
Civic-Recreational-Industrial Authority



Regular Meeting Agenda

July 12, 2023

9:00 a.m.

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

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

- ▶ **Agenda Items:** Members of the public may address the Authority on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a 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.

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

www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 233 362 949 799

Passcode: uyVFap

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

Or call in (audio only)

[+1 657-204-3264](tel:+16572043264), 91755806# United States, Anaheim

Phone Conference ID: 917 558 06#

Americans with Disabilities Act:

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

Agendas and other writings:

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

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

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

- 6.1 Consideration of the Register of Demands submitted by the Finance Department for July 12, 2023

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

- 6.2 Consideration of the minutes of the June 7, 2023 Regular Meeting

RECOMMENDED ACTION: Approve as submitted.

- 6.3 Consideration of the Register of Demands submitted by CNC Equestrian Management Services for the Industry Hills Expo Center for May 2023

RECOMMENDED ACTION: Receive and file.

- 6.4 Consideration of Resolution No. CRIA 2023-07, a Resolution of the Civic-Recreational-Industrial Authority, Approving Blanket Purchase Orders (“BPOs”) for Vendors Totaling \$10,000.00 and Over for FY 2023-2024

RECOMMENDED ACTION: Adopt Resolution No. CRIA 2023-07

- 6.5 Consideration of Amendment No. 2 to the Maintenance Services Agreement with A.D. Wilson, Inc., for the maintenance of underground utility substructures at the Industry Hills Expo Center, extending the term through June 30, 2024, and revising the rate schedule (MP 01-34 #1)

RECOMMENDED ACTION: *Approve Amendment No. 2*

- 6.6 Statement of Investment Policy

RECOMMENDED ACTION: *Approve the Investment Policy*

7. **ACTION ITEMS**

- 7.1 Presentation and discussion regarding the Civic-Recreational-Industrial Authority's Financial Report for April 30, 2023

RECOMMENDED ACTION: *Receive and file the report.*

- 7.2 Update on the Expo Center

RECOMMENDED ACTION: *Receive and file.*

8. **EXECUTIVE DIRECTOR COMMUNICATIONS**

9. **AB 1234 REPORTS**

10. **BOARD MEMBER COMMUNICATIONS**

11. Adjournment. Next regular meeting: Wednesday, August 9, 2023, at 9:00 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting July 12, 2023

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
121	CRIA - CAPITAL IMPROVEMENT	104,243.21
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	313,823.52
TOTAL ALL FUNDS		418,066.73

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	418,066.73
TOTAL ALL BANKS		418,066.73

APPROVED PER CITY MANAGER

Civic-Recreational-Industrial Authority
Board Meeting
July 12, 2023

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
11709	06/07/2023		L A COUNTY FIRE DEPT.	\$706.00
	Invoice	Date	Description	Amount
	FEPC2023-0520	05/25/2023	PLAN CHECK FEE - EXPO CENTER	\$706.00
11710	06/21/2023		VALLEY VISTA SERVICES, INC	\$450.00
	Invoice	Date	Description	Amount
	5230993	06/01/2023	IH RODEO STORAGE BOXES - JUNE 2023	\$450.00
11711	07/12/2023		CASC ENGINEERING AND CONSULTIN	\$318.00
	Invoice	Date	Description	Amount
	48944	05/31/2023	MND FOR EXPO CENTER BANQUET FACILITY	\$318.00
11712	07/12/2023		CINTAS CORPORATION LOC 693	\$132.00
	Invoice	Date	Description	Amount
	9225947133	06/01/2023	LEASE FEE FOR AED MACHINE - EXPO CENTER	\$132.00
11713	07/12/2023		CNC ENGINEERING	\$31,391.25
	Invoice	Date	Description	Amount
	508117	06/29/2023	EXPO CENTER - STANDARS OF FACILITIES MAINTENAI	\$10,858.75
	508106	06/29/2023	AVALON ROOM IMPROVEMENTS	\$4,630.00
	508107	06/29/2023	NEW BANQUET FACILITY AT THE EXPO CENTER	\$4,642.50
	508108	06/29/2023	EXPO CENTER ALARM SYSTEMS UPGRADES	\$4,570.00
	508109	06/29/2023	EXPO CENTER AUDIO/VIDEO UPGRADES	\$137.50
	508110	06/29/2023	MISC SITE & DRAINAGE IMPROVEMENT AT AVALON BL	\$6,552.50
11714	07/12/2023		CRIA-PAYROLL ACCOUNT	\$4,000.00

Civic-Recreational-Industrial Authority

Board Meeting

July 12, 2023

Check	Date			Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking					
	Invoice	Date	Description		Amount
	JUN-23	06/10/2023	REPLENISH PAYROLL ACCOUNT FOR JUNE 2023		\$4,000.00
11715	07/12/2023			ELEVATE PUBLIC AFFAIRS, LLC	\$6,000.00
	Invoice	Date	Description		Amount
	3279	06/05/2023	PROFESSIONAL SVC - MAY 2023		\$6,000.00
11716	07/12/2023			ESPY'S ELECTRICAL SERVICES INC.	\$305.00
	Invoice	Date	Description		Amount
	1102	06/08/2023	URGENT REPAIRS TO LOOSE BREAKER #5, #18 - GRAN		\$305.00
11717	07/12/2023			FRAZER, LLP	\$3,853.00
	Invoice	Date	Description		Amount
	183836	05/31/2023	PROFESSIONAL SVC - MAY 2023		\$3,853.00
11718	07/12/2023			GEO-ADVANTEC, INC.	\$917.50
	Invoice	Date	Description		Amount
	3504	05/31/2023	MISC SITE DRAINAGE - AVALON @ EXPO		\$917.50
11719	07/12/2023			IDS GROUP, INC.	\$8,425.53
	Invoice	Date	Description		Amount
	20X47.00-10	05/26/2023	CITY OF INDUSTRY - EXPO CENTER		\$5,040.00
	20X47.00-11	06/23/2023	DESIGN OF FIRE ALARM SYSTEM - EXPO CENTER		\$3,385.53
11720	07/12/2023			INDUSTRY SECURITY SERVICES	\$70,033.62
	Invoice	Date	Description		Amount

Civic-Recreational-Industrial Authority

Board Meeting

July 12, 2023

Check	Date			Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking					
	314	06/16/2023	06/09-06/15/23 SECURITY SVC - EXPO CENTER		\$11,566.80
	302	06/09/2023	06/02-06/08/23 SECURITY SVC - EXPO CENTER		\$11,566.80
	288	06/02/2023	05/26-06/01/23 SECURITY SVC - EXPO CENTER		\$12,393.12
	276	05/26/2023	05/19-05/25/23 SECURITY SVC - EXPO CENTER		\$11,373.30
	14-27465	03/10/2023	3/3-3/9/23 SVC SECURITY SVC - EXPO CENTER		\$5,418.00
	14-27466	03/10/2023	3/3-3/9/23 SVC SECURITY SVC - EXPO MAIN GATE		\$6,148.80
	335	06/23/2023	06/16-06/23/23 SECURITY SVC - EXPO CENTER		\$11,566.80
<hr/>					
11721	07/12/2023			IRRI-CARE PLUMBING & BACKFLOW T	\$55.00
	Invoice	Date	Description		Amount
	14369	06/13/2023	BACKFLOW TESTING - EXPO CENTER		\$55.00
<hr/>					
11722	07/12/2023			ISSA ELECTRIC, INC.	\$69,003.28
	Invoice	Date	Description		Amount
	#4-EXPO-2134	07/01/2023	MISC SITE & DRAINAGE IMPROVEMENT AT AVALON BUI		\$72,635.05
<hr/>					
11723	07/12/2023			KLINE'S PLUMBING, INC.	\$175.00
	Invoice	Date	Description		Amount
	12884	06/16/2023	UNBLOCK A FLOOR DRAIN - EXPO OFFICE & AVALON F		\$175.00
<hr/>					
11724	07/12/2023			LOCKS PLUS, INC.	\$412.08
	Invoice	Date	Description		Amount
	35666	05/24/2023	SERVICE & REPAIRS TO DOOR LOCKS - EL PATIO CAF		\$412.08
<hr/>					
11725	07/12/2023			PLACEWORKS	\$4,340.40
	Invoice	Date	Description		Amount

Civic-Recreational-Industrial Authority

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Check	Date	Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking			
	82086	05/31/2023 TECHNICAL SVC - IH EXPO CENTER BANQUET FACILIT	\$4,340.40
11726	07/12/2023	SAN GABRIEL VALLEY CONSERVATIO	\$13,616.00
	Invoice	Date Description	Amount
	20230626COI	06/26/2023 LANDSCAPE MAINT	\$13,616.00
11727	07/12/2023	SOUTHERN TIRE MART LLC - DEPT 14:	\$340.98
	Invoice	Date Description	Amount
	7070019830	06/23/2023 FRONT RIGHT TIRE PATCH - CASE 570 TRACTOR/LOAI	\$340.98
11728	07/12/2023	VORTEX INDUSTRIES, INC.	\$1,668.09
	Invoice	Date Description	Amount
	04-1675377	05/22/2023 REPAIR BARRIER GATE - EXPO CENTER	\$1,668.09
11729	07/12/2023	WEST COAST ARBORISTS, INC.	\$201,924.00
	Invoice	Date Description	Amount
	201274	06/26/2023 TREE MAINTENANCE SVC - EXPO CENTER	\$94,038.00
	200660	05/31/2023 TREE MAINTENANCE SVC - EXPO CENTER	\$107,886.00

Checks	Status	Count	Transaction Amount
Total		21	\$418,066.73

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
JUNE 7, 2023
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The Regular Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:00 a.m., in the City of Industry Council Chamber, 15651 Mayor Dave Way, California.

FLAG SALUTE

The flag salute was led by Chairman Benavidez.

AB 2449 VOTE ON EMERGENCY CIRCUMSTANCES (IF NECESSARY)

There was no need for AB 2449 vote, due to having a quorum. The webcast was then terminated.

ROLL CALL

PRESENT: Eric Benavidez, Chairman
Ronald Whittemore, Vice Chairman
Sean Lee, Board Member
Bob Lindsey, Board Member
Ronald McPeak, Board Member

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

PUBLIC COMMENTS

There were none.

CONSENT CALENDAR

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR JUNE 7, 2023

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

6.2 CONSIDERATION OF THE MINUTES OF THE MAY 10, 2023 REGULAR MEETING

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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RECOMMENDED ACTION: *Approve as submitted.*

6.3 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY CNC EQUESTRIAN MANAGEMENT SERVICES FOR THE INDUSTRY HILLS EXPO CENTER FOR APRIL 2023

RECOMMENDED ACTION: *Receive and file.*

A hand-out was provided prior to the meeting.

6.4 CONSIDERATION OF THE THIRD AMENDMENT TO THE AGREEMENT FOR EXPO CENTER MANAGEMENT SERVICES WITH CNC EQUESTRIAN MANAGEMENT SERVICES, INC., UPDATING THE BILLING RATES, THE ADDRESS OF CRIA AND GENERAL COUNSEL, AND REVISE THE INDEMNITY PROVISIONS SPECIFIC TO INDEPENDENT CONTRACTORS

RECOMMENDED ACTION: *Approve* *the*
Amendment.

MOTION BY BOARD MEMBER LINDSEY, AND SECOND BY BOARD MEMBER MCPEAK TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, LINDSEY, MCPEAK, V/C WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

ACTION ITEMS

7.1 CONSIDERATION OF RESOLUTION NO. CRIA 2023-06 – A RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY (“CRIA”) ADOPTING THE FY 2023-2024 CRIA BUDGET

RECOMMENDED ACTION: *Adopt Resolution No. CRIA 2023-06.*

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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Ryan Zhang from Frazier, LLP provided a staff report and was available to answer any questions.

MOTION BY BOARD MEMBER MCPEAK, AND SECOND BY VICE CHAIRMAN WHITTEMORE TO ADOPT RESOLUTION NO. CRIA 2023-06. MOTION CARRIED 5-0, BY THE FOLLOWING VOTE:

AYES:	BOARD MEMBERS:	LEE, LINDSEY, MCPEAK, V/C WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

7.2 PRESENTATION AND DISCUSSION REGARDING THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY'S FINANCIAL REPORT FOR MARCH 31, 2023

RECOMMENDED ACTION: *Receive and file the report.*

Dean Yamagata from Frazier, LLP provided a staff report regarding the Financial Report for March 31, 2023, and was available to answer any questions.

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

AYES:	BOARD MEMBERS:	LEE, LINDSEY, MCPEAK, V/C WHITTEMORE, C/BENAVIDEZ
NOES:	BOARD MEMBERS:	NONE
ABSENT:	BOARD MEMBERS:	NONE
ABSTAIN:	BOARD MEMBERS:	NONE

7.3 UPDATE ON THE EXPO CENTER

RECOMMENDED ACTION: *Receive and file.*

Expo Facility Ops Manager, Cory Moss provided a staff report remotely along with photos of the Monster Truck Event. The event was a huge success and they have asked to come back next year for multiple shows, one being the first week of April and

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
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again in November. A hand-out was provided at the meeting with updates for the events in April and May. Expo Facility Ops Manager, Cory Moss shared news that Misty has decided not to return to work and is going to be staying home with her new baby. Chairman Benavidez wished her well and thanked her for her service. Expo Facility Ops Manager, Cory Moss also announced an invite to the City BBQ that is scheduled for June 17th, to reveal the newly remodeled Avalon Room.

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

AYES:	BOARD MEMBERS:	LEE,	LINDSEY,	MCPEAK,	V/C
		WHITTEMORE, C/BENAVIDEZ			
NOES:	BOARD MEMBERS:	NONE			
ABSENT:	BOARD MEMBERS:	NONE			
ABSTAIN:	BOARD MEMBERS:	NONE			

EXECUTIVE DIRECTOR COMMUNICATIONS

Executive Director Nelson said the invitations were gong out this week for the BBQ on the 17th.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

Chairman Benavidez asked Board Member Lindsey if the City of La Puente was definitely going to have fireworks at this years' 4th of July event. Board Member Lindsey stated yes, along with kids' jumpers, art program, etc. all starting at 3:00 p.m. Advertising will be coming out soon. In addition, on July 3rd we are having our grand opening of a new dog park in La Puente, which will be named in honor of Congresswoman Grace Napolitano. He also thanked the City of Industry for being a major partner in these events.

ADJOURNMENT

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
REGULAR MEETING MINUTES
CITY OF INDUSTRY, CALIFORNIA
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Eric Benavidez, Chairman

Julie Gutierrez-Robles, Secretary

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.3

Backup Material will be distributed prior to Meeting

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
JULY 12, 2023

ITEM NO. 6.3
HAND-OUT ITEM

Industry Hills Expo Center

Check Detail

2023

Industry Hills Expo Center - Check Register

MAY

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
05/02/2023	17657	ANHEUSER BUSCH SALES OF AMERICA	176.00	BEVERAGE ORDER/ALCOHOL INVENTORY
05/02/2023	17658	CINTAS	1,335.64	MATS, MOPS AND UNIFORMS
05/02/2023	17659	CNC EQUESTRIAN MANAGEMENT	38,426.32	MAY PR & MONTHLY MNGMT FEE
05/02/2023	17660	F.GAVINA & SONS INC.	637.40	BEVERAGE ORDER/INVENTORY (COFFEE)
05/02/2023	17661	HARBOR DISTRIBUTING,LLC	397.10	BEVERAGE ORDER/ALCOHOL INVENTORY
05/02/2023	17662	JAM GOLF CARS	2,765.76	GOLF CART MAINTENANCE
05/02/2023	17663	JANUS PEST MANAGEMENT, INC.	90.00	PEST CONTROL
05/02/2023	17664	LOCKS PLUS	1,029.66	INSTALL DOOR CHIMES AT EXPO OFFICE
05/02/2023	17665	MRC SMART TECHNOLOGY SOLUTIONS	276.86	BLK & COLOR COPY OVERAGE
05/02/2023	17666	OS4 LABOR	1,803.07	PR W/E 042323
05/02/2023	17667	PITNEY BOWES-PURCHASE POWER	120.52	POSTAGE EXPENSE
05/02/2023	17668	SATSUMA LANDSCAPE	14,949.30	MONTHLY LANDCAPE MAINT EXPENSE-APRIL
05/02/2023	17669	TBS CLEANING SERVICE	3,730.00	MONTHLY OFFICE CLEAN & MA-042023 CONEJO KC
05/03/2023	17671	PCR CASH	5,000.00	EXTRA CHANGE FOR EVENT (MA-050523)
05/09/2023	17672	ALARMCO	210.00	FIRE ALARM SERVICE CALL CHG.
05/09/2023	17673	ANHEUSER BUSCH SALES OF AMERICA	874.75	BEVERAGE ORDER/ALCOHOL INVENTORY
05/09/2023	17674	AT&T	577.63	WIRELESS PHONE CHARGES
05/09/2023	17675	BRADY INDUSTRIES	1,947.75	CLEANING SUPPLIES AND PAPER GOODS
05/09/2023	17676	California Dept. of Tax and Fee Admin.	308.48	SALES TAX PAYMENT
05/09/2023	17677	FRONTIER COMMUNICATIONS	175.98	MONTHLY WIFI CHARGES
05/09/2023	17678	JANUS PEST MANAGEMENT, INC.	1,503.00	PEST CONTROL
05/09/2023	17679	OFFICE DEPOT	69.28	OFFICE SUPPLIES EXPENSE
05/09/2023	17680	OS4 LABOR	10,969.57	PR W/E 043023 & 050723
05/09/2023	17681	PRESTIGE WINDOW SOLUTIONS	2,639.98	DEPOSIT FOR WINDOW TINTING (AVALON & OFFICE)
05/09/2023	17682	REPUBLIC NATIONAL DISTRIBUTING COMPANY	1,509.32	BEVERAGE ORDER/ALCOHOL INVENTORY
05/09/2023	17683	SOUTHERN GLAZER'S OF CA SOUTH	10,330.15	BEVERAGE ORDER/ALCOHOL INVENTORY
05/09/2023	17684	VALLEY VISTA SERVICES	5,219.64	ROLL OFF & DUMP FEES (APRIL)
05/09/2023	17685	XEROX FINANCIAL SERVICES	770.00	MONTHLY LEASE PYMT-XEROX COPIER
05/23/2023	17687	VOID CHECK	0.00	DATA ENTRY ERROR
05/23/2023	17688	BUSINESS CONSUMER ALLIANCE	395.00	ANNUAL MEMBERSHIP FEE-2023/24
05/23/2023	17689	CINTAS	653.56	MATS, MOPS AND UNIFORMS
05/23/2023	17690	CNC EQUESTRIAN MANAGEMENT	38,551.91	MONTHLY CONTRACT MAINT. & AMEX REIMB. (MAY)
05/23/2023	17691	COUNTY OF L.A. PUBLIC HEALTH	1,844.00	ANNUAL PERMIT FEES
05/23/2023	17692	FED EX	44.95	POSTAGE EXPENSE
05/23/2023	17693	FOOTHILL VACUUM & JANITORIAL	471.24	CLEANING SUPPLIES EXPENSE
05/23/2023	17694	FRONTIER COMMUNICATIONS	677.40	MONTHLY PHONE CHARGES-OFFICE
05/23/2023	17695	HOME DEPOT	293.38	PROPERTY MAINTENANCE EXPENSE
05/23/2023	17696	INDUSTRY SECURITY SERVICES, INC.	13,485.00	EVENT SECURITY SERVICES
05/23/2023	17697	JANUS PEST MANAGEMENT, INC.	1,129.00	PEST CONTROL
05/23/2023	17698	JUAN LOPEZ	2,988.75	MONTHLY IT & CONSULTING SERVICES (APRIL)

Industry Hills Expo Center

Check Detail

2023

Industry Hills Expo Center - Check Register

MAY

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
05/23/2023	17699	OFFICE DEPOT	585.87	OFFICE SUPPLIES EXPENSE
05/23/2023	17700	OS4 LABOR	476.70	PR W/E 051423
05/23/2023	17701	ROGERS,CLEM & CO.	2,200.00	MONTHLY ACCOUNTING & CONSULTING (APRIL)
05/23/2023	17702	SO CAL GAS	14.30	MONTHLY UTILITY EXPENSE
05/23/2023	17703	SOUTHERN CALIFORNIA EDISON	14,592.39	MONTHLY UTILITY EXPENSE
05/23/2023	17704	SPARKLETTS	823.37	BEVERAGE ORDER/ALCOHOL INVENTORY
05/23/2023	17705	SYSCO	2,469.29	BEVERAGE ORDER/ALCOHOL INVENTORY
05/23/2023	17706	TBS CLEANING SERVICE	16,152.00	EVENT RR ATT. & CLEANING CREW MA-050523 (4 DAYS)
05/23/2023	17707	VALLEY VISTA SERVICES	2,606.17	3 YD FRT LOAD SERVICE (APRIL)
05/23/2023	17708	BRADY INDUSTRIES	577.85	CLEANING SUPPLIES EXPENSE
05/23/2023	17711	VOID CHECK	0.00	PRINTER JAM
05/23/2023	17712	California Dept. of Tax and Fee Admin.	3,438.00	SALES TAX PAYMENT
05/23/2023	17713	California Dept. of Tax and Fee Admin.	308.48	SALES TAX PENALTY (LATE FEE)
05/31/2023	17714	PAV-052623 CANDACE FRIEDMAM	600.00	SECURITY DEPOSIT REFUND
05/31/2023	17715	PAV-052723 ESTHER DIAZ	700.00	SECURITY DEPOSIT REFUND
05/31/2023	17716	PAV-052823 SILIVIA ZEPEDA	600.00	SECURITY DEPOSIT REFUND
05/31/2023	17717	AR-052723 BEATRIS YOUNG	300.00	SECURITY DEPOSIT REFUND
05/31/2023	17718	INDUSTRY SECURITY SERVICES, INC.	933.80	EVENT SECURITY SERVICES
05/31/2023	17719	OFFICE DEPOT	115.31	OFFICE SUPPLIES EXPENSE
05/31/2023	17720	UNITED RENTALS	2,818.45	DUCT LIFTS FOR ERECTING TENT
TOTAL			218,689.33	

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.4



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY MEMORANDUM

TO: Honorable Chair and Members of the Board
FROM: Joshua Nelson, Executive Director
STAFF: Yamini Pathak
DATE: 07/12/2023
SUBJECT: Consideration of Resolution No. CRIA 2023-07, a Resolution of the Civic-Recreational-Industrial Authority, Approving Blanket Purchase Orders ("BPOs") for Vendors Totaling \$10,000.00 and Over for FY 2023-2024

BACKGROUND

A blanket purchase order ("BPO") Vendor List is a list of all vendors with whom CRIA anticipates spending over \$10,000.00 in the fiscal year. On June 7, 2023, CRIA approved and adopted its budget for FY 2023-24 ("FY 24"). The FY 24 BPO Vendor List was developed in line with the FY 24 Adopted Budget.

DISCUSSION

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

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

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

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

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

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

Upon the approval of the CRIA Board of Directors, BPOs will be created for all vendors CRIA regularly conducts business with for supplies and equipment for FY 24.

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

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

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

BPO Vendor List for FY 24

The BPO Vendor List for FY 24, attached as Exhibit A, includes all vendors with whom CRIA regularly conducts business. The BPO amounts are estimated amounts based on historical spending levels; all BPO amounts are in line with the FY 24 Adopted Budget.

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

FISCAL IMPACT

The BPOs for all vendors listed in Exhibit A total \$240,000.00. This has been accounted for and included in the FY 24 Adopted Budget.

RECOMMENDATION

Staff recommends the CRIA Board adopt Resolution No. CRIA 2023-07, approving the BPO Vendor List for vendors totaling \$10,000.00 and over for FY 24.

Attachments

Resolution
CRIA BPOs FY24

RESOLUTION NO. CRIA 2023-07

**RESOLUTION OF THE CIVIC-RECREATIONAL-INDUSTRIAL
AUTHORITY APPROVING BLANKET PURCHASE ORDERS FOR
VENDORS TOTALING \$10,000.00 AND OVER FOR FY 2023-2024**

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

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

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

WHEREAS, on June 7, 2023, CRIA approved and adopted its budget for FY 2023-24 (“FY 24”); and

WHEREAS, the FY 24 BPO Vendor List was developed in accordance with Chapter 3.04 of the City of Industry’s Municipal Code (which applies to CRIA) as it pertains to purchasing and bidding procedures; and

WHEREAS, the FY 24 BPO Vendor List was also developed in accordance with the FY 24 Adopted Budget.

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

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

Section 2. The CRIA Board of Directors hereby approves the list of BPOs, attached hereto as Exhibit A, and incorporated herein by reference, for all vendors that total \$10,000.00 and over for FY 24.

Section 3. The CRIA Board of Directors authorizes the Executive Director, and/or his designee, to prepare and execute all BPOs identified and listed on said Exhibit A.

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

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

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Civic Recreational-Industrial Authority at a regular meeting held on July 12, 2023, by the following vote:

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

Eric Benavidez, Chairman

ATTEST:

Julie Gutierrez-Robles, Secretary

Civic-Recreational-Industrial Authority
Blanket Purchase Order Vendor List for FY 2023-24 ("FY 24")
Exhibit A
Vendors Totaling \$10,000 and Over

SERVICES

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

\$ 155,000.00

SUPPLIES

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

\$ 75,000.00

SERVICES & SUPPLIES

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

\$ 10,000.00

TOTAL CRIA	\$ 240,000.00
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CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.5



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY MEMORANDUM

TO: Honorable Chair and Members of the Board
FROM: Joshua Nelson, Executive Director
STAFF: Mathew Hudson, Engineering Manager; Dev Birla, Senior Energy Adviser, CNC Engineering
DATE: 07/12/2023
SUBJECT: Consideration of Amendment No. 2 to the Maintenance Services Agreement with A.D. Wilson, Inc., for the maintenance of underground utility substructures at the Industry Hills Expo Center, extending the term through June 30, 2024, and revising the rate schedule (MP 01-34 #1)

BACKGROUND

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

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

DISCUSSION

To properly maintain and safely operate underground utility infrastructure such as pull boxes, vaults, and unused conduits, excavating buried vaults, and cleaning accumulated debris from the vaults and conduits is an ongoing process for the Industry Hills Expo Center. The Agreement expired on June 30, 2023, and sufficient budget remains on the contract. Staff recommends extending the term through June 30, 2024, for continued inspection and maintenance, and revising the rate schedule to reflect A.D. Wilson's current rates.

FISCAL IMPACT

This item has no additional fiscal impact (Account No. 360-800-5120.01) (MP 01-34 #1).

RECOMMENDATION

It is recommended that the CRIA Board approve Amendment No. 2 to the Maintenance Services Agreement with A.D. Wilson.

Attachments

A. Amendment No. 2 to the Maintenance Services Agreement with A.D. Wilson, Inc. dated July 12, 2023

**AMENDMENT NO. 2
TO MAINTENANCE SERVICES AGREEMENT WITH
A.D. WILSON, INC.**

This Amendment No. 2 to the Maintenance Services Agreement (“Agreement”) is made and entered into this 12th day of July 2023, (“Effective Date”) between the Civic-Recreational-Industrial Authority (“CRIA”), a public body, and A.D. Wilson, Inc, a California corporation (“Contractor”). CRIA and Contractor are hereinafter collectively referred to as the “Parties.”

RECITALS

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

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

WHEREAS, the Agreement expired on June 30, 2023, and Amendment No. 2 is necessary to extend the Agreement through June 30, 2024, to allow continuing the utility substructure inspection, and to revise the rate schedule to reflect Consultant’s current rates; and

WHEREAS, for the reasons set forth herein, CRIA and Contractor desire to enter into this Amendment No. 2, as set forth below.

AMENDMENT

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

1. TERM

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

This Agreement shall commence on July 1, 2023, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2024, unless sooner terminated pursuant to the provisions of this Agreement.

Exhibit B, Rate Schedule

The Rate Schedule is hereby rescinded in its entirety, and replaced with a new Exhibit B, Rate Schedule, attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

“CRIA”

Civic Recreational Industrial Authority

“CONTRACTOR”

A.D. Wilson, Inc.

By: _____
Joshua Nelson, Executive Director

By: _____
Richard Wilson, Principal

Attest:

By: _____
Julie Gutierrez-Robles, Secretary

APPROVED AS TO FORM

By: _____
James M. Casso, General Counsel

ATTACHMENT 1

EXHIBIT B

Rate Schedule

Equipment & Labor Rental Rates

*(Large Equipment Price Includes Operator)

◆ *Vermeer Trencher T-655	\$	480.00 – Hr.
◆ *Vermeer Trencher V5750	\$	176.00 – Hr.
◆ *Hitachi 160 Excavator	\$	225.00 – Hr.
◆ *John Deere Excavator 300 GLC	\$	260.00 – Hr.
◆ *John Deere Loader 624	\$	225.00 – Hr.
◆ *John Deere Loader 544	\$	195.00 – Hr.
◆ *John Deere Backhoe 410	\$	170.00 – Hr.
◆ *Backhoe w/Wheel	\$	220.00 – Hr.
◆ *Broderson Hydrohammer	\$	150.00 – Hr.
◆ *Vermeer 3” Mole	\$	94.00 – Hr.
◆ *2000 Gallon Water Truck	\$	160.00 – Hr.
◆ *Kenworth Lowbed	\$	175.00 – Hr.
◆ *Flatbed 2 – Ton Dump	\$	105.00 – Hr.
◆ Truck 1 – Ton	\$	38.00 – Hr.
◆ Pickup ¾ Ton	\$	35.00 – Hr.
◆ 185 CFM Air Compressor	\$	45.00 – Hr.
◆ Arrow Board	\$	165.00 – Day
◆ Trench Plate	\$	28.50 – Day
◆ Jack Hammer 90 Lb.	\$	19.00 – Hr.
◆ Toyo Chipping Gun	\$	17.00 – Hr.
◆ 39” Drum AC Roller	\$	51.00 – Hr.
◆ Makita Vibratory Plate	\$	17.00 – Hr.
◆ Submersible Pump	\$	11.00 – Hr.
◆ Generator	\$	25.00 – Hr.
◆ Whacker	\$	35.00 – Hr.
◆ Welder	\$	55.00 – Hr.
◆ Powder Puff	\$	19.00 – Hr.
◆ Foreman With Truck	\$	145.00 – Hr.
◆ Operator	\$	120.00 – Hr.
◆ Teamster	\$	105.00 – Hr.
◆ Laborer	\$	100.00 – Hr.
Blower w/hose	\$	33.00 – Day
Cages	\$	27.50 – Day
Gas Detector	\$	55.00 – Day
Compaction Wheel	\$	50.00 – Hr.
Broom	\$	150.00 – Hr.

EXHIBIT A TO AMENDMENT NO. 2
PROFESSIONAL SERVICES AGREEMENT WITH A.D. WILSON INC. DATED MAY
12, 2021

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MAINTENANCE SERVICES AGREEMENT

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

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until tasks described herein are completed, but in no event later than May 12, 2022, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Contractor shall perform all Services in a manner reasonably satisfactory to CRIA and in a first-class manner in conformance with the standards of quality normally observed by an entity providing maintenance of equipment related to underground utilities, serving a public body.

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the

Political Reform Act (Government Code Section 81000 *et seq.*)). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) CRIA has not consented in writing to Contractor's performance of such work. No officer or employee of CRIA shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of CRIA. If Contractor was an employee, agent, appointee, or official of CRIA in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse CRIA for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) CRIA agrees to pay the Contractor for time & materials. Amount not to exceed Sixty Thousand Dollars (\$60,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty

(30) days of receipt of each invoice as to all non-disputed fees. If CRIA disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

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

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

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

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

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the

Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

7. OWNERSHIP OF DOCUMENTS

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

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

services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of CRIA.

8. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

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

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

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

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

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

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

11. LEGAL RESPONSIBILITIES

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

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without CRIA's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from CRIA, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within CRIA, unless otherwise required by law or court order.

(b) Contractor shall promptly notify CRIA should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within CRIA, unless Contractor is prohibited by law from informing CRIA of such Discovery, court order or subpoena. CRIA retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless CRIA is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with CRIA and to provide the opportunity to review any response to discovery requests provided by Contractor. However, CRIA's right to review any such response does not imply or mean the right by CRIA to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which

provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To CRIA:	CRIA 15625 E. Stafford, Suite 100 City of Industry, CA 91744 Attention: Executive Director
With a Copy To:	James M. Casso, General Counsel Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746
To Contractor:	A.D. Wilson, Inc. 4078 Crestview Drive Norco, CA 92860 Attention: Richard Wilson

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

CRIA and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the

provisions of this Agreement, or arising out of or relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractors, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CRIA”
Civic-Recreational-Industrial Authority

“CONTRACTOR”
A.D. Wilson, Inc.

By: 
Troy Helling, Executive Director

By: 
Richard Wilson, President

Attest:
By: 
Julie Gutierrez-Robles, Secretary

Approved as to form:

By: 
James M. Casso, General Counsel

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

EXHIBIT A

SCOPE OF SERVICES

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

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

EXHIBIT B

RATE SCHEDULE

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

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.6



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY MEMORANDUM

TO: Honorable Chair and Members of the Board
FROM: Joshua Nelson, Executive Director
STAFF: Elise Calvo, Treasurer; Joshua Nelson, Executive Director
DATE: 07/12/2023
SUBJECT: Statement of Investment Policy

BACKGROUND

Section 53646 (a)(2) of the California Government Code, states that the Treasurer or chief fiscal officer of any other local agency may annually render to his/her legislative body and any oversight committee an investment policy, that the legislative body shall consider at a public meeting.

This Agenda Item includes the Statement of Investment Policy for the City of Industry dated Fiscal Year 2023-2024, for all future investments, pursuant to Section 53601 and Section 53635 of the California Government Code.

This investment Policy serves as the foundation of the Civic-Recreational-Industrial Authority's investment goals and priorities. This policy will be reviewed regularly or at least annually to assure that it continues to meet the CRIA's portfolio goals/priorities, with the intent to protect the assets of the Civic-Recreational-Industrial Authority. The existence of an approved investment policy demonstrates that the governing body is performing its fiduciary responsibilities, thereby, inspiring trust and confidence among the public that it serves.

RECOMMENDATION

Approve the Investment Policy

Attachments

A: City of Industry Investment Policy FY 2023-2024

Fiscal Year
2023-2024

City of Industry

STATEMENT OF INVESTMENT POLICY

ELISE CALVO, CITY TREASURER

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

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CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

Effective July 13, 2023

(Supersedes All Previous Investment Policies)

1.0 Introduction. The purpose of this document is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment policy and to organize and formalize investment-related activities. Related activities which comprise good cash management include accurate cash projections, the expeditious collection of revenue, the control of disbursements, cost-effective banking relations, and arranging for a short-term borrowing program which coordinates working capital requirements and investment opportunities.

2.0 Policy. It is the policy of the City of Industry to invest public funds not required for immediate day-to-day operations in safe, liquid and medium-term investments. These investments shall yield an acceptable return while conforming to all California statutes and the City's Investment Policy.

3.0 Scope. It is intended that this policy cover the investment activities of all contingency reserves and inactive cash under the direct authority of the City and its component units including but not limited to, the City of Industry, the Successor Agency to the Industry Urban-Development Agency, the Civic-Recreational-Industrial Authority, the Industry Public Utilities Commission, the Industry Public Facilities Authority and the Industry Property and Housing Management Authority.

3.1 Pooled Investments. Investments for the City and its component units will be made on a pooled basis including, but not limited to, the City of Industry, the Successor Agency to the Industry Urban-Development Agency, the Civic-Recreational-Industrial Authority, the Industry Public Utilities Commission, the Industry Public Facilities Authority and the Industry Property and Housing Management Authority. The City's identifies the fund types involved as follows:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Project Funds
- Enterprise Funds
- Trust Funds
- Miscellaneous Special Funds
- Any new funds created by the applicable governing board, unless specifically exempted

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

3.2 Investments held separately. Investment of bond proceeds will be held separately when required by the bond indentures. Bond proceeds will be invested in accordance with the requirements stated in the bond indentures. This policy does not apply to deferred compensation plans.

4.0 Objectives. Section 53600.5 of the California Government Code outlines the primary objectives of a trustee investing public money. The primary objectives, in order of priority, of the City's investment activities shall be:

4.1. Safety. Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure preservation of capital in the overall portfolio.

4.2 Liquidity. The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

4.3 Return on investment. Investment return becomes a consideration only after the basic requirements of safety and liquidity have been met. The City Treasurer shall attempt to realize a yield on investments consistent with California statutes and the City's Investment Policy.

The City Treasurer should strive to maintain the level of investment of all contingency reserves and inactive funds as close to one hundred percent (100%) as possible. While the objectives of safety and liquidity must first be met, it is recognized that portfolio assets represent a potential source of significant revenues. It is to the benefit of the City that these assets be managed to realize a yield on investments consistent with California statutes and the City's Investment Policy.

A buy and hold strategy will generally be followed; that is, investments once made will usually be held until maturity. A buy and hold strategy will result in unrealized gains or losses as market interest rates fall or rise from the coupon rate of the investment. Unrealized gains or losses, however, will diminish as the maturity dates of the investments are approached or as market interest rates move closer to the coupon rate of the investment. A buy and hold strategy requires that the portfolio be kept sufficiently liquid to preclude the undesired sale of investments prior to maturity. Occasionally, the City Treasurer may find it advantageous to sell an investment prior to maturity, but this should only be on an exception basis and only when it is in the best interest of the City.

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

5.0 Authorized investments. The City Treasurer may invest City funds in the following investments as specified in the California Government Code Section 53601, and certain investment types are further limited to only the following specified investments.

	Investment Type	Maximum Remaining Maturity	Maximum Specified % of Portfolio	Minimum Quality Requirements	California Government Code Sections
a.	Securities of the US Government, or its agencies Including GSE debt and US Treasury Obligations	5 years	None	None	53601(b)(f) and 53601.6
b.	Negotiable certificates of deposits	5 years	30%	None	53601(1)
c.	Non-negotiable certificates of deposits	5 years	None	None	53630 et seq.
d.	Bankers Acceptances	180 days	40% and no more than 30% of any one commercial bank	None	53601(g)
e.	Commercial Paper	270 days	25% and no more than 10% of a single issuer	A-1 or higher rating from an NRSRO	53601(h)(2)(C), 53635(a)(1)
f.	Local Agency Investment Fund (LAIF)	N/A	None	None	16429.1
g.	Collateralized Bank Deposits including passbook Savings account demand deposits	5 years	None	None	53630 et. Seq and 53601 (n)
h.	Repurchase agreements	1 year	None	None	53601(j)
i.	Los Angeles County Investment Pool (California Govt. Code Section 53684)	N/A	None	None	53684
j.	It is the City of Industry's policy not to utilize Reverse Repurchase Agreements or shares of beneficial interest issued by diversified management companies (mutual funds), unless that fund is composed entirely of securities of the U.S. Government, or its agencies, and the use of such funds shall be restricted to sweep accounts. (Reverse Repurchase Agreements shall be permitted if they are assets of the Local Agency Investment Fund).				
k.	Local Agency Bonds	5 years	None	None	53601(a)

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

l.	Medium-term notes	5 years or less	30%	"A" rating category or its equivalent or better	53601(k)
m.	Registered treasury notes or bonds of any of the other 49 states in addition to California *	5 years	None	None	53601(d)
n.	Bonds, notes, warrants, or other evidence of indebtedness of a local agency within California*	5 years	None	None	53601(e)
o.	All securities authorized by the California Code, but which are not currently allowed by this investment policy, must first be approved by City Council at the time of purchase.				

* Includes but not limited to municipal bonds or other indebtedness issued by the City of Industry and/or its related Agencies.

Section 53601 of the California Government Code provides that the maximum term of any investment authorized under this section, unless otherwise stated, is five years. However, the City Council may grant express authority to make investments either specifically or as a part of an investment program approved by the City Council that exceeds the five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

5.1 Review of Investment Portfolio. The City's investment portfolio must be in compliance with Section 5.0 of this Policy at the time an investment is purchased. However, due to various reasons the portfolio may not be in compliance. The reasons for noncompliance that may arise include, but are not limited to a downgrade in a security's rating, redemptions or maturities resulting in exceeding maximum percentages of a particular investment type, fluctuation in total portfolio size, a change in the California Government Code, or subsequent update to the Investment Policy that renders investments made under previous policies noncompliant.

The Treasurer shall review the portfolios quarterly to identify any securities that are no longer in compliance. The Treasurer shall report any major and critical incidences of noncompliance to the City Manager and City Council and provide recommendations to address the noncompliant securities.

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

6.0 Reporting. Sections 53607 and 53646 of the California Government Code allows the City Council, at its discretion, to require reports meeting the standards set forth in these sections, as well as any additional information desired. Therefore, it is the policy of the City that the City Treasurer or designee appointed by the City Treasurer file a report on the investments and transactions with the City Council as described in Sections 53607 and 53646 of the California Government Code.

7.0 Selection of financial institutions and brokers/dealers. Investments shall be purchased only through well established, financially sound institutions. The City Treasurer or City Manager or their designee may maintain a list of financial institutions and broker/dealers who are approved to provide the City with investment services. This list should be updated annually by the City Treasurer to ensure compliance with this investment policy. All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions will be given a copy of the City's Investment Policy, and a return cover letter which they must sign indicating that the investment policy has been read, understood and that their investment offers will comply with this policy.

All financial institutions and broker/dealers will take direction from the City Treasurer or City Manager or their designee as it relates to the investment strategy and investment policy of the City. Any instructions will be in the form of written instructions via email or other electronic transmissions.

Qualified financial institutions and broker/dealers must supply the City Treasurer or City Manager or their designee with the following:

7.1 Financial Institutions.

- Current audited financial statements
- Depository contracts, as appropriate
- A copy of the latest FDIC call report or the latest FHLBB report, as appropriate
- Proof that commercial banks, savings banks, or savings and loan associations are state or federally chartered

7.2 Broker/Dealers.

- Current audited financial statements
- Proof that brokerage firms are members in good standing of a national securities exchange, or
- A designation as a primary government dealer by the Federal Reserve Bank.

Commercial banks, savings banks, and savings and loan associations must maintain a minimum net worth to asset ratio as provided by law (total regulatory net worth divided by total assets), and must have had positive net earnings for the last reporting period

The City is prohibited from selecting any broker/dealer that has made a campaign contribution within any consecutive 48-month period which exceeds the limitations

CITY OF INDUSTRY

STATEMENT OF INVESTMENT POLICY

contained Rule G-37 of the Municipal Securities Rulemaking Board.

8.0 Ethics and conflicts of interest. All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment recommendations and decisions. Investment officials and employees shall make all disclosures appropriate under the Fair Political Practices Act and may seek the advice of the City Attorney and the Fair Political Practices Commission whenever there is a question of personal financial or investment positions that could represent potential conflicts of interest.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 7.1



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

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

DATE: July 12, 2023

SUBJECT: Civic-Recreational-Industrial Authority April 30, 2023 Financial Report

Executive Summary:

Expo Center operations had previously been limited due to the pandemic. During the last fiscal year parts of the facilities have gone under extensive construction to update the facilities and perform needed maintenance. Some of these construction projects are still in process of completion and have slowed the reopening of the facilities to pre-pandemic levels.

Expo Center:

For the month ended April 30, 2023, the Expo Center generated revenues of \$149,757 and incurred expenses for the month of April 30, 2023 amounting to \$154,745.

For the year to date period ended April 30, 2023, the Expo Center generated revenues of \$1,110,779, which represents 89% of total budgeted revenues of \$1,251,100 and incurred total expenses amounting to \$1,833,868, which represents 77% of total budgeted expenditures of \$2,396,800. Transfers received by the Expo Center amounted to \$622,000 for the year to date period ended April 30, 2023 which represents 54% of budgeted transfers of \$1,145,700.

Capital Projects Fund:

The Fund has incurred \$89,916 of expenditures during the month of April 30, 2023 and year to date expenditures of \$1,746,938, which represents 80% of budgeted expenditures of \$2,185,000. Year to date net transfers from the City of Industry and other funds amounted to \$1,937,231, which represent 60% of net budgeted transfers of \$3,251,300.

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 April 30, 2023.

Fiscal Impact:

There is no fiscal impact as result of this action.

Recommendation:

Receive and file.

EXHIBIT A

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

April 30, 2023

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

April 30, 2023

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

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
April 30, 2023

Expo Center Operations

During the month ended April 30, 2023, there were revenues generated by the Facilities and the Grand Arena. There were five events held in the Pavilion, generating \$26,011 in revenues for Facilities. Four events were held in the Grand Arena, providing revenues of \$123,746. These events included Monster Trucks, Tjarks Agility, Conejo, and Gateway Cities.

At April 30, 2023 and , our financial statements reflect the following activity:

<u>Expo Center Operations</u>	Month Ended 4/30/2023	Year To Date 4/30/2023	Amended Budget 2022-2023	% of Amended Budget	Month Ended 04/30/2022	Year To Date 04/30/2022
Total revenues	\$ 149,757	\$ 1,110,779	\$ 1,251,100	89%	\$ 98,981	\$ 199,735
Expenses:						
Direct Expo Center expenses	57,839	740,303	994,700	74%	40,957	356,001
General and administrative expenses	96,906	1,093,565	1,402,100	78%	85,592	874,657
Total direct Expo Center expenses	154,745	1,833,868	2,396,800	77%	126,549	1,230,658
Net (loss) income from operations	(4,988)	(723,089)	(1,145,700)	63%	(27,568)	(1,030,923)
Net (loss) income	\$ (4,988)	\$ (723,089)	\$ (1,145,700)	63%	\$ (27,568)	\$ (1,030,923)

Summarized financial information by department for the month ending April 30, 2023 and :

<u>Expo Center Operations</u>	Month Ended 4/30/2023	Month Ended 4/30/2023	Month Ended 4/30/2023	Month Ended 4/30/2023	Month Ended 4/30/2023
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 26,011	\$ 123,746	\$ -	\$ 149,757
Expenses:					
Direct Expo Center expenses	-	26,697	31,142	-	57,839
General and administrative expenses	-	-	-	96,906	96,906
Total direct Expo Center expenses	-	26,697	31,142	96,906	154,745
Net (loss) income from operations	-	(686)	92,604	(96,906)	(4,988)
Net (loss) income for the month ended	\$ -	\$ (686)	\$ 92,604	\$ (96,906)	\$ (4,988)

<u>Expo Center Operations</u>	Month Ended 4/30/2022	Month Ended 4/30/2022	Month Ended 4/30/2022	Month Ended 4/30/2022	Month Ended 4/30/2022
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 28,499	\$ 70,285	\$ 197	\$ 98,981
Expenses:					
Direct Expo Center expenses	-	23,816	17,141	-	40,957
General and administrative expenses	-	-	-	85,592	85,592
Total direct Expo Center expenses	-	23,816	17,141	85,592	126,549
Net (loss) income from operations	-	4,683	53,144	(85,395)	(27,568)
Net (loss) income for the month ended	\$ -	\$ 4,683	\$ 53,144	\$ (85,395)	\$ (27,568)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
April 30, 2023

Summarized financial information by department for the year to date period ending April 30, 2023 and :

<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	4/30/2023	4/30/2023	4/30/2023	4/30/2023	4/30/2023
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 65,380	\$ 339,601	\$ 704,997	\$ 801	\$ 1,110,779
Expenses:					
Direct Expo Center expenses	18,448	337,698	384,157	-	740,303
General and administrative expenses	-	-	-	1,093,565	1,093,565
Total direct Expo Center expenses	18,448	337,698	384,157	1,093,565	1,833,868
Net (loss) income from operations	46,932	1,903	320,840	(1,092,764)	(723,089)
Net (loss) income year to date	\$ 46,932	\$ 1,903	\$ 320,840	\$ (1,092,764)	\$ (723,089)
<u>Expo Center Operations</u>	Year To Date	Year To Date	Year To Date	Year To Date	Year To Date
	4/30/2022	4/30/2022	4/30/2022	4/30/2022	4/30/2022
	Speedway	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ -	\$ 30,414	\$ 168,247	\$ 1,074	\$ 199,735
Expenses:					
Direct Expo Center expenses	(275)	180,557	175,719	-	356,001
General and administrative expenses	-	-	-	874,657	874,657
Total direct Expo Center expenses	(275)	180,557	175,719	874,657	1,230,658
Net (loss) income from operations	275	(150,143)	(7,472)	(873,583)	(1,030,923)
Net (loss) income year to date	\$ 275	\$ (150,143)	\$ (7,472)	\$ (873,583)	\$ (1,030,923)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
 FINANCIAL STATEMENTS
April 30, 2023

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 April 30, 2023 amounted to \$4,693,992. 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 April 30, 2023. It is the accounting policy of CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2023 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 April 30, 2023, our financial statements reflect the following activity:

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>4/30/2023</u>	<u>Year To Date</u> <u>4/30/2023</u>	<u>Amended Budget</u> <u>2022-2023</u>	<u>% of Amended</u> <u>Budget</u>
Total revenues	\$ 571	\$ 1,715	\$ 1,000	172%
Expenditures				
General and administrative expenses	89,916	1,746,938	2,185,000	80%
Total expenses	89,916	1,746,938	2,185,000	80%
Excess of expenditures over revenues	\$ (89,345)	\$ (1,745,223)	\$ (2,184,000)	80%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF APRIL 30, 2023

	<u>Capital Projects</u>	<u>Expo Center</u>
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	\$ 207,763	\$ 173,618
Investments	85,283	-
Accounts receivable, net	416	23,977
Prepaid insurance	-	11,242
Inventories	-	31,786
Deposits	-	3,000
Total current assets	<u>293,462</u>	<u>243,623</u>
CAPITAL ASSETS, net	<u>-</u>	<u>4,693,992</u>
Total assets	<u>\$ 293,462</u>	<u>\$ 4,937,615</u>
LIABILITIES AND FUND BALANCE		
CURRENT LIABILITIES:		
Accounts payable	\$ -	\$ 35,838
Sales tax payable	-	3,438
Advance rental payments	-	91,214
Security deposits	-	44,150
Total current liabilities	<u>-</u>	<u>174,640</u>
FUND BALANCE:		
Fund balance	<u>293,462</u>	<u>4,762,975</u>
Total liabilities and fund balance	<u>\$ 293,462</u>	<u>\$ 4,937,615</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

STATEMENT OF OPERATIONS
FOR THE MONTH AND YEAR TO DATE ENDED APRIL 30, 2023

	CAPITAL PROJECTS				EXPO CENTER			
	MONTH ENDED 4/30/2023	YEAR TO DATE 4/30/2023	2022-2023 REVISED BUDGET	% OF REVISED BUDGET	MONTH ENDED 4/30/2023	YEAR TO DATE 4/30/2023	2022-2023 REVISED BUDGET	% OF REVISED BUDGET
REVENUES:								
Expo center revenue:	\$ -	\$ -	\$ -	0%	\$ 149,757	\$ 1,110,779	\$ 1,251,100	89%
Other revenues	571	1,715	1,000	172%	-	-	-	0%
Total revenues	<u>571</u>	<u>1,715</u>	<u>1,000</u>	172%	<u>149,757</u>	<u>1,110,779</u>	<u>1,251,100</u>	89%
EXPENDITURES:								
Operating expenses	-	-	-	0%	57,839	740,303	994,700	74%
General and administrative expenses	89,916	1,746,938	2,185,000	80%	96,906	1,093,565	1,402,100	78%
Total expenses	<u>89,916</u>	<u>1,746,938</u>	<u>2,185,000</u>	80%	<u>154,745</u>	<u>1,833,868</u>	<u>2,396,800</u>	77%
EXCESS OF EXPENDITURES OVER REVENUES	(89,345)	(1,745,223)	(2,184,000)	80%	(4,988)	(723,089)	(1,145,700)	63%
OTHER FINANCING SOURCES, NET	<u>227,083</u>	<u>1,937,231</u>	<u>3,251,300</u>	60%	<u>90,000</u>	<u>622,000</u>	<u>1,145,700</u>	54%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES/(EXCESS OF EXPENDITURES OVER REVENUE AND OTHER FINANCING SOURCES)	137,738	192,008	<u>\$ 1,067,300</u>	18%	85,012	(101,089)	<u>\$ -</u>	0%
Fund balance, beginning	<u>155,724</u>	<u>101,454</u>			<u>4,677,963</u>	<u>4,864,064</u>		
Fund balance, ending	<u>\$ 293,462</u>	<u>\$ 293,462</u>			<u>\$ 4,762,975</u>	<u>\$ 4,762,975</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

INDUSTRY HILLS EXPO CENTER
 STATEMENT OF CASH FLOWS
FOR THE TEN MONTHS ENDED APRIL 30, 2023

	<u>AMOUNT</u>
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (723,089)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	1,430
Due from other funds	86,000
Prepaid insurance	(2,548)
Inventories	5,948
Accounts payable	(30,251)
Sales tax payable	(537)
Advance rental payments	(12,262)
Security deposits	7,850
Net cash used in operating activities	<u>(667,459)</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	<u>622,000</u>
NET CHANGE IN CASH	(45,459)
Cash at July 1, 2022	<u>219,077</u>
Cash at April 30, 2023	<u>\$ <u>173,618</u></u>

INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTHS AND YEARS TO DATE APRIL 30, 2023 AND 2022

Expo Center Operations	MONTH ENDED 4/30/2023	YEAR TO DATE 4/30/2023	REVISED BUDGET 2022-2023	% OF REVISED BUDGET	MONTH ENDED 04/30/2022	YEAR TO DATE 04/30/2022
Expo revenues						
Facilities rentals	\$ 12,215	\$ 156,385	\$ 221,100	71%	\$ 9,579	\$ 10,179
Facilities rentals - bar sales	11,035	146,437	179,500	82%	15,248	16,563
Facilities - security	2,215	30,810	38,200	81%	3,042	3,042
Facilities - food	-	-	1,600	0%	110	110
Facilities - insurance	300	4,700	6,000	78%	400	400
Facilities - other	-	-	-	0%	120	120
Facilities - concessions	246	1,269	-	0%	-	-
Grand Arena - special events rentals	21,500	146,100	177,200	82%	47,000	76,700
Grand Arena - outdoor arena rentals	-	-	-	0%	2,800	2,800
Grand Arena - show barn stall rentals	5,455	47,795	74,500	64%	3,525	18,595
Grand Arena - shaving sales	1,320	7,756	5,200	149%	504	3,013
Grand Arena - security	4,902	38,593	52,700	73%	-	-
Grand Arena - trailer parking	8,625	16,725	11,700	143%	2,770	4,640
Grand Arena - bar sales	23,509	251,874	180,700	139%	-	26,608
Grand Arena - food	-	-	7,300	0%	-	2,122
Grand Arena - parking	43,448	130,153	158,700	82%	11,055	28,340
Grand Arena - other	14,987	66,001	71,200	93%	2,631	5,429
Speedway - bar	-	48,272	48,300	100%	-	-
Speedway - parking	-	15,345	15,400	100%	-	-
Speedway - other	-	1,763	1,800	98%	-	-
Total revenues	149,757	1,109,978	1,251,100	89%	98,784	198,661
Direct general and administrative revenues						
G&A- Other	-	801	-	0%	197	1,074
Expo expenses						
Cost of sales	7,110	137,643	159,100	87%	3,199	14,590
Bar supplies	48	5,014	8,400	60%	402	1,260
Feed	-	71	-	0%	-	-
Contract labor/wages	37,074	454,591	624,200	73%	30,849	307,894
Furniture/fixtures & equipment	-	1,160	-	0%	-	-
Facilities - insurance	-	1,000	1,000	100%	-	1,000
Miscellaneous	587	3,134	4,800	65%	-	2,044
Promotional	-	300	600	50%	-	-
Property maintenance	-	460	1,300	35%	880	6,484
Sales tax	13	339	500	68%	-	243
Security - Grand Arena	4,763	52,209	78,500	67%	-	-
Security - Facilities	3,129	34,139	44,800	76%	1,931	1,931
Shavings	3,126	8,301	4,800	173%	496	2,751
Supplies	1,610	30,112	43,800	69%	2,650	16,510
Equipment rental	379	2,222	4,200	53%	550	550
Special event concessions	-	-	-	0%	-	1,294
Bad debt	-	9,008	18,100	50%	-	(75)
Speedway - prize money	-	-	-	0%	-	(475)
Speedway- outside services/contract labor	-	600	600	100%	-	-
Total Expo expenses	57,839	740,303	994,700	74%	40,957	356,001
Operating loss before direct G & A and CRIA indirect expenses	91,918	370,476	256,400	144%	58,024	(156,266)

INDUSTRY HILLS EXPO CENTER
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTHS AND YEARS TO DATE APRIL 30, 2023 AND 2022

<u>Expo Center Operations</u>	<u>MONTH ENDED</u> <u>4/30/2023</u>	<u>YEAR TO DATE</u> <u>4/30/2023</u>	<u>REVISED</u> <u>BUDGET</u> <u>2022-2023</u>	<u>% OF</u> <u>REVISED</u> <u>BUDGET</u>	<u>MONTH ENDED</u> <u>04/30/2022</u>	<u>YEAR TO DATE</u> <u>04/30/2022</u>
Direct general and administrative expenses						
Office supplies	-	137	-	0%	-	-
Travel and meetings	448	3,636	4,000	91%	-	-
Dues, subscriptions, books, etc.	1,671	25,985	37,100	70%	3,191	21,659
Equipment rental/lease	1,561	10,988	12,100	91%	750	8,860
Furniture/fixtures & equipment	1,030	2,525	1,500	168%	-	-
Advertising/printing	-	1,000	-	0%	-	-
Telephone	1,423	13,124	14,900	88%	1,164	11,876
Postage	121	1,256	2,100	60%	175	799
Miscellaneous	2,088	23,872	30,500	78%	1,336	8,853
Professional services	21,320	276,181	303,500	91%	26,332	242,479
Repairs and equipment	-	4,367	600	728%	-	7,363
Vehicle expenses	6,952	23,464	15,000	156%	334	15,615
Insurance and bonds	1,124	10,942	13,100	84%	1,086	10,847
Supplies	2,512	32,681	41,000	80%	2,904	20,617
Contract labor/administrative wages	30,298	344,860	486,600	71%	31,245	324,876
Property maintenance	14,949	127,303	152,900	83%	13,900	136,885
Utilities	11,409	191,244	287,200	67%	3,175	63,928
Total direct general and administrative expenses	96,906	1,093,565	1,402,100	78%	85,592	874,657
EXCESS OF EXPENDITURES OVER REVENUES	\$ (4,988)	\$ (723,089)	\$ (1,145,700)	63%	\$ (27,568)	\$ (1,030,923)

CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES AND EXPENSES
FOR THE MONTH AND YEAR TO DATE APRIL 30, 2023

REVENUES:	MONTH ENDED	YEAR TO DATE	REVISED	% OF REVISED
	4/30/2023	4/30/2023	BUDGET 2022-2023	BUDGET
Other revenues	\$ 571	\$ 1,715	\$ 1,000	172%
GENERAL AND ADMINISTRATIVE EXPENSES:				
Salaries - board	2,836	28,360	35,000	81%
Payroll taxes	-	-	5,000	0%
Life insurance, state comp, and LTC	-	-	1,000	0%
Medicare/disability	41	411	1,000	41%
PARS - ARS	107	1,064	2,000	53%
Landscaping	12,443	717,409	950,000	76%
Legal	-	11,335	11,000	103%
Professional services	12,674	180,448	211,000	86%
Accounting	95	1,254	2,000	63%
Planning, survey and design	-	635	1,000	64%
Small equipment and supplies	264	640	2,000	32%
Vehicle expenses	236	5,461	5,000	109%
General engineering	17,578	141,274	210,000	67%
Security	34,470	385,181	482,000	80%
Property maintenance	8,855	159,630	190,000	84%
Insurance and bonds	-	99,342	59,000	168%
Office expenses	317	317	1,000	32%
Utilities	-	14,177	17,000	83%
Total general and administrative expenses	89,916	1,746,938	2,185,000	80%
EXCESS OF EXPENDITURES OVER REVENUES	\$ (89,345)	\$ (1,745,223)	\$ (2,184,000)	80%

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 7.2
Verbal Presentation

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
JULY 12, 2023

ITEM NO. 7.2
HAND-OUT ITEM

UPDATE ON EXPO CENTER FOR THE MONTH OF MAY

In the month of MAY, the Expo center held 3 Pavilion events and one Avalon Garden event which totaled revenues of \$20,480.45

PAV-052623 FRIEDMAN

PAV-052723 DIAZ

PAV-052823 ZEPEDA

AG-052723 YOUNG

In the Grand arena we held the following 4 events totaling \$242,884.05

MA-050523 FERIA DEL CABALLOS ESPANOL

MA-051623 HLPUSD WHS GRAD

MA-052023 YIC TKD

MA-052423RIO HONDO GRAD

Next month we will bring you the details for the following events held in the month of JUNE:

MA-060323 SPEEDWAY

MA-061023 SPEEDWAY

MA-061423 SPEEDWAY

MA-062123 SPEEDWAY

MA-062323 BURBANK KC

Pavilion events for the month of MAY

Industry Hills

Expo Center

PAV-060323 CABADAS WED REC.

PAV-060423 MARISCAL RETIREMENT

PAV-061023 PORTILLO

PAV-061723 CAMPOS 15 ANOS

PAV-062423 CABRAL GRAD PARTY

The events held in the month of May were very well attended. Feria del Caballos is a returning event that has been held here at Expo for nearly 15 years and they hold 3-4 shows per year. YIC TKD is an international TKD tournament and has been held at the Expo center for close to 20 years. We also held the Workman High school graduation ceremony in May and that event has also been held here at Expo for 15 years or more. The Rio Hondo Nursing program graduation was back for its 2nd year and the program loves the venue and is looking to continue their graduations here.

In the banquets, it was brought to my attention that we held an event with a returning client and that their family had held multiple weddings, baby showers, milestone birthdays and quinceaneras.

I absolutely love that so many of our clients are returning and that they share their positive experiences with others. We are incredibly excited to begin sharing our newly remodeled Avalon room with our clients starting in August. I look forward to sharing the reviews with all of you.

Thank you very much, this concludes my report.

Cory Moss