



City of Industry Property and Housing Management Authority

REGULAR MEETING AGENDA
NOVEMBER 9, 2022
10:30 a.m.

Chair Ken Calvo
Vice Chair Tim Seal
Board Member James Bickel
Board Member, Phil Cook
Board Member Timothy O'Gorman

Location: City Council Chamber, 15651 Mayor Dave Way, City of Industry, California

Addressing the Authority:

NOTICE OF TELEPHONIC MEETING:

- ***Pursuant to AB 361 (Government Code Section 54953(e)), this meeting will be held in person and telephonically. Members of the public can attend the hybrid meeting and offer public comments either in person or telephonically, by calling the following conference call number: 657-204-3264, then entering the following Conference ID: 356 614 570# Pursuant to the Governor's Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the Industry Property and Housing Authority meeting (including assisted listening devices), please contact the City Clerk's Office at (626) 333-2211 by 12:00 p.m. on Tuesday, November 8, 2022, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.***

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- ***Agenda Items:*** Members of the public may address the Industry Property and Housing Management 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.
 - ***Public Comments (Non-Agenda Items Only):*** Anyone wishing to address the IPHMA 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.

Agendas and other writings:

In compliance with Government Code Section 54957.5(b), staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 Mayor Dave Way, 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., Fridays 8:00 a.m. to 4:00 pm. City Hall doors are closed between 12:00 p.m. to 1:00 p.m. each day. 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**

5.1 Consideration of the Register of Demands for October 12, 2022

RECOMMENDED ACTION: Ratify the Register of Demands.

5.2 Consideration of the Register of Demands for November 9, 2022

RECOMMENDED ACTION: Approve the Register of Demands.

5.3 Consideration of the minutes of the February 9, 2022, regular meeting, March 9, 2022 regular meeting and the September 7, 2022 regular meeting

RECOMMENDED ACTION: Approve as submitted.

5.4 Consideration of Resolution No. IPHMA 2022-14 – A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECOMMENDED ACTION: Adopt Resolution No. IPHMA 2022-14.

6. **BOARD MATTERS**

6.1 Consideration of Residential Rental Agreements for the following properties using the revised rental agreement, and authorizing the Executive Director to establish mutually agreed upon move in dates, and to reclassify occupants as tenants:

- a) 15652 Nelson Avenue - \$900.00 per month
- b) 15722 Nelson Avenue - \$900.00 per month
- c) 15730 Nelson Avenue - \$1,370.00 per month
- d) 16229 Temple Avenue - \$1,175.00 per month
- e) 22036 Valley Boulevard - \$1,255.00 per month
- f) 17229 Chestnut Street - \$1,740.00 per month

RECOMMENDED ACTION: *The IPHMA Ad Hoc Committee recommends approving the agreements, authorizing the Executive Director to establish move in dates, and authorizing the Executive Director to amend the agreements in the future for purposes of reclassifying an occupant as a tenant.*

- 6.2 Consideration of the appointment of a Chairperson and Vice Chairperson.

RECOMMENDED ACTION: *Consider nominations and make appointments.*

7. **CLOSED SESSION**

- 7.1 Conference with real property negotiators pursuant to Government Code Section 54956.8:

Property:	14063 Proctor Avenue; 8206-012-900
Agency Negotiators:	Bianca Sparks Rojas, Assistant General Counsel Joshua Nelson, Executive Director
Negotiating Parties:	Industry Public Utilities Commission
Under Negotiation:	Price and terms of payment

8. **EXECUTIVE DIRECTOR REPORTS**

9. **AB 1234 REPORTS**

10. **BOARD MEMBER COMMUNICATIONS**

- 11. Adjournment. Next regular meeting: Wednesday, December 7, 2022, 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 October 12, 2022

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
124	IPHMA - CAPITAL IMPROVEMENT	11,005.00
160	INDUSTRY PROPERTY & HOUSING	106,593.72
TOTAL ALL FUNDS		117,598.72

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
IPHMA.WF.CHK	WELLS FARGO CHECKING	117,598.72
TOTAL ALL BANKS		117,598.72

APPROVED PER CITY MANAGER

ORIGINAL

Industry Property and Housing Management Authority
Voided Checks
October 12, 2022

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
200251	07/13/2022		09/07/2022	BLAKE AIR CONDITIONING COMPANY (\$982.15)
	Invoice	Date	Description	Amount
			VOIDED - CK NEVER RECEIVED	
	61626	05/06/2022	SERVICE HVAC SYSTEM - 16000 TEMPLE AVE APT 202	(\$982.15)

Checks	Status	Count	Transaction Amount
	Total	1	(\$982.15)

**Industry Property and Housing Management Authority
Board Meeting
October 12, 2022**

Check	Date	Payee Name		Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
200292	09/07/2022	BLAKE AIR CONDITIONING COMPANY		\$982.15
	Invoice	Date	Description	Amount
	61626	05/06/2022	SERVICE HVAC SYSTEM - 16000 TEMPLE AVE APT 202	\$982.15
200293	09/07/2022	ROWLAND WATER DISTRICT		\$702.29
	Invoice	Date	Description	Amount
	2023-00000363	08/25/2022	07/06-08/07/22 SVC - 17217 & 17229 CHESTNUT - IRR	\$535.64
	2023-00000364	08/25/2022	07/06-08/07/22 SVC - 17217 CHESTNUT ST	\$104.28
	2023-00000365	08/25/2022	07/06-08/07/22 SVC - 17229 CHESTNUT ST	\$62.37
200294	09/14/2022	INDUSTRY PUBLIC UTILITIES		\$2,110.69
	Invoice	Date	Description	Amount
	2023-00000416	09/01/2022	06/16-08/17/22 SVC - HANDORF LOOP-IRRIG BOOSTER	\$74.29
	2023-00000417	09/01/2022	06/16-08/17/22 SVC - HANDORF LOOP-IRRIGATION	\$48.17
	2023-00000418	09/01/2022	06/16-08/17/22 SVC - 14063 PROCTOR	\$338.09
	2023-00000419	09/01/2022	06/16-08/17/22 SVC - 16200 TEMPLE CONDOS A & B	\$291.22
	2023-00000420	09/01/2022	06/16-08/17/22 SVC - 16200 TEMPLE CONDOS C & D	\$218.15
	2023-00000421	09/01/2022	06/16-08/17/22 SVC - 16212 TEMPLE	\$247.24
	2023-00000422	09/01/2022	06/16-08/17/22 SVC - 16217 TEMPLE	\$103.27
	2023-00000423	09/01/2022	06/16-08/17/22 SVC - 16218 TEMPLE	\$95.23
	2023-00000424	09/01/2022	06/16-08/17/22 SVC - 16220 TEMPLE	\$97.91
	2023-00000425	09/01/2022	06/16-08/17/22 SVC - 16224 TEMPLE	\$101.52
	2023-00000426	09/01/2022	06/16-08/17/22 SVC - 16227 TEMPLE	\$87.19
	2023-00000427	09/01/2022	06/16-08/17/22 SVC - 16229 TEMPLE	\$76.47
	2023-00000428	09/01/2022	06/16-08/17/22 SVC - 16238 TEMPLE	\$80.08
	2023-00000429	09/01/2022	06/16-08/17/22 SVC - 16242 TEMPLE	\$88.12
	2023-00000430	09/01/2022	06/16-08/17/22 SVC - BUNKHOUSE	\$163.74

**Industry Property and Housing Management Authority
Board Meeting
October 12, 2022**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
200295	09/14/2022		LA PUENTE VALLEY COUNTY WATER	\$1,746.48
	Invoice	Date	Description	Amount
	2023-00000410	09/01/2022	06/16-08/17/22 SVC - 15652 NELSON	\$338.92
	2023-00000411	09/01/2022	06/16-08/17/22 SVC - 15702 NELSON	\$272.68
	2023-00000412	09/01/2022	06/16-08/17/22 SVC - 15714 NELSON	\$280.04
	2023-00000413	09/01/2022	06/16-08/17/22 SVC - 15722 NELSON	\$346.28
	2023-00000414	09/01/2022	06/16-08/17/22 SVC - 15730 NELSON	\$302.12
	2023-00000415	09/01/2022	06/16-08/17/22 SVC - 15736 NELSON	\$206.44
200296	09/14/2022		SOUTHERN CALIFORNIA EDISON	\$26.50
	Invoice	Date	Description	Amount
	2023-00000468	09/01/2022	08/03-08/31/22 SVC - 15652 NELSON AVE	\$15.63
	2023-00000469	09/01/2022	08/03-08/31/22 SVC - 15722 NELSON AVE	\$10.87
200297	09/21/2022		SOCALGAS	\$35.48
	Invoice	Date	Description	Amount
	2023-00000501	09/07/2022	08/04-09/02/22 SVC - 16200 TEMPLE AVE APT 202 BUNK	\$29.58
	2023-00000502	09/08/2022	08/05-09/06/22 SVC - 15722 NELSON AVE	\$5.90
200298	09/28/2022		INDUSTRY PUBLIC UTILITY COMMISSI	\$12.38
	Invoice	Date	Description	Amount
	2023-00000519	09/12/2022	08/01-09/01/22 SVC - 17229 CHESTNUT ST	\$12.38
200299	09/28/2022		SOUTHERN CALIFORNIA EDISON	\$25.79
	Invoice	Date	Description	Amount
	2023-00000520	09/13/2022	08/12-09/12/22 SVC - 20137 E WALNUT DR S	\$25.79
200300	09/28/2022		WALNUT VALLEY WATER DISTRICT	\$134.06

**Industry Property and Housing Management Authority
Board Meeting
October 12, 2022**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
	Invoice	Date	Description	Amount
	4437681	09/13/2022	08/01-08/31/22 SVC - 22002 VALLEY BLVD	\$39.50
	4442107	09/14/2022	08/02-09/01/22 SVC - 20137 WALNUT DR	\$94.56
200301	10/12/2022		BENJAMIN A ROMERO II	\$8,155.00
	Invoice	Date	Description	Amount
	215625015	08/27/2022	REPLACE SCREEN DOOR - 16220 TEMPLE AVE	\$450.00
	215625013	08/23/2022	INSTALL CEILING TILES - 16200 TEMPLE AVE APT 202 E	\$450.00
	215625018	08/27/2022	REPLACE WHLS ON DOOR & SECURE SIDE GATE POS	\$325.00
	215625016	09/08/2022	REPLACE ROTTEN WOOD FRAME - 15714 NELSON AVE	\$850.00
	215625012	08/27/2022	RPLCE RTTN WOOD RAILS & FLRBRDS - 16200 TEMPLE	\$6,080.00
200302	10/12/2022		CASSO & SPARKS, LLP	\$1,257.54
	Invoice	Date	Description	Amount
	20693	09/29/2022	JAN 2022-JUNE 2022 LEGAL SVC FOR IPHMA	\$1,257.54
200303	10/12/2022		CNC ENGINEERING	\$34,675.00
	Invoice	Date	Description	Amount
	506295	09/29/2022	COORDINATION FOR HOME INSPECTION - 15730 NELS	\$462.50
	506296	09/29/2022	COORDINATION FOR HOME INSPECTION - 15722 NELS	\$462.50
	506297	09/29/2022	COORDINATION FOR ELEC & APPLIANCE REPAIRS - 16	\$555.00
	506298	09/29/2022	COORDINATION FOR WINDOW REPAIRS - 15714 NELS	\$462.50
	506299	09/29/2022	PLMBG, FLRNG, DRYWLL RPRS, MOLD RMVL - 16200 E	\$4,255.00
	506300	09/29/2022	COORDINATION FOR MISC & PLUMBNG REPAIRS - 172	\$1,757.50
	506301	09/29/2022	COORDINATION FOR ELECTRICAL REPAIRS - 16200 E	\$277.50
	506302	09/29/2022	COORDINATION FOR HOME INSPECTION - 15652 NELS	\$462.50
	506303	09/29/2022	COORDINATION FOR DOOR & GATE REPAIRS - 17217 C	\$277.50
	506304	09/29/2022	CRDNTN FOR ELEC, HVAC, PLMB, & MISC REPAIR - 220	\$1,747.50

**Industry Property and Housing Management Authority
Board Meeting
October 12, 2022**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
	506305	09/29/2022	COORDINATION FOR ELEC & APPLIANCE REPAIRS - 16	\$370.00
	506306	09/29/2022	CRDNTN FR HME INSPCTN, MSC RPRS, & FLR RPRS -	\$1,110.00
	506307	09/29/2022	COORDINATION FOR APPLIANCE REPAIRS - 16238 E TI	\$185.00
	506308	09/29/2022	COORDINATION FOR INTERIOR PAINTING - 16200 E TE	\$92.50
	506309	09/29/2022	COORDINATION FOR HVAC REPAIRS - 16220 W TEMPL	\$1,850.00
	506310	09/29/2022	CRDNTN FOR URINAL LEAK REPAIRS - 16200 TEMPLE	\$370.00
	506311	09/29/2022	COORDINATION FOR MISC REPAIRS - GENERAL	\$7,400.00
	506312	09/29/2022	CRDNTN FOR PLMBNG REPAIRS & INSPECTION - 1622	\$1,572.50
	506313	09/29/2022	MISC HOUSING CAPITAL IMPROVEMENTS - REVIEW PL	\$11,005.00
200304	10/12/2022		HOME DEPOT CREDIT SVC - DEPT 32-	\$138.61
	Invoice	Date	Description	Amount
	8622001	09/16/2022	MICROWAVE - 16217 TEMPLE AVE	\$228.80
	1220062	01/26/2022	RETURNED SUPPLIES	(\$67.41)
	1220061	01/26/2022	RETURNED SUPPLIES - CITY HALL	(\$22.78)
200305	10/12/2022		INDEPENDENT ROOFING CONSULTAN	\$1,100.00
	Invoice	Date	Description	Amount
	79656	08/22/2022	ROOF REPLACEMENT DRAWINGS - BUNKHOUSES	\$1,100.00
200306	10/12/2022		IPHMA - PAYROLL ACCOUNT	\$4,000.00
	Invoice	Date	Description	Amount
	OCT-22	09/26/2022	REPLENISH PAYROLL ACCOUNT FOR OCTOBER 2022	\$4,000.00
200307	10/12/2022		KLINE'S PLUMBING, INC.	\$745.00
	Invoice	Date	Description	Amount
	12472	09/15/2022	REPLACE URINAL IN MEN'S RESTROOM - 16200 TEMPL	\$745.00

**Industry Property and Housing Management Authority
Board Meeting
October 12, 2022**

Check	Date	Payee Name			Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking					
200308	10/12/2022	PURCOR PEST SOLUTIONS			\$1,660.00
	Invoice	Date	Description	Amount	
	9900564	09/01/2022	AUGUST 2022 PEST SVC @ \$75 PER HOUSE	\$1,575.00	
	9900804	09/16/2022	PEST SVC - 14063 PROCTOR AVE	\$85.00	
200309	10/12/2022	SATSUMA LANDSCAPE & MAINT.			\$42,345.22
	Invoice	Date	Description	Amount	
	0822EHNHCS	08/29/2022	AUGUST 2022 LANDSCAPE MAINTENANCE	\$24,126.48	
	0922EHNHCS	09/29/2022	SEPT 2022 LANDSCAPE MAINTENANCE	\$18,218.74	
200310	10/12/2022	TEMP AIR SYSTEM INC.			\$18,307.00
	Invoice	Date	Description	Amount	
	15232	09/21/2022	HVAC TROUBLESHOOT - 16217 TEMPLE AVE	\$175.00	
	15061	09/02/2022	REPAIRED LEAKING A/C - 14063 PROCTOR AVE	\$195.00	
	15070	09/06/2022	REPLACED 3-TON CONDENSER - 14063 PROCTOR AVE	\$5,500.00	
	15106	09/07/2022	REPLACED 4-TON CONDENSER & FURNACE	\$12,437.00	
200311	10/12/2022	WALNUT VALLEY WATER DISTRICT			\$421.68
	Invoice	Date	Description	Amount	
	WALNUT DR-22	10/01/2022	ASSESSMENT/SPECIAL TAX FY 22/23 - WALNUT DR	\$286.72	
	VALLEY BLVD-22	10/01/2022	ASSESSMENT/SPECIAL TAX FY 22/23 - VALLEY BLVD	\$134.96	

Checks	Status	Count	Transaction Amount
	Total	20	\$118,580.87

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.2

INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY

AUTHORIZATION FOR PAYMENT OF BILLS

Board Meeting November 9, 2022

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
124	IPHMA - CAPITAL IMPROVEMENT	12,092.50
160	INDUSTRY PROPERTY & HOUSING	136,534.30
TOTAL ALL FUNDS		148,626.80

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
IPHMA.WF.CHK	WELLS FARGO CHECKING	148,626.80
TOTAL ALL BANKS		148,626.80

APPROVED PER CITY MANAGER

**Industry Property and Housing Management Authority
Board Meeting
November 9, 2022**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
200312	10/13/2022		INDUSTRY PUBLIC UTILITY COMMISSI	\$7.13
	Invoice	Date	Description	Amount
	2023-00000590	09/12/2022	08/01-09/01/22 SVC - 16229 E TEMPLE AVE	\$7.13
200313	10/13/2022		ROWLAND WATER DISTRICT	\$454.64
	Invoice	Date	Description	Amount
	2023-00000587	09/28/2022	08/07-09/07/22 SVC - 17217 & 17229 CHESTNUT - IRR	\$310.85
	2023-00000588	09/28/2022	08/07-09/07/22 SVC - 17217 CHESTNUT ST	\$92.85
	2023-00000589	09/28/2022	08/07-09/07/22 SVC - 17229 CHESTNUT ST	\$50.94
200314	10/19/2022		SOCALGAS	\$38.95
	Invoice	Date	Description	Amount
	2023-00000599	10/07/2022	09/06-10/05/22 SVC - 15722 NELSON AVE	\$8.41
	2023-00000600	10/06/2022	09/02-10/04/22 SVC - 16200 TEMPLE AVE APT 202	\$30.54
200315	10/26/2022		INDUSTRY PUBLIC UTILITY COMMISSI	\$20.95
	Invoice	Date	Description	Amount
	2023-00000666	10/13/2022	09/01-10/01/22 SVC - 17229 CHESTNUT ST	\$12.64
	2023-00000667	10/13/2022	09/01-10/01/22 SVC - 16229 E TEMPLE AVE	\$8.31
200316	10/26/2022		WALNUT VALLEY WATER DISTRICT	\$121.55
	Invoice	Date	Description	Amount
	4465220	10/11/2022	09/01-09/30/22 SVC - 22002 VALLEY BLVD	\$35.60
	4469639	10/12/2022	09/02-09/30/22 SVC - 20137 WALNUT DR	\$85.95
200317	11/09/2022		BENJAMIN A ROMERO II	\$350.00
	Invoice	Date	Description	Amount

**Industry Property and Housing Management Authority
Board Meeting
November 9, 2022**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
	215625017	09/08/2022	BUILD & REPAIR SCREEN - 16224 TEMPLE AVE	\$350.00
200318	11/09/2022		CELCO CONSTRUCTION SERVICES INC	\$19,738.77
	Invoice	Date	Description	Amount
	10238	09/07/2022	REPAIR DAMAGED BATHROOM DUE TO MOLD - 16000	\$7,079.14
	10349	09/23/2022	RESTORE 2ND FLOOR BATHROOM - 16000 TEMPLE AV	\$12,659.63
200319	11/09/2022		CNC ENGINEERING	\$34,531.25
	Invoice	Date	Description	Amount
	506483	10/27/2022	COORDINATION FOR HVAC REPAIRS - 16200 E TEMPLE	\$147.50
	506484	10/27/2022	COORDINATION FOR MISC REPAIRS - 15730 NELSON A	\$1,572.50
	506485	10/27/2022	COORDINATION FOR TERMITE REPORT - 15722 NELSC	\$416.25
	506486	10/27/2022	COORDINATION FOR ELEC & APPLIANCE REPAIRS - 1E	\$185.00
	506487	10/27/2022	COORDINATION FOR PEST CONTROL - 15714 NELSON	\$185.00
	506488	10/27/2022	COORDINATION FOR MISC REPAIRS - 16200 E TEMPLE	\$2,220.00
	506489	10/27/2022	COORDINATION FOR MISC REPAIRS - 17229 CHESTNU	\$2,127.50
	506490	10/27/2022	COORDINATION FOR PAINTING - 16200 E TEMPLE AVE	\$370.00
	506491	10/27/2022	COORDINATION FOR MISC REPAIRS - 15652 NELSON A	\$1,433.75
	506492	10/27/2022	CRDNTN FOR PNT, HVAC, PLMBNG, & MISC RPRS - 22C	\$2,127.50
	506493	10/27/2022	COORDINATION FOR ELEC & APPLIANCE REPAIRS - 1E	\$92.50
	506494	10/27/2022	COORDINATION FOR FLOOR & MISC REPAIRS - 16229 I	\$4,716.25
	506495	10/27/2022	COORDINATION FOR ELECTRICAL REPAIRS - 16238 E	\$601.25
	506496	10/27/2022	COORDINATION FOR PLUMBING & MISC REPAIRS - 162	\$138.75
	506497	10/27/2022	COORDINATION FOR MISC REPAIRS - GENERAL	\$5,550.00
	506498	10/27/2022	COORDINATION FOR PLMBNG REPAIRS & INSPCTN - 1	\$555.00
	506499	10/27/2022	MISC HOUSING CAPITAL IMPROVEMENTS - REVIEW PL	\$12,092.50

**Industry Property and Housing Management Authority
Board Meeting
November 9, 2022**

Check	Date		Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking				
200320	11/09/2022		FLOOR MASTERS INC	\$14,518.00
	Invoice	Date	Description	Amount
	1189	10/24/2022	REPLACE DAMAGED CARPET & TILED FLOOR - 16229 1	\$14,518.00
200321	11/09/2022		HOME DEPOT CREDIT SVC - DEPT 32-	\$746.87
	Invoice	Date	Description	Amount
	8904766	10/06/2022	DISHWASHER - 16218 TEMPLE AVE	\$867.26
	6511746	10/06/2022	MICROWAVE - 16217 TEMPLE AVE	\$108.41
	6190659-A	10/18/2022	RETURNED MICROWAVE - 16217 TEMPLE AVE	(\$228.80)
200322	11/09/2022		IPHMA - PAYROLL ACCOUNT	\$3,600.00
	Invoice	Date	Description	Amount
	NOV-22	10/27/2022	REPLENISH PAYROLL ACCOUNT FOR NOVEMBER 2022	\$3,600.00
200323	11/09/2022		KLINE'S PLUMBING, INC.	\$1,995.00
	Invoice	Date	Description	Amount
	12491	10/03/2022	REPAIR SHOWER DRAIN LEAK - 16200 TEMPLE AVE UN	\$1,800.00
	12528	10/17/2022	CLEARED CLOGGED SHOWER DRAIN - 16224 TEMPLE	\$195.00
200324	11/09/2022		L A COUNTY TAX COLLECTOR	\$26,382.55
	Invoice	Date	Description	Amount
	8940 149 042 22	11/01/2022	PROP TAX FY 22/23 - 16000 TEMPLE AVE #A	\$1,509.70
	8940 149 020 22	11/01/2022	PROP TAX FY 22/23 - 16238 TEMPLE AVE	\$1,490.19
	8940 149 029 22	11/01/2022	PROP TAX FY 22/23 - 16227 TEMPLE AVE	\$1,930.17
	8940 149 031 22	11/01/2022	PROP TAX FY 22/23 - 14063 PROCTOR AVE	\$1,773.42
	8940 149 035 22	11/01/2022	PROP TAX FY 22/23 - 16242 TEMPLE AVE	\$2,018.89
	8940 149 038 22	11/01/2022	PROP TAX FY 22/23 - 15714 NELSON AVE	\$1,631.33

**Industry Property and Housing Management Authority
Board Meeting
November 9, 2022**

Check	Date	Payee Name	Check Amount
IPHMA.WF.CHK - IPHMA Wells Fargo Checking			
8940 149 059 22	11/01/2022	PROP TAX FY 22/23 - 16217 TEMPLE AVE	\$1,501.99
8940 149 061 22	11/01/2022	PROP TAX FY 22/23 - 17217 CHESTNUT ST	\$1,723.18
8940 149 062 22	11/01/2022	PROP TAX FY 22/23 - 16224 TEMPLE AVE	\$1,386.98
8940 149 063 22	11/01/2022	PROP TAX FY 22/23 - 16212 TEMPLE AVE	\$1,776.88
8940 149 068 22	11/01/2022	PROP TAX FY 22/23 - 16000 TEMPLE AVE #C	\$1,467.08
8940 149 051 22	11/01/2022	PROP TAX FY 22/23 - 15702 NELSON AVE	\$2,143.07
8940 149 056 22	11/01/2022	PROP TAX FY 22/23 - 16220 TEMPLE AVE	\$1,387.28
8940 149 045 22	11/01/2022	PROP TAX FY 22/23 - 16000 TEMPLE AVE #B	\$1,854.12
8940 149 057 22	11/01/2022	PROP TAX FY 22/23 - 15736 NELSON AVE	\$1,286.22
8940 149 058 22	11/01/2022	PROP TAX FY 22/23 - 16000 TEMPLE AVE #D	\$1,502.05
200325	11/09/2022	SATSUMA LANDSCAPE & MAINT.	\$21,186.10
Invoice	Date	Description	Amount
1022EHNHCS	10/26/2022	OCTOBER 2022 LANDSCAPE MAINTENANCE	\$21,186.10
200326	11/09/2022	TEMP AIR SYSTEM INC.	\$24,935.04
Invoice	Date	Description	Amount
#1-IPHMA-007	11/01/2022	MISC IMPROVEMENTS TO HVAC SYSTEM - 16000 TEMF	\$14,635.04
15273	10/20/2022	REPLACE OLD 4 TON CONDNSR & INSTALL 2 DUCTS - :	\$10,300.00

Checks	Status	Count	Transaction Amount
	Total	15	\$148,626.80

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.3

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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The Regular Meeting of the Industry Property and Housing Management Authority of the City of Industry, California, was called to order by Chair Ken Calvo at 10:31 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 759 539 84#.

FLAG SALUTE

The flag salute was led by Chair Ken Calvo.

ROLL CALL

PRESENT: Ken Calvo, Chair - Telephonically
Tim Seal, Vice Chair
Phil Cook, Board Member- Telephonically
Raheleh Gorginfar, Board Member - Telephonically
Timothy O’Gorman, Board Member – Telephonically

STAFF PRESENT: Josh Nelson, Executive Director; Bing Hyun, Assistant Executive Director; James M. Casso, General Counsel; Julie Robles, Secretary; and Lynn Thompson, Administrative Technician III.

PUBLIC COMMENTS

There were none.

Executive Director Nelson asked if anyone else was on the line for public comments regarding items not listed on the agenda. If so, press *5 to raise your hand and the Secretary can unmute you. There were none.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR FEBRUARY 9, 2022

RECOMMENDED ACTION:
Demands for February 9, 2022.

Approve the Register of

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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FEBRUARY 9, 2022
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5.2 CONSIDERATION OF RESOLUTION NO. IPHMA 2022-02 – A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY (“IPHMA”) CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECOMMENDED ACTION: *Adopt Resolution No. IPHMA 2022-02, continuing the authorization of remote teleconferencing meetings pursuant to AB 361.*

Executive Director Josh Nelson asked if anyone was on the line for public comments regarding items on the Consent Calendar. If so, press *5 to raise your hand and the Secretary can unmute you. There were none.

MOTION BY BOARD MEMBER COOK AND SECOND BY BOARD MEMBER O’GORMAN TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

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

BOARD MATTERS

6.1 REVIEW OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY RENTAL APPLICATION PROCESS

RECOMMENDED ACTION: *Provide direction to Staff.*

Executive Director Josh Nelson asked if anyone was on the line for public comments regarding Item No. 6.1. If so, press *5 to raise your hand and the Secretary can unmute you. There were none.

Assistant Executive Director Bing Hyun provided a staff report outlining steps going forward with the rental process, and explained the multiple options presented on the Exhibit A.

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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Chair Ken Calvo asked about the status of all vacant properties. Assistant Executive Director Bing Hyun responded that all houses are up to code, repairs are complete and are in the process of receiving roofing inspections.

Discussion ensued and it was determined by Chair Ken Calvo that the best method going forward is to create an Ad Hoc Committee to form a plan. Final recommendations will come back for full Board approval. Chair Ken Calvo appointed Phil Cook and Tim O’Gorman, each of which agreed to the appointment.

EXECUTIVE DIRECTOR REPORTS

There were none.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

Board Member Phil Cook asked that the meeting be held in honor of his mom, Mary Cook, who passed away on January 27, 2022, at the age of 92.

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 11:14 a.m., in honor of Mary Cook.

Ken Calvo
Chair

Julie Robles
Secretary

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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The Regular Meeting of the Industry Property and Housing Management Authority of the City of Industry, California, was called to order by Chair Ken Calvo at 10:33 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 719 311 520#.

FLAG SALUTE

The flag salute was led by Chair Ken Calvo.

ROLL CALL

PRESENT: Ken Calvo, Chair
Tim Seal, Vice Chair
James Bickel, Board Member - Telephonically
Phil Cook, Board Member - Telephonically
Timothy O’Gorman, Board Member - Telephonically

STAFF PRESENT: Josh Nelson, Executive Director; Bing Hyun, Assistant Executive Director; James M. Casso, General Counsel; Julie Gutierrez-Robles, Secretary; and Lynn Thompson, Administrative Technician III.

PUBLIC COMMENTS

Chair Ken Calvo said welcome back and congratulations to Raheleh Gorginfar for being re-appointed to the Housing Authority for another four-year term.

Executive Director, Josh Nelson asked if anyone else was on the line for public comments regarding items not listed on the agenda. If so, press *5 to raise your hand and the Secretary can unmute you. There were none.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR MARCH 9, 2022

RECOMMENDED ACTION: Approve the Register of Demands for March 9, 2022.

5.2 CONSIDERATION OF THE MINUTES OF THE JANUARY 12, 2022 REGULAR MEETING

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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RECOMMENDED ACTION:

Approve as submitted.

5.3 PRESENTATION OF THE FY 2021-22 MID-YEAR BUDGET REPORT AND CONSIDERATION OF RESOLUTION NO IPHMA 2022-03, APPROVING AND ADOPTING THE FISCAL YEAR 2021-22 PROPOSED MID-YEAR BUDGET ADJUSTMENTS

RECOMMENDED ACTION:

Adopt Resolution No. IPHMA 2022-03.

5.4 CONSIDERATION OF RESOLUTION NO. IPHMA 2022-04 – A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY (“IPHMA”) CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECOMMENDED ACTION:

Adopt Resolution No. IPHMA 2022-04, continuing the authorization of remote teleconferencing meetings pursuant to AB 361.

Executive Director, Josh Nelson asked if anyone was on the line for public comments regarding items on the Consent Calendar. If so, press *5 to raise your hand and the Secretary can unmute you. There were none.

MOTION BY VICE CHAIR SEAL, AND SECOND BY BOARD MEMBER COOK TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BICKEL, COOK, O’GORMAN, VC/SEAL, C/CALVO
NOES:	BOARD MEMBERS:	NONE
ABSENT	BOARD MEMBERS:	NONE
ABSTAIN	BOARD MEMBERS:	NONE

BOARD MATTERS

6.1 CONSIDERATION OF AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH AKERS CONSULTING SERVICES, INC (DBA ABORTA-BUG PEST & TERMITE CONTROL), ASSIGNING THE AGREEMENT TO RODENT PEST TECHNOLOGIES, INC.

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RECOMMENDED ACTION:

Approve the Amendment.

Assistant Executive Director Bing Hyun provided a staff report and stated that last June Akers Consulting Services, Inc., bought Aborta-Bug Pest & Termite Control, therefore this is just a name change leaving the agreement the same.

Chair Ken Calvo asked if these were monthly charges for each house. Assistant Executive Manager Bing Hyun said yes, it was between \$75.00 to \$125.00, per month per house, based on the size.

Executive Director Josh Nelson asked if anyone was on the line for public comments regarding Item No. 6.1. If so, press *5 to raise your hand and the Secretary can unmute you. There were none.

MOTION BY VICE CHAIR SEAL, AND SECOND BY CHAIR CALVO TO APPROVE THE AMENDMENT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BICKEL, COOK, O'GORMAN, VC/SEAL, C/CALVO
NOES:	BOARD MEMBERS:	NONE
ABSENT	BOARD MEMBERS:	NONE
ABSTAIN	BOARD MEMBERS:	NONE

EXECUTIVE DIRECTOR REPORTS

Executive Director Josh Nelson informed the Authority that we have had an Ad Hoc meeting regarding the rental process and are having another meeting today. The process is moving along, and we hope to have more information at the next meeting.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

Board Member Raheleh Gorginfar asked one last question regarding Item 5.3. She wanted to confirm "Was this budget transfer for the whole fiscal year and was this entirely associated with the IPHMA Board?"

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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Finance Director Yamini Pathak stated that throughout the fiscal year, unanticipated revenues and expenditure arise that potentially impact the approved budget, therefore requiring budget amendments. The proposed mid-year budget reflects a \$5,000.00 increase for general insurance and a decrease of \$25,000.00 for professional services, for a total decrease in the IPHMA expense budget of \$20,000.00, and yes this is entirely associated with IPHMA.

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 10:41 a.m.

Ken Calvo
Chair

Julie Gutierrez-Robles
Secretary

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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The Regular Meeting of the Industry Property and Housing Management Authority of the City of Industry, California, was called to order by Chair Ken Calvo at 10:34 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California and telephonically using Conference Call Number, 657-204-3264, Conference ID: 307 252 09#.

FLAG SALUTE

The flag salute was led by Chair Ken Calvo.

ROLL CALL

PRESENT: Ken Calvo, Chair
Tim Seal, Vice Chair
James Bickel, Board Member
Phil Cook, Board Member
Timothy O’Gorman, Board Member

STAFF PRESENT: Josh Nelson, Executive Director; Bing Hyun, Assistant Executive Director; James M. Casso, General Counsel; telephonically, then arriving at 10:38 a.m., and Julie Gutierrez-Robles, Secretary.

PUBLIC COMMENTS

There were no public comments.

CONSENT CALENDAR

5.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 7, 2022

RECOMMENDED ACTION: Approve the Register of Demands.

5.2 CONSIDERATION OF RESOLUTION NO. IPHMA 2022-11 – A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY CONTINUING THE AUTHORIZATION OF REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

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RECOMMENDED ACTION:
2022-11.

Adopt Resolution No. IPHMA

MOTION BY BOARD MEMBER COOK AND SECOND BY BOARD MEMBER O'GORMAN TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BICKEL, COOK, O'GORMAN, VC/SEAL, C/CALVO
NOES:	BOARD MEMBERS:	NONE
ABSENT	BOARD MEMBERS:	NONE
ABSTAIN	BOARD MEMBERS:	NONE

BOARD MATTERS

6.1 CONSIDERATION OF RESOLUTION NO. IPHMA 2022-12 – A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY OF THE CITY OF INDUSTRY, CALIFORNIA, ADOPTING RENTAL APPLICATION GUIDELINES.

RECOMMENDED ACTION:
2022-12.

Adopt Resolution No. IPHMA

Executive Director Josh Nelson provided a staff report outlining the minor changes developed by the Ad Hoc Committee since the last meeting. The Rental Application Guidelines, with changes, were explained along with the calculation used for the monthly rent amount.

Chair Ken Calvo recognized the Ad Hoc Committee for its due diligence. Chair Calvo asked if the proposed rent amounts covered our costs. Executive Director, Josh Nelson proceeded to explain that staff calculated that the added costs to have tenants, averaged out to \$0.44 per square foot. The additional costs even without tenants was approximately \$0.77 per square foot. The Ad Hoc Committee recommended that the tenants contribute 33% of the \$0.77. This would calculate to \$0.2567, plus \$0.44, for a total of \$0.70 per square foot.

It was agreed upon to move forward with the mailing of the Interest Cards to all the addresses within the City. Executive Director, Josh Nelson said that he will give direction to staff to mail out tomorrow.

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MOTION BY VICE CHAIR SEAL AND SECOND BY BOARD MEMBER BICKEL TO ADOPT RESOLUTION NO. IPHMA 2022-12. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	BICKEL, COOK, O’GORMAN, VC/SEAL, C/CALVO
NOES:	BOARD MEMBERS:	NONE
ABSENT	BOARD MEMBERS:	NONE
ABSTAIN	BOARD MEMBERS:	NONE

6.2 DISCUSSION AND DIRECTION REGARDING RENT INCREASE FOR EXISTING TENANTS

RECOMMENDED ACTION: *Provide direction to Staff.*

Executive Director Josh Nelson suggested, from a timing standpoint, we set the rate increases to a fiscal year schedule and target the January meeting for a vote. This will allow staff enough time to look into the measurements of the different properties, to include into the budget for March, and time for rent increase notices to go in time for July 1, 2023. Chair Ken Calvo said he would prefer to do these increases annually rather than semi-annually.

Discussion ensued regarding the .70 cents per square footage and the size of each rental. This could widely affect the amount of rent per house and will take some research to calculate the variance and best method to increase the rent.

Assistant Executive Director Bing Hyun reviewed what other local cities were quoting for their tenants.

It was agreed to get more data in order to complete this rate increase calculation. If staff could target November with providing more information to the authority, we can plan on fine tuning at the December meeting and presenting a staff report for approval at the January 2023 meeting.

Chair Ken Calvo nominated himself and Board Member James Bickel to form another Ad Hoc Committee regarding how to go about raising the rent and processing of rental applications.

CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
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EXECUTIVE DIRECTOR REPORTS

Executive Director Josh Nelson thanked the Ad Hoc Committee for their time and commitment and said, "I'm looking forward to working with the new Ad Hoc team".

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

Board Member Phil Cook thanked staff and the Ad Hoc Committee for their effort and time worked on this process. "I know it was a lot of work."

ADJOURNMENT

There being no further business, the Industry Property and Housing Management Authority adjourned at 11:00 a.m.

Ken Calvo
Chair

Julie Gutierrez-Robles
Secretary

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*

ITEM NO. 5.4

RESOLUTION NO. IPHMA 2022-14

A RESOLUTION OF THE INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY AUTHORIZING REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

RECITALS

WHEREAS, the Industry Property and Housing Management Authority (“IPHMA”) is committed to preserving and encouraging public access and participation in its meetings; and

WHEREAS, all meetings of the IPHMA are open and public, as required by the Ralph M. Brown Act (Gov. Code §§54950 – 54963) (“Brown Act”), so that any member of the public may attend, participate, and observe the IPHMA conduct its business; and

WHEREAS, in March 2020 as a response to the ongoing COVID-19 pandemic, Governor Newsom issued Executive Orders N-25-20 and N-29-20. These orders suspended certain elements of the Brown Act and specifically allowed for legislative bodies as defined by the Brown Act to hold their meetings entirely electronically with no physical meeting place. On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which provided that the provisions in Executive Order N-29-20 suspending certain elements of the Brown Act would continue to apply through September 30, 2021; and

WHEREAS, on September 16, 2021 Governor Newsom signed AB 361, which added subsection (e) to Government Code §54953 of the Brown Act, and makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code §54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, one of the conditions required is that a state of emergency has been declared by the Governor pursuant to Government Code §8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code §8558; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, in March 2020, in response to the spread of COVID-19 in the State of California, the Governor Proclaimed a State of Emergency pursuant to Government Code §8625, and issued a number of executive orders aimed at containing the COVID-19 virus, and the County of Los Angeles through various Orders of the Los Angeles County Health Officer, continues to impose or recommend measures to promote social distancing; and

WHEREAS, Los Angeles County officials have recommended measures to promote social distancing, and strongly recommend masks for all regardless of vaccination status in an effort to slow the transmission of COVID-19 throughout the State and Los Angeles County; and

WHEREAS, the IPHMA is concerned about the health and safety of all individuals of the public who attend public meetings; and

WHEREAS, as a consequence of the continued state of emergency, the Board adopted Resolution No. IPHMA 2021-06 on November 4, 2021, Resolution No. IPHMA 2021-07 on December 4, 2021, Resolution No. IPHMA 2022-01 on January 3, 2022, Resolution No. IPHMA 2022-02 on February 2, 2022, Resolution No. IPHMA 2022-04 on March 4, 2022, Resolution No. IPHMA 2022-05 on April 3, 2022, Resolution No. IPHMA 2022-06 on May 3, 2022, Resolution No. IPHMA 2022-08 on June 2, 2022, Resolution No. IPHMA 2022-10 on August 11, 2022, and Resolution No. IPHMA 2022-11 on September 10, 2022, finding and determining that the IPHMA would continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e), and that the IPHMA would continue to comply with the requirements to provide the public with access to all public meetings as prescribed in §54953(e)(2); and

WHEREAS, pursuant to the provisions of AB 361, the IPHMA Board hereby finds and determines that the findings set forth in Resolution No. IPHMA 2022-11 remain, and that it is thereby necessary to continue to conduct its meetings without compliance with Government Code §54953(b)(3), as authorized by Government Code §54953(e).

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

SECTION 1: All of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2: The IPHMA hereby considers the existing conditions of the state of emergency, local officials in Los Angeles County have recommended or imposed measures to promote social distancing in connection with COVID-19. Based on these facts, findings, and determinations, the IPHMA authorizes staff to conduct remote teleconference meetings of the IPHMA, under the provisions of Government Code §54953(e).

SECTION 3: The Executive Director is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution and AB 361, including continuing to conduct open and public meetings in accordance with the Brown Act.

SECTION 4: This Resolution shall take effect November 9, 2022, and shall be effective until the earlier of December 9, 2022, or such time as the IPHMA adopts a

subsequent resolution in accordance with Government Code §54953(e)(3) to extend the time during which the IPHMA may continue to meet by teleconference.

PASSED, APPROVED AND ADOPTED by the Industry Property and Housing Management Authority at a regular meeting held on November 9, 2022, by the following vote:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:

Ken Calvo, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary

*CITY OF INDUSTRY PROPERTY AND HOUSING
MANAGEMENT AUTHORITY*


ITEM NO. 6.1




INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

MEMORANDUM

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

FROM: Joshua Nelson, Executive Director 

STAFF: Bing Hyun, Assistant Executive Director 

DATE: November 9, 2022

SUBJECT: Consideration of Residential Rental Agreements for the following properties using the revised rental agreement, and authorizing the Executive Director to establish mutually agreed upon move in dates, and to reclassify occupants as tenants:

- a. 15652 Nelson Avenue - \$900.00 per month
- b. 15722 Nelson Avenue - \$900.00 per month
- c. 15730 Nelson Avenue - \$1,370.00 per month
- d. 16229 Temple Avenue - \$1,175.00 per month
- e. 22036 Valley Boulevard - \$1,255.00 per month
- f. 17229 Chestnut Street - \$1,740.00 per month

Background:

On September 7, 2022, the Industry Property and Housing Management Authority (“IPHMA”) Board approved Resolution No. IPHMA 2022-12, adopting rental application guidelines, and thus, staff was directed to move forward with mailing out a Notice of Rental Unit Availability and Rental Application Interest Card to every property owner and occupant of a residential dwelling unit within the City of Industry. A new ad hoc committee (“Ad Hoc”) was created to review the Rental Application Interest Cards, determine eligibility, oversee the distribution and intake of Rental Applications, and select the tenant(s) for recommendation to the Board.

Discussion:

The Ad Hoc met to review the nine Rental Application Interest Cards that were received by the due date. Staff was then directed to proceed with the distribution of Rental Applications to the prospective tenants selected by the Ad Hoc. All proposed tenants over the age of 18 were required to fill out an application and provide consent to a background,



INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

credit, and reference check which was completed upon receipt of each application. The Ad Hoc reconvened to review and discuss the Rental Applications received and directed staff to bring before the Authority these six rental agreements for your consideration. Staff also requests that the Board authorize the Executive Director to amend these agreements in the future for purposes of reclassifying an occupant as a tenant once they reach the age of 18, should that occur. All occupants will be listed with their date of birth in the rental agreements for this purpose.

Fiscal Impact:

Overall rental income will increase by \$7,340.00 each month, or \$88,080.00 each year. Pursuant to Section 3 of the Draft Industry Property and Housing Management Authority Residential Rental Agreement, the Tenant is responsible for electricity, gas, telephone, internet, and cable services, and the IPHMA will provide water, gardening services, ordinary trash disposal services, and pest control.

Recommendation:

The IPHMA Ad Hoc Committee recommends approving the agreements, authorizing the Executive Director to establish move in dates, and authorizing the Executive Director to amend the agreements in the future for purposes of reclassifying an occupant as a tenant.

Exhibit:

A. Revised IPHMA Residential Rental Agreement

JN/BH:lh

**INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY
RESIDENTIAL RENTAL AGREEMENT**

This Residential Rental Agreement ("Agreement") is entered into as of _____, by and between the Industry Property and Housing Management Authority, a public body ("Landlord"), and _____ (collectively "Tenant"). Landlord hereby rents to Tenant the dwelling unit located at _____ (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 _____ for the month of _____ and _____ for each month thereafter. The rent for _____ shall be paid to Landlord not later than _____. The rent for each month thereafter is payable to Landlord in advance on or before the first day of each month, commencing on _____, 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 \$25.00 fee for the first check and \$35.00 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. 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, telephone, internet, and cable services, used in or on the Premises during the term of this Agreement. Landlord

shall provide water, gardening services, ordinary trash 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	DOB

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:

PET TYPE	QUANTITY	BREED (DOGS ONLY)

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 Mayor Dave Way, 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 _____
Ken Calvo, IPHMA Chairperson

By _____
Print Name

By _____
Signature

By _____
Print Name

By _____
Signature