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**INDUSTRY PROPERTY AND  
HOUSING MANAGEMENT  
AUTHORITY  
REGULAR MEETING  
AGENDA**

CHAIR KEN CALVO  
VICE CHAIR TIM SEAL  
BOARD MEMBER JIM BICKEL  
BOARD MEMBER PHIL COOK  
BOARD MEMBER TIMOTHY O'GORMAN

**DECEMBER 10, 2025 AT 10:30 AM**

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**LOCATION:** City Council Chambers, 15651 Mayor Dave Way  
City of Industry, California

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**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 one-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):** 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 one-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.

At the time of publication, no Board Members intend to take part in the meeting remotely under the provisions of AB 2449. Should that change between the time of publication and the start of the meeting, a live webcasting of the meeting will be accessible via the link, meeting ID, and meeting passcode listed below. Whenever possible, an announcement will be made at the start of the meeting via the live webcast to confirm whether or not a Board Member will join remotely. If they will not be joining remotely, then the live webcast will terminate after the announcement.

[www.microsoft.com/microsoft-teams/join-a-meeting](http://www.microsoft.com/microsoft-teams/join-a-meeting)

Meeting ID: 291 499 036 199 42

Passcode: ab7W8eJ9

[Download Teams](#) | [Join on the web](#)

Or call in (audio only)

+1 657-204-3264,

Phone Conference ID: 877 466 798#

**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 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 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. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT CALENDAR**

6.1. Consideration of the Register of Demands for December 10, 2025

*RECOMMENDED ACTION:*

*Approve the Register of Demands and authorize the appropriate personnel to pay the bills.*

6.2. Consideration of the minutes of the August 13, 2025 regular meeting, and the September 10, 2025 regular meeting

*RECOMMENDED ACTION: Approve as submitted.*

6.3. Consideration of a Maintenance Services Agreement for Tree Maintenance Services with North Star Land Care, in an amount not to exceed \$300,000.00 through December 31, 2028

*RECOMMENDED ACTION: Approve the Agreement,*

7. **ACTION ITEMS**

7.1. Discussion and Direction Regarding Rent Increases for Existing Tenants

*RECOMMENDED ACTION: Discuss and provide direction to Staff.*

7.2. Consideration of the appointment of a Chairperson and Vice Chairperson.

*RECOMMENDED ACTION: Consider nominations and make appointments.*

8. **PUBLIC HEARINGS-NONE**

9. **CLOSED SESSION-NONE**

10. **EXECUTIVE DIRECTOR COMMUNICATIONS**

11. **AB 1234 REPORTS**

12. **BOARD MEMBER COMMUNICATIONS**

**13. PUBLIC COMMENTS**

14. Adjournment. The next regular Industry Property and Housing Management Authority Meeting is Wednesday, January 7, 2026, at 10:30 AM.

ITEM NO. 6.1

**INDUSTRY PROPERTY & HOUSING MANAGEMENT AUTHORITY**

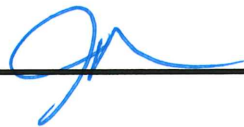
**AUTHORIZATION FOR PAYMENT OF BILLS**

Board Meeting December 10, 2025

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
124	IPHMA - CAPITAL IMPROVEMENT	25,221.09
160	INDUSTRY PROPERTY & HOUSING	73,324.50
TOTAL ALL FUNDS		98,545.59

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
IPHMA.WF.CHK	WELLS FARGO CHECKING	98,545.59
TOTAL ALL BANKS		98,545.59

**APPROVED PER EXECUTIVE DIRECTOR**

  
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**DATE**

  
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**Industry Property and Housing Management Authority  
Board Meeting  
December 10, 2025**

Check	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
<b>200911</b>	11/12/2025		<b>INDUSTRY PUBLIC UTILITIES</b>	<b>\$3,486.21</b>
	Invoice	Date	Description	Amount
	2026-00000703	11/01/2025	8/18-10/16/25 SVC-HANDORF LOOP RD-IRRIG BOOSTEI	\$101.08
	2026-00000704	11/01/2025	8/18-10/16/25 SVC-HANDORF LOOP RD-IRRIG	\$71.17
	2026-00000705	11/01/2025	8/18-10/16/25 SVC-14063 PROCTOR	\$155.16
	2026-00000706	11/01/2025	8/18-10/16/25 SVC-16200 TEMPLE CONDOS A & B	\$481.04
	2026-00000707	11/21/2025	8/18-10/16/25 SVC-16200 TEMPLE CONDOS C & D	\$624.44
	2026-00000708	11/01/2025	8/18-10/16/25 SVC-16212 TEMPLE	\$682.83
	2026-00000709	11/01/2025	8/18-10/16/25 SVC-16217 TEMPLE	\$184.03
	2026-00000710	11/01/2025	8/18-10/16/25 SVC-16218 TEMPLE	\$144.53
	2026-00000711	11/01/2025	8/18-10/16/25 SVC-16220 TEMPLE	\$140.58
	2026-00000712	11/01/2025	8/18-10/16/25 SVC-16224 TEMPLE	\$145.87
	2026-00000713	11/01/2025	8/18-10/16/25 SVC-16227 TEMPLE	\$124.78
	2026-00000714	11/01/2025	8/18-10/16/25 SVC-16229 TEMPLE	\$124.78
	2026-00000715	11/01/2025	8/18-10/16/25 SVC-16238 TEMPLE	\$122.17
	2026-00000716	11/01/2025	8/18-10/16/25 SVC-16242 TEMPLE	\$141.92
	2026-00000717	11/01/2025	8/18-10/16/25 SVC-16200 TEMPLE- BUNKHOUSE	\$241.83
<b>200912</b>	11/12/2025		<b>LA PUENTE VALLEY COUNTY WATER</b>	<b>\$2,121.39</b>
	Invoice	Date	Description	Amount
	2026-00000718	11/01/2025	8/18-10/16/25 SVC-15652 NELSON	\$586.84
	2026-00000719	11/01/2025	8/18-10/16/25 SVC-15702 NELSON	\$298.54
	2026-00000720	11/01/2025	8/18-10/16/25 SVC-15714 NELSON	\$289.24
	2026-00000721	11/01/2025	8/18-10/16/25 SVC-15722 NELSON	\$298.54
	2026-00000722	11/01/2025	8/18-10/16/25 SVC-15730 NELSON	\$331.09
	2026-00000723	11/01/2025	8/18-10/16/25 SVC-15736 NELSON	\$317.14

**Industry Property and Housing Management Authority  
Board Meeting  
December 10, 2025**

Check	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
<b>200913</b>	11/19/2025		<b>SOCALGAS</b>	<b>\$35.28</b>
	Invoice	Date	Description	Amount
	2026-00000800	11/05/2025	10/2-11/13/25 SVC-16200 TEMPLE APT 202	\$35.28
<b>200914</b>	11/25/2025		<b>ROWLAND WATER DISTRICT</b>	<b>\$539.03</b>
	Invoice	Date	Description	Amount
	2026-00000821	11/05/2025	9/24-10/26/25 SVC-17217 & 17229 CHESTNUT - IRR	\$342.63
	2026-00000822	11/05/2025	9/24-10/26/25 SVC-17217 CHESTNUT ST	\$110.80
	2026-00000823	11/05/2025	11/5-10/26/25 SVC-17229 CHESTNUT ST	\$85.60
<b>200915</b>	11/25/2025		<b>WALNUT VALLEY WATER DISTRICT</b>	<b>\$96.75</b>
	Invoice	Date	Description	Amount
	5491940	11/12/2025	10/3-11/3/25 SVC-20137 WALNUT DR	\$40.70
	5487496	11/10/2025	10/1-10/31/25 SVC-22002 VALLEY BLVD	\$56.05
<b>200916</b>	12/10/2025		<b>CELCO CONSTRUCTION SERVICES IN</b>	<b>\$7,713.00</b>
	Invoice	Date	Description	Amount
	16228	11/03/2025	REMEDATION & RECONSTRUCTION @ 16200 TEMPLE	\$4,968.81
	16191	10/27/2025	REMEDATION & RECONSTRUCTION @ 16238 TEMPLE	\$2,744.19
<b>200917</b>	12/10/2025		<b>CNC ENGINEERING</b>	<b>\$16,946.25</b>
	Invoice	Date	Description	Amount
	513922	11/27/2025	MISCELLANEOUS HOUSING CAPITAL IMPROVEMENTS	\$3,323.75
	513923	11/27/2025	MISCELLANEOUS HOUSING CAPITAL IMPROVEMENTS	\$2,201.25
	513905	11/27/2025	GENERAL ENGINEERING-15736 NELSON AVE	\$82.50
	513906	11/27/2025	GENERAL ENGINEERING-15702 NELSON AVE	\$82.50
	513907	11/27/2025	GENERAL ENGINEERING-15730 NELSON AVE	\$82.50

**Industry Property and Housing Management Authority  
Board Meeting  
December 10, 2025**

Check	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
513908	11/27/2025		GENERAL ENGINEERING-15652 NELSON AVE	\$82.50
513909	11/27/2025		GENERAL ENGINEERING-16242 E. TEMPLE AVE	\$41.25
513910	11/27/2025		GENERAL ENGINEERING-16227 E. TEMPLE AVE	\$495.00
513911	11/27/2025		GENERAL ENGINEERING-16224 E. TEMPLE AVE	\$306.25
513912	11/27/2025		GENERAL ENGINEERING-16229 E. TEMPLE AVE	\$82.50
513913	11/27/2025		GENERAL ENGINEERING-14063 PROCTOR AVE	\$123.75
513914	11/27/2025		GENERAL ENGINEERING-16212 TEMPLE AVE	\$365.00
513915	11/27/2025		GENERAL ENGINEERING-17229 CHESTNUT ST.	\$206.25
513916	11/27/2025		GENERAL ENGINEERING-16200 TEMPLE AVE, UNIT A	\$2,105.00
513917	11/27/2025		GENERAL ENGINEERING-16200 TEMPLE AVE, UNIT D	\$763.75
513918	11/27/2025		GENERAL ENGINEERING-16238 E. TEMPLE AVE	\$2,418.75
513919	11/27/2025		GENERAL ENGINEERING-16200 TEMPLE AVE, UNIT B	\$82.50
513920	11/27/2025		GENERAL ENGINEERING-16217 E. TEMPLE AVE	\$247.50
513921	11/27/2025		GENERAL ENGINEERING-GENERAL ENGINEERING	\$3,853.75
<b>200918</b>	<b>12/10/2025</b>		<b>IPHMA - PAYROLL ACCOUNT</b>	<b>\$4,000.00</b>
	Invoice	Date	Description	Amount
	11/24/25	11/24/2025	REPLENISH PAYROLL ACCT FOR NOVEMBER 2025	\$4,000.00
<b>200919</b>	<b>12/10/2025</b>		<b>IRRI-CARE PLUMBING &amp; BACKFLOW T</b>	<b>\$1,007.93</b>
	Invoice	Date	Description	Amount
	18331	12/04/2025	REPAIR KIT REPLACEMENT & 15 BACKFLOW TESTS-V,	\$1,007.93
<b>200920</b>	<b>12/10/2025</b>		<b>JANUS PEST MANAGEMENT</b>	<b>\$7,605.00</b>
	Invoice	Date	Description	Amount
	288061	11/13/2025	MONTHLY RESIDENTIAL PEST REMEDIATION	\$1,790.00
	289095	11/13/2025	MONTHLY RESIDENTIAL PEST REMEDIATION	\$2,055.00

**Industry Property and Housing Management Authority  
Board Meeting  
December 10, 2025**

Check	Date		Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>				
	290172	11/13/2025	MONTHLY RESIDENTIAL PEST REMEDIATION	\$1,745.00
	287030	11/13/2025	MONTHLY RESIDENTIAL PEST REMEDIATION	\$1,850.00
	288171	08/07/2025	MONTHLY RESIDENTIAL PEST REMEDIATION	\$165.00
<b>200921</b>	12/10/2025		<b>KLINE'S PLUMBING, INC.</b>	<b>\$500.00</b>
	Invoice	Date	Description	Amount
	14473	11/07/2025	PLUMBING MAINT SVC-16224 TEMPLE	\$250.00
	14477	11/11/2025	PLUMBING MAINT SVC-16000 TEMPLE CONDO A	\$250.00
<b>200922</b>	12/10/2025		<b>L A COUNTY TAX COLLECTOR</b>	<b>\$1,300.92</b>
	Invoice	Date	Description	Amount
	8940 149 077	10/30/2025	SUPP PROP TAX FY 25/26-16229 TEMPLE AVE	\$443.94
	8940 149 077 25	10/23/2025	ADJUSTED PROP TAX FY 25/26 16229 TEMPLE AVE	\$434.07
	8940 149 077 24	10/23/2025	ADJUSTED PROP TAX FY 24/25 16229 TEMPLE AVE	\$422.91
<b>200923</b>	12/10/2025		<b>LOCKS PLUS, INC.</b>	<b>\$568.96</b>
	Invoice	Date	Description	Amount
	36241	08/07/2025	SUPPLIES-KEY,LOCKS,MATERIALS & REPAIRS SVC-16:	\$568.96
<b>200924</b>	12/10/2025		<b>MORTISE &amp; TENON BUILDING CORP</b>	<b>\$21,043.09</b>
	Invoice	Date	Description	Amount
	430	11/07/2025	HANDYMAN MAINT SVC-16000 CONDO D	\$818.50
	428	11/06/2025	HANDYMAN MAINT SVC-ROOF LEAK@16212 TEMPLE	\$528.50
	#1-IPHMA-0015	12/01/2025	MISC IMPROVEMENTS @16228 TEMPLE	\$19,696.09
<b>200925</b>	12/10/2025		<b>SATSUMA LANDSCAPE &amp; MAINT.</b>	<b>\$29,241.78</b>
	Invoice	Date	Description	Amount

**Industry Property and Housing Management Authority  
Board Meeting  
December 10, 2025**

Check	Date	Payee Name	Check Amount
<b>IPHMA.WF.CHK - IPHMA Wells Fargo Checking</b>			

1025EHNHCS	11/21/2025	10/20-11/16/25 SVC-LANDSCAPE MAINT	\$29,241.78
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<b>200926</b>	<b>12/10/2025</b>	<b>TEMP AIR SYSTEM INC.</b>	<b>\$2,340.00</b>
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Invoice	Date	Description	Amount
22751	10/31/2025	AC MAINT SVC-15702 NELSON	\$195.00
22750	10/31/2025	AC MAINT SVC-15730 NELSON	\$195.00
22775	11/03/2025	AC MAINT SVC-14063 PROCTOR AVE	\$195.00
22748	10/29/2025	AC MAINT SVC-15722 NELSON	\$195.00
22752	10/30/2025	HVAC PREVENTATIVE MAINT SVC-15652 NELSON	\$195.00
22730	10/28/2025	HVAC PREVENTATIVE MAINT SVC-16200 TEMPLE #202	\$545.00
22704	10/29/2025	HVAC PREVENTATIVE MAINT SVC-16220 TEMPLE	\$235.00
22686	10/27/2025	HVAC PREVENTATIVE MAINT SVC-16000 TEMPLE UNIT	\$195.00
22702	10/28/2025	HVAC PREVENTATIVE MAINT SVC-15714 NELSON	\$195.00
22749	10/30/2025	HVAC PREVENTATIVE MAINT SVC-15736 NELSON	\$195.00

Checks	Status	Count	Transaction Amount
	Total	16	\$98,545.59

ITEM NO. 6.2

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CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
AUGUST 13, 2025  
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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 Calvo at 10:30 a.m., in the City of Industry Chamber, 15651 Mayor Dave Way, California.

**FLAG SALUTE**

The flag salute was led by Chair Calvo.

**AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)**

There was no need for AB 2449 vote since there were no Board Members taking part remotely. The webcast was then terminated.

**ROLL CALL**

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

ABSENT: Tim Seal, Vice Chair

STAFF PRESENT: Sam Pedroza, Assistant Executive Director; Jamie M. Casso, General Counsel; Mathew Hudson, Engineering Manager; and Julie Gutierrez Robles, Secretary.

**PRESENTATIONS**

There were none.

**CONSENT CALENDAR**

**6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR AUGUST 13, 2025**

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

Board Member Cook asked about check # 200866 regarding the high cost for replacing a back door.

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CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
AUGUST 13, 2025  
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Field Operation Project Manager, Justin Aguilar, with CNC Engineering reported on this item by describing the condition and the process of repairing this special door. He stated that the cost would be three times more to repair, therefore it was replaced.

There were no public comments.

**6.2 CONSIDERATION OF AWARD OF CONTRACT NO. IPHMA-006R, VARIOUS ROOF REPLACEMENTS AND REPAIRS, TO SOLAR ROOFING AND ENERGY STORAGE, IN AN AMOUNT NOT TO EXCEED \$326,793.00, AND ADOPT NOTICE OF EXEMPTION REGARDING SAME (MP 12-06 #27)**

*RECOMMENDED ACTION:* *Award the contract to Solar Roofing and Energy Storage, in the amount of \$326,793.*

James Cramsie, Sr. Director of Engineering with CNC Engineering, provided a staff report and was available to answer any questions.

There were no public comments.

MOTION BY BOARD MEMBER COOK, AND SECOND BY BOARD MEMBER O'GORMAN TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

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

**ACTION ITEMS - NONE**

**PUBLIC HEARINGS- NONE**

**ADMINISTRATION OF OATH OF OFFICE**

City Clerk Julie Gutierrez-Robles administered the Oath of Office to re-appoint Timothy O'Gorman as Board Member for four more years. The oath will be presented to Tim Seal at the next meeting.

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CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
AUGUST 13, 2025  
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**CLOSED SESSION**

There were none.

**EXECUTIVE DIRECTOR REPORTS**

There were none.

**AB 1234 REPORTS**

There were none.

**BOARD MEMBER COMMUNICATIONS**

There were none.

**PUBLIC COMMENTS**

There were none.

**ADJOURNMENT**

There being no further business, the Industry Property and Housing Management Authority adjourned at 10:40 a.m.

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Ken Calvo  
Chair

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Julie Gutierrez-Robles  
Secretary

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CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
SEPTEMBER 10, 2025  
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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 Calvo at 10:30 a.m., in the City of Industry Chamber, 15651 Mayor Dave Way, California.

**FLAG SALUTE**

The flag salute was led by Chair Calvo.

**AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)**

There was no need for AB 2449 vote since there were no Board Members taking part remotely. The webcast was then terminated.

**ROLL CALL**

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

STAFF PRESENT: Josh Nelson, Executive Director; Bing Hyun, Assistant Executive Director; Bianca Sparks, Assistant General Counsel; and Julie Gutierrez Robles, Secretary.

**PRESENTATIONS**

There were none.

**CONSENT CALENDAR**

Chair Calvo asked to be recused from Item No. 6.3, due to the appearance of conflict.

**6.1 CONSIDERATION OF THE REGISTER OF DEMANDS FOR SEPTEMBER 10, 2025**

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

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CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
SEPTEMBER 10, 2025  
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**6.2 CONSIDERATION OF THE MINUTES OF THE JUNE 12, 2024 REGULAR MEETING, JUNE 25, 2025 SPECIAL MEETING AND THE JULY 9, 2025 REGULAR MEETING**

*RECOMMENDED ACTION:* *Approve as submitted.*

**6.3 CONSIDERATION OF THE STATEMENT OF INVESTMENT POLICY**

*RECOMMENDED ACTION:* *Approve the Investment Policy.*

Chair Calvo asked if there were any comments or questions from the Authority regarding the Consent Calendar. There were none.

There were no comments from the public.

MOTION BY VICE CHAIR SEAL AND SECOND BY BOARD MEMBER COOK TO APPROVE THE CONSENT CALENDAR WITH CHAIR CALVO RECUSING HIMSELF FROM ITEM NO. 6.3. 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

**ACTION ITEMS - NONE**

**PUBLIC HEARINGS- NONE**

**CLOSED SESSION-NONE**

**EXECUTIVE DIRECTOR REPORTS**

Executive Director Josh Nelson spoke of the announcement from the Olympic Committee stating that they have made an agreement with the Pacific Palms Hotel to have the Mountain Bike Events in and around the golf course and will be using our parking lots for two days of events, one for men and one for women. The IPHMA may

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CITY OF INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY  
REGULAR MEETING MINUTES  
CITY OF INDUSTRY, CALIFORNIA  
SEPTEMBER 10, 2025  
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be involved in helping. Chair Calvo stated this will be a great event to showcase the City of Industry.

**AB 1234 REPORTS**

There were none.

**BOARD MEMBER COMMUNICATIONS**

There were none.

**PUBLIC COMMENTS**

There were none.

**ADJOURNMENT**

There being no further business, the Industry Property and Housing Management Authority adjourned at 10:36 a.m.

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Ken Calvo  
Chair

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Julie Gutierrez-Robles  
Secretary

ITEM NO. 6.3



# INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

## MEMORANDUM

**TO:** Honorable Chairperson and Members of the Board

**FROM:** Joshua Nelson, Executive Director

**STAFF:** Mathew Hudson, Director of Public Works  
Sean Calvillo, Director of Operations

**DATE:** December 10, 2025

**SUBJECT:** Consideration of a Maintenance Services Agreement for Tree Maintenance Services with North Star Land Care, in an amount not to exceed \$300,000.00 through December 31, 2028

### Background:

On May 12, 2025, a Request for Proposals (“RFP”) for Citywide Tree Maintenance Services was posted in the City’s PlanetBids™ vendor portal. The RFP was issued to procure a contractor to furnish all materials, equipment, tools, labor and incidentals as required for tree pruning, tree removal, tree stump removal and tree replacement as approved by the City. The RFP was viewed by 123 prospective bidders. The proposal was due on Monday, June 2, 2025, at 3:00 p.m. Seven (7) proposals were received. Below is a table of all proposers that submitted a proposal for Citywide Tree Maintenance Services.

#### **Proposers**

Great Scott Tree Service, Inc.  
Greenfield Landscaping and Maintenance, Inc.  
Mariposa Tree Management, Inc.  
North Star Land Care  
Tiger Tree Services, Inc  
United Pacific Services, Inc.  
West Coast Arborists, Inc.

Upon review of the submitted proposals, Staff selected three companies that presented the best overall fit to the City’s needs for in person interviews which include, in no particular order: Great Scott Tree Service, West Coast Arborists, and North Star Land Care. The interviews were conducted on August 27, 2025. Thereafter, Staff determined that the three interviewed companies are adequately equipped to meet the requirements for the City-wide tree maintenance services. However, with over 10,000 trees, Staff decided it would be advantageous to split the City into two zones for two companies, one for the western portion and another for the eastern portion, which would allow for an efficiency of work progress

throughout the year. Additionally, in emergency situations, due to inclement weather, for example, Staff would have more access to emergency crews City-wide to respond. Staff is also proposing that another company provide tree maintenance services to CRIA for the Industry Hills and the Expo Center areas, in which over 12,000 trees are located, and the IPHMA parcels, which have around 250 trees. This is also advantageous for crew availability throughout the year and in emergency situations.

Pursuant to Section 3.52.030(B)(4) of the City's Code, and Section 22002(d)(4) of the Public Contract Code ("PCC"), public works projects do not include landscape maintenance services. As a result, tree maintenance service is not subject to the public bidding requirement of the PCC, however it does require compliance with the City's Code. Under Section 3.52.120 of the City's Code, contracts relating to maintenance of public works or public facilities may be provided for either by competitive bidding, informal public bidding, or by negotiated contract, at the discretion of the City Council. IPHMA adheres to the City's Code, and Staff recommends IPHMA negotiate a maintenance contract per the City's Municipal Code.

**Discussion:**

North Star Land Care ("North Star") has been providing arborists services to southern California municipalities since 2017, and is well equipped to meet IPHMA's tree maintenance needs. There are about 250 trees within the housing parcels in the City. Staff will coordinate with North Star on the locations of tree trimming work and the schedule of work. The scope also includes providing global position system ("GPS") location of trees that are currently not in the City's Geographic Information System. Staff recommends approving a Maintenance Services Agreement with North Star for tree maintenance services, in an amount not to exceed \$300,000.00, through December 31, 2028.

**Fiscal Impact:**

The fiscal impact is \$300,000.00 over three years. In the adopted Fiscal Year 2025-2026 General Fund budget, \$400,000.00 was approved for this (Account No. 160-300-5068) (MP 12-06) and Staff will budget accordingly in future fiscal years.

**Recommendation:**

It is recommended that the IPHMA Board approve the Maintenance Services Agreement with North Star Land Care.

**Exhibits:**

1. Maintenance Services Agreement with North Star Land Care, dated December 10, 2025

# INDUSTRY PROPERTY HOUSING MANAGEMENT AUTHORITY

## MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”) is made and effective as of December 10, 2025 (“Effective Date”), between the INDUSTRY PROPERTY HOUSING MANAGEMENT AUTHORITY (“IPHMA”), a public body, and North Star Land Care, a California corporation (“Contractor”). IPHMA and Contractor are hereinafter collectively referred to as the “Parties”.

### RECITALS

**WHEREAS**, IPHMA desires to engage Contractor to perform the services described herein, and Contractor desires to perform such services in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and conditions herein contained, IPHMA and Contractor agree as follows:

#### 1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than December 31, 2028 unless sooner terminated pursuant to the provisions of this Agreement.

#### 2. SERVICES

(a) Contractor shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. (“Scope of Services”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of IPHMA. The Services shall be performed by Contractor, unless prior written approval is first obtained from IPHMA. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) IPHMA shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Contractor shall perform all Services in a manner reasonably satisfactory to IPHMA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing arborist services, serving a public body.

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this

Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) IPHMA has not consented in writing to Contractor's performance of such work. No officer or employee of IPHMA shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of IPHMA. If Contractor was an employee, agent, appointee, or official of IPHMA in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse IPHMA for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Contractor represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

### **3. MANAGEMENT**

IPHMA Executive Director shall represent IPHMA in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but shall have no authority to modify the Services or the compensation due to Contractor.

### **4. PAYMENT**

(a) IPHMA agrees to pay the Contractor a lump sum. Amount not to exceed Three Hundred Thousand Dollars (\$300,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by IPHMA. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by IPHMA and Contractor at the time IPHMA's written authorization is given to Contractor for the performance of said services.

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If IPHMA disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of

an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

## **5. LABOR CODE AND PREVAILING WAGES**

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “Public Works” and “Maintenance” projects. If the Services are being performed as part of an applicable “Public Works” or “Maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. IPHMA shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, IPHMA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor’s or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Contractor shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public Works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. The Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by

the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

## **6. SUSPENSION OR TERMINATION OF AGREEMENT**

(a) IPHMA may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If IPHMA suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, IPHMA shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to IPHMA. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to IPHMA pursuant to Section 5 of this Agreement.

## **7. OWNERSHIP OF DOCUMENTS**

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by IPHMA that relate to the performance of services under this Agreement. Contractor shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to the representatives of IPHMA or its designees at reasonable times to review such books and records; shall give IPHMA the right to examine and audit said books and records; shall permit IPHMA to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of IPHMA and may be used, reused, or otherwise disposed of by IPHMA without the permission of the Contractor. With respect to computer files, Contractor shall make available to IPHMA, at the Contractor's office, and upon reasonable written request by IPHMA, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to IPHMA all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of IPHMA.

## 8. INDEMNIFICATION

### (a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless IPHMA and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

### (b) Indemnity other than for professional liability

Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless IPHMA, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

### (c) Duty to defend.

In the event IPHMA, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by IPHMA, Contractor shall have an immediate duty to defend IPHMA at Contractor's cost or at IPHMA's option, to reimburse IPHMA for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by IPHMA is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and IPHMA, as to whether liability arises from the sole negligence of IPHMA or its officers, employees, or agents, Contractor will be obligated to pay for IPHMA's defense until such time as a final judgment has been entered adjudicating IPHMA as solely negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

## **9. INSURANCE**

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

## **10. INDEPENDENT CONTRACTOR**

(a) Contractor is and shall at all times remain as to IPHMA a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither IPHMA nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of IPHMA. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against IPHMA, or bind IPHMA in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, IPHMA shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for IPHMA. IPHMA shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Consultant shall indemnify, defend and hold harmless, IPHMA, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including contributions to any retirement and/or pension plan, legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 10(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies IPHMA may have under the law.

## **11. LEGAL RESPONSIBILITIES**

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. IPHMA, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

**12. UNDUE INFLUENCE**

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of IPHMA in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of IPHMA has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling IPHMA to any and all remedies at law or in equity.

**13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

No member, officer, or employee of IPHMA, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

**14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without IPHMA's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from IPHMA, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within IPHMA, unless otherwise required by law or court order. (b) Contractor shall promptly notify IPHMA should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within IPHMA, unless Contractor is prohibited by law from informing IPHMA of such Discovery, court order or subpoena. IPHMA retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless IPHMA is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with IPHMA and to provide the opportunity to review any response to discovery requests provided by Contractor. However, IPHMA's right to review any such response does not imply or mean the right by IPHMA to control, direct, or rewrite said response.

**15. NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail,

certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To IPHMA:	IPHMA 15625 Mayor Dave Way City of Industry, CA 91744 Attention: Executive Director
With a Copy To:	James M. Casso, General Counsel Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746
To Contractor:	North Star Land Care 10831 Downey Avenue Downey, CA 90241

**16. ASSIGNMENT**

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of IPHMA.

Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide IPHMA with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include an indemnity provision similar to the one provided herein and identifying IPHMA as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from IPHMA for such insurance.

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to IPHMA for the performance of its subcontractor as it would be if Contractor had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between IPHMA and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subcontractor under this Agreement.

**17. GOVERNING LAW/ATTORNEYS' FEES**

IPHMA and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable

attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

**18. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**19. SEVERABILITY**

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.

**20. 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.

**21. CAPTIONS**

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

**22. WAIVER**

The waiver by IPHMA or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by IPHMA or Contractor unless in writing.

**23. REMEDIES**

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

**24. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

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

**“IPHMA”**  
Industry Property Housing Management  
Authority

**“CONTRACTOR”**  
North Star Land Care

By: \_\_\_\_\_  
Joshua Nelson, Executive Director

By \_\_\_\_\_  
Jose A. Martinez, President

**Attest:**

By: \_\_\_\_\_  
Julie Gutierrez-Robles, Secretary

**Approved as to form:**

By: \_\_\_\_\_  
James M. Casso, General Counsel

Attachments:      Exhibit A      Scope of Services  
                         Exhibit B      Rate Schedule  
                         Exhibit C      Insurance Requirements

## EXHIBIT A

### SCOPE OF SERVICES

IPHMA maintains approximately 250 trees on all housing parcels. The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required for tree pruning, tree removal, tree stump removal and tree replacement as approved by IPHMA. In general, all right-of-way trees on specified streets or neighborhoods will be pruned, with limited exceptions, commonly known as grid pruning. The Contractor would be assigned to prune all the trees within that grid/zone before proceeding into the next grid or zone, unless otherwise directed by IPHMA. Grid pruning services will occur each year on a start date determined by IPHMA, outside of bird nesting season. The Contractor shall cease work in a tree if a nest is found and is determined to be active, unless given written permission by IPHMA. The Contractor will be available for tree removals, stump removals, tree replacements, emergency call-out services, and specialty tree crew rental services on a limited, as-needed basis throughout each year. The Contractor will maintain and annually update a digital tree maintenance inventory, which will be the property of IPHMA.

The Contractor shall also be required to report to IPHMA any condition that could pose a threat to the public or result in a poor aesthetic such as, but not limited to, low or hanging limbs, and dead, dying or structurally deficient trees.

The Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture (“ISA”) standards, American National Standards Institute (“ANSI”) criteria and the standards and requirements described herein in providing tree services. All work performed shall be comply with good arboreal practices within the industry for the particular species of tree being maintained. All of the Contractor’s personnel engaged in the actual trimming of the trees shall hold, at minimum, a current ISA Certified Tree Worker credential. All other personnel (e.g. ground workers) shall have received sufficient training so as to be capable of performing their functions in a safe and proficient manner.

The Contractor shall conduct all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all persons, including Contractor’s employees, agents of IPHMA, vendors, members of the public or others from injury or damage to their property. The Contractor shall cooperate fully with IPHMA in the investigation of any accident, injury or death occurring on the property set forth in this Agreement, including a complete written report to the Executive Director/City Manager within 24 hours following the incident.

Any damage caused by the Contractor shall be repaired or restored at Contractor's expense to a condition similar or equal to that existing before such damage, or the Contractor shall repair such damage in a manner acceptable to IPHMA.

## **GENERAL PROVISIONS**

### **SUPERVISION**

The Contractor must have a certified arborist on staff to supervise all tree maintenance services conducted at any time. The Contractor will be required to provide continual supervision for all operations at the job site and will be subject to administrative direction by IPHMA.

### **INSPECTION**

When work in specified areas is completed and ready for final inspection, the Contractor will be required to notify IPHMA. As soon as possible thereafter, IPHMA will make the necessary inspection, and determine whether the work has been properly performed and completed.

### **WORK SCHEDULE**

The Contractor will be required to submit a complete schedule of work to be performed to IPHMA at least one (1) week prior to the beginning of the work. Normal working hours will be an eight (8) hour day between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday. Any adjustments to this schedule must be approved by IPHMA. Roads known to have heavy traffic periods may be restricted to work between the hours of 9:00 a.m. and 2:00 p.m.

### **EQUIPMENT**

Equipment supplied and used by the Contractor will be maintained in a mechanically sound and safe condition, free from infectious disease or materials. When pruning infected or diseased trees, the Contractor will sterilize pruning tools prior to beginning work on the following tree.

### **SAFETY**

Subject to the approval by the Director of Public Works, whenever streets are to be blocked off, City along with the Los Angeles County Sheriffs and Fire Departments will all be notified by Contractor of the locations and length of time the street will be blocked.

Suitable street, sidewalk barriers, signs, traffic cones and other such equipment will be used by the Contractor.

It is the responsibility of the Contractor to use Work Area Traffic Control Handbook (W.A.T.C.H. manual latest edition) for traffic control as needed. Adequate traffic control shall be maintained at all times through the work zone, in compliance with the WATCH manual, latest edition.

It is the sole responsibility of the Contractor to ensure the safety of its work. The Contractor will observe all arborist and industrial safety standards.

### **DAMAGED PROPERTY**

Plant material, irrigation systems and other facilities damaged or destroyed by the Contractor will be repaired or replaced at the Contractor's expense.

### **CONDUCT OF OPERATIONS**

Cooperation with others: The Contractor will endeavor to maintain good public relations at all times. The work will be conducted in a manner which will cause the least possible interference with or annoyance to the public. Work will be performed by competent workers supervised by a competent supervisor with experience and training in tree trimming and removal.

Contractor will notify resident(s) and business(es) of tree removal or trimming a minimum of 24 hours before commencing work.

Complaints: Complaints resulting from the Contractor's operation will be referred to the Contractor for prompt handling and satisfactory adjustment. All such adjustments will be at the Contractor's expense, whether said complaints arise from City authorities, or from private property owners and others.

### **EXTRA WORK**

Extra work will not be performed without prior written approval by City.

### **PERMITS, FEES AND LICENSES**

The Contractor shall have a valid and current C-49 contractor license for the duration of the contract. The Contractor is responsible for obtaining a business license and encroachment permit from IPHMA. All permit fees and licenses necessary for completion of the work will be paid for by the Contractor

### **SPECIAL PROVISIONS**

### **PRUNING STANDARDS**

All pruning will follow the Western Chapter - International Society of Arbor Culture Standards. Some exceptions may be implemented by IPHMA.

## TECHNIQUES

Thinning cuts will be removed at its point of attachment or shortened to a lateral large enough to assume the terminal role.

When shortening a branch or leader, the lateral to which it is cut should be at least one-half the diameter of the cut being made.

Holding cuts, or removing branches to stubs, buds or lateral branches not large enough to assume the terminal role is not allowed.

When removing a branch, pruning cuts should be made in branch tissue close to, but outside, the branch bark ridge. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.

When removing a dead branch, the final cut should be made outside the collar of live callus issue. If the collar has grown out several inches around the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.

When reducing the length of a branch or the height of a leader, the final cut should be close to, but beyond (not violate) the branch bark ridge of the branch being cut to. The cut should approximately bisect the angle formed by the branch bark ridge and an imaginary line perpendicular to the trunk or branch cut.

During structural pruning the diameter of the branch, at its attachment, will be less than three-fourths the diameter of the parent branch or trunk. If larger, the branch's foliage should be reduced by 15 to 25 percent, particularly near its terminal. The parent branch will not be thinned as much in order to allow the parent branch to grow at a faster rate and reduce the weight of the lateral branch, slow its total growth, and develop a stronger branch attachment. If this does not appear appropriate, the branch should be shortened to a large lateral or be completely removed.

On large growing trees, branches that are more than one-third the diameter of the trunk at least 18 inches apart, on center, should have their mass reduced 15 to 25 percent, particularly near their terminals and/or be shortened. All pruning cuts should be clean and smooth with the bark at the edge of the cut firmly attached to the wood.

All end cuts on main branches will be cut on an angle of no less than 60 degrees so as not to restrict their natural flow of nutrients within the cambium layer.

All removals will include complete stump grinding except where noted otherwise.

## TYPES OF PRUNING - MATURE TREES

Crown Cleaning: The removal of dead, dying, diseased, crowded, weakly attached, and low-vigor branches and water sprouts from a tree crown. Crown Thinning: Includes crown cleaning and the selective removal of branches to increase light penetration and

air movement into the crown. Thinning of foliage to reduce the wind-sail effect of the crown and the weight of heavy limbs.

Thinning the crown to emphasize the structural beauty of trunk and specific branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than one-third of the live foliage be removed. At least one-half of the foliage should be on branches that arise in the lower two-thirds of the trees. When thinning laterals from a limb, the lateral branches will be left in the same distribution of foliage along the branch.

An effect known as "lion's-tailing" which results from pruning out the inside lateral branches is not allowed.

Crown Reduction: To reduce the height and/or spread of a tree. Thinning cuts are most effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut being made.

Crown Restoration: To improve the structure and appearance of trees that have topped or severely pruned using heading cuts. One to three sprouts on main branch stubs will be selected to reform a more natural appearing crown. A vigorous selected sprout may be thinned to a lateral, headed, to control length growth in order to ensure adequate attachment for the size of the sprout.

Crown Raising: The removal of lower branches of a tree in order to provide clearance for buildings, a clearance of 13 feet to 16 feet for vehicular traffic and 11 feet for pedestrian traffic. The tree will have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure.

View Restoration Trim: The removal of specified branches of a tree in order to provide/restore unobstructed views hindered by City-owned trees.

Clearance Trim: The removal of specified branches of a tree in order to provide adequate clearance for buildings, to the property line or to a specified point.

Minimum Trim: The removal of sucker and waterspout growth and the elevation of tree limbs to City Code heights.

Removals: Trees that are to be removed will be designated by IPHMA only. Trees removed will be cut flush to finish grade or lower. Care will be taken to protect surrounding landscape plants that will be remaining at the completion of the project. Each will be marked at breast height with orange paint. All tree removals will include complete stump grinding except when determined unnecessary by IPHMA.

## **ROOT PRUNING**

Root pruning shall be performed upon request by the Public Works Director, or designee. Root pruning will be performed no closer than 24 inches (24") from base of tree and no deeper than 12 inches (12").

Contractor shall provide all equipment, labor and materials necessary for the root pruning of trees throughout IPHMA in accordance with the specifications herein.

No location or site will be provided for the parking of vehicles and/or staging of materials. Vehicles and materials may not be stored in the Public Right of Way.

## **COMPETING PLANT MATERIALS**

Competing plant material or plant material clinging to the trunk such as ivy, volunteer trees, or woody shrubs, will be removed to provide a clear area of at least 18 inches, but not more than 24 inches around the trunk of the tree and the root crown.

## **CLIMBING TECHNIQUES**

Climbing and pruning practices should not injure the tree except for the pruning cuts. Climbing spurs will not be used when pruning a tree, unless the branches are more than throw-line distance apart. In such cases, the spurs should be removed once the climber is tied in.

Spurs may be used to reach an injured climber and when removing tree.

Rope injury to thin-barked trees from loading out heavy limbs should be avoided by installing a block in the tree to carry the load.

## **REMOVAL OF BRUSH AND DEBRIS**

At the close of each day's operation, the Contractor will be required to keep all street, parkway, sidewalk and yard areas of all properties free of debris. Additionally, Contractor will be required to dump all ground wood chips at a site within IPHMA limits to be determined by City. Material that is not ground up (stumps, etc.) must be disposed of at Contractor's expense.

## **ANNUAL SERVICES MEETING**

A mandatory meeting will be held with the Contractor each year prior to commencement of grid pruning to coordinate the annual work program.

## **RECORDKEEPING**

The contractor will be responsible for managing a City tree maintenance database, which will be shared with City staff on a regular basis, as determined by IPHMA.

## **GPS TREE DATA COLLECTION**

The Contractor will be responsible for regularly updating the City's GPS tree database as conditions require, including any trees removed or newly planted, and submit in a GIS-compatible format acceptable to the City's GIS system and Cartegraph application. The Contractor shall be required to create an ESRI ArcGIS Pro compatible "shape file". The data shall be compatible with the latest version of ArcGIS Pro. If the Contractor utilizes proprietary software for GPS tree management, the Contractor will still be required to submit GIS-compatible data to IPHMA, and the tree inventory and maintenance data are the property of IPHMA, and IPHMA should have access to the Contractor's software. The inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The information collected shall, at a minimum, include the confirmation of the tree asset number, tree type, trunk diameter, height, canopy spread, maintenance needs, previous pruning date, and the general condition of the tree.

## **DISPOSAL OF GREEN WASTE**

All tree debris produced as a result of the Contractor's operations under the contract will be reduced, reused, recycled, and/or transformed. Weight slips may be required as proof of final disposal, and invoices will not be processed unless accompanied with weight slips of recycled waste. Reducing will include, but not be limited to, chipping, grinding and/or shredding operations. Disposal is to be at a recycling yard for use in a tub grinding and mulching program.

Transformation will include, but not be limited to, firewood that is too large to be chipped, ground, or shredded for use as mulch. If wood is to be kept for firewood by the Contractor, the Contractor must provide proof of such an operation to IPHMA.

- Green waste generated from the tree maintenance activities shall be used towards the City's recycling credits. The Contractor shall provide backup certified reports regarding efforts. Organic waste recycling required herein shall be in compliance with Senate Bill 1383, Assembly Bill 939, and Chapter 8.20 of the City's Municipal Code

EXHIBIT B

RATE SCHEDULE

<b>Description</b>	<b>Unit</b>	<b>Unit Price</b>
Crew Rental (1 man w/equip. business hours)	per hr.	\$ 100.00
Crew Rental (3 man w/equip. business hours)	per hr.	\$ 300.00
Emergency Crew Rental (1 man w/equip. after business hours)	per hr.	\$ 110.00
Emergency Crew Rental (3 man w/equip. after business hours)	per hr.	\$ 330.00
Specialty Equipment( Rolloff, Loader, 95 foot Aerial lift)	Per hr.	\$ 125.00
Clearance Pruning	Per tree	\$ 95.00
Aesthetic Pruning	Per tree	\$ 145.00
Crown Reduction	Per tree	\$ 395.00
Clearance Pruning (Climbing)	Per tree	\$ 145.00
Aesthetic Pruning (Climbing)	Per tree	\$ 220.00
Crown Reduction (Climbing)	Per tree	\$ 595.00
Palm Trimming	Per tree	\$ 100.00
Palm Tree Skinning	Per LF	\$ 18.00
Tree & Stump Removal	Per DBH	\$ 40.00
Tree Only Removal	Per DBH	\$ 33.00
Stump Removal	Per DBH	\$ 12.00
GIS Collection	Per tree	\$ 4.00
Arborist Services (Reports)	Per Hr.	\$ 150.00
15-Gallon Tree planting	Per tree	\$ 180.00
24-Inch Box Tree Planting	Per tree	\$ 340.00

## EXHIBIT C

### INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of IPHMA, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to IPHMA.

**General liability insurance.** Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

**Automobile liability insurance.** Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

**Professional liability (errors & omissions) insurance.** Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

**Workers' compensation insurance.** Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Contractor shall submit to IPHMA, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of IPHMA, its officers, agents, employees and volunteers.

**Proof of insurance.** Contractor shall provide certificates of insurance to IPHMA as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by IPHMA's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with IPHMA at all times during the term of this contract. IPHMA reserves the right to require complete, certified copies of all required insurance policies, at any time.

**Duration of coverage.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise

from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

**Primary/noncontributing.** Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by IPHMA shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of IPHMA before IPHMA's own insurance or self-insurance shall be called upon to protect it as a named insured.

**IPHMA's rights of enforcement.** In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, IPHMA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by IPHMA will be promptly reimbursed by Contractor, or IPHMA will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, IPHMA may cancel this Agreement.

**Acceptable insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by IPHMA's Risk Manager.

**Waiver of subrogation.** All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against IPHMA, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against IPHMA, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

**Enforcement of contract provisions (non estoppel).** Contractor acknowledges and agrees that any actual or alleged failure on the part of IPHMA to inform Contractor of non-compliance with any requirement imposes no additional obligations on IPHMA nor does it waive any rights hereunder.

**Requirements not limiting.** Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, IPHMA requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to IPHMA.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to IPHMA with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

**Additional insured status.** General liability policies shall provide or be endorsed to provide that IPHMA and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

**Prohibition of undisclosed coverage limitations.** None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to IPHMA and approved of in writing.

**Separation of Insureds.** A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

**Pass Through Clause.** Contractor agrees to ensure that its subcontractors, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with Contractors, subcontractors, and others engaged in the project will be submitted to IPHMA for review.

**IPHMA's right to revise specifications.** IPHMA reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, IPHMA and Contractor may renegotiate Contractor's compensation.

**Self-insured retentions.** Any self-insured retentions must be declared to and approved by IPHMA. IPHMA reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by IPHMA.

**Timely notice of claims.** Contractor shall give IPHMA prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

**Additional insurance.** Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

ITEM NO. 7.1



# INDUSTRY PROPERTY AND HOUSING MANAGEMENT AUTHORITY

## MEMORANDUM

**TO:** Honorable Chairperson and Members of the Board

**FROM:** Joshua Nelson, Executive Director

**STAFF:** Bing Hyun, Asst. City Manager

**DATE:** December 10, 2025

**SUBJECT:** Discussion and Direction Regarding Rent Increases for Existing Tenants

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### **Background:**

The Industry Property and Housing Management Authority (“IPHMA”) previously directed Staff to increase rent for all existing tenants by 5% effective January 1, 2025, provided that no rent would exceed the target rent amounts set on July 1, 2023.

On June 25, 2025, the IPHMA directed Staff to increase rent for all existing tenants by 3% effective August 1, 2025, provided that no rent would exceed the target rent amounts set on July 1, 2023.

Pursuant to the California Tenant Protection Act of 2019 (AB 1482), rent amounts may only be increased annually by either a maximum of 5% of the current rent amount plus the local rate of inflation; or 10% of the current rent amount, whichever is lower. Civil Code Section 1947.12(g)(3)(B)(i)(I), states: “The percentage change shall be the percentage change in the amount published for April of the immediately preceding calendar year and April of the year before that.”

### **Discussion:**

The Los Angeles-Long Beach-Anaheim area Consumer Price Index (“CPI”) percent change in price for the 12-month period of April 2024 – April 2025 is 3%. Based on State law, the maximum amount that rent can be increased within a 12-month period is 3%.

At this time, in accordance with State law, the IPHMA may not increase rent prior to August 1, 2026 (since the most recent increase occurred on August 1, 2025). Staff is seeking direction from the Board to determine if the item should be brought back for discussion in June to determine if an August rent increase should be implemented. The IPHMA may also consider making the determination now, on whether or not to implement any rent increase.

### **Fiscal Impact:**

There is no fiscal impact at this time.

**Recommendation:**

Discuss and provide direction to Staff.

**Exhibits:**

ITEM NO. 7.2

Verbal Presentation