
Civic-Recreational-Industrial Authority



Regular Meeting Agenda
February 12, 2025

9:00 a.m.

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

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

< **Agenda Items:** Members of the public may address the Authority on any matter listed on the Agenda. In order to conduct a timely meeting, there will be a one-minute time limit per person for any matter listed on the Agenda. Anyone wishing to speak to the Authority is asked to complete a Speaker's Card which can be found at the back of the room and at each podium. The completed card should be submitted to the City Clerk prior to the Agenda item being called and prior to the individual being heard by the Authority.

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

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

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

Meeting ID: 249 154 828 899

Passcode: A3ch32UF

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

Or call in (audio only)

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

Phone Conference ID: 193 101 914#

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.

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

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

- 6.1 Consideration of the Register of Demands submitted by the Finance Department for February 12, 2025

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 December 2024

RECOMMENDED ACTION: *Approve the Register of Demands.*

7. **ACTION ITEMS**

- 7.1. Consideration of a Maintenance Services Agreement with Blake Air Conditioning & Service Co., Inc. for routine HVAC maintenance at various locations at the Expo Center, in an amount not-to-exceed \$60,000.00, through February 12, 2028

RECOMMENDED ACTION: *Approve the Maintenance Services Agreement.*

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

RECOMMENDED ACTION: *Receive and file the report.*

7.3 Update on the Expo Center

RECOMMENDED ACTION:

Receive and file.

8. **PUBLIC HEARINGS-NONE**

9. **CLOSED SESSION-NONE**

10. **EXECUTIVE DIRECTOR COMMUNICATIONS**

11. **AB 1234 REPORTS**

12. **BOARD MEMBER COMMUNICATIONS**

13. **PUBLIC COMMENTS**

14. Adjournment. Next regular meeting: Wednesday, March 12, 2025, at 9:00 a.m.

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.1

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY
AUTHORIZATION FOR PAYMENT OF BILLS
Board Meeting February 12, 2025

<u>FUND</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
121	CRIA - CAPITAL IMPROVEMENT	36,905.10
360	INDUSTRY HILLS EXPO OPERATING ACCOUNT	191,264.55
TOTAL ALL FUNDS		228,169.65

<u>BANK</u>	<u>DESCRIPTION</u>	DISBURSEMENTS
WFCK	WELLS FARGO CHECKING	228,169.65
TOTAL ALL BANKS		228,169.65

APPROVED PER EXECUTIVE DIRECTOR

Opshua Nelson

DATE

02/06/25

Civic-Recreational-Industrial Authority
Board Meeting
February 12, 2025

Check	Date	Payee Name		Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12120	01/15/2025	VALLEY VISTA SERVICES, INC		\$2,694.22
	Invoice	Date	Description	Amount
	1802377	01/01/2025	ORGANIC BINS LANDSCAPE MAINT- CRIA	\$2,221.72
	1802124	01/01/2025	IH RODEO STORAGE BOXES JAN 2025	\$472.50
12121	02/05/2025	INDUSTRY PUBLIC UTILITIES		\$4,755.88
	Invoice	Date	Description	Amount
	2025-00001245	01/01/2025	10/16-12/16/24 SVC-MAIN GUARD SHACK	\$116.62
	2025-00001246	01/01/2025	10/16-12/16/24 SVC-GRAND ARENA-E SIDE OF PARKINC	\$216.39
	2025-00001247	01/01/2025	10/16-12/16/24 SVC-GRAND ARENA-S SIDE OF PARKINC	\$103.70
	2025-00001248	01/01/2025	10/16-12/16/24 SVC-NEAR CAFE @ GRAND EXPO	\$209.26
	2025-00001249	01/01/2025	10/16-12/16/24 SVC-PATIO CAFE	\$69.27
	2025-00001250	01/01/2025	10/16-12/16/24 SVC-GRAND ARENA CAFE	\$315.79
	2025-00001251	01/01/2025	10/16-12/16/24 SVC-SNACK BAR @ GRAND ARENA	\$315.89
	2025-00001252	01/01/2025	10/16-12/16/24 SVC-BUILDING 4-E SIDE PLANTER AREA	\$443.25
	2025-00001253	01/01/2025	10/16-12/16/24 SVC-WATER TOWER @ PAVILION PARK	\$1,243.23
	2025-00001254	01/01/2025	10/16-12/16/24 SVC-ARENA NEAR BUNKHOUSE	\$196.49
	2025-00001255	01/01/2025	10/16-12/16/24 SVC-EXPO OFFICE	\$288.03
	2025-00001256	01/01/2025	10/16-12/16/24 SVC-BARN D	\$204.45
	2025-00001257	01/01/2025	10/16-12/16/24 SVC-DC @ BARN D	\$114.31
	2025-00001258	01/01/2025	10/16-12/16/24 SVC-BARN E	\$196.49
	2025-00001259	01/01/2025	10/16-12/16/24 SVC-DC @ BARN E	\$114.31
	2025-00001260	01/01/2025	10/16-12/16/24 SVC-BATHROOM @ BARN E	\$228.33
	2025-00001261	01/01/2025	10/16-12/16/24 SVC-HORSE TRAINING AREA BEHIND BU	\$196.49
	2025-00001262	01/01/2025	10/16-12/16/24 SVC-1ST GUARD SHACK	\$69.27
	2025-00001263	01/01/2025	10/16-12/16/24 SVC-S SIDE OF BLDG BEHIND GATED AF	\$114.31

Civic-Recreational-Industrial Authority
Board Meeting
February 12, 2025

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12122	02/12/2025		ANIMAL PEST MANAGEMENT SERVICE	\$3,000.00
	Invoice	Date	Description	Amount
	729610	12/31/2024	5 DAY VERTEBRATE SVC-EXPO CNTR	\$3,000.00
12123	02/12/2025		BLAKE AIR CONDITIONING COMPANY	\$214.00
	Invoice	Date	Description	Amount
	67846	01/16/2025	AC MAINT SVC-CRIA	\$214.00
12124	02/12/2025		CINTAS CORPORATION LOC 693	\$136.40
	Invoice	Date	Description	Amount
	9306937260	01/31/2025	LEASE FEE FOR AED MACHINE EXPO CENTER-JAN 20:	\$136.40
12125	02/12/2025		CNC ENGINEERING	\$25,356.25
	Invoice	Date	Description	Amount
	511840	01/23/2025	EXPO CENTER - STANDARDS OF FACILITIES MAINTEN	\$8,193.75
	511829	01/23/2025	PAVILION UPGRADES	\$9,152.50
	511830	01/23/2025	EXPO CENTER ALARM SYSTEM UPGRADES	\$7,410.00
	511831	01/23/2025	EXPO CENTER AUDIO/VIDEO UPGRADES	\$600.00
12126	02/12/2025		CRIA-EQUESTRIAN CENTER	\$42,000.00
	Invoice	Date	Description	Amount
	DEC-25	01/30/2025	REIMBURSEMENT FOR DECEMBER 2024 OPERATING C	\$42,000.00
12127	02/12/2025		CRIA-PAYROLL ACCOUNT	\$5,000.00
	Invoice	Date	Description	Amount
	JAN-25	01/10/2025	REPLENISH PAYROLL ACCT FOR JANUARY 2025	\$5,000.00

Civic-Recreational-Industrial Authority
Board Meeting
February 12, 2025

Check	Date		Payee Name	Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12128	02/12/2025		ELEVATE PUBLIC AFFAIRS, LLC	\$12,000.00
	Invoice	Date	Description	Amount
	4227	01/13/2025	PROFESSIONAL SVC-NOV 2024	\$6,000.00
	4228	01/13/2025	PROFESSIONAL SVC-DEC 2024	\$6,000.00
12129	02/12/2025		ESPY'S ELECTRICAL SERVICES INC.	\$4,880.00
	Invoice	Date	Description	Amount
	1565	01/22/2025	INSTALL RECEPTACLE FOR HOLIDAY MAIN GATE LIGHT	\$4,880.00
12130	02/12/2025		FRAZER, LLP	\$800.00
	Invoice	Date	Description	Amount
	191817	12/31/2024	PROFESSIONAL SVC-DEC 2024	\$800.00
12131	02/12/2025		INDUSTRY SECURITY SERVICES	\$50,735.41
	Invoice	Date	Description	Amount
	SG-ECGP-2020	01/10/2025	1/3-1/9/25 SVC-EXPO CNTR	\$12,465.60
	SG-ECGP-2021	01/17/2025	1/10-1/16/25 SVC-SECURITY SVC-EXPO CNTR	\$12,448.21
	SG-ECGP-2022	01/24/2025	1/17-1/23/25 SECURITY SVC-EXPO CNTR	\$13,356.00
	SG-ECGP-2023-A	01/31/2025	1/24-1/30/25 SECURITY SVC-EXPO CENTER	\$12,465.60
12132	02/12/2025		IRRI-CARE PLUMBING & BACKFLOW 1	\$953.92
	Invoice	Date	Description	Amount
	17148	01/03/2025	BACKFLOW MAINT SVC-CRIA	\$953.92
12133	02/12/2025		KLINE'S PLUMBING, INC.	\$1,245.73
	Invoice	Date	Description	Amount
	13910	12/24/2024	RESTROOM REPAIRS IN EXPO MAINT BLDG	\$1,245.73

Civic-Recreational-Industrial Authority
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Check	Date	Payee Name		Check Amount
CRIA.WF.CHK - CRIA Wells Fargo Checking				
12134	02/12/2025	MORTISE & TENON BUILDING CORP		\$8,496.10
	Invoice	Date	Description	Amount
	148	01/15/2025	MULTIPLE REPAIRS-PATIO CAFE EXPO CNTR	\$1,200.00
	152	01/16/2025	HANDYMAN MAINT SVC-CRIA	\$850.00
	82.2	01/09/2025	PROCURE 2 SHIPPING CONTAINERS FOR STORAGE@	\$6,446.10
12135	02/12/2025	THE BIG NORWEGIAN		\$4,297.14
	Invoice	Date	Description	Amount
	57681	10/29/2024	REPAIRS TO ISUZU FTR @ EXPO	\$1,961.33
	57698	12/02/2024	REPAIRS TO CASE 570 MXT TRACTOR @ EXPO	\$2,335.81
12136	02/12/2025	VENEKLASEN ASSOCIATES, INC.		\$19,742.60
	Invoice	Date	Description	Amount
	77620	01/15/2025	DESIGN SVC-EXPO CENTER GRAND ARENA AV UPGR	\$19,742.60
12137	02/12/2025	WEST COAST ARBORISTS, INC.		\$41,862.00
	Invoice	Date	Description	Amount
	223746	12/31/2024	TREE MAINT-INDUSTRY HILLS EXPO	\$41,862.00

Checks	Status	Count	Transaction Amount
	Total	18	\$228,169.65

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 6.2

CRIA CHECK REGISTER

2024
DECEMBER

Industry Hills Expo Center - Check Register

DATE	CHECK #	PAYEE	AMOUNT	DETAILS
12/03/2024	18850	AIRGAS USA, LLC	307.67	BAR SUPPLIES EXPENSE-CO2 TANKS
12/03/2024	18851	CINTAS	1,986.18	MATS, MOPS AND UNIFORMS
12/03/2024	18856	CNC EQUESTRIAN MANAGEMENT	36,637.90	SATSUMA FAC. MAINT EXP 10/21-11/17/24
12/03/2024	18857	HARBOR DISTRIBUTING,LLC	2,998.50	ALCOHOL INVENTORY
12/03/2024	18858	INDUSTRY SECURITY SERVICES, INC.	2,519.68	EVENT SECURITY SERVICES
12/03/2024	18859	JANUS PEST MANAGEMENT, INC.	1,270.00	PEST CONTROL EXPENSE
12/03/2024	18860	OFFICE DEPOT	13.08	OFFICE SUPPLIES EXPENSE
12/03/2024	18861	OS4 LABOR	2,740.38	CONTRACT LABOR W/E 112424
12/03/2024	18862	PISTONBONES	751.88	ARENA PARKING DECALS
12/03/2024	18863	PITNEY BOWES	196.27	POSTAGE METER LEASE PMT.
12/03/2024	18864	SATSUMA LANDSCAPE	8,674.00	MONTHLY LANDSCAPING EXPENSE
12/03/2024	18865	SOUTHERN GLAZER'S OF CA SOUTH	537.80	ALCOHOL INVENTORY
12/01/2024	18866	CHUY'S TACOS	240.00	VOLUNTEER MEALS-WINTERDRIVE
12/01/2024	18867	PETTY CASH	2,212.54	REPLENISH PETTY CASH-OCT/NOV RECEIPTS
12/11/2024	18868	CINTAS	993.09	MATS, MOPS AND UNIFORMS
12/11/2024	18869	FRONTIER COMMUNICATIONS	189.47	MONTHLY INTERNET EXPENSE
12/11/2024	18870	GRAHAM COMPANY	515.00	QRTL Y EMERG.LIGHTING INSPECTION-ARENA
12/11/2024	18871	JANUS PEST MANAGEMENT, INC.	1,004.00	PEST CONTROL EXPENSE
12/11/2024	18872	JUAN LOPEZ	4,100.25	MONTHLY IT CONSULTING SERVICES
12/11/2024	18873	OFFICE DEPOT	42.98	OFFICE SUPPLIES EXPENSE
12/11/2024	18874	OS4 LABOR	1,440.33	CONTRACT LABOR W/E 120124
12/11/2024	18875	REPUBLIC NATIONAL DISTRIBUTING	236.00	ALCOHOL INVENTORY
12/11/2024	18876	SO CAL GAS	19.65	MONTHLY UTILITY EXP.
12/11/2024	18877	SOUTHERN GLAZER'S OF CA SOUTH	537.80	ALCOHOL INVENTORY
12/11/2024	18878	SPARKLETTTS	918.76	ALCOHOL INVENTORY
12/11/2024	18879	SYSCO	837.50	ALCOHOL INVENTORY
12/11/2024	18880	TBS CLEANING SERVICE	3,275.00	MONTHLY JANITORIAL EXPENSE
12/11/2024	18881	VALLEY VISTA SERVICES	5,511.03	ROLL OFF, DUMP, RECYC. & ORGANICS EXP.
12/11/2024	18882	AR-120724 TERESA RUELAS-R	400.00	SECURITY DEPOSIT REFUND
12/11/2024	18883	PAV-120724 LUZ SANDOVAL	1,000.00	SECURITY DEPOSIT REFUND
12/11/2024	18884	PAV-120624R PRL GLASS & ALUMINUM	1,000.00	SECURITY DEPOSIT REFUND
12/11/2024	18885	PAV-120524 LASD TEMPLE STATION	700.00	SECURITY DEPOSIT REFUND
12/18/2024	18886	ALARMCO	196.00	SERVICE CALL- FIRE ALARM
12/18/2024	18887	ANHEUSER BUSCH SALES OF AMERICA	188.00	ALCOHOL INVENTORY

CRIA CHECK REGISTER

2024
DECEMBER

12/18/2024 18888	AT&T	562.67	MONTHLY WIRLESS PHONE CHGS
12/18/2024 18890	INDUSTRY SECURITY SERVICES, INC.	3,422.40	EVENT SECURITY SERVICES
12/18/2024 18891	JANUS PEST MANAGEMENT, INC.	470.00	PEST CONTROL EXPENSE
12/18/2024 18892	MARTHA CUEVAS	3,214.00	REIMBURSABLE EXP-MEZA MEMORIAL
12/18/2024 18893	OFFICE DEPOT	160.94	OFFICE SUPPLIES EXPENSE
12/18/2024 18894	PITNEY BOWES-PURCHASE POWER	200.00	REPLENISH POSTAGE METER
12/18/2024 18895	SOUTHERN CALIFORNIA EDISON	11,563.13	MONTHLY UTILITY EXP.
12/18/2024 18896	VILLA CARINO RESTAURANT	10,098.00	REIMBURSABLE EXP-MEZA MEMORIAL
12/18/2024 18898	BLACK DIAMOND SOLUTIONS	1,429.87	COMPUTER HARDWARE/SUPPLIES EXP.
12/16/2024 18899	AR-121324 GLENN FERDINAND	400.00	SECURITY DEPOSIT REFUND
12/16/2024 18900	PAV-121524 ANNIE FUKASAWA	700.00	SECURITY DEPOSIT REFUND
12/23/2024 18901	CNC EQUESTRIAN MANAGEMENT	33,761.63	SATSUMA FAC. MAINT EXP 10/21-11/17/24
12/23/2024 18902	FRONTIER COMMUNICATIONS	755.43	MONTHLY PHONE SERVICES-OFFICE LINE
12/23/2024 18903	HARBOR DISTRIBUTING,LLC	618.00	ALCOHOL INVENTORY
12/23/2024 18904	INDUSTRY SECURITY SERVICES, INC.	1,607.04	EVENT SECURITY SERVICES
12/23/2024 18905	OS4 LABOR	6,587.21	CONTRACT LABOR W/E 1208 & 121524
12/23/2024 18906	ROGERS,CLEM & CO.	2,200.00	MONTHLY ACCT'G & CONSULTING EXP.
12/23/2024 18907	SOUTHERN GLAZER'S OF CA SOUTH	2,925.94	ALCOHOL INVENTORY
12/23/2024 18908	SYSCO	3,356.90	ALCOHOL INVENTORY
12/23/2024 18909	California Dept. of Tax and Fee Admin.	2,700.00	SALES TAX PAYMENT
12/12/2024 18910	AR-122124R JIMMIE MANDUJANO	400.00	SECURITY DEPOSIT REFUND
12/23/2024 18911	PAV-122124 BLANCA NAVARRETE	700.00	SECURITY DEPOSIT REFUND
12/26/2024 18912	PAV-062825 ALEJANDRA FLORES	700.00	SECURITY DEPOSIT REFUND
12/31/2024 18913	AR-121424 RAUL BECERRA	400.00	SECURITY DEPOSIT REFUND
12/31/2024 18914	INDUSTRY SECURITY SERVICES, INC.	1,368.96	EVENT SECURITY SERVICES
12/31/2024 18915	OFFICE DEPOT	366.76	OFFICE SUPPLIES EXPENSE
12/31/2024 18916	OS4 LABOR	3,176.59	CONTRACT LABOR W/E 122224

TOTAL

178,036.21

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 7.1



CIVIC-RECREATIONAL- INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman Benavidez and Members of the Board

FROM: Joshua Nelson, Executive Director

STAFF: Mathew Hudson, Director of Public Works
James Cramsie, Sr. Director of Engineering, CNC Engineering
Justin Aguilar, Field Operation Project Manager, CNC Engineering

DATE: February 12, 2025

SUBJECT: Consideration of a Maintenance Services Agreement with Blake Air Conditioning & Service Co., Inc. for routine HVAC maintenance at various locations at the Expo Center, in an amount not-to-exceed \$60,000.00, through February 12, 2028

Background:

HVAC services are an important aspect of maintaining a safe operating environment. To improve upon existing HVAC maintenance services and to maintain newly upgraded HVAC systems in recent years, a standard preventative maintenance program should be in place. The primary locations to be included in the HVAC preventative maintenance will be the Pavilion building, the Avalon Room, the Patio Café, the Cowboy café, and the two guard stations. These six (6) facilities require regular inspection and maintenance to support the events held at the Industry Hills Expo Center. These essential systems require routine maintenance for packaged air conditioning units, split units, ducting, thermostats, and other related parts. Currently, Staff have dealt with ongoing issues to repair and restore the aged HVAC systems at each of these locations and the newer systems deserve more attention to best service these locations for events through preventative maintenance.

Discussion:

Blake Air Conditioning & Service Co., Inc. ("Blake AC") has a reputation of providing quality routine maintenance of HVAC equipment throughout Southern California. Blake AC's services are already being used by the City at several facilities including City Hall, the Industry Business Council ("IBC") building, the Youth Athletic League building, and El Encanto. They have a proven track record and have developed a reliable partnership in maintenance and service with the City that far exceeds other commercial HVAC contractors used. Under this Maintenance Service Agreement ("Agreement"), Blake AC

would provide routine HVAC maintenance at the six (6) aforementioned facilities within the Industry Hills Expo Center. The service covers quarterly inspections of each facility and regularly scheduled maintenance on all associated HVAC equipment. Staff recommends approving the Agreement with Blake AC for a three-year term, in an amount not-to-exceed \$60,000.00.

Fiscal Impact:

The fiscal impact is \$60,000.00 over three years. \$300,000.00 is budgeted for this work in the adopted Fiscal Year 2024-2025 General Fund Budget, under Account No. 360-800-8510.

Recommendation:

It is recommended that the Board approve the Maintenance Services Agreement with Blake AC.

Exhibit:

- A. Maintenance Services Agreement with Blake Air Conditioning & Service Co., Inc. dated February 12, 2025

JN/MH/JC/JA:jf

EXHIBIT A

Maintenance Services Agreement with Blake Air Conditioning & Service Co., Inc. dated
February 12, 2025

[Attached]

CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of February 12, 2025 (“Effective Date”), between the CIVIC-RECRECREATIONAL-INDUSTRIAL AUTHORITY, a public body (“CRIA”) and Blake Air Conditioning & Service Co., 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 February 12, 2028, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Contractor shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. (“Scope of Services”). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of 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 routine HVAC maintenance, serving a municipal agency.

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

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

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

3. MANAGEMENT

CRIA 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 a lump sum. 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. The Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) 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 other than for professional liability

Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless 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) 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 10(c) shall survive the termination of this Agreement, and are in addition to any other rights or remedies 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 Mayor Dave Way City of Industry, CA 91744 Attention: Executive Director
With a Copy To:	James M. Casso, General Counsel Casso & Sparks, LLP 13300 Crossroads Parkway North, Suite 410 City of Industry, CA 91746
To Contractor:	Blake Air Conditioning & Service Co., Inc. 1175 N. Osprey Circle Anaheim, CA 92807 Attention: Peter Rodriguez, Service Manager

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

CRIA and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County,

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

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

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CRIA”
Civic-Recreational-Industrial Authority

“CONTRACTOR”
Blake Air Conditioning & Service Co., Inc.

By: _____
Joshua Nelson, Executive Director

By _____
Peter Rodriguez, Service Manager

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

Consultant shall perform the following services at the Industry Hills Expo Center for the Pavilion building, Avalon Room building, Patio Café, Cowboy Café, and two guard stations:

1. Change air filters every 90 days
2. Grease or oil all bearings as required
3. Check and adjust belts as necessary
4. Clean indoor and outdoor coils and flush condensate pans once a year
5. Replace blower assembly belts once a year
6. Check operating pressures on each unit twice yearly by installing gauges and also check temperature drop across coils at the same time
7. Check and make minor adjustments necessary for maximum efficiency at each filter change
8. Any unusual circumstances noted at the time of the regular filter service will be brought to the manager's attention

EXHIBIT B
RATE SCHEDULE

Maintenance Customers	Regular Rate	Overtime Rate	Double time Rate
-----------------------	--------------	---------------	------------------

Hourly Rate	\$116.10/hr	\$174.15/hr	\$232.20/hr
Zone charge Fee	\$85		
Fuel Surcharge	\$10		

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 7.2



CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

MEMORANDUM

TO: Honorable Chairman and Board Members

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

DATE: February 12, 2025

SUBJECT: Civic-Recreational-Industrial Authority December 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. We are continue to book events for calendar year 2025.

Expo Center:

For the month ended December 31, 2024, the Expo Center generated revenues of \$125,931 and expenses of \$229,184 resulting in a net operating loss of \$103,253.

Year to date revenues amounted to \$1,051,518, which represents approximately 60% of the budgeted revenues of \$1,754,400 for the year ended June 30, 2025.

Year to date operating expenses through December 31, 2024 amounted to \$1,404,494, which represents approximately 58% of the budgeted expenses of \$2,428,800 for the year ended June 30, 2025.

Revenues and expenses are in line with the budgeted amounts for the year ended June 30, 2025.

The Expo Center received year to date net transfers of \$361,000 from the Capital Project fund through December 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, 2025 amount to \$2,442,000. The Fund has incurred \$936,764 of year to date expenditures through December 31, 2024 which represents approximately 38% of budgeted expenditures. Year to date transfers from the City of Industry amounted to \$1,804,999 of which \$361,000 was transferred to the Expo Center resulting in net transfers of \$1,443,999 retained in the fund.

Capital Improvement Fund:

This fund is accounting for the capital improvement projects that are budgeted for the year ending June 30, 2025. The budget is \$4,750,000. For the month ended December 31, 2024, expenditures for capital improvements amounted to \$16,143 with year to date expenditures of \$175,822. This represents 4% of total budgeted expenditures for the year ended June 30, 2025.

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 December 31, 2024.

Fiscal Impact:

There is no fiscal impact as result of this action.

Recommendation:

Receive and file.

EXHIBIT A

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL REPORT

December 31, 2024

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

FINANCIAL STATEMENTS

December 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.

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
December 31, 2024

Expo Center Operations

During the month ended December 31, 2024 total revenues for the Facilities and Grand Arena revenues amounted to \$125,931. There were thirteen events held in the Pavilion and ten events in the Avalon Room, generating \$120,506 in Facilities revenues. Six events were held in the Grand Arena, generating \$5,425 in Grand Arena revenues.

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

<u>Expo Center Operations</u>	Month Ended 12/31/2024	Year To Date 12/31/2024	Budget 2024-2025	% of Budget	Month Ended 12/31/2023	Year To Date 12/31/2023
Total revenues	\$ 125,931	\$ 1,051,518	\$ 1,754,400	60%	\$ 105,791	\$ 978,794
Expenses:						
Direct Expo Center expenses	110,156	629,466	1,077,500	58%	93,043	616,469
General and administrative expenses	119,028	775,028	1,351,300	57%	107,167	709,668
Total direct Expo Center expenses	229,184	1,404,494	2,428,800	58%	200,210	1,326,137
Net loss from operations	(103,253)	(352,976)	(674,400)	52%	(94,419)	(347,343)
Net loss	\$ (103,253)	\$ (352,976)	\$ (674,400)	52%	\$ (94,419)	\$ (347,343)

Summarized financial information by department for the month ending December 31, 2024 and 2023:

<u>Expo Center Operations</u>	Month Ended 12/31/2024	Month Ended 12/31/2024	Month Ended 12/31/2024	Month Ended 12/31/2024
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 120,506	\$ 5,425	\$ -	\$ 125,931
Expenses:				
Direct Expo Center expenses	81,944	28,212	-	110,156
General and administrative expenses	-	-	119,028	119,028
Total direct Expo Center expenses	81,944	28,212	119,028	229,184
Net (loss) income from operations	38,562	(22,787)	(119,028)	(103,253)
Net (loss) income for the month ended	\$ 38,562	\$ (22,787)	\$ (119,028)	\$ (103,253)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
FINANCIAL STATEMENTS
December 31, 2024

<u>Expo Center Operations</u>	Month Ended 12/31/2023	Month Ended 12/31/2023	Month Ended 12/31/2023	Month Ended 12/31/2023
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 87,939	\$ 17,852	\$ -	\$ 105,791
Expenses:				
Direct Expo Center expenses	55,943	37,098	-	93,041
General and administrative expenses	-	-	107,169	107,169
Total direct Expo Center expenses	55,943	37,098	107,169	200,210
Net (loss) income from operations	31,996	(19,246)	(107,169)	(94,419)
Net (loss) income for the month ended	\$ 31,996	\$ (19,246)	\$ (107,169)	\$ (94,419)

Summarized financial information by department for the year ending December 31, 2024 and 2023:

<u>Expo Center Operations</u>	Year To Date 12/31/2024	Year To Date 12/31/2024	Year To Date 12/31/2024	Year To Date 12/31/2024
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 389,077	\$ 662,321	\$ 120	\$ 1,051,518
Expenses:				
Direct Expo Center expenses	302,468	326,998	-	629,466
General and administrative expenses	-	-	775,028	775,028
Total direct Expo Center expenses	302,468	326,998	775,028	1,404,494
Net (loss) income from operations	86,609	335,323	(774,908)	(352,976)
Net (loss) income year to date	\$ 86,609	\$ 335,323	\$ (774,908)	\$ (352,976)

<u>Expo Center Operations</u>	Year To Date 12/31/2023	Year To Date 12/31/2023	Year To Date 12/31/2023	Year To Date 12/31/2023
	Facilities	Grand Arena	General and Admin.	Totals
Total revenues	\$ 289,164	\$ 689,571	\$ 59	\$ 978,794
Expenses:				
Direct Expo Center expenses	267,149	349,320	-	616,469
General and administrative expenses	-	-	709,668	709,668
Total direct Expo Center expenses	267,149	349,320	709,668	1,326,137
Net (loss) income from operations	22,015	340,251	(709,609)	(347,343)
Net (loss) income year to date	\$ 22,015	\$ 340,251	\$ (709,609)	\$ (347,343)

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
 FINANCIAL STATEMENTS
December 31, 2024

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 December 31, 2024 amounted to \$16,010,565 with \$2,173,674 representing construction in progress. This amount represents the cost of capital assets purchased or constructed over the years at the Industry Hills Expo Center and surrounding areas. No depreciation expense has been recorded in the statement of operations for the period ended December 31, 2024. It is the accounting policy of CRIA to record annual depreciation expense subsequent to the completion of the June 30, 2025 annual audit.

Capital Projects

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

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

<u>Capital Projects Fund</u>	<u>Month Ended</u> <u>12/31/2024</u>	<u>Year To Date</u> <u>12/31/2024</u>	<u>Budget</u> <u>2024-2025</u>	<u>% of</u> <u>Budget</u>
Total revenues	\$ 4	\$ 2,065	\$ 4,000	52%
Expenditures:				
General and administrative expenses	207,707	936,764	2,442,000	38%
Total expenses	<u>207,707</u>	<u>936,764</u>	<u>2,442,000</u>	38%
Excess of expenditures over revenues	<u>\$ (207,703)</u>	<u>\$ (934,699)</u>	<u>\$ (2,438,000)</u>	38%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

EXECUTIVE SUMMARY
 FINANCIAL STATEMENTS
December 31, 2024

Capital Improvements Fund

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

Capital Improvement Program (CRIA)

#	Project Name	FY 24-25 Adopted Budget
1	Sewer Upgrades at Expo Center	60,000
2	Pavilion Building Upgrades	1,200,000
3	Expo Center Avalon Room Improvements	250,000
4	Expo Center Patio Café Improvements	65,000
5	Expo Center Fire Alarm System	1,000,000
6	Expo Center Electrical Loading Master Plan	40,000
7	Expo Center A/V upgrades to the Grand Arena	1,730,000
8	Expo Center Signage Improvements	15,000
9	Expo Center IT Infrastructure Upgrades	80,000
10	New Banquet Facility	250,000
11	Expo Center ADA Upgrades	10,000
12	Expo Center Barn Improvements	50,000
	Total	\$4,750,000

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

<u>Capital Improvements Fund</u>	<u>Month Ended</u> <u>12/31/2024</u>	<u>Year To Date</u> <u>12/31/2024</u>	<u>Budget</u> <u>2024-2025</u>	<u>% of</u> <u>Budget</u>
Equestrian Center Capital Improvements:				
Planning, Survey and Design	\$ 1,659	\$ 62,356	\$ 1,070,000	6%
Construction Costs	-	27,963	3,640,000	1%
Small Equipment & Supplies	<u>14,484</u>	<u>85,503</u>	<u>40,000</u>	214%
Total expenditures	<u>16,143</u>	<u>175,822</u>	<u>4,750,000</u>	4%
Excess of expenditures over revenues	<u>\$ 16,143</u>	<u>\$ 175,822</u>	<u>\$ 4,750,000</u>	4%

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

BALANCE SHEET
AS OF DECEMBER 31, 2024

	<u>Capital Projects</u>	<u>Expo Center</u>	<u>Capital Improvements</u>
ASSETS			
CURRENT ASSETS:			
Cash and cash equivalents	\$ 217,343	\$ 141,531	\$ -
Investments	91,593	-	-
Accounts receivable, net	-	104,029	-
Prepaid insurance	-	2,248	-
Prepaid expenses	-	-	-
Inventories	-	34,319	-
Deposits	-	3,000	-
Total current assets	<u>308,936</u>	<u>285,127</u>	<u>-</u>
CAPITAL ASSETS, net	<u>-</u>	<u>16,010,565</u>	<u>-</u>
Total assets	<u>\$ 308,936</u>	<u>\$ 16,295,692</u>	<u>\$ -</u>
LIABILITIES AND FUND BALANCE			
CURRENT LIABILITIES:			
Accounts payable	\$ -	\$ 33,062	\$ -
Sales tax payable	-	4,322	-
Advance rental payments	-	85,437	-
Security deposits	-	36,050	-
Total current liabilities	<u>-</u>	<u>158,871</u>	<u>-</u>
FUND BALANCE:			
Fund balance	<u>308,936</u>	<u>16,136,821</u>	<u>-</u>
Total liabilities and fund balance	<u>\$ 308,936</u>	<u>\$ 16,295,692</u>	<u>\$ -</u>

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY

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

	Capital Projects				Expo Center				Capital Improvements			
	MONTH ENDED 12/31/2024	YEAR TO DATE 12/31/2024	2024-2025 BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 12/31/2024	YEAR TO DATE 12/31/2024	2024-2025 BUDGET	% OF ANNUAL BUDGET	MONTH ENDED 12/31/2024	YEAR TO DATE 12/31/2024	2024-2025 BUDGET	% OF ANNUAL BUDGET
REVENUES:												
Expo center revenues	\$ -	\$ -	\$ -	0%	\$ 125,931	\$ 1,051,518	\$ 1,754,400	60%	\$ -	\$ -	\$ -	0%
Other revenues	4	2,065	4,000	52%	-	-	-	0%	-	-	-	0%
Total revenues	<u>4</u>	<u>2,065</u>	<u>4,000</u>	52%	<u>125,931</u>	<u>1,051,518</u>	<u>1,754,400</u>	60%	<u>-</u>	<u>-</u>	<u>-</u>	0%
EXPENDITURES:												
Operating expenses	-	-	-	0%	110,156	629,466	1,077,500	58%	16,143	175,822	4,750,000	4%
General and administrative expenses	207,707	936,764	2,442,000	38%	119,028	775,028	1,351,300	57%	-	-	-	0%
Total expenses	<u>207,707</u>	<u>936,764</u>	<u>2,442,000</u>	38%	<u>229,184</u>	<u>1,404,494</u>	<u>2,428,800</u>	58%	<u>16,143</u>	<u>175,822</u>	<u>4,750,000</u>	4%
EXCESS OF EXPENDITURES OVER REVENUES	(207,703)	(934,699)	(2,438,000)	38%	(103,253)	(352,976)	(674,400)	52%	(16,143)	(175,822)	(4,750,000)	4%
OTHER FINANCING SOURCES, NET	<u>220,075</u>	<u>1,443,999</u>	<u>1,233,400</u>	117%	<u>-</u>	<u>361,000</u>	<u>173,300</u>	208%	<u>16,142</u>	<u>345,421</u>	<u>4,750,000</u>	7%
EXCESS OF REVENUES AND OTHER FINANCING SOURCES OVER EXPENDITURES	12,372	509,300	<u>(1,204,600)</u>	-42%	(103,253)	8,024	<u>(501,100)</u>	-2%	(1)	169,599	<u>-</u>	0%
Fund balance, beginning	<u>296,564</u>	<u>(200,364)</u>			<u>16,240,074</u>	<u>16,128,797</u>			<u>1</u>	<u>(169,599)</u>		
Fund balance, ending	<u>\$ 308,936</u>	<u>\$ 308,936</u>			<u>\$ 16,136,821</u>	<u>\$ 16,136,821</u>			<u>-</u>	<u>\$ -</u>		

CIVIC-RECREATIONAL-INDUSTRIAL-AUTHORITY
INDUSTRY HILL EXPO CENTER
STATEMENT OF CASH FLOWS
FOR THE YEAR TO DATE ENDED DECEMBER 31, 2024

	AMOUNT
CASH FLOWS FROM OPERATING ACTIVITIES	
Net loss before transfers and other credits	\$ (352,976)
Adjustments to reconcile net loss to net cash used in operating activities:	
Change in operating assets and liabilities:	
Accounts receivable, net	(4,539)
Prepaid insurance	6,748
Prepaid expenses	-
Inventories	18,076
Accounts payable	16,154
Sales tax payable	(1,331)
Advance rental payments	(45,104)
Security deposits	(5,150)
Net cash used in operating activities	(368,122)
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Other financing sources	361,000
NET CHANGE IN CASH	(7,122)
Cash at July 1, 2024	148,653
Cash at December 31, 2024	\$ 141,531

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

<u>Expo Center Operations</u>	MONTH ENDED 12/31/2024	YEAR TO DATE 12/31/2024	BUDGET 2024-2025	% OF BUDGET 2024-2025	MONTH ENDED 12/31/2023	YEAR TO DATE 12/31/2023
Expo revenues						
Facilities rentals	\$ 56,898	\$ 195,028	\$ 214,100	91%	\$ 42,783	\$ 136,111
Facilities rentals - bar sales	45,292	144,267	181,900	79%	37,015	121,716
Facilities - security	6,140	31,202	43,000	73%	6,512	26,079
Facilities - food	-	-	1,300	0%	329	658
Facilities - insurance	1,000	5,800	7,300	79%	1,300	4,600
Facilities - other	11,030	11,680	400	2920%	-	-
Facilities - concessions	146	1,100	-	0%	-	-
Grand Arena - special events rentals	4,000	108,500	182,600	59%	16,000	99,923
Grand Arena - outdoor arena rentals	-	5,900	4,200	140%	-	4,000
Grand Arena - show barn stall rentals	875	29,365	79,100	37%	875	35,870
Grand Arena - shaving sales	-	4,123	5,400	76%	-	2,970
Grand Arena - security	-	43,838	77,900	56%	-	40,328
Grand Arena - trailer parking	550	37,950	57,600	66%	675	35,875
Grand Arena - bar sales	-	218,574	502,600	43%	-	251,366
Grand Arena - food	-	-	200	0%	-	-
Grand Arena - parking	-	131,658	261,200	50%	-	141,210
Grand Arena - other	-	82,413	134,400	61%	302	78,029
Total revenues	125,931	1,051,398	1,753,200	60%	105,791	978,735
Direct general and administrative revenues						
G&A- Other	-	120	1,200	10%	-	59
Expo expenses						
Cost of sales	19,703	112,888	172,300	66%	9,165	101,549
Bar supplies	260	4,714	5,800	81%	303	4,683
Promotional banquet	-	-	700	0%	-	-
Feed	-	-	400	0%	-	367
Contract labor/wages	64,163	337,409	613,300	55%	60,742	353,176
Furniture/fixtures & equipment	-	21,821	36,100	60%	120	4,384
Facilities - insurance	-	-	1,100	0%	-	1,000
Miscellaneous	10,338	10,612	4,300	247%	-	1,167
Promotional	-	-	18,900	0%	-	17,626
Property maintenance	2,958	13,597	11,600	117%	1,595	4,392
Repairs and maintenance	-	-	600	0%	-	546
Racer purse payout	-	49,812	-	0%	20,101	54,409
Sales tax	1	628	-	0%	-	4,327
Security - Grand Arena	-	-	97,500	0%	-	2,800
Security - Facilities	6,776	32,290	52,800	61%	8,329	32,685
Shavings	-	2,964	4,400	67%	-	2,188
Supplies	5,403	30,407	39,600	77%	2,688	19,624
Equipment rental	554	12,324	18,100	68%	-	11,546
Total Expo expenses	110,156	629,466	1,077,500	58%	93,043	616,469
Operating net income before direct G & A and CRIA indirect expenses	15,775	422,052	676,900	62%	12,748	362,325
Direct general and administrative expenses						
Office supplies	-	14,927	5,300	282%	-	3,893
Travel and meetings	-	100	1,200	8%	-	78
Dues, subscriptions, books, etc.	1,024	8,646	25,400	34%	3,110	13,843
Equipment rental/lease	1,819	5,767	12,200	47%	-	5,605
Furniture/fixtures & equipment	-	3,950	8,400	47%	241	1,198
Telephone	1,507	9,366	18,100	52%	1,658	8,726
Postage	251	720	1,000	72%	89	511
Miscellaneous	3,321	18,073	24,200	75%	1,654	18,764
Professional services	21,933	181,845	357,400	51%	21,063	154,528
Repairs and equipment	-	219	4,400	5%	-	1,668
Vehicle expenses	3,605	17,933	47,100	38%	-	24,309
Insurance and bonds	1,124	7,004	14,000	50%	1,124	6,745
Supplies	3,426	22,314	43,700	51%	2,627	18,968
Contract labor/administrative wages	56,502	260,705	401,900	65%	48,443	227,194
Property maintenance	12,933	78,368	151,700	52%	14,610	77,215
Utilities	11,583	145,091	235,300	62%	12,548	146,423
Total direct general and administrative expenses	119,028	775,028	1,351,300	57%	107,167	709,668
EXCESS OF EXPENDITURES OVER REVENUES	\$ (103,253)	\$ (352,976)	\$ (674,400)	52%	\$ (94,419)	\$ (347,343)

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

REVENUES:	MONTH ENDED 12/31/2024	YEAR TO DATE 12/31/2024	BUDGET 2024-2025	% OF BUDGET
Other revenues	\$ 4	\$ 2,065	\$ 4,000	52%
GENERAL AND ADMINISTRATIVE EXPENDITURES:				
Salaries - board	3,835.00	23,006	45,000	51%
Payroll taxes	-	-	4,000	0%
Life insurance, state comp, and LTC	-	-	1,000	0%
Medicare/disability	56.00	334	1,000	33%
PARS - ARS	144.00	863	2,000	43%
Landscaping	89,834.00	170,408	950,000	18%
Taxes and assessments	-	287	-	0%
Legal	-	-	16,000	0%
Professional services	43,854.00	174,640	235,000	74%
Accounting	242.00	927	2,000	46%
Small equipment and supplies	136.00	682	2,000	34%
Vehicle expenses	475.00	2,826	10,000	28%
General engineering	13,524.00	68,984	200,000	34%
Printing/photography	-	398	-	0%
Security	38,398.00	264,338	626,000	42%
Property maintenance	17,210.00	200,784	300,000	67%
Furniture, equipment & fixtures	-	-	5,000	0%
Office expenses	(1)	(1)	-	0%
Utilities	-	11,435	28,000	41%
Reclaimed water	-	-	15,000	0%
Other	-	16,853	-	0%
Total general and administrative expenditures	<u>207,707</u>	<u>936,764</u>	<u>2,442,000</u>	38%
EXCESS OF EXPENDITURES OVER REVENUES	<u>\$ (207,703)</u>	<u>\$ (934,699)</u>	<u>\$ (2,438,000)</u>	38%

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

EXPENDITURES	MONTH ENDED 12/31/2024	YEAR TO DATE 12/31/2024	BUDGET 2024-2025	% OF BUDGET
Equestrian Center Capital Improvements:				
Planning, Survey and Design	\$ 1,659	\$ 62,356	\$ 1,070,000	6%
Construction Costs	-	27,963	3,640,000	1%
Small Equipment & Supplies	<u>14,484</u>	<u>85,503</u>	<u>40,000</u>	214%
Total expenditures	<u>16,143</u>	<u>175,822</u>	<u>4,750,000</u>	4%
 EXCESS OF EXPENDITURES OVER REVENUES	 <u>\$ 16,143</u>	 <u>\$ 175,822</u>	 <u>\$ 4,750,000</u>	 4%

CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

ITEM NO. 7.3
Verbal Presentation