
Civic-Recreational-Industrial Authority



Regular Meeting Agenda
July 10, 2024

9:00 a.m.

Chairman Eric Benavidez
V. Chairman Ronald Whittemore
Board Member Sean Lee
Board Member Bob Lindsey
Board Member Ronald McPeak

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

- < **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):** 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 Member intends 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

Meeting ID: 232 078 452 050

Passcode: 8EAdPn

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

Or call in (audio only)

[+1 657-204-3264](tel:+16572043264).

Phone Conference ID: 870 095 931#

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., Friday 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

1. Call to Order
2. Flag Salute
3. AB 2449 Vote on Emergency Circumstances (if necessary)
4. Roll Call
5. Presentations
6. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one vote. There will be no separate discussion of these items unless members of the Civic-Recreational-Industrial Authority (CRIA) Board request specific items be removed from the Consent Calendar for separate action.

- 6.1 Consideration of the Register of Demands submitted by the Finance Department for July 10, 2024

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

- 6.2 Consideration of the Register of Demands submitted by CNC Equestrian Management Services for the Industry Hills Expo Center for May 2024

RECOMMENDED ACTION: *Receive and file.*

- 6.3 Consideration of Resolution No. CRIA 2024-03, a Resolution of the Civic-Recreational-Industrial Authority, Approving Blanket Purchase Orders ("BPOs") for Vendors Totaling \$10,000.00 and Over for FY 2024-2025

RECOMMENDED ACTION: *Adopt Resolution No. CRIA 2024-03.*

- 6.4 Consideration of Amendment No. 3 to the Maintenance Services Agreement with A.D. Wilson, Inc., for the maintenance of underground utility substructures at the Industry Hills Expo Center, extending the term through June 30, 2025, and revising the rate schedule (MP 01-34 #1)

RECOMMENDED ACTION: *Approve the Amendment.*

7. **ACTION ITEMS**

- 7.1 Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for May 31, 2024

RECOMMENDED ACTION: *Receive and file the report.*

- 7.2 Update on the Expo Center

RECOMMENDED ACTION: *Receive and file.*

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. Next regular meeting: Wednesday, August 7, 2024, at 9:00 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting July 10, 2024

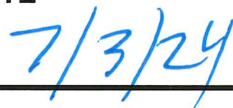
<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
121	CRIA - CAPITAL IMPROVEMENT	138,496.22
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	317,674.21
TOTAL ALL FUNDS		456,170.43

<u>BANK</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
WFCK	WELLS FARGO CHECKING	456,170.43
TOTAL ALL BANKS		456,170.43

APPROVED PER EXECUTIVE DIRECTOR



DATE



Civic-Recreational-Industrial Authority
Board Meeting
July 10, 2024

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11963	06/12/2024		VALLEY VISTA SERVICES, INC	\$450.00
	Invoice	Date	Description	Amount
	981122	06/01/2024	IH RODEO STORAGE BOXES JUNE 2024	\$450.00
11964	07/10/2024		CITY OF INDUSTRY	\$453.02
	Invoice	Date	Description	Amount
	2024-00000062	05/31/2024	MAY 2024 FUEL COSTS	\$453.02
11965	07/10/2024		CNC ENGINEERING	\$43,356.25
	Invoice	Date	Description	Amount
	510480	06/27/2024	EXPO CNTR IT INFRASTRUCTURE UPGRADES	\$285.00
	510479	06/27/2024	NEW BANQUET FACILITY @ EXPO CENTER	\$142.50
	510478	06/27/2024	EXPO CENTER AUDIO/VIDEO UPGRADES	\$512.50
	510477	06/27/2024	EXPO CNTR ALARM SYSTEM UPGRADES	\$9,110.00
	510476	06/27/2024	PAVILION UPGRADES-EXPO CENTER	\$14,398.75
	510475	06/27/2024	AVALON ROOM IMPROVEMENTS	\$1,175.00
	510486	06/27/2024	EXPO CNTR-STANDARDS OF FACILITY MAINT	\$17,732.50
11966	07/10/2024		CRIA-PAYROLL ACCOUNT	\$7,000.00
	Invoice	Date	Description	Amount
	JUN-24	06/10/2024	REPLENISH PAYROLL ACCT FOR JUNE 2024	\$7,000.00
11967	07/10/2024		ELEVATE PUBLIC AFFAIRS, LLC	\$6,000.00
	Invoice	Date	Description	Amount
	3877	06/05/2024	PROFESSIONAL SVC-MAY 2024	\$6,000.00
11968	07/10/2024		ESPY'S ELECTRICAL SERVICES INC.	\$1,850.00

Civic-Recreational-Industrial Authority
Board Meeting
July 10, 2024

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	Invoice	Date	Description	Amount
	1391	05/27/2024	ELECTRICAL MAINT SVC-CRIA	\$1,850.00
11969	07/10/2024		FRAZER, LLP	\$1,276.00
	Invoice	Date	Description	Amount
	189177	05/31/2024	PROFESSIONAL SVC-MAY 2024	\$1,276.00
11970	07/10/2024		GARCIA'S FENCE CORP	\$3,643.00
	Invoice	Date	Description	Amount
	052417	05/31/2024	FENCE MAINT SVC-EXPO	\$3,643.00
11971	07/10/2024		INDUSTRY SECURITY SERVICES	\$48,087.79
	Invoice	Date	Description	Amount
	1367	06/21/2024	6/14-6/20/24 SECURITY SVC-EXPO CNTR	\$12,028.80
	995	02/02/2024	1/26-2/1/24 SECURITY SVC-EXPO CNTR	\$12,001.39
	1337	06/07/2024	5/31-6/6/24 SECURITY SVC-EXPO CNTR	\$12,028.80
	1351	06/14/2024	6/7-6/13/24 SECURITY SVC-EXPO CNTR	\$12,028.80
11972	07/10/2024		JANUS PEST MANAGEMENT	\$185.00
	Invoice	Date	Description	Amount
	271872	06/11/2024	MONTHLY PEST SVC-EXPO	\$185.00
11973	07/10/2024		KAZONI CONSTRUCTION	\$112,872.47
	Invoice	Date	Description	Amount
	12-EXPO-2127R	07/01/2024	EXPO CENTER AVALON ROOM IMPRVMNTS-EXPO-212	\$65,260.25
	13RET-EXPO-2127R	07/01/2024	RETENTION EXPO CNTR AV RM IMPRVMNTS-EXPO-21:	\$50,875.22

Civic-Recreational-Industrial Authority
Board Meeting
July 10, 2024

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11974	07/10/2024		KLINE'S PLUMBING, INC.	\$3,225.00
	Invoice	Date	Description	Amount
	13514	06/06/2024	PLUMBING MAINT SVC-CRIA	\$425.00
	13511	06/05/2024	REPAIR LEAK @ EXPO PAVILLION PARKING LOT	\$2,800.00
11975	07/10/2024		LOCKS PLUS, INC.	\$5,918.57
	Invoice	Date	Description	Amount
	35436	06/09/2024	REPAIRS & IMPROVEMENTS TO LOCKS IN AVALON RC	\$4,261.18
	35431	05/24/2024	REPAIRS & IMPROVEMENTS TO LOCKS @PATIO CAFE	\$1,657.39
11976	07/10/2024		MORTISE & TENON BUILDING CORP	\$3,844.31
	Invoice	Date	Description	Amount
	156250215	06/06/2024	INSTALL CONDUIT TO SUPPORT WIFI INFRASTRUCTU	\$2,986.79
	156250241	06/11/2024	HANDYMAN MAINT SVC-CRIA	\$857.52
11977	07/10/2024		ROGERS, ANDERSON, MALODY & SCC	\$1,185.00
	Invoice	Date	Description	Amount
	75434	05/31/2024	CRIA AUDIT SVC-FY 23/24	\$1,185.00
11978	07/10/2024		THE BIG NORWEGIAN	\$1,898.02
	Invoice	Date	Description	Amount
	57569	06/11/2024	VEHICLE MAINT SVC-CRIA	\$1,898.02
11979	07/10/2024		WEST COAST ARBORISTS, INC.	\$214,926.00
	Invoice	Date	Description	Amount
	215398	05/31/2024	TREE MAINTENANCE SVC-EXPO CENTER	\$89,632.00
	216059	06/15/2024	TREE MAINTENANCE SVC-INDUSTRY HILLS EXPO	\$125,294.00

**Civic-Recreational-Industrial Authority
Board Meeting
July 10, 2024**

Check	Date	Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking			

Checks	Status	Count	Transaction Amount
	Total	17	\$456,170.43

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2

Back-up Material will be provided prior to Meeting

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
JULY 10, 2024

ITEM NO. 6.2
HAND-OUT

CRIA CHECK REGISTER

2024
MAY

Industry Hills Expo Center - Check Register

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
05/13/2024	18362	ADVANTAGE COLOR GRAPHICS	\$2,885.33	PRINTED PARKING TICKETS
05/13/2024	18363	ALARMCO	\$210.00	MONTHLY MONITORING-FIRE SYSTEM
05/13/2024	18364	ANHEUSER BUSCH SALES OF AMERICA	\$2,118.80	BEVERAGE ORDER -ALCOHOL INVENTORY
05/13/2024	18365	BRADY INDUSTRIES	\$1,975.64	PAPER AND CLEANING SUPPLIES EXP.
05/13/2024	18366	CINTAS	\$1,501.08	MATS, MOPS AND UNIFORMS
05/13/2024	18367	CNC EQUESTRIAN MANAGEMENT	\$28,426.32	MONTHLY SALARIES-MAY
05/13/2024	18368	EL MONTE ICE CO.	\$1,440.00	BAGGED ICE FOR ARENA EVENTS
05/13/2024	18369	FRONTIER COMMUNICATIONS	\$179.47	MONTHLY INTERNET SERVICES
05/13/2024	18370	GRAHAM COMPANY	\$485.00	QRTLY EMERGENCY LIGHTING SYSTEM INSPECTION
05/13/2024	18371	HARBOR DISTRIBUTING,LLC	\$990.00	BEVERAGE ORDER -ALCOHOL INVENTORY
05/13/2024	18372	HOME DEPOT	\$1,043.29	PROPERTY MAINT. EXP.
05/13/2024	18373	VOID CHECK	\$0.00	DATA ENTRY ERROR
05/13/2024	18374	INDUSTRY SECURITY SERVICES, INC.	\$515.84	EVENT SECURITY SERVICES
05/13/2024	18375	JANUS PEST MANAGEMENT, INC.	\$380.00	PEST CONTROL
05/13/2024	18376	OFFICE DEPOT	\$169.69	OFFICE SUPPLIES EXPENSE
05/13/2024	18377	OS4 LABOR	\$4,188.97	CONTRACT LABOR PR W/E 0423&042924
05/13/2024	18378	REPUBLIC NATIONAL DISTRIBUTING COMPANY	\$2,588.56	BEVERAGE ORDER -ALCOHOL INVENTORY
05/13/2024	18379	ROGERS,CLEM & CO.	\$2,200.00	MONTHLY ACCT'G& CONSULTING FEE (SKIP INV MARCH)
05/13/2024	18380	SATSUMA LANDSCAPE	\$12,936.30	MONTHLY LANDSCAPE MAINT MARCH/APRIL
05/13/2024	18381	SO CAL GAS	\$14.30	MONTHLY UTILITY
05/13/2024	18382	SOUTHERN GLAZER'S OF CA SOUTH	\$2,438.14	BEVERAGE ORDER -ALCOHOL INVENTORY
05/13/2024	18383	STAPLES	\$185.92	OFFICE SUPPLIES EXPENSE
05/13/2024	18384	SUPREMA CO.	\$2,100.00	BAR SUPPLIES/MIXERS -ALCOHOL INVENTORY
05/13/2024	18385	SYSCO	\$4,178.81	BEVERAGE ORDER -ALCOHOL INVENTORY
05/13/2024	18386	TBS CLEANING SERVICE	\$2,685.00	MONTHLY FAC & EVENTS CLEANING
05/13/2024	18387	THE FLAG SHOP	\$1,000.98	REPLACE WORN AMERICAN FLAGS
05/13/2024	18388	THE FLY GUY	\$446.58	PEST CONTROL/FLY ABATEMENT SYSTEM (BARN)
05/13/2024	18389	VALLEY VISTA SERVICES	\$6,756.34	ROLL OFF, ORGANICS & DUMP FEES
05/13/2024	18390	XEROX FINANCIAL SERVICES	\$794.83	XEROX LEASE PMT
05/13/2024	18391	CNC EQUESTRIAN MANAGEMENT	\$15,000.00	MONTHLY MANAGEMENT FEE
05/13/2024	18392	SOUTHERN GLAZER'S OF CA SOUTH	\$4,093.14	BEVERAGE ORDER -ALCOHOL INVENTORY
05/13/2024	18393	ALL VALLEY HONEY & BEE	\$175.00	BEE HIVE ERADICATION
05/14/2024	18394	PAV-051124 NANCY PARRA	\$700.00	SECURITY DEPOSIT REFUND
05/14/2024	18395	AR-050824 VERONICA MERCADO	\$400.00	SECURITY DEPOSIT REFUND
05/14/2024	18396	AT&T	\$592.45	MONTHLY WIRELESS PHONE CHGS.
05/14/2024	18397	HARBOR DISTRIBUTING,LLC	\$5,977.50	BEVERAGE ORDER -ALCOHOL INVENTORY
05/14/2024	18398	INDUSTRY SECURITY SERVICES, INC.	\$833.28	EVENT SECURITY SERVICES
05/14/2024	18399	JANUS PEST MANAGEMENT, INC.	\$1,314.00	PEST CONTROL

CRIA CHECK REGISTER

2024
MAY

Industry Hills Expo Center - Check Register

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
05/14/2024	18400	OFFICE DEPOT	\$28.80	OFFICE SUPPLIES EXPENSE
05/14/2024	18401	OS4 LABOR	\$10,920.35	CONTRACT LABOR PR W/E 050524
05/14/2024	18402	ROGERS,CLEM & CO.	\$2,200.00	MONTHLY ACCT'G & CONSULTING FEE
05/14/2024	18403	SOCAL INDUSTRIES	\$574.88	PORTABLE RR FOR ARENA MA-050224
05/14/2024	18404	SOUTHERN GLAZER'S OF CA SOUTH	\$4,689.24	BEVERAGE ORDER -ALCOHOL INVENTORY
05/14/2024	18405	VALLEY VISTA SERVICES	\$1,259.37	ROLL OFF, DUMP FEES & COMM ORGANICS PROG.
05/14/2024	18406	DRC Software LLC	\$9,414.96	VIDEO CAMERA FOR AVALON A/V SYSTEM
05/14/2024	18407	PYROCOMM	\$225.00	MONTHLY MONITORING EXPENSE-FIRE
05/14/2024	18408	REPUBLIC NATIONAL DISTRIBUTING COMPANY	\$1,017.57	BEVERAGE ORDER -ALCOHOL INVENTORY
05/14/2024	18409	VOID CHECK	\$0.00	DATA ENTRY ERROR
05/15/2024	18410	PCR CASH	\$1,017.57	REPLENISH PETTY CASH-MARCH/APRIL RECEIPTS
05/21/2024	18411	PAV-051824 FREDDY MOZA	\$700.00	SECURITY DEPOSIT REFUND
05/21/2024	18412	AR-051824 KEVIN ETHRIDGE	\$400.00	SECURITY DEPOSIT REFUND
05/21/2024	18413	PAV-051624 WALNUT VALLEY USD	\$700.00	SECURITY DEPOSIT REFUND
05/21/2024	18414	AR-051724 JANETTE AGUIRRE	\$400.00	SECURITY DEPOSIT REFUND
05/24/2024	18415	BUSINESS CONSUMER ALLIANCE	\$395.00	ANNUAL MEMBERSHIP DUES
05/24/2024	18416	California Dept. of Tax and Fee Admin.	\$369.12	SALES TAX PAYMENT
05/24/2024	18417	CNC EQUESTRIAN MANAGEMENT	\$10,173.44	REIMBURSE FOR AMEX PURCHASES
05/24/2024	18418	DRC Software LLC	\$772.00	USB MICROPHONE ADAPTER-AVALON ROOM
05/24/2024	18419	FED EX	\$67.33	POSTAGE EXPENSE
05/24/2024	18420	FRONTIER COMMUNICATIONS	\$728.06	MONTHLY PHONE CHARGES-OFFICE LINES
05/24/2024	18421	HARBOR DISTRIBUTING,LLC	\$1,102.00	BEVERAGE ORDER -ALCOHOL INVENTORY
05/24/2024	18422	INDUSTRY SECURITY SERVICES, INC.	\$15,271.20	EVENT SECURITY SERVICES
05/24/2024	18423	JANUS PEST MANAGEMENT, INC.	\$749.00	PEST CONTROL
05/24/2024	18424	LOS ANGELES COUNTY-DEPT OF PUBLIC HEALTH	\$1,206.00	ANNUAL PERMITS-BANQUETS
05/24/2024	18425	OFFICE DEPOT	\$143.91	OFFICE SUPPLIES EXPENSE
05/24/2024	18426	OS4 LABOR	\$1,541.68	CONTRACT LABOR PR W/E 051224
05/24/2024	18427	SATSUMA LANDSCAPE	\$9,767.53	MONTHLY LANDSAPE MAINT. APRIL/MAY
05/24/2024	18428	SOUTHERN CALIFORNIA EDISON	\$15,874.50	MONTHLY UTILITY EXPENSE
05/24/2024	18429	SOUTHERN GLAZER'S OF CA SOUTH	\$9,601.70	BEVERAGE ORDER -ALCOHOL INVENTORY
05/24/2024	18430	SPARKLETTS	\$951.24	BEVERAGE ORDER -ALCOHOL INVENTORY
05/24/2024	18431	SUNBELT RENTALS	\$1,403.23	LIGHT TOWERS FOR MA-050224
05/24/2024	18432	SUPREMA CO.	\$585.00	BAR SUPPLIES/MIXERS -ALCOHOL INVENTORY
05/24/2024	18433	TBS CLEANING SERVICE	\$10,362.00	ARENA CLEANING EXP. MA-050224 FERIA DEL CABALLOS
05/24/2024	18434	LOS ANGELES COUNTY-DEPT OF PUBLIC HEALTH	\$319.00	ANNUAL PERMIT PATIO CAFÉ
05/24/2024	18435	California Dept. of Tax and Fee Admin.	\$2,285.00	SALES TAX PAYMENT
05/24/2024	18436	LOS ANGELES COUNTY-DEPT OF PUBLIC HEALTH	\$319.00	ANNUAL PERMIT-COWBOY CAFE
05/29/2024	18437	PAV- ISELA ESPINOZA2023	\$1,500.00	SECURITY DEPOSIT REFUND

CRIA CHECK REGISTER

2024
MAY

Industry Hills Expo Center - Check Register

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
05/29/2024	18438	PAV-052624 DAISY PEREZ	\$700.00	SECURITY DEPOSIT REFUND
05/29/2024	18439	AR-052624 ANDREW GONZALEZ	\$400.00	SECURITY DEPOSIT REFUND
05/29/2024	18440	AR-052524 SAMANTHA SIMON	\$400.00	SECURITY DEPOSIT REFUND
05/29/2024	18441	PAV-051924 DORIS LARA	\$700.00	SECURITY DEPOSIT REFUND
05/30/2024	18442	CINTAS	\$1,528.28	MATS, MOPS AND UNIFORMS
05/30/2024	18443	HOME DEPOT	\$638.13	PROPERTY MAINT. EXP.
05/30/2024	18444	INDUSTRY SECURITY SERVICES, INC.	\$4,245.76	EVENT SECURITY SERVICES
05/30/2024	18445	OFFICE DEPOT	\$43.99	OFFICE SUPPLIES EXPENSE
05/30/2024	18446	SOUTHERN GLAZER'S OF CA SOUTH	\$653.00	BEVERAGE ORDER -ALCOHOL INVENTORY
05/30/2024	18447	TBS CLEANING SERVICE	\$2,673.00	ARENA CLEANING EXP. MA-051824 TKD
05/30/2024	18448	INDUSTRY SECURITY SERVICES, INC.	\$5,116.08	EVENT SECURITY SERVICES
05/30/2024	18449	OS4 LABOR	\$2,627.87	CONTRACT LABOR PR W/E 051924
TOTAL			252,681.35	

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.3



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY MEMORANDUM

TO: Honorable Chair and Members of the Board
FROM: Joshua Nelson, Executive Director
STAFF: Yamini Pathak
DATE: 07/10/2024
SUBJECT: Consideration of Resolution No. CRIA 2024-03, a Resolution of the Civic-Recreational-Industrial Authority, Approving Blanket Purchase Orders ("BPOs") for Vendors Totaling \$10,000.00 and Over for FY 2024-2025

BACKGROUND

A blanket purchase order ("BPO") Vendor List is a list of all vendors with whom CRIA anticipates spending over \$10,000.00 in the fiscal year. On June 12, 2024, CRIA approved and adopted its budget for FY 2024-25 ("FY 25"). The FY 25 BPO Vendor List was developed in line with the FY 25 Adopted Budget.

DISCUSSION

BPOs are a customary financial practice common among public agencies in California, and in summary, are utilized to pay goods and supplies, professional or maintenance services, and/or equipment with vendors with whom CRIA conducts business during the fiscal year. Although most BPOs can be created under the Executive Director's purchasing authority, as an added level of fiscal control and transparency, at the beginning of each fiscal year a list of BPOs for vendors with whom CRIA regularly conducts business, that total \$10,000.00 and over annually, is presented to CRIA Board of Directors for formal approval for the new fiscal year. This streamlines the purchasing process where necessary and assists staff to efficiently obtain goods and supplies, professional or maintenance services, and/or equipment to tend to its day-to-day operations.

BPOs are not intended to bypass or supersede the bidding provisions as outlined in the City of Industry's Municipal Code ("Code") (which applies to CRIA) or intended to bypass the City's standard agreements and terms. Departments must adhere to the requirements of

the City's procurement policy, and must obtain informal bidding, quotes, or go through a formal procurement process as necessary. Finance will strictly enforce the purchasing policy and ensure departments are adhering to the correct purchasing procedures.

As such, outlined below is a summary of the City's Code, as it pertains to the purchasing and bidding procedures set forth in Chapter 3.04, that departments must follow and adhere to when obtaining goods and supplies, professional or maintenance services, and/or equipment.

Any additional purchase orders beyond dollar amounts approved in the BPO will be submitted to the Executive Director or CRIA Board, following procedures set forth in the City Code and Purchasing Policy.

Supplies & Equipment (Section 3.04.050) - For supplies and equipment, purchases of \$100,000.00 and under may be made at the discretion of the Executive Director.

Upon the approval of the CRIA Board of Directors, BPOs will be created for all vendors CRIA regularly conducts business with for supplies and equipment for FY 25.

Pursuant to Section 3.04.040, purchases of supplies and equipment over \$100,000.00 require a formal bidding process and formal approval by the CRIA Board of Directors. Should items over \$100,000.00 be taken to the CRIA Board of Directors during the current fiscal year, BPOs will be created for these items as the Board approves them.

Services (Section 3.04.055) - Procurement of professional services of an estimated value of fifty thousand dollars or less may be made by the Executive Director at his or her discretion on the open market without specific solicitation or competitive bidding requirements. Professional services greater than fifty thousand dollars require prior approval by the Board.

CRIA is proposing BPOs for services that include on-going periodic facilities maintenance or newspaper bid advertising services for vendors CRIA regularly conducts business with. These services exclude public works projects. CRIA is requesting BPOs to streamline the purchase order and invoice processing flow for repetitive, required services for day-to-day operations.

BPO Vendor List for FY 25

The BPO Vendor List for FY 25, attached as Exhibit A, includes all vendors with whom CRIA regularly conducts business. The BPO amounts are estimated amounts based on historical spending levels; all BPO amounts are in line with the FY 25 Adopted Budget.

BPOs can also be utilized for vendors that total less than \$10,000.00 annually, and with whom CRIA conducts business on a recurring basis throughout the fiscal year.

FISCAL IMPACT

The BPOs for all vendors listed in Exhibit A total \$260,000.00. This has been accounted for and included in the FY 25 Adopted Budget.

RECOMMENDATION

Staff recommends the CRIA Board adopt Resolution No. CRIA 2024-03, approving the BPO Vendor List for vendors totaling \$10,000.00 and over for FY 25.

Attachments

Resolution
Exhibit A

RESOLUTION NO. CRIA 2024-03

RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY APPROVING BLANKET PURCHASE ORDERS FOR VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2024-2025

WHEREAS, in FY 2016-17 (“FY 17”), the Financial Services Department (“Finance”) implemented several new internal controls and financial procedures Citywide, in which blanket purchase orders (“BPOs”) were identified as a critical fiscal control that allows the Civic-Recreational-Industrial Authority (“CRIA”) to procure goods and supplies, professional or maintenance services, and/or equipment in a timely manner to efficiently administer the day-to-day operations of CRIA; and

WHEREAS, BPOs are a customary financial practice among public agencies in California; and in summary, are utilized to pay for goods and services with vendors that CRIA regularly conducts business with during the fiscal year; and

WHEREAS, annually, after CRIA’s operating budget is adopted, Finance presents the CRIA Board of Directors for its consideration a BPO Vendor List for all vendors with whom CRIA anticipates spending over \$10,000.00 in the upcoming fiscal year; and

WHEREAS, on June 12, 2024, CRIA approved and adopted its budget for FY 2024-25 (“FY 25”); and

WHEREAS, the FY 25 BPO Vendor List was developed in accordance with Chapter 3.04 of the City of Industry’s Municipal Code (which applies to CRIA) as it pertains to purchasing and bidding procedures; and

WHEREAS, the FY 25 BPO Vendor List was also developed in accordance with the FY 25 Adopted Budget.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE CIVIC RECREATIONAL-INDUSTRIAL AUTHORITY DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The the list of BPOs, attached hereto as Exhibit A, and incorporated herein by reference, for all vendors that total \$10,000.00 and over for FY 25, is hereby approved.

Section 3. The Executive Director, and/or his designee, is authorized to prepare and execute all BPOs identified and listed on said Exhibit A.

Section 4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

Section 5. The Board Secretary shall certify to the passage and adoption of this resolution and the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Civic-Recreational-Industrial Authority at a regular meeting held on July 10, 2024, by the following vote:

AYES: BOARD MEMBERS:

NOES: BOARD MEMBERS:

ABSTAIN: BOARD MEMBERS:

ABSENT: BOARD MEMBERS:

Eric Benavidez, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary

Civic-Recreational-Industrial Authority
Blanket Purchase Order Vendor List for FY 2024-25 ("FY 25")
Exhibit A
Vendors Totalling \$10,000 and Over

SERVICES

Item #	Vendor Name	FY 24 Proposed Amount	Primary Purpose
1	Al's Mechanical Inc	15,000	Mechanical maintenance services
2	Blake Air Conditioning Company	15,000	Air conditioning maintenance services
3	Country Estate Fence Inc	15,000	Fence maintenance services
4	Espy's Electrical Services Inc	15,000	Electric maintenance services
5	Garcia's Fence Corp	10,000	Fence maintenance services
6	Irri-Care Plumbing and Backflow Testing	10,000	Backflow maintenance services
7	ISN Global	15,000	Professional IT support for audio-video devices
8	Kline's Plumbing Inc.	15,000	Plumbing maintenance services
9	Mortise & Tenon Building Corp	15,000	Handyman maintenance services
10	San Gabriel Valley Newspaper Group	10,000	Advertisement, notices for invitation of bids, public hearings, etc.
11	Southern Tire Mart	10,000	Vehicle maintenance services
12	The Big Norwegian	15,000	Vehicle maintenance services
13	Vortex Industries Inc	15,000	Gate maintenance services

\$ 175,000.00

SUPPLIES

Item #	Vendor Name	FY 24 Proposed Amount	Primary Purpose
14	B2 Print	10,000	Office supplies - letterhead, envelopes, & business cards
15	BAVCO	15,000	Backflow maintenance services
16	Consolidated Electrical Distributors	10,000	Lighting materials and supplies
17	Home Depot	10,000	Property maintenance supplies
18	Lowe's	10,000	Property maintenance supplies
19	Merritt's Ace Hardware	10,000	Property maintenance supplies
20	MX Graphics	10,000	Supplies-printing/signs

\$ 75,000.00

SERVICES & SUPPLIES

Item #	Vendor Name	FY 24 Proposed Amount	Primary Purpose
21	Locks Plus	10,000	Supplies-key, locks and materials and repair services

\$ 10,000.00

TOTAL CRIA	\$	260,000.00
-------------------	-----------	-------------------

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.4



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY MEMORANDUM

TO: Honorable Chair and Members of the Board
FROM: Joshua Nelson, Executive Director
STAFF: Mathew Hudson, Engineering Manager; Dev Birla, Senior Energy Adviser, CNC Engineering
DATE: 07/10/2024
SUBJECT: Consideration of Amendment No. 3 to the Maintenance Services Agreement with A.D. Wilson, Inc., for the maintenance of underground utility substructures at the Industry Hills Expo Center, extending the term through June 30, 2025, and revising the rate schedule (MP 01-34 #1)

BACKGROUND

The Industry Hills Expo Center property has various pull boxes, vaults, and unused conduits located underground that require occasional inspection and maintenance to keep them in a safe condition and for potential use in future improvement projects. On May 12, 2021, the CRIA Board approved a Maintenance Services Agreement ("Agreement") with A.D. Wilson, Inc. ("A.D. Wilson") for the maintenance of underground utility substructures at the Industry Hills Expo Center, in an amount not-to-exceed \$60,000.00, through May 12, 2022.

On June 28, 2022, the CRIA Board approved Amendment No. 1 to the Agreement, revising the scope of services, extending term through June 30, 2023, increasing compensation by \$120,000.00 and revising the rate schedule. On July 12, 2023, the CRIA Board approved Amendment No. 2, revising the scope of services, extending the term through June 30, 2024, and revising the rate schedule.

DISCUSSION

To properly maintain and safely operate underground utility infrastructure such as pull boxes, vaults, and unused conduits, excavating to uncover buried vaults, and cleaning accumulated debris from the vaults and conduits is an ongoing process for the Industry Hills Expo Center. This maintenance of the underground utility infrastructure is essential to the ongoing operations and safety of the Industry Hill Expo Center. The Agreement expired on June 30, 2024, and sufficient budget remains on the contract. Staff recommends extending the term through June 30, 2025, for continued inspection and maintenance, and revising the rate schedule to reflect A.D. Wilson's current rates.

FISCAL IMPACT

This item has no additional fiscal impact. In the adopted Fiscal Year 2024-2025 General Fund Budget, \$235,000.00 is approved for this work (Account No. 360-800-5120.01) (MP 01-34).

RECOMMENDATION

It is recommended that the CRIA Board approve Amendment No. 3 to the Maintenance Services Agreement with A.D. Wilson.

Attachments

A. Amendment No. 3 to the Maintenance Services Agreement with A.D. Wilson, Inc. dated July 10, 2024

**AMENDMENT NO. 3
TO MAINTENANCE SERVICES AGREEMENT WITH
A.D. WILSON, INC.**

This Amendment No. 3 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 10th day of July 2024 (“Effective Date”), between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and A.D. Wilson, Inc, a California corporation (“Contractor”). CRIA and Contractor are hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, on or about May 12, 2021, the Agreement was entered into and executed between CRIA and Contractor to provide maintenance of equipment related to underground utilities services; and

WHEREAS, on or about June 28, 2022, CRIA approved Amendment No. 1 to the Agreement, extending term through June 30, 2023, revising the scope of services, revising the rate schedule, and increasing compensation by \$120,000.00; and

WHEREAS, on or about July 12, 2023, CRIA approved Amendment No. 2 to the Agreement, revising the scope of services, extending term through June 30, 2024, and revising the rate schedule; and

WHEREAS, the Agreement expired on June 30, 2024, and Amendment No. 3 is necessary to extend the Agreement through June 30, 2025, to allow for the continued utility substructure inspections and maintenance, and to revise the rate schedule to reflect Consultant’s current rates; and

WHEREAS, for the reasons set forth herein, CRIA and Contractor desire to enter into this Amendment No. 3, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

1. TERM

Section 1, Term, is hereby revised to read in its entirety as follows:

This Agreement shall commence on July 1, 2024, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

Exhibit B, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety and replaced with rates set forth in Attachment 1, attached hereto, and incorporated herein by reference.

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

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 to the Agreement as of the Effective Date.

“CRIA”
Civic Recreational Industrial Authority

“CONTRACTOR”
A.D. Wilson, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Richard Wilson, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1

EXHIBIT B- Rate Schedule

Equipment & Labor Rental Rates*(Large Equipment Price Includes Operator)

◆ *Vermeer Trencher T-655	\$ 490.00 - Hr.
◆ *Vermeer Trencher V5750	\$ 230.00 - Hr.
◆ *Hitachi 160 Excavator	\$ 275.00 - Hr.
◆ *John Deere Excavator 300 GLC	\$ 350.00 - Hr.
◆ *John Deere Loader 624	\$ 275.00 - Hr.
◆ *John Deere Loader 544	\$ 250.00 - Hr.
◆ *John Deere Backhoe 410	\$ 225.00 - Hr.
◆ *Backhoe w/Wheel	\$ 230.00 - Hr.
◆ *Broderson Hydrohammer	\$ 215.00 - Hr.
◆ *Vermeer 3" Mole	\$ 94.00 - Hr.
◆ *2000 Gallon Water Truck	\$ 180.00 - Hr.
◆ *Kenworth Lowbed	\$ 195.00 - Hr.
◆ *Flatbed 2 - Ton Dump	\$ 130.00 - Hr.
◆ Truck 1 - Ton	\$ 38.00 - Hr.
◆ Pickup ¾ Ton	\$ 35.00 - Hr.
◆ 185 CFM Air Compressor	\$ 45.00 - Hr.
◆ Arrow Board	\$ 165.00 - Day
◆ Trench Plate	\$ 28.50 - Day
◆ Jack Hammer 90 Lb.	\$ 19.00 - Hr.
◆ Toyo Chipping Gun	\$ 17.00 - Hr.
◆ 39" Drum AC Roller	\$ 61.00 - Hr.
◆ Makita Vibratory Plate	\$ 17.00 - Hr.
◆ Submersible Pump	\$ 11.00 - Hr.
◆ Generator	\$ 25.00 - Hr.
◆ Whacker	\$ 35.00 - Hr.
◆ Welder	\$ 55.00 - Hr.
◆ Powder Puff	\$ 19.00 - Hr.
◆ Foreman With Truck	\$ 165.00 - Hr.
◆ Operator	\$ 130.00 - Hr.
◆ Teamster	\$ 110.00 - Hr.
◆ Laborer	\$ 105.00 - Hr.
Blower w/hose	\$ 33.00 - Day
Cages	\$ 27.50 - Day
Gas Detector	\$ 55.00 - Day
Compaction Wheel	\$ 50.00 - Hr
Broom	\$ 150.00 - Hr.

EXHIBIT A TO AMENDMENT NO. 3
PROFESSIONAL SERVICES AGREEMENT WITH A.D. WILSON INC. DATED MAY
12, 2021

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of May 12, 2021 ("Effective Date"), between the CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY, a public body ("CRIA") and A.D. Wilson, Inc., a California corporation ("Contractor"). CRIA and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, CRIA 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, CRIA 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 May 12, 2022, 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 CRIA. The Services shall be performed by Contractor, unless prior written approval is first obtained from CRIA. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) CRIA 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 CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing maintenance of equipment related to underground utilities, 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) CRIA has not consented in writing to Contractor's performance of such work. No officer or employee of CRIA 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 CRIA. If Contractor was an employee, agent, appointee, or official of CRIA 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 CRIA 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

CRIA Executive Director shall represent CRIA 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) CRIA agrees to pay the Contractor for time & materials. Amount not to exceed Sixty Thousand Dollars (\$60,000.00) 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 CRIA. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by CRIA and Contractor at the time CRIA'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 CRIA 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. CRIA 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, CRIA, 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. This 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) CRIA 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 CRIA 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, CRIA 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 CRIA. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to CRIA 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 CRIA 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 CRIA or its designees at reasonable times to review such books and records; shall give CRIA the right to examine and audit said books and records; shall permit CRIA 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 CRIA and may be used, reused, or otherwise disposed of by CRIA without the permission of the Contractor. With respect to computer files, Contractor shall make available to CRIA, at the Contractor's office, and upon reasonable written request by CRIA, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to CRIA 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 CRIA.

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 CRIA 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 for other than 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 CRIA, 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 CRIA, 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 CRIA, Contractor shall have an immediate duty to defend CRIA at Contractor's cost or at CRIA's option, to reimburse CRIA for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by CRIA is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and CRIA, as to whether liability arises from the sole negligence of CRIA or its officers, employees, or agents, Contractor will be obligated to pay for CRIA's defense until such time as a final judgment has been entered adjudicating CRIA 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 B attached hereto and incorporated herein by reference.

10. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to CRIA 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 CRIA 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 CRIA. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against CRIA, or bind CRIA 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, CRIA shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for CRIA. CRIA shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

(c) Contractor shall indemnify, defend and hold harmless, CRIA, 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, 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, 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 the CRIA 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. CRIA, 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 CRIA 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 CRIA 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 CRIA 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 CRIA, 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 CRIA's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from CRIA, 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 CRIA, unless otherwise required by law or court order.

(b) Contractor shall promptly notify CRIA 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 CRIA, unless Contractor is prohibited by law from informing CRIA of such Discovery, court order or subpoena. CRIA 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 CRIA is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with CRIA and to provide the opportunity to review any response to discovery requests provided by Contractor. However, CRIA's right to review any such response does not imply or mean the right by CRIA 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 CRIA: CRIA
15625 E. Stafford, Suite 100
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: A.D. Wilson, Inc.
4078 Crestview Drive
Norco, CA 92860
Attention: Richard Wilson

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 CRIA.

Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide CRIA 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 CRIA 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 CRIA for such insurance.

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to CRIA 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 CRIA 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

CRIA 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 CRIA 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 CRIA 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.

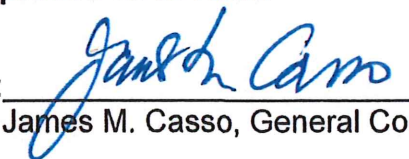
“CRIA”
Civic-Recreational-Industrial Authority

“CONTRACTOR”
A.D. Wilson, Inc.

By: 
Troy Helling, Executive Director

By: 
Richard Wilson, 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

Contractor shall provide the following services at the Industry Hills Expo Center property:

- Contractor shall locate underground pull-boxes and vaults based on as-builts drawings available and direction from CRIA representatives, including uncovering any buried boxes, throughout the property.
- Contractor shall clean out any dirt, mud, water, debris, etc. from the pull-boxes and locate any unused conduits.
- Blow out and/or clean out, mandrel, and install pull rope in CRIA specified conduits after pull boxes are located and cleaned.

EXHIBIT B

RATE SCHEDULE

Classification	Rate
Foreman	\$130.00/HR
Laborer	\$85.00/HR
1 Ton Truck with Air Compressor	\$83.00/HR
1/4-inch by 4000-foot Pull Rope	\$113.00/Roll

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of CRIA, 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 CRIA.

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 CRIA, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CRIA, its officers, agents, employees and volunteers.

Proof of insurance. Contractor shall provide certificates of insurance to CRIA 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 CRIA's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CRIA at all times during the term of this contract. CRIA 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 CRIA 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 CRIA before CRIA's own insurance or self-insurance shall be called upon to protect it as a named insured.

CRIA'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, CRIA has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CRIA will be promptly reimbursed by Contractor, or CRIA will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, CRIA 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 CRIA's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CRIA, 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 CRIA, 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 CRIA to inform Contractor of non-compliance with any requirement imposes no additional obligations on CRIA 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, CRIA 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 CRIA.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to CRIA 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 CRIA 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 CRIA 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 CRIA for review.

CRIA's right to revise specifications. CRIA 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, CRIA and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by CRIA. CRIA 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 CRIA.

Timely notice of claims. Contractor shall give CRIA 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.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 7.1



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

STAFF: Yamini Pathak, Director of Finance
Dean Yamagata, Financial Consultant – Frazer, LLP

DATE: July 10, 2024

SUBJECT: Civic-Recreational-Industrial Authority May 31, 2024 Financial Report

Executive Summary:

Management is continuing to book and hold events depending upon availability of the venue. Prime dates are always in demand. The Speedway season began in June and event bookings are increasing as the summer season has arrived.

Expo Center:

For the month ended May 31, 2024, the Expo Center generated revenues of \$296,895 and expenses of \$282,879 resulting in operating income of \$14,016.

Year to date revenues amounted to \$1,685,367, which represents approximately 107% of the budgeted revenues of \$1,571,800 for the year ended June 30, 2024.

Year to date operating expenses through May 31, 2024 amounted to \$2,265,774, which represents approximately 92% of the budgeted expenses of \$2,467,400 for the year ended June 30, 2024.

The expenses are in line with the budgeted amounts for the year ended June 30, 2024.

Year to date transfers from the Capital Project fund amounted to \$575,000 through May 31, 2024.

Capital Projects Fund:

This fund is accounting for the general operating activities of CRIA. Total budgeted expenditures for the year ended June 30, 2024 amount to \$2,189,000. The Fund has incurred \$1,620,204 of year to date expenditures through May 31, 2024 which represents approximately 74% of budgeted expenditures. Year to date transfers from the City of Industry amounted to \$2,271,812 of which \$575,000 was transferred to the Expo Center resulting in net transfers of \$1,696,812 retained in the fund.

Capital Improvement Fund:

This fund is accounting for the capital improvement projects that are budgeted for the year ending June 30, 2024. The budget is \$2,185,000. For the month ended May 31, 2024, expenditures for capital improvements amounted to \$85,932 with year to date expenditures of \$787,540. This amount represents approximately 36% of total budgeted expenditures for the year ended June 30, 2024.

Description of Reports:

The monthly financial statements, as shown in Exhibit A, are a comprehensive document reflecting the financial position and the result of operations of the Authority at May 31, 2024.

Fiscal Impact:

There is no fiscal impact as result of this action.

Recommendation:

Receive and file.

EXHIBIT A

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL REPORT

May 31, 2024

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

May 31, 2024

TABLE OF CONTENTS

	<u>Pages</u>
Executive Summary	1 – 4
Balance Sheet as of May 31, 2024	5
Statement of Operations for the month and year to date ended May 31, 2024	6
Industry Hills Expo Center – Statement of Cash Flows for the year to date ended May 31, 2024	7
Industry Hills Expo Center – Schedule of Revenues and Expenses for the month and year to date ended May 31, 2024– Schedule 1	8
Capital Projects Fund – Schedule of Revenues and Expenditures for the month and year to date ended May 31, 2024 – Schedule 2	9
Capital Improvements Fund – Schedule of Expenditures for the month and year to date ended May 31, 2024 – Schedule 3	10

Note: The presentation of these financial statements do not conform with Governmental Accounting Standards Board statement number 34 – Basic Financial Statements – and Management Discussion and Analysis – for State and Local Governments and do not include all the disclosures required by this pronouncement.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
May 31, 2024

Expo Center Operations

During the month ended May 31, 2024 total revenues for the Facilities and Grand Arena revenues amounted to \$296,895. There were nine events held in the Pavilion and nine events in the Avalon Room, generating \$74,078 in Facilities revenues. Four events were held in the Grand Arena, generating \$222,817 in Grand Arena revenues.

At May 31, 2024, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 5/31/2024	Year To Date 5/31/2024	Revised Budget 2023-2024	% of Revised Budget	Month Ended 05/31/2023	Year To Date 05/31/2023
Total revenues	\$ 296,895	\$ 1,685,367	\$ 1,571,800	107%	\$ 265,789	\$ 1,376,568
Expenses:						
Direct Expo Center expenses	166,679	1,062,924	1,004,100	106%	117,859	858,162
General and administrative expenses	116,200	1,202,850	1,463,300	82%	104,367	1,197,932
Total direct Expo Center expenses	282,879	2,265,774	2,467,400	92%	222,226	2,056,094
Net loss from operations	14,016	(580,407)	(895,600)	65%	43,563	(679,526)
Net loss	\$ 14,016	\$ (580,407)	\$ (895,600)	65%	\$ 43,563	\$ (679,526)

Summarized financial information by department for the month ending May 31, 2024:

<u>Expo Center Operations</u>	Month Ended 5/31/2024	Month Ended 5/31/2024	Month Ended 5/31/2024	Month Ended 5/31/2024	Month Ended 5/31/2024
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 74,078	\$ 222,817	\$ -	\$ 296,895
Expenses:					
Direct Expo Center expenses	-	57,926	107,753	-	165,679
General and administrative expenses	-	-	-	117,200	117,200
Total direct Expo Center expenses	-	57,926	107,753	117,200	282,879
Net (loss) income from operations	-	16,152	115,064	(117,200)	14,016
Net (loss) income for the month ended	\$ -	\$ 16,152	\$ 115,064	\$ (117,200)	\$ 14,016

<u>Expo Center Operations</u>	Month Ended 5/31/2023	Month Ended 5/31/2023	Month Ended 5/31/2023	Month Ended 5/31/2023	Month Ended 5/31/2023
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 20,819	\$ 244,447	\$ 523	\$ 265,789
Expenses:					
Direct Expo Center expenses	-	34,964	82,895	-	117,859
General and administrative expenses	-	-	-	104,367	104,367
Total direct Expo Center expenses	-	34,964	82,895	104,367	222,226
Net (loss) income from operations	-	(14,145)	161,552	(103,844)	43,563
Net (loss) income for the month ended	\$ -	\$ (14,145)	\$ 161,552	\$ (103,844)	\$ 43,563

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
May 31, 2024

Summarized financial information by department for the year ending May 31, 2024:

<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	5/31/2024	5/31/2024	5/31/2024	5/31/2024	5/31/2024
	<u>Speedway</u>	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ -	\$ 490,410	\$ 1,194,251	\$ 706	\$ 1,685,367
Expenses:					
Direct Expo Center expenses	-	446,545	615,379	-	1,061,924
General and administrative expenses	-	-	-	1,203,850	1,203,850
Total direct Expo Center expenses	-	446,545	615,379	1,203,850	2,265,774
Net (loss) income from operations	-	43,865	578,872	(1,203,144)	(580,407)
Net (loss) income year to date	\$ -	\$ 43,865	\$ 578,872	\$ (1,203,144)	\$ (580,407)

<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	5/31/2023	5/31/2023	5/31/2023	5/31/2023	5/31/2023
	<u>Speedway</u>	<u>Facilities</u>	<u>Grand Arena</u>	<u>General and Admin.</u>	<u>Totals</u>
Total revenues	\$ 65,380	\$ 360,420	\$ 949,444	\$ 1,324	\$ 1,376,568
Expenses:					
Direct Expo Center expenses	18,448	372,662	467,052	-	858,162
General and administrative expenses	-	-	-	1,197,932	1,197,932
Total direct Expo Center expenses	18,448	372,662	467,052	1,197,932	2,056,094
Net (loss) income from operations	46,932	(12,242)	482,392	(1,196,608)	(679,526)
Net (loss) income year to date	\$ 46,932	\$ (12,242)	\$ 482,392	\$ (1,196,608)	\$ (679,526)

CRIA Capital Assets

In accordance with GASB 34, the Civic-Recreational-Industrial-Authority (referred to as "CRIA") is required to capitalize and depreciate their capital assets. The capital assets net of accumulated depreciation at May 31, 2024 amounted to \$15,587,875 with \$3,193,298 representing construction in progress. This amount represents the cost of capital assets purchased or constructed over the years at the Industry Hills Expo Center and surrounding areas. No depreciation expense has been recorded in the statement of operations for the period ended May 31, 2024. It is the accounting policy of CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2024 annual audit.

Capital Projects

The capital projects fund reflects expenditures for general and administrative costs and operational costs. General and administrative costs include board and staff salaries, professional services, and miscellaneous items. Operational costs include planning costs, survey costs, design costs, construction costs, small equipment, and supplies.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
May 31, 2024

At May 31, 2024, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>5/31/2024</u>	<u>Year To Date</u> <u>5/31/2024</u>	<u>Revised Budget</u> <u>2023-2024</u>	<u>% of</u> <u>Revised Budget</u>
Total revenues	\$ -	\$ 3,252	\$ 3,000	108%
Expenditures:				
General and administrative expenses	107,815	1,620,204	2,189,000	74%
Total expenses	107,815	1,620,204	2,189,000	74%
Excess of expenditures over revenues	\$ (107,815)	\$ (1,616,952)	\$ (2,186,000)	74%

Capital Improvements Fund

The capital improvements fund is to account for expenditures incurred for capital improvement projects that have been budgeted for the year. Costs include planning costs, survey costs, design costs, construction costs, small equipment, and supplies. Below is a summary of the proposed Capital Improvement Program that was revised in April 2024.

Capital Improvement Program
FY 2023 - 2024

#	Project Name	FY 23-24 Revised Budget
1	Sewer Upgrades at Expo Center	60,000
2	Pavilion Building Upgrades □	40,000
3	Expo Center Avalon Room Improvements □	350,000
4	Expo Center Patio Café Improvements	10,000
5	Expo Center Fire Alarm System	600,000
6	Expo Center Electrical Loading Master Plan	100,000
7	Expo Center A/V upgrades to the Grand Arena □	430,000
8	Expo Center Signage Improvements	15,000
9	Expo Center IT Infrastructure Upgrades	80,000
10	New Banquet Facility	250,000
11	Drainage Improvements around Avalon Building	80,000
12	Expo Center ADA Upgrades	50,000
13	Replace Pull Boxes and Adjust to Grade at Expo Center	60,000
14	Expo Center Barn Improvements	60,000
	Total	\$2,185,000
	TOTALS - CRIA	\$2,185,000

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
 FINANCIAL STATEMENTS
May 31, 2024

At May 31, 2024, our financial statements reflect the following activity:

<u>Capital Improvements Fund</u>	<u>Month Ended</u> <u>5/31/2024</u>	<u>Year To Date</u> <u>5/31/2024</u>	<u>Budget</u> <u>2023-2024</u>	<u>% of</u> <u>Budget</u>
Equestrian Center Capital Improvements:				
Planning, Survey and Design	\$ 67,147	\$ 657,596	\$ 1,205,000	55%
Construction Costs	-	86,089	850,000	10%
Small Equipment & Supplies	<u>18,785</u>	<u>43,855</u>	<u>130,000</u>	34%
Total expenditures	<u>85,932</u>	<u>787,540</u>	<u>2,185,000</u>	36%
Excess of expenditures over revenues	<u>\$ 85,932</u>	<u>\$ 787,540</u>	<u>\$ 2,185,000</u>	36%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF MAY 31, 2024

	<u>Capital Projects</u>	<u>Expo Center</u>	<u>Capital Improvements</u>
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$ 196,522	\$ 234,430	\$ -
Investments	89,202	-	-
Due from other funds	-	-	660
Accounts receivable, net	-	87,386	-
Prepaid insurance	-	10,118	-
Inventories	-	55,032	-
Deposits	-	3,000	-
Total current assets	<u>285,724</u>	<u>389,966</u>	<u>660</u>
CAPITAL ASSETS, net	<u>-</u>	<u>15,587,875</u>	<u>-</u>
Total assets	<u>\$ 285,724</u>	<u>\$ 15,977,841</u>	<u>\$ 660</u>
LIABILITIES AND FUND BALANCE			
CURRENT LIABILITIES:			
Accounts payable	\$ -	\$ 69,354	\$ 47,612
Sales tax payable	-	13,165	-
Due to other funds	-	-	660
Advance rental payments	-	140,663	-
Security deposits	-	48,600	-
Total current liabilities	<u>-</u>	<u>271,782</u>	<u>48,272</u>
FUND BALANCE:			
Fund balance	<u>285,724</u>	<u>15,706,059</u>	<u>(47,612)</u>
Total liabilities and fund balance	<u>\$ 285,724</u>	<u>\$ 15,977,841</u>	<u>\$ 660</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS
FOR THE MONTH AND YEAR TO DATE ENDED MAY 31, 2024

	Capital Projects				Expo Center				Capital Improvements			
	MONTH ENDED 5/31/2024	YEAR TO DATE 5/31/2024	2023-2024 REVISED BUDGET	% OF REVISED BUDGET	MONTH ENDED 5/31/2024	YEAR TO DATE 5/31/2024	2023-2024 REVISED BUDGET	% OF REVISED BUDGET	MONTH ENDED 5/31/2024	YEAR TO DATE 5/31/2024	2023-2024 REVISED BUDGET	% OF REVISED BUDGET
REVENUES:												
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 296,895	\$ 1,685,367	\$ 1,571,800	107%	\$ -	\$ -	\$ -	0%
Other revenues	-	3,252	3,000	108%	-	-	-	0%	-	-	-	0%
Total revenues	-	3,252	3,000	108%	296,895	1,685,367	1,571,800	107%	-	-	-	0%
EXPENDITURES:												
Operating expenses	-	-	-	0%	165,679	1,061,924	1,004,100	106%	85,932	787,540	2,185,000	36%
General and administrative expenses	107,815	1,620,204	2,189,000	74%	117,200	1,203,850	1,463,300	82%	-	-	-	0%
Total expenses	107,815	1,620,204	2,189,000	74%	282,879	2,265,774	2,467,400	92%	85,932	787,540	2,185,000	36%
EXCESS OF EXPENDITURES OVER REVENUES	(107,815)	(1,616,952)	(2,186,000)	74%	14,016	(580,407)	(895,600)	65%	(85,932)	(787,540)	(2,185,000)	36%
OTHER FINANCING SOURCES, NET	12,106	1,696,812	3,132,000	54%	75,000	575,000	444,200	129%	85,932	926,590	2,185,000	42%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES	(95,709)	79,860	946,000	8%	89,016	(5,407)	(451,400)	1%	-	139,050	-	0%
Fund balance, beginning	381,433	205,864			15,617,043	15,711,466			(47,612)	(186,662)		
Fund balance, ending	\$ 285,724	\$ 285,724			\$ 15,706,059	\$ 15,706,059			(47,612)	(47,612)		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILL EXPO CENTER
 STATEMENT OF CASH FLOWS
FOR THE YEAR TO DATE ENDED MAY 31, 2024

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (580,407)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	(62,765)
Prepaid insurance	(1,124)
Inventories	(19,908)
Accounts payable	31,349
Sales tax payable	9,536
Advance rental payments	23,895
Security deposits	2,350
Net cash used in operating activities	<u>(597,074)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>575,000</u>
NET CHANGE IN CASH	(22,074)
Cash at July 1, 2023	<u>256,504</u>
Cash at May 31, 2024	<u>\$ <u>234,430</u></u>

**INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE ENDED MAY 31, 2024**

<u>Expo Center Operations</u>	MONTH ENDED 5/31/2024	YEAR TO DATE 5/31/2024	REVISED BUDGET 2023-2024	% OF REVISED BUDGET	MONTH ENDED 05/31/2023	YEAR TO DATE 05/31/2023
Expo revenues						
Facilities rentals	\$ 36,439	\$ 231,530	\$ 123,900	187%	\$ 9,575	\$ 165,960
Facilities rentals - bar sales	29,500	204,300	103,400	198%	7,401	153,838
Facilities - security	6,666	45,065	29,000	155%	3,105	33,915
Facilities - food	-	-	900	0%	-	1,269
Facilities - insurance	1,400	8,200	7,900	104%	400	5,100
Facilities - other	-	-	-	0%	338	338
Facilities - concessions	73	1,315	-	0%	-	-
Grand Arena - special events rentals	14,000	170,878	194,400	88%	14,000	160,100
Grand Arena - outdoor arena rentals	-	4,000	9,600	42%	-	-
Grand Arena - show barn stall rentals	22,565	63,885	75,100	85%	28,915	76,710
Grand Arena - shaving sales	171	3,963	6,000	66%	-	7,756
Grand Arena - security	20,701	87,758	84,900	103%	22,125	60,718
Grand Arena - trailer parking	-	49,820	43,600	114%	-	16,725
Grand Arena - bar sales	108,771	439,745	453,400	97%	128,211	380,085
Grand Arena - food	-	-	-	0%	180	180
Grand Arena - parking	25,630	232,501	298,900	78%	25,905	156,058
Grand Arena - other	30,979	141,701	140,700	101%	25,111	91,112
Speedway - bar	-	-	-	0%	-	48,272
Speedway - parking	-	-	-	0%	-	15,345
Speedway - other	-	-	-	0%	-	1,763
Total revenues	296,895	1,684,661	1,571,700	107%	265,266	1,375,244
Direct general and administrative revenues						
G&A- Other	-	706	100	706%	523	1,324
Expo expenses						
Cost of sales	42,829	182,007	150,400	121%	22,493	160,136
Bar supplies	1,562	7,201	10,700	67%	-	5,014
Promotional banquet	-	161	-	0%	457	457
Feed	-	367	900	41%	-	71
Contract labor/wages	73,545	588,897	588,700	100%	62,247	516,838
Furniture/fixtures & equipment	10,187	35,419	32,100	110%	818	1,978
Facilities - insurance	-	1,000	2,400	42%	-	1,000
Miscellaneous	1,844	3,434	2,800	123%	1,844	4,978
Promotional	-	17,787	20,400	87%	457	757
Property maintenance	485	5,879	6,700	88%	2,640	3,100
Repairs and maintenance	-	546	1,300	42%	-	2,588
Racer purse payout	19,861	87,083	-	0%	-	-
Sales tax	792	1,856	4,300	43%	-	339
Security - Grand Arena	-	2,800	72,200	4%	18,708	70,917
Security - Facilities	6,825	60,625	36,100	168%	4,038	38,177
Shavings	-	2,916	5,600	52%	(1,911)	6,390
Supplies	5,771	38,440	40,700	94%	3,249	33,361
Equipment rental	1,978	25,506	18,900	135%	2,819	2,453
Bad debt	-	-	9,900	0%	-	9,008
Speedway- outside services/contract labor	-	-	-	0%	-	600
Total Expo expenses	165,679	1,061,924	1,004,100	106%	117,859	858,162
Operating net income before direct G & A and CRIA indirect expenses	131,216	623,443	567,700	110%	147,930	518,406
Direct general and administrative expenses						
Office supplies	2,527	6,420	9,300	69%	1,069	1,206
Travel and meetings	-	232	1,100	21%	-	3,636
Dues, subscriptions, books, etc.	1,442	21,140	32,900	64%	1,502	27,487
Equipment rental/lease	19	10,141	13,500	75%	-	10,988
Furniture/fixtures & equipment	-	7,978	13,400	60%	-	2,525
Advertising/printing	-	-	-	0%	-	1,000
Telephone	1,505	16,181	16,900	96%	2,006	15,130
Postage	146	1,247	1,100	113%	79	1,335
Miscellaneous	1,957	26,187	35,500	74%	2,387	26,259
Professional services	26,096	284,699	320,700	89%	28,282	304,463
Repairs and equipment	89	3,571	9,400	38%	-	4,387
Vehicle expenses	6,754	37,363	43,400	86%	-	23,464
Insurance and bonds	1,125	12,367	14,400	86%	1,125	12,067
Supplies	3,636	36,162	45,000	80%	4,593	37,274
Contract labor/administrative wages	35,781	382,814	429,100	89%	34,775	379,635
Property maintenance	20,234	140,651	156,300	90%	13,942	141,245
Utilities	15,889	216,697	321,300	67%	14,607	205,851
Total direct general and administrative expenses	117,200	1,203,850	1,463,300	82%	104,367	1,197,932
EXCESS OF EXPENDITURES OVER REVENUES	\$ 14,016	\$ (580,407)	\$ (895,600)	65%	\$ 43,563	\$ (679,526)

CAPITAL PROJECTS FUND
 SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE MONTH AND YEAR TO DATE ENDED MAY 31, 2024

REVENUES:	MONTH ENDED 5/31/2024	YEAR TO DATE 5/31/2024	REVISED BUDGET 2023-2024	% OF REVISED BUDGET
Other revenues	\$ -	\$ 3,252	\$ 3,000	108%
GENERAL AND ADMINISTRATIVE EXPENDITURES:				
Salaries - board	3,687	40,555	45,000	90%
Payroll taxes	-	-	4,000	0%
Miscellaneous	-	337	-	0%
Life insurance, state comp, and LTC	-	-	1,000	0%
Medicare/disability	53	588	1,000	59%
PARS - ARS	139	1,521	2,000	76%
Landscaping	-	503,373	950,000	53%
Legal	-	4,158	16,000	26%
Professional services	15,123	129,716	235,000	55%
Accounting	96	1,230	2,000	62%
Planning, survey and design	-	-	1,000	0%
Small equipment and supplies	-	1,320	1,000	132%
Vehicle expenses	-	8,282	8,000	104%
General engineering	10,754	135,418	200,000	68%
Security	48,974	498,302	491,000	101%
Property maintenance	24,745	256,693	212,000	121%
Furniture, equipment & fixtures	-	1,648	-	0%
Insurance and bonds	-	-	-	0%
Office expenses	261	261	-	0%
Utilities	3,983	36,802	20,000	184%
Total general and administrative expenditures	<u>107,815</u>	<u>1,620,204</u>	<u>2,189,000</u>	74%
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (107,815)</u>	<u>\$ (1,616,952)</u>	<u>\$ (2,186,000)</u>	74%

CAPITAL IMPROVEMENT FUND
 SCHEDULE OF EXPENDITURES
FOR THE MONTH AND YEAR TO DATE ENDED MAY 31, 2024

EXPENDITURES	MONTH ENDED 5/31/2024	YEAR TO DATE 5/31/2024	REVISED BUDGET 2023-2024	% OF REVISED BUDGET
Equestrian Center Capital Improvements:				
Planning, Survey and Design	\$ 67,147	\$ 657,596	\$ 1,205,000	55%
Construction Costs	-	86,089	850,000	10%
Small Equipment & Supplies	18,785	43,855	130,000	34%
Total expenditures	<u>85,932</u>	<u>787,540</u>	<u>2,185,000</u>	36%
 EXCESS OF EXPENDITURES OVER REVENUES	 <u>\$ 85,932</u>	 <u>\$ 787,540</u>	 <u>\$ 2,185,000</u>	 36%

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 7.2

Back-up Material will be presented at Meeting