
City of Industry Property and Housing Management Authority



REGULAR MEETING AGENDA
MARCH 11, 2020
10:30 a.m.

Chair Raheleh Gorginfar
Vice Chair Phil Cook
Board Member Ken Calvo
Board Member Joseph Emmons
Board Member Tim Seal

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. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the Industry Property & Housing Management Authority (IPHMA), the public, or staff request specific items be removed from the Consent Calendar for separate action.

5.1 Consideration of the Register of Demands for March 11, 2020

RECOMMENDED ACTION: Approve the Register of Demands for March 11, 2020.

5.2 Consideration of the minutes of the February 12, 2020 regular meeting

RECOMMENDED ACTION: Approve as submitted.

6. **BOARD MATTERS**

6.1 Consideration of Resolution No. IPHMA 2020-02 -A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY OF APPROVING AND ADOPTING THE FISCAL YEAR 2019-20 PROPOSED MID-YEAR BUDGET ADJUSTMENTS

RECOMMENDED ACTION: Adopt Resolution No. IPHMA 2020-02.

6.2 Consideration of a License Agreement with Shri Guru Singh Sabha, Inc., for Access to Assessor's Parcel Numbers 8762-002-901 and 8762-002-902 located at 20137 East Walnut Drive South to be used as Overflow Parking for Special Events

RECOMMENDED ACTION: Approve the Agreement.

7. **EXECUTIVE DIRECTOR COMMENTS:**

8. Adjournment. Next regular meeting: Wednesday, April 8, 2020 at 10:30 a.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 March 11, 2020

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
160	INDUSTRY PROPERTY & HOUSING	26,633.27

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
BofA	BANK OF AMERICA CHECKING	26,633.27

APPROVED PER CITY MANAGER

Industry Property and Housing Management Authority

Board Meeting

March 11, 2020

Checks	Date			Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking					
21534	02/13/2020			ROWLAND WATER DISTRICT	\$308.12
	Invoice	Date	Description	Amount	
	2020-00001198	01/29/2020	12/12-01/13/20 SVC - 17229 CHESTNUT ST	\$168.58	
	2020-00001199	01/29/2020	12/12-01/13/20 SVC - 17217 CHESTNUT ST	\$96.13	
	2020-00001200	01/29/2020	12/12-01/13/20 SVC - 17217 & 17229 CHESTNUT - IRR	\$43.41	
21535	02/13/2020			SO CALIFORNIA EDISON COMPANY	\$53.95
	Invoice	Date	Description	Amount	
	2020-00001201	02/04/2020	01/03-02/03/20 SVC - 15652 NELSON AVE	\$37.62	
	2020-00001202	02/04/2020	01/03-02/03/20 SVC - 15722 NELSON AVE	\$16.33	
21536	02/13/2020			SOCALGAS	\$48.39
	Invoice	Date	Description	Amount	
	2020-00001203	02/06/2020	01/06-02/04/20 SVC - 15722 NELSON AVE	\$4.77	
	2020-00001204	02/05/2020	01/04-02/03/20 SVC - 16200 TEMPLE AVE APT 202-BUNK	\$43.62	
21537	02/27/2020			INDUSTRY PUBLIC UTILITY COMMISSI	\$39.53
	Invoice	Date	Description	Amount	
	2020-00001271	02/14/2020	1/10-2/10/20 SVC 16218 E TEMPLE	\$30.15	
	2020-00001272	02/14/2020	1/10-2/10/20 SVC 16229 E TEMPLE	\$9.38	
21538	02/27/2020			SO CALIFORNIA EDISON COMPANY	\$14.49
	Invoice	Date	Description	Amount	
	2020-00001273	02/13/2020	1/14-2/12/20 SVC 20137 E WALNUT DR	\$14.49	
21539	02/27/2020			WALNUT VALLEY WATER DISTRICT	\$20.54

Industry Property and Housing Management Authority

Board Meeting

March 11, 2020

Checks	Date			Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking					
	Invoice	Date	Description		Amount
	3580427	02/12/2020	12/31-1/28/20 SVC 20137 WALNUT DR		\$20.54
21540	03/11/2020	ABORTA-BUG PEST CONTROL			\$3,375.00
	Invoice	Date	Description		Amount
	14970	02/19/2020	RODENT CHECK - 16000 TEMPLE AVE		\$150.00
	14930	02/03/2020	FEBRUARY 2020 PEST SVC @ \$75 PER HOUSE		\$1,575.00
	14990	02/19/2020	RODENT CHECK-16224 TEMPLE AVE		\$75.00
	14733	01/06/2020	JANUARY 2020 PEST SVC @ \$75 PER HOUSE		\$1,575.00
21541	03/11/2020	CNC ENGINEERING			\$2,100.00
	Invoice	Date	Description		Amount
	500317	02/27/2020	COORDINATION FOR PLUMING REPAIRS-16220 E. TEM		\$390.00
	500316	02/27/2020	COORDINATION FOR CHIMNEY AND DRAINAGE ISSUES		\$572.50
	500315	02/27/2020	COORDINATION WITH MISC. MAINTENANCE - VARIOUS		\$590.00
	500314	02/27/2020	COORDINATION FOR FIREPLACE AND CHIMNEY REPAIR		\$450.00
	500313	02/27/2020	COORDINATION LIGHTING REPAIRS-15714 NELSON AV		\$97.50
21542	03/11/2020	FIREPLACE FREDDIE, INC.			\$125.00
	Invoice	Date	Description		Amount
	FF013020	01/27/2020	CHIMNEY INSPECTION-16242 TEMPLE		\$125.00
21543	03/11/2020	IPHMA - PAYROLL ACCOUNT			\$3,500.00
	Invoice	Date	Description		Amount
	MAR-20	02/27/2020	REPLENISH PAYROLL ACCOUNT FOR MARCH 2020		\$3,500.00

Industry Property and Housing Management Authority

Board Meeting

March 11, 2020

Checks	Date			Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking					
21544	03/11/2020			SATSUMA LANDSCAPE & MAINT.	\$11,960.19
	Invoice	Date	Description		Amount
	0120EHNHCS	01/27/2020	JAN.2019 LANDSCAPE MAINTENANCE		\$11,960.19
21545	03/11/2020			STEINKE ELECTRIC, KIRK	\$2,836.00
	Invoice	Date	Description		Amount
	264	01/31/2020	2 BATHROOM EXHAUST FANS-16224 TEMPLE AVE		\$2,836.00
21546	03/11/2020			SURETECK, INC.	\$2,252.06
	Invoice	Date	Description		Amount
	SUR1-2020-99	02/05/2020	JAN 2020 ON CALL MAINTENANCE SVC-VARIOUS HOU		\$2,252.06

Ckecks	Status	Count	Transaction Amount
	Total	13	\$26,633.27

*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
FEBRUARY 12, 2020
PAGE 1

The Regular Meeting of the Property and Housing Management Authority of the City of Industry, California, was called to order by Vice Chair Phil Cook at 5:04 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Vice Chair Phil Cook followed by a moment of silence for Mayor Dave Perez.

ROLL CALL

PRESENT:

Phil Cook, Vice Chair
Ken Calvo, Board Member
Joseph Emmons, Board Member

ABSENT: Raheleh Gorginfar, Chair
Tim Seal, Board Member

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

PUBLIC COMMENTS

Due to the absence of Chair Gorginfar, Vice Chair Cook led the Industry Property and Housing Management Authority meeting.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JANUARY 8, 2020

RECOMMENDED ACTION: *Ratify the Register of Demands.*

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 12, 2020

RECOMMENDED ACTION: *Approve the Register of Demands for February 12, 2020.*

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 12, 2020
PAGE 2

**5.3 CONSIDERATION OF THE MINUTES OF THE DECEMBER 11, 2019
REGULAR MEETING**

RECOMMENDED ACTION: *Approve as submitted.*

MOTION BY BOARD MEMBER EMMONS, AND SECOND BY VICE CHAIR COOK TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

BOARD MATTERS

6.1 CONSIDERATION OF RESOLUTION NO. IPHMA 2020-01 – A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY RESCINDING RESOLUTION NO. IPHMA 2017-02 AND AMENDING THE TIME OF ITS REGULAR MEETINGS

RECOMMENDED ACTION: *Adopt Resolution No. IPHMA 2020-01.*

City Manager Troy Helling, stated that staff is requesting that the time of the regularly scheduled Industry Property and Housing Authority meetings be changed to 10:30 a.m. on Wednesdays, preceding the second Thursday of each month.

MOTION BY BOARD MEMBER CALVO, AND SECOND BY BOARD MEMBER EMMONS TO ADOPT RESOLUTION NO. IPHMA 2020-01. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 12, 2020
PAGE 3

6.2 CONSIDERATION OF AMENDMENT NO. 3 TO THE MAINTENANCE SERVICES AGREEMENT WITH SURETECK INDUSTRIAL & COMMERCIAL SERVICES, INC., FOR ON-CALL MAINTENANCE SERVICES, INCREASING THE COMPENSATION BY \$80,000.00

RECOMMENDED ACTION: *Approve the Amendment.*

Assistant City Manager Bing Hyun provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER CALVO, AND SECOND BY BOARD MEMBER EMMONS TO APPROVE THE AMENDMENT. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

6.3 CONSIDERATION OF AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH AKERS CONSULTING SERVICES, INC., DBA ABORTA BUG PEST & TERMITE CONTROL FOR RESIDENTIAL PEST CONTROL SERVICES, EXTENDING THE TERM TO DECEMBER 31, 2020, AND INCREASING THE COMPENSATION BY \$30,000

RECOMMENDED ACTION: *Approve the Amendment.*

Assistant City Manager Bing Hyun provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER EMMONS, AND SECOND BY BOARD MEMBER CALVO TO APPROVE THE AMENDMENT. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

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

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
FEBRUARY 12, 2020
PAGE 4

EXECUTIVE DIRECTOR COMMENTS:

Vice Chair Cook ended the meeting this evening in honor of Mayor Dave Perez.

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 5:12 p.m.

Phil Cook
Vice Chair

Julie Robles
Assistant Secretary

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 6.1



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 *YP*

DATE: March 11, 2020

SUBJECT: **Presentation of the FY 2019-2020 Mid-Year Budget Report and Consideration to approve and adopt the IPHMA FY 2019-2020 Mid-Year Budget Report and approve and adopt Resolution No. IPHMA 2020-02, approving the FY 2019-2020 Mid-Year Budget Amendments**

BACKGROUND:

On June 13, 2019, Industry Property and Management Authority ("IPHMA") adopted the FY 2019-2020 ("FY 20") Budget. Throughout the fiscal year, unanticipated revenues and expenditures arise that potentially impact the approved budget, and therefore require budget amendments

DISCUSSION:

On June 13, 2019, IPHMA budgeted total revenue of \$252,200 and total expenditures for \$571,240. The city's general fund subsidized the short fall of \$319,240.

The FY 20 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 20 Proposed Budget Amendments.

IPHMA-The adopted budget projected a higher rent increase for FY 2019-20; however, due to AB 1482-the statewide rent control bill, the IPHMA Board had to adjust the rent increases, which resulted in a reduction of revenue by \$90,000. The proposed midyear budget also includes the \$40,400 reduction in expenses in professional services and property tax. This will result in a \$49,600 deficit, which will be supported by the city's general fund.

FISCAL IMPACT:

The FY 20 Proposed Budget Amendments for IPHMA Budget will increase IPHMA Fund expenses by \$49,600.

RECOMMENDATION:

Staff recommends that the IPHMA Board receive and file the FY 20 Mid-Year Budget Report and adopt Resolution No. IPHMA 2020-02, approving the Proposed FY 20 Mid-Year Budget Amendments.

ATTACHMENTS:

1. Resolution IPHMA 2020-02: Resolution Approving and Adopting FY 2019-2020 Proposed Mid-Year Budget Amendments
2. Exhibit A- FY 2019-20 Proposed IPHMA Budget
3. Exhibit B- FY 2019-20 Proposed IPHMA Capital Project List
4. Exhibit C- FY 2019-20 Proposed IPHNA Transfer In/Out

RESOLUTION NO. IPHMA 2020-02

A RESOLUTION OF THE INDUSTRY PROPERTY HOUSING AND MANAGEMENT AUTHORITY APPROVING AND ADOPTING THE FISCAL YEAR 2019-20 PROPOSED MID-YEAR BUDGET ADJUSTMENTS

WHEREAS, on June 12, 2019, the Industry Property Housing and Management Authority (“IPHMA”) adopted its FY 2019-2020 (“FY 20”) Budget; 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 11, 2020, the FY 20 Mid-Year Budget Report was presented to the IPHMA Board, which provided an update on IPHMA’s fiscal performance through the mid-point of the fiscal year, from July 1, 2019, through December 31, 2019, comparing all revenues and expenditures to the same period in the prior fiscal year and against adopted budget levels; and

WHEREAS, the FY 20 Mid-Year Budget Report also presented an overview of the FY 20 Mid-Year Budget Amendments for the Board’s consideration to approve and amend the FY 20 Adopted Budget.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE INDUSTRY PROPERTY HOUSING AND 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 IPHMA received a presentation on the FY 2019-20 Mid-Year Budget Report and hereby receives and files same.

Section 3. The IPHMA hereby approves the FY 20 Mid-Year Budget Amendments, attached hereto as Exhibit A, and incorporated herein by reference, subject to any necessary allocations by the City of Industry City Council.

Section 4. The IPHMA Board hereby authorizes the Executive Director, or his designee, to make the appropriate changes and budget amendments in IPHMA’s Financial System.

Section 6. The Secretary shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

Section 7. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 8. This Resolution shall be effective immediately.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Industry Property Housing and Management Authority, at a regular meeting held on March 11, 2020, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS

ABSTAIN: BOARD MEMBERS

ABSENT: BOARD MEMBERS

Raheleh Gorginfar, Chairperson

ATTEST:

Julie Gutierrez-Robles, Secretary

**INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
MID-YEAR BUDGET UPDATE
REVENUE/EXPENSES SUMMARY
FISCAL YEAR 2019-2020**

FUND	CATEGORY	DESCRIPTION	ADOPTED BUDGET FY 19-20	Exhibit A	
				MID-YEAR BUDGET AMENDMENT FY 19-20	PROPOSED AMENDED BUDGET FY 19-20
160	REVENUE				
		Interest Income	200.00		200.00
		Rental Income	252,000.00	(90,000.00)	162,000.00
		Transfer From City General Fund	319,240.00	-	319,240.00
			<u>571,240.00</u>	<u>(90,000.00)</u>	<u>481,440.00</u>
	Expenditure				
		Board Salaries	39,000.00	-	39,000.00
		General Insurance and Bonding	11,000.00	-	11,000.00
		Office Supplies & Postage	-	1,000.00	1,000.00
		Miscellaneous	-	-	-
		Medicare	600.00	-	600.00
		State Unemployment	2,000.00	-	2,000.00
		Disability	40.00	-	40.00
		State Employment & Training Tax	100.00	-	100.00
		PARS - ARS	2,000.00	-	2,000.00
		Landscape Maintenance	137,000.00	-	137,000.00
		Accounting Fees	1,000.00	-	1,000.00
		Professional Services	20,000.00	(15,000.00)	5,000.00
		Legal Services	2,000.00	38,000.00	40,000.00
		Planning, Survey and Design	-	-	-
		Advertising and Printing	500.00	-	500.00
		Utilities - Gas	1,000.00	600.00	1,600.00
		Utilities - Water	15,000.00	-	15,000.00
		Utilities - Electric	3,000.00	-	3,000.00
		Property Taxes and Assessments	102,000.00	(65,000.00)	37,000.00
		General Engineering	85,000.00	-	85,000.00
		Property Maintenance	150,000.00	-	150,000.00
		Housing Improvements	-	-	-
			<u>571,240.00</u>	<u>(40,400.00)</u>	<u>530,840.00</u>
		Short Fall will be supported by City General Fund	<u>-</u>	<u>49,600.00</u>	<u>49,400.00</u>

**CITY OF INDUSTRY
MID-YEAR BUDGET UPDATE
CAPITAL IMPROVEMENT BUDGET
FISCAL YEAR 2019-2020**

Exhibit B

DESCRIPTION	ADOPTED BUDGET FY 19-20	MID-YEAR BUDGET AMENDMENT FY 19-20	PROPOSED AMENDED BUDGET FY 19-20
Grade Separation	4,775,000.00	(300,000.00)	4,475,000.00
Street Widening, Reconstruction, Resurfacing and Slurry Seal	20,630,000.00	(8,835,000.00)	11,795,000.00
Bridge Widening, Seismic Retrofit, and Preventative Maintenance	11,745,000.00	(450,000.00)	11,295,000.00
Traffic Signal and Traffic Related Improvements	6,050,000.00	(1,280,000.00)	4,770,000.00
Strom Drain & Stormwater Improvements	3,095,000.00	(1,165,000.00)	1,930,000.00
IPUC - Water Utility	2,070,000.00	(416,000.00)	1,654,000.00
IPUC - Electric Utility	5,237,000.00	(4,335,000.00)	902,000.00
Expo Center at Industry Hills	8,650,000.00	(6,397,800.00)	2,252,200.00
Industry Hills Golf & Convention Facilities	765,000.00	(95,000.00)	670,000.00
Open Spaces/Tonner Canyon & Tres Hermanos	1,105,000.00	(355,000.00)	750,000.00
Civic Center Facilities	1,430,000.00	(1,010,000.00)	420,000.00
Facilities Improvements	4,670,000.00	(5,152,800.00)	(482,821.00)
K) Miscellaneous Housing Capital Improvements	300,000.00	(130,000.00)	170,000.00
CAPITAL IMPROVEMENTS FUND-TOTAL EXPENDITURES	70,522,000.00	(29,921,600.00)	40,600,379.00

**CITY OF INDUSTRY
PROPOSED MID YEAR BUDGET
SCHEDULE OF TRANSFERS
FISCAL YEAR 2019-2020**

Exhibit C

			TRANSFERS IN		TRANSFERS OUT	MID YEAR BUDGET ADJUSTMENT
1)	CRIA - EXPO CENTER		150,500.00			(393,200.00)
		CRIA- CAPITAL PROJECTS			(150,500.00)	393,200.00
2)	CRIA- CAPITAL PROJECTS		677,900.00			662,200.00
		CITY GENERAL FUND			(677,900.00)	(711,800.00)
3)	CITY- IPHMA		319,240.00			49,600.00
		CITY GENERAL FUND			(319,240.00)	
4)	CITY- CAPITAL PROJECT FUND		1,400,000.00			
		CITY GENERAL FUND			(1,400,000.00)	
5)	CITY DEBT SERVICE		34,760,000.00		(7,578,000.00)	
		CITY GENERAL FUND	7,578,000.00		(34,760,000.00)	
6)	PUBLIC FACILITIES AUTHORITY		55,544,000.00			
		CITY DEBT SERVICE			(55,529,000.00)	
		CITY GENERAL FUND			(15,000.00)	
			100,429,640.00		(100,429,640.00)	-

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*


ITEM NO. 6.2




INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

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

From: Troy Helling, Executive Director 

Staff: Bing Hyun, Assistant Executive Director 

Date: March 11, 2020

SUBJECT: Consideration of a License Agreement with Shri Guru Singh Sabha, Inc., for Access to Assessor's Parcel Numbers 8762-002-901 and 8762-002-902 located at 20137 East Walnut Drive South to be used as Overflow Parking for Special Events

Background:

Shri Guru Singh Sabha, Inc., ("Sikh Temple") is a non-profit religious organization in the City of Walnut, and is a place of worship for Sikhs in the local community and surrounding areas.

Discussion:

The Sikh Temple contacted the Board for the use of the property located at 20137 East Walnut Drive South ("Property"), as overflow parking for two events in March. The first event is a New Year celebration on March 14, 2020 through March 15, 2020. The second event is a wedding ceremony on March 20, 2020. The Property is adjacent to the Sikh Temple and it is an ideal location to provide overflow parking for those in attendance at these events. Staff is requesting the Board approve the License Agreement with the Sikh Temple to use the Property as overflow parking on March 14-15, 2020, and March 20, 2020.

Fiscal Impact:

Due to the Sikh Temple being a non-profit organization, the proposed fee is \$1.00.

Recommendation:

- 1.) Staff recommends that the Board approve the License Agreement with the Sikh Temple, dated March 11, 2020.

Exhibit:

- A. License Agreement with Shri Guru Singh Sabha Inc., dated March 11, 2020

TH/BH:yp

EXHIBIT A

License Agreement with Shri Guru Singh Sabha Inc., dated March 11, 2020

[Attached]

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“**Agreement**”), dated March 11, 2020, (“**Effective Date**”) is entered into by and between the Industry Property Housing Management Authority, a public body, corporate and politic (“**Licensor/Board**”), and Shri Guru Singh Sabha, Inc., a non-profit organization (“**Licensee**”) (Licensor and Licensee are individually referred to as “**Party**” and collectively referred to as the “**Parties**”).

RECITALS

WHEREAS, the Industry Property Housing Management Authority is the owner of certain property located at **20137 East Walnut Drive South, Walnut, CA 91789**, and Licensee desires to enter the portion of the property generally described as a lot, **Assessor’s Parcel No. 8762-002-901 and 8762-002-902**, as set forth in Exhibit A, attached hereto and incorporated herein by reference (“**Premises**”).

WHEREAS, Licensee desires to utilize the Premises as a parking area for its special events to be held March 14, 2020, March 15, 2020, and March 20, 2020; and

WHEREAS, Licensee acknowledges that Licensee is entering onto the Premises at its sole risk and expense, and Licensor does not have any liability to Licensee under this Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1. License to Enter the Premises. Licensor hereby grants to Licensee a non-exclusive license (the “**License**”) granting permission to enter upon the Premises as of the Effective Date of this Agreement, and to use a portion of the Premises, as depicted in Exhibit A, as a parking area for its special events to be held March 14, 2020, March 15, 2020, and March 20, 2020 (collectively, “**Permitted Use**”); provided, that Licensee’s use of the Premises shall not interfere with the operation of business activities, if any, that are being conducted on the Premises. Prior to any initial entry pursuant to the License, Licensee shall, provide to Licensor proof of insurance as set forth in Section 7 of this Agreement. Licensee shall not permit any other party, except the duly-authorized representatives, agents, employees and contractors (collectively “**Representatives**”) of Licensee to enter or use the Premises during the term of this License, without Licensor’s prior written consent, and in all events the sole reason for entry and use of the Premises shall be for the performance of Licensee’s Permitted Use. Licensee hereby acknowledges that it is only permitted to utilize the portion of the Premises designated in Exhibit A, for the special event parking.

2. Payment. Given that Licensee is a non-profit organization that serves the community, Licensee shall pay Licensor, and Licensor shall accept One Dollar (\$1.00) (“**License Payment**”), for the use of the Premises. License Payment shall be due upon execution of the Agreement by Licensee. Payment shall be made to Licensor at 15625 E. Stafford Street, Suite 100, City of Industry, CA 91744.

3. Permitted Use. The Permitted Use is hereby defined to include special event parking. Upon execution of this Agreement, Licensee shall provide a site plan to the Licensor, which shall

detail the configuration of the vehicles on the Premises, and which shall provide sufficient ingress and egress for public safety vehicles. Licensee shall exercise due care in the performance of the Permitted Use and such use shall be exercised in a manner which complies with all applicable laws.

4. Maintenance of Premises. Upon termination of the License, Licensee shall repair any damage done to the Premises by Licensee or its duly authorized Representatives, and shall restore the Premises to its condition as of the Effective Date of this Agreement.

5. Government Regulations and Other Obligations of Licensee. As a condition precedent to commencement of the Permitted Use, if required, Licensee shall obtain at its sole cost and expense all governmental permits and authorizations of whatever nature required, if any (“Permits”) by any and all governmental authorities having jurisdiction over the Premises for Licensee’s exercise of the Permitted Use. Licensor shall use commercially reasonable efforts to cooperate with Licensee and to support any and all applications or request for said Permits submitted by Licensee or on Licensee’s behalf. Licensee shall, in all activities undertaken pursuant to this Agreement, comply and cause its Representatives to comply with all federal, state and local laws, statutes, orders, ordinances, rules, regulations, plans, policies and decrees.

6. Liens.

6.1 Licensee shall not cause or permit to be filed, recorded or enforced against the Premises, or any part thereof, any mechanics’, material men’s, contractors’ or subcontractors’ liens arising from the Permitted Use or any claim or action affecting the title to the Premises arising from the Permitted Use, and Licensee shall pay or cause to be paid, or otherwise removed or bonded over, the full amount of all such liens or claim within fifteen (15) days of receiving written notice thereof. In addition to and not in limitation of Licensor’s other rights and remedies under this Agreement or under law, should Licensee fail within fifteen (15) business days of a written notice from Licensor to pay and discharge or bond over any lien arising out of Licensee’s use of the Premises, then a material breach under this Agreement shall be deemed to have occurred which, at Licensor’s election, shall entitle Licensor to terminate this License effective upon notice by Licensor to Licensee so stating.

6.2 If Licensee desires to contest in good faith the validity of any lien or any claim or demand that could result in a lien against the Premises or any portion thereof for which Licensor could become liable if not successfully resolved, as a condition to such contest, Licensee shall notify Licensor of Licensee’s intent to contest the lien or claim and the grounds for such contest. Notwithstanding anything to the contrary set forth herein, Licensee shall pay and satisfy any adverse judgment that may be rendered thereon before the enforcement thereof against Licensor or the Premises.

7. Insurance. Prior to entering the Premises and until the termination of this Agreement, Licensee shall maintain at its sole expense insurance limits as stipulated in this section.

7.1 Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as:

(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed

operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

(b) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Licensee has no owned autos, Code 8 (hired) and 9 (non-owned), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(c) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

7.2 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insured Status. The Licensor and Board Representatives, (as defined in Section 8, below) are to be additional insureds on the CGL policy with respect to liability arising out of Licensee's use of the Premises. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

(b) Primary Coverage. For any claims related to this Agreement, the Licensee's insurance coverage shall be primary insurance as respects the Licensor/Board Representatives. Any insurance or self-insurance maintained by the Licensor/Board Representatives, shall be excess of the Licensee's insurance and shall not contribute with it.

(c) Contractors and Subcontractors. Licensee shall require and verify that all contractors and subcontractors maintain insurance meeting all the requirements stated herein, and Licensee shall ensure that Licensor/Board Representatives are additional insureds on insurance required from contractors/subcontractors. For CGL coverage contractors and subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

(d) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Board.

(e) Waiver of Subrogation. Licensee hereby grants to the Board a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Board by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation provided such endorsement is available on commercially reasonable terms, but this provision applies regardless of whether or not the Board has received a waiver of subrogation endorsement from the insurer.

(f) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Board. The Board may require the Licensee to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(g) Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Board.

(h) Deductibles. All such insurance shall have deductibility limits of not greater than \$50,000.00 unless otherwise approved by the Board.

(i) Verification of Coverage. Licensee shall furnish the Board with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved by the Board before exercise of the Permitted use commences. However, failure to obtain the required documents prior to the exercise of the Permitted Use shall not waive the Licensee's obligation to provide them. The Board reserves the right to require complete copies of all required insurance policies, including endorsements, required by these specifications, at any time.

(j) Occurrence Basis Coverage. All policies shall be written on an occurrence basis unless otherwise approved by the Board.

8. Indemnification. From and after the execution of this Agreement, Licensee hereby agrees to indemnify, defend, protect and hold harmless, with counsel of the Licensor's choosing, the Board and any and all predecessors, successors, assigns, agents, officials, employees, members, independent contractors, affiliates, principals, officers, directors, attorneys, accountants, representatives, staff, and council members of the Board collectively, the "**Board Representatives**", and each of them, from and against all claims, including any claims from any third party beneficiary to this Agreement, causes of action, liabilities, losses, damages, injuries, expenses, charges, penalties, or costs, of whatsoever character, nature and kind, (including attorney's fees and costs incurred by the indemnified Party with respect to legal counsel of its choice), whether to property or to person(s), and whether by direct or derivative action, known or unknown, suspected or unsuspected, latent or patent, existing or contingent (collectively "**Losses and Liabilities**"), related directly or indirectly to, or arising out of or in any way connected with any of the activities of Licensee, its agents, employees, licensees, lessees, representatives, invitees, contractors, subcontractors or independent contractors on the Premises. This indemnification requires Licensee to indemnify the Board and any and all Board Representatives from and against all Losses and Liabilities, including attorneys' fees, arising out of the use or release of any Hazardous Substances on the Premises by Licensee. Licensee's obligation to defend shall arise regardless of any claim or assertion that the Board caused or contributed to the Losses and/or Liabilities, provided, however, that Licensee's liability under this Section 8 will be limited to the extent of any contributory negligence of Licensor.

9. Term, Termination and Remedies. The License shall be effective on March 14, 2020, March 15, 2020, and March 20, 2020 and shall automatically terminate on **March 21, 2020**. Notwithstanding the foregoing, at any time, for any reason, the Licensor may, at its sole and absolute discretion, terminate this Agreement without cause, upon written notice to Licensee. In addition, if Licensee shall be in breach of any of its obligations under this Agreement this License shall terminate upon notice to Licensee. Licensee acknowledges that this License is solely a license, and that Licensee has no rights as an owner, purchaser or tenant by virtue thereof. Upon termination of the Agreement, Licensee shall promptly vacate the Premises and comply with the provisions of Section 4 above. No termination or expiration of this License shall relieve Licensee of its obligations hereunder.

10. Inspection and Access to Premises. Licensor and any of its duly authorized representatives, employees, agents or independent contractors shall be entitled to enter the Premises,

to inspect the Premises, to inspect Licensee's use of the Premises, and for any other purpose, at any time

11. Assignability. This License cannot be assigned by Licensee whether voluntarily or by operation of law, and Licensee shall not permit any use of the Premises, or any part thereof during the Term of this License in violation of the provisions of this License, except with the consent of Licensor (which shall not be unreasonably withheld, conditioned or delayed), and any attempt to do so shall be null and void.

12. Cost of Enforcement. In the event it is necessary for either Party to employ an attorney or other person or commence an action to enforce or interpret any of the provisions of this License or for Licensor to remove Licensee from the Premises, the non-prevailing party agrees to pay to the prevailing party, in addition to such other relief as may be awarded by the court, the Board or other authority before which such suit or proceeding is commenced, all reasonable costs of enforcement in connection therewith including, but not limited to, reasonable attorneys' fees, expenses and costs of investigation.

13. Notices. All notices, consents, approvals, requests, demands and other communications provided for herein shall be in writing and shall be deemed to have been duly given upon the earlier of when personally delivered or served or twenty-four (24) hours after being deposited with FedEx or any other established overnight courier service to the intended party addressed as follows:

Licensor:	Troy Helling Executive Director 15625 East Stafford Street, Suite 100 City of Industry, CA 91744 Tel: (626) 333-2211 thelling@cityofindustry.org
With a Copy to:	James M. Casso, General Counsel Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746 Tel: (626) 269-2980 jcasso@cassosparks.com
Licensee:	Satpal Singh Ghotra, Chief Executive Officer Shri Guru Singh Sabha, Inc. 20001 East Walnut Drive South, Walnut, CA 91789 Tel: (909) 869-6165

14. No Liability of Licensor. Licensee and Licensor acknowledge and agree that Licensee is entering into the Premises prior to the transfer of the Premises to Licensee and that Licensee does so at its sole risk and expense. The provisions hereof shall inure to the benefit of Licensor's and Licensee's successors and assigns including any Mortgagee.

15. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The indemnifications under this Agreement, the obligations of Licensee hereunder to remove liens and Licensee's obligations hereunder with respect to vacating and repairing the Premises shall survive the expiration or termination of the License Term. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. Any action brought concerning this Agreement shall be brought in the appropriate court for the County of Los Angeles, California. Each Party hereby irrevocably consents to the jurisdiction of said court. Licensee hereby expressly waives all provisions of law providing for a change of venue due to the fact that the Board may be a party to such action, including, without limitation, the provisions of California Code of Civil Procedure Section 394. Licensee further waives and releases any right it may have to have any action concerning this Agreement transferred to Federal District Court due to any diversity of citizenship that may exist between the Board and Licensee. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Neither this instrument nor a short form memorandum or assignment hereof shall be filed or recorded in any public office without Licensor's or Licensee's prior written consent.

16. 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.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

“LICENSOR”

“LICENSEE”

**INDUSTRY PROPERTY AND HOUSING
MANGEMENT AUTHORITY**

SHRI GURU SINGH SABHA, INC.

By: _____
Troy Helling, Executive Director

By: _____
Satpal Singh Ghotra, Chief Executive Officer

ATTEST:

Julie Gutierrez-Robles, Board Secretary

APPROVED AS TO FORM:

James M. Casso, General Counsel

EXHIBIT A

Legal Description

Assessor's Parcel Numbers (APN) 8762-002-901 and 8762-002-902 located at 20137 East Walnut Drive South, Walnut, CA 91789. The area identified as "Project Site" in the map below by an arrow and defining yellow lines identifies the area of the Premises, where the Permitted Use shall occur.

Location Map – 20137 East Walnut Drive South

