



City of Industry Property and Housing Management Authority

Regular Meeting Agenda
APRIL 10, 2019
5:00 p.m.

Chairman Raheleh Gorginfar
Vice Chair Phil Cook
Board Member Ken Calvo
Board Member Joseph Emmons
Board Member Erin Schriever

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Authority:

- ▶ **Agenda Items:** Members of the public may address the Authority on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Authority.
- ▶ **Public Comments (Non-Agenda Items):** Anyone wishing to address the Authority on an item *not* on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Authority from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the Authority.

Americans with Disabilities Act:

- ▶ In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Friday 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

-
1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comments
-

5. **BOARD MATTERS**

5.1 Consideration of the Register of Demands for April 10, 2019

RECOMMENDED ACTION: Approve the Register of Demands for April 10, 2019.

5.2 Consideration of the minutes of the March 13, 2019 regular meeting

RECOMMENDED ACTION: Approve as submitted.

5.3 Consideration of Resolution No. IPHMA 2019-01 – A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY OF THE CITY OF INDUSTRY, CALIFORNIA, TO AMEND THE BUDGET FOR FISCAL YEAR 2018-19

RECOMMENDED ACTION: Adopt Resolution No. IPHMA 2019-01.

5.4 Consideration of amendments to existing rental agreements

RECOMMENDED ACTION: Approve the revised Residential Rental Agreement (the "Agreement") and require each existing tenant to execute a new Agreement to maintain residency.

6. Adjournment. Next regular meeting: Wednesday, May 8, 2019 at 5:00 p.m.

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.1

INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting April 10, 2019

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
160	INDUSTRY PROPERTY & HOUSING	61,337.59

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
BofA	BANK OF AMERICA CHECKING	61,337.59

APPROVED PER CITY MANAGER

Industry Property and Housing Management Authority
Voided Checks
April 10, 2019

Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
21343	03/20/2019	03/20/2019	L A COUNTY TAX COLLECTOR	(\$1,095.52)
	Invoice	Date	VOIDED - CHECK SIGNED IN ERROR	Amount
	8940 149 060S	02/28/2019	SUPP PROPERTY TAX FY 16/17 -16229 TEMPLE AVE	(\$1,095.52)

Checks	Status	Count	Transaction Amount
	Total	1	(\$1,095.52)

**Industry Property and Housing Management Authority
Board Meeting
April 10, 2019**

Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
21342	03/14/2019		SO CALIFORNIA EDISON COMPANY	\$34.69
	Invoice	Date	Description	Amount
	2019-00001260	03/06/2019	02/01-03/05/19 SVC - 15722 NELSON AVE	\$34.69
21343	03/20/2019		L A COUNTY TAX COLLECTOR	\$1,095.52
	Invoice	Date	Description	Amount
	8940 149 060S	02/28/2019	SUPP PROPERTY TAX FY 16/17 - 16229 TEMPLE AVE	\$1,095.52
21344	03/20/2019		SOCALGAS	\$13.74
	Invoice	Date	Description	Amount
	2019-00001321	03/11/2019	02/05-03/07/19 SVC - 15722 NELSON AVE	\$13.74
21345	03/20/2019		WALNUT VALLEY WATER DISTRICT	\$20.54
	Invoice	Date	Description	Amount
	3273289	03/07/2019	02/01-02/28/19 SVC - 20137 WALNUT DR	\$20.54
21346	03/20/2019		L A COUNTY TAX COLLECTOR	\$1,095.52
	Invoice	Date	Description	Amount
	8940 149 060S	02/28/2019	SUPP PROPERTY TAX FY 16/17 - 16229 TEMPLE AVE	\$1,095.52
21347	03/27/2019		INDUSTRY PUBLIC UTILITY COMMISSI	\$77.86
	Invoice	Date	Description	Amount
	2019-00001325	03/15/2019	02/10-03/10/19 SVC - 16000 E TEMPLE AVE C	\$77.86
21348	03/27/2019		SO CALIFORNIA EDISON COMPANY	\$14.27
	Invoice	Date	Description	Amount
	2019-00001326	03/15/2019	02/12-03/14/19 SVC - 20137 E WALNUT DR S	\$14.27

Industry Property and Housing Management Authority
Board Meeting
April 10, 2019

Check	Date	Payee Name		Check Amount
IPHMA.CHK - IPHMA BofA Checking				
21349	04/10/2019	ABORTA-BUG PEST CONTROL		\$1,725.00
	Invoice	Date	Description	Amount
	12337	03/04/2019	MARCH 2019 PEST SVC @ \$75 PER HOUSE	\$1,575.00
	12361	03/08/2019	RODENT TRAP CHECK - 16224 TEMPLE AVE	\$75.00
	12362	03/08/2019	RODENT TRAP CHECK - 16238 TEMPLE AVE	\$75.00
21350	04/10/2019	BEE REMOVERS		\$65.00
	Invoice	Date	Description	Amount
	596300	03/15/2019	BEE REMOVAL - 16000 TEMPLE AVE UNIT B	\$65.00
21351	04/10/2019	CNC ENGINEERING		\$7,166.25
	Invoice	Date	Description	Amount
	458240	02/28/2019	IPHMA ISSUES - VARIOUS HOUSES	\$7,166.25
21352	04/10/2019	COSTA & ASSOCIATES, INC.		\$1,385.00
	Invoice	Date	Description	Amount
	3690	02/28/2019	RECOMMENDATIONS FOR REPAIRS - 15702 NELSON A'	\$1,385.00
21353	04/10/2019	ENVIROCHECK, INC		\$890.00
	Invoice	Date	Description	Amount
	166121	02/25/2019	MOLD INSPECTION & AIR SAMPLES - 15702 NELSON AV	\$890.00
21354	04/10/2019	IPHMA - PAYROLL ACCOUNT		\$5,000.00
	Invoice	Date	Description	Amount
	MAR-19	03/26/2019	REIMBURSE PAYROLL - MARCH 2019	\$5,000.00

**Industry Property and Housing Management Authority
Board Meeting
April 10, 2019**

Check	Date	Payee Name		Check Amount
IPHMA.CHK - IPHMA BofA Checking				
21355	04/10/2019	JANUS PEST MANAGEMENT		\$195.00
	Invoice	Date	Description	Amount
	207223	01/23/2019	EMERGENCY BEE REMOVAL - 16220 TEMPLE AVE	\$195.00
21356	04/10/2019	KLINE'S PLUMBING, INC.		\$1,795.00
	Invoice	Date	Description	Amount
	11018	03/04/2019	CLEAR ROOTS & REPLACE STORM DRAIN LINE - 16224	\$1,575.00
	11047	03/20/2019	SNAKE KITCHEN CLEANOUT - 16212 TEMPLE AVE	\$220.00
21357	04/10/2019	R.P. LAURAIN & ASSOCIATES, INC.		\$4,000.00
	Invoice	Date	Description	Amount
	9554	09/28/2018	PROFESSIONAL REAL ESTATE SVC - WALNUT DR. SOL	\$4,000.00
21358	04/10/2019	SURETECK, INC.		\$37,859.72
	Invoice	Date	Description	Amount
	09292018-IPHMA	02/18/2019	SEPTEMBER 2018 ON-CALL MAINTENANCE SVC - VARIO	\$2,123.57
	10312018-IPHMA	02/18/2019	OCTOBER 2018 ON-CALL MAINTENANCE SVC - VARIOU	\$4,238.75
	11302018-IPHMA	02/18/2019	NOVEMBER 2018 ON-CALL MAINTENANCE SVC - VARIO	\$2,025.03
	12312018-IPHMA	02/18/2019	DECEMBER 2018 ON-CALL MAINTENANCE SVC - VARIO	\$3,853.27
	01312019-IPHMA	02/18/2019	JANUARY 2019 ON-CALL MAINTENANCE SVC - VARIOU	\$18,642.74
	02012019-IPHMA	02/28/2019	FEBRUARY 2019 ON-CALL MAINTENANCE SVC - VARIO	\$6,976.36

Checks	Status	Count	Transaction Amount
	Total	17	\$62,433.11

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.2

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 13, 2019
PAGE 1

The Regular Meeting of the Property and Housing Management Authority of the City of Industry, California, was called to order by Chairman Raheleh Gorginfar at 5:05 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Raheleh Gorginfar.

ROLL CALL

PRESENT: Raheleh Gorginfar, Chairman
Phil Cook, Vice Chair
Ken Calvo, Board Member
Joseph Emmons, Board Member
Erin Schriever, Board Member

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Jamie M. Casso, General Counsel; Julie Robles, Assistant Secretary; and Lynn Thompson, Administrative Technician II.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF THE REGISTER OF DEMANDS FOR MARCH 13, 2019

MOTION BY BOARD MEMBER SCHRIEVER, AND SECOND BY VICE CHAIR COOK, TO APPROVE THE REGISTER OF DEMANDS FOR MARCH 13, 2019. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CALVO, EMMONS, SCHRIEVER, VC/COOK, C/GORGINFAR
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 13, 2019
PAGE 2

CONSIDERATION OF THE MINUTES OF THE FEBRUARY 13, 2018 REGULAR MEETING

MOTION BY VICE CHAIR COOK, AND SECOND BY BOARD MEMBER CALVO TO APPROVE AS SUBMITTED. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CALVO, EMMONS, SCHRIEVER, VC/COOK,
C/GORGINFAR

NOES: BOARD MEMBERS: NONE

ABSENT: BOARD MEMBERS: NONE

ABSTAIN: BOARD MEMBERS: NONE

CONSIDERATION OF AMENDMENTS TO EXISTING RENTAL AGREEMENT

Assistant City Manager Hyun distributed a revised Residential Rental Agreement to each of the Board Members and reviewed the major changes to the document.

A discussion ensued regarding the changes to the agreement and for some possible options to be added to the policy, such as the number of increases per year, a new security deposit with the opportunity to pay in multiple payments, and an additional security deposit for pets based on size and type of animal, as well as reviewing comparative rents in the area.

City Manager Helling suggested a revised document with the discussed recommendations be presented at the next meeting for approval and any minor changes could be amended at that time. The goal is to have these new agreements distributed to the existing residents by May 1st of 2019.

The Board Members were in agreement to bring this item back at the April 10, 2019 meeting. Direction was given to staff and no vote was needed at this time.

UPDATE AND DISCUSSION REGARDING THE DEMOLITION AND REPAIR WORK TO THE KITCHEN AREA AT 15702 NELSON AVENUE

Assistant City Manager Hyun updated the Board Members on this issue from last month, regarding the demolition and repairs at 15702 Nelson Avenue. The project is

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
MARCH 13, 2019
PAGE 3

progressing very well with the anticipation of wrapping up this project within the next two weeks.

The resident was provided a copy of the results regarding the mold. After two more weeks a re-testing of the mold would be done to insure the continued safety of the environment. The resident choose not to move out of the house during demolition and signed a waiver releasing the Authority and the City of any claims.

The repairs at this point have cost \$30,000., and an estimated \$20,000., is needed to complete the repairs. After discussion, the Board Members concluded that an additional cap of \$25,000 should be allocated. Should any unanticipated cost come up, an amendment would be provided to the Authority for discussion and approval.

MOTION BY VICE CHAIR COOK, AND SECOND BY BOARD MEMBER SCHRIEVER TO PROVIDE A CAP FOR AN ADDITIONAL \$25,000.00, TO FINISH THE REPAIRS AT 15702 NELSON AVENUE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CALVO, EMMONS, SCHRIEVER, VC/COOK, C/GORGINFAR
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 5:55 p.m.

Raheleh Gorginfar
Chairman

Julie Robles
Assistant Secretary

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.3



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

FROM: Troy Helling, City Manager *TH*

STAFF: Yamini Pathak, Director of Finance *Y*

DATE: April 10, 2019

SUBJECT: **Consideration to approve and adopt the IPHMA FY 2018-2019 Mid-Year Budget Report and approve and adopt Resolution No. IPHMA 2019-01, approving the FY 2018-2019 Mid-Year Budget Amendments**

BACKGROUND:

On June 28, 2018, the City Council ("Council") adopted the City's FY 2018-2019 ("FY 19") Operating Budget for its General Fund, and all its other funds and affiliated entities. Throughout a fiscal year, unanticipated revenues and expenditures may arise that could potentially impact the adopted budget and require budget amendments.

DISCUSSION:

On June 28, 2018, the City Council adopted the City's FY 19 General Fund Operating Budget of \$47.2 million, supported by \$62.7 million in revenues. Since budget adoption, there have been changes to the adopted budget.

The FY 19 Mid-Year Budget Update will discuss changes to revenue and expenditures through the halfway point of the year and provide an overview of the FY 19 Proposed Budget Amendments.

Revenues:

- **Fiduciary Funds**-The city will no longer assess property owners within Assessment District 91-1, the city currently has a \$2.3 million balance and will full-fill the bond payment of approximately \$1.4 million.

Expenditures:

- **General Fund**-The City Council adopted an FY 19 Operating Budget of \$47.2 million for the General Fund. The proposed mid-year budget amendment reflects a decrease in general fund expenditures by \$6.6 million due to inflated budget assumptions; the overstated budget was primarily due to engineering support services that were budgeted in multiple accounts in the general fund. The proposed amendment will result in a General Fund Operating Budget of \$40.6 million for FY 19.
- **Capital Improvement Program**-In June 2018, the Council adopted a Capital Improvement Program ("CIP") budget of \$59.9 million; the proposed CIP budget amendment will decrease expenditures by \$34.7 million, several projects in the CIP program will be delayed until next year and will result in a CIP budget of \$25.2 million for FY 19.
- **IPUC Electric**-The proposed an increase of \$968,000 in the city's electric enterprise fund is primarily due to the understated adopted budget for professional and engineering services. The proposed increase will result in a City Electric budget of \$5.1 million.

Transfer In/Out:

- **Industry Property Management and Housing Authority** -The inter-fund transfers (Out) have been increased by \$494,000 for board salaries and a one-time settlement payment for the National Core for professional services from our general funds.
- **Fleet Management**-A determination has been made that the city does not need a separate Internal Service Fund for Fleet Management, and the \$80,000 in the Fleet Management Fund will be transferred to the General Fund for future fleet purchases/expenses.

FISCAL IMPACT:

By approving the FY 19 Proposed Budget Amendments, the City's Operating Budget Expenditures will decrease by \$6.6 million, the Capital Improvement Program will decrease by \$34.7 million, the City Electric Fund will increase by \$968,000, and Transfer In/Out will result in a total of \$414,000. The net effect of the proposed mid-year budget amendment will increase the city's projected fund balance by \$39,930,880.

RECOMMENDED ACTION:

Staff recommends that the IPHMA Board approve and adopt the FY19 Mid-Year Budget Report, and adopt Resolution No. IPHMA 2019-01, hereby approving the Proposed FY19 Mid-Year Budget Amendments.

ATTACHMENTS:

1. Resolution IPHMA 2019-01: Resolution Approving and Adopting FY 2018-2019 Proposed Mid-Year Budget Amendments
2. Exhibit A- Projected Fund Balance Fiscal Year 2018-2019
3. Exhibit B-Mid-Year Budget Update
4. Exhibit C-Revenue/Expenditure Summary
5. Exhibit D-Revenue/Expenditure Detail
6. Exhibit E-Transfer Schedule
7. Exhibit F-Capital Improvements Projects Detail

RESOLUTION NO. IPHMA 2019-01

A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY ("IPHMA") APPROVING AND ADOPTING THE FISCAL YEAR 2018-2019 MID-YEAR BUDGET AMENDMENTS

WHEREAS, On June 28, 2018, the City Council ("Council") adopted the City's FY 2018-2019 ("FY 19") Operating Budget for its General Fund, and all its other funds and affiliated entities; and

WHEREAS, throughout a fiscal year, unanticipated revenues and expenditures may arise that could potentially impact the adopted budget and require budget amendments; and

WHEREAS, on March 28, 2019, the FY 19 Mid-Year Budget Report was presented to the Council and provided an update on the City's fiscal performance through the mid-point of the fiscal year, from July 1, 2018, through December 31, 2018, comparing all revenues and expenditures to the same period in the prior fiscal year and against adopted budget levels; and

WHEREAS, the FY 19 Mid-Year Budget Report also presented an overview of the FY 19 Mid-Year Budget Amendments for Council's consideration to approve and amend the FY 19 Adopted Budget.

WHEREAS, the IPHMA FY 19 Mid-Year Budget is hereby incorporated into the City's FY 19 Mid-Year Budget Amendments.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The City Council received a presentation on the FY 2018-19 Mid-Year Budget Report and hereby approves its receiving and filing.

Section 3. The City Council approves Resolution No. CC 2019-12, hereby approving the FY 19 Mid-Year Budget Amendments, attached to this resolution as Exhibit A, and therefore, amending the City's FY 19 Adopted Budget.

Section 4. Contingent upon City Council approval, the IPHMA Mid-Year Budget is hereby approved and incorporated into the City's FY 19 Mid-Year Budget Amendments.

Section 5. The Secretary shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

Section 6. This resolution shall be effective immediately.

PASSED, APPROVED AND ADOPTED by the Board at a regular meeting held on April 10, 2019, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

Raheleh (Rahe) Gorginfar, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary

**CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2018-2019**

								Exhibit B
		ADOPTED REVENUES 2018- 2019	INCREASE (DECREASE)	PROPOSED MID- YEAR BUDGET UPDATE - TOTAL REVENUES	ADOPTED EXPENDITURES 2018-19	INCREASE (DECREASE)	PROPOSED MID- YEAR BUDGET UPDATE-TOTAL EXPENSENDITURES	PROPOSED NET MID YEAR BUDGET UPDATE
GENERAL FUND								
100	OPERATIONS	62,686,030.00		62,686,030.00	(47,254,960.43)	6,629,880.00	(40,625,080.43)	22,060,949.57
100	NON-OPERATING COSTS				(1,622,740.00)		(1,622,740.00)	(1,622,740.00)
	Total	62,686,030.00	-	62,686,030.00	(48,877,700.43)	6,629,880.00	(42,247,820.43)	20,438,209.57
SPECIAL REVENUE FUNDS								
101	GAS TAX	18,130.00		18,130.00	(10,000.00)		(10,000.00)	8,130.00
102	MEASURE R	5,000.00		5,000.00	(5,000.00)		(5,000.00)	-
103	PROP A	10,000.00		10,000.00	(1,112,600.00)		(1,112,600.00)	(1,102,600.00)
104	PROP C	7,010.00		7,010.00	(10,000.00)		(10,000.00)	(2,990.00)
105	AIR QUALITY	-		-	-		-	-
106	MEASURE M	5,000.00		5,000.00	(5,000.00)		(5,000.00)	-
110	GRANT FUND	5,261,490.00		5,261,490.00	(5,261,490.00)		(5,261,490.00)	-
	Total	5,306,630.00	-	5,306,630.00	(6,404,090.00)	-	(6,404,090.00)	(1,097,460.00)
INTERNAL SERVICES FUNDS								
320	FLEET MANAGEMENT FUND	-		-	(80,000.00)	80,000.00	-	-
	Total	-	-	-	(80,000.00)	80,000.00	-	-
ENTERPRISE FUNDS								
160	IPHMA	210,800.00		210,800.00	(661,145.00)	(494,000.00)	(1,155,145.00)	(944,345.00)
161	CITY ELECTRIC	5,487,400.00		5,487,400.00	(4,089,845.00)	(968,000.00)	(5,057,845.00)	429,555.00
360	CRIA	1,210.00		1,210.00	(591,985.00)		(591,985.00)	(590,775.00)
361	EXPO CENTER	1,980,930.00		1,980,930.00	(2,455,075.00)		(2,455,075.00)	(474,145.00)
560	IPUC - RECLAIMED WATER	1,355,000.00		1,355,000.00	(871,505.40)		(871,505.40)	483,494.60
561	IPUC - POTABLE WATER	2,056,750.00		2,056,750.00	(2,111,034.94)		(2,111,034.94)	(54,284.94)
	Total	11,092,090.00	-	11,092,090.00	(10,780,590.34)	(1,462,000.00)	(12,242,590.34)	(1,150,500.34)
CAPITAL IMPROVEMENTS FUND								
120	CAPITAL IMPROVEMENTS	8,433,865.00		8,433,865.00	(59,852,000.00)	34,683,000.00	(25,169,000.00)	(16,735,135.00)
	Total	8,433,865.00	-	8,433,865.00	(59,852,000.00)	34,683,000.00	(25,169,000.00)	(16,735,135.00)
FIDUCIARY FUNDS								
145	ASSESSMENT DISTRICT 91-1	653,800.00	(653,800.00)	-	(509,400.00)		(509,400.00)	(509,400.00)
	Total	653,800.00	(653,800.00)	-	(509,400.00)	-	(509,400.00)	(509,400.00)
DEBT SERVICE								
135	TAX OVERRIDE	50,466,200.00		50,466,200.00	-		-	50,466,200.00
140	CITY OF INDUSTRY	13,538,000.00		13,538,000.00	(41,363,795.00)		(41,363,795.00)	(27,825,795.00)
440	IPFA	59,449,865.00		59,449,865.00	(108,477,364.92)		(108,477,364.92)	(49,027,499.92)
	Total	123,454,065.00	-	123,454,065.00	(149,841,159.92)	-	(149,841,159.92)	(26,387,094.92)
	City Fund Balances	211,626,480.00	(653,800.00)	210,972,680.00	(276,344,940.69)	39,930,880.00	(236,414,060.69)	(25,441,380.69)

**CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
FISCAL YEAR 2018-2019**

Exhibit B

		ADOPTED TRANSFERS IN FROM OTHER FUNDS	PROPOSD ADDITIONAL TRANSFERS IN	PROPOSED MID- YEAR UPDATE TRANSFERS IN FROM OTHER FUNDS	ADOPTED TRANSFERS OUT FROM OTHER FUNDS	PROPOSD ADDITIONAL TRANSFERS OUT	PROPOSED MID- YEAR UPDATE TRANSFERS OUT FROM OTHER FUNDS	PROPOSED NET TRANSFERS MID YEAR BUDGET UPDATE	PROPOSED NET MID YEAR BUDGET UPDATE
GENERAL FUND									
100	OPERATIONS	-	-	-	(2,881,475.00)	(414,000.00)	(3,295,475.00)	(3,295,475.00)	18,765,474.57
100	NON-OPERATING COSTS	-	-	-	(26,523,180.00)	-	(26,523,180.00)	(26,523,180.00)	(28,145,920.00)
	Total	-	-	-	(29,404,655.00)	(414,000.00)	(29,818,655.00)	(29,818,655.00)	(9,380,445.43)
SPECIAL REVENUE FUNDS									
101	GAS TAX	-	-	-	-	-	-	-	8,130.00
102	MEASURE R	-	-	-	-	-	-	-	-
103	PROP A	-	-	-	-	-	-	-	(1,102,600.00)
104	PROP C	-	-	-	-	-	-	-	(2,990.00)
105	AIR QUALITY	-	-	-	-	-	-	-	-
106	MEASURE M	-	-	-	-	-	-	-	-
110	GRANT FUND	-	-	-	-	-	-	-	-
	Total	-	-	-	-	-	-	-	(1,097,460.00)
INTERNAL SERVICES FUNDS									
320	FLEET MANAGEMENT FUND	80,000.00	(80,000.00)	-	-	-	-	-	-
	Total	80,000.00	(80,000.00)	-	-	-	-	-	-
ENTERPRISE FUNDS									
160	IPHMA	450,345.00	494,000.00	944,345.00	-	-	-	944,345.00	-
161	CITY ELECTRIC	-	-	-	-	-	-	-	429,555.00
360	CRIA	1,066,130.00	-	1,066,130.00	(474,145.00)	-	(474,145.00)	591,985.00	1,210.00
361	EXPO CENTER	474,145.00	-	474,145.00	-	-	-	474,145.00	-
560	IPUC - RECLAIMED WATER	-	-	-	-	-	-	-	483,494.60
561	IPUC - POTABLE WATER	-	-	-	-	-	-	-	(54,284.94)
	Total	1,990,620.00	494,000.00	2,484,620.00	(474,145.00)	-	(474,145.00)	2,010,475.00	859,974.66
CAPITAL IMPROVEMENTS FUND									
120	CAPITAL IMPROVEMENTS	1,365,000.00	-	1,365,000.00	-	-	-	1,365,000.00	(15,370,135.00)
	Total	1,365,000.00	-	1,365,000.00	-	-	-	1,365,000.00	(15,370,135.00)
FIDUCIARY FUNDS									
145	ASSESSMENT DISTRICT 91-1	-	-	-	-	-	-	-	(509,400.00)
	Total	-	-	-	-	-	-	-	(509,400.00)
DEBT SERVICE									
135	TAX OVERRIDE	-	-	-	(50,465,200.00)	-	(50,465,200.00)	(50,465,200.00)	1,000.00
140	CITY OF INDUSTRY	26,443,180.00	-	26,443,180.00	-	-	-	26,443,180.00	(1,382,615.00)
440	IPFA	50,465,200.00	-	50,465,200.00	-	-	-	50,465,200.00	1,437,700.08
	Total	76,908,380.00	-	76,908,380.00	(50,465,200.00)	-	(50,465,200.00)	26,443,180.00	56,085.08
	City Fund Balances	80,344,000.00	414,000.00	80,758,000.00	(80,344,000.00)	(414,000.00)	(80,758,000.00)	-	(25,441,380.69)

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENDITURE SUMMARY
FISCAL YEAR 2018-2019

Exhibit C

FUND	CATEGORY	DEPARTMENT	ADOPTED BUDGET 2018-2019	MID-YEAR BUDGET AMENDMENT 2018-2019	PROPOSED AMENDED BUDGET 2018-2019
REVENUE					
145	91-1 ASSESSMENT				
	PROPERTY TAX ASSESSMENT		638,000.00	(638,000.00)	-
		TOTAL DIRECT ASSESSMENT DEBT SERVICES	638,000.00	(638,000.00)	-
EXPENSES					
100	GENERAL FUND				
	ADMINISTRATIVE	CITY COUNCIL	381,940.00	(25,000.00)	356,940.00
		CITY CLERK	404,105.00	(127,490.00)	276,615.00
		CITY MANAGER	998,155.00	59,030.00	1,057,185.00
		CENTRAL SERVICES	1,720,900.00	83,200.00	1,804,100.00
		HUMAN RESOURCES	673,655.00	19,100.00	692,755.00
		CITY ATTORNEY/LEGAL	1,570,000.00	20,000.00	1,590,000.00
		LEGISLATIVE SERVICES	145,000.00	-	145,000.00
	FINANCIAL SERVICES	CITY TREASURER	1,195,710.00	(542,120.00)	653,590.00
		FINANCE	1,307,195.00	351,800.00	1,658,995.00
		INFORMATION TECHNOLOGY	1,444,760.00	(580,200.00)	864,560.00
	COMMUNITY SUPPORT & REGIONAL IMPROVEMENTS	COMMUNITY PROMOTIONS & ECONOMIC DEVELOPMENT	1,685,000.00	-	1,685,000.00
		EL ENCANTO	335,100.00	-	335,100.00
		WORKMAN TEMPLE HOMESTEAD	1,778,900.00	46,000.00	1,824,900.00
	DEVELOPMENT SERVICES	PLANNING	1,302,890.00	282,000.00	1,584,890.00
		DEVELOPMENT SERVICES	2,425,415.00	(1,744,000.00)	681,415.00
		FIELD OPERATIONS	809,660.00	(263,000.00)	546,660.00
		PUBLIC SAFETY	10,620,975.00	(24,200.00)	10,596,775.00
		PUBLIC WORKS	4,630,000.00	(2,098,000.00)	2,532,000.00
		STREETS AND ROADS	3,250,000.00	(786,000.00)	2,464,000.00
		OTHER CONTRATED SERVICES	4,960,000.00	(1,000,000.00)	3,960,000.00
		CIVIC FINANCIAL CENTER	4,233,000.00	(323,000.00)	3,910,000.00
		INDUSTRY HILLS MAINTENANCE	372,000.00	22,000.00	394,000.00
		HABITAT AND OPEN SPACE	1,010,600.00	-	1,010,600.00
		GENERAL FUND-TOTAL EXPENDITURES	\$ 47,254,960.00	\$ (6,629,880.00)	\$ 40,625,080.00
	ENTERPRISE FUNDS				
160		IPHMA	661,145.00	494,000.00	1,155,145.00
161		IPUC ELECTRIC	4,089,845.00	968,000.00	5,057,845.00
		ENTERPRISE FUND-TOTAL EXPENDITURES	\$ 4,750,990.00	\$ 1,462,000.00	\$ 6,212,990.00
120	CAPITAL IMPROVEMENTS FUNDS	CITY CAPITAL IMPROVEMENTS-TOTAL EXPENDITURES	\$ 59,900,000.00	\$ (34,683,000.00)	\$ 25,217,000.00
320	FLEET MANAGEMENT FUND		\$ 80,000.00	\$ (80,000.00)	-
			\$ 80,000.00	\$ (80,000.00)	-
		TOTAL EXPENDITURES	\$ 111,985,950.00	\$ (39,930,880.00)	\$ 72,055,070.00

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENDITURE DETAIL
FISCAL YEAR 2018-2019

Exhibit D

ACCOUNT	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2018-2019	MID-YEAR BUDGET AMENDMENT 2018-2019	PROPOSED AMENDED BUDGET 2018-2019
Revenue				
145-91-1 ASSESSMENT				
4026	Property Tax Assessment	638,000.00	(638,000.00)	-
		638,000.00	(638,000.00)	-
Expenses				
100-GENERAL FUNDS				
ADMINISTRATIVE				
501-CITY COUNCIL				
5610	Travel and Meetings	50,000.00	(25,000.00)	25,000.00
		50,000.00	(25,000.00)	25,000.00
502-CITY CLERK				
5001	Salaries	195,780.00	(107,490.00)	88,290.00
5120.01	Professional Services	20,000.00	(20,000.00)	-
		215,780.00	(127,490.00)	88,290.00
503-CITY MANAGER				
5001	Salaries	508,965.00	59,030.00	567,995.00
		508,965.00	59,030.00	567,995.00
507-CENTRAL SERVICES				
5021	Dues and Subscriptions	2,350.00	4,700.00	7,050.00
5620	Vehicle Expenses	-	8,500.00	8,500.00
5900	General Engineering	-	40,000.00	40,000.00
6085	Parking Citations	-	30,000.00	30,000.00
		2,350.00	83,200.00	85,550.00
508-HUMAN RESOURCES				
5001	Salaries	89,880.00	(5,900.00)	83,980.00
5120.02	Legal Services	-	25,000.00	25,000.00
		89,880.00	19,100.00	108,980.00
520-CITY ATTORNEY/LEGAL				

CITY OF INDUSTRY				
MID-YEAR BUDGET UPDATE				
REVENUE/EXPENDITURE DETAIL				
FISCAL YEAR 2018-2019				
				Exhibit D
ACCOUNT	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2018-2019	MID-YEAR BUDGET AMENDMENT 2018-2019	PROPOSED AMENDED BUDGET 2018-2019
5120.01	Professional Services	110,000.00	(80,000.00)	30,000.00
5120.02	Legal Services	1,450,000.00	100,000.00	1,550,000.00
		1,560,000.00	20,000.00	1,580,000.00
	528-LEGISLATIVE SERVICES	145,000.00	-	145,000.00
		145,000.00	-	145,000.00
	FINANCIAL SERVICES			
	505-CITY TREASURER			
5001	Salaries	244,380.00	(83,620.00)	160,760.00
5120.01	Professional Services	720,000.00	(458,500.00)	261,500.00
		964,380.00	(542,120.00)	422,260.00
	505-FINANCE			
5001	Salaries	680,720.00	(178,200.00)	502,520.00
5120.01	Professional Services	170,000.00	530,000.00	700,000.00
		850,720.00	351,800.00	1,202,520.00
	525-INFORMATION TECHNOLOGY			
5001	Salaries	113,340.00	(38,400.00)	74,940.00
5120.01	Professional Services	950,000.00	(700,000.00)	250,000.00
5695.01	Computer Services	55,000.00	187,200.00	242,200.00
5695.02	Computer Equipment	50,000.00	(20,000.00)	30,000.00
5695.04	Computer Software	10,000.00	(9,000.00)	1,000.00
		1,178,340.00	(580,200.00)	598,140.00
	COMMUNITY SUPPORT & REGIONAL IMPROVEMENTS			
	621-COMMUNITY PROMOTIONS & ECONOMIC DEVELOPMENT	1,685,000.00	-	1,685,000.00
		1,685,000.00	-	1,685,000.00
	620-EL ENCANTO	335,100.00	-	335,100.00
		335,100.00	-	335,100.00
	626-WORKMAN TEMPLE HOMESTEAD			

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENDITURE DETAIL
FISCAL YEAR 2018-2019

Exhibit D

ACCOUNT	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2018-2019	MID-YEAR BUDGET AMENDMENT 2018-2019	PROPOSED AMENDED BUDGET 2018-2019
5900	General Engineering	6,000.00	46,000.00	52,000.00
		6,000.00	46,000.00	52,000.00
	DEVELOPMENT SERVICES			
	521-Planning			
5001	Salaries	188,760.00	(118,000.00)	70,760.00
5120.01	Professional Services	715,000.00	400,000.00	1,115,000.00
		903,760.00	282,000.00	1,185,760.00
	526-DEVELOPMENT SERVICES			
5001	Salaries	224,775.00	(136,000.00)	88,775.00
5560	Equipment Rental	-	8,000.00	8,000.00
5900	General Engineering	1,625,000.00	(1,616,000.00)	9,000.00
		1,849,775.00	(1,744,000.00)	105,775.00
	527-FIELD OPERATIONS			
5001	Salaries	223,560.00	(122,600.00)	100,960.00
5120.01	Professional Services	360,000.00	(140,400.00)	219,600.00
		583,560.00	(263,000.00)	320,560.00
	601-PUBLIC SAFETY			
5001.02	Salaries-Part-time	115,860.00	(24,200.00)	91,660.00
		115,860.00	(24,200.00)	91,660.00
	622-PUBLIC WORKS			
5900	General Engineering	3,930,000.00	(1,448,000.00)	2,482,000.00
7030	Storm Water Compliance/NPDES	650,000.00	(650,000.00)	-
		4,580,000.00	(2,098,000.00)	2,482,000.00
	623-Streets and Roads			
5130	Planning Survey and Design	50,000.00	(50,000.00)	-
5640	Advertising and Printing	25,000.00	(25,000.00)	-

CITY OF INDUSTRY				
MID-YEAR BUDGET UPDATE				
REVENUE/EXPENDITURE DETAIL				
FISCAL YEAR 2018-2019				
				Exhibit D
ACCOUNT	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2018-2019	MID-YEAR BUDGET AMENDMENT 2018-2019	PROPOSED AMENDED BUDGET 2018-2019
5900	General Engineering	1,300,000.00	(257,000.00)	1,043,000.00
7020	Storm Drains	230,000.00	(230,000.00)	-
7060	Sewers	40,000.00	(40,000.00)	-
7210	Street Light Repairs	300,000.00	(200,000.00)	100,000.00
7240	Traffic Striping	100,000.00	(50,000.00)	50,000.00
7260	Bridge Maintenance	50,000.00	(50,000.00)	-
7280	Highway Safety Lighting Maintenance	20,000.00	44,000.00	64,000.00
7290.01	Accident Repair/Traffic	75,000.00	72,000.00	147,000.00
		2,190,000.00	(786,000.00)	1,404,000.00
	624-Other Contracted Services			
7410	Public ROW (Right of Way) Maintenance	3,460,000.00	(1,000,000.00)	2,460,000.00
		3,460,000.00	(1,000,000.00)	2,460,000.00
	625-Civic Financial Center Expenses			
5120.02	Legal Services	100,000.00	(70,000.00)	30,000.00
5130	Planning Survey and Design	-	198,000.00	198,000.00
5562	Office Equipment and Furniture	20,000.00	(15,000.00)	5,000.00
5792	Resource Planning	6,000.00	12,000.00	18,000.00
5900	General Engineering	450,000.00	(448,000.00)	2,000.00
		576,000.00	(323,000.00)	253,000.00
	627-Industry Hills Maintenance			
5550	Repair and Maintenance Equipment	3,000.00	7,000.00	10,000.00
5565	Small Equipment and Supplies	5,000.00	15,000.00	20,000.00
		8,000.00	22,000.00	30,000.00
	628-Habitat and Open Space	1,010,600.00	-	1,010,600.00
		1,010,600.00	-	1,010,600.00
	FUND-100 TOTAL ADJUSTED BUDGET EXPENDITURES	\$ 22,869,070.00	\$ (6,629,880.00)	\$ 16,239,190.00

CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENDITURE DETAIL
FISCAL YEAR 2018-2019

Exhibit D

ACCOUNT	ACCOUNT DESCRIPTION	ADOPTED BUDGET 2018-2019	MID-YEAR BUDGET AMENDMENT 2018-2019	PROPOSED AMENDED BUDGET 2018-2019
ENTERPRISE FUNDS				
160-INDUSTRY PROPERTY AND HOUSING				
5001	Salaries	-	33,000.00	33,000.00
5025	Miscellaneous	-	26,000.00	26,000.00
5120.01	Professional Services	-	435,000.00	435,000.00
		-	494,000.00	494,000.00
161-CITY ELECTRIC				
5013	Telephone	12,000.00	27,000.00	39,000.00
5060.01	Special Taxes and Fees-Electric	-	79,000.00	79,000.00
5120.01	Professional Services	170,000.00	286,000.00	456,000.00
5695.01	Computer Services	-	11,000.00	11,000.00
5900	General Engineering	60,000.00	565,000.00	625,000.00
		242,000.00	968,000.00	1,210,000.00
		\$ 242,000.00	\$ 1,462,000.00	\$ 1,704,000.00
120-CAPITAL IMPROVEMENTS FUNDS		\$ 59,900,000.00	\$ (34,683,000.00)	\$ 25,217,000.00
320-FLEET MANAGEMENT FUND		\$ 80,000.00	\$ (80,000.00)	\$ -
		\$ 80,000.00	\$ (80,000.00)	\$ -
		\$ 83,729,070.00	\$ (40,568,880.00)	\$ 43,160,190.00

City of Industry						
Transfer Schedule						
Mid-Year Budget Update						
Fiscal Year 2018-2019						
						Exhibit E
Fund	Account	Description	Transfer In	Transfer Out	Mid Year Budget Adjustment	
100	9800.14	General Fund - Debt Services		26,443,180.00		
100	9800.95	General Fund - Fleet		80,000.00		(80,000.00)
100	9800.35	General Fund - Housing		450,345.00		494,000.00
100	9800.34	General Fund - CRIA Admin		591,985.00		
100	9800.34	General Fund - CRIA-Expo		474,145.00		
100	9800.05	General Fund - CIPs		1,365,000.00		
140	4800.14	City Debt Services	26,443,180.00			
320	4800.95	Fleet Management	80,000.00			(80,000.00)
160	4800.35	IPHMA	450,345.00			494,000.00
360	4800.34	CRIA	1,066,130.00			
360	9800.44	CRIA		474,145.00		
361	4800.44	EXPO Center	474,145.00			
120	4800.05	CIP	1,365,000.00			
135	9800.72	Tax Override		50,465,200.00		
440	4800.72	IPFA	50,465,200.00			
			80,344,000.00	80,344,000.00		-

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
1. Grade Separations				
A	Nogales Street Grade Separation (near Gale Avenue/Walnut Drive North)	75,000	\$ 25,000	50,000
B	Fullerton Road Grade Separation (near Railroad Street and Gale Avenue)	1,760,000	\$ 150,000	1,610,000
C	Fairway Drive Grade Separation (near Walnut Drive North)	3,460,000	\$ 3,460,000	-
D	Puente Avenue Grade Separation at UPRR's Alhambra Subdivision tracks (near Valley Boulevard)	75,000	\$ 50,000	25,000
E	Fairway Drive Grade Separation at UPRR's Alhambra Subdivision tracks (near Valley Boulevard)	20,000	\$ 5,000	15,000
F	Turnbull Canyon Road Grade Separation at UPRR's L.A. Subdivision tracks (near Salt Lake Avenue)	150,000	\$ 150,000	-
		5,540,000	\$ 3,840,000	1,700,000
2. Street Widening, Reconstruction, Resurfacing, and Slurry Seal				
A	Workman Mill Road Resurfacing and Street Lighting - Oakman Drive to Valley Boulevard (co-op project with L.A. County)	694,000	\$ 5,000	689,000
B	Colima Road Widening and Intersection Modifications from Stoner Creek Road to Azusa Avenue (co-op project with L.A. County)	10,000	\$ 5,000	5,000
C	Walnut Drive South Street Widening and Storm Drain Improvements	1,980,000	\$ 900,000	1,080,000
D	Annual Slurry Seal Project FY 19	300,000	\$ 300,000	-
E	Valley Boulevard resurfacing, Azusa Way to 500' east of Hambleton Avenue	685,000	\$ 50,000	635,000
F	Crossroads Parkway South Reconstruction or Replacement with PCC Pavement (from the north side of the bridge over the Pomona Freeway to Crossroads Parkway North)	100,000	\$ 10,000	90,000

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
G	Bonelli Street reconstruction and resurfacing MP 13-03	530,000	\$ 50,000	480,000
H	Don Julian Road & Unruh Ave. Resurfacing, 6th Avenue to 7th Avenue & Don Julian/6th Avenue Traffic Signal	1,000,000	\$ 200,000	800,000
I	San Jose Avenue Reconstruction (500' west of Nogales Street to 400' west of Charlie Road)	1,750,000	\$ 200,000	1,550,000
J	Arenth Avenue Reconstruction from Fullerton Road to Nogales Street	3,990,000	\$ 500,000	3,490,000
K	Reconstruct Portions of Bixby Drive and Chestnut Street (near the peaker plant)	685,000	\$ 30,000	655,000
L	Coiner Court Reconstruction and Resurfacing	185,000	\$ 20,000	165,000
M	6th Avenue Reconstruction from Lomas Avenue to Valley Boulevard (co-op with L.A. County)	630,000	\$ 60,000	570,000
N	Pellissier Place Reconstruction and Resurfacing, Peck Road to Workman Mill Road	10,000	\$ -	10,000
O	Louden Lane Resurfacing	135,000	\$ 20,000	115,000
P	Stafford Street Resurfacing from Unruh Avenue to Hudson Avenue	-	\$ -	-
Q	Stoner Creek Road Reconstruction from Gale Avenue to Castleton Street, and Gale Avenue (east bound right turn lane including sidewalk, landscaping and embankment pavers at the bridge under the Pomona Freeway)	-	\$ -	-
R	Rowland Avenue Reconstruction, Lawson Avenue to 800' west of Ajax Avenue	1,000,000	\$ 100,000	900,000
S	Lemon Avenue Improvements	1,000,000	\$ 3,800,000	(2,800,000)
T	Clark Avenue & 9th Avenue	105,000	\$ 50,000	55,000

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
U	Citywide Street Curb & Median Re-Painting	15,000	\$ 260,000	(245,000)
	Valley Boulevard PCC Pavement, Hacienda Boulevard to Turnbull Canyon Road	-	\$ -	-
	Baldwin Park Blvd. & Amar Road Guardrail & Intersection Improvements	-	\$ -	-
V	Valley Blvd - Old Valley to Azusa	200,000	\$ 100,000	100,000
W	Walnut Drive North Widening, Fairway to Nogales	600,000	\$ 100,000	500,000
X	East Gale Avenue (AutoMall)	75,000	\$ -	75,000
Y	Annual Bustop ADA Improvements	525,000	\$ 75,000	450,000
Z	Fullerton Road PCC, Rowland to Valley	400,000	\$ 120,000	280,000
AA	Business Parkway Reconstruction	200,000	\$ 200,000	-
AB	Annual Pavement Rehabilitation FY 19	1,300,000	\$ 1,300,000	-
AC	Citywide Sign Replacement	695,000	\$ 695,000	-
AD	Gale Avenue Realignment	300,000	\$ 60,000	240,000
AE	Fairway Grade Separation Streetlight project	160,000	\$ 20,000	140,000
AF	Auto Mall Car Dealership Alley Improvements	80,000	\$ 70,000	10,000
	Preliminary Design of E-W Bicycle Path	-	\$ 40,000	(40,000)
		19,339,000	\$ 9,340,000	9,999,000

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
3. Bridge Widening, Seismic Retrofit, and Preventative Maintenance				
A	Azusa Avenue Bridge Painting (bridge spans over Valley Boulevard, UPRR R/W, San Jose Creek and Chestnut Street)	7,360,000	\$ 50,000	7,310,000
B	Grand Avenue Bridge Widening at San Jose Creek	320,000	\$ 150,000	170,000
C	Seismic Retrofit Anaheim-Puente Over San Jose Creek	370,000	\$ 10,000	360,000
D	Nelson Avenue Over Puente Creek	420,000	\$ 10,000	410,000
	Bridge Rehabilitation - Valley Boulevard over Old Valley		\$ 100,000	(100,000)
		8,470,000	\$ 320,000	8,150,000
4. Traffic Signal and Traffic Related Improvements				
	Don Julian Road and 6th Avenue Traffic Signal and Intersection Modifications (new signal; includes R/W)	-	\$ -	-
A	Traffic Signal and Intersection Modifications at Nelson Avenue and Sunset Avenue (to add left turn pockets on Nelson Avenue; shared with La Puente)	1,000,000	\$ 250,000	750,000
B	Traffic Signal and Intersection Modifications at Nelson Avenue and Puente Avenue (to add left turn pockets on Nelson Avenue; shared with La Puente and L.A. County)	1,000,000	\$ 250,000	750,000
C	Azusa Avenue and Temple Avenue Intersection Modifications (for dual right turn lanes for eastbound Temple Avenue to southbound Azusa Avenue)	950,000	\$ 50,000	900,000
		2,950,000	\$ 550,000	2,400,000
5. Storm Drain & Stormwater Improvements				
A	Ajax Avenue Storm Drain	325,000	\$ 360,000	(35,000)
	Grade Separation Pump House Upgrades	-	\$ -	-

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
B	Regional Infiltration Basin - MS4 Requirement (San Angelo Park)	150,000	\$ 30,000	120,000
C	Catch Basin Retrofits Phase I - MS4 Requirement	200,000	\$ 25,000	175,000
D	Multi-Benefit Stormwater Capture Projects for USGR EWMP (30% design)	175,000	\$ 200,000	(25,000)
	City of Industry Stormwater Capture Project	-	\$ -	-
E	Four Grade Separation Pump House Upgrades	1,730,000	\$ 25,000	1,705,000
F	Catch Basin Retrofits Phase II - MS4 Requirement	1,300,000	\$ 100,000	1,200,000
G	Kella Avenue Storm Drain	150,000	\$ 60,000	90,000
		4,030,000	\$ 800,000	3,230,000
6. IPUC - Water Utility				
A	Starhill Lane & 3rd Avenue Waterline Improvements	545,000	\$ 60,000	485,000
B	4th Avenue & Trailside Waterline Improvements	647,500	\$ 60,000	587,500
C	Don Julian & basetdale Waterline Improvements	270,000	\$ 40,000	230,000
D	Lomitas Generator	338,000	\$ 10,000	328,000
		1,800,500	\$ 170,000	1,630,500
7. IPUC - Electric Utility				
A	Electric Vehicle ("EV") Pay for Use Charging Stations at the Metrolink	385,000	\$ 385,000	-
B	Azusa-Chestnut Development (Distribution lines & service connections)	30,000	\$ 10,000	20,000
C	City Streeights Purchase & LED upgrade	3,230,000	\$ 3,230,000	-
D	IBC East Side Street Light, Cabling, & Fiber Optic Substructure Plan (PU)	155,000	\$ 20,000	135,000
E	Grand Crossing Substation - Phase 1,2,3 Substructure & Cabling (PU)	-	\$ -	-

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
F	Metrolink Station Video Security System, Installation & Commission Services	98,000	\$ 115,000	(17,000)
G	Expansion of Solar Energy System at Metrolink Station	200,000	\$ 100,000	100,000
	Street lights on Amar Road, Aileron Ave to Echelon Ave		\$ 50,000	(50,000)
		4,098,000	\$ 3,910,000	188,000
8. Expo Center at Industry Hills				
	Sewer Main Replacement, Realignment, Installation of PVC Lining Repairs and Adjustment of Manholes, at various locations throughout the complex	-	\$ -	-
A	Sewer Design - Expo Center Sewer Main Replacement	640,000	\$ 110,000	530,000
B	Painting the Grand Arena	1,200,000	\$ 1,200,000	-
C	Parking Lot Improvements	1,580,000	\$ 600,000	980,000
D	Pavillion Building Upgrades	-	\$ -	-
E	Avalon Room	1,600,000	\$ 100,000	1,500,000
F	Patio Café Improvements	2,625,000	\$ 125,000	2,500,000
G	Expo Center Gate Entrance Improvements	295,000	\$ 270,000	25,000
H	Grand Arena Building Improvements	-	\$ -	-
	Design Build Services for Solar Carport Canopy Power Generation System at City Hall	-	\$ -	-
I	Expo Barn Facilities Lighting Design & Specification Services	155,000	\$ 155,000	-
J	Industry Hills Trail Grading Improvements Design	440,000	\$ 200,000	240,000
K	Industry Hills Trail Lighting Design	800,000	\$ 800,000	-
		9,335,000	\$ 3,560,000	5,775,000
9. Industry Hills Golf & Convention Facilities				

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
A	Repair settlement damage at the parking structure and adjacent employee parking area, including repairs of the perimeter parking lot lighting	375,000	\$ 60,000	315,000
B	Repair settlement damage at the laundry building	375,000	\$ 50,000	325,000
		750,000	\$ 110,000	640,000
10. Open Spaces/Tonner Canyon/Tres Hermanos				
A	Replacement of Steel Waterline Crossing over Brea Creek (\$175,000) and Upgrades of the Booster Pump Station at Brea Canyon Road (\$40,000) (Just East of the 57 Fwy)	325,000	\$ 10,000	315,000
B	Replacement of Water Lines and Valves	340,000	\$ 10,000	330,000
C	Follows Camp	350,000	\$ 150,000	200,000
D	Arnold Reservoir Rip Rap	350,000	\$ 100,000	250,000
		1,365,000	\$ 270,000	1,095,000
11. Civic Center Facilities				
A	City Hall Emergency Standby Power Generator	305,000	\$ 470,000	(165,000)
B	Design Build Services for Solar Carport Canopy Power Generation System at City Hall	430,000	\$ 550,000	(120,000)
C	LED Lighting Upgrade & Water Closet Replacement	-	\$ -	-
D	City Hall Signage & Painting	130,000	\$ 50,000	80,000
	City Hall Roof Replacement		\$ 200,000	(200,000)
	Civic Financial Center Landscaping Improvements		\$ 50,000	(50,000)
		865,000	\$ 1,320,000	(455,000)

City of Industry				
Mid-Year Budget Update				
Capital Improvement Program				
Fiscal Year 2018-2019				
				Exhibit F
	Project Name	Adopted Budget 2018-2019	Mid-Year Budget Amendment 2018- 2019	Proposed Amended Budget 2018-2019
12. Facilities Improvements				
A	El Encanto Convalescent Hospital Roof Repair	100,000	\$ 100,000	-
B	El Encanto Underground Electrical (Parking Lot Lighting)	82,000	\$ 82,000	-
C	Hudson Building Design, Phase 1	185,000	\$ 350,000	(165,000)
D	Hatcher Warehouse Upgrades	100,000	\$ 20,000	80,000
E	El Encanto - carpet, moulding, wall covering & Hand Rails	465,000	\$ 200,000	265,000
F	El Encanto - Sub Acute Dialysis Center	280,000	\$ 100,000	180,000
G	Hudson Building, Phase 2	100,000	\$ 50,000	50,000
H	Hatcher Yard Facility Demolition	45,000	\$ 45,000	-
	Site Plan for Sheriff Trailer		\$ 80,000	(80,000)
		1,357,000	\$ 1,027,000	330,000
	GRAND TOTALS	\$ 59,899,500	\$ 25,217,000	\$ 34,682,500
		-		

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.4



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

TO: Honorable Chair Gorginfar and Members of the Industry Property and Housing Management Authority

FROM: Troy Helling, City Manager *TH*

STAFF: Bing Hyun, Assistant City Manager *[Signature]*

DATE: April 10, 2019

SUBJECT: Approval of amendments to existing rental agreements

Background & Discussion:

As directed by the Industry Property Housing Management Authority Board of Directors (IPHMA) at the March 13, 2019 meeting, the draft rental agreement has been amended to include the following:

- Rent (Section 2) – at least annually, the Landlord reserves the right to increase rent up to two times per year.
- Security Deposit (Section 3) – Security deposits for tenants without pets will pay \$500, while tenants with pets will pay twice the monthly rent (for example, if rent is \$770, then the deposit shall be \$1,540. Also, security deposits may be paid in installments, with half due upon execution and submittal of the rental agreement, and the other half due on the first day of the second month.

In addition, some minor revisions are proposed:

- Rent (Section 2) – the Rental Agreement will be effective June 1, 2019 and a three-day grace period has been provided for late rent submittal.
- Security Deposit (Section 3) – Security deposit will not be returned until Tenants and occupants have vacated the premises.
- Entry by Landlord (Section 11) – Landlord may exhibit property for an inspection and no more than two times per year.
- Default by Tenant (Section 15) – Landlord may terminate the agreement for a non-curable default.
- Attorney Fees (Section 20) – both Landlord and Tenant are limited to receive \$1,000 from the other party.

With direction from the Board, all tenants will receive notice of the change of terms of tenancy and will be required to sign new leases.

Fiscal Impact:

Annual revenue from rent will increase by 10%.

Recommendation:

Direct staff to require each existing tenant to execute the attached Residential Rental Agreement to maintain residency.

Attachment:

A. Residential Rental Agreement

TH/BH:yp

EXHIBIT A

Residential Rental Agreement

[Attached]

INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY RESIDENTIAL RENTAL AGREEMENT

This Residential Rental Agreement ("Agreement") is entered into as of ADD DATE, by and between the Industry Property and Housing Management Authority, a public body ("Landlord"), and ADD TENANT NAMES, an individual (collectively "Tenant"). Landlord hereby rents to Tenant the dwelling unit located at ADD ADDRESS, City of Industry, California ADD ZIP CODE (the "Premises"). Landlord and Tenant are hereinafter referred to collectively as the "Parties".

Section 1. Term. The term of this Agreement is month-to-month. Tenant may terminate this Agreement by giving written notice at least 30-days prior to the intended termination date. Landlord may also terminate this Agreement at any time by giving written notice as provided by law.

Section 2. Rent. Tenant agrees to pay to Landlord as rent for the use and occupancy of the Premises the sum of RENT AMOUNT TO BE EXISTING RENT + 10% per month. The rent is payable to Landlord in advance on or before the first day of each month, commencing on June 1, 2019, at the address specified in this Agreement for the service of notices on Landlord or at any other place designated by Landlord in a written notice served on Tenant. Any check rejected for payment by the bank shall be subject to a \$25 fee for the first check and \$35 for subsequent rejected checks. Any payment of rent after the third day of each month shall be subject to a late fee of 5% of the rent amount. On July 1, 2020, the rent amount shall increase by 10 percent (10%). At the sole and absolute discretion of the Industry Property Housing Management Authority Board of Directors, not more than twice annually, the Board may impose rental increases by an amount not to exceed 10 percent (10%) for each increase. Tenant shall receive notice of any rent increase as required under State law.

Section 3. Security Deposit. As set forth below, Tenant with no pets shall deposit with Landlord the sum of FIVE HUNDRED DOLLARS (\$500.00), receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term of this Agreement. In the event the Tenant has pets as provided below in Section 9, Tenant shall deposit with Landlord the sum of twice the monthly rent, i.e., if rent is \$770.00 per month, the Tenant shall deposit ONE THOUSAND FIVE HUNDRED FORTY DOLLARS (\$1540.00), receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term of this Agreement.

Payment of the Security Deposit may be made in two equal payments. The first half shall be due upon execution of this Agreement, and the other half shall be due on the first day of the second month following execution of this Agreement.

Landlord shall provide Tenant with a written receipt for the security deposit. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant. Security deposit will not be returned until all Tenants and all occupants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified. No interest will be paid on security deposit unless required by local law.

Section 4. Utilities. Tenant is responsible for arranging all utility services and agrees to pay all charges for all utilities, including electricity, gas, and telephone and cable services, used in or on the Premises during the term of this Agreement. Landlord shall provide water, gardening services, ordinary garbage disposal services, and pest control at the Premises.

Section 5. Occupancy of the Premises. Except as otherwise provided in this section, only those persons collectively referred to in this Agreement as "Tenant" and such Tenant's minor children, named hereinbelow, may occupy the Premises:

FIRST NAME	LAST NAME	AGE

Tenant must report within ten (10) working days any change to the composition of the household. Tenant may allow a guest or visitor for a period not exceeding fourteen (14) consecutive days or a total of thirty (30) cumulative calendar days during any twelve (12) month period.

Section 6. Use of the Premises. Tenant agrees that the Premises are to be used exclusively for residential purposes. Tenant may not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights of occupants of neighboring buildings or injure or annoy them or use or allow the Premises to be used for any improper, unlawful or objectionable purpose. Further, Tenant may not do or permit anything to be done in or about the Premises or bring or keep anything in the Premises that will in any way increase the existing rate of or affect any fire or other insurance on the premises or any part of it or any of its contents. Tenant may not put the Premises to any use that violates local zoning ordinances or any other law. Tenant shall not commit or permit waste or nuisance in or about the Premises.

Section 7. Condition of Premises. Tenant acknowledges that Tenant has inspected the Premises and agrees that they are in satisfactory condition and good working order. Tenant must remedy, at Tenant's cost and expense, any deterioration of or injuries to the Premises occasioned by Tenant's lack of ordinary care. Tenant shall be responsible for maintaining the premises in a clean and sanitary condition.

Section 8. Maintenance. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

Section 9. Pets. Tenant must obtain approval from Landlord for the keeping and maintenance of pets, subject to the following: (a) Tenant shall not permit any noise from pets audible from the property line for more than fifteen (15) continuous minutes; (b) Tenant shall not permit noises from pets when such noise is not followed by a minimum of thirty (30) minutes of silence; and (c) Tenant shall keep yards free from animal waste. Unless otherwise provided in California Civil Code §54.2, or other applicable law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except the following:

NAME	TYPE	BREED

Section 10. Alterations and Repairs. The Parties agree that the following provisions govern all alterations and repairs of the premises by Tenant:

(a) Tenant may make no alterations to the Premises without the prior written consent of Landlord. Any alteration made to the premises by Tenant after that consent has been given, and any fixtures installed as a part of that work, will at Landlord's option become the Landlord's property on the expiration or earlier termination of this Agreement, provided, however, that Landlord has the right to require Tenant to remove any fixtures at Tenant's cost on termination of this Agreement.

(b) Tenant shall notify Landlord in writing of any defective conditions on the Premises that require repairs. If Landlord fails to repair or arrange for the repair of the condition within a reasonable time (not exceeding 30 days), Tenant may make the repairs or arrange for them to be made and deduct the cost of the repairs, provided Tenant does not deduct more than the equivalent of one month's rent.

Section 11. Entry by Landlord. Landlord may enter the premises only under the following circumstances:

- (a) In case of emergency.
- (b) To make necessary or agreed repairs, decorations, alterations, or improvements; supply necessary or agreed services;
- (c) To exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers; or to provide entry to contractors or workers who are to perform work on the Premises; or to conduct an initial inspection before the end of the tenancy;
- (d) If Tenant abandons or surrenders the Premises;
- (e) Pursuant to court order;
- (f) To inspect the physical condition of the Premises;
- (g) To determine compliance with this Agreement;
- (h) To exhibit the Premises to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5 of the Civil Code; and
- (i) To inspect the Premises no more than two times per year.

Landlord will give Tenant at least 24 hours' notice of Landlord's intent to enter the Premises unless (1) an emergency exists, (2) Tenant has abandoned or surrendered the Premises, (3) it is impracticable to do so; or (4) if the purpose of entry is a move-out inspection regarding possible security deposit deductions, then Landlord will give Tenant at least 48 hours' notice. Further Landlord will enter only during normal business hours unless (1) an emergency exists, (2) Tenant has abandoned or surrendered the premises, or (3) Tenant consents, at the time of an entry that is not during normal business hours, to the entry.

Section 12. Locks and Keys. Tenant may not change or add any lock to the Premises without obtaining Landlord's prior written consent and without providing Landlord with a key to the changed or added lock.

Section 13. Assignment and Subletting. Tenant may not assign this Agreement or sublet all or any portion of the Premises. Any assignment or subletting will be void and may, at Landlord's option, terminate this Agreement.

Section 14. Surrender of Premises. Upon the termination of this Agreement, Tenant must quit and surrender the Premises in as good a condition as they were at the commencement of this Agreement, reasonable use and wear thereof and damages by the elements excepted.

Section 15. Default by Tenant. Any breach by Tenant of a condition, covenant, or provision of this Agreement will constitute a material breach. For any material breach by Tenant, Landlord may provide Tenant with a written notice that describes the breach and demands that Tenant cure the default (if a cure is possible), or at Landlord's sole and absolute discretion, for a non-curable default Landlord may terminate this Agreement.

Section 16. Notices. Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party must be in writing and will be deemed to be served when personally delivered to the party to whom the notice is directed or, in lieu of personal service, when deposited in the United States mail, first-class postage prepaid, addressed to Tenant at the Premises or to Landlord at 15625 East Stafford Street, Suite 100, City of Industry, California 91744. The Parties may change their address for purposes of this section by giving written notice of the change to the other party in the manner provided in this section.

Section 17. Megan's Law Disclosure. Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

Section 18. Proposition 65 and Lead Based Paint Hazards Notice. The Premises may contain at least one of the following chemical(s) known to the State of California to cause cancer or reproductive toxicity and for which warnings are now required. These chemicals include, but are not limited to: carbon monoxide and gasoline components. More information on specified exposures is available at <http://www.oehha.ca.gov/prop65.html>. Further, Landlord hereby discloses to Tenant (ADD DISCLOSURE OF LEAD PRESENCE, IF APPLICABLE).

Section 19. Waiver. The waiver by Landlord of any breach by Tenant of any of the provisions of this Agreement will not constitute a continuing waiver or a waiver of any subsequent breach by Tenant either of the same or of another provision of this Agreement. Landlord's acceptance of rent following a breach by Tenant of any provision of this Agreement, with or without Landlord's knowledge of the breach, will not be deemed to be a waiver of Landlord's right to enforce any provision of this Agreement.

Section 20. Attorney Fees. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney fees, costs, and expenses incurred in the action or proceeding by the prevailing party, in an amount not to exceed One Thousand Dollars (\$1,000.00).

Section 21. Binding on Heirs and Successors. This Agreement is binding on and will inure to the benefit of the heirs, executors, administrators, successors, and assigns of Landlord and Tenant; provided, however, that nothing in this section may be construed as a consent by Landlord to any assignment of this Agreement or any interest in it by Tenant.

Section 22. Time of Essence. Time is expressly declared to be of the essence in this Agreement.

Section 23. Integrated Agreement. This instrument is the full, complete, sole, final, and exclusive agreement of the Parties concerning the matters covered by this Agreement and the rights granted and duties undertaken as between the Parties. There is no other agreement between the Parties respecting the subject matter of this Agreement or the rights, duties, promises, and undertakings of the Parties. Any statement, representation, promise, or undertaking made prior to or contemporaneously with the execution

of this Agreement is void and of no effect, or will be held to have merged or been superseded by the terms and conditions of this Agreement. Any statement, promise, or representation made to or by any party, or made to or by an employee, attorney, agent or representative of any party, respecting the matters set forth in this Agreement will not be valid or binding as to these Parties unless it is specifically contained in this Agreement. Any oral representation, modification, or change concerning this Agreement, or the terms or conditions of this Agreement, will be of no force and effect. Modifications to this Agreement must be in writing and signed by the parties to this Agreement.

Section 24. Enforceability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. Venue for any cause of action shall be Los Angeles County, California.

Section 26. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 27. Authority. Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

LANDLORD

TENANT

By _____
ADD NAME, IPHMA Chairperson

By _____
ADD NAME

By _____
ADD NAME