Civic-Recreational-Industrial Authority



Regular Meeting Agenda March 13, 2024

9:00 a.m.

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

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

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

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

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

Meeting ID: 227 746 786 349

Passcode: 9EJeGH

<u>Download Teams</u> | <u>Join on the web</u> **Or call in (audio only)**

+1 657-204-3264,

Phone Conference ID: 278 848 887#

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)
- Roll Call
- 5. Presentations CRIA Milestone Recognition

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 March 13, 2024

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

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

RECOMMENDED ACTION:

Receive and file.

6.3 Consideration of the minutes of the February 7, 2024 special meeting

RECOMMENDED ACTION:

Approve as submitted.

6.4 Consideration of a Professional Services Agreement with KDM Meridian to provide record of survey at the Expo Center and Industry Hills, in an amount not-to-exceed \$75,000.00, through June 30, 2025

RECOMMENDED ACTION:

Approve the Agreement.

7. **ACTION ITEMS**

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

RECOMMENDED ACTION:

Receive and file the report.

7.2 Update on the Expo Center

RECOMMENDED ACTION:

Receive and file.

- 8. **PUBLIC HEARING-NONE**
- 9. CLOSED SESSION-NONE
- 10. **EXECUTIVE DIRECTOR COMMUNICATIONS**
- 11. **AB 1234 REPORTS**
- 12. **BOARD MEMBER COMMUNICATIONS**
- 13. PUBLIC COMMENTS
- 14. Adjournment. Next regular meeting: Wednesday, April 10, 2024, at 9:00 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

AUTHORIZATION FOR PAYMENT OF BILLS Board Meeting March 13, 2024

| <u>FUND</u> | DESCRIPTION | DISBURSEMENTS |
|-------------|---------------------------------------|---------------|
| 121 | CRIA - CAPITAL IMPROVEMENT | 35,324.91 |
| 360 | INDUSTRY HILLS EXPO OPERATING ACCOUNT | 200,901.56 |
| TOTAL A | ALL FUNDS | 236,226.47 |
| | | |
| BANK | DESCRIPTION | DISBURSEMENTS |
| WFCK | WELLS FARGO CHECKING | 236,226.47 |
| TOTAL A | ALL BANKS | 236,226.47 |

APPROVED PER EXECUTIVE DIRECTOR

DATE

3/7/2024

| Check | Date | | Payee Name | | Check Amount |
|----------|--------------------------|------------|--|---------------|--------------|
| | | | | , | • |
| CRIA.WF. | CHK - CRIA Wells Fargo C | hecking | | | |
| 11879 | 02/14/2024 | | VALLEY VISTA SERVI | CES, INC | \$450.00 |
| | Invoice | Date | Description | Amount | |
| | 605424 | 02/01/2024 | IH RODEO STORAGE BOXES FEB 2024 | \$450.00 | |
| 11880 | 03/13/2024 | | AL'S MECHANICAL IN | C. | \$405.00 |
| 11000 | Invoice | Date | Description | Amount | • |
| | 3564 | 04/21/2023 | REPAIR PRESSURE VALVE FOR ICE MACHINE-AVALON | \$405.00 | |
| 11881 | 03/13/2024 | | ANNEALTA GROUP | | \$80.00 |
| 11881 | | Date | Description | Amount | |
| | Invoice 3114 | 02/14/2024 | 16200 TEMPLE AVE | \$80.00 | |
| | | | CASC ENGINEERING | AND CONSULTIN | \$8,904.00 |
| 11882 | 03/13/2024 | • | | | ψο,σο-4.σο |
| | Invoice | Date | Description | Amount | |
| | 0050643 | 01/31/2024 | MND FOR EXPO CNTR BANQUET FACILITY | \$8,904.00 | |
| 11883 | 03/13/2024 | | CASSO & SPARKS, L | LP | \$4,158.00 |
| | Invoice | Date | Description | Amount | |
| | 20908 | 02/12/2024 | JULY 2023-JAN 2024 LEGAL SVC-CRIA | \$4,158.00 | |
| 11884 | 03/13/2024 | | CINTAS CORPORATIO | ON LOC 693 | \$264.00 |
| | Invoice | Date | Description | Amount | |
| | 9258048228 | 02/01/2024 | LEASE FEE FOE AED MACHINE-EXPO CNTR | \$132.00 | |
| | 9261954332 | 03/01/2024 | LEASE FEE FOR AED MACHINE-EXPO CENTER MAR 20 | \$132.00 | |
| 11885 | 03/13/2024 | - | CITY OF INDUSTRY | | \$753.73 |

| Check | Date | | Check Amount | | |
|----------|---------------------------|--------------|--|-------------|-------------|
| CRIA.WF. | CHK - CRIA Wells Fargo Ch | ecking | | | • |
| | Invoice Date | | Description | Amount | |
| | 2024-00000039 | 01/31/2024 | January 2024 Fuel Costs for Expo Center Vehicles & Equip | \$753.73 | |
| 11886 | 03/13/2024 | | CNC ENGINEERING | | \$29,268.75 |
| 11000 | Invoice | Date | Description | Amount | |
| | 509734 | 02/29/2024 | EXPO CNTR-STANDARDS OF FACILITY MAINT | \$17,393.75 | |
| | 509728 | 02/29/2024 | EXPO CENTER PATIO CAFE IMPROVEMENTS | \$360.00 | |
| | 509727 | 02/29/2024 | MISC DRAINAGE IMPROVEMENTS-AVALON BLDG | \$240.00 | |
| | 509726 | 02/29/2024 | EXPO CNTR IT INFRASTRUCTURE UPGRADES | \$2,307.50 | |
| | 509725 | 02/29/2024 | NEW BANQUET FACILITY @ EXPO CENTER | \$4,282.50 | |
| | 509724 | . 02/29/2024 | EXPO CENTER AUDIO/VIDEO UPGRADES | \$2,380.00 | |
| | 509723 | 02/29/2024 | AVALON ROOM IMPROVEMENTS (| \$2,305.00 | |
| 11887 | 03/13/2024 | | CRIA-EQUESTRIAN CENTER | | \$50,000.00 |
| | Invoice | Date | Description · | Amount | |
| | JAN-24 | 02/27/2024 | REIMBUSEMENT FOR JANUARY 2024 OPERATING COS | \$50,000.00 | |
| 11888 | 03/13/2024 | | CRIA-PAYROLL ACC | OUNT | \$4,000.00 |
| | Invoice | Date | Description | Amount | |
| | FEB-24 | 02/06/2024 | REPLENISH PAYROLL ACCT FOR FEB 2024 | \$4,000.00 | |
| 11889 | 03/13/2024 | | ELEVATE PUBLIC AF | FAIRS, LLC | \$6,000.00 |
| | Invoice | Date | Description | Amount | |
| | 3672 | 02/12/2024 | PROFESSIONAL SVC-JAN 2024 | \$6,000.00 | |
| 11890 | 03/13/2024 | ` | FRAZER, LLP | | \$3,363.00 |

| Check | k Date | | Payee Name | | Check Amount | |
|----------|--------------------------|------------|--|-------------|--------------|--|
| CRIA.WF. | CHK - CRIA Wells Fargo C | hecking | | | | |
| | Invoice | Date | Description | Amount | | |
| | 186870 | 01/31/2024 | PROFESSIONAL SVC'S-JAN 2024 | \$3,363.00 | | |
| 11891 | 03/13/2024 | | GEO-ADVANTEC, INC | · | \$4,500.00 | |
| 11051 | Invoice | Date | Description | Amount | | |
| | 3862R | 11/22/2023 | DRILLING & GEOTECHNICAL SVC'S-BANQUET @ EXPO | \$4,500.00 | | |
| 11892 | 03/13/2024 | | IDS GROUP, INC. | | \$9,256.41 | |
| 11002 | Invoice | Date | Description | Amount | | |
| | 20X47.00-18 | 01/31/2024 | FIRE ALARM SYSTEM DESIGN-EXPO CENTER | \$9,256.41 | | |
| 11893 | 03/13/2024 | | INDUSTRY SECURITY SERVICES | | \$61,473.32 | |
| | Invoice | Date | Description | Amount | | |
| | 978 | 01/26/2024 | 1/19-1/25/24 SECURITY SVC-EXPO CNTR | \$12,019.29 | | |
| • | 960 | 01/19/2024 | 1/12-1/18/24 SECURITY SVC-EXPO CNTR | \$12,737.07 | | |
| | 1023 | 02/16/2024 | 2/9-2/15/24 SECURITY SVC-EXPO CNTR | \$12,003.65 | | |
| | 1009 | 02/09/2024 | 2/2-2/8/24 SECURITY SVC-EXPO CNTR | \$11,951.08 | | |
| | 1042 | 02/23/2024 | 2/16-2/22/24 SVC-SECURITY SVC-EXPO CENTER | \$12,762.23 | | |
| 11894 | 03/13/2024 | | JANUS PEST MANAG | SEMENT | \$740.00 | |
| | Invoice | Date | Description | Amount | | |
| | 267135 | 01/05/2024 | PEST SVC-EXPO CNTR DEC 2023 | | | |
| | 265093 | 11/03/2023 | PEST SVC-EXPO CNTR OCT 2023 | \$185.00 | | |
| | 266131 | 12/06/2023 | PEST SVC-EXPO CNTR NOV 2023 | \$185.00 | | |
| | 268062 | 02/05/2024 | PEST SVC-EXPO CNTR JAN 2024 | \$185.00 | | |
| | | | | | | |

| Check | Date | | Payee Name | | Check Amount |
|----------|----------------------------|------------|---|-----------------|--------------|
| CRIA.WF. | CHK - CRIA Wells Fargo Che | ecking | | | |
| 11895 | 03/13/2024 | | MORTISE & TENON | BUILDING CORP | \$14,483.75 |
| | Invoice | Date | Description | Amount | |
| | 156250189 | 02/02/2024 | REPAIRS INTERIOR OF SHAVINGS OFFICE @ EXPO CN | \$6,984.79 | |
| | 156250192 | 02/11/2024 | REPAIR EXTERIOR WOOD PANELS-PAVILLION | \$7,498.96 | |
| 11896 | 03/13/2024 | | ROGERS, ANDERSO | N, MALODY & SCC | \$2,500.00 |
| | Invoice | Date | Description | Amount | |
| | 74347 | 01/31/2024 | CRIA AUDIT SVC-FY 22/23 | \$2,500.00 | |
| 11897 | 03/13/2024 | | SAN GABRIEL VALLI | EY CONSERVATIO | \$19,504.00 |
| | Invoice | Date | Description | Amount | |
| | 20240119 COI | 02/01/2024 | LANDSCAPE SVC-TRAIL MAINT | \$19,504.00 | |
| 11898 | 03/13/2024 | | SANITATION DISTRIC | CTS OF LOS ANGE | \$14,963.01 |
| | Invoice | Date | Description | Amount | |
| | 8247013908-023 | 02/14/2024 | WASTEWATER SVC FY-23/24 CRIA | \$14,963.01 | |
| 11899 | 03/13/2024 | | VALLEY VISTA SERV | TICES, INC | \$450.00 |
| | Invoice | Date | Description | Amount | |
| | 000605424 | 02/01/2024 | IH RODEO STORAGE BOXES-FEB 2024 | \$450.00 | |
| 11900 | 03/13/2024 | | VENEKLASEN ASSO | CIATES, INC. | \$709.50 |
| | Invoice | Date | Description | Amount | |
| | 73626 | 01/31/2024 | DESIGN SVC-EXPO CNTR GRAND ARENA A/V UPGRAD | \$709.50 | |

Check

Date

Payee Name

Check Amount

CRIA.WF.CHK - CRIA Wells Fargo Checking

| Checks | Status | Count | Transaction Amount |
|--------|--------|-------|--------------------|
| | Total | 22 | \$236,226.47 |

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2

CRIA CHECK REGISTER JANUARY 2024

Industry Hills Expo Center - Check Register

| DATE | CHECK# | PAYEE | AMOUNT | DETAILS |
|------------|--------|--|-------------|--|
| 01/02/2024 | 18128 | CINTAS | \$1,581.96 | MATS, MOPS AND UNIFORMS |
| 01/02/2024 | 18129 | CNC EQUESTRIAN MANAGEMENT | \$28,732.60 | CONTRACT LABOR. FACILITY MAINT.NOV/DEC |
| 01/02/2024 | 18130 | HOME DEPOT | \$732.38 | PROPERTY MAINT. SUPPLIES EXPENSE |
| 01/02/2024 | 18131 | OFFICE DEPOT | \$23.09 | OFFICE SUPPLIES EXPENSE |
| 01/02/2024 | 18132 | PITNEY BOWES-PURCHASE POWER | \$44.49 | POSTAGE EXPENSE |
| 01/02/2024 | 18133 | VALLEY VISTA SERVICES | \$1,259.37 | 3 YD FRT LOAD SERVICE. |
| 01/02/2024 | 18134 | AR-122323 BELINDA HERRERA | \$400.00 | SECURITY DEPOSIT REFUND |
| 01/02/2024 | 18135 | PAV-121723 SUSAN ROBERTS | \$700.00 | SECURITY DEPOSIT REFUND |
| 01/02/2024 | 18136 | AR-123023 MARIA G. LORENZO | \$400.00 | SECURITY DEPOSIT REFUND |
| 01/02/2024 | 18137 | PAV-123023 MONICA CORONA | \$700.00 | SECURITY DEPOSIT REFUND |
| 01/09/2024 | 18138 | CINTAS | \$790.98 | MATS, MOPS AND UNIFORMS |
| 01/09/2024 | | FRONTIER COMMUNICATIONS | \$175.98 | HIGH SPEED WIRELESS INTERNET SERVICE |
| 01/09/2024 | 18140 | INDUSTRY SECURITY SERVICES, INC. | \$1,150.80 | EVENT SECURITY SERVICES |
| 01/09/2024 | 18141 | JANUS PEST MANAGEMENT, INC. | \$844.00 | PEST CONTROL |
| 01/09/2024 | 18142 | OFFICE DEPOT | \$187.74 | OFFICE SUPPLIES EXPENSE |
| 01/09/2024 | 18143 | OS4 LABOR | \$2,721.18 | CONTRACT LABOR BANQUETS/ADMIN WE 1224 & 123123 |
| 01/09/2024 | 18144 | REPUBLIC NATIONAL DISTRIBUTING COMPANY | \$536.72 | BEVERAGE ORDER/ALC. INVENTORY |
| 01/09/2024 | 18145 | SATSUMA LANDSCAPE | \$8,966.16 | MONTHLY LANDSCAPE MAINT,-DEC |
| 01/09/2024 | 18146 | SOCAL INDUSTRIES | \$366.83 | EQUIPMENT RENTAL-ARENA EVNTS |
| 01/09/2024 | • * | SPARKLETTS | \$138.41 | WATER AND WATER COOLER RENTAL FOR OFFICE |
| 01/09/2024 | 18148 | SYSCO | \$746.19 | BEV. ORDER, PAPER AND PLASTIC SUPPLIES/ALC. INV. |
| 01/15/2024 | 18149 | VOID CHECK | \$0.00 | DATA ENTRY ERROR |
| 01/16/2024 | 18150 | INDUSTRIAL PIPE & STEEL, LLC | \$964.58 | PROPERTY MAINT. SUPPLIES EXRP. |
| 01/16/2024 | 18151 | INDUSTRY SECURITY SERVICES, INC. | \$3,054.62 | EVENT SECURITY SERVICES |
| 01/16/2024 | 18152 | JANUS PEST MANAGEMENT, INC. | \$470.00 | PEST CONTROL |
| 01/16/2024 | | OFFICE DEPOT | \$30.00 | OFFICE SUPPLIES EXPENSE |
| 01/16/2024 | | OS4 LABOR | \$832.99 | CONTRACT LABOR BANQUETS/ADMIN WE 010724 |
| 01/16/2024 | 18155 | ROGERS,CLEM & CO. | \$2,200.00 | ACCT'G AND CONSULTING SERVICES-DEC. |
| 01/16/2024 | | SO CAL GAS | \$15.29 | MONTHLY UTILITY EXP. |
| 01/16/2024 | | SOUTHERN CALIFORNIA EDISON | \$12,643.57 | MONTHLY UTILITY EXP. |
| 01/16/2024 | 18158 | STAPLES Business Advantage | \$63.26 | OFFICE SUPPLIES EXPENSE |
| 01/16/2024 | | THE FLY GUY | \$446.58 | FLY ABATEMENT MATERIALS |
| 01/22/2024 | | CNC EQUESTRIAN MANAGEMENT | \$15,000.00 | MONTHLY MANAGEMENT FEE |
| 01/22/2024 | | CNC EQUESTRIAN MANAGEMENT | \$28,426.32 | CONTRACT LABOR-MONTHLY SALARIES EXPO/FEB. |
| 01/22/2024 | | CNC EQUESTRIAN MANAGEMENT | \$2,913.21 | REIMBURSE FOR CC PURCHASES. |
| 01/22/2024 | _ | CINTAS | \$790.98 | MATS, MOPS AND UNIFORMS |
| 01/22/2024 | | FRONTIER COMMUNICATIONS | \$735.01 | ONTHLY PHONE SERVICE-OFFICE |
| 01/22/2024 | 18165 | JANUS PEST MANAGEMENT, INC. | \$659.00 | PEST CONTROL |
| 01/22/2024 | 18166 | OS4 LABOR | \$1,197.09 | CONTRACT LABOR BANQUETS/ADMIN WE 011424 |

CRIA CHECK REGISTER JANUARY 2024

Industry Hills Expo Center - Check Register

| DATE | CHECK# | PAYEE | AMOUNT DETAILS |
|------------|--------|--|--|
| 01/22/2024 | 18167 | VOID CHECK | \$0.00 PRINTER FEED ERROR |
| 01/22/2024 | 18168 | VALLEY VISTA SERVICES | \$3,805.60 ROLL OFF AND DUMP FEES |
| 01/23/2024 | 18169 | MA-1007TBD(resch) ACORN ENGI. PICNIC | \$600.00 SECURITY DEPOSIT REFUND |
| 01/23/2024 | 18170 | PAV-011224 ROSALIA ESCALANTE | \$700.00 SECURITY DEPOSIT REFUND |
| 01/24/2024 | 18171 | California Dept. of Tax and Fee Admin. | \$3,563.00 SALES TAX PAYMENT-DEC. |
| 01/24/2024 | 18172 | INDUSTRY SECURITY SERVICES, INC. | \$834.33 EVENT SECURITY SERVICES |
| 01/24/2024 | 18173 | NJP SPORTS INC. | \$3,081.49 REPLACE DAMAGED SHADE SCREEN AT GRAND ARENA |
| 01/24/2024 | 18174 | PCR CASH | \$2,064.56 REPLENISH PETTY CASH JAN/FEB RECEIPTS |
| 01/26/2024 | 18175 | MA-102823 BATTLEGROUND EVENTS | \$434.08 SECURITY DEPOSIT REFUND |
| 01/26/2024 | 18176 | THE FLY GUY | \$1,784.63 FLY ABATEMENT MATERIALS |
| 01/30/2024 | 18177 | SPARKLETTS | \$86.95 WATER AND WATER COOLER RENTAL FOR OFFICE |
| 01/31/2024 | 18178 | CINTAS | \$1,605.24 MATS, MOPS AND UNIFORMS |
| 01/31/2024 | 18179 | JANUS PEST MANAGEMENT, INC. | \$90.00 PEST CONTROL |
| 01/31/2024 | 18180 | OFFICE DEPOT | \$307.66 OFFICE SUPPLIES EXPENSE |
| 01/31/2024 | | OS4 LABOR | \$1,887.59 CONTRACT LABOR BANQUETS/ADMIN 012124 |
| 01/31/2024 | 18182 | RANCHO JANITORIAL SUPPLIES | \$1,226.26 PAPER AND CLEANING SUPPLIES |
| 01/31/2024 | 18183 | AR-012724 ALEJANDRA GIAMMONA | \$400.00 SECURITY DEPOSIT REFUND |
| 01/31/2024 | 18184 | PAV-012724 LILIANA SARMIENTO | \$700.00 SECURITY DEPOSIT REFUND |
| 01/31/2024 | 18186 | HOME DEPOT | \$1,141.36 PROPERTY MAINT. SUPPLIES EXPENSE |
| 01/31/2024 | 18187 | INDUSTRY SECURITY SERVICES, INC. | \$4,329.89 EVENT SECURITY SERVICES |
| 01/31/2024 | 18188 | JUAN LOPEZ | \$4,001.25 IT SYSTEM SUPPORT & CONSULTING SERVICES |
| 01/31/2024 | - | MRC SMART TECHNOLOGY SOLUTIONS | \$306.82 XEROX COLOR COPIES EXPENSE/OCT-DEC. |
| 01/31/2024 | | PAV-012024 Alma Carranza | \$700.00 SECURITY DEPOSIT REFUND |
| 01/31/2024 | 18191 | MA-122823 TJARKS KEESHOND | \$185.00 SECURITY DEPOSIT REFUND |
| | | TOTAL | |
| | | IUIAL | 155,477.09 |

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.3

The Special Meeting of the Civic-Recreational-Industrial Authority of the City of Industry, California, was called to order by Chairman Eric Benavidez at 9:02 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 since there were no Board Members taking part remotely. The webcast was then terminated.

ROLL CALL

PRESENT: Eric Benavidez, Chairman

Ronald Whittemore, Vice Chairman

Bob Lindsey, Board Member

ABSENT: S

Sean Lee, Board Member

Ronald McPeak, Board Member

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

PRESENTATIONS

There were none.

CONSENT CALENDAR

6.1 CONSIDERATION OF THE REGISTER OF DEMANDS SUBMITTED BY THE FINANCE DEPARTMENT FOR FEBRUARY 7, 2024

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

6.2 CONSIDERATION OF THE MINUTES OF THE DECEMBER 13, 2023 REGULAR MEETING AND THE JANUARY 10, 2024 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 EXPOCENTER FOR DECEMBER 2023

RECOMMENDED ACTION:

Receive and file.

A handout was provided for Item No. 6.3.

Chairman Benavidez asked if there were any comments or questions. There were none.

MOTION BY BOARD MEMBER LINDSEY, AND SECOND BY VICE CHAIRMAN WHITTEMORE TO APPROVE THE CONSENT CALENDAR. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

AYES:

BOARD MEMBERS:

LINDSEY, V/C WHITTEMORE, C/BENAVIDEZ

NOES:

BOARD MEMBERS:

NONE

ABSENT:

BOARD MEMBERS:

LEE, MCPEAK

ABSTAIN:

BOARD MEMBERS: NONE

ACTION ITEMS

7.1 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALLIANCE PROJECT, INC. TO PROVIDE BUILDING COMMISSIONING SERVICES FOR THE PROPOSED NEW BANQUET FACILITY AT THE EXPO CENTER EXTENDING THE TERM THROUGH DECEMBER 31, 2025, REVISING THE SCOPE OF SERVICES, INCREASING COMPENSATION BY \$6,000.00, AND UPDATING THE ADDRESS FOR CRIA (MP 01-34 #35)

RECOMMENDED ACTION:

Approve the Amendment.

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

Chairman Benavidez asked if there were any comments or questions. There were none.

MOTION BY VICE CHAIR WHITTEMORE, AND SECOND BY BOARD MEMBER LINDSEY TO APPROVE THE AMENDMENT. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

AYES:

BOARD MEMBERS:

LINDSEY, V/C WHITTEMORE, C/BENAVIDEZ

NOES:

BOARD MEMBERS: BOARD MEMBERS:

NONE LEE, MCPEAK

ABSENT: ABSTAIN:

BOARD MEMBERS:

NONE

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

RECOMMENDED ACTION:

Receive and file the report.

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

Chairman Benavidez asked if there were any comments or questions. There were none.

MOTION BY BOARD MEMBER LINDSEY AND SECOND BY CHAIR BENAVIDEZ TO RECEIVE AND FILE THE REPORT. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

AYES:

BOARD MEMBERS:

LINDSEY, V/C WHITTEMORE, C/BENAVIDEZ

NOES:

BOARD MEMBERS:

NONE

ABSENT:

BOARD MEMBERS:

LEE, MCPEAK

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 along with a handout and was available to answer any questions.

Chairman Benavidez asked if there were any comments or questions. There were none.

MOTION BY VICE CHAIRMAN WHITTEMORE AND SECOND BY CHAIRMAN BENAVIDEZ TO RECEIVE AND FILE. MOTION CARRIED 3-0, BY THE FOLLOWING VOTE:

AYES:

BOARD MEMBERS:

LINDSEY, V/C WHITTEMORE, C/BENAVIDEZ

NOES: ABSENT: BOARD MEMBERS: BOARD MEMBERS:

LEE, MCPEAK

ABSTAIN:

BOARD MEMBERS:

NONE

NONE

PUBLIC HEARING - NONE

CLOSED SESSION - NONE

EXECUTIVE DIRECTOR COMMUNICATIONS

Executive Director, Josh Nelson thanked everyone for being here today.

AB 1234 REPORTS

There were none.

BOARD MEMBER COMMUNICATIONS

Chairman Eric Benavidez said thank you for the new shirts, they are fabulous.

ADJOURNMENT

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

| | Eric Benavidez, Chairman | |
|-----------------------------------|--------------------------|--|
| | | |
| Julie Gutierrez-Robles. Secretary | | |

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.4



CIVIC-RECREATIONAL-INDUSTRIAL

AUTHORITY

MEMORANDUM

TO:

Honorable Chair and Members of the Board

FROM:

Joshua Nelson, Executive Director

STAFF:

Mathew Hudson, Engineering Manager; Teddy Ohana, Director of Survey, CNC

Engineering

DATE:

03/13/2024

SUBJECT:

Consideration of a Professional Services Agreement with KDM Meridian to provide

record of survey at the Expo Center and Industry Hills, in an amount not-to-exceed

\$75,000.00, through June 30, 2025

BACKGROUND

In an effort to analyze and reconfigure the parcel lines throughout Industry Hills and the Expo Center, establishing a record of survey is required. Staff are seeking a qualified consultant to provide professional land survey services to assist with the preparation of a record of survey to re-establish the boundary of the City-owned parcels that comprise the Expo Center and Industry Hills sites. The scope of work includes reviewing preliminary title reports, performing research on the intended external boundary, including discussions with Staff prior to beginning field reconnaissance, and completing the boundary survey, preparation of and recordation of a record of survey.

DISCUSSION

Staff received three (3) proposals from the following professional land survey firms:

- 1. KDM Meridian \$75,000.00
- 2. Hunsaker and Associates \$95,000.00
- 3. Johnson and Frank \$200,000.00

After review, Staff determined that KDM Meridian ("KDM") is the best qualified to perform the work. Staff recommends a Professional Services Agreement with KDM through June 30, 2025 to complete the record of survey, for an amount not to exceed \$75,000.00.

FISCAL IMPACT

The fiscal impact is \$75,000.00. In the adopted fiscal year 2023-2024 General Fund budget, \$175,000.00 is approved for this work (Account No. 360-800-5120.01) (MP 01-34).

RECOMMENDATION

It is recommended that the Board approve the Professional Services Agreement with KDM.

Attachments

A. Professional Services Agreement with KDM Meridian dated March 13, 2024

CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of March 13, 2024 ("Effective Date"), between the Civic-Recreational-Industrial Authority, a public body ("CRIA"), and KDM Meridian, a California corporation ("Consultant"). CRIA and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, CRIA desires to engage Consultant to perform the services described herein, and Consultant 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 Consultant agree as follows:

1. <u>TERM</u>

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 June 30, 2025, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

- (a) Consultant 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 Consultant, 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) Consultant 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 professional land survey services, serving a public body.
- (d) Consultant 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, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant 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 Consultant'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. Consultant 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 Consultant was an employee, agent, appointee, or official of CRIA in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et. seq., the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse CRIA for any sums paid to the Consultant. Consultant 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) Consultant 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 Consultant 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 Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

- (a) CRIA agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Seventy Five Thousand Dollars (\$75,000.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.
- (b) Consultant 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. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by CRIA and Consultant at the time CRIA's written authorization is given to Consultant for the performance of said services.

(c) Consultant 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 Consultant's fees it shall give written notice to Consultant 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. 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 Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant 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 Consultant 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 Consultant shall submit an invoice to CRIA pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

- (a) Consultant 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. Consultant 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. Consultant 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 Consultant. With respect to computer files, Consultant shall make available to CRIA, at the Consultant'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. Consultant 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 Consultant in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of CRIA.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant 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 Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity other than for professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant 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 Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant.

(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, Consultant shall have an immediate duty to defend CRIA at Consultant'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 Consultant and CRIA, as to whether liability arises from the sole negligence of CRIA or its officers, employees, or agents, Consultant will be obligated to pay for CRIA's defense until such time as a final judgment has been entered adjudicating CRIA as solely negligent. Consultant 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.

8. INSURANCE

Consultant 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.

9. INDEPENDENT CONSULTANT

- (a) Consultant is and shall at all times remain as to CRIA a wholly independent Consultant and/or independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultants exclusive direction and control. Neither CRIA nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant 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. Consultant 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 Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, CRIA shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for CRIA. CRIA shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.
- (c) Consultant 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, Consultant's or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subconsultants of Consultant, service as an independent contractor. The indemnity provisions set forth in this Section 9 shall survive the termination of this Agreement, and are in addition to any other rights or remedies CRIA may have under the law.

10. <u>LEGAL RESPONSIBILITIES</u>

The Consultant 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 Consultant 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 Consultant to comply with this Section.

11. UNDUE INFLUENCE

Consultant 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 Consultant, or from any officer, employee or agent of Consultant, 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.

12. 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.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without CRIA's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, 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) Consultant shall promptly notify CRIA should Consultant, its officers, employees, agents, or subconsultants 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 Consultant is prohibited by law from informing CRIA of such Discovery, court order or subpoena. CRIA retains the right, but has no obligation, to represent Consultant 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 Consultant in such proceeding, Consultant agrees to cooperate fully with CRIA and to provide the opportunity to review any response to discovery requests provided by Consultant. 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.

14. 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 Mayor Dave Way City of Industry, CA 91744

Attention: Executive Director

With a Copy To: James M. Casso, General Counsel

Casso & Sparks, LLP

13300 Crossroads Parkway North, Suite 410

City of Industry, CA 91746

To Consultant: KDM Meridian

1340 Reynolds Avenue, Suite 110

Irvine, CA 92614

15. ASSIGNMENT

The Consultant 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 subconsultant for any services under this Agreement, Consultant shall provide CRIA with the identity of the proposed subconsultant, a copy of the proposed written contract between Consultant and such subconsultant 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 subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from CRIA for such insurance.

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

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

CRIA and Consultant 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 Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. 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.

18. 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.

19. 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.

20. 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.

21. WAIVER

The waiver by CRIA or Consultant 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 Consultant unless in writing.

22. 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.

23. <u>AUTHORITY TO EXECUTE THIS AGREEMENT</u>

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

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

| "CRIA" Civic-Recreational | -Industrial Auth | nority | | NSULTANT" I Meridian | | |
|---------------------------------------|------------------|--|----|--------------------------------|--|--|
| By: Joshua Nelson, | Executive Dire | ector | Ву | Richard Maher, President | | |
| Attest: | | | | | | |
| By: Julie Gutierrez-Robles, Secretary | | | | | | |
| Approved as to fo | orm: | | | | | |
| By: James M. Cass | o, General Co | unsel | | | | |
| Attachments: | Exhibit B | Scope of Ser Rate Schedul Insurance Re | le | | | |

EXHIBIT A

SCOPE OF SERVICES

Consultant shall provide the following professional land survey services at Industry Hills and the Expo Center:

- 1. Provide all research material, equipment, tools, personnel, and supervision as necessary to complete the record of survey.
- 2. Establish horizontal and vertical control based on the SPC (NAD83, Zone 5, Epoch 2017.50) and NAVD88 (Derived from GPS ellipsoid heights).
- 3. Provide additional intervisible control from primary control within property for future use by land surveyors and or other consultants of CRIA. The layout of these points is shown in the image below.
- 4. Provide adjustments and standards utilized to achieve accuracies for both horizontal and vertical control being set.
- 5. Provide all survey data, record maps, field notes, etc. used in preparation of Record of Survey.
- 6. Preparation of Record of Survey shall be under the supervision of a Registered Land Surveyor, as required by the Professional Land Surveyors Act.
- 7. Submit Record of Survey to both the CRIA and County of Los Angeles for review.
- 8. Obtain final approval and recordation of Record of Survey with County of Los Angeles.



EXHIBIT B

RATE SCHEDULE

| | CLASSIFICATION | HOURLY RATE |
|---|---|-------------|
| • | Principal | \$240.00 |
| • | Project Manager | \$225.00 |
| • | Project Surveyor (Survey Map/Document Review Supervision) | \$210.00 |
| • | Survey Technician (Survey Map/Document Review) | \$170.00 |
| • | Clerical / Administration / Technical Aide | \$ 95.00 |
| • | Expert Witness (4 Hour Minimum) | \$500.00 |
| • | Survey Crew (1-person) | \$200.00 |
| • | Survey Crew (2 persons) | \$280.00 |
| • | Survey Crew (3 persons) | \$360.00 |

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of CRIA, and prior to commencement of the Services, Consultant 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. Consultant 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. Consultant 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 Consultant 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. Consultant 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 Consultant 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. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Consultant 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. Consultant 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. Consultant 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 Consultant, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage provided by Consultant 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 Consultant, or CRIA will withhold amounts sufficient to pay premium from Consultant 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 Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against CRIA, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of CRIA to inform Consultant of noncompliance 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 Consultant maintains higher limits than the minimums shown above, CRIA requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CRIA.

Notice of cancellation. Consultant 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 Consultant'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. Consultant agrees to ensure that its subconsultants, subconsultants, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant 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. Consultant agrees that upon request, all agreements with Consultants, subconsultants, 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 Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, CRIA and Consultant may renegotiate Consultant'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. Consultant shall give CRIA prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 7.1



CIVIC-RECREATIONAL-INDUSTRIAL **AUTHORITY**

MEMORANDUM

TO:

Honorable Chairman and Board Members

STAFF:

Yamini Pathak, Director of Finance

Dean Yamagata, Financial Consultant - Frazer, LLP

DATE:

March 13, 2024

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

Executive Summary:

Management is continuing to book and hold events depending upon availability of the venue. Prime dates are always in demand. Management has been booking events for calendar year 2024.

Expo Center:

For the month ended January 31, 2024, the Expo Center generated revenues of \$40,431 and expenses of \$78,455 resulting in an operating loss of \$38,024.

Year to date revenues amounted to \$1,019,225, which represents approximately 84% of the budgeted revenues of \$1,215,800 for the year ended June 30, 2024.

Year to date operating expenses through January 31, 2024 amounted to \$1,404,590, which represents approximately 61% of the budgeted expenses of \$2,307,400 for the year ended June 30, 2024.

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

Year to date transfers from the Capital Project fund amounted to \$295,000 through January 31, 2024.

Capital Projects Fund:

This fund is accounting for the general operating activities of CRIA. Total budgeted expenditures for the year ended June 30, 2024 amount to \$2,189,000. The Fund has incurred \$1,195,845 of year to date expenditures through January 31, 2024 which represents approximately 55% of budgeted expenditures. Year to date transfers from the City of Industry amounted to \$1,390,706 of which \$295,000 was transferred to the Expo Center resulting in net transfers of \$1,095,706 retained in the fund.

Capital Improvement Fund:

This fund is accounting for the capital improvement projects that were budgeted at the beginning of the year. For the month ended January 31, 2024, expenditures for capital improvements amounted to \$151,288 with year to date expenditures of \$548,978. This amount represents approximately 19% of total budgeted expenditures for the year ended June 30, 2024.

Description of Reports:

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

Fiscal Impact:

There is no fiscal impact as result of this action.

Recommendation:

Receive and file.



FINANCIAL STATEMENTS

January 31, 2024

FINANCIAL STATEMENTS

January 31, 2024

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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.



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STAFF:

Yamini Pathak, Director of Finance

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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 January 31, 2024.

Fiscal Impact:

There is no fiscal impact as result of this action.

Recommendation:

Receive and file.

BALANCE SHEET AS OF JANUARY 31, 2024

| | - | Capital Projects | | Expo Center | | Capital Improvements | | Totals |
|------------------------------------|------|------------------|----|-------------|----|----------------------|------|------------|
| ASSETS CURRENT ASSETS: | | | | | | | | |
| Cash and cash equivalents | \$ | 19.774 | \$ | 87,055 | \$ | _ | \$ | 106,829 |
| Investments | , | 87,597 | | - | , | - | • | 87.597 |
| Due from other funds | | · - | | - | | 32,237 | | 32,237 |
| Accounts receivable, net | | - | | 8,966 | | - | | 8,966 |
| Prepaid insurance | | - | | 1,122 | | - | | 1,122 |
| Prepaid expenses | | - | | 43,426 | | - | | 43,426 |
| Inventories | | - | | 48,068 | | - | | 48,068 |
| Deposits | | - | | 3,000 | | - | | 3,000 |
| Total current assets | - | 107,371 | | 191,637 | | 32,237 | | 331,245 |
| CAPITAL ASSETS, net | - | = | | 14,982,486 | | | | 14,982,486 |
| Total assets | \$ = | 107,371 | \$ | 15,174,123 | \$ | 32,237 | \$: | 15,313,731 |
| LIABILITIES AND FUND BALANCE | | | | | | | | |
| CURRENT LIABILITIES: | | | | | | | | |
| Accounts payable | \$ | - | \$ | 21,984 | \$ | 95,224 | \$ | 117,208 |
| Sales tax payable | | - | | 847 | | - | | 847 |
| Due to other funds | | - | | - | | 660 | | 660 |
| Advance rental payments | | - | | 91,480 | | - | | 91,480 |
| Security deposits | _ | _ | | 44,100 | | | | 44,100 |
| Total current liabilities | - | - | | 158,411 | | 95,884 | | 254,295 |
| FUND BALANCE: | | | | | | | | |
| Fund balance | _ | 107,371 | | 15,015,712 | | (63,647) | | 15,059,436 |
| Total liabilities and fund balance | \$ | 107,371 | \$ | 15,174,123 | \$ | 32,237 | \$ | 15,313,731 |

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

| | | Captial Projec | ots | | | Expo Center | | | | | Capital Improvements | | | | | |
|---|--------------------------|------------------------------|-------------------------------|--------------------------|-------|----------------------------|---------------------------------|-----------------------------------|--------------------------|-----------------------------|------------------------------|-------------------------------|--------------------------|--|--|--|
| | MONTH ENDED 1/31/2024 | YEAR TO DATE 1/31/2024 | 2023-2024 ANNUAL BUDGET | % OF ANNUAL BUDGET | | MONTH ENDED 1/31/2024 | YEAR TO DATE 1/31/2024 | 2023-2024 ANNUAL BUDGET | % OF ANNUAL BUDGET | MONTH ENDED 1/31/2024 | YEAR TO DATE 1/31/2024 | 2023-2024 ANNUAL BUDGET | % OF ANNUAL BUDGET | | | |
| REVENUES: Expo center revenues Other revenues Total revenues | \$ - \$ 871 871 | - \$ 2,316 2,316 | 3,000 3,000 | 0% 77% 77% | s | 40,431 \$ - 40,431 | 1,019,225 \$ | 1,215,800 - 1,215,800 | 84% 0% 84% | \$ - \$ | - 8 | - | 0% 0% 0% | | | |
| EXPENDITURES: Operating expenses General and administrative expenses Total expenses | 136,788 136,788 | 1,195,845 1,195,845 | 2,189,000 2,189,000 | 0% 55% 55% | | 18,904 59,551 78,455 | 635,373 769,217 1,404,590 | 861,700 1,445,700 2,307,400 | 74% 53% 61% | 151,288 - 151,288 | 548,978 548,978 | 2,860,000 | 19% 0% 19% | | | |
| EXCESS OF EXPENDITURES OVER REVENUES | (135,917) | (1,193,529) | (2,186,000) | 55% | | (38,024) | (385,365) | (1,091,600) | 35% | (151,288) | (548,978) | (2,860,000) | 19% | | | |
| OTHER FINANCING SOURCES, NET | (75,000) | 1,095,706 | 2,936,000 | 37% | _ | 75,000 | 295,000 | 640,200 | 46% | 151,288 | 671,993 | 2,860,000 | 23% | | | |
| EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES | (210,917) | (97,823) \$ | 750,000 | -13% | | 36,976 | (90,365) \$ | (451,400) | 20% | - | 123,015 | - | 0% | | | |
| Fund balance, beginning | 318,288 | 205,194 | | | | 14,978,736 | 15,106,077 | | | (63,647) | (186,662) | | | | | |
| Fund balance, ending | \$\$ | 107,371 | | | \$ | 15,015,712 \$ | 15,015,712 | | | (63,647) | (63,647) | | | | | |

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

| | _ | AMOUNT |
|--|------|-----------|
| CASH FLOWS FROM OPERATING ACTIVITIES Net loss before transfers and other credits Adjustments to reconcile net loss to net cash used in operating activities: | \$ | (385,365) |
| Change in operating assets and liabilities: | | |
| Accounts receivable, net | | 15,655 |
| Prepaid insurance | | 7,872 |
| Prepaid expenses | | (43,426) |
| Inventories | | (12,944) |
| Accounts payable | | (16,021) |
| Sales tax payable | | (2,782) |
| Advance rental payments | | (25,288) |
| Security deposits | | (2,150) |
| Net cash used in operating activities | _ | (464,449) |
| CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES | | |
| Other financing sources | | 295,000 |
| NET CHANGE IN CASH | | (169,449) |
| Cash at July 1, 2023 | | 256,504 |
| Cash at January 31, 2024 | \$ = | 87,055 |

INDUSTRY HILLS EXPO CENTER SCHEDULE OF REVENUES AND EXPENSES FOR THE MONTH AND YEAR TO DATE ENDED JANUARY 31, 2024 AND 2023

| Expo Center Operations | MONTH E 1/31/20 | | YEAR TO DATE 1/31/2024 | ANNUAL BUDGET 2023-2024 | % OF ANNUAL BUDGET | : | MONTH ENDED 01/31/2023 | YEAR TO DATE 01/31/2023 |
|---|--------------------|------------------|---------------------------|-------------------------------|--------------------------|-----|---------------------------|----------------------------|
| Expo revenues | | | | | | | | |
| Facilities rentals | \$ | 14,392 \$ | 150,503 | | | \$ | 13,019 \$ | 122,808 |
| Facilities rentals - bar sales | | 8,763 | 130,479 | 127,70 | | | 20,390 | 110,094 |
| Facilities - security Facilities - food | | 2,598 | 28,677 | 26,90 90 | | | 3,346 110 | 22,437 877 |
| Facilities - insurance | | 600 | 5,200 | 3,90 | | | 600 | 3,600 |
| Facilities - other | | - | - | 0,00 | - 0% | | (700) | - |
| Facilities - concessions | | 146 | 804 | | - 0% | | - '- | - |
| Grand Arena - special events rentals | | 8,000 | 107,923 | 181,00 | 0 60% | | 12,000 | 100,600 |
| Grand Arena - outdoor arena rentals | | - | 4,000 | 2,80 | | | - | - |
| Grand Arena - show barn stall rentals | | 875 | 36,745 | 65,90 | | | 1,225 | 38,450 |
| Grand Arena - shaving sales | | - | 2,970 | 6,00 | | | 198 | 5,307 |
| Grand Arena - security Grand Arena - trailer parking | | 900 | 40,328 36,775 | 42,50 12,80 | | | 1 150 | 26,331 7,000 |
| Grand Arena - trailer parking Grand Arena - bar sales | | - | 251,366 | 329,80 | | | 1,150 950 | 180,165 |
| Grand Arena - food | | - | 251,500 | 7,30 | | | - | 100,103 |
| Grand Arena - parking | | 4,805 | 146,015 | 135,20 | | | _ | 79,310 |
| Grand Arena - other | | (648) | 77,381 | 51,30 | | | (13,150) | 42,396 |
| Speedway - bar | | - '- | - | 60,70 | | | | 48,272 |
| Speedway - parking | | - | - | 20,90 | | | - | 15,345 |
| Speedway - other | | - 10 101 | 4.040.400 | 2,10 | | _ | 20.420 | 1,763 |
| Total revenues | | 40,431 | 1,019,166 | 1,214,70 | 0 84% | _ | 39,138 | 804,755 |
| Direct general and administrative revenues G&A- Other | | | 59 | 1,10 | 05% | - | 29 | 779 |
| Even eveneses | | | | | | | | |
| Expo expenses Cost of sales | | 2,096 | 103,645 | 162,70 | 0 64% | | (5,115) | 109,574 |
| Bar supplies | | - | 4,683 | 6,00 | | | 116 | 4,266 |
| Feed | | - | 367 | -, | - 0% | | 71 | 71 |
| Contract labor/wages | | 8,048 | 361,224 | 537,10 | | | 91,796 | 345,654 |
| Furniture/fixtures & equipment | | 3,081 | 7,465 | (80 | 0) -933% | | 510 | 1,160 |
| Facilities - insurance | | - | 1,000 | 1,10 | 0 91% | | - | 1,000 |
| Miscellaneous | | 423 | 1,590 | 5,20 | | | (689) | 2,547 |
| Promotional | | - | 17,626 | 40 | | | - | 300 |
| Property maintenance | | 485 | 4,877 | 1,00 | | | - | |
| Repairs and maintenance | | | 546 | | - 0% | | 533 | 2,588 |
| Racer purse payout Sales tax | | 2,566 (3,823) | 56,975 504 | | - 0% - 0% | | - | 201 |
| Security - Grand Arena | | (3,023) | 2,800 | 62,70 | | | - | 39,229 |
| Security - Facilities | | 2,599 | 35,284 | 32,30 | | | 3,348 | 25,736 |
| Shavings | | - | 2,188 | 5,60 | 0 39% | | - | 4,744 |
| Supplies | | 3,062 | 22,686 | 35,60 | 0 64% | | 55 | 23,444 |
| Equipment rental | | 367 | 11,913 | 2,20 | | | (1,468) | (1,468) |
| Bad debt | | - | = | 9,90 | | | - | 9,008 |
| Speedway- outside services/contract labor | | 10.004 | | 70 | - Committee | _ | | 600 |
| Total Expo expenses | - | 18,904 | 635,373 | 861,70 | 0 74% | - | 89,157 | 568,654 |
| Operating net income before direct G & A and CRIA indirect expenses | | 21,527 | 383,852 | 354,10 | 0 108% | _ | (49,990) | 236,880 |
| Direct general and administrative expenses | | | | | | | | |
| Office supplies | | - | 3,893 | | - 0% | | _ | - |
| Travel and meetings | | - | 78 | 1,10 | 0 7% | | 800 | 2,777 |
| Dues, subscriptions, books, etc. | | 2,067 | 15,910 | 32,90 | | | 1,964 | 20,497 |
| Equipment rental/lease | | 17 | 5,622 | 12,60 | | | <u>.</u> | 6,011 |
| Furniture/fixtures & equipment | | 915 | 1,198 | 90 15,50 | | | 764 1 611 | 1,495 9,015 |
| Telephone Postage | | | 9,639 511 | 1,80 | | | 1,611 | 1,037 |
| Miscellaneous | | (4,632) | 14,132 | 26,30 | | | 1,695 | 16,408 |
| Professional services | | 21,647 | 176,175 | 364,80 | | | (43,591) | 174,568 |
| Repairs and equipment | | - | 1,668 | 9,70 | | | 2,315 | 2,571 |
| Vehicle expenses | | 5,331 | 29,640 | 15,70 | | | 4,471 | 11,967 |
| Insurance and bonds | | 1,125 | 7,870 | 14,40 | | | 1,087 | 7,607 |
| Supplies | | 3,427 | 22,395 | 42,50 | | | 2,905 | 23,326 |
| Contract labor/administrative wages | | 5,894 | 233,088 | 507,50 | | | 31,190 | 274,399 |
| Property maintenance Utilities | | 11,101 | 88,316 150,082 | 177,10 | | | 13,555 | 90,002 |
| Total direct general and | | 12,659 | 159,082 | 222,90 | <u>0</u> 71% | - | 11,179 | 154,768 |
| administrative expenses | - | 59,551 | 769,217 | 1,445,70 | 0_ 53% | _ | 29,945 | 796,448 |
| EXCESS OF EXPENDITURES OVER REVENUES | \$ | (38,024) \$ | (385,365) | \$(1,091,60 | <u>0)</u> 35% | \$_ | (79,935) \$ | (559,568) |

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

| REVENUES: | _ | MONTH ENDED 1/31/2024 | | YEAR TO DATE 1/31/2024 | | ANNUAL BUDGET 2023-2024 | % OF ANNUAL BUDGET |
|---|-----|--------------------------|-------|---------------------------|-----|-------------------------------|-----------------------|
| Other revenues | \$_ | 871 | . \$. | 2,316 | \$_ | 3,000 | 77% |
| GENERAL AND ADMINISTRATIVE EXPENDITURES: | | | | | | | |
| Salaries - board | | 3,687 | | 25,808 | | 45,000 | 57% |
| Payroll taxes | | · - | | - | | 4,000 | 0% |
| Miscellaneous | | 367 | | 336 | | - | 0% |
| Life insurance, state comp, and LTC | | - | | - | | 1,000 | 0% |
| Medicare/disability | | 53 | | 374 | | 1,000 | 37% |
| PARS - ARS | | 139 | | 968 | | 2,000 | 48% |
| Landscaping | | 20,968 | | 483,869 | | 950,000 | 51% |
| Legal | | - | | - | | 16,000 | 0% |
| Professional services | | 32,493 | | 88,195 | | 235,000 | 38% |
| Accounting | | 95 | | 844 | | 2,000 | 42% |
| Planning, survey and design | | - | | - | | 1,000 | 0% |
| Small equipment and supplies | | - | | 528 | | 1,000 | 53% |
| Vehicle expenses | | 875 | | 4,599 | | 8,000 | 57% |
| General engineering | | 5,025 | | 86,816 | | 200,000 | 43% |
| Security | | 47,180 | | 302,084 | | 491,000 | 62% |
| Property maintenance | | 21,566 | | 185,333 | | 212,000 | 87% |
| Furniture, equipment & fixtures | | - | | 1,648 | | - | 0% |
| Utilities | _ | 4,340 | | 14,443 | | 20,000 | 72% |
| Total general and administrative expenditures | _ | 136,788 | | 1,195,845 | _ | 2,189,000 | 55% |
| EXCESS OF EXPENDITURES OVER | | | | | | | |
| REVENUES | \$_ | (135,917) | \$ | (1,193,529) | \$ | (2,186,000) | 55% |

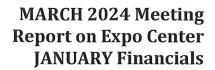
CAPTIAL IMPROVEMENT FUND SCHEDULE OF EXPENDITURES FOR THE MONTH AND YEAR TO DATE ENDED JANUARY 31, 2024

| EXPENDITURES | MC | ONTH ENDED 1/31/2024 | YEAR TO DATE 1/31/2024 | | | ANNUAL BUDGET 2023-2024 | % OF ANNUAL BUDGET | |
|--|--------|----------------------------------|---------------------------|---------------------------------------|-----|--|------------------------|--|
| Equestrian Center Capital Improvements: Planning, Survey and Design Construction Costs Small Equipment & Supplies Total expenditures | \$ | 149,911 - 1,377 151,288 | \$ | 454,707 86,089 8,182 548,978 | \$ | 1,295,000 1,450,000 115,000 2,860,000 | 35% 6% 7% 19% | |
| EXCESS OF EXPENDITURES OVER REVENUES | \$ | 151,288 | . \$ <u></u> | 548,978 | \$_ | 2,860,000 | 19% | |

ITEM NO. 7.2 Backup Material will be provided at Meeting

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY MARCH 13, 2024

ITEM NO. 7.2 HAND-OUT





For the month of January. We anticipated banquets to be minimal immediately after the holidays and we were correct. The Expo Center held 4 banquet events in the Pavilion and 2 in the Avalon room with revenues totaling \$26,499.29

Revenues from Arena events held in January totaled 13,956.25

We hosted the following 3 Grand Arena events.

MA-010624 TJARKS AGILITY WCCS MA-012024 LA CTY CHEER OFF MA-012724 TJARKS AGILITY VENTURA

Events for the month of February in the Grand Arena include: MA-020224 TJARKS AGILITY VENTURA MA-021024 TJARKS AGILITY SAMOYED MA-021724 FERIA DEL CABALLOS ESPANOL

MA-022424 SPEEDWAY GUMBALL RALLY

Banquet events for February included 3 events in the Pavilion and none in the Avalon.

While Jan. and Feb. saw very few banquet bookings, March is very busy with banquet events. April was intentionally left mostly open with the intent to perform any minor necessary maintenance or repairs to the Pavilion during that time.

We are closing in on the punch list items at the Avalon room. I look forward to bringing this project to a close soon.

LA County parks and recreation returned to the Expo center to hold their Cheer competition again on Jan. 20, 2024

This is their first time back since 2020, just prior to the pandemic. Although their numbers are fairly small as opposed to 4 years ago, their teams are growing again and they are excited for the future of the programs.

The Expo center has partnered with LA County parks and Rec for many years to help support their cheer programs.

We held 2 dog agility events in the Grand arena. In the beginning slower months of the year we usually have more canine events filling the calendar.

I look forward to reporting our February events to the board next month.

Thank you, Cory Moss