



City of Industry Property and Housing Management Authority

Regular Meeting Agenda
September 9, 2015
10:00 a.m.

Chairman Troy Helling
Board Member Carlos Cuevas
Board Member Mike Reible

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 the podium. The completed card should be submitted to the Secretary 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 the podium. The completed card should be submitted to the Secretary prior to the Agenda item being called by the Secretary 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 Friday 9:00 a.m. to 5:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.*

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1. Call to Order
 2. Roll Call
 3. Public Comments

4. **BOARD MATTERS**

4.1 Consideration of Register of Demands for September 9, 2015.

RECOMMENDED ACTION: Approve the Register of Demands and authorize the appropriate Authority Officials to pay the bills.

4.2 Consideration of a Residential Rental Agreement for the location of 16000 Temple Avenue, Unit B, between the Industry Property and Housing Management Authority and Jose Salazar and Andrea Salazar.

RECOMMENDED ACTION: Approve the Agreement.

5. Adjournment. Next regular meeting: Wednesday, October 7, 2015 at 10:00 a.m.

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 4.1

INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting September 9, 2015

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
160	INDUSTRY PROPERTY & HOUSING	125,271.33

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
BofA	BANK OF AMERICA CHECKING	125,271.33

**Industry Property and Housing Management Authority
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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
20636	08/12/2015		GAS COMPANY, THE	\$66.73
	Invoice	Date	Description	Amount
	2016-00000132	08/07/2015	07/07-08/05/15 SVC - 16200 TEMPLE AVE	\$9.46
	2016-00000133	08/07/2015	07/07-08/05/15 SVC - 16200 TEMPLE AVE APT 100	\$16.21
	2016-00000134	08/07/2015	07/07-08/05/15 SVC - 16200 TEMPLE AVE APT 202	\$41.06
20637	09/09/2015		ABORTA-BUG PEST CONTROL	\$835.00
	Invoice	Date	Description	Amount
	16496	08/04/2015	SVC - 20137 WALNUT DR SOUTH	\$115.00
	16606	08/19/2015	SVC - 16242 TEMPLE AVE	\$70.00
	16607	08/19/2015	SVC - 16238 TEMPLE AVE	\$70.00
	16608	08/19/2015	SVC - 16218 TEMPLE AVE	\$70.00
	16609	08/19/2015	SVC - 16220 TEMPLE AVE	\$70.00
	16610	08/19/2015	SVC - 16217 TEMPLE AVE	\$70.00
	16611	08/19/2015	SVC - 16229 TEMPLE AVE	\$70.00
	16612	08/19/2015	SVC - 16224 TEMPLE AVE	\$70.00
	16613	08/19/2015	SVC - 16227 TEMPLE AVE	\$70.00
	16699	08/28/2015	SVC - 17217 & 17229 CHESTNUT ST	\$160.00
20638	09/09/2015		AIR-BREE, INC	\$975.00
	Invoice	Date	Description	Amount
	1150812501	08/12/2015	DIAGNOSE/REPAIR HEATING - 15702 NELSON AVE	\$975.00
20639	09/09/2015		BLUE PACIFIC DOORS, INC.	\$85.00
	Invoice	Date	Description	Amount
	991	08/25/2015	GARAGE DOOR REPAIR - 15702 NELSON AVE	\$85.00
20640	09/09/2015		CALICO BUILDING SERVICES, INC	\$225.50
	Invoice	Date	Description	Amount
	1007708	04/27/2015	MISC BUILDING REPAIRS/MAINT SVCS	\$225.50
20641	09/09/2015		CITY OF INDUSTRY-REFUSE	\$201.91

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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	Invoice	Date	Description	Amount
	2246002	07/31/2015	SVC - 15722 NELSON AVE	\$201.91
20642	09/09/2015		CNC ENGINEERING	\$31,475.20
	Invoice	Date	Description	Amount
	43753	08/13/2015	BUILDING REMODEL AT 15722 NELSON AVE	\$8,823.44
	43754	08/13/2015	IPHMA ISSUES - MISC/GENERAL	\$1,152.22
	43755	08/13/2015	IPHMA ISSUES - 20137-20249 E. WALNUT DR SOUTH	\$283.55
	43808	08/27/2015	BUILDING REMODEL AT 15722 NELSON AVE	\$14,783.64
	43809	08/27/2015	IPHMA ISSUES - MISC/GENERAL	\$1,738.67
	43810	08/27/2015	15702 NELSON AVE PROPERTY	\$4,693.68
20643	09/09/2015		CONCEPT CONSULTANT, INC.	\$72,762.45
	Invoice	Date	Description	Amount
	#4IPHMA-001	09/01/2015	BUILDING REMODEL AT 15722 NELSON AVE	\$76,592.05
20644	09/09/2015		DAKOTA BACKFLOW CO.	\$440.00
	Invoice	Date	Description	Amount
	36768	08/21/2015	TESTING OF IPHMA BACKFLOW DEVICES FOR 2015	\$440.00
20645	09/09/2015		HOME DEPOT CREDIT SERVICE	\$3,007.60
	Invoice	Date	Description	Amount
	1011865	08/11/2015	SUPPLIES - 15702 NELSON AVE	\$302.41
	11928	08/12/2015	SUPPLIES - 15702 NELSON AVE	\$140.45
	1970940	08/11/2015	CARPET INSTALLATION - 15702 NELSON AVE	\$50.00
	971039	08/12/2015	CARPET INSTALLATION - 15702 NELSON AVE	\$2,514.74
20646	09/09/2015		JANUS PEST MANAGEMENT	\$98.00
	Invoice	Date	Description	Amount
	169075	07/23/2015	SVC - 22036 VALLEY BLVD	\$98.00
20647	09/09/2015		KLEINFELDER, INC.	\$2,568.50

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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	Invoice	Date	Description	Amount
	001071276	08/14/2015	SOILS & MATERIAL OBSERVATION & TESTING -	\$2,568.50
20648	09/09/2015		MERRITT'S ACE HARDWARE	\$1.99
	Invoice	Date	Description	Amount
	087504	08/11/2015	SUPPLIES - 15702 NELSON AVE	\$1.99
20649	09/09/2015		SATSUMA LANDSCAPE & MAINT.	\$11,388.55
	Invoice	Date	Description	Amount
	0815EHNHCS	08/31/2015	LANDSCAPE MAINTENANCE - AUGUST 2015	\$11,388.55
20650	09/09/2015		SNOWDEN ELECTRIC COMPANY,	\$500.00
	Invoice	Date	Description	Amount
	15-0304	07/30/2015	REPAIR/REPLACE KITCHEN RECEPTACLES - 16224	\$500.00
20651	09/09/2015		SO CALIFORNIA EDISON COMPANY	\$174.51
	Invoice	Date	Description	Amount
	2016-00000243	08/27/2015	08/11-08/21/15 SVC - 15702 NELSON AVE	\$174.51
20652	09/09/2015		THEE BEST ROOTER & PLUMBING	\$465.39
	Invoice	Date	Description	Amount
	4579	08/13/2015	PLUMBING SVC - 15702 NELSON AVE	\$172.89
	4584	08/25/2015	PLUMBING SVC - BUNK HOUSE	\$292.50

Checks	Status	Count	Transaction Amount
	Total	17	\$125,271.33

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 4.2

INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY RESIDENTIAL RENTAL AGREEMENT

This Residential Rental Agreement ("Agreement") is entered into as of September 10, 2015, by and between the Industry Property and Housing Management Authority, a public body ("Landlord"), and Jose Salazar and Andrea Salazar, an individual (collectively "Tenant"). Landlord hereby leases to Tenant the townhouse located at 16000 Temple Avenue, Unit B, City of Industry, California 91744 (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 Six Hundred Dollars (\$600.00) per month. The rent is payable to Landlord in advance on or before the first day of each month, commencing on September 10 2015, 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.

Section 3. 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 4. 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 immediate family, may occupy the Premises.

Section 5. 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. Tenant may not cause, maintain or permit any nuisance in, on, or about the Premises, or commit any waste in or on the Premises. 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. Finally, Tenant may not put the Premises to any use that violates local zoning ordinances or any other law.

Section 6. 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.

Section 7. Alterations and Repairs by Tenant. 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 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 8. 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.

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, or (3) it is impracticable to do so. 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 9. 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 10. 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 11. 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 12. 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 three-day notice that describes the breach and demands that Tenant cure the default (if a cure is possible). If Tenant does not cure the default within the three days, or if a cure is not possible, this Agreement will be terminated. Termination of this Agreement for a breach by Tenant will not occur unless the events described in this section occur.

Section 13. 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 14. 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 15. Proposition 65 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>.

Section 16. 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 17. 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.

Section 18. 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 19. Time of Essence. Time is expressly declared to be of the essence in this Agreement.

Section 20. 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 21. 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 22. 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.

Section 23. 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 24. 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 _____
Troy Helling, Chairman

By _____
Jose Salazar

By _____
Andrea Salazar