



Civic-Recreational-Industrial Authority

Regular Meeting Agenda
September 11, 2019

9:00 a.m.

Chairman Larry Hartmann
Vice Chairman John Karns
Board Member Sean Lee
Board Member Bob Lindsey
Board Member Ronald Whittemore

Location: City Council Chamber, 15651 East Stafford Street, City of Industry, California

Addressing the Authority:

- ▶ **Agenda Items:** Members of the public may address the Authority on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a three-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Authority.
- ▶ **Public Comments (Non-Agenda Items):** Anyone wishing to address the Authority on an item not on the Agenda may do so during the "Public Comments" period. In order to conduct a timely meeting, there will be a three-minute time limit per person for the Public Comments portion of the Agenda. State law prohibits the Authority from taking action on a specific item unless it appears on the posted Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called by the City Clerk and prior to the individual being heard by the Authority.

Americans with Disabilities Act:

- ▶ In compliance with the ADA, if you need special assistance to participate in any City meeting (including assisted listening devices), please contact the City Clerk's Office (626) 333-2211. Notification of at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting.

Agendas and other writings:

- ▶ In compliance with SB 343, staff reports and other public records permissible for disclosure related to open session agenda items are available at City Hall, 15625 East Stafford Street, Suite 100, City of Industry, California, at the office of the City Clerk during regular business hours, Monday through Thursday 8:00 a.m. to 5:00 p.m., Friday 8:00 a.m. to 4:00 p.m. Any person with a question concerning any agenda item may call the City Clerk's Office at (626) 333-2211.

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1. Call to Order
 2. Flag Salute
 3. Roll Call
 4. Public Comments

5. **EXPO CENTER MATTERS**

5.1 Update on the Expo Center

RECOMMENDED ACTION: Receive and file.

5.2 Consideration of the Register of Demands submitted by CNC Equestrian Management Services for the Industry Hills Expo Center for August 2019

RECOMMENDED ACTION: Receive and file.

6. **BOARD MATTERS**

6.1 Consideration of the Register of Demands submitted by the Finance Department for September 11, 2019

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

6.2 Consideration of the minutes of the July 12, 2017 regular meeting, August 9, 2017 regular meeting, August 17, 2017 special meeting, September 13, 2017 regular meeting, October 11, 2017 regular meeting, November 8, 2017 regular meeting, December 13, 2017 regular meeting, and August 7, 2019 regular meeting

RECOMMENDED ACTION: Approve as submitted.

6.3 Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for June 30, 2019

RECOMMENDED ACTION: Receive and file the report.

6.4 Consideration of a Maintenance Services Agreement with West Coast Arborist, Inc., for work at the Expo Center in the amount of \$15,000.00 (MP 01-34)

RECOMMENDED ACTION: Approve the Agreement.

7. Adjournment. Next regular meeting: Wednesday, October 9, 2019, at 9:00 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.1

AUGUST 2019 - BANQUET NON-AVAILABILITY SHEET

Date Called	Client Name	Date Requested	Pavilion	Avalon Room	Guests	Type of Event	How they heard	Contact
08/01/19	Guadalupe Tinajero	October 10, 2020	1		350	Quinceanera	Returned	Phone
08/01/19	Kevin	September 26, 2019	1		200	Wedding Reception	Referral	Phone
08/02/19	Elizabeth Ponce	October 17, 2020	1		150	Wedding Reception	Website	Email
08/02/19	Dolores Rojas	March 7, 2020		1	140	Private Event	Attended	Phone
08/02/19	Cindy Vicela	December 7, 2019		1	120	Quinceanera	Referral	Phone
08/02/19	Mirna Lopez	July 18, 2020	1		200	Wedding Anniversary	Referral	Phone
08/06/19	Isaac Salazar	July 7, 2020	1		250	Wedding Reception	Website	Email
08/07/19	Wendy	January 11, 2020	1B	1S	150	Wedding Reception	Referral	Phone
08/07/19	Lizeth	December 21, 2019	1		200	Holiday Party	Referral	Phone
08/07/19	Elizabeth Lopez	January 26, 2020	1		300	Sweet Sixteen	Attended	Phone
08/08/19	Ruben Ortiz	July 25, 2020	1		400	Wedding Reception	Referral	Phone
08/08/19	Susan Hernandez	June 27, 2020		1	140	Private Banquet	Referral	Phone
08/08/19	Crystal Soto	August 31, 2019		1	50	Wedding Reception	Website	Email
08/10/19	Erendira M. Flores	September 12, 2020	1		350	Wedding Reception	Referral	Phone
08/12/19	Omar Salazar	August 22, 2020	1		200	Wedding Reception	Website	Email
08/12/19	James Cameron	October 26, 2019		1	75	Wedding Reception	Website	Email
08/12/19	Marilyn	September 26, 2020	1		400	Wedding Reception	Website	Email
08/13/19	Adrian Orozco	March 7, 2020		1	100	Quinceanera	Referral	Phone
08/15/19	Melissa De Guzman	September 28, 2019		1	28	Baby Shower	Website	Phone
08/15/19	Gina Pech	March 30, 2020		1	100	30Th Birthday Party	Website	Email
08/18/19	Ramiro Rodriguez	May 2, 2020	1		200	Wedding Reception	Website	Email
08/18/19	Brenda	Saturday, July, 2020	1		300	Wedding Reception	Website	Email
08/21/19	Caitlin Danieley	October 12, 2019		1	100	Private Event	Website	Email
08/22/19	Julie	June 20, 2020	1		500	Quinceanera	Attended	Phone
08/22/19	Catalina Urrieta	June 27, 2020	1		350	Quinceanera	Attended	Phone
08/22/19	Laura Zamora	April 11, 2020	1		200	Wedding Reception	Referral	Phone
08/23/19	Audrey	September 29, 2019		1		Baby Shower	Attended	Phone
08/23/19	Joey Garcia	August 1, 2020	1		350	Sweet Sixteen	Referral	Phone

AUGUST 2019 - BANQUET NON-AVAILABILITY SHEET

Date Called	Client Name	Date Requested	Pavilion	Avalon Room	Guests	Type of Event	How they heard	Contact
08/28/19	Neil	March 28, 2020	1		250	Wedding Reception	Referral	Phone
08/28/19	Melissa Ann	October 10, 2020	1		230	Wedding Reception	Website	Email
08/29/19	Iveth Leyva	May 25, 2020	TB	TS	175	Private Event	Referral	Phone
08/29/19	Dolores	May 24, 2020		1	60	Wedding Reception	Website	Email
08/29/19	Adrian Marqu�ez	January 25, 2020	1		200	Quinceanera	Attended	Phone
08/29/19	April Mejia	February 22, 2020	1		300	Wedding Anniversary	Attended	Phone
08/30/19	melissa Cordova	December 7, 2019	TB	TS	180	Holiday Party	Referral	Phone
			24	14				

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 5.2

Industry Hills Expo Center - Check Register

AUGUST

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
08/04/2019	15460	CNC EQUESTRIAN MANAGEMENT	10,000.00	MONTHLY MANAGEMENT FEE-AUGUST
08/04/2019	15461	CNC EQUESTRIAN MANAGEMENT	37,092.98	EXPO STAFF PAYROLL EXP.-AUGUST
08/04/2019	15462	ALARMCO	700.00	PROGRESSIVE PMT ALARM INSTALL-AUGUST
08/04/2019	15463	BROWN & BROWN OF CALIFORNIA INC	1,300.00	BANQUET INSURANCE PREMIUM
08/04/2019	15464	CAPITAL PROTECTION INC.	14,212.50	EVENT SECURITY SERVICES
08/04/2019	15465	CNC EQUESTRIAN MANAGEMENT	1,457.91	REIMB. FOR CC PURCH.-CLOUD SERVICE,SUBSCRIPTIONS
08/04/2019	15466	FRONTIER COMMUNICATIONS	290.98	HIGH SPEED INTERNET SERVICE
08/04/2019	15467	INDUSTRY BUSINESS COUNCIL	225.00	ANNUAL MEMBERSHIP DUES
08/04/2019	15468	MERRITT'S ACE HARDWARE	111.23	PROMOTIONAL EXP-SPEEDWAY RAFFLE ITEMS
08/04/2019	15469	SOUTHERN WINE & SPIRITS	1,055.50	ALCOHOL INVENTORY
08/04/2019	15470	SYSCO	5,524.82	CONCESSION INVENTORY
08/04/2019	15471	YOUNG'S MARKET CO.	1,230.92	ALCOHOL INVENTORY
08/05/2019	15472	AR-072719 RACHEL HERNANDEZ	300.00	SECURITY DEPOSIT REFUND
08/06/2019	15473	AR-080319 NANCY ZAN	300.00	SECURITY DEPOSIT REFUND
08/06/2019	15474	AR-080219 EDITH ARROYO	300.00	SECURITY DEPOSIT REFUND
08/07/2019	15475	HARBOR DISTRIBUTING,LLC	850.00	ALCOHOL INVENTORY
08/07/2019	15476	SOUTHERN WINE & SPIRITS	3,133.99	ALCOHOL INVENTORY
08/07/2019	15477	TBS CLEANING SERVICE	800.00	FACILITY CLEANING-RR/TRASH ATT. BANQUET&ARENA
08/07/2019	15478	TEMP AIR SYSTEM INC.	795.00	SERVICE CALL/REPAIRS TO A/C UNIT-AVALON ROOM.
08/12/2019	15479	California Dept. of Tax and Fee Admin.	388.17	SALES TAX PENALTY-LATE FEE
08/12/2019	15480	ROGERS,CLEM & CO.	2,200.00	ACCTG. AND CONSULTING EXPENSE-JULY
08/12/2019	15481	TBS CLEANING SERVICE	4,950.00	FACILITY CLEANING-RR/TRASH ATT. BANQUET&ARENA
08/12/2019	15482	THE BIG NORWEGIAN	5,527.22	EQUIPMENT MAINTENANCE
08/13/2019	15483	LASCARI'S	11,140.42	CATERING EXPENSE FOR SHERIFF DEPT.-REIMB. EXP.
08/13/2019	15484	PCR CASH	2,280.45	REPLENISH PETTY CASH-JULY RECEIPTS
08/13/2019	15485	MA-080419 JESSE MORALES	735.25	SECURITY DEPOSIT REFUND
08/13/2019	15486	MAX RUML	1,290.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15487	AUSTIN NOVRAITL	1,090.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15488	GIOVANNI MANZARES	788.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15489	BILLY JANNIRO	688.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15490	COLTON HICKS	568.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15491	BOB HICKS	565.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15492	TOMMY HEDDEN	478.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15493	DANIEL FARIA	475.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15494	TIM GOMEZ	438.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15495	BLAKE BORELLO	368.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15496	RUSSELL GREEN	348.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15497	BART BAST	328.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15498	EDDIE CASTRO	288.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15499	SAMUEL RAMIREZ	248.00	SPEEDWAY RACE PAYOUT 081019

Industry Hills Expo Center - Check Register

AUGUST

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
08/13/2019	15500	JASON RAMIREZ	208.00	SPEEDWAY RACE PAYOUT 081019
08/13/2019	15501	BOBBY SCHWARTZ	188.00	SPEEDWAY RACE PAYOUT 081019
08/14/2019	15503	PAV-080319R MARISA NUNEZ	600.00	SECURITY DEPOSIT REFUND
08/14/2019	15504	AR-081019 JESSICA SANTANA	300.00	SECURITY DEPOSIT REFUND
08/14/2019	15505	AR-081119 MARITZA DEL RIO	300.00	SECURITY DEPOSIT REFUND
08/20/2019	15506	AR-081819 HOPE MILLAN	300.00	SECURITY DEPOSIT REFUND
08/20/2019	15507	AR-081719 ELISHA CONTRERAS	300.00	SECURITY DEPOSIT REFUND
08/20/2019	15508	AR-081619 IVAN GUERRERO	300.00	SECURITY DEPOSIT REFUND
08/20/2019	15509	AR-081519 MARIA RODRIGUEZ	260.00	SECURITY DEPOSIT REFUND
08/21/2019	15510	AMR	1,683.00	AMBULANCE STANDBY EXPENSE-SPEEDWAY EVENTS
08/21/2019	15511	AT&T	522.20	MONTHLY WIRELESS PHONE CHARGES
08/21/2019	15512	CALIFORNIA PARKS AND REC. SOCIETY	550.00	ANNUAL MEMBERSHIP DUES
08/21/2019	15513	CAPITAL PROTECTION INC.	237.50	EVENT SECURITY SERVICES
08/21/2019	15514	CHAD'S PROFESSIONAL CLEANING	2,170.00	BANQUET CARPET CLEANING-AVALON & PAVILION
08/21/2019	15515	CNC EQUESTRIAN MANAGEMENT	74,714.04	MONTHLY MGMT FEE & PAYROLL EXP.-EXPO, SATSUMA
08/21/2019	15516	COASTAL CARBONIC	142.29	CARBO CHARGER-PATIO CAFÉ
08/21/2019	15517	CULLIGAN WATER CONDITIONING	78.48	MONTHLY WATER FILTER SERVICE
08/21/2019	15518	EL MONTE ICE CO.	1,031.25	ICE FOR ARENA EVENTS
08/21/2019	15519	FED EX	34.77	POSTAGE EXP.
08/21/2019	15520	FOOTHILL VACUUM & JANITORIAL	346.63	CLEANING SUPPLIES AND EQUIPMENT EXP.
08/21/2019	15521	INDUSTRIAL PIPE & STEEL, LLC	559.68	PROPERTY MAINT.-SUPPLIES EXP.
08/21/2019	15522	JANUS PEST MANAGEMENT, INC.	749.00	PEST CONTROL
08/21/2019	15523	MERRITT'S ACE HARDWARE	347.59	PROPERTY MAINTENANCE EXP.
08/21/2019	15524	VOID CHECK	0.00	DATA ENTRY ERROR
08/21/2019	15525	P & R PAPER SUPPLY COMPANY	1,297.98	PAPER AND CLEANING SUPPLIES
08/21/2019	15526	PITNEY BOWES-PURCHASE POWER	260.40	POSTAGE METER EXP.
08/21/2019	15527	RANCHO JANITORIAL SUPPLIES	684.68	CLEANING SUPPLIES EXP.
08/21/2019	15528	VOID CHECK	0.00	DATA ENTRY ERROR
08/21/2019	15529	SPARKLETTS	1,447.30	ALCOHOL INVENTORY
08/21/2019	15530	SUNBELT RENTALS	2,301.15	PORTABLE CONDENSOR COOLING UNITS-PAVILION
08/21/2019	15531	TBS CLEANING SERVICE	1,700.00	FACILITY CLEANING-RR/TRASH ATT. BANQUET&ARENA
08/21/2019	15532	XEROX FINANCIAL SERVICES	691.11	MONTHLY LEASE PMT-COPIER
08/22/2019	15533	California Dept. of Tax and Fee Admin.	12,795.48	SALES TAX PMT. JULY
08/22/2019	15534	CNC EQUESTRIAN MANAGEMENT	4,037.54	REIMB. FOR CC PURCH.-CLOUD SERVICE,SUBSCRIPTIONS
08/22/2019	15535	JUAN LOPEZ	417.50	IT SERVICE AND SUPPORT
08/22/2019	15536	OFFICE DEPOT	658.14	OFFICE SUPPLIES EXP.
08/22/2019	15537	SOUTHERN CALIFORNIA EDISON	20,565.60	MONTHLY UTILITY EXPENSE
08/22/2019	15538	JOE JONES	120.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15539	DILLON OSBORNE	100.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15540	ACE KALE	75.00	SPEEDWAY RACE PAYOUT 081419

Industry Hills Expo Center - Check Register

AUGUST

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
08/22/2019	15541	KEVIN KALE	50.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15542	KEVIN HOLMAN	30.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15543	DENNIS OSMER	60.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15544	TYLER MOSZER	45.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15545	MARK FILLEBROWN	30.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15546	DAVID NEWSHAM	15.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15547	DAVID LYNCH	60.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15548	MICHAEL MILLER	45.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15549	KEVIN FIORE	30.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15550	RUDY LAURER	15.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15551	MAX RUML	970.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15552	BILLY JANNIRO	740.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15553	AARON FOX	565.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15554	GIOVANNI MANZARES	390.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15555	TIM GOMEZ	195.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15556	SEBASTIAN PALMESE	155.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15557	DYLAN BLACK	135.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15558	BRAD SAUER	130.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15559	AUSTIN NOVRATIL	10.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15560	JAKE ISAAC	5.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15561	KAYLE LEOGRANDE	5.00	SPEEDWAY RACE PAYOUT 081419
08/22/2019	15562	CAPITAL PROTECTION INC.	14,062.50	EVENT SECURITY SERVICES
08/27/2019	15563	AMR	748.00	AMB STANDBY-SPEEDWAY
08/27/2019	15564	CAPITAL PROTECTION INC.	5,600.00	EVENT SECURITY SERVICES
08/27/2019	15565	CINTAS	777.86	MATS, MOPS AND UNIFORMS
08/27/2019	15566	CITY OF INDUSTRY	4,265.18	ROLLOFF AND DUMP, STORAGE CONT. FRT LOAD SERV. FEES
08/27/2019	15567	CLASSIC DISTRIBUTING & BEV.	1,751.75	ALCOHOL INVENTORY
08/27/2019	15568	HARBOR DISTRIBUTING,LLC	2,025.00	ALCOHOL INVENTORY
08/27/2019	15569	MARTHA PEREZ	3,245.00	LINENS AND FLORAL DÉCOR FOR EVENTS-REIMB. EXP.
08/27/2019	15570	OFFICE DEPOT	159.81	OFFICE SUPPLIES EXPENSE
08/27/2019	15571	PACIFIC PALMS CONFERENCE RESORT	142.16	SPEEDWAY EXPENSE-REFEREE OVERNIGHT STAY
08/27/2019	15572	RANCHO JANITORIAL SUPPLIES	1,339.32	CLEANING SUPPLIES EXP.
08/27/2019	15573	SATSUMA LANDSCAPE	8,674.00	MONTHLY LANDSCAPE EXPENSE
08/27/2019	15574	SOUTHERN WINE & SPIRITS	5,620.00	ALCOHOL INVENTORY
08/27/2019	15575	SYSCO	4,713.67	CONCESSION INVENTORY
08/27/2019	15576	TBS CLEANING SERVICE	2,500.00	FACILITY CLEANING-RR/TRASH ATT. BANQUET&ARENA
08/27/2019	15577	YOUNG'S MARKET CO.	1,281.92	ALCOHOL INVENTORY
08/27/2019	15578	AR-082519 YESENIA VASQUEZ	300.00	SECURITY DEPOSIT REFUND
08/27/2019	15579	AR-082419 TYESHA THOMAS	300.00	SECURITY DEPOSIT REFUND
08/28/2019	15580	MAX RUML	1,010.00	SPEEDWAY RACE PAYOUT 082419

Industry Hills Expo Center - Check Register

AUGUST

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
08/28/2019	15581	BILLY JANNIRO	860.00	SPEEDWAY RACE PAYOUT 082419
08/28/2019	15582	AUSTIN NOVRATIL	750.00	SPEEDWAY RACE PAYOUT 082419
08/28/2019	15583	VOID CHECK	0.00	DATA ENTRY ERROR
08/28/2019	15584	RUSSELL GREEN	305.00	SPEEDWAY RACE PAYOUT 082419
08/28/2019	15585	BLAKE BORELLO	300.00	SPEEDWAY RACE PAYOUT 082419
08/28/2019	15586	AARON FOX	300.00	SPEEDWAY RACE PAYOUT 082419
08/28/2019	15587	TIM GOMEZ	265.00	SPEEDWAY RACE PAYOUT 082419
08/28/2019	15588	CHARLIE VENEGAS	120.00	SPEEDWAY RACE PAYOUT 082419
08/28/2019	15589	TOMMY HEDDEN	100.00	SPEEDWAY RACE PAYOUT 082419
08/28/2019	15590	BOB HICKS	100.00	SPEEDWAY RACE PAYOUT 082419
08/28/2019	15591	COLTON HICKS	100.00	SPEEDWAY RACE PAYOUT 082419
08/28/2019	15592	SEBASTIAN PALMESE	100.00	SPEEDWAY RACE PAYOUT 082419
08/28/2019	15593	EDDIE CASTRO	80.00	SPEEDWAY RACE PAYOUT 082419
08/28/2019	15594	BRAD SAUER	60.00	SPEEDWAY RACE PAYOUT 082419
08/27/2019	15595	VOID CHECK	0.00	DATA ENTRY ERROR
08/28/2019	15596	VOID CHECK	0.00	DATA ENTRY ERROR
08/28/2019	15597	GIOVANNI MANZARES	550.00	SPEEDWAY RACE PAYOUT 082419
TOTAL			314,122.82	

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting September 11, 2019

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	106,346.18

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	106,346.18

APPROVED PER CITY MANAGER

**Civic-Recreational-Industrial Authority
Board Meeting
September 11, 2019**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
10914	08/14/2019		SOCALGAS	\$17.91
	Invoice	Date	Description	Amount
	2020-00000182	08/06/2019	07/03-08/02/19 SVC - 16200 TEMPLE AVE APT 100-EXPO	\$17.91
10915	09/11/2019		ANIMAL PEST MANAGEMENT SERVICE	\$2,500.00
	Invoice	Date	Description	Amount
	592330	07/31/2019	COYOTE TRAPPING & REMOVAL - EXPO CENTER	\$2,500.00
10916	09/11/2019		BLAKE AIR CONDITIONING COMPANY	\$26,460.00
	Invoice	Date	Description	Amount
	13986-001	08/13/2019	REPLACE HVAC UNIT - SOUTH END OF PAVILLION	\$26,460.00
10917	09/11/2019		CASSO & SPARKS, LLP	\$2,646.00
	Invoice	Date	Description	Amount
	20343	08/13/2019	JULY 2018 - MAY 2019 LEGAL SVC	\$2,646.00
10918	09/11/2019		CITY OF INDUSTRY	\$1,618.55
	Invoice	Date	Description	Amount
	2019-00000083	06/30/2019	JUNE 2019 FUEL COSTS	\$595.04
	2020-00000006	07/31/2019	JULY 2019 FUEL COSTS	\$1,023.51
10919	09/11/2019		CITY OF INDUSTRY-REFUSE	\$450.00
	Invoice	Date	Description	Amount
	0003705492	08/01/2019	IH RODEO STORAGE BOXES	\$450.00
10920	09/11/2019		CRIA-PAYROLL ACCOUNT	\$3,000.00
	Invoice	Date	Description	Amount

Civic-Recreational-Industrial Authority
Board Meeting
September 11, 2019

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	SEP-19	08/27/2019	REPLENISH PAYROLL ACCOUNT FOR SEPTEMBER 201	\$3,000.00
10921	09/11/2019		ELEVATE PUBLIC AFFAIRS, LLC	\$5,000.00
	Invoice	Date	Description	Amount
	1681	08/30/2019	PROFESSIONAL SVC - JULY 2019	\$5,000.00
10922	09/11/2019		FRAZER, LLP	\$2,000.00
	Invoice	Date	Description	Amount
	162287	07/31/2019	PROFESSIONAL SVC - JULY 2019	\$2,000.00
10923	09/11/2019		IRRI-CARE PLUMBING & BACKFLOW T	\$394.41
	Invoice	Date	Description	Amount
	10086	07/09/2019	BACKFLOW TESTING & REPAIRS - EXPO CENTER	\$160.00
	10141	07/19/2019	BACKFLOW TESTING & REPAIRS - EXPO CENTER	\$95.00
	10142	07/19/2019	BACKFLOW TESTING & REPAIRS - EXPO CENTER	\$139.41
10924	09/11/2019		KLINE'S PLUMBING, INC.	\$425.00
	Invoice	Date	Description	Amount
	11183	07/23/2019	REPAIR LEAK - EXPO CENTER	\$425.00
10925	09/11/2019		LOWE'S/SYNCHRONY BANK	\$376.70
	Invoice	Date	Description	Amount
	70799	07/30/2019	BARN DOORS - EXPO CENTER	\$376.70
10926	09/11/2019		SATSUMA LANDSCAPE & MAINT.	\$49,515.26
	Invoice	Date	Description	Amount
	0719EC	07/29/2019	JULY 2019 LANDSCAPE MAINTENANCE	\$24,227.90

**Civic-Recreational-Industrial Authority
Board Meeting
September 11, 2019**

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
	0819EC	08/27/2019	AUGUST 2019 LANDSCAPE MAINTENANCE	\$25,287.36
10927	09/11/2019		SURETECK, INC.	\$11,897.41
	Invoice	Date	Description	Amount
	07012019-98	08/01/2019	JULY 2019 ON-CALL MAINTENANCE SVC	\$11,897.41
10928	09/11/2019		SYNCHRONY BANK/AMAZON	\$44.94
	Invoice	Date	Description	Amount
	58863976636	07/10/2019	HORSE WATERER - EXPO CENTER	\$44.94

Checks	Status	Count	Transaction Amount
	Total	15	\$106,346.18

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 12, 2017
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Howard Lim at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Howard Lim.

ROLL CALL

PRESENT: Howard Lim, Chairman
David Carmany, Board Member
Larry Hartmann, Board Member
John Karns, Board Member
Danny Molina, Board Member

STAFF PRESENT: Paul J. Philips, Executive Director; James M. Casso, General Counsel; Diane M. Schlichting, Assistant Secretary, and Cory Moss, Expo Center Co-Manager.

PUBLIC COMMENTS

There were no public comments.

EXPO CENTER MATTERS

5.1 UPDATE ON THE EXPO CENTER

Expo Center Co-Manager Moss informed the Board Members of the activities occurring at the Expo Center and was available to answer any questions.

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE INDUSTRY HILLS EXPO CENTER FOR JUNE 2017

RECOMMENDED ACTION: *Receive and file.*

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER HARTMANN TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 12, 2017
PAGE 2

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

6.1 CONSIDERATION OF THE MINUTES OF THE FEBRUARY 8, 2017 AND MARCH 8, 2017 REGULAR MEETINGS

RECOMMENDED ACTION: Approve as submitted.

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER MOLINA TO APPROVE AS SUBMITTED. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

6.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR JULY 12, 2017

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

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER HARTMANN TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE PERSONNAL TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JULY 12, 2017
PAGE 3

6.3 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORTS FOR MAY 31, 2017

RECOMMENDED ACTION: *Receive and file the reports.*

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER MOLINA TO RECEIVE AND FILE THE REPORTS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:09 a.m.

Howard Lim, Chairman

Diane M. Schlichting
Assistant Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 9, 2017
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Howard Lim at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Howard Lim.

ROLL CALL

PRESENT: Howard Lim, Chairman
David Carmany, Board Member
Larry Hartmann, Board Member
John Karns, Board Member
Danny Molina, Board Member

STAFF PRESENT: James M. Casso, General Counsel; Diane M. Schlichting, Assistant Secretary, Cory Moss, Expo Center Co-Manager; and Clem Calvillo, Deputy Agency/City Engineer.

PUBLIC COMMENTS

There were no public comments.

EXPO CENTER MATTERS

5.1 UPDATE ON THE EXPO CENTER

Expo Center Co-Manager Moss informed the Board Members of the activities occurring at the Expo Center and was available to answer any questions.

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE INDUSTRY HILLS EXPO CENTER FOR JULY 2017

RECOMMENDED ACTION:

Receive and file.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 9, 2017
PAGE 2

MOTION BY BOARD MEMBER HARTMAN, AND SECOND BY BOARD MEMBER MOLINA TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

BOARD MATTERS

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR AUGUST 9, 2017

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

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER HARTMANN TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: CARMANY, HARTMANN, KARNS, MOLINA,
LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

6.2 CONSIDERATION OF RESOLUTION NO. CRIA 2017-02 – A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY OF THE CITY OF INDUSTRY, CALIFORNIA, AMENDING SECTION 3.05, LEGAL COUNSEL OF ARTICLE III, OFFICERS AND EMPLOYEES, OF THE CITY OF INDUSTRY PROPERTY AND HOUSING MANGEMENT AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

RECOMMENDED ACTION: Adopt Resolution No. CRIA 2017-02.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 9, 2017
PAGE 3

General Counsel Casso gave a brief explanation of resolution CRIA 2017-02, and was available to answer any questions.

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER CARMANY TO ADOPT RESOLUTION NO. CRIA 2017-02. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:10 a.m.

Howard Lim, Chairman

Diane M. Schlichting
Assistant Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 17, 2017
PAGE 1

The Special Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Howard Lim at 9:02 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Howard Lim.

ROLL CALL

PRESENT: Howard Lim, Chairman
David Carmany, Board Member
Larry Hartmann, Board Member
John Karns, Board Member
Danny Molina, Board Member

STAFF PRESENT: Paul J. Philips, Executive Director; James M. Casso, General Counsel; Diane M. Schlichting, Assistant Secretary, and Cory Moss, Expo Center Co-Manager.

PUBLIC COMMENTS

There were no public comments.

BOARD MATTERS

5.1 UPDATE AND DISCUSSION REGARDING THE OPERATIONS AND MAINTENANCE OF THE INDUSTRY HILLS EXPO CENTER

RECOMMENDED ACTION: Provide direction to staff.

Clem Calvillo with CNC Equestrian provided an update to the Authority along with a recommendation to fill a position for a Senior Manager position. He has someone in mind and wants to fill the position immediately.

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER MOLINA TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
SPECIAL MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 17, 2017
PAGE 2

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:16 a.m.

Howard Lim, Chairman

Diane M. Schlichting
Assistant Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 13, 2017
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Howard Lim at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Howard Lim.

ROLL CALL

PRESENT: Howard Lim, Chairman
David Carmany, Board Member
Larry Hartmann, Board Member
John Karns, Board Member
Danny Molina, Board Member

STAFF PRESENT: Paul J. Philips, Executive Director; James M. Casso, General Counsel; Diane M. Schlichting, Assistant Secretary, Cory Moss, Expo Center Co-Manager; and Jeff Cowen, Expo Facility Director.

PUBLIC COMMENTS

There were no public comments.

EXPO CENTER MATTERS

5.1 STATUS REPORT ON EXPO CENTER

Expo Center Co-Manager Moss informed the Board Members of the activities occurring at the Expo Center and was available to answer any questions.

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE INDUSTRY HILLS EXPO CENTER FOR AUGUST 2017

RECOMMENDED ACTION: *Receive and file.*

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 13, 2017
PAGE 2

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER HARTMANN TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

BOARD MATTERS

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR SEPTEMBER 13, 2017

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

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER MOLINA TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

6.2 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORTS FOR JUNE 30, 2017

RECOMMENDED ACTION: Receive and file.

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER MOLINA TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
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CITY OF INDUSTRY, CALIFORNIA
SEPTEMBER 13, 2017
PAGE 3

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:07 a.m.

Howard Lim, Chairman

Diane M. Schlichting
Assistant Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 11, 2017
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Howard Lim at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Howard Lim.

ROLL CALL

PRESENT: Howard Lim, Chairman
David Carmany, Board Member
John Karns, Board Member
Danny Molina, Board Member

ABSENT: Larry Hartmann, Board Member

STAFF PRESENT: Paul J. Philips, Executive Director; James M. Casso, General Counsel; Diane M. Schlichting, Assistant Secretary, Cory Moss, Expo Center Co-Manager; and Jeff Cowen, Expo Facility Director.

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER MOLINA TO GRANT BOARD MEMBER HARTMANN AN EXCUSED ABSENCE. MOTION CARRIED 4-0, WITH BOARD MEMBER HARTMANN ABSENT.

PUBLIC COMMENTS

There were no public comments.

EXPO CENTER MATTERS

5.1 UPDATE ON THE EXPO CENTER

Expo Center Co-Manager Moss informed the Board Members of the activities occurring at the Expo Center and was available to answer any questions.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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PAGE 2

**5.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
INDUSTRY HILLS EXPO CENTER FOR SEPTEMBER 2017**

RECOMMENDED ACTION: *Receive and file.*

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER
MOLINA TO RECEIVE AND FILE. MOTION CARRIED 4-0, BY THE FOLLOWING
VOTE:

AYES:	BOARD MEMBERS:	CARMANY, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	HARTMANN
ABSTAIN:	BOARD MEMBERS:	NONE

BOARD MATTERS

**6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
FINANCE DEPARTMENT FOR OCTOBER 11, 2017**

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

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER
MOLINA TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE
APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 4-0, BY THE
FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	HARTMANN
ABSTAIN:	BOARD MEMBERS:	NONE

**6.2 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-
INDUSTRIAL AUTHORITY'S FINANCIAL REPORTS FOR JULY 31, 2017 AND
AUGUST 31, 2017**

RECOMMENDED ACTION: *Receive and file the report.*

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
OCTOBER 11, 2017
PAGE 3

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER MOLINA TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	HARTMANN
ABSTAIN:	BOARD MEMBERS:	NONE

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:08 a.m.

Howard Lim, Chairman

Diane M. Schlichting
Assistant Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
NOVEMBER 8, 2017
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Howard Lim at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Howard Lim.

ROLL CALL

PRESENT: Howard Lim, Chairman
David Carmany, Board Member
Larry Hartmann, Board Member
John Karns, Board Member
Danny Molina, Board Member

STAFF PRESENT: Paul J. Philips, Executive Director; James M. Casso, General Counsel; Diane M. Schlichting, Assistant Secretary, Cory Moss, Expo Center Co-Manager; and Jeff Cowen, Expo Facility Director.

PUBLIC COMMENTS

There were no public comments.

EXPO CENTER MATTERS

5.1 UPDATE ON THE EXPO CENTER

Expo Center Co-Manager Moss informed the Board Members of the activities occurring at the Expo Center and was available to answer any questions.

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE INDUSTRY HILLS EXPO CENTER FOR OCTOBER 2017

RECOMMENDED ACTION: *Receive and file.*

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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PAGE 2

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER HARTMANN TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

BOARD MATTERS

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR NOVEMBER 8, 2017

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

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER MOLINA TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

6.2 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORTS FOR SEPTEMBER 30, 2017

RECOMMENDED ACTION: *Receive and file the report.*

MOTION BY BOARD MEMBER CARMANY, AND SECOND BY BOARD MEMBER HARTMANN TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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PAGE 3

AYES:	BOARD MEMBERS:	CARMANY, HARTMANN, KARNS, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:12 a.m.

Howard Lim, Chairman

Diane M. Schlichting
Assistant Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 13, 2017
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Howard Lim at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Chairman Howard Lim.

ROLL CALL

PRESENT: Howard Lim, Chairman
Larry Hartmann, Board Member
John Karns, Board Member
Danny Molina, Board Member

ABSENT: David Carmany, Board Member

STAFF PRESENT: Paul J. Philips, Executive Director; James M. Casso, General Counsel; Diane M. Schlichting, Assistant Secretary, Cory Moss, Expo Center Co-Manager and Jeff Cowen, Expo Facility Director.

MOTION BY BOARD MEMBER MOLINA, AND SECOND BY BOARD MEMBER HARTMANN TO GRANT BOARD MEMBER CARMANY AN EXCUSED ABSENCE. MOTION CARRIED 4-0, WITH BOARD MEMBER CARMANY ABSENT.

PUBLIC COMMENTS

There were no public comments.

EXPO CENTER MATTERS

5.1 STATUS REPORT ON EXPO CENTER

Expo Center Co-Manager Moss informed the Board Members of the activities occurring at the Expo Center and was available to answer any questions.

RECOMMENDED ACTION: Receive and file. MOTION BY BOARD MEMBER MOLINA, AND SECOND BY BOARD MEMBER HARTMANN TO RECEIVE AND FILE. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 13, 2017
PAGE 2

AYES: BOARD MEMBERS: HARTMANN, KARNS, MOLINA, LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: CARMANY
ABSTAIN: BOARD MEMBERS: NONE

**5.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
INDUSTRY HILLS EXPO CENTER FOR NOVEMBER 2017**

RECOMMENDED ACTION: Receive and file.

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER
MOLINA TO RECEIVE AND FILE. MOTION CARRIED 4-0, BY THE FOLLOWING
VOTE:

AYES: BOARD MEMBERS: HARTMANN, KARNS, MOLINA, LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: CARMANY
ABSTAIN: BOARD MEMBERS: NONE

BOARD MATTERS

**6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE
FINANCE DEPARTMENT FOR DECEMBER 13, 2017**

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

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER
MOLINA TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE
APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 4-0, BY THE
FOLLOWING VOTE:

AYES: BOARD MEMBERS: HARTMANN, KARNS, MOLINA, LIM
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: CARMANY
ABSTAIN: BOARD MEMBERS: NONE

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 13, 2017
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6.2 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORTS FOR OCTOBER 31, 2017

RECOMMENDED ACTION: *Receive and file the report.*

MOTION BY BOARD MEMBER MOLINA, AND SECOND BY BOARD MEMBER HARTMANN TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	HARTMANN, KARNs, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	CARMANY
ABSTAIN:	BOARD MEMBERS:	NONE

6.3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH BONHAM/WILLS & ASSOCIATES TO CONDUCT A NAMING AND PROPERTY RIGHTS ANALYSIS OF OPERATIONS, IN AN AMOUNT NOT-TO-EXCEED \$15,000.00, FROM DECEMBER 13, 2017 TO DECEMBER 13, 2018

RECOMMENDED ACTION: *Approve the Agreement.*

MOTION BY BOARD MEMBER HARTMANN, AND SECOND BY BOARD MEMBER MOLINA TO APPROVE THE AGREEMENT. MOTION CARRIED 4-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	HARTMANN, KARNs, MOLINA, LIM
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	CARMANY
ABSTAIN:	BOARD MEMBERS:	NONE

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:18 a.m.

Howard Lim, Chairman

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
DECEMBER 13, 2017
PAGE 4

Diane M. Schlichting
Assistant Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 7, 2019
PAGE 1

The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Larry Hartmann at 9:00 a.m. in the City of Industry Council Chamber, 15651 East Stafford Street, California.

FLAG SALUTE

The flag salute was led by Board Member Ronald Whittemore.

ROLL CALL

PRESENT: Larry Hartmann, Chairman
John Karns, Vice Chairman
Sean Lee, Board Member
Bob Lindsey, Board Member
Ronald Whittemore, Board Member

STAFF PRESENT: Troy Helling, City Manager; James M. Casso, General Counsel; Cory C. Moss, Expo Facility Co-Manager; Bing Hyun, Assistant City Manager; and Lynn Thompson, Administrative Technician II.

PUBLIC COMMENTS

There were no public comments.

5.1 STATUS REPORT ON EXPO CENTER

Expo Center Co-Manager Cory C. Moss informed the Board Members of the activities occurring at the Expo Center and provided a hand-out. She was available to answer any questions.

RECOMMENDED ACTION: RECEIVE AND FILE.

MOTION BY BOARD MEMBER WHITTEMORE, AND SECOND BY BOARD MEMBER LEE, TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 7, 2019
PAGE 2

AYES: BOARD MEMBERS: LEE, LINDSEY, WHITTEMORE, VC/KARNS,
C/HARTMANN
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

5.2 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR JULY 2019

Expo Center Co-Manager Cory C. Moss provided a hand-out and was available to answer any questions.

RECOMMENDED ACTION: RECEIVE AND FILE.

MOTION BY BOARD MEMBER LINDSEY, AND SECOND BY VICE CHAIRMAN KARNS, TO RECEIVE AND FILE. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: LEE, LINDSEY, WHITTEMORE, VC/KARNS,
C/HARTMANN
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

5.3 CONSIDERATION OF THE STATEMENT OF INVESTMENT POLICY

City Manager Troy Helling provided a staff report and was available to answer any questions.

RECOMMENDED ACTION: APPROVE AS SUBMITTED.

MOTION BY BOARD MEMBER LINDSEY, AND SECOND BY VICE CHAIRMAN KARNS, TO APPROVE AS SUBMITTED. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 7, 2019
PAGE 3

AYES: BOARD MEMBERS: LEE, LINDSEY, WHITTEMORE, VC/KARNS,
C/HARTMANN
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

BOARD MATTERS

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR AUGUST 7, 2019

RECOMMENDED ACTION: APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE PERSONNEL TO PAY THE BILLS.

MOTION BY BOARD MEMBER LINDSEY, AND SECOND BY VICE CHAIRMAN KARNS, TO APPROVE THE REGISTER OF DEMANDS AND AUTHORIZE THE APPROPRIATE PERSONNEL TO PAY THE BILLS. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: LEE, LINDSEY, WHITTEMORE, VC/KARNS,
C/HARTMANN
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

6.2 CONSIDERATION OF THE MINUTES OF THE JULY 10, 2019 REGULAR MEETING

Chairman Hartmann mentioned a typo on page one, correcting the spelling of his last name from Hartman to Hartmann.

RECOMMENDED ACTION: APPROVE AS SUBMITTED.

MOTION BY VICE CHAIRMAN KARNS, AND SECOND BY BOARD MEMBER LINDSEY TO APPROVE AS SUBMITTED WITH THE SPELLING CORRECTION. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
AUGUST 7, 2019
PAGE 4

AYES: BOARD MEMBERS: LEE, LINDSEY, WHITTEMORE, VC/KARNS,
C/HARTMANN
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

6.3 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR MAY 31, 2019

RECOMMENDED ACTION: RECEIVE AND FILE THE REPORT.

Shelby Czarnocki from Frazier, LLP provided a staff report and was available to answer any questions.

MOTION BY VICE CHAIRMAN KARNS, AND SECOND BY BOARD MEMBER WHITTEMORE, TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES: BOARD MEMBERS: LEE, LINDSEY, WHITTEMORE, VC/KARNS,
C/HARTMANN
NOES: BOARD MEMBERS: NONE
ABSENT: BOARD MEMBERS: NONE
ABSTAIN: BOARD MEMBERS: NONE

ADJOURNMENT

There being no further business, the Civic-Recreational-Industrial Authority adjourned at 9:15 a.m.

Larry Hartmann, Chairman

Julie Robles
Assistant Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.3



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

City of Industry

CRIA BOARD OF DIRECTORS

LARRY HARTMANN, CHAIRMAN
JOHN KARNS, VICE CHAIRMAN
RON WHITTEMORE
SEAN LEE
BOB LINDSEY

15625 EAST STAFFORD STREET
CITY OF INDUSTRY, CALIFORNIA 91744-3366

STAFF REPORT

TO: Chairman and Members of the Board of Directors
Civic-Recreational-Industrial Authority

FROM: Yamini Pathak, Director of Finance

STAFF: Consultant – Dean Yamagata, Frazer, LLP

DATE: September 11, 2019

SUBJECT: Civic-Recreational-Industrial Authority June 30, 2019 Financial Report

RECOMMENDATION

Receive and file.

EXECUTIVE SUMMARY

Expo Center:

For the month ended June 30, 2019, the Expo Center generated revenues of \$256,201 and incurred expenses of \$256,832. Transfers to the Capital Projects Fund for the month ended June 30, 2019 amounted to \$34,331.

For the year ended June 30, 2019, the Expo Center generated revenues of \$2,388,024 and incurred expenses of \$2,732,142. Transfers received by the Expo Center for the year ended June 30, 2019 amounted to \$453,171. Revenue and expenses for the year ended June 30, 2019 have exceeded the annual budgeted amounts, with net loss from operations below the annual budget amount.

Capital Projects Fund:

Total budgeted expenses for the year ended June 30, 2019 amount to \$591,985 which the Fund incurred \$624,067 of actual expenses for the year ended June 30, 2019. Transfers to the Expo Center for the year ended June 30, 2019 amounted to \$453,171.

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 June 30, 2019.

Fiscal Impact

There is no fiscal impact as result of this action.

EXHIBIT A

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

FINANCIAL STATEMENTS

JUNE 30, 2019

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

FINANCIAL STATEMENTS

JUNE 30, 2019

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Schedule of Revenues and Expenses – Industry Hills Expo Center for the months and years ended June 30, 2019 and 2018 - Schedule 1	7 – 8
Schedule of Revenues and Expenditures – Capital Projects Fund for the month and year ended June 30, 2019 - Schedule 2	9

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
CITY OF INDUSTRY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
JUNE 30, 2019

Expo Center Operations

During the month ended June 30, 2019, we held eight events in the Pavilion and seven events in the Avalon Room with contracts totaling \$74,847.

In the Grand Arena we held six events with contracts totaling \$120,522. These events were Friday Night Lights, Reality, Stampede, ESPN X-Games, Malibu KC and Burbank KC.

During the month ended June 30, 2019, we generated revenues from the Speedway events totaling \$60,472.

At June 30, 2019 and 2018, our financial statements reflect the following activity:

<u>Expo Center Operations</u>	<u>Month Ended</u> <u>6/30/2019</u>	<u>Year Ended</u> <u>6/30/2019</u>	<u>Annual Budget</u> <u>2018-2019</u>	<u>% of Annual</u> <u>Budget</u>	<u>Month Ended</u> <u>06/30/2018</u>	<u>Year Ended</u> <u>06/30/2018</u>
Total revenues	\$ 256,201	\$ 2,388,024	\$ 1,980,930	121%	\$ 338,076	\$ 2,192,875
Expenses:						
Direct Expo Center expenses	164,863	1,552,896	1,270,100	122%	248,545	1,374,146
General and administrative expenses	91,969	1,179,246	1,184,975	100%	116,844	1,215,688
Total direct Expo Center expenses	256,832	2,732,142	2,455,075	111%	365,389	2,589,834
Net loss from operations	(631)	(344,118)	(474,145)	73%	(27,313)	(396,959)
Net loss	\$ (631)	\$ (344,118)	\$ (474,145)	73%	\$ (27,313)	\$ (396,959)

The following is our summarized financial statements by department at June 30, 2019 and 2018:

<u>Expo Center Operations</u>	<u>Month Ended</u> <u>6/30/2019</u>	<u>Month Ended</u> <u>6/30/2019</u>	<u>Month Ended</u> <u>6/30/2019</u>	<u>Month Ended</u> <u>6/30/2019</u>	<u>Month Ended</u> <u>6/30/2019</u>
	<u>Speedway</u>	<u>Facilities</u>	<u>Grand</u> <u>Arena</u>	<u>General</u> <u>and Admin.</u>	<u>Totals</u>
Total revenues	\$ 60,472	\$ 74,847	\$ 120,522	\$ 360	\$ 256,201
Expenses:					
Direct Expo Center expenses	55,039	28,679	81,145	-	164,863
General and administrative expenses	-	-	-	91,969	91,969
Total direct Expo Center expenses	55,039	28,679	81,145	91,969	256,832
Net income (loss) from operations	5,433	46,168	39,377	(91,609)	(631)
Net income (loss) for the month	\$ 5,433	\$ 46,168	\$ 39,377	\$ (91,609)	\$ (631)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
JUNE 30, 2019

<u>Expo Center Operations</u>	Month Ended 6/30/2018	Month Ended 6/30/2018	Month Ended 6/30/2018 Grand Arena	Month Ended 6/30/2018 General and Admin.	Month Ended 6/30/2018 Totals
	<u>Speedway</u>	<u>Facilities</u>			
Total revenues	\$ 57,644	\$ 57,013	\$ 221,996	\$ 1,423	\$ 338,076
Expenses:					
Direct Expo Center expenses	54,487	50,237	143,821	-	248,545
General and administrative expenses	-	-	-	116,844	116,844
Total direct Expo Center expenses	<u>54,487</u>	<u>50,237</u>	<u>143,821</u>	<u>116,844</u>	<u>365,389</u>
Net income (loss) from operations	<u>3,157</u>	<u>6,776</u>	<u>78,175</u>	<u>(115,421)</u>	<u>(27,313)</u>
Net income (loss) for the month ended	<u>\$ 3,157</u>	<u>\$ 6,776</u>	<u>\$ 78,175</u>	<u>\$ (115,421)</u>	<u>\$ (27,313)</u>

<u>Expo Center Operations</u>	Year Ended 6/30/2019	Year Ended 6/30/2019	Year Ended 6/30/2019 Grand Arena	Year Ended 6/30/2019 General and Admin.	Year Ended 6/30/2019 Totals
	<u>Speedway</u>	<u>Facilities</u>			
Total revenues	\$ 238,696	\$ 776,565	\$ 1,360,815	\$ 11,948	\$ 2,388,024
Expenses:					
Direct Expo Center expenses	221,147	479,859	851,890	-	1,552,896
General and administrative expenses	-	-	-	1,179,246	1,179,246
Total direct Expo Center expenses	<u>221,147</u>	<u>479,859</u>	<u>851,890</u>	<u>1,179,246</u>	<u>2,732,142</u>
Net income (loss) from operations	<u>17,549</u>	<u>296,706</u>	<u>508,925</u>	<u>(1,167,298)</u>	<u>(344,118)</u>
Net income (loss) for the year ended	<u>\$ 17,549</u>	<u>\$ 296,706</u>	<u>\$ 508,925</u>	<u>\$ (1,167,298)</u>	<u>\$ (344,118)</u>

<u>Expo Center Operations</u>	Year Ended 6/30/2018	Year Ended 6/30/2018	Year Ended 6/30/2018 Grand Arena	Year Ended 6/30/2018 General and Admin.	Year Ended 6/30/2018 Totals
	<u>Speedway</u>	<u>Facilities</u>			
Total revenues	\$ 266,643	\$ 716,965	\$ 1,197,964	\$ 11,303	\$ 2,192,875
Expenses:					
Direct Expo Center expenses	232,225	492,846	649,075	-	1,374,146
General and administrative expenses	-	-	-	1,215,688	1,215,688
Total direct Expo Center expenses	<u>232,225</u>	<u>492,846</u>	<u>649,075</u>	<u>1,215,688</u>	<u>2,589,834</u>
Net income (loss) from operations	<u>34,418</u>	<u>224,119</u>	<u>548,889</u>	<u>(1,204,385)</u>	<u>(396,959)</u>
Net income (loss) for the year ended	<u>\$ 34,418</u>	<u>\$ 224,119</u>	<u>\$ 548,889</u>	<u>\$ (1,204,385)</u>	<u>\$ (396,959)</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
JUNE 30, 2019

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 June 30, 2019 amounted to \$6,577,310. 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 June 30, 2019. It is the accounting policy of the CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2019 annual audit.

Capital Projects Operations

The capital projects fund reflects expenditures for capital improvements and operational costs. Operational costs include Board and staff salaries, professional services and miscellaneous items.

At June 30, 2019, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>6/30/2019</u>	<u>Year Ended</u> <u>6/30/2019</u>	<u>Annual Budget</u> <u>2018-2019</u>	<u>% of Annual</u> <u>Budget</u>
Total revenues	\$ 15	\$ 1,471	\$ 1,210	122%
Expenditures				
General and administrative expenses	176,714	624,067	591,985	105%
Total expenses	176,714	624,067	591,985	105%
Net loss	\$ (176,699)	\$ (622,596)	\$ (590,775)	105%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

BALANCE SHEET
AS OF JUNE 30, 2019

		Capital Projects	Expo Center
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$	42,030	\$ 270,819
Investments		80,988	-
Accounts receivable, net		-	100,362
Prepaid insurance		-	13,256
Inventories		-	49,558
Deposits		-	3,000
Total current assets		123,018	436,995
CAPITAL ASSETS, net		-	6,577,310
Total assets	\$	123,018	\$ 7,014,305
LIABILITIES AND FUND BALANCE			
CURRENT LIABILITIES:			
Accounts payable		95,818	94,952
Sales tax payable		-	7,213
Advance rental payments		-	138,220
Security deposits		-	57,152
Total current liabilities		95,818	297,537
FUND BALANCE:			
Fund balance		27,200	6,716,768
Total liabilities and fund balance	\$	123,018	\$ 7,014,305

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

STATEMENT OF OPERATIONS
FOR THE MONTH AND YEAR ENDED JUNE 30, 2019

	CAPITAL PROJECTS				EXPO CENTER				
	MONTH ENDED	YEAR ENDED	2018-2019 ANNUAL	% OF ANNUAL	MONTH ENDED	YEAR ENDED	2018-2019 ANNUAL	% OF ANNUAL	
	6/30/2019	6/30/2019	BUDGET	BUDGET	6/30/2019	6/30/2019	BUDGET	BUDGET	
REVENUES:									
Expo center revenues	\$ -	\$ -	\$ -		\$ 256,201	\$ 2,388,024	\$ 1,980,930	121%	
Other revenues	15	1,471	1,210	122%	-	-	-		
Total revenues	15	1,471	1,210	122%	256,201	2,388,024	1,980,930	121%	
EXPENDITURES:									
Operating expenses	-	-	-		164,863	1,552,896	1,270,100	122%	
General and administrative expenses	176,714	624,067	591,985	105%	91,969	1,179,246	1,184,975	100%	
Total expenses	176,714	624,067	591,985	105%	256,832	2,732,142	2,455,075	111%	
EXCESS OF EXPENDITURES OVER REVENUES	(176,699)	(622,596)	(590,775)	105%	(631)	(344,118)	(474,145)	73%	
OTHER FINANCING SOURCES, NET	65,669	486,636	591,985	82%	34,331	453,171	474,145	96%	
(EXCESS OF EXPENDITURES OVER REVENUES AND OTHER FINANCING SOURCES)/EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES	(111,030)	(135,960)	\$ 1,210		33,700	109,053	\$ -		
Fund balance, beginning	138,230	163,160			6,683,068	6,607,715			
Fund balance, ending	\$ 27,200	\$ 27,200			\$ 6,716,768	\$ 6,716,768			

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

INDUSTRY HILLS EXPO CENTER
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2019

		AMOUNT
CASH FLOWS FROM OPERATING ACTIVITIES		
	Net loss before transfers and other credits	\$ (344,118)
	Adjustments to reconcile net loss to net cash used	
	in operating activities:	
	Change in operating assets and liabilities	
	Accounts receivable, net	5,891
	Prepaid insurance	(3,534)
	Inventories	12,720
	Accounts payable	(43,037)
	Sales tax payable	(8,548)
	Advance rental payments	(40,078)
	Security deposits	(17,566)
	Net cash used in operating activities	(438,270)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES		
	Other financing sources	453,171
NET CHANGE IN CASH		
		14,901
	Cash at July 1, 2018	255,918
	Cash at June 30, 2019	\$ 270,819

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR ENDED JUNE 30, 2019 AND 2018

	MONTH ENDED 6/30/2019	YEAR ENDED 6/30/2019	ANNUAL BUDGET 2018-2019	% OF ANNUAL BUDGET	MONTH ENDED 06/30/2018	YEAR ENDED 06/30/2018
Expo Center Operations						
Revenues						
Facilities rentals	\$ 34,334	\$ 357,247	\$ 300,225	119%	\$ 28,883	\$ 326,217
Facilities rentals - bar sales	31,130	322,324	284,470	113%	21,108	306,526
Facilities - security	6,697	58,243	53,655	109%	4,751	50,955
Facilities - food	1,259	20,322	20,845	97%	971	18,955
Facilities - insurance	1,400	16,000	13,440	119%	1,300	14,200
Facilities - other	27	2,429	595	408%	-	112
Grand Arena - special events rentals	15,125	221,589	128,625	172%	23,935	159,935
Grand Arena - outdoor arena rentals	2,050	6,950	3,990	174%	-	5,800
Grand Arena - show barn stall rentals	1,120	44,688	46,410	96%	-	46,754
Grand Arena - shaving sales	-	9,961	5,180	192%	-	5,700
Grand Arena - security	14,275	133,065	63,410	210%	38,123	99,654
Grand Arena - trailer parking	2,155	15,760	12,890	122%	-	10,820
Grand Arena - bar sales	20,411	445,608	451,090	99%	93,506	531,131
Grand Arena - food	25,032	157,821	104,165	152%	24,926	121,557
Grand Arena - parking	20,590	202,711	154,590	131%	-	-
Grand Arena - other	19,764	122,662	50,635	242%	41,506	216,613
Speedway - Merchandise	2,389	6,990	9,585	73%	2,016	8,347
Speedway - Bar	9,733	47,986	53,030	90%	10,742	47,030
Speedway - Prize Money	7,160	34,743	39,140	89%	5,440	38,803
Speedway - General Admission	15,826	65,862	69,495	95%	22,086	72,986
Speedway - Concessions	8,631	37,663	42,465	89%	10,450	40,454
Speedway - Parking	4,205	16,625	19,725	84%	4,500	17,688
Speedway - Other	12,528	28,827	43,695	66%	2,410	41,335
G&A- Other	360	11,948	9,580	125%	1,423	11,303
Total revenues	256,201	2,388,024	1,980,930	121%	338,076	2,192,875
Expo expenses						
Cost of sales	15,007	197,667	163,490	121%	36,087	191,486
Bar supplies	434	6,850	23,450	29%	-	23,604
Promotional banquet	-	7,222	18,760	38%	623	13,557
Feed	-	1,750	-	0%	-	300
Contract labor/wages	44,251	714,986	593,775	120%	89,593	622,028
Furniture/fixtures & equipment	2,951	20,852	8,650	241%	190	6,891
Facilities - insurance	1,800	18,100	-	0%	-	14,901
Miscellaneous	1,600	9,692	6,090	159%	2,000	5,981
Promotional	2,074	21,361	46,200	46%	5,717	34,901
Property maintenance	6,911	23,310	8,135	287%	150	(1,561)
Repairs and maintenance	-	3,626	2,000	181%	-	2,801
Sales tax	-	(55)	445	-12%	-	-
Security - Grand Arena	12,600	120,138	77,300	155%	41,379	95,629
Security - Facilities	6,313	66,822	42,350	158%	2,953	59,206
Security - Speedway	4,937	17,255	14,725	117%	8,789	16,005
Shavings	-	5,788	5,390	107%	-	4,787
Supplies	9,246	62,778	58,840	107%	9,363	55,536
Equipment rental	2,685	12,353	3,485	354%	1,650	5,174
Special event concessions	12,874	66,590	40,530	164%	16,413	50,619
Bad debt	1,500	16,855	-	0%	-	6,000
Speedway- Concessions	3,980	15,891	17,510	91%	(3,220)	14,367
Speedway- Merchandise	-	7,021	8,705	81%	-	4,086
Speedway- Insurance	1,038	15,342	14,900	103%	10,614	25,851
Speedway - Prize money	11,480	57,722	52,365	110%	7,250	48,410
Speedway- Outside services/contract labor	23,182	62,980	63,005	100%	18,994	73,587
Total Expo expenses	164,863	1,552,896	1,270,100	122%	248,545	1,374,146
Operating income before direct						
G & A and CRIA indirect expenses	91,338	835,128	710,830	117%	89,531	818,729

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR ENDED JUNE 30, 2019 AND 2018

	MONTH ENDED 6/30/2019	YEAR ENDED 6/30/2019	ANNUAL BUDGET 2018-2019	% OF ANNUAL BUDGET	MONTH ENDED 06/30/2018	YEAR ENDED 06/30/2018
Expo Center Operations						
Direct general and administrative expenses						
Office supplies	-	800	3,745	21%	-	5,103
Travel and meetings	142	1,245	2,265	55%	-	2,456
Dues, subscriptions, books, etc.	416	8,696	4,765	182%	1,087	7,689
Equipment rental/lease	703	14,088	6,570	214%	681	9,205
Employee training	-	-	1,000	0%	-	-
Furniture/fixtures & equipment	-	963	11,075	9%	250	3,940
Advertising/printing	-	1,763	100	1763%	-	76
Telephone	1,858	17,232	17,585	98%	1,642	17,108
Postage	519	4,125	4,170	99%	99	2,411
Miscellaneous	2,990	26,652	14,965	178%	2,358	21,699
Professional services	37,260	295,521	253,980	116%	25,759	257,920
Repairs and equipment	363	12,841	28,035	46%	-	10,073
Vehicle expenses	1,565	61,624	40,055	154%	7,069	29,966
Insurance and bonds	1,008	4,032	12,095	33%	-	-
Supplies	4,290	42,720	47,695	90%	4,700	47,284
Contract labor/administrative wages	25,719	423,019	444,790	95%	49,712	524,523
Property maintenance	436	97,694	138,285	71%	8,797	120,722
Utilities	14,700	166,231	153,800	108%	14,690	155,503
Total direct general and administrative expenses	91,969	1,179,246	1,184,975	100%	116,844	1,215,688
EXCESS OF EXPENDITURES OVER REVENUES	\$ (631)	\$ (344,118)	\$ (474,145)	73%	\$ (27,313)	\$ (396,959)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
CITY OF INDUSTRY

Schedule 2

CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES AND EXPENDITURES
FOR THE MONTH AND YEAR ENDED JUNE 30, 2019

	MONTH ENDED 6/30/2019	YEAR ENDED 6/30/2019	ANNUAL BUDGET 2018-2019	% OF ANNUAL BUDGET
REVENUES				
Other revenues	\$ 15	\$ 1,471	\$ 1,210	122%
GENERAL AND ADMINISTRATIVE EXPENSES				
Salaries - board	2,836	32,614	34,760	94%
Payroll taxes	-	-	925	0%
Miscellaneous	-	-	500	0%
Travel and meeting	-	107	-	0%
Medicare/disability	41	482	500	96%
PARS - ARS	106	1,223	1,300	94%
Legal	-	-	5,000	0%
Professional services	27,380	111,913	145,000	77%
Vehicle expenses	495	5,985	6,000	100%
Advertising and Printing	-	-	2,000	0%
General engineering	-	-	30,000	0%
Property maintenance	127,085	407,844	320,000	127%
Furniture, Equipment & Fixtures	-	19,511	-	0%
Insurance and bonds	-	24,807	45,000	55%
Utilities	18,771	19,581	1,000	1958%
Total general and administrative expenses	176,714	624,067	591,985	105%
EXCESS OF EXPENDITURES OVER				
REVENUES	\$ (176,699)	\$ (622,596)	\$ (590,775)	105%

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.4



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Chairman Hartmann and Members of the Board

FROM: Troy Helling, Executive Director *TH*

STAFF: Joshua Nelson, CRIA Engineer *JN*
Philip De Jong, Field Operations Project Manager, CNC Engineering *PD*

DATE: September 11, 2019

SUBJECT: Consideration of a Maintenance Services Agreement with West Coast Arborists, Inc. for work at the Expo Center for an amount of \$15,000.00 (MP 01-34)

Background:

Vacant Condo C at 16000 Temple Avenue was recently inspected by Elite Group Inspections. The inspection report noted tree limbs resting on the fascia/roof of Condo C, and the severity of the overgrown canopies of all the adjacent trees. After further inspection, the trees are located on City-owned Expo property, managed by CRIA.

Discussion:

West Coast Arborists provided a bid to remove several hazardous trees and trim the remaining trees in that area. The overgrown trees overhang onto a portion of the property of the four condos located at 16000 Temple Avenue, Units A, B, C, & D. Moreover, a majority of these overgrown trees overhang the trailers used by the Sheriff's Department and Expo Center access roads and must be trimmed back.

Fiscal Impact:

The fiscal impact is \$15,000.00 (Account No. 360-800-5068).

Recommendation:

It is hereby recommended that the Board approve the Agreement with West Coast Arborists in the amount of \$15,000.00.

Exhibit:

A. Maintenance Services Agreement with West Coast Arborists, Inc., dated September 11, 2019

TH/JN/UJ:jv

EXHIBIT A

Maintenance Services Agreement with West Coast Arborists, Inc., dated September 11,
2019

CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY
MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of September 11, 2019 (“Effective Date”), between the CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY, a public body (“CRIA”) and West Coast Arborists, 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 September 11, 2020, 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 tree pruning services at, serving a municipal agency.

(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 Manager 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 a lump sum amount not to exceed Fifteen Thousand Dollars (\$15,000.00) 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.

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: West Coast Arborists, Inc.
2200 E. Via Burton Street
Anaheim, CA 92806
Attention: Victor Gonzalez

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”
West Coast Arborists, Inc.

By: _____
Troy Helling, Executive Director

By: _____
Victor Gonzalez, Vice 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 | Insurance Requirements |

EXHIBIT A

SCOPE OF SERVICES

Contractor shall provide all labor, expertise, materials, and equipment necessary to prune and remove dead trees and one large eucalyptus tree At 16000 Temple Avenue, as more particularly set forth in the drawing below.

Contractor shall notify Residents and Field Operations Staff before commencement of work.

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

Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, American National Standards Institute (ANSI) criteria and the standards and requirements described herein in providing tree services. All of Contractor's personnel engaged in the actual trimming of the trees shall hold, at minimum, a current ISA Certified Tree Worker credential. All other personnel (e.g. ground workers) shall have received sufficient training so as to be capable of performing their functions in a safe and proficient manner.

Contractor shall cease work in a tree if a nest is found and is determined to be active, unless given written permission by CRIA.

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

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

EXHIBIT B

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.