/2024
	Government Securities Subtotal		36,212,878	36,196,610		
	Money Market Fund					
	City of Upland					
	US Bank	31846V203	8,705,028	8,705,028	0.93%	N/A
	Money Market Fund Subtotal		8,705,028	8,705,028		
	Corporate Bonds					
	Bank of India New York Branch	06279KML7	250,000	250,000	2.350%	6/5/2019
	RBS Citizens NA CD	75524KLS1	250,000	250,035	2.450%	7/9/2019
	Berkshire Bank CD	084601SB0	250,000	249,990	2.300%	7/15/2019
	Mechanics Bank CD	583614BN1	250,000	250,020	2.400%	7/23/2019
	Microsoft Note	594918BN3	119,876	119,701	1.100%	8/8/2019
	Paccar Financial Corp Note	69371RN36	90,000	89,744	1.200%	8/12/2019
	Bank India New CD	06279KSJ6	250,000	250,110	2.600%	8/28/2019
	First Fid Bank Oklahoma City CD	32024FAB7	250,000	251,873	2.850%	9/14/2019
	Safra National Bank CD	78658Q3T8	250,000	250,078	2.500%	9/16/2019
	Preferred Bank CD	740367GU5	250,000	250,118	2.550%	9/20/2019
	BMO Harris CD	05581WJ22	250,000	250,145	2.600%	9/30/2019
	Lakeside Bank CD	51210SPT8	250,000	249,993	2.400%	10/30/2019
	USNY Bank CD	90344LEQ8	250,000	250,230	2.650%	11/5/2019
	Wex Bank Midvale CD	92937CHF8	250,000	250,175	2.550%	12/13/2019

TREASURY REPORT
City of Upland - Successor Agency - Public Financing Authority
For Period Ended
May 31, 2019

Investment	Purchased From	Cusip #	Cost	Market Value	Stated Rate	Maturity Date
	Bank Baroda New CD	06063HBF9	250,000	250,508	2.800%	12/27/2019
	The Fahey CD	303117CQ6	250,000	250,120	2.500%	1/10/2020
	Union Bank CD	90520VAG8	250,000	250,360	2.650%	1/16/2020
	Merrick Bank CD	59013J5A3	250,000	250,440	2.700%	1/21/2020
	Valley N B CD	919853BX8	250,000	250,473	2.700%	2/7/2020
	Iberia Bank CD	45083ALH3	250,000	250,700	2.800%	3/2/2020
	Compass BK CD	20451PWE2	250,000	250,695	2.800%	3/4/2020
	Bank of OZK C D	06417NGZ0	250,000	249,808	2.350%	4/9/2020
	United Bankers CD	909557HZ6	250,000	250,958	2.850%	5/19/2020
	Brookline Bank CD	11373QFU7	250,000	251,103	2.900%	5/29/2020
	First Financial CD	32021SFP6	250,000	251,168	2.900%	6/26/2020
	Ally Bank Midvale Utah	02007GDM2	250,875	250,778	2.750%	6/29/2020
	TCF National Bank CD	87227RCN2	250,000	250,380	2.600%	7/2/2020
	Wells Fargo Bank CD	949763SP2	249,873	250,970	2.800%	7/27/2020
	Bank Pontiac ILL C D	064455AM0	250,000	249,668	2.350%	8/14/2020
	State Street Bank Note	857477AS2	103,593	100,166	2.550%	8/18/2020
	Bank of Hope CD	062683BX4	250,000	251,058	2.800%	9/14/2020
	Comenity CAP BK CD	20033AXY7	250,000	248,385	2.000%	10/23/2020
	First Internet CD	32056GDD9	250,000	252,010	3.000%	12/28/2020
	JP Morgan Chase CD	48128F4V1	250,000	250,865	3.000%	1/8/2021
	Live Oak CD	538036DX9	250,000	252,130	3.000%	2/9/2021
	Eagle Bank CD	27002YDY9	250,000	251,563	2.800%	3/8/2021
	CitiBank NA CD	17312QH93	250,000	251,160	2.750%	4/12/2021
	Capital One NA CD	14042RFV8	246,218	247,263	2.250%	5/24/2021
	B Bay LLC Promissory Notebal	05580ANK6	250,000	252,535	3.000%	7/13/2021
	Abacus Federal CD	00257TBA3	250,000	252,125	2.900%	8/31/2021
	Wells Fargo Bank CD	949763LT1	250,000	248,335	2.250%	12/8/2021
	Synchorony Bank CD	87164WYK8	250,000	251,103	2.700%	3/8/2022
	Sterling Bank CD	85916VCW3	250,000	253,783	3.100%	3/9/2022
	Morgan Stanley CD	61690UFC9	250,000	251,773	2.800%	3/14/2022
	American CD	02587DN38	249,675	244,403	2.400%	4/5/2022
	First Northeast CD	33583FAB8	239,570	243,305	2.000%	4/19/2022
	Old Missouri CD	68002LBL1	250,000	253,943	3.100%	5/5/2022
	American Express CD	02587CFU9	250,000	247,285	2.400%	8/29/2022
	BMO Harris CD	05581WN35	250,000	250,325	2.850%	9/14/2022
	Apple Inc	037833DE7	494,750	499,075	2.400%	1/13/2023
	Goldman Sachs CD	38148PYQ4	250,000	251,428	2.800%	2/28/2023
	Sallie Mae Bank Salt Lke	795450P66	250,000	255,005	3.200%	5/9/2023
	Discover Bank Greenwood Del CD	254673RF5	250,000	255,950	3.300%	7/11/2023
	Morgan Stanley C D	61760AZR3	250,000	249,543	2.750%	5/2/2024
		Corporate Bonds Subtotal	13,294,430	13,334,847		
	US Treasury					
US T-note	Morgan Stanley	912828TH3	197,673	199,498	0.875%	7/31/2019
US T-note	Bmo Capital Mkt Corp	912828TR1	198,118	199,078	1.000%	9/30/2019
US T-note	Barclays Capital Inc	912828G61	199,188	199,140	1.500%	11/30/2019
US T-note	Citigroup Global Mkt Inc	912828H52	202,258	198,578	1.250%	1/31/2020
US T-note	Morgan Stanley	912828UV0	200,876	198,094	1.125%	3/31/2020
		US Treasury Subtotal	998,113	994,388		
	Total Portfolio		**$ 59,210,449**	**$ 59,230,872**		

TREASURY REPORT
City of Upland - Successor Agency - Public Financing Authority

For Period Ended May 31, 2019	Market Value	Availability 05/31/19 06/01/19	No. of days until maturity	weight	days to maturity weighted average	Total by maturity	
Petty Cash	11,880	06/01/19	1	0.0%	0.00		
Checking Account	8,107,509	06/01/19	1	8.7%	0.09		
Successor Agency	3,005,680	06/01/19	1	3.2%	0.03	11,125,069	
Total Bank Accounts	**11,125,069**						
State Local Agency Investment Fund	**22,957,702**	06/01/19	1	24.6%	0.25	22,957,702	
US Bank	8,705,028	06/01/19	1	9.3%	0.09	8,705,028	
Total Money Market Accounts	**8,705,028**						
Wells Fargo Sec LLC	199,956	06/14/19	14	0.2%	0.03	199,956	
Government Securities	**199,956**						
Bank of India New York Branch	250,000	06/05/19	5	0.3%	0.01	250,000	
Corporate Bonds	**250,000**						
						43,237,755	**1 - 30 days**
Keybanc Capital Mkt Inc	199,806	07/01/19	31	0.2%	0.07	199,806	
Government Securities	**199,806**						
RBS Citizens NA CD	250,035	07/09/19	39	0.3%	0.10		
Berkshire Bank CD	249,990	07/15/19	45	0.3%	0.12		
Mechanics Bank CD	250,020	07/23/19	53	0.3%	0.14	750,045	
Corporate Bonds	**750,045**						
						949,851	**31 - 60 days**
Bnp Paribas Securities	199,646	08/01/19	62	0.2%	0.13		
Wells Fargo Sec LLC	99,712	09/13/19	105	0.1%	0.11		
Federal Farm Credit Bks	1,496,085	09/23/19	115	1.6%	1.84	1,795,443	
Government Securities	**1,795,443**						
Microsoft Note	119,701	08/08/19	69	0.1%	0.09		
Paccar Financial Corp Note	89,744	08/12/19	73	0.1%	0.07		
Bank India New CD	250,110	08/28/19	89	0.3%	0.24		
First Fid Bank Oklahoma City CD	251,873	09/14/19	106	0.3%	0.29		
Safra National Bank CD	250,078	09/16/19	108	0.3%	0.29		
Preferred Bank CD	250,118	09/20/19	112	0.3%	0.30	1,211,622	
Corporate Bonds	**1,211,622**						
Morgan Stanley	199,498	07/31/19	61	0.2%	0.13	199,498	
US Treasury	**199,498**						
						3,206,563	**61 - 120 days**
Morgan Stanley & Co	199,276	10/02/19	124	0.2%	0.26		
Deutsche Bank Sec Intl	1,491,825	10/24/19	146	1.6%	2.33		
Wells Fargo Sec LLC	1,493,475	11/15/19	168	1.6%	2.69	3,184,576	
Government Securities	**3,184,576**						
BMO Harris CD	250,145	09/30/19	122	0.3%	0.33		
Lakeside Bank CD	249,993	10/30/19	152	0.3%	0.41		
USNY Bank CD	250,230	11/05/19	158	0.3%	0.42	750,368	
Corporate Bonds	**750,368**						
Bmo Capital Mkt Corp	199,078	09/30/19	122	0.2%	0.26	199,078	
US Treasury	**199,078**						
						4,134,022	**121 - 180 days**
Wells Fargo Sec LLC	200,060	12/13/19	196	0.2%	0.42		
Wells Fargo Sec LLC	198,106	04/06/20	311	0.2%	0.66		
Wells Fargo Sec LLC	203,508	05/13/20	348	0.2%	0.76	601,674	
Government Securities	**601,674**						
Wex Bank Midvale CD	250,175	12/13/19	196	0.3%	0.53		
Bank Baroda New CD	250,508	12/27/19	210	0.3%	0.56		
The Fahey CD	250,120	01/10/20	224	0.3%	0.60		
Union Bank CD	250,360	01/16/20	230	0.3%	0.62		
Merrick Bank CD	250,440	01/21/20	235	0.3%	0.63		
Valley N B CD	250,473	02/07/20	252	0.3%	0.68		
Iberia Bank CD	250,700	03/02/20	276	0.3%	0.74		
Compass BK CD	250,695	03/04/20	278	0.3%	0.75		
Bank of OZK C D	249,808	04/09/20	314	0.3%	0.84		

TREASURY REPORT

City of Upland - Successor Agency - Public Financing Authority

For Period Ended May 31, 2019	Market Value	Availability 05/31/19 06/01/19	No. of days until maturity	weight	days to maturity weighted average	Total by maturity	
United Bankers CD	250,958	05/19/20	354	0.3%	0.95		
Brookline Bank CD	251,103	05/29/20	364	0.3%	0.98	2,755,338	
Corporate Bonds	**2,755,338**						
Barclays Capital Inc	199,140	11/30/19	183	0.2%	0.39		
Citigroup Global Mkt Inc	198,578	01/31/20	245	0.2%	0.52		
Morgan Stanley	198,094	03/31/20	305	0.2%	0.65	595,812	
US Treasury	**595,812**						
						3,952,823	**181 - 1 year**
Federal Home Loan Bks	2,500,375	09/15/20	473	2.7%	12.67		
Federal Home Loan Bks	1,493,565	09/28/20	486	1.6%	7.78		
Deutsche Bank Sec Intl	1,490,730	10/30/20	518	1.6%	8.28		
Deutsche Bank Sec Intl	1,487,520	11/30/20	549	1.6%	8.75	6,972,190	
Government Securities	**6,972,190**						
First Financial CD	251,168	06/26/20	392	0.3%	1.06		
Ally Bank Midvale Utah	250,778	06/29/20	395	0.3%	1.06		
TCF National Bank CD	250,380	07/02/20	398	0.3%	1.07		
Wells Fargo Bank CD	250,970	07/27/20	423	0.3%	1.14		
Bank Pontiac ILL C D	249,668	08/14/20	441	0.3%	1.18		
State Street Bank Note	100,166	08/18/20	445	0.1%	0.48		
Bank of Hope CD	251,058	09/14/20	472	0.3%	1.27		
Comenity CAP BK CD	248,385	10/23/20	511	0.3%	1.36		
First Internet CD	252,010	12/28/20	577	0.3%	1.56		
JP Morgan Chase CD	250,865	01/08/21	588	0.3%	1.58		
Live Oak CD	252,130	02/09/21	620	0.3%	1.68		
Eagle Bank CD	251,563	03/08/21	647	0.3%	1.74		
CitiBank NA CD	251,160	04/12/21	682	0.3%	1.84		
Capital One NA CD	247,263	05/24/21	724	0.3%	1.92	3,357,561	
Corporate Bonds	**3,357,561**						
						10,329,751	**1- 2 years**
Federal Farm Credit Bks	1,245,775	09/13/21	836	1.3%	11.16		
Deutsche Bank Sec Intl	1,479,390	10/07/21	860	1.6%	13.63		
Federal Farm Credit Bks	1,998,120	11/19/21	903	2.1%	19.34		
Federal Home Loan Bks	1,505,910	11/26/21	910	1.6%	14.69		
Federal Home Loan Bks	1,504,425	05/06/22	1,071	1.6%	17.27	7,733,620	
Government Securities	**7,733,620**						
B Bay LLC Promissory Notebal	252,535	07/13/21	774	0.3%	2.09		
Wells Fargo Bank CD	248,335	12/08/21	922	0.3%	2.45		
Synchorony Bank CD	251,103	03/08/22	1,012	0.3%	2.72		
Morgan Stanley CD	251,773	03/14/22	1,018	0.3%	2.75		
Sterling Bank CD	253,783	03/09/22	1,013	0.3%	2.76		
American CD	244,403	04/05/22	1,040	0.3%	2.72		
First Northeast CD	243,305	04/19/22	1,054	0.3%	2.75		
Old Missouri CD	253,943	05/05/22	1,070	0.3%	2.91	1,999,178	
Corporate Bonds	**1,999,178**						
						9,732,798	**2- 3 years**
Morgan Stanley & Co	2,500,125	09/06/22	1,194	2.7%	31.99		
Federal Farm Credit Bks	1,248,200	09/12/22	1,200	1.3%	16.05		
Federal Home Loan Bks	1,248,450	10/04/22	1,222	1.3%	16.35		
Federal Farm Credit Bks	1,250,013	10/17/22	1,235	1.3%	16.54		
Federal Home LN Corp	1,500,435	11/28/22	1,277	1.6%	20.53		
Wells Fargo Sec LLC	1,250,013	12/05/22	1,284	1.3%	17.20	8,997,235	
Government Securities	**8,997,235**						
American Express CD	247,285	08/29/22	1,186	0.3%	3.14		
Abacus Federal CD	252,125	10/04/22	1,222	0.3%	3.30		
BMO Harris CD	250,325	09/14/22	1,202	0.3%	3.22		
Apple Inc	499,075	01/13/23	1,323	0.5%	7.08		
Goldman Sachs CD	251,428	02/28/23	1,369	0.3%	3.69	1,755,243	
Sallie Mae Bank Salt Lke	255,005	05/09/23	1,439	0.3%	3.93		
Corporate Bonds	**1,755,243**						
						10,752,478	**3- 4 years**
Federal Home Loan Bks	1,000,050	03/07/24	1,742	1.1%	18.67		
Morgan Stanley & Co	2,004,000	10/30/23	1,613	2.1%	34.64		
Morgan Stanley & Co	2,006,620	04/30/24	1,796	2.2%	38.62		
Morgan Stanley & Co	1,501,440	05/22/24	1,818	1.6%	29.25	6,512,110	
Government Securities	**6,512,110**						

TREASURY REPORT

City of Upland - Successor Agency - Public Financing Authority

For Period Ended May 31, 2019	Market Value	Availability 05/31/19 06/01/19	No. of days until maturity	weight	days to maturity weighted average	Total by maturity	
Discover Bank Greenwood Del CD	255,950	07/11/23	1,502	0.3%	4.12		
Morgan Stanley C D	249,543	05/02/24	1,798	0.3%	4.81	505,493	
Corporate Bonds	**505,493**						
						7,017,603	**4- 5 years**
Total Investments	**$ 93,313,643**			100.00%	449.20	**$ 93,313,643**	

Average Maturity in Days	449.20
Average Maturity in Years:	1.231

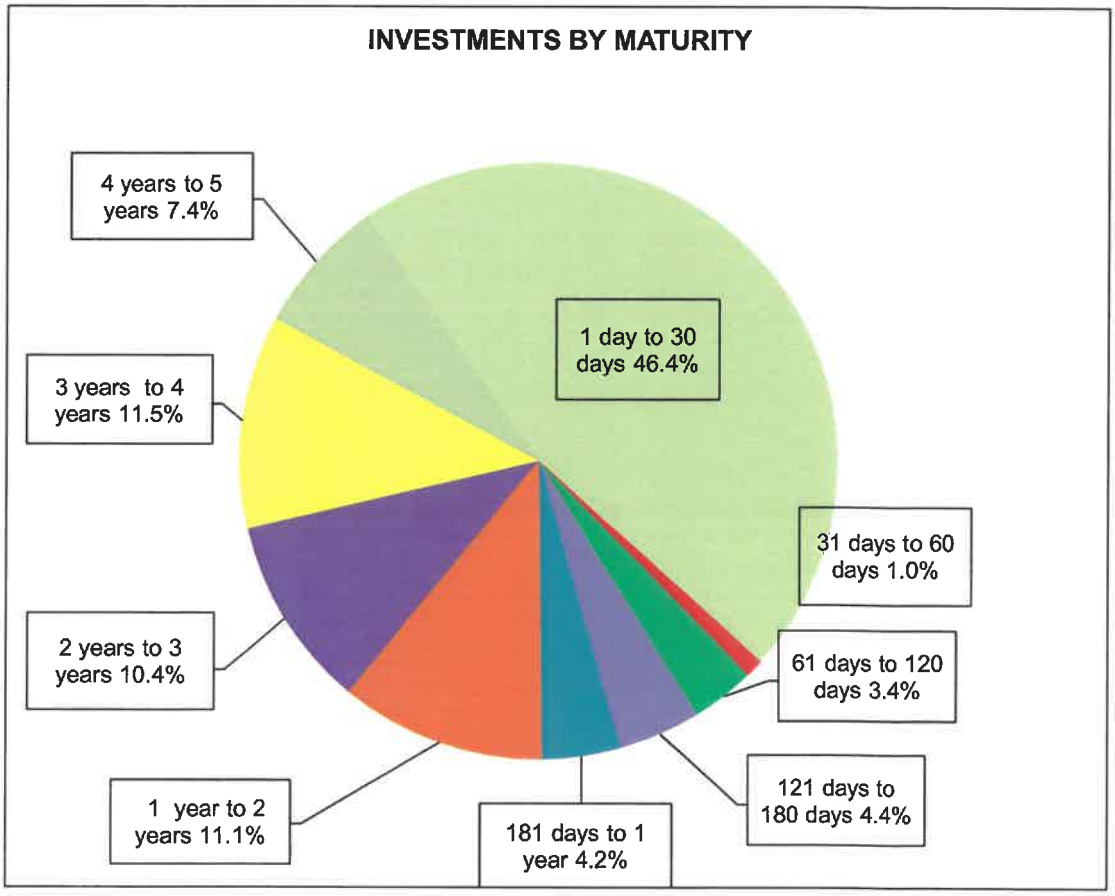
LAIF Amortized Cost	$ 95,348,445,865
LAIF Fair Value	$ 95,978,378,397
Check:	1.006606637

TREASURY REPORT
City of Upland - Successor Agency - Public Financing Authority

For Period Ended
May 31, 2019

Par Values Maturing by Date and Type
Maturities in Thousands of Dollars

Investment Portfolio	1 day to 30 days	31 days to 60 days	61 days to 120 days	121 days to 180 days	181 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 years
State Local Agency Investment Fund	22,958	-	-	-	-	-	-	-	-
Bank Accounts and Change Funds	11,125	-	-	-	-	-	-	-	-
ABS	-	-	-	-	-	-	-	-	-
Government Securities	200	200	1,795	3,185	602	6,972	7,734	8,997	6,512
Money Market Fund	8,705	-	-	-	-	-	-	-	-
Corporate Bonds	250	750	1,212	750	2,755	3,358	1,999	1,755	505
US Treasury	-	-	199	199	596	-	-	-	-
Total Cash and Investments	43,238	950	3,206	4,134	3,953	10,330	9,733	10,752	7,017
Percentage	46.4%	1.0%	3.4%	4.4%	4.2%	11.1%	10.4%	11.5%	7.4%



STAFF REPORT

ITEM NO. 11.C.

DATE:	July 8, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING, INTERIM CITY MANAGER
PREPARED BY:	KERI JOHNSON, CITY CLERK
SUBJECT:	APPROVAL OF AN AGREEMENT WITH MCMURRAY STERN AND APPROPRIATION OF DESIGNATED FUNDS FOR HIGH DENSITY MOBILE STORAGE SYSTEM

RECOMMENDED ACTION

It is recommended that the City Council approve an agreement with McMurray Stern for the purchase of a high density mobile storage system and authorize the City Manager to execute the agreement in the amount of $77,940.20 and a 10% contingency for a total authorized amount of $85,000; and carry over budget from FY 2018-19 to FY 2019-20.

GOAL STATEMENT

The proposed action supports the City's goal of maintaining a comprehensive program to ensure appropriate handling and retention of City records.

BACKGROUND

The City Clerk's office is the official custodian of records. Official City records are retained by the respective department until such time as they are transferred to the City Clerk's office for retention.

The City currently has three off-site storage areas for records, a rental unit at a storage facility, and two basement facilities in the Civic Center parking lot. These facilities lack the basic requirements for the storage of records and it is desirable to consolidate the records into one facility for efficient retention, retrieval, and annual destruction.

There are several issues with the current storage facilities. The rental unit requires, for security reasons, that two staff persons be utilized to retrieve records. Recently, access to official records was delayed several weeks while awaiting repairs to the access door at the

rental unit and a staff member was required to be present for three hours while the repairs were completed in order to ensure the security of the records.

Sewer line overflow flooding issues in both basement storage areas have been documented as a hazard to not only records, but also to staff. This past winter, increased rainfall caused the facilities to flood on multiple occasions resulting in water damage to records. Since these facilities are accessed infrequently, City Clerk and Maintenance staff were required to check frequently for any standing water in order to avoid any damage/loss of records.

Due to the ongoing cost of the storage unit and past facility flooding issues, on October 23, 2017, the City Council approved the one time use of $100,000 of fund balance to renovate the former fire station 2. The funds were appropriated in Fiscal Year 2018/19 and we are now ready to move forward with the improvements.

The new facility will include high density mobile shelving units allowing maximum use of the available space. Upgrades will include a work station for use by staff when required to be onsite for maintenance or the annual records destruction. A central records location will allow for easier retrieval of records and a more streamlined annual records destruction process.

ISSUES/ANALYSIS

The City Clerk's office issued a request for proposals (RFP) on April 25, 2019 with a submittal deadline of May 16, 2019. The City received four responses to the RFP. The categories the review panel evaluated included firm qualifications, preliminary design, lead time, installation schedule, and price. After the initial ranking, the City Clerk's office contacted the two highest ranking companies, McMurray Stern, and Vital Valt, and requested minor modifications to their proposed layouts in order to better compare the costs. The City Clerk's office received the following quotes:

Vendor	Total project price
McMurray Stern	$77,940.20
Vital Valt	$92,961.31

After reviewing and evaluating both proposals staff made the determination that McMurray Stern offered the lowest price while also providing the best layout for use of the existing space and the potential for future growth.

FISCAL IMPACTS

These funds were previously designated and appropriated. Council approval of this action will appropriate the funds in the current fiscal year increasing the City Clerk budget $100,000, of which $85,000 will be used to purchase high density mobile shelving and a 10% contingency; and the remaining funds will be used for any necessary building repairs and upgrades.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Professional Services Agreement High Density Mobile System
Spacesaver High Density Mobile Shelving Unit
Approval Memo - Fire Station 2 renovation

AGREEMENT
High Density Mobile Systems

THIS AGREEMENT is made and effective as of July 8, 2019, between the City of Upland, a municipal corporation ("City") and McMurray Stern ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM. This Agreement shall commence on _____, and shall remain and continue in effect until tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES. Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. PERFORMANCE. Consultant shall at all time faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. PREVAILING WAGES. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations' Internet web site at http://www.dir.ca.gov. Consultant shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Consultant shall comply with the provisions of Sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Consultant shall forfeit to the City, as a penalty, the sum of $25.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of the Contract.

5. PAYMENT.

The City agrees to pay Consultant in accordance with the payment rates and terms and the schedule of payment upon completion of the project.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE.

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

7. DEFAULT OF CONSULTANT.

a. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. OWNERSHIP OF DOCUMENTS.

a. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

b. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

9. INDEMNIFICATION. The Consultant agrees to defend, indemnify, protect and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out

of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City.

10. INSURANCE REQUIREMENTS. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

(2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

(3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

(4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

b. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

(1) General Liability: One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: One million dollars ($1,000,000) per accident for bodily injury and property damage.

(3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars ($1,000,000) per accident for bodily injury or disease.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

d. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The City, its officers, officials, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

(2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

(4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

(6) Additional Insured – All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming the City of Upland and their officers, employees, agents, and volunteers as additional insured parties with respect to liabilities arising out to the performance of Work hereunder. The additional insured endorsements shall also be primary and non-contributory.

(7) Waiver of Subrogation Rights - CONSULTANT shall require the carriers of Commercial General Liability, Automobile Liability and Worker's Compensation to waive all rights of subrogation against the City of Upland, and its officers, employees, agents and volunteers. Such insurance coverage provided shall not prohibit CONSULTANT's employees or agents from waiving the right of subrogation prior to a loss or claim. CONSULTANT hereby waives all rights of subrogation against the City of Upland.

e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VIII, and admitted and licensed to do business in the State of California, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

f. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be

received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

11. INDEPENDENT CONTRACTOR.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

c. PERS Eligibility Indemnification**:** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES. The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

13. RELEASE OF INFORMATION.

a. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or

other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

b. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES. Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (I) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:	City of Upland 460 North Euclid Avenue Upland, California 91785 Attention: City Clerk
To Consultant:	McMurray Stern 15511 Carmenita Road Santa Fe Springs, CA 90670 Attention: Dave Cagle

15. ASSIGNMENT. The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

16. LICENSES. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

17. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Upland. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

18. PROHIBITED INTEREST. No officer, or employee of the City of Upland shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Upland has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

19. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

20. AUTHORITY TO EXECUTE THIS AGREEMENT. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

21. **SEVERABILITY**. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

22. **WAIVER**. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

23. **CONSTRUCTION**. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. **COSTS**. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

25. **RESPONSIBILITY FOR ERRORS**. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services

rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

26. **ATTORNEYS' FEES**. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF UPLAND

_____
Rosemary Hoerning, Interim City Manager

Attest:

_____
Keri Johnson, City Clerk

Approved As to Form:

_____
James L. Markman, City Attorney

CONSULTANT
(Insert the Company, Name, Address, Contact Name, phone and fax number here)

By:_____

Name:_____
Title:_____

By:_____

Name:_____
Title:_____

(Two Signatures of Corporate Officers Required For Corporations)

EXHIBIT A

TASKS TO BE PERFORMED

The specific elements (scope of work) of this service include:

To be based on proposal submission

High-Density Mobile Storage
MECHANICAL ASSIST SYSTEMS
Storage Solved®
Spacesaver®

MOBILE CARRIAGE SYSTEMS

By mounting shelving units and storage cabinets on wheeled carriages that travel on rails, Spacesaver High-Density Mobile Storage Systems eliminate the need for multiple fixed aisles, freeing floor space for other more productive uses.

- Standard Carriage Length Spacesaver Mechanical Assist carriages are available in standard lengths up to 45 feet (13.7m). Greater carriage lengths are possible, depending on system load factors.
- Load Carrying Capacity Each carriage has a minimum load carrying capacity of 1,000 lb. (1,500 kg) per linear foot (meter). Your local Area Contractor can provide weight analyses and offer structural strategies to accommodate heavier system floor loads.
- Flexible Rail Layout By adjusting rail size, spacing and orientation, floor loads can be optimally distributed at practical bearing points.
- Welded-Steel Uniframe Carriage Spacesaver's welded-steel carriages ensure that all drive train components retain their alignment, eliminating binding, racking and misalignment of carriage and shelving. Their rigid, uniframe design has no exposed fasteners to loosen or break.
- Wheels And Rails Carriage wheels and rails are fabricated and precision-machined for maximum strength and system life.
- Optional One-Piece Structural Rail System Available one-piece rail systems have no butt joints or welds. Their tongue-and-groove design restricts lateral movement and provides greater structural rigidity.
- Fully-Grouted Rails All rails are fully supported and grouted to evenly distribute system weight. They are not installed using shims, which can cause carriage rails to flex and the system to malfunction.
- Synchronized Drive System A synchronized drive transmits power to both sides of the carriage, not just one, providing positive tracking – even with unbalanced loads. Not only are system stability and performance enhanced, wear is reduced. Line shaft drive is also available.
- Flexible Guidance Systems To reduce friction and facilitate smoother tracking, Spacesaver carriages are available with a variety of guidance systems. Your local Area Contractor will help you select the system best suited for your application.
- Matched Drive Ratios Spacesaver Mechanical Assist carriages can be equipped with a number of different drive ratios. By appropriately matching the system drive ratio to the load, operation becomes smooth and effortless. Very little force or exertion is needed to open an aisle.
- Chain Tensioner To assure the smoothest possible operation, an integrated chain tensioner can be easily adjusted to fine-tune the carriage drive. This can be accomplished in seconds as a minor service adjustment, without disassembly of the system.
- Recessed Carriage/Welded Shelving Uprights Spacesaver carriages are designed for maximum stability. Their welded steel uprights and recessed mounting of shelving and cabinets enhance the structural integrity of the system. Storage housings become an integral part of the carriage, ensuring that they won't shift position or lose their alignment.
- Anti-Tip Protection Built-in anti-tip devices are engineered to comply with all seismic requirements, providing an extra measure of system stability and safety – even in areas prone to earthquakes.

- Low Profile Rail Design The low-profile design of Spacesaver rail systems is engineered to mount flush with the finished floor. To ensure a proper match with the rest of their environment, system decks and ramps can be covered with virtually any flooring material.
- ADA Compliant To accommodate the personal limitations of individual users, Spacesaver Mechanical Assist Systems can be readily configured to comply with all ADA accessibility requirements.

SYSTEM CONTROLS

- Soft-Touch Ergonomic Handles Comfort and ease of operation are enhanced by our ergonomically designed, soft-touch rotating handles. A variety of optional handle colors are available to match any decor.
- Safety Locks To enhance user safety, unwanted movement can be prevented by a standard safety lock control that has a bright visual indicator showing lock status. For additional safety, optional automatic locks are available which help prevent the system from being closed on an occupied aisle.
- Carriage Safety Sweep/Brake To ensure maximum protection for users and materials being stored, Spacesaver Mechanical Assist systems can be equipped with an optional carriage safety sweep/brake.
- Controlled Access Unauthorized access to any or all aisles can be prevented with optional hub locks which allow individual carriages to be key-locked in closed-aisle position as desired.
- Upgradable To Electric Operation Spacesaver Mechanical Assist Systems can be designed for easy upgrading to electrically-controlled operation. In this way, special programmable features can also be added as your needs change.

SHELVING AND CABINET OPTIONS

- Wide Choice Of Housings Almost any type of storage housing can be mounted on Spacesaver mobile carriages, including your own existing shelving and cabinets.
- Unlimited Shelving Options/Storage Accessories Beyond basic cabinetry, Spacesaver offers you a large assortment of shelving options and storage accessories designed to accommodate virtually anything you wish to store.
- Ability To Reconfigure/Expand System As your storage needs change, Spacesaver shelving and cabinets can typically be reconfigured or expanded to accommodate them.
- Heavy-Duty Shelving Construction For added strength, Spacesaver shelving and cabinets are fabricated using heavy-gauge, cold-rolled steel and extensively reinforced for increased rigidity, improving their ability to support greater shelf loads.
- Wide Array Of Design Options A wide range of colors, finishes, and end-panel materials provides you with design options limited only by your imagination.
- Durable Paint Finishes Spacesaver's powder-coat paint finishes are extremely durable, exceeding the stringent scuff, scratch and chip requirements of the American Library Association.

STORE VIRTUALLY ANYTHING, AND DO IT IN LESS FLOOR SPACE

In many applications, Spacesaver High-Density Mobile Storage Systems are three times more space-efficient than conventional filing and shelving at half the cost.

Regardless of their size, weight or shape, virtually any type and variety of materials can be stored using a Spacesaver High-Density Mobile Storage System. Not only that, they can be stored in less floor space, reducing your building lease and construction costs.

Spacesaver is the recognized leader in high-density mobile storage, with more installations than all other manufacturers combined. We have designed systems to fit almost every situation.

Spacesaver High-Density Mobile Storage Systems have been installed in offices, hospitals, banks, libraries, schools, museums, archives, factories, warehouses, laboratories, government agencies and military bases, as well as many other uniquely demanding environments.

Drawing on this vast experience, we provide each customer with a storage solution that is custom-configured to meet their specific needs. Having designed and installed more than 100,000 successful mobile systems for customers with a wide range of individual requirements, chances are we have already solved a storage problem similar to yours.

ASK US FOR A PROFESSIONAL ASSESSMENT OF YOUR STORAGE NEEDS

Spacesaver's team of experienced Area Contractors are proven problem solvers who can make an invaluable contribution to your planning process. For a qualified professional assessment of your storage needs, don't hesitate to give us a call at 1-800-492-3434. There is no cost or obligation.

THE BOTTOM-LINE QUESTION

Why Spacesaver?

As our ISO 9001:2000 certification would suggest, Spacesaver is dedicated to the highest standards of product quality. Equally important is our commitment to customer service, both before the sale and after.

Through our extensive network of local Area Contractors, Spacesaver provides a level of experience and competency that others simply do not. From architectural constraints and building codes to system design and floor-loading, we have the expertise to handle every issue and customer concern.

A storage solution that meets your unique criteria. Single-source turn-key project management. Certified system installation. Ongoing maintenance and support. Spacesaver sets a standard of professionalism, performance and responsiveness that is unmatched. We live up to our customer commitments and have the references to prove it.

You can rely on The Spacesaver Group.

Spacesaver®

Spacesaver Corporation
1450 Janesville Avenue
Fort Atkinson, WI 53538-2798
1-800-492-3434
www.spacesaver.com

KI
1330 Bellevue Street
P.O. Box 8100
Green Bay, WI 54302-8100
1-800-424-2432
www.ki.com

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Administrative Services Department
City Clerk's Office
Telephone 909-931-4120
Facsimile 909-931-4123

MEMORANDUM

TO: Londa Bock-Helms, Finance Officer

FROM: Keri Johnson, Deputy City Clerk

DATE: October 25, 2017

RE: City Council Action – Revisions to the Fiscal Year 2017-18 Budget

On October 23, 2017, the City Council approved the proposed revisions to the Fiscal Year 2017-18 budget and recommended staffing changes as follows:

New Funded Positions - Fiscal Year 2017-18 Budget*
Add 1 Code Enforcement Officer $45,731
Convert 4 part-time Police Service Technicians to full-time $129,100

Staffing Changes - no impact to the Fiscal Year 2017-18 Budget **
Reinstate Police Captain - (position is currently frozen) $150,000
Reinstate Police Lieutenant (position is currently frozen) $130,000
Reclassify Admin. Assistant to Sr. Admin. Assistant $20,324

One Time Use of Funds from Fund Balance
Additional Tree Maintenance (Euclid Avenue parkways) $300,000
Rennovation of former Fire Station 2 $100,000

*Funding is for Code Enforcement Officer for six months and Police Service Technicians for eight months.
**These positions will be funded through salary savings from current vacancies.

cc: Kelly Gonzales, Human Resources Manager

STAFF REPORT

ITEM NO. 14.A.

DATE:	July 8, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING, INTERIM CITY MANAGER
PREPARED BY:	KERI JOHNSON, CITY CLERK
SUBJECT:	DISCUSSION OF PLANNING COMMISSIONER APPOINTMENT PROCESS

RECOMMENDED ACTION

It is recommended that the City Council provide direction to staff regarding the appointment process for the Planning Commission.

GOAL STATEMENT

The proposed action supports the City's goal to be transparent in the administration of all City affairs.

BACKGROUND

At the meeting on June 10, 2019 the Council requested staff issue a request for Planning Commission applications and to review the appointment process.

The notice requesting applications was posted on the City's website homepage, the City Hall electronic marquee, and posted on social media sites. The application deadline was June 27, 2019. The City Clerk's office received three applications during this application period, including applications from Linden Brouse and Shelly Verrinder who currently serve on the Commission. This is in addition to the applications the City Clerk's office already had on file.

Resolution No. 6397 establishes the policies and procedures for all committees, commissions, boards and authorities. The Planning Commission consists of seven members who each serve a four year term. The selection process for the Commission currently designates the Mayor, Mayor Pro Tem, Planning Commission Chair, and the Development Services Director (advisory) to serve as the interview panel for applicants. The interview panel then recommends at least one candidate to the Mayor for ratification by the Council.

ISSUES/ANALYSIS

Should the Council choose to change the selection process for Planning Commissioners it would require that staff revise the resolution establishing the policies and procedures and bring it back at a future date for Council approval.

FISCAL IMPACTS

There is no fiscal impact associated with this action.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Resolution No. 6397 - Page 11 (Planning Commission)

PLANNING COMMISSION

PURPOSE

The powers and duties of the Planning Commission shall be to:

1. Prepare, periodically review, and revise, as necessary the General Plan
2. Annually review the Capital Improvement Program of the City and the local public works projects of other local agencies for their consistency with the General Plan
3. Perform other functions as the City Council provides
4. Perform such other land use-related functions pursuant to State laws pertaining to conservation, planning and zoning as the council may direct or provide
5. Serve as the Airport Land Use Committee, applying the procedures and findings set forth in the Municipal Code in regards to all processes relating to a request for an implementation/land use compatibility decision, preparation, adoption and amendment to the Comprehensive Airport Land Use Plan of the City of Upland conforming to requirements set forth in Public Utilities Section 21670.1.
6. Serve as the Historic Preservation Committee as outlined in the Upland Municipal Code.

MEMBERSHIP

7 Members Total

Airport Land Use Committee consists of:
7 Planning Commissioners
2 ALUC members (possess expertise in aviation)

LENGTH OF TERM/FREQUENCY OF MEETINGS

- 4 year terms
- No applicant may serve more than two full consecutive terms, unless approved by a 4/5ths vote of the Council
- Once a month, 4th Wednesday
- Commissioners receive $100 compensation per meeting (not to exceed $200 per month)

SELECTION PROCESS

- The City Clerk causes a request for volunteers to be posted
- Mayor (or Mayor designee), Mayor Pro Tem (or Mayor designee), Planning Commission Chair (or designee selected by Planning Commission), and Development Services Director (advisory) shall serve as an interview panel and interview each applicant
- Interview panel shall recommend at least one candidate per opening to the Mayor for ratification by the Council
- Airport Land Use Commissioners - Mayor shall appoint with Council ratification

CODE REFERENCE

Resolution 6270
UMC Chapter 17.04
Ordinance 415
Ordinance 1202
Resolution 4697

STAFF REPORT

ITEM NO. 14.B.

DATE:	July 8, 2019
TO:	MAYOR AND CITY COUNCIL
FROM:	ROSEMARY HOERNING, INTERIM CITY MANAGER
PREPARED BY:	ROSEMARY HOERNING, INTERIM CITY MANAGER
SUBJECT:	CONSIDERATION OF A RESOLUTION SUPPORTING BALANCED ENERGY SOLUTIONS AND LOCAL CHOICE

RECOMMENDED ACTION

It is recommended that the City Council adopt a Resolution supporting balanced energy solutions and maintaining local control of energy solutions.

GOAL STATEMENT

The proposed action supports the City's goal to support economically feasible energy options within our City.

BACKGROUND

A number of state agencies are increasingly proposing new legislation and regulations looking to eliminate energy choices and mandating solutions to fully electrify homes and businesses in the future. These mandates eliminate local control and customer choice which suppresses innovation, reduces reliability, and unnecessarily increases costs for residents and businesses.

ISSUES/ANALYSIS

The reduction of greenhouse gas emissions and reducing the effect of climate change on our citizens are primary concerns of the City Council and staff. The City is taking a much more active role in helping promote ideas and measures that seek to meet or exceed emission reduction regulations. Supporting the proposed Resolution is a positive step towards communicating our City’s desire to protect the interests of citizens to have a continued choice in their preferred energy solutions for their homes and businesses.

This resolution does not take a position against electrification. It does emphasize the desire of the City Council to allow for customer choice. The cost associated with electrical appliances and the long term costs to operate these items is greater than gas operated equipment. It is important to recognize that full electrification may be more costly for some residents, particularly the most financially vulnerable within our community (e.g. fixed incomes, elderly, working families, etc.).

One of the additional benefits of maintaining a balanced energy solution is to allow alternative sources to be developed and available in case of electrical grid failure. The State's focus on electrical energy delivery discourages investment in alternative energy sources.

Similar to the electrical companies, the Southern California Gas Company has also been doing its part to reduce greenhouse gases by promoting biogas or renewable natural gas. These energy alternatives come from sources such as green waste, wastewater treatment plants, food waste and agriculture waste. For example, bi-products like methane from wastewater treatment and organics processing, which would normally be flair burned and go into the atmosphere could be potentially introduced in the gas system pipelines for customer use.

Supporting energy choice does not come at a cost to the environment. Both electricity and gas energy suppliers are concerned with greenhouse gas emissions and are seeking methods to protect the environment. By supporting the recommended resolution the City Council is making a statement to protect customer choice, protect customers from higher energy costs, and making a positive decision for a better environment in the future.

FISCAL IMPACTS

There is no fiscal impact associated with this action.

ALTERNATIVES

Provide alternative direction to staff.

ATTACHMENTS:

Resolution Supporting Balanced Energy Solutions

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UPLAND SUPPORTING BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS

Intent of the Parties and Findings

(i) California's energy policies are critical to reducing greenhouse gas emissions and reducing the impact of climate change on our citizens; and

(ii) The state legislature and state agencies are increasingly proposing new legislation and regulations eliminating choice of energy by mandating technologies to power buildings and public and private fleets, including transit and long-haul trucking, as a strategy to achieve the state's climate goals; and

(iii) Clean, affordable and reliable energy is crucial to the material health, safety, and well-being of Upland residents, particularly the most vulnerable, who live on fixed incomes, including the elderly and working families who are struggling financially; and

(iv) The need for clean, affordable, and reliable energy to attract and retain local businesses, create jobs, and spur economic development is vital to our city's success in a highly competitive and increasingly regional and global marketplace; and

(v) Upland, its residents and businesses value local control and the right to choose the policies and investments that most affordably and efficiently enable them to comply with state requirements; and

(vi) Building and vehicle technology mandates eliminate local control and customer choice, suppress innovation, reduce reliability and unnecessarily increase costs for Upland residents and businesses; and

(vii) The City understands that relying on a single energy delivery system unnecessarily increases vulnerabilities to natural and man-made disasters, and that a diversity of energy delivery systems and resources contribute to greater reliability and community resilience; and

(viii) Upland understands the need to mitigate the impacts of climate change and is committed to doing its part to help the state achieve its climate goals, but requires the flexibility to do so in a manner that best serves the needs of its residents and businesses

NOW, THEREFORE, the City Council hereby finds, determines and resolves as follows:

Section 1. That the City supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state's climate goals and supports proposed state legislation and regulation that retains local

control by allowing all technologies and energy resources that can power buildings and fuel vehicles, and also meet or exceed emissions reductions regulations.

Section 2. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED and ADOPTED this 8th day of July, 2019.

_____
Debbie Stone, Mayor

I, Keri Johnson, City Clerk of the City of Upland, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 8th day of July, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

ATTEST: _____
Keri Johnson, City Clerk