
City of Industry Property and Housing Management Authority



REGULAR MEETING AGENDA
NOVEMBER 13, 2019
5:00 p.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 November 13, 2019

RECOMMENDED ACTION: Approve the Register of Demands for November 13, 2019.

5.2 Consideration of the minutes of the July 11, 2018 Regular Meeting and October 9, 2019 Regular Meeting

RECOMMENDED ACTION: Approve as submitted.

6. **BOARD MATTERS**

6.1 Consideration of amendments to existing rental agreements to comply with revisions to State law (AB 1482)

RECOMMENDED ACTION: Approve the revised Residential Rental Agreement.

7. **EXECUTIVE DIRECTOR COMMENTS:**

8. Adjournment. Next regular meeting: Wednesday, December 11, 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 November 13, 2019

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
160	INDUSTRY PROPERTY & HOUSING	93,961.75

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
BofA	BANK OF AMERICA CHECKING	93,961.75

APPROVED PER CITY MANAGER

**Industry Property and Housing Management Authority
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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
21466	10/09/2019		10/31/2019 INDUSTRY PUBLIC UTILITIES	\$1,470.73
	Invoice	Date	Description	Amount
	2020-00000444	08/19/2019	06/18-08/19/19 SVC - 16200 TEMPLE AVE-BUNK HOUSE	\$174.61
	2020-00000445	08/19/2019	06/18-08/19/19 SVC - 16200 TEMPLE AVE CONDO A & B	\$167.76
	2020-00000446	08/19/2019	06/18-08/19/19 SVC - 16200 TEMPLE AVE CONDO C & D	\$90.96
	2020-00000447	08/19/2019	06/18-08/19/19 SVC - 16212 TEMPLE	\$252.78
	2020-00000448	08/19/2019	06/18-08/19/19 SVC - 16217 TEMPLE	\$90.96
	2020-00000449	08/19/2019	06/18-08/19/19 SVC - 16218 TEMPLE	\$90.96
	2020-00000450	08/19/2019	06/18-08/19/19 SVC - 16220 TEMPLE	\$84.66
	2020-00000451	08/19/2019	06/18-08/19/19 SVC - 16224 TEMPLE	\$78.62
	2020-00000452	08/19/2019	06/18-08/19/19 SVC - 16227 TEMPLE	\$80.46
	2020-00000453	08/19/2019	06/18-08/19/19 SVC - 16229 TEMPLE	\$61.56
	2020-00000454	08/19/2019	06/18-08/19/19 SVC - 16238 TEMPLE	\$68.12
	2020-00000455	08/19/2019	06/18-08/19/19 SVC - 16242 TEMPLE	\$91.22
	2020-00000456	08/19/2019	06/18-08/19/19 SVC - 14063 PROCTOR	\$138.06
21467	10/17/2019		10/31/2019 SOCALGAS	\$38.71
	Invoice	Date	Description	Amount
	2020-00000522	10/04/2019	09/03-10/02/19 SVC - 16200 TEMPLE AVE APT 202-BUNK	\$38.71
21468	10/24/2019		10/31/2019 SOCALGAS	\$4.77
	Invoice	Date	Description	Amount
	2020-00000526	10/07/2019	09/04-10/03/19 SVC - 15722 NELSON AVE	\$4.77
21469	10/24/2019		10/31/2019 WALNUT VALLEY WATER DISTRICT	\$20.54
	Invoice	Date	Description	Amount
	3470374	10/09/2019	08/30-09/30/19 SVC - 20137 WALNUT DR	\$20.54

**Industry Property and Housing Management Authority
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Check	Date			Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking					
21470	10/29/2019			INDUSTRY PUBLIC UTILITY COMMISSI	\$6.97
	Invoice	Date	Description	Amount	
	2020-00000545	10/15/2019	09/10-10/10/19 SVC - 16229 E TEMPLE AVE	\$6.97	
21471	11/13/2019			ABORTA-BUG PEST CONTROL	\$1,725.00
	Invoice	Date	Description	Amount	
	14062	10/07/2019	OCTOBER 2019 PEST SVC @\$75 PER HOUSE	\$1,575.00	
	14110	10/03/2019	RODENT CHECK - 16238 TEMPLE	\$75.00	
	14111	10/03/2019	RODENT CHECK - 16224 TEMPLE AVE	\$75.00	
21472	11/13/2019			AIR-BREE, INC	\$494.62
	Invoice	Date	Description	Amount	
	1190531177	05/31/2019	A/C MAINTENANCE - 16000 TEMPLE AVE UNIT B	\$137.20	
	1190531178	05/31/2019	A/C MAINTENANCE - 16000 TEMPLE AVE UNIT D	\$137.42	
	1190531179	05/31/2019	A/C MAINTENANCE - 17217 CHESTNUT ST	\$132.00	
	1190622246	07/30/2019	A/C SERVICE - 16000 TEMPLE AVE UNIT D	\$88.00	
21473	11/13/2019			CNC ENGINEERING	\$7,317.50
	Invoice	Date	Description	Amount	
	459500	10/10/2019	HVAC SVC PREP - 17217 CHESTNUT ST	\$21.25	
	459501	10/10/2019	RESTROOM FAN & DRYER VENT - 15736 NELSON AVE	\$535.00	
	459502	10/10/2019	HVAC SVC PREP - 16000 TEMPLE AVE UNIT D	\$21.25	
	459503	10/10/2019	HVAC SVC PREP - 16000 TEMPLE AVE UNIT B	\$21.25	
	459504	10/06/2019	GARAGE DOOR REPAIRS - 16242 TEMPLE AVE	\$280.00	
	459505	10/10/2019	COORDINATION FOR REPAIRS - VARIOUS HOUSES	\$1,221.25	
	459506	10/10/2019	COORDINATION FOR LOCK & KEY SVC - 16218 TEMPLE	\$85.00	

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Check	Date	Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking			
459507	10/10/2019	GARAGE DOOR & SHOWER DRAIN REPAIRS - 16224 TE	\$475.00
459508	10/10/2019	DEBRIS REMOVAL & RE-KEY LOCKS - 15652 NELSON A	\$767.50
459656	10/31/2019	LIGHT FIXTURE REPAIRS - 17229 CHESTNUT ST	\$487.50
459657	10/31/2019	COORDINATION FOR PLUMBING REPAIRS - 15702 NELSON AVE	\$882.50
459658	10/31/2019	COORDINATION TO REPAIR LEAK - 16000 TEMPLE AVE	\$182.50
459659	10/31/2019	BATHROOM FAN REPAIR - 15736 NELSON AVE	\$450.00
459660	10/31/2019	COORDINATION FOR APPLIANCE REPAIRS - 16000 TEMPLE AVE	\$487.50
459661	10/31/2019	COORDINATION FOR GARAGE DOOR REPAIRS - 16242 TEMPLE AVE	\$852.50
459662	10/31/2019	FRONT PORCH & GARAGE DOOR REPAIRS - 16224 TEMPLE AVE	\$547.50
21474	11/13/2019	INDUSTRY PUBLIC UTILITIES	\$1,448.28
Invoice	Date	Description	Amount
2020-00000585	10/18/2019	08/19-10/18/19 SVC - 16229 TEMPLE	\$65.76
2020-00000586	10/18/2019	08/19-10/18/19 SVC - 16200 TEMPLE AVE CONDOS A & E	\$162.36
2020-00000587	10/18/2019	08/19-10/18/19 SVC - 16200 TEMPLE AVE CONDOS C & I	\$170.46
2020-00000588	10/18/2019	08/19-10/18/19 SVC - 16212 TEMPLE	\$255.48
2020-00000589	10/18/2019	08/19-10/18/19 SVC - 16227 TEMPLE	\$76.26
2020-00000590	10/18/2019	08/19-10/18/19 SVC - 16217 TEMPLE	\$82.56
2020-00000591	10/18/2019	08/19-10/18/19 SVC - 16218 TEMPLE	\$67.86
2020-00000592	10/18/2019	08/19-10/18/19 SVC - 16220 TEMPLE	\$78.36
2020-00000593	10/18/2019	08/19-10/18/19 SVC - 16224 TEMPLE	\$82.82
2020-00000594	10/18/2019	08/19-10/18/19 SVC - 16242 TEMPLE	\$87.02
2020-00000595	10/18/2019	08/19-10/18/19 SVC - 16238 TEMPLE	\$68.12
2020-00000596	10/18/2019	08/19-10/18/19 SVC - 14063 PROCTOR	\$143.46
2020-00000604	10/18/2019	08/19-10/18/19 SVC - HANDORF LOOP IRRIG-BOOSTER	\$61.56
2020-00000605	10/18/2019	08/19-10/18/19 SVC - HANDORF LOOP IRRIG	\$46.20

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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
21475	11/13/2019		IPHMA - PAYROLL ACCOUNT	\$3,500.00
	Invoice	Date	Description	Amount
	NOV-19	10/29/2019	REPLENISH PAYROLL ACCOUNT FOR NOVEMBER 2019	\$3,500.00
21476	11/13/2019		KLINE'S PLUMBING, INC.	\$1,482.40
	Invoice	Date	Description	Amount
	11227	10/14/2019	PLUMBING REPAIRS - 15702 NELSON AVE	\$1,482.40
21477	11/13/2019		L A COUNTY TAX COLLECTOR	\$20,639.71
	Invoice	Date	Description	Amount
	8940 149 042 19	10/01/2019	PROP TAX FY 19/20 - 16000 TEMPLE AVE UNIT A	\$2,190.51
	8940 149 045 19	10/01/2019	PROP TAX FY 19/20 - 16000 TEMPLE AVE UNIT B	\$2,759.20
	8940 149 058 19	10/01/2019	PROP TAX FY 19/20 - 16000 TEMPLE AVE UNIT D	\$1,298.40
	8940 149 063 19	10/01/2019	PROP TAX FY 19/20 - 16212 TEMPLE AVE	\$2,223.55
	8940 149 059 19	10/01/2019	PROP TAX FY 19/20 - 16217 TEMPLE AVE	\$1,298.34
	8940 149 064 19	10/01/2019	PROP TAX FY 19/20 - 16218 TEMPLE AVE	\$1,283.56
	8940 149 056 19	10/01/2019	PROP TAX FY 19/20 - 16220 TEMPLE AVE	\$1,252.65
	8940 149 062 19	10/01/2019	PROP TAX FY 19/20 - 16224 TEMPLE AVE	\$1,594.43
	8940 149 029 19	10/01/2019	PROP TAX FY 19/20 - 16227 TEMPLE AVE	\$1,811.63
	8940 149 060 19	10/01/2019	PROP TAX FY 19/20 - 16229 TEMPLE AVE	\$1,614.84
	8940 149 020 19	10/01/2019	PROP TAX FY 19/20 - 16238 TEMPLE AVE	\$1,300.07
	8940 149 035 19	10/01/2019	PROP TAX FY 19/20 - 16242 TEMPLE AVE	\$2,012.53
21478	11/13/2019		L A COUNTY TAX COLLECTOR	\$16,589.35
	Invoice	Date	Description	Amount
	8940 149 034 19	10/01/2019	PROP TAX FY 19/20 - 15652 NELSON AVE	\$1,759.89
	8940 149 051 19	10/01/2019	PROP TAX FY 19/20 - 15702 NELSON AVE	\$4,212.56

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Check	Date		Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking				
	8940 149 038 19	10/01/2019	PROP TAX FY 19/20 - 15714 NELSON AVE	\$1,884.53
	8940 149 054 19	10/01/2019	PROP TAX FY 19/20 - 15730 NELSON AVE	\$1,321.54
	8940 149 057 19	10/01/2019	PROP TAX FY 19/20 - 15736 NELSON AVE	\$1,168.07
	8940 149 031 19	10/01/2019	PROP TAX FY 19/20 - 14063 PROCTOR AVE	\$2,577.36
	8940 149 061 19	10/01/2019	PROP TAX FY 19/20 - 17217 CHESTNUT ST	\$1,761.94
	8940 149 046 19	10/01/2019	PROP TAX FY 19/20 - 17229 CHESTNUT ST	\$1,903.46
21479	11/13/2019		LA PUENTE VALLEY COUNTY WATER	\$1,028.46
	Invoice	Date	Description	Amount
	2020-00000597	10/18/2019	08/19-10/18/19 SVC - 15652 NELSON	\$118.94
	2020-00000598	10/18/2019	08/19-10/18/19 SVC - 15702 NELSON	\$142.70
	2020-00000599	10/18/2019	08/19-10/18/19 SVC - 15714 NELSON	\$216.95
	2020-00000600	10/18/2019	08/19-10/18/19 SVC - 15722 NELSON	\$273.38
	2020-00000602	10/18/2019	08/19-10/18/19 SVC - 15730 NELSON	\$160.52
	2020-00000603	10/18/2019	08/19-10/18/19 SVC - 15736 NELSON	\$115.97
21480	11/13/2019		SATSUMA LANDSCAPE & MAINT.	\$32,578.97
	Invoice	Date	Description	Amount
	0919EHNHCS	09/26/2019	SEPTEMBER 2019 LANDSCAPE MAINTENANCE	\$11,577.71
	1019EHNHCS	10/31/2019	OCTOBER 2019 LANDSCAPE MAINTENANCE	\$21,001.26
21481	11/13/2019		SUPERIOR GARAGE DOOR INC	\$2,070.79
	Invoice	Date	Description	Amount
	101532	10/08/2019	2 GARAGE DOOR OPENERS - 16224 TEMPLE AVE	\$1,290.00
	101533	10/08/2019	REPLACE GARAGE DOOR SPRINGS - 16242 TEMPLE AVE	\$285.79
	101582	10/18/2019	NEW GARAGE DOOR OPENER - 16242 TEMPLE AVE	\$495.00

**Industry Property and Housing Management Authority
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Check	Date				Payee Name	Check Amount
IPHMA.CHK - IPHMA BofA Checking						
21482	11/13/2019				SURETECK, INC.	\$2,806.75
	Invoice	Date	Description	Amount		
	09012019-99	10/01/2019	SEPTEMBER 2019 ON-CALL MAINTENANCE SVC - VARI	\$2,806.75		
21483	11/13/2019				TEMP AIR SYSTEM INC.	\$575.00
	Invoice	Date	Description	Amount		
	500552	08/28/2019	REPAIR HVAC SYSTEM - 16000 TEMPLE AVE UNIT C	\$575.00		
21484	11/13/2019				WALNUT VALLEY WATER DISTRICT	\$163.20
	Invoice	Date	Description	Amount		
	WALNUT DR-19/20	10/01/2019	ASSESSMENT/SPECIAL TAX - FY 19/20 WALNUT DR	\$28.00		
	VALLEY BVD-19/20	10/01/2019	ASSESSMENT/SPECIAL TAX - FY 19/20 VALLEY BLVD	\$135.20		

Checks	Status	Count	Transaction Amount
	Total	19	\$93,961.75

*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
JULY 11, 2018
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The Regular Meeting of the Property and Housing Management Authority of the City of Industry, California, was called to order by Chairman Joseph Emmons at 5:01 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Joseph Emmons.

ROLL CALL

PRESENT: Joseph Emmons, Chairman
Raheleh Gorginfar, Board Member

ABSENT: Erin Schriever, Board Member

STAFF PRESENT: Troy Helling, Acting City Manager; James M. Casso, General Counsel; and Diane M. Schlichting, Secretary.

PUBLIC COMMENTS

There were no public comments.

BOARD MATTERS

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR JULY 11, 2018

RECOMMENDED ACTION: Approve the Register of Demands for July 11, 2018.

MOTION BY BOARD MEMBER GORGINFAR, AND SECOND BY CHAIRMAN EMMONS, TO APPROVE THE REGISTER OF DEMANDS FOR JULY 11, 2018. MOTION CARRIED 2-0, BY THE FOLLOWING VOTE:

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

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 11, 2018
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5.2 DISCUSSION AND DIRECTION REGARDING ESTABLISHING AN APPLICATION PROCESS FOR EXISTING AND FUTURE VACANT HOMES

RECOMMENDED ACTION: Provide direction to staff.

5.3 DISCUSSION AND DIRECTION REGARDING ESTABLISHING MARKET RATE RENTS FOR EXISTING AND FUTURE VACANT HOMES

RECOMMENDED ACTION: Provide direction to staff.

5.4 DISCUSSION AND DIRECTION REGARDING RENT INCREASE FOR EXISTING TENANTS

RECOMMENDED ACTION: Provide direction to staff.

5.5 DISCUSSION AND DIRECTION REGARDING UTILITY COSTS AND UNIT METERING

RECOMMENDED ACTION: Provide direction to staff.

Acting City Manager, Troy Helling, proposed that staff get started with an application process for Items 5.2, 5.3, 5.4, and 5.5, and bring back at the next meeting.

MOTION BY CHAIRMAN EMMONS, AND SECOND BY BOARD MEMBER GORGINFAR, TO BEGIN THE PROCESS OF IMPLEMENTING AN APPLICATION PROCESS AND BRING BACK AT THE NEXT MEETING. MOTION CARRIED 2-0, BY THE FOLLOWING VOTE:

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

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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CLOSED SESSION

Secretary Schlichting announced there was a need for Closed Session as follows:

- 6.1 CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation pursuant to Government Code Section
54956.9(d)(2) (1 Potential Case)

There were no public comments on the Closed Session item.

Chairman Emmons recessed the meeting into Closed Session at 5:25 p.m.

**RECONVENE CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT
AUTHORITY MEETING**

Chairman Emmons reconvened the meeting at 5:48 p.m. All Board Members were present except for Board Member Schriever. General Counsel Casso reported out of Closed Session.

With regard to the Closed Session Item 6.1, direction was given to the Authority Counsel and no further action was taken.

Nothing further to report at this time.

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 5:49 p.m.

Joseph Emmons
Chairman

Diane M. Schlichting
Secretary

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 9, 2019
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The Regular Meeting of the Property and Housing Management Authority of the City of Industry, California, was called to order by Chair Raheleh Gorginfar at 5:00 p.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chair Raheleh Gorginfar

ROLL CALL

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

STAFF PRESENT: Troy Helling, City Manager; Bing Hyun, Assistant City Manager; Bianca Sparks, Assistant General Counsel; Julie Robes, Secretary; and Lynn Thompson, Administrative Technician II.

PUBLIC COMMENTS

There were no public comments.

BOARD MATTERS

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 11, 2019

RECOMMENDED ACTION: Ratify the Register of Demands.

MOTION BY BOARD MEMBER CALVO, AND SECOND BY VICE CHAIR COOK TO RATIFY THE REGISTER OF DEMANDS. MOTION CARRIED 4-0, WITH BOARD MEMBER SEAL ABSTAINING, BY THE FOLLOWING VOTE:

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

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 9, 2019
PAGE 2

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS FOR OCTOBER 9, 2019

RECOMMENDED ACTION: Approve the Register of Demands for October 9, 2019.

MOTION BY VICE CHAIR COOK, AND SECOND BY BOARD MEMBER CALVO TO APPROVE THE REGISTER OF DEMANDS FOR OCTOBER 9, 2019. MOTION CARRIED 4-0, WITH BOARD MEMBER SEAL ABSTAINING, BY THE FOLLOWING VOTE:

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

5.3 CONSIDERATION OF THE MINUTES OF THE AUGUST 7, 2019 REGULAR MEETING

RECOMMENDED ACTION: Approve as submitted.

MOTION BY BOARD MEMBER EMMONS, AND SECOND BY VICE CHAIR COOK TO APPROVE AS SUBMITTED. MOTION CARRIED 3-0, WITH BOARD MEMBERS CALVO AND SEAL ABSTAINING, BY THE FOLLOWING VOTE:

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

5.4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH C & C ENGINEERING, INC., FOR ENGINEERING SERVICES FROM OCTOBER 9, 2019 TO MARCH 21, 2021

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

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 9, 2019
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MOTION BY VICE CHAIR COOK, AND SECOND BY BOARD MEMBER CALVO TO APPROVE THE AGREEMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

EXECUTIVE DIRECTOR COMMENTS:

Executive Director Troy Helling, mentioned the Governor signed into law yesterday AB1482, requiring the City to provide changes to the Rental Agreement. The agreement will be brought back at the next meeting.

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 5:17 p.m.

Raheleh Gorginfar
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 Chair Gorginfar and Members of the Industry Property and Housing Management Authority

FROM: Troy Helling, Executive Director *TH*

STAFF: Bing Hyun, Assistant Executive Director *BH*

DATE: November 13, 2019

SUBJECT: Consideration of amendments to existing rental agreements to comply with revisions to State law (AB 1482)

Background & Discussion:

The Industry Property and Housing Management Authority (“IPHMA”) Board of Directors approved a revised rental agreement on April 10, 2019. Subsequently, on October 8, 2019, Assembly Bill 1482 (“AB 1482”) was signed into law by Governor Newsom, which established limits on rent increases. Under the provisions of AB 1482, over a 12-month period, a landlord cannot increase the rent by more than five percent plus the change in the cost of living, or 10 percent, whichever is lower.

The revised rental agreement that was approved in April 2019 called for a 10 percent increase effective June 1, 2019, followed by a second 10 percent increase effective July 1, 2020. Pursuant to AB 1482, in the event that a landlord increases rent between March 15, 2019 and January 1, 2020, the rent as of January 1, 2020 can only be the rent as of March 15, 2019 plus the maximum allowable increase, as set forth above. AB 1482 also requires that a landlord provide tenants with notice regarding the limits on rent increases. Therefore, given the changes in State law, it is necessary for the IPHMA to revise its rental agreements.

The following summarizes the proposed changes:

- Rent (Section 2) – Effective January 1, 2020, the rent amount will be reduced from \$660 to \$645 per month for some units, and \$770 to \$755 per month for other units, which represents an 8.3 percent increase (a five percent increase, plus a 3.3 percent cost of living adjustment). On January 1, 2021, rent will increase by five percent plus the percent change in the cost of living, or 10 percent, whichever is lower. Annually thereafter, the IPHMA reserves the right to

- increase rent as permitted under State law.
- Required Notice (Section 2) – Pursuant to Section 1946.2(f)(3) of the Civil Code, the following statement regarding rent increases and termination of tenancy has been added: “California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”
 - Possessory Interest Tax (Section 2) – Though not related to AB 1482, a sentence has been added to clarify that possessory interest tax will be paid by the IPHMA, which is the current practice.

Following the approval of the revised agreement and 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 decrease due to monthly rent reduction from \$660 to \$645 per month for some units, and \$770 to \$755 per month for other units starting January 1, 2020.

Recommendations:

1. Approve the revised Residential Rental Agreement; and
2. Direct staff to require each existing tenant to execute the attached Residential Rental Agreement to maintain residency.

Exhibit:

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 January 1, 2020, by and between the Industry Property and Housing Management Authority, a public body (“Landlord”), and _____, an individual (collectively “Tenant”). Landlord hereby rents to Tenant the dwelling unit located at _____, 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 \$_____ per month. The rent is payable to Landlord in advance on or before the first day of each month, commencing on January 1, 2020, 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 five percent (5%) of the rent amount. On January 1, 2021, the rent amount shall increase by five percent plus the percent change in the cost of living, or 10 percent, whichever is lower. 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 as permitted under State law. Tenant shall receive notice of any rent increase as required under State law.

Said rent shall be sufficient to cover any possessory interest tax applied to the Premises, which shall be paid by the Landlord, on behalf of Tenant.

Pursuant to Section 1946.2(f)(3) of the Civil Code, Landlord is providing the following notice to Tenant regarding rental increases:

“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”

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 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 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. 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 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. Tenant shall be responsible for maintaining the premises in a clean and sanitary condition.

Section 7. 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.

Section 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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

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 16. 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 17. 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 that there are no known lead based paint hazards on the premises.

Section 18. 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 19. 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 20. 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 21. Time of Essence. Time is expressly declared to be of the essence in this Agreement.

Section 22. 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 23. 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 24. 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 25. 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 26. 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 _____
Raheleh Gorginfar, IPHMA Chairperson

By _____
Print Name

By _____
Signature

By _____
Print Name

By _____
Signature