



The mission of OCFEC is...
**CELEBRATION OF ORANGE COUNTY'S
COMMUNITIES, INTERESTS, AGRICULTURE AND HERITAGE**
(with results justifying resources expended)

NOTICE OF MEETING
32ND District Agricultural Association
OCFEC Board of Directors
Thursday, September 25, 2014
9:00 a.m.

Administration Building
OC Fair & Event Center
88 Fair Drive
Costa Mesa, California

Board of Directors

Stan Tkaczyk, Board Chair
Ashleigh Aitken, Vice Chair
Douglas La Belle, Member Barbara Bagneris, Member
Nick Berardino, Member Sandra Cervantes, Member
Gerardo Mouet, Member Bao Nguyen, Member
Robert Ruiz, Member

Secretary-Treasurer
Doug Lofstrom
Chief Executive Officer, OCFEC

32nd DAA Counsel
Roger Grable
Manatt, Phelps and Phillips

Those persons wishing to attend the meeting and who may require special accommodations pursuant to the provisions of the Americans with Disabilities Act are requested to contact the office of the 32nd District Agricultural Association (714) 708-1500, at least five working days prior to the meeting to insure the proper arrangements can be made.

At the discretion of the Board of Directors, all items appearing on this Agenda, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board of Directors. The Board may convene to closed session pursuant to Government Code section 11126, subdivisions (a) and (e) to consider personnel evaluation and/or possible litigation. Items may not necessarily be taken up in the order shown on this Agenda. This agenda, and all notices required by the Bagley-Keene Open Meeting Act are available on the Internet at: www.ocfair.com

AGENDA

1. CALL TO ORDER

All matters noticed on this agenda, in any category, may be considered for action as listed. Any item not so noticed may not be considered. Items listed on this Agenda may be considered in any order, at the discretion of the chairperson.

2. THE MISSION OF OCFEC IS...Celebration of Orange County's Communities, Interests, Agriculture and Heritage (with results justifying resources expended).

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL (Policy 4.5.2.B)

5. CEO'S OPERATIONAL ANNOUNCEMENTS AND UPDATES

A. 2014 OC Fair Recap

B. 2015 OC Fair Dates

C. 2014 OC Fair Feedback Community Meeting – Wednesday, October 22

D. 2014 OC Fair 5K Fun Run Presentation

E. Pacific Amphitheatre Phase II Construction Project Update

F. Correspondence

Communications to the Board from the public in response to Board discussion or to comments made before the Board are to be listed on the meeting agenda and included in the Board materials as an item of public disclosure.

6. MATTERS OF PUBLIC COMMENT - Speakers are requested to sign in prior to the start of the meeting and are limited to three minutes. Public comment is allowed on issues NOT on the current Agenda. However, no debate by the Board shall be permitted on such public comments, and no action will be taken on such public comment items at this time, as law requires formal public notice prior to any action on a docket item.

Comments will be accepted on Agenda items during the meeting. Speakers wishing to address the Board on items on the agenda are requested to sign in prior to the start of the meeting and identify the agenda item[s] on which you desire to address the Board. Speakers are limited to three minutes.

7. MINUTES:

A. Board Meeting held August 28, 2014

Action Item

8. CONSENT CALENDAR: (Policy 4.3.4)

All matters listed under Consent Calendar are operational matters about which the Board

has governing policies, implementation of which is delegated to the CEO. They will be enacted in one motion. There will be no discussion of these items prior to the time the Board of Directors votes on the motion, unless members of the board, staff or public request specific items to be discussed separately and/or removed from this section. Any member of the public who wishes to discuss Consent Calendar items should notify the Chair of the Board, at the time requested and be recognized by invitation of the Chair to address the Board.

A. Standard Agreements: none

B. Amendments: none

C. Interagency Agreements: none

D. Letters of Understanding: none

E. Rental Agreements: R-108-14; R-161-14; R-183-14; R-208-14; R-211-14; R-212-14; R-214-14; R-216-14; R-217-14

F. Active Joint Powers Authority Agreements: 03213031-B

-End of Consent Calendar-

9. GOVERNANCE PROCESS

A. Committee / Task Force / Liaison Reports

Information Item

To assure compliance with the Bagley-Keene Act, Committee reports are only for the purpose of the Committee chair, Task Force members or Liaison to provide a verbal update. Should the Board want to discuss any Committee work item not already on the agenda; those would need to be agendized for a future Board meeting.

- i. Tel-Phil Negotiating Team (Chair Tkaczyk, Director La Belle)
- ii. Centennial Farm Foundation Liaison (Director Mouet)
- iii. Workers Memorial Task Force (Director Berardino, Vice Chair Aitken)
- iv. Financial Monitoring Committee (Director Mouet, Director Bagneris)
- v. 2015 OC Fair City Liaison Committee (Director Mouet)
- vi. Veteran's Memorial Task Force (Director Berardino, Vice Chair Aitken)
- vii. OC FEC Educational & Agricultural Foundation Task Force (Director Mouet, Director Bagneris)
- viii. CEO Search Task Force (Vice Chair Aitken, Director Berardino)
- ix. Legislative Monitoring Task Force (Director La Belle, Director Cervantes)
- x. Organizational Needs Assessment Task Force (Director La Belle, Director Nguyen)

B. OCC/OCFEC Parking Structure Update

Information Item

C. Initiate Anti-Privatization Legislation

Action Item

D. Revise Article II, Section 4, of the Bylaws of the 32nd District Agricultural Association Regarding the Annual Meeting of the Board of Directors
Action Item

E. Architectural Design Service and Fee Proposal for Pacific Amphitheatre Seat Replacement Project
Action Item

F. Receipt and File of Independent Auditor's Report and Financial Statements for the Years Ended December 31, 2012 and 2013
Information Item

10. CLOSED SESSION (Closed to the Public)

- A. Pending Litigation – Pursuant to the provisions of Government Code Section 11126(e)(1) the board will meet with legal counsel for the purpose of considering whether or not to initiate litigation.
- B. Lease Negotiations with Orange Coast College – Pursuant to the provisions of Government Code Section 11126(c)(7) the Board of Directors will meet in closed session to consider a proposed lease of a portion of the Orange County Fairgrounds at the corner of Fairview and Arlington for the construction of a parking structure. The negotiator for the Association is Doug Lofstrom.
- C. Pursuant to the provisions of Government Code section 11126(a)(1) the Board of Directors will meet in closed executive session to consider the evaluation of performance of a public employee.
- D. Pursuant to the provisions of Government Code Section 11126(a)(1) the Board of Directors will meet in closed session to discuss the appointment of a public employee.

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

12. NEXT BOARD MEETING: OCTOBER 23, 2014

13. ADJOURNMENT

Respectfully submitted,
OC Fair & Event Center



Doug Lofstrom
Secretary-Treasurer
Chief Executive Officer, OCFEC

Date of notice: 4:00 p.m. September 15, 2014

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
August 2014

Check No.	Date	Vendor Name	Amount
75004	8/1/2014	FBB Tour, LLC f/s/o The Fresh Beat Band	100,000.00
75005	8/1/2014	A & H Refrigeration, Inc.	1,212.48
75006	8/1/2014	Allen Barr	414.20
75007	8/1/2014	American Express	539.28
75008	8/1/2014	Amy Wolf	150.00
75009	8/1/2014	Andy Gump Inc.	4,860.00
75010	8/1/2014	ASA Entertainment Group, LLC	100,000.00
75011	8/1/2014	AT&T	37.56
75012	8/1/2014	AT&T	3,582.14
75013	8/1/2014	AT&T	108.00
75014	8/1/2014	Barbara Des Rochers	100.00
75015	8/1/2014	Bee Busters	1,250.00
75016	8/1/2014	Blue Shield Of California	16,522.02
75017	8/1/2014	Boulevard Greenhouse, Inc.	8,656.20
75018	8/1/2014	California Technology Agency	715.00
75019	8/1/2014	Candace Smith	100.00
75020	8/1/2014	Carmel Dyer	100.00
75021	8/1/2014	California Fair Services Authority	50,360.79
75022	8/1/2014	California Fair Services Authority	195.00
75023	8/1/2014	ChopShop Entertainment, Inc.	8,900.00
75024	8/1/2014	Christopher De Surra	200.00
75025	8/1/2014	Christina Strickland	600.00
75026	8/1/2014	C.M.A. Growers, Inc.	1,092.00
75027	8/1/2014	Moor + South/Pier Management Company, L	38,566.00
75028	8/1/2014	Craig J. Carlson	500.00
75029	8/1/2014	VOID	0.00
75030	8/1/2014	Daniel Tello f/s/o The Originalites	5,000.00
75031	8/1/2014	David Michael Lee	500.00
75032	8/1/2014	DeltaCare USA	711.94
75033	8/1/2014	Delta Dental Plan Of California	3,892.49
75034	8/1/2014	Department Of Human Resources	51.00
75035	8/1/2014	Diana Perkins	100.00
75036	8/1/2014	Donald K. Leach	500.00
75037	8/1/2014	Efrain Valenzuela	1,100.00
75038	8/1/2014	El Segundo Unified School District	240.00
75039	8/1/2014	FEA Merchandise, Inc.	6,710.21
75040	8/1/2014	Franklin D. Peele	500.00
75041	8/1/2014	Smith Pocket Industries, Inc/The Go-Go's	3,502.48
75042	8/1/2014	Gold Coast Ecology	62,221.64
75043	8/1/2014	Great Depth Productions	500.00
75044	8/1/2014	Gregory Dinglasan	6,000.00
75045	8/1/2014	Harold Greene	300.00
75046	8/1/2014	Flower Power Concerts, Inc.	2,070.96
75047	8/1/2014	Imperial Paving Co., Inc.	6,968.00
75048	8/1/2014	Mt. San Antonio Community College Distri	2,000.00

OC Fair & Event Center
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August 2014

Check No.	Date	Vendor Name	Amount
75049	8/1/2014	Jamie Kough	400.00
75050	8/1/2014	Jerry Liu & Associates	1,437.50
75051	8/1/2014	Jim Selkin	500.00
75052	8/1/2014	Judy Price	150.00
75053	8/1/2014	Karen Raab	500.00
75054	8/1/2014	Kathleen L. McLaughlin	500.00
75055	8/1/2014	VOID	0.00
75056	8/1/2014	Keri Harrington	30.00
75057	8/1/2014	Kevin P. Knight f/s/o Damage Inc.	2,000.00
75058	8/1/2014	Kirby Piazza	400.00
75059	8/1/2014	Laura McKinley	140.46
75060	8/1/2014	Lauria Watts	100.00
75061	8/1/2014	Le Clair and Bradley Enterprises	600.00
75062	8/1/2014	Leesha Arason	500.00
75063	8/1/2014	Lola Ramirez	100.00
75064	8/1/2014	Lopez Works, Inc.	24,689.81
75065	8/1/2014	Matthew R. Leslie	500.00
75066	8/1/2014	Michael P. Rafferty	300.00
75067	8/1/2014	Michael Solis	400.00
75068	8/1/2014	Mihoko Yamagata	500.00
75069	8/1/2014	Mobile Mini	1,026.00
75070	8/1/2014	Music Zirconia, Inc.	5,000.00
75071	8/1/2014	OC Fair & Event Center	3,056.25
75072	8/1/2014	CA Public Employees Retirement System	41,523.07
75073	8/1/2014	Platinum Resource Group	2,188.88
75074	8/1/2014	Priscilla Mayfield	100.00
75075	8/1/2014	Ralph Nordstrom Photography, LLC	500.00
75076	8/1/2014	Rich Manning	100.00
75077	8/1/2014	RLM Provisions LLC	2,700.00
75078	8/1/2014	Robert Half International, Inc.	2,280.00
75079	8/1/2014	Roger Gordon	400.00
75080	8/1/2014	Ronald J. Goldman	300.00
75081	8/1/2014	Ron Smelt	150.00
75082	8/1/2014	Quijote Corporation dba Sensis	187.50
75083	8/1/2014	Sew What? Inc.	28,112.60
75084	8/1/2014	Sharon Augenstein	424.00
75085	8/1/2014	Showbiz, Inc.	21,143.12
75086	8/1/2014	Sony Music Holdings, Inc.	10,738.60
75087	8/1/2014	State Disbursement Unit	642.00
75088	8/1/2014	TrooMobile, LLC	4,250.00
75089	8/1/2014	Tsutsumida Pictures	216.00
75090	8/1/2014	Tuff Gong Worldwide LLC	11,400.11
75091	8/1/2014	Williams Scotsman, Inc.	11,308.10
75092	8/1/2014	Wolf Wares, LLC	644.24
75093	8/1/2014	Zov Karamardian	100.00

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Check No.	Date	Vendor Name	Amount
75094	8/1/2014	Music Zirconia, Inc.	2,500.00
E112540729	8/1/2014	Ray Cammack Shows, Inc.	900,000.00
75095	8/2/2014	CR&A Custom, Inc.	14,642.99
75096	8/2/2014	Kelsey Nixon	7,440.00
75097	8/2/2014	311 Touring Inc. F/S/O 311	175,000.00
75098	8/2/2014	Common Kings Touring, Inc.	11,500.00
75099	8/2/2014	The Fab Four Corp	27,000.00
75100	8/2/2014	Flying U Rodeo Co., Inc.	118,650.00
75101	8/2/2014	Kidz Bop, LLC	16,740.00
ES3221378613	8/5/2014	Paypal, Inc.	59.95
75102	8/6/2014	BC Tours, Inc. f/s/o Billy Currington	95,284.00
75103	8/6/2014	3.O.C. Music Inc. f/s/o Blue Oyster Cult	19,065.00
75104	8/6/2014	VOID	0.00
75105	8/6/2014	Luhoo Music Entertainment, Inc./LucyHale	10,000.00
75106	8/6/2014	Westminster High School/FFA	1,500.00
75107	8/6/2014	Thames Live, Ltd. f/s/o Deep Purple	99,133.39
E110391022	8/6/2014	Ray Cammack Shows, Inc.	1,400,000.00
75108	8/8/2014	Jeremiah Red	800.00
75109	8/8/2014	Still Unbroken, Inc. f/s/o Lynyrd Skynyrd	133,500.00
E49354582	8/8/2014	Pitney Bowes Inc.	3,000.00
75110	8/9/2014	A & H Refrigeration, Inc.	6,001.68
75111	8/9/2014	All-Alaskan Racing Pigs, LLC	36,500.00
75112	8/9/2014	Allen Mesick	1,750.00
75113	8/9/2014	American Express	15.00
75114	8/9/2014	American Express	11,553.03
75115	8/9/2014	A&P Development & Construction, Inc.	163,442.70
75116	8/9/2014	AT&T	1,094.38
75117	8/9/2014	August Johnson	10,434.84
75118	8/9/2014	Boyd & Associates, Inc.	125.00
75119	8/9/2014	Bravado International Group, Inc.	16,699.42
75120	8/9/2014	Cal Poly Pomona Foundation, Inc.	3,000.00
75121	8/9/2014	California Fairs Financing Authority	7,195.00
75122	8/9/2014	California Fair Services Authority	10,190.00
75123	8/9/2014	California Fair Services Authority	95.00
75124	8/9/2014	Chef Ray Presents	5,217.40
75125	8/9/2014	Christian Hackett	3,000.00
75126	8/9/2014	City of Costa Mesa	996.48
75127	8/9/2014	Classic Tents, Inc.	11,394.59
75128	8/9/2014	Colleen Hessler	100.00
75129	8/9/2014	Corona Cattle, Inc.	5,220.00
75130	8/9/2014	CR&R INC.	250.00
75131	8/9/2014	CR&A Custom, Inc.	4,713.33
75132	8/9/2014	Dave Anderson	408.20
75133	8/9/2014	Denis A. Martinez (Ravioli the Clown)	6,000.00
75134	8/9/2014	Department of Forestry & Fire Protection	13,807.50

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Check No.	Date	Vendor Name	Amount
75135	8/9/2014	Diego Barquintero	6,000.00
75136	8/9/2014	Donna Elkins	419.84
75137	8/9/2014	Dragon Knights, Inc.	56,750.00
75138	8/9/2014	Edward Russell	22,000.00
75139	8/9/2014	Efrain Valenzuela	2,300.00
75140	8/9/2014	Erika Hall	43.18
75141	8/9/2014	Event Survey Group	14,725.00
75142	8/9/2014	Evy Young	283.80
75143	8/9/2014	VOID	0.00
75144	8/9/2014	Franchise Tax Board	179.82
75145	8/9/2014	Franchise Tax Board	105.46
75146	8/9/2014	Franchise Tax Board	60.76
75147	8/9/2014	Gabriel Hohn	54.00
75148	8/9/2014	Golden West Game Breeders & Bird Club	1,100.00
75149	8/9/2014	Great American Entertainment Co.	28,500.00
75150	8/9/2014	Haruko Takeichi	18.00
75151	8/9/2014	Heather Gordon	100.00
75152	8/9/2014	Henry Schmoller	2,100.00
75153	8/9/2014	Hernandez Productions, Inc.	15,000.00
75154	8/9/2014	IAI Presentations, Inc.	36,500.00
75155	8/9/2014	IRS - ACS Support - Stop 813G	191.15
75156	8/9/2014	Internal Revenue Service	0.55
75157	8/9/2014	Indiana State Central Collection Unit	55.00
75158	8/9/2014	Indiana State Central Collection Unit	180.00
75159	8/9/2014	James Elliott Entertainment	3,000.00
75160	8/9/2014	Jenny Britton	3,250.00
75161	8/9/2014	Joel Koshak	100.00
75162	8/9/2014	Josie Weber	1,500.00
75163	8/9/2014	Kaiser Permanente	24,214.95
75164	8/9/2014	Karaoke Rockstarz, Inc.	16,067.61
75165	8/9/2014	Kayla Perry	100.00
75166	8/9/2014	Crown Five, LLC	3,600.00
75167	8/9/2014	Kidz Bop, LLC	1,241.29
75168	8/9/2014	Leo Quinones, Jr.	500.00
75169	8/9/2014	Leslie Trasport	52.23
75170	8/9/2014	Lisa Sexton	6,612.50
75171	8/9/2014	Lola Ramirez	100.00
75172	8/9/2014	Lopez Works, Inc.	24,026.06
75173	8/9/2014	Lou Castro	2,250.00
75174	8/9/2014	Manatt, Phelps & Phillips, LLP	36,977.05
75175	8/9/2014	Mark My, Inc.	24,180.00
75176	8/9/2014	Marketwire, Inc.	500.00
75177	8/9/2014	Marc Seligson	600.00
75178	8/9/2014	R. Mike Nichols	600.00
75179	8/9/2014	Mobile Mini	1,539.00

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Check No.	Date	Vendor Name	Amount
75180	8/9/2014	Mobile Modular Portable Storage	199.80
75181	8/9/2014	30th Anniversary of Rock & Roll, Inc.	12,500.00
75182	8/9/2014	Mrs. Williams	34.00
75183	8/9/2014	Music Zirconia, Inc.	2,500.00
75184	8/9/2014	Newport Mesa Unified School District	10,054.62
75185	8/9/2014	Gravity Technologies Inc.	745.00
75186	8/9/2014	Noble Iron, Inc.	6,657.78
75187	8/9/2014	Oasis Camel Dairy LLC	16,000.00
75188	8/9/2014	OC Weekly, LP	7,230.00
75189	8/9/2014	Orange High School FFA	6,000.00
75190	8/9/2014	Ovations FanFare, LP	2,695.00
75191	8/9/2014	Pacific Events Entertainment, Inc.	2,875.00
75192	8/9/2014	Pacific Clippings	135.00
75193	8/9/2014	Penhall Company dba Penhall Rentals	3,007.12
75194	8/9/2014	Peter James Riojas	2,000.00
75195	8/9/2014	Phillip Shane Norton	3,952.50
75196	8/9/2014	Pinnacle Petroleum, Inc.	2,188.36
75197	8/9/2014	Platinum Resource Group	1,589.25
75198	8/9/2014	Production Resource Group, Inc.	188,690.00
75199	8/9/2014	Pucker Productions, Inc.	132.27
75200	8/9/2014	Pyro Engineering, Inc.	49,979.00
75201	8/9/2014	Rachel Klemek	100.00
75202	8/9/2014	Rachnan G. Srisavasdi	500.00
75203	8/9/2014	R. B. Enterprises	868.00
75204	8/9/2014	RLM Provisions LLC	2,250.00
75205	8/9/2014	Robert Elfaizy	6,000.00
75206	8/9/2014	Rod Swancoat	100.00
75207	8/9/2014	Zano Productions	1,256.25
75208	8/9/2014	Ronald D. Ham	100.00
75209	8/9/2014	Ron Smelt	122.84
75210	8/9/2014	Rose Marie Garner	608.05
75211	8/9/2014	S & J Graphics	45,455.04
75212	8/9/2014	Safeguard Health Plans	91.82
75213	8/9/2014	SanGar Builders, Inc.	3,900.00
75214	8/9/2014	Selma Morrow	9.98
75215	8/9/2014	Quijote Corporation dba Sensis	7,000.00
75216	8/9/2014	Shannon Event Productions	1,192.00
75217	8/9/2014	Shaile Socher	1,500.00
75218	8/9/2014	Showbiz, Inc.	20,441.38
75219	8/9/2014	State Disbursement Unit	448.21
75220	8/9/2014	Sunnyside Promotions	103,500.00
75221	8/9/2014	Susan Johnson	100.00
75222	8/9/2014	Taryn Chavez	2,500.00
75223	8/9/2014	Terry L. Donaldson (Sparkles the Clown)	6,000.00
75224	8/9/2014	The Gas Company	228.11

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Check No.	Date	Vendor Name	Amount
75225	8/9/2014	The Procrastinators, Inc.	20,700.00
75226	8/9/2014	Therry Vargas (Urban Chickens)	1,000.00
75227	8/9/2014	Tracey Wallace	1,500.00
75228	8/9/2014	Tsutsumida Pictures	792.00
75229	8/9/2014	Vicky Hsu	100.00
75230	8/9/2014	Williams Scotsman, Inc.	1,139.41
75231	8/9/2014	Cassandra Sauer	300.00
75232	8/9/2014	Conrad Gonzalez	300.00
75233	8/9/2014	Ernesto Atilano	300.00
75234	8/9/2014	The Green Band LLC f/s/o The Green	2,790.00
75235	8/9/2014	Iration, LLC f/s/o Iration	12,500.00
75236	8/9/2014	Jorge Diaz	300.00
75237	8/9/2014	Rebelution, LLC f/s/o Rebelution	64,500.00
75238	8/10/2014	The Green Band LLC f/s/o The Green	2,790.00
75239	8/10/2014	Iration, LLC f/s/o Iration	12,500.00
75240	8/10/2014	Rebelution, LLC f/s/o Rebelution	64,500.00
75241	8/12/2014	Francine Bradley	376.24
E111528285	8/12/2014	Ray Cammack Shows, Inc.	1,900,000.00
75242	8/19/2014	Reno's Fish & Chips	52.67
75243	8/19/2014	SDM Concessions	14.78
E14313237	8/21/2014	CA Public Employees Retirement System	126,325.73
E14317973	8/21/2014	CA Public Employees Retirement System	664.41
75244	8/22/2014	311 Touring Inc. F/S/O 311	21,855.79
75245	8/22/2014	Action Golf Cart Rentals	16,268.04
75246	8/22/2014	Association of State CA Supervisors	36.00
75247	8/22/2014	A & H Refrigeration, Inc.	2,259.00
75248	8/22/2014	Anker Trucking, Inc.	2,309.00
75249	8/22/2014	Ann Zastocki	100.00
75250	8/22/2014	Anna Norwood	120.00
75251	8/22/2014	Aquatic Service, Inc.	295.00
75252	8/22/2014	AT&T	39.51
75253	8/22/2014	AT&T	100.00
75254	8/22/2014	Clearinghouse, ATLAS no. 000485120101	94.29
75255	8/22/2014	BC Tours, Inc. f/s/o Billy Currington	8,641.49
75256	8/22/2014	Bee Busters	1,600.00
75257	8/22/2014	Boulevard Greenhouse, Inc.	4,017.60
75258	8/22/2014	Brian Danker	375.00
75259	8/22/2014	Bro Pack, Inc	2,375.00
75260	8/22/2014	BurrellesLuce	795.30
75261	8/22/2014	California Rare Fruit Growers	630.00
75262	8/22/2014	California Fair Services Authority	51,933.74
75263	8/22/2014	California Fair Services Authority	410.00
75264	8/22/2014	Clear Channel Worldwide, Inc.	10,625.00
75265	8/22/2014	CCS Orange County Janitorial, Inc.	43,628.03
75266	8/22/2014	CR&R INC.	145.00

OC Fair & Event Center
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Check No.	Date	Vendor Name	Amount
75267	8/22/2014	CR&A Custom, Inc.	1,414.48
75268	8/22/2014	Darrell Poper	160.00
75269	8/22/2014	Dave Lieberman	100.00
75270	8/22/2014	Department of General Services	47.18
75271	8/22/2014	Dereing Seating & Manufacturing, Inc.	198.72
75272	8/22/2014	Employment Development Department	31,865.00
75273	8/22/2014	Event Survey Group	14,750.00
75274	8/22/2014	Evy Young	191.05
75275	8/22/2014	Firebrand Live, Inc.	10,144.02
75276	8/22/2014	Ford Enterprises	60.00
75277	8/22/2014	Franchise Tax Board	356.91
75278	8/22/2014	Frank Thurston	12,500.00
75279	8/22/2014	Gail Call	240.00
75280	8/22/2014	Geri Cibellis	50.00
75281	8/22/2014	Gregory Rager	375.00
75282	8/22/2014	Haaker Equipment Company	5,184.00
75283	8/22/2014	Iration, LLC f/s/o Iration	13,807.41
75284	8/22/2014	IRS - ACS Support - Stop 813G	148.65
75285	8/22/2014	Internal Revenue Service	169.19
75286	8/22/2014	Indiana State Central Collection Unit	149.03
75287	8/22/2014	Isle Entertainment, Inc. FSO Tini Grey	3,600.00
75288	8/22/2014	Jillian Browne	320.00
75289	8/22/2014	Joseph D. Ott	250.00
75290	8/22/2014	KABC - TV	44,030.00
75291	8/22/2014	KAMP-FM / KCBS-FM	15,555.00
75292	8/22/2014	Kathleen Castagnoli	80.00
75293	8/22/2014	KBUE - FM	8,351.25
75294	8/22/2014	KCAL-TV/CALIFORNIA 9	15,403.70
75295	8/22/2014	KCBS Television Studios	10,072.50
75296	8/22/2014	KCOP Television, Inc.	2,550.00
75297	8/22/2014	KIIS FM/AM	28,751.25
75298	8/22/2014	KNBC-TV	30,430.00
75299	8/22/2014	KRCA - TV	6,715.00
75300	8/22/2014	KTLA, Inc.	27,816.25
75301	8/22/2014	KTTV	10,442.25
75302	8/22/2014	KVEA Channel 52	17,340.00
75303	8/22/2014	KYSR FM	13,311.00
75304	8/22/2014	Laird Plumleigh Studios	500.00
75305	8/22/2014	Los Angeles Times	61,203.60
75306	8/22/2014	Laurie L. Hassold	500.00
75307	8/22/2014	LA Weekly	19,545.00
75308	8/22/2014	Linda Amendt	100.00
75309	8/22/2014	Lisa Sexton	6,612.50
75310	8/22/2014	Live Nation Merchandise, Inc.	17,732.76
75311	8/22/2014	Long Beach Shavings Co.	10,479.60

OC Fair & Event Center
Accounts Payable Checks / Electronic Payments Summary
August 2014

Check No.	Date	Vendor Name	Amount
75312	8/22/2014	Loomis Armored US, LLC	2,652.92
75313	8/22/2014	Lopez Works, Inc.	201,963.82
75314	8/22/2014	Mary Platis	100.00
75315	8/22/2014	Marie Torres	15.00
75316	8/22/2014	Medical Safety Management, Inc.	37,374.17
75317	8/22/2014	Miriam Somoano, AIFD	180.00
75318	8/22/2014	Modular Space Corporation / Modspace	10,986.59
75319	8/22/2014	Orange County Register - Advertising	43,998.50
75320	8/22/2014	Orange County Sheriff's Advisory Council	6,780.00
75321	8/22/2014	OC Weekly, LP	9,866.00
75322	8/22/2014	Penhall Company dba Penhall Rentals	15,945.06
75323	8/22/2014	CA Public Employees Retirement System	285.53
75324	8/22/2014	Pinnacle Landscape Company	4,457.00
75325	8/22/2014	Platinum Resource Group	3,149.25
75326	8/22/2014	Pomona Food Locker	1,044.86
75327	8/22/2014	Priscilla Mayfield	100.00
75328	8/22/2014	Quickel Paving	11,495.00
75329	8/22/2014	Rebelution, LLC f/s/o Rebelution	23,970.08
75330	8/22/2014	Red Wing Hatchery	125.40
75331	8/22/2014	Richard S. Otsubo	500.00
75332	8/22/2014	Richards & Southern, Inc.	1,069.44
75333	8/22/2014	RK Diversified Entertainment, Inc.	13,882.39
75334	8/22/2014	Robert Papp	300.00
75335	8/22/2014	Zano Productions	2,756.75
75336	8/22/2014	RSS Partners, Inc.	5,568.76
75337	8/22/2014	Saddleback Veterinary Services, Inc.	2,500.00
75338	8/22/2014	Santa Ysabel Double S Corp	1,703.00
75339	8/22/2014	Sean Quinn	300.00
75340	8/22/2014	Securitas Security Services USA, Inc.	399.00
75341	8/22/2014	Quijote Corporation dba Sensis	14,610.00
75342	8/22/2014	Showbiz, Inc.	29,865.60
75343	8/22/2014	Silverado Stages, Inc.	790.00
75344	8/22/2014	Southern California Edison	149,090.25
75345	8/22/2014	Speeda Sound, Inc.	113,750.00
75346	8/22/2014	State Disbursement Unit	1,090.21
75347	8/22/2014	Statewide Seating & Grandstands, Inc.	16,160.00
75348	8/22/2014	Suzanne Reichard	15.00
75349	8/22/2014	TalentWise, Inc.	1,945.00
75350	8/22/2014	Tsutsumida Pictures	276.00
75351	8/22/2014	Valerie Loew	375.00
75352	8/22/2014	Verizon Wireless	1,705.28
75353	8/22/2014	Wheeland Brothers	989.35
75354	8/22/2014	Billy McKinley	3,225.77
75355	8/22/2014	Williams Scotsman, Inc.	6,250.59
75356	8/22/2014	Yvonne Marie Andrew	300.00

OC Fair & Event Center Accounts Payable Checks / Electronic Payments Summary August 2014			
Check No.	Date	Vendor Name	Amount
75357	8/28/2014	A & H Refrigeration, Inc.	675.84
75358	8/28/2014	Andy Gump Inc.	2,430.00
75359	8/28/2014	AT&T	9,002.43
75360	8/28/2014	Backyard BBQ Village, Inc.	5,126.00
75361	8/28/2014	California Fairs Financing Authority	25,417.56
75362	8/28/2014	Department of General Services	450.00
75363	8/28/2014	Favorday Church	1,500.00
75364	8/28/2014	Heider Engineering Services, Inc.	33,865.50
75365	8/28/2014	Innovative Construction Solutions	151,960.63
75366	8/28/2014	IUOE, Craft/Maint. Division	1,092.00
75367	8/28/2014	Lightasmic!	450.00
75368	8/28/2014	Lopez Works, Inc.	31,469.37
75369	8/28/2014	MAKE Architecture	2,175.00
75370	8/28/2014	Mesa Water District	26,063.36
75371	8/28/2014	Ovations FanFare, LP	13,655.28
75372	8/28/2014	Platinum Resource Group	1,662.38
75373	8/28/2014	Coulter Associates LLC	56,000.00
75374	8/28/2014	Red Wing Hatchery	36.10
75375	8/28/2014	RK Diversified Entertainment, Inc.	311,599.60
75376	8/28/2014	Ronald D. Ham	100.00
75377	8/28/2014	SanGar Builders, Inc.	1,600.00
75378	8/28/2014	Securitas Security Services USA, Inc.	399.00
75379	8/28/2014	Showbiz, Inc.	51,401.16
75380	8/28/2014	Sound Media Fusion, LLC	14,250.00
75381	8/28/2014	State Disbursement Unit	642.00
75382	8/28/2014	STAFF PRO, INC.	4,266.00
75383	8/28/2014	ThyssenKrupp Elevator Corporation	885.00
75384	8/28/2014	Time Warner Cable Media Inc.	3,400.85
75385	8/28/2014	TrooMobile, LLC	4,250.00
75386	8/28/2014	Tsutsumida Pictures	216.00
75387	8/28/2014	Ware Disposal, Inc.	20,261.53
75388	8/28/2014	Willdan Geotechnical	6,430.00
75389	8/29/2014	Ware Disposal, Inc.	29,565.52
75390	8/29/2014	Mesa Water District	13,059.51
Total AP Checks/Electronic Payments			9,234,964.66
ED574DEC9F8	7/26/2014	US Bank (not included on July Report)	322,013.88

OC Fair & Event Center Junior Livestock Auction Checks August 2014			
Check No.	Date	Vendor Name	Amount
11194	8/13/2014	Aaron Sivard	935.00
11195	8/13/2014	Adam Uzueta	575.00
11196	8/13/2014	Adrian Pacheco	692.50
11197	8/13/2014	Albert Granados	468.75
11198	8/13/2014	Alberto Reyes	450.00
11199	8/13/2014	Alberto Torres	505.00
11200	8/13/2014	Alejandra Viveros	560.00
11201	8/13/2014	Alex Donnell	4,478.25
11202	8/13/2014	Alex Maitland	453.75
11203	8/13/2014	Alex Skidmore	770.00
11204	8/13/2014	Alexander Dugan	775.00
11205	8/13/2014	Alexandra Ulans	409.00
11206	8/13/2014	Alexis Estrada	515.00
11207	8/13/2014	Alexis Magdaleno	397.00
11208	8/13/2014	Alexis Nunez	395.00
11209	8/13/2014	Alexus Caudle	1,079.75
11210	8/13/2014	Alisa Hernandez	548.75
11211	8/13/2014	Allison Mullen	235.75
11212	8/13/2014	Alma Hernandez	377.00
11213	8/13/2014	Alyssa Hosmer	529.00
11214	8/13/2014	Alyssa Smith	465.00
11215	8/13/2014	Amanda Jacobs	1,062.00
11216	8/13/2014	Amber Buzzard	447.00
11217	8/13/2014	Amber Peterson	516.25
11218	8/13/2014	Aminah Aryan	628.75
11219	8/13/2014	Ana Chavez	508.75
11220	8/13/2014	Ana Ojeda	524.00
11221	8/13/2014	Andrew Kim	611.25
11222	8/13/2014	Andrew Nissen	675.00
11223	8/13/2014	Andy Montes	666.24
11224	8/13/2014	Angel Lagunas	516.00
11225	8/13/2014	Angel Smith	427.00
11226	8/13/2014	Angela Gutierrez	521.00
11227	8/13/2014	Anna Oleksyszyn	563.25
11228	8/13/2014	Annie Wallace	462.50
11229	8/13/2014	Antonio Rodriguez	575.00
11230	8/13/2014	April Ayers	391.24
11231	8/13/2014	Ashlee Reaves	377.00
11232	8/13/2014	Ashley Amezcua	555.75
11233	8/13/2014	Ashley Ankenman	420.00
11234	8/13/2014	Ashley Guillen	391.00
11235	8/13/2014	Ashley Portillo	271.01
11236	8/13/2014	Ashley Yanez	523.25
11237	8/13/2014	Athena Wingate	610.00
11238	8/13/2014	Audrey Walker	581.00

OC Fair & Event Center Junior Livestock Auction Checks August 2014			
Check No.	Date	Vendor Name	Amount
11239	8/13/2014	Austin Jaramillo	570.00
11240	8/13/2014	Autumn Thornberry	425.00
11241	8/13/2014	Bailey Hunter	747.50
11242	8/13/2014	Baylee Langer	414.00
11243	8/13/2014	Bianca Avila	271.00
11244	8/13/2014	Bianca Bailey	353.00
11245	8/13/2014	Binh Diep	3,596.00
11246	8/13/2014	Blake Petty	765.75
11247	8/13/2014	Blanca Vargas Pineda	434.00
11248	8/13/2014	Bobbi Rach and Diane Seibert Scholarship	573.50
11249	8/13/2014	Branden Soderlund	742.50
11250	8/13/2014	Brayan Ramirez	425.00
11251	8/13/2014	Brenda Avila	435.00
11252	8/13/2014	Brett Muravez	647.50
11253	8/13/2014	Brian Soto	510.50
11254	8/13/2014	Briana Ayala	560.25
11255	8/13/2014	Briana Rodriguez	716.00
11256	8/13/2014	Brianna Arango	455.00
11257	8/13/2014	Brianna DiDomenico	259.00
11258	8/13/2014	Brianne Shannon	1,481.50
11259	8/13/2014	Britney Cook	382.50
11260	8/13/2014	Carly Jenkins	1,421.25
11261	8/13/2014	Cassidy Fajardo	392.00
11262	8/13/2014	Cassidy Ryti	394.50
11263	8/13/2014	Centennial Farm Foundation	441.90
11264	8/13/2014	Chandler Martin	457.00
11265	8/13/2014	Chantelle Barlow	905.00
11266	8/13/2014	Charlie Clark	811.25
11267	8/13/2014	Cheyenne Tapp	524.00
11268	8/13/2014	Chris Cully	747.00
11269	8/13/2014	Christene Salgado	3,342.50
11270	8/13/2014	Christopher Castillo	610.00
11271	8/13/2014	Christopher Oh	697.50
11272	8/13/2014	Christopher Rodriguez	334.00
11273	8/13/2014	Cory Frutos	200.00
11274	8/13/2014	Cynthia Herrera	265.00
11275	8/13/2014	Daisy Sanchez	809.00
11276	8/13/2014	Daniel Aguilar	620.00
11277	8/13/2014	David Chapman	571.25
11278	8/13/2014	David Donske	339.99
11279	8/13/2014	David Mendez	881.00
11280	8/13/2014	David Pimentel	542.50
11281	8/13/2014	David Reyes	3,764.00
11282	8/13/2014	Desiree Valdivia	3,368.24
11283	8/13/2014	Destiny Mendoza	275.00

OC Fair & Event Center Junior Livestock Auction Checks August 2014			
Check No.	Date	Vendor Name	Amount
11284	8/13/2014	Destiny Ramos	3,321.00
11285	8/13/2014	Destiny Rouse	2,460.00
11286	8/13/2014	Diana Alvarez	280.00
11287	8/13/2014	Dominique Montes	1,020.50
11288	8/13/2014	Dylan Mongan	1,065.00
11289	8/13/2014	Eddie Paschal	296.24
11290	8/13/2014	Eleazar Flores	571.25
11291	8/13/2014	Elizabeth Lorenz	441.50
11292	8/13/2014	Elizabeth Turner	502.50
11293	8/13/2014	Emily Gamboa	1,393.00
11294	8/13/2014	Emily Miramontes	399.75
11295	8/13/2014	Emily Mycroft	3,686.60
11296	8/13/2014	Emma Franceschi	553.75
11297	8/13/2014	Emma Guzman	4,215.50
11298	8/13/2014	Eric Gutierrez	365.00
11299	8/13/2014	Erika Flores	301.00
11300	8/13/2014	Erin Maurer	447.50
11301	8/13/2014	Erin Perez	1,015.75
11302	8/13/2014	Francesca deBoisblanc	562.50
11303	8/13/2014	Frida Martinez	540.75
11304	8/13/2014	Gaby Rounds	640.00
11305	8/13/2014	Garrett Kern	431.00
11306	8/13/2014	Gloria Cordova	458.75
11307	8/13/2014	Greg Niklas	1,205.50
11308	8/13/2014	Guillermo Marquez	580.00
11309	8/13/2014	Hannah Beeson	485.00
11310	8/13/2014	Hannah Colfer	348.00
11311	8/13/2014	Hannah Harkins	420.75
11312	8/13/2014	Hannah Wrathall	472.50
11313	8/13/2014	Heather Hunt	1,392.50
11314	8/13/2014	Hector Pereida	175.00
11315	8/13/2014	Helena Frakes	812.50
11316	8/13/2014	Ingrid Hernandez	479.00
11317	8/13/2014	Isa Franceschi	942.00
11318	8/13/2014	Isaac Eubanks	542.50
11319	8/13/2014	Isabella Ruiz	565.00
11320	8/13/2014	Isabella Vegh	240.00
11321	8/13/2014	Ivy Malone	1,125.00
11322	8/13/2014	Ivy Menjivar	579.25
11323	8/13/2014	Jackson Walker	504.00
11324	8/13/2014	Jacob Barnett	502.50
11325	8/13/2014	Jake Pennino	3,474.00
11326	8/13/2014	Jamie Cartwright	695.00
11327	8/13/2014	Jamie Gutierrez	580.00
11328	8/13/2014	Jarod Martinez	495.00

OC Fair & Event Center Junior Livestock Auction Checks August 2014			
Check No.	Date	Vendor Name	Amount
11329	8/13/2014	Jasmin Granados	380.00
11330	8/13/2014	Jasmine Rodriguez	470.00
11331	8/13/2014	Jasmine Shedd	390.76
11332	8/13/2014	Jena Schuh	351.25
11333	8/13/2014	Jennifer Garcia	624.00
11334	8/13/2014	Jessica Johnson	990.00
11335	8/13/2014	Jessica Valenzuela	475.00
11336	8/13/2014	Jesus Ortiz	571.25
11337	8/13/2014	Jim Bailey Scholarship	411.40
11338	8/13/2014	Joana Vargas	381.25
11339	8/13/2014	Joey Caston	525.00
11340	8/13/2014	Johanna Jeltema	832.50
11341	8/13/2014	Johnathan Rodriguez	437.50
11342	8/13/2014	Jonnathan Luna	592.00
11343	8/13/2014	Jordan Blake	2,121.00
11344	8/13/2014	Jordan Linss	7,030.00
11345	8/13/2014	Jordan Outlaw	281.00
11346	8/13/2014	Jordyn Rodriguez	4,333.85
11347	8/13/2014	Jose Varela	4,710.00
11348	8/13/2014	Joseph Urbina	291.00
11349	8/13/2014	Joshua Gomez	2,214.00
11350	8/13/2014	Joshua Levy	572.50
11351	8/13/2014	VOID	0.00
11352	8/13/2014	Julia Ammermon	640.75
11353	8/13/2014	Julio Aranda	601.00
11354	8/13/2014	Kadie Levy	670.00
11355	8/13/2014	Kaile Dababneh	435.00
11356	8/13/2014	Kailey Conway	354.50
11357	8/13/2014	Kamryn Haiber	1,531.25
11358	8/13/2014	Karla Vallejo	475.50
11359	8/13/2014	Katherine Rosenow	565.00
11360	8/13/2014	Kathy Ghaby	425.00
11361	8/13/2014	Katie Moore	1,280.00
11362	8/13/2014	Katie Morales	507.50
11363	8/13/2014	Kayla Caston	400.00
11364	8/13/2014	Kayla Smith	920.00
11365	8/13/2014	Kaylee Worrell	741.25
11366	8/13/2014	Kelly Gibbs	670.00
11367	8/13/2014	Kelsey Ratelle	441.25
11368	8/13/2014	Kevin Kaire	485.00
11369	8/13/2014	Kevin Sanchez	499.00
11370	8/13/2014	Kimberly Urias	410.00
11371	8/13/2014	VOID	0.00
11372	8/13/2014	Kiran Maqbool	505.00
11373	8/13/2014	Krista Nichols	315.00

**OC Fair & Event Center
Junior Livestock Auction Checks
August 2014**

Check No.	Date	Vendor Name	Amount
11374	8/13/2014	Kristah Cliff	307.00
11375	8/13/2014	Kristiann Pereida	277.00
11376	8/13/2014	Kristina Urbano	360.00
11377	8/13/2014	Kylie Autor Parks	338.00
11378	8/13/2014	Lauren Kelley	636.24
11379	8/13/2014	Lauren Smith	408.00
11380	8/13/2014	Leonardo Picasso	477.00
11381	8/13/2014	Leslie Martinez	421.25
11382	8/13/2014	Leslie Morris	575.00
11383	8/13/2014	Lexi Maganzini	625.50
11384	8/13/2014	Lilliann Meek	629.00
11385	8/13/2014	Lindsey Diaz	502.00
11386	8/13/2014	Lindsey Hernandez	3,702.00
11387	8/13/2014	Lizbeth Juarez	442.50
11388	8/13/2014	Lizzie Moore	784.00
11389	8/13/2014	Luci Fusco	632.50
11390	8/13/2014	Luis Hernandez	421.25
11391	8/13/2014	Maddy Sturgill	665.00
11392	8/13/2014	Maizie Lai	490.25
11393	8/13/2014	Makayla Claes	470.00
11394	8/13/2014	Marc Rodriguez	502.50
11395	8/13/2014	Marco Martinez	753.75
11396	8/13/2014	Marcus Wood	1,012.00
11397	8/13/2014	Maria Gaeta	450.75
11398	8/13/2014	Marissa Tucker	449.00
11399	8/13/2014	Max Horan	717.50
11400	8/13/2014	McKenna Laban	665.00
11401	8/13/2014	Megan Tye	703.75
11402	8/13/2014	Melissa McCullough	1,080.50
11403	8/13/2014	Melodie Gonzalez	540.00
11404	8/13/2014	Mia Russell	666.24
11405	8/13/2014	Michael Leathers	603.75
11406	8/13/2014	Michael Occhipinti	652.50
11407	8/13/2014	Michael Parsons	3,113.50
11408	8/13/2014	Michael Soto	671.25
11409	8/13/2014	Michelle Leamons	394.50
11410	8/13/2014	Michelle Lozano	485.00
11411	8/13/2014	Michelle Schade	710.25
11412	8/13/2014	Mitchell Jensen	860.00
11413	8/13/2014	Moises Nunez	250.00
11414	8/13/2014	Morgan Ulrich	725.00
11415	8/13/2014	Naisah Garcia	475.00
11416	8/13/2014	Nancy Garcia	550.50
11417	8/13/2014	Natalie Quintanilla	3,346.00
11418	8/13/2014	Natalie Rivas	580.00

OC Fair & Event Center Junior Livestock Auction Checks August 2014			
Check No.	Date	Vendor Name	Amount
11419	8/13/2014	Nathan Talavera	764.25
11420	8/13/2014	Nicholas Romero	554.00
11421	8/13/2014	Nichole Torres	380.50
11422	8/13/2014	Nick Monk	1,495.00
11423	8/13/2014	Nicolas Maines	502.50
11424	8/13/2014	Nicolas Mullen	200.00
11425	8/13/2014	Oke Iyeke	3,785.00
11426	8/13/2014	Orange County 4-H	147.40
11427	8/13/2014	Oscar Rolon	492.00
11428	8/13/2014	Paulina Cortez	551.00
11429	8/13/2014	Pepper Lai	470.00
11430	8/13/2014	Priscilla Duenas	579.00
11431	8/13/2014	Quitlahuac Pantoja	175.00
11432	8/13/2014	Rachel Taggart	438.75
11433	8/13/2014	Ramon Cordoba	684.80
11434	8/13/2014	Raquel Castillo	495.00
11435	8/13/2014	Raymond Blanco	665.00
11436	8/13/2014	Rebecca Brand	596.25
11437	8/13/2014	Reese Davidson	541.50
11438	8/13/2014	Ricardo Cervantes	763.50
11439	8/13/2014	Rogelio Ortiz	378.00
11440	8/13/2014	Rosaisabel Vitela	572.00
11441	8/13/2014	Ruby Gallegos	413.75
11442	8/13/2014	Sabrina Pule	235.00
11443	8/13/2014	Sam Alonzo	734.25
11444	8/13/2014	Sam Levy	746.00
11445	8/13/2014	Samantha Wiggins	590.00
11446	8/13/2014	Sandy Dye	450.50
11447	8/13/2014	Sarah Gutierrez	396.25
11448	8/13/2014	Sarah Hill	5,057.50
11449	8/13/2014	Sarah Mills	615.00
11450	8/13/2014	Sarai Lopez	516.00
11451	8/13/2014	Sawyer Osborne	660.00
11452	8/13/2014	Sawyer Ragland	450.00
11453	8/13/2014	Sean Cadwell	501.00
11454	8/13/2014	Sergio Picasso	420.00
11455	8/13/2014	Shannon Billins	590.00
11456	8/13/2014	Shariah Dunn	1,182.50
11457	8/13/2014	Sheyla Sanchez	434.00
11458	8/13/2014	Sierra Courtney	5,341.50
11459	8/13/2014	Sierra Roberts	790.00
11460	8/13/2014	Sierra Tapp	827.50
11461	8/13/2014	Skyler Manning	490.00
11462	8/13/2014	Sonora Agriculture Foundation	241.20
11463	8/13/2014	Steven Garcia	270.00

OC Fair & Event Center Junior Livestock Auction Checks August 2014			
Check No.	Date	Vendor Name	Amount
11464	8/13/2014	Steven Nguyen	85.00
11465	8/13/2014	Steven Ramirez	451.50
11466	8/13/2014	Sulema Araiza	557.00
11467	8/13/2014	Sumayyah Yamani	655.00
11468	8/13/2014	Susan Nolan	491.00
11469	8/13/2014	Susana Diaz	220.00
11470	8/13/2014	Sydnee Ragland	450.00
11471	8/13/2014	Sydney Mycroft	717.50
11472	8/13/2014	Tanner Janssen	533.00
11473	8/13/2014	Tara Massey	575.24
11474	8/13/2014	Tate Lines	300.00
11475	8/13/2014	Tayah Bell	592.00
11476	8/13/2014	Taylor Coker	3,315.76
11477	8/13/2014	Taylor Dye	180.00
11478	8/13/2014	Taylor Eckenrod	877.50
11479	8/13/2014	Taylor Koontz	361.00
11480	8/13/2014	Taylor Townsend	581.25
11481	8/13/2014	Teresa Urbano	470.00
11482	8/13/2014	Tiffany Brooks	595.00
11483	8/13/2014	Tiffany Fess	775.00
11484	8/13/2014	Todd Grossen	644.00
11485	8/13/2014	Toni Hammork	977.50
11486	8/13/2014	Trina Brown	402.00
11487	8/13/2014	Trinity Healy	595.00
11488	8/13/2014	Trinity Wise	628.00
11489	8/13/2014	Tyler Kline	950.00
11490	8/13/2014	Tyler Norris	452.00
11491	8/13/2014	Tyler Richardson	190.00
11492	8/13/2014	Vanessa Angeles	3,773.00
11493	8/13/2014	Vanessa McFarland	776.25
11494	8/13/2014	Vanessa Montaño	495.00
11495	8/13/2014	Victoria Barnett	929.50
11496	8/13/2014	Vilena Shrader	304.00
11497	8/13/2014	Vitaly Stiver	427.00
11498	8/13/2014	Yadira Mendoza	681.25
11499	8/13/2014	Yulieanna Duran	507.00
11500	8/13/2014	Zoey Mullen	175.00
11501	8/15/2014	Jourdan Cerillo	337.50
11502	8/18/2014	Kiona Tapp	787.50
Total August Junior Livestock Auction Payments			247,476.60

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
33503	8/21/2014	Aaron Fernandes	300.00
33504	8/21/2014	Aaron Sugiyama	25.00
33505	8/21/2014	Abbie May	76.00
33506	8/21/2014	Abigail Giffin	20.00
33507	8/21/2014	Abigail Schweizer	21.00
33508	8/21/2014	Ada M Reed	25.00
33509	8/21/2014	Adam Castilla	10.00
33510	8/21/2014	Adrienne Kessler	75.00
33511	8/21/2014	Aileen Joines	25.00
33512	8/21/2014	Aimee Crouse	25.00
33513	8/21/2014	Al Ledesma	30.00
33514	8/21/2014	Alaina Klaes	105.00
33515	8/21/2014	Alan Polidori	150.00
33516	8/21/2014	Aleandra Ryan-Plasil	250.00
33517	8/21/2014	Alex Donnell	15.00
33518	8/21/2014	Alexa Agamalian	25.00
33519	8/21/2014	Alexander Dugan	28.00
33520	8/21/2014	Alexis Magdaleno	14.00
33521	8/21/2014	Alexis Martinez	15.00
33522	8/21/2014	Alexis Shekerlian	25.00
33523	8/21/2014	Alexus Caudle	18.00
33524	8/21/2014	Alice Allen	50.00
33525	8/21/2014	Alicia Robinson	10.00
33526	8/21/2014	Alisa Hernandez	120.00
33527	8/21/2014	Allen Mesick	1,520.00
33528	8/21/2014	Allison Mullen	14.00
33529	8/21/2014	Alyssa Morgan	75.00
33530	8/21/2014	Amanda Anderson	75.00
33531	8/21/2014	Amanda Hawley	40.00
33532	8/21/2014	Amanda Jacobs	18.00
33533	8/21/2014	Amanda Nigro	35.00
33534	8/21/2014	Amanda Penicks	18.00
33535	8/21/2014	Amber Buzzard	34.00
33536	8/21/2014	Amie Hagan	100.00
33537	8/21/2014	Aminah Aryan	18.00
33538	8/21/2014	Amy Avila	30.00
33539	8/21/2014	Amy Fabrizio	15.00
33540	8/21/2014	Amy Jo Pedone	40.00
33541	8/21/2014	Anabella Bonfa	75.00
33542	8/21/2014	Anais Catalina	25.00
33543	8/21/2014	Andrea Diaz	48.00
33544	8/21/2014	Andrew Croopnick	58.00
33545	8/21/2014	Andrew Hendrix	125.00
33546	8/21/2014	Andrew Hughes	125.00
33547	8/21/2014	Andrew Lee	50.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
33548	8/21/2014	Andy Montes	16.00
33549	8/21/2014	Angela Mcdowell	75.00
33550	8/21/2014	Ann Manolovitz	25.00
33551	8/21/2014	Anna Alcala	15.00
33552	8/21/2014	Anne Engle	25.00
33553	8/21/2014	Anne-Line Anderson	25.00
33554	8/21/2014	Anne-Marie Bravo	50.00
33555	8/21/2014	Annette Hernandez	75.00
33556	8/21/2014	Annette Rosenfeld	100.00
33557	8/21/2014	Annie Wallace	22.00
33558	8/21/2014	Anthony Bonfa	50.00
33559	8/21/2014	Antonio Espinosa	50.00
33560	8/21/2014	April Alvarado	25.00
33561	8/21/2014	Aron Grumbles	25.00
33562	8/21/2014	Ashley Benton	125.00
33563	8/21/2014	Ashley Dorr	10.00
33564	8/21/2014	Ashley Kucharik	10.00
33565	8/21/2014	Ashley Rayner	10.00
33566	8/21/2014	Ashley Tucker	250.00
33567	8/21/2014	Ashley Ward	46.00
33568	8/21/2014	Ashlyn Hollerbach	105.00
33569	8/21/2014	Ashlyn Hulin	50.00
33570	8/21/2014	Audrey Bowers	25.00
33571	8/21/2014	Audrey Kayser	85.00
33572	8/21/2014	Audrey Kim	40.00
33573	8/21/2014	Audrey Walker	13.00
33574	8/21/2014	Aurora Oviedo	15.00
33575	8/21/2014	Autumn Thornberry	17.00
33576	8/21/2014	Avalon Baltera	25.00
33577	8/21/2014	Barbara Bean	50.00
33578	8/21/2014	Barbara Cotter	25.00
33579	8/21/2014	Barbara Vargas	25.00
33580	8/21/2014	Becky Seifert	25.00
33581	8/21/2014	Ben Brenner	75.00
33582	8/21/2014	Benjamin Opson	35.00
33583	8/21/2014	Bernard Echanow	700.00
33584	8/21/2014	Beth Edgell	10.00
33585	8/21/2014	Beth Millett	25.00
33586	8/21/2014	Betty Hamilton	75.00
33587	8/21/2014	Bianca Avila	20.00
33588	8/21/2014	Bianca Bailey	18.00
33589	8/21/2014	Bianca Marroquin	100.00
33590	8/21/2014	Bill Haskell	200.00
33591	8/21/2014	Billy West	25.00
33592	8/21/2014	Bob Culhane	25.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
33593	8/21/2014	Bob Oehlman	125.00
33594	8/21/2014	Bob Rosenfield	50.00
33595	8/21/2014	Bobbie Crouse	25.00
33596	8/21/2014	Bonnie Bohart	20.00
33597	8/21/2014	Brandi Robinson	25.00
33598	8/21/2014	Brandon Hayes	100.00
33599	8/21/2014	Brandon Scarpato	800.00
33600	8/21/2014	Brayan Ramirez	20.00
33601	8/21/2014	Brenda Diaz	166.00
33602	8/21/2014	Brendan Shields	25.00
33603	8/21/2014	Brent Keebaugh	10.00
33604	8/21/2014	Brent Van Der Linden	10.00
33605	8/21/2014	Breton Woodford	100.00
33606	8/21/2014	Brett Christenson	350.00
33607	8/21/2014	Brett Lee Holleman	100.00
33608	8/21/2014	Brett Yaden	75.00
33609	8/21/2014	Brian Falzgraf	15.00
33610	8/21/2014	Brian Hayashi	25.00
33611	8/21/2014	Brian Ping	15.00
33612	8/21/2014	Brian Rothmuller	50.00
33613	8/21/2014	Briana Rodriguez	18.00
33614	8/21/2014	Brianne Shannon	71.00
33615	8/21/2014	Brigide Daily	10.00
33616	8/21/2014	Britney Cook	15.00
33617	8/21/2014	Brooklyn Baggett	22.00
33618	8/21/2014	Brooklyn Doddridge	111.00
33619	8/21/2014	Bruce Foyle	100.00
33620	8/21/2014	Bruce Lewellyn	50.00
33621	8/21/2014	Bruce Wight	75.00
33622	8/21/2014	Bryan Harris	75.00
33623	8/21/2014	Bryan Ramsay	25.00
33624	8/21/2014	Buena Park FFA	30.00
33625	8/21/2014	C. Ray Roth	75.00
33626	8/21/2014	Caitlyn Zone	10.00
33627	8/21/2014	Caleb Wern	20.00
33628	8/21/2014	Cali Putnam	2.00
33629	8/21/2014	Camellia Kuo	400.00
33630	8/21/2014	Camellia Schuk	110.00
33631	8/21/2014	Cameron Stephen	17.00
33632	8/21/2014	Candy Larsen	10.00
33633	8/21/2014	Canna Tung	100.00
33634	8/21/2014	Carin Prelesnik	25.00
33635	8/21/2014	Carissa Zrimsek	25.00
33636	8/21/2014	Carli Fawcett	8.00
33637	8/21/2014	Carly Jenkins	11.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
33638	8/21/2014	Carly Vinson	400.00
33639	8/21/2014	Carol Ashdown	75.00
33640	8/21/2014	Carol Cooperman	10.00
33641	8/21/2014	Carol Hayes	30.00
33642	8/21/2014	Carol L Bade	25.00
33643	8/21/2014	Carol Mann	1,000.00
33644	8/21/2014	Carol Provenzano	25.00
33645	8/21/2014	Carol Williams	25.00
33646	8/21/2014	Carole Burt	25.00
33647	8/21/2014	Caroline Verhagen	25.00
33648	8/21/2014	Carolyn Sellers	35.00
33649	8/21/2014	Carolyn Treloar	25.00
33650	8/21/2014	Carolyn Yarnell	25.00
33651	8/21/2014	Carrie Fehrenbach	25.00
33652	8/21/2014	Cat Quinn	25.00
33653	8/21/2014	Catherine Del Valle	25.00
33654	8/21/2014	Catherine Fernandes	675.00
33655	8/21/2014	Catherine Shannon	15.00
33656	8/21/2014	Cathleen Christensen	15.00
33657	8/21/2014	Cathleen Squires	10.00
33658	8/21/2014	Cathy Phillips	120.00
33659	8/21/2014	Ceana Thomas	245.00
33660	8/21/2014	Celia EnRico	75.00
33661	8/21/2014	Chance Leone	15.00
33662	8/21/2014	Chantelle Barlow	12.00
33663	8/21/2014	Charles Steichen	50.00
33664	8/21/2014	Charles Strodel	225.00
33665	8/21/2014	Charley Peer Roberts	34.00
33666	8/21/2014	Charlie Adams	35.00
33667	8/21/2014	Charlie Anne Breese	50.00
33668	8/21/2014	Charlie Brac	75.00
33669	8/21/2014	Chelsea Kissling	540.00
33670	8/21/2014	Cherl Lee	100.00
33671	8/21/2014	Cheryl Callaway	75.00
33672	8/21/2014	Cheryl Evans	175.00
33673	8/21/2014	Cheryl Rachal	50.00
33674	8/21/2014	Cheyenne Tapp	15.00
33675	8/21/2014	Ching Yin Lin	390.00
33676	8/21/2014	Christina Gamez	25.00
33677	8/21/2014	Christina Pecora	300.00
33678	8/21/2014	Christopher Desurra	86.00
33679	8/21/2014	Christopher Dovey	25.00
33680	8/21/2014	Christopher Oh	12.00
33681	8/21/2014	Christopher Rodriguez	15.00
33682	8/21/2014	Christopher Wayne Allwine	75.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
33683	8/21/2014	Christy Asher	75.00
33684	8/21/2014	Chuck Collins	300.00
33685	8/21/2014	Cindy Greene	100.00
33686	8/21/2014	Cindy Infante	20.00
33687	8/21/2014	Cindy Jenkinson	50.00
33688	8/21/2014	Clifford Bohart	10.00
33689	8/21/2014	Colin Benade	115.00
33690	8/21/2014	Connie Chang	25.00
33691	8/21/2014	Connie Major	100.00
33692	8/21/2014	Connie Terry	50.00
33693	8/21/2014	Cordie Gary	25.00
33694	8/21/2014	Corey Thompson	75.00
33695	8/21/2014	Corrine Sharp	1,030.00
33696	8/21/2014	Courtney Power	75.00
33697	8/21/2014	Covina FFA	40.00
33698	8/21/2014	Craig Polliard	175.00
33699	8/21/2014	Craig Sobel	50.00
33700	8/21/2014	Cristin Hurley	15.00
33701	8/21/2014	Cristina Gutierrez	300.00
33702	8/21/2014	Crystal Worley	75.00
33703	8/21/2014	Cynthia Herrera	12.00
33704	8/21/2014	D V Haghighat	25.00
33705	8/21/2014	Dan Frate	100.00
33706	8/21/2014	Dan Yovanovich	50.00
33707	8/21/2014	Dana Agamalian	25.00
33708	8/21/2014	Daniella Perez	13.00
33709	8/21/2014	Danielle Chargois	15.00
33710	8/21/2014	Danielle Dennis	25.00
33711	8/21/2014	Danielle Ernst	135.00
33712	8/21/2014	Danielle Midstokke	70.00
33713	8/21/2014	David Allen	665.00
33714	8/21/2014	David Blackburn	600.00
33715	8/21/2014	David Correia	35.00
33716	8/21/2014	David Duenas	50.00
33717	8/21/2014	David Grindahl	100.00
33718	8/21/2014	David Keleman	25.00
33719	8/21/2014	David Kricorian	100.00
33720	8/21/2014	David Mendez	13.00
33721	8/21/2014	David Reyes	16.00
33722	8/21/2014	David Simmons	75.00
33723	8/21/2014	Dawn Anderson	130.00
33724	8/21/2014	Deanna Jacobson	15.00
33725	8/21/2014	Debbie Freeman	30.00
33726	8/21/2014	Deborah A Boone	50.00
33727	8/21/2014	Deborah Katz	500.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
33728	8/21/2014	Debra Sandoval	128.00
33729	8/21/2014	Dee Sheahan	785.00
33730	8/21/2014	Denise Fraser	25.00
33731	8/21/2014	Denise Landon	75.00
33732	8/21/2014	Denise Marble	25.00
33733	8/21/2014	Dennis Hays	200.00
33734	8/21/2014	Derek Peters	75.00
33735	8/21/2014	Devin Francis	50.00
33736	8/21/2014	Diane Robles	75.00
33737	8/21/2014	Diane Rosenberg	25.00
33738	8/21/2014	Diane Senyak	110.00
33739	8/21/2014	Dolly Booher	18.00
33740	8/21/2014	Dolores Rodriguez	25.00
33741	8/21/2014	Dominique Montes	14.00
33742	8/21/2014	Don Alexander	65.00
33743	8/21/2014	Dona Webster	25.00
33744	8/21/2014	Donald Macdonald	25.00
33745	8/21/2014	Donna Hughes	25.00
33746	8/21/2014	Donna Jacques	25.00
33747	8/21/2014	Donna Leach	100.00
33748	8/21/2014	Donna Ogata	505.00
33749	8/21/2014	Donna Welsch	25.00
33750	8/21/2014	Doreen Van Lith	25.00
33751	8/21/2014	Doris Bello	25.00
33752	8/21/2014	Dylan Mongan	18.00
33753	8/21/2014	E. Diane Rodriguez	15.00
33754	8/21/2014	Eddie Paschal	16.00
33755	8/21/2014	Edward Rizzardi	225.00
33756	8/21/2014	Edye Miller	35.00
33757	8/21/2014	Eileen Mccullough	100.00
33758	8/21/2014	Elaine Linhoff	25.00
33759	8/21/2014	Elena Rubio	35.00
33760	8/21/2014	Elijah Lara	35.00
33761	8/21/2014	Elijah Van Zanten	25.00
33762	8/21/2014	Elisabeth Woo	75.00
33763	8/21/2014	Elizabeth Arevalo	25.00
33764	8/21/2014	Elizabeth Beckman	75.00
33765	8/21/2014	Elizabeth C. Bell	206.00
33766	8/21/2014	Elizabeth Rachal	50.00
33767	8/21/2014	Ellen Gregory	760.00
33768	8/21/2014	Ellie Hermann	60.00
33769	8/21/2014	Elsa Schweizer	24.00
33770	8/21/2014	Emanuel Dale	800.00
33771	8/21/2014	Emily Gamboa	346.00
33772	8/21/2014	Emily Laban	20.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
33773	8/21/2014	Emily Leeb	25.00
33774	8/21/2014	Emily Miramontes	16.00
33775	8/21/2014	Emily Parsons	55.00
33776	8/21/2014	Emma Franceschi	37.00
33777	8/21/2014	Emma Guzman	13.00
33778	8/21/2014	Emma Melzer	25.00
33779	8/21/2014	Eric Rosen	75.00
33780	8/21/2014	Eric Shields	100.00
33781	8/21/2014	Erin Kennedy	100.00
33782	8/21/2014	Erin Mongan	20.00
33783	8/21/2014	Eugene Hawkins	50.00
33784	8/21/2014	Evalyn Hernandez	35.00
33785	8/21/2014	Evelyn Clemens	25.00
33786	8/21/2014	Fawn Paez	25.00
33787	8/21/2014	Felipa Hanson	50.00
33788	8/21/2014	Felix Segura	25.00
33789	8/21/2014	Floral Design By Jacqueline Ahne	1,715.00
33790	8/21/2014	Frances Joy Domantay	10.00
33791	8/21/2014	Frank Andrews	700.00
33792	8/21/2014	Frank Devenport	50.00
33793	8/21/2014	Frank Szarka	10.00
33794	8/21/2014	Fred Eblin	50.00
33795	8/21/2014	Fred Guttentag	175.00
33796	8/21/2014	Frederick Gebhardt	25.00
33797	8/21/2014	Fullerton FFA	120.00
33798	8/21/2014	Gail Abramo	35.00
33799	8/21/2014	Garret Ward	10.00
33800	8/21/2014	Gary Sands	75.00
33801	8/21/2014	Gena Divine	25.00
33802	8/21/2014	Gene Guynn	25.00
33803	8/21/2014	Georgia Spidle	25.00
33804	8/21/2014	Gerald Meux, Jr.	25.00
33805	8/21/2014	Ginnie Jacobson	15.00
33806	8/21/2014	Grace Houchen	25.00
33807	8/21/2014	Gracie Doddridge	99.00
33808	8/21/2014	Grant Robb	55.00
33809	8/21/2014	Greg Boratyn	325.00
33810	8/21/2014	Greg Fountain	350.00
33811	8/21/2014	Greg Madrigal	125.00
33812	8/21/2014	Greg Schroeder	50.00
33813	8/21/2014	Gretchen Stanbury	25.00
33814	8/21/2014	Hailey Fletcher	300.00
33815	8/21/2014	Hal Metlitzky	100.00
33816	8/21/2014	Haley Simpson	60.00
33817	8/21/2014	Hamzah Yamani	13.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
33818	8/21/2014	Hang Tran	50.00
33819	8/21/2014	Hannah Colfer	12.00
33820	8/21/2014	Hannah Comroe	25.00
33821	8/21/2014	Hannah Harkins	16.00
33822	8/21/2014	Hannah Kredel-Speer	52.00
33823	8/21/2014	Hayley Williams	50.00
33824	8/21/2014	Heather Lott	100.00
33825	8/21/2014	Heather Wilhelm	30.00
33826	8/21/2014	Heathere Sampson	25.00
33827	8/21/2014	Herman Schneider	200.00
33828	8/21/2014	Hilarie Moore	15.00
33829	8/21/2014	Hunter Seymore	95.00
33830	8/21/2014	Ilene Corbett	25.00
33831	8/21/2014	Immanuel Lutheran Preschool	50.00
33832	8/21/2014	Irene Barker	15.00
33833	8/21/2014	Isa Franceschi	35.00
33834	8/21/2014	Isabel Donaldson	24.00
33835	8/21/2014	Isabelle Grybow	25.00
33836	8/21/2014	Ivy Malone	56.00
33837	8/21/2014	Jack Cooper	35.00
33838	8/21/2014	Jack McGuinness	20.00
33839	8/21/2014	Jack Webb	20.00
33840	8/21/2014	Jackson Walker	11.00
33841	8/21/2014	Jacob Carlisle	10.00
33842	8/21/2014	Jacqueline Ngo	10.00
33843	8/21/2014	Jacquie Wilvers	30.00
33844	8/21/2014	Jaden Morgan	60.00
33845	8/21/2014	Jake Pennino	14.00
33846	8/21/2014	James Almanzar	50.00
33847	8/21/2014	James Graham	50.00
33848	8/21/2014	James Heimbach	100.00
33849	8/21/2014	James Lieblang	25.00
33850	8/21/2014	James Lindsey	25.00
33851	8/21/2014	James McGuire	175.00
33852	8/21/2014	James Moss	100.00
33853	8/21/2014	James Rachal	790.00
33854	8/21/2014	James Salisbury	15.00
33855	8/21/2014	James Stone	700.00
33856	8/21/2014	Jamie Ernst	75.00
33857	8/21/2014	Jan Heistermann	175.00
33858	8/21/2014	Jan Rován	25.00
33859	8/21/2014	Janet Lew	175.00
33860	8/21/2014	Janet Whitehead	15.00
33861	8/21/2014	Janine Bello	25.00
33862	8/21/2014	Jasmine Chan	60.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
33863	8/21/2014	Jasmine Rodriguez	14.00
33864	8/21/2014	Jason Walcott	100.00
33865	8/21/2014	Jay Lee	50.00
33866	8/21/2014	Jeanette Floyd	100.00
33867	8/21/2014	Jeannette Mclver	300.00
33868	8/21/2014	Jeff Brady	175.00
33869	8/21/2014	Jeff Grossman	75.00
33870	8/21/2014	Jeffrey Nelson	75.00
33871	8/21/2014	Jeffrey Warner	25.00
33872	8/21/2014	Jen Starritt	60.00
33873	8/21/2014	Jena Williams	1,630.00
33874	8/21/2014	Jenna Lew	17.00
33875	8/21/2014	Jennifer Cerda	11.00
33876	8/21/2014	Jennifer Haase	75.00
33877	8/21/2014	Jennifer Moraca	150.00
33878	8/21/2014	Jennifer Putman	15.00
33879	8/21/2014	Jennifer Reyes	20.00
33880	8/21/2014	Jenny Woodward	75.00
33881	8/21/2014	Jeri Hayes	340.00
33882	8/21/2014	Jerry Franich	225.00
33883	8/21/2014	Jessica Allen	585.00
33884	8/21/2014	Jessica Barnett	10.00
33885	8/21/2014	Jessica Esquivel	25.00
33886	8/21/2014	Jessica Mount	15.00
33887	8/21/2014	Jessica West	15.00
33888	8/21/2014	Jill Stein	10.00
33889	8/21/2014	Jim Brancucci	25.00
33890	8/21/2014	Jim Collier	50.00
33891	8/21/2014	Jim Fox	50.00
33892	8/21/2014	Jim Langford	75.00
33893	8/21/2014	Jim Robbins	50.00
33894	8/21/2014	Jim Sinshemer	200.00
33895	8/21/2014	Jo Whitley	225.00
33896	8/21/2014	Joanne Kissling	395.00
33897	8/21/2014	Joe Berger	75.00
33898	8/21/2014	Joe Lucero	86.00
33899	8/21/2014	Joe Wenninger	75.00
33900	8/21/2014	Johanna Jeltema	13.00
33901	8/21/2014	Johannah Falke	25.00
33902	8/21/2014	John Bonin	75.00
33903	8/21/2014	John D Butler	75.00
33904	8/21/2014	John Fernandes	620.00
33905	8/21/2014	John Jackson	25.00
33906	8/21/2014	John Kessler	10.00
33907	8/21/2014	John Livingston	75.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
33908	8/21/2014	John Seitz	25.00
33909	8/21/2014	John Westenberger	50.00
33910	8/21/2014	Jon Infante	10.00
33911	8/21/2014	Jon Martens	20.00
33912	8/21/2014	Jordan Linss	38.00
33913	8/21/2014	Jordan Outlaw	19.00
33914	8/21/2014	Jordan Ward	52.00
33915	8/21/2014	Jordyn Rodriguez	19.00
33916	8/21/2014	Joseph Barton	25.00
33917	8/21/2014	Joseph Strubbe	100.00
33918	8/21/2014	Josh Stotler	75.00
33919	8/21/2014	Joshua Crawford	175.00
33920	8/21/2014	Joshua Gomez	19.00
33921	8/21/2014	Jourdan Cerillo	13.00
33922	8/21/2014	Joy Figueroa	50.00
33923	8/21/2014	Joy Hodge	200.00
33924	8/21/2014	Joyce Souza	25.00
33925	8/21/2014	Judy Bryant	25.00
33926	8/21/2014	Judy Leboeuf	125.00
33927	8/21/2014	Judy Marinelli	25.00
33928	8/21/2014	Judy McNulty	75.00
33929	8/21/2014	Judy Nguyen	25.00
33930	8/21/2014	Judye Blackwell	25.00
33931	8/21/2014	Julia Ammermon	38.00
33932	8/21/2014	Julia Isaacson	175.00
33933	8/21/2014	Julia Tellier	75.00
33934	8/21/2014	Julie Purchase	125.00
33935	8/21/2014	Julie Stevens Kemmerer	25.00
33936	8/21/2014	June McGuckin	15.00
33937	8/21/2014	Kacy Descalsota	25.00
33938	8/21/2014	Kaitlyn Doddridge	50.00
33939	8/21/2014	Kamryn Haiber	20.00
33940	8/21/2014	Karen Blume	100.00
33941	8/21/2014	Karen Christopher	75.00
33942	8/21/2014	Karen Fortin	15.00
33943	8/21/2014	Karen Uyeda	30.00
33944	8/21/2014	Karla Frizler	15.00
33945	8/21/2014	Karoline Korper	75.00
33946	8/21/2014	Kasia Albright	25.00
33947	8/21/2014	Kassi Sieber	8.00
33948	8/21/2014	Kate Toller	10.00
33949	8/21/2014	Kate Whalen	640.00
33950	8/21/2014	Katelyn Brady	25.00
33951	8/21/2014	Katherine Rosenow	40.00
33952	8/21/2014	Kathie Hoffman	15.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
33953	8/21/2014	Kathleen Castagnoli	270.00
33954	8/21/2014	Kathleen James	25.00
33955	8/21/2014	Kathryn Goldin	175.00
33956	8/21/2014	Kathy Davis	75.00
33957	8/21/2014	Kathy Gomez	19.00
33958	8/21/2014	Kathy Irvine	25.00
33959	8/21/2014	Kathy M Munson	25.00
33960	8/21/2014	Kathy Monge	100.00
33961	8/21/2014	Katie Beason	50.00
33962	8/21/2014	Katie Iniguez	10.00
33963	8/21/2014	Katie Moore	32.00
33964	8/21/2014	Katie Shreve	60.00
33965	8/21/2014	Katie Webb	25.00
33966	8/21/2014	Katrina Liao	35.00
33967	8/21/2014	Katrina Sommer	19.00
33968	8/21/2014	Kay Utley	75.00
33969	8/21/2014	Kayla Bach	50.00
33970	8/21/2014	Kayla Smith	14.00
33971	8/21/2014	Kaylee Worrell	16.00
33972	8/21/2014	Kelli Bell	105.00
33973	8/21/2014	Kellie Williams	25.00
33974	8/21/2014	Kelly Bohart	16.00
33975	8/21/2014	Kelly Karpuk	15.00
33976	8/21/2014	Kelly Kobayashi	15.00
33977	8/21/2014	Kelly Marie Lee	25.00
33978	8/21/2014	Kelsey Kisling	70.00
33979	8/21/2014	Kenneth Renk	175.00
33980	8/21/2014	Kerianne Stephan	25.00
33981	8/21/2014	Kerry Douglas Frank	175.00
33982	8/21/2014	Kiki Anastopoulos	10.00
33983	8/21/2014	Kim Allen	10.00
33984	8/21/2014	Kim Boltz	215.00
33985	8/21/2014	Kim Ivora	25.00
33986	8/21/2014	Kim Tardiff	15.00
33987	8/21/2014	Kimberly Crowther	50.00
33988	8/21/2014	Kimberly Smith	25.00
33989	8/21/2014	Kimberly Vega	15.00
33990	8/21/2014	Kiona Tapp	17.00
33991	8/21/2014	Kiran Maqbool	100.00
33992	8/21/2014	Kirsten Johnson	1,025.00
33993	8/21/2014	Kirsten Sly	25.00
33994	8/21/2014	Kiyoko Way	295.00
33995	8/21/2014	Kristi Carlson	10.00
33996	8/21/2014	Kristie Koepplin	310.00
33997	8/21/2014	Kristin Palkoner	50.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
33998	8/21/2014	Kristin Rhodes	25.00
33999	8/21/2014	Kristina Savage	120.00
34000	8/21/2014	Kurt Weismair	50.00
34001	8/21/2014	Kutter Wright	50.00
34002	8/21/2014	Kyle Crocker	75.00
34003	8/21/2014	Kymberli Quackenbush	100.00
34004	8/21/2014	La Habra FFA	190.00
34005	8/21/2014	Lancia Rajanayagam	25.00
34006	8/21/2014	Lara Saprito	30.00
34007	8/21/2014	Larry Olson	75.00
34008	8/21/2014	Laura Croopnick	84.00
34009	8/21/2014	Laura Murphy	850.00
34010	8/21/2014	Laura Weitzman	25.00
34011	8/21/2014	Lauren Chang	15.00
34012	8/21/2014	Lauren Hatch	25.00
34013	8/21/2014	Lauren Kelley	11.00
34014	8/21/2014	Lauren Wilkins	50.00
34015	8/21/2014	Laurie Anderson	65.00
34016	8/21/2014	Leana McCloe	6.00
34017	8/21/2014	Lee Garigmeyer	25.00
34018	8/21/2014	Leonardo Picasso	16.00
34019	8/21/2014	Leslie Corsini	40.00
34020	8/21/2014	Leslie Diaz	775.00
34021	8/21/2014	Leticia Sanchez	25.00
34022	8/21/2014	Lexi Maganzini	17.00
34023	8/21/2014	Lilla Rider	35.00
34024	8/21/2014	Lilliann Meek	13.00
34025	8/21/2014	Lily Morales	10.00
34026	8/21/2014	Linda Conn	25.00
34027	8/21/2014	Linda Eder Colquitt	900.00
34028	8/21/2014	Linda J. Bell	190.00
34029	8/21/2014	Linda Leone	25.00
34030	8/21/2014	Linda Mericle	90.00
34031	8/21/2014	Linda Olivieri	25.00
34032	8/21/2014	Linda Treadway-Dillmon	25.00
34033	8/21/2014	Lindsley Monfort	10.00
34034	8/21/2014	Lisa Arnold	75.00
34035	8/21/2014	Lisa Dayton	10.00
34036	8/21/2014	Lisa Ikerd-Carradine	75.00
34037	8/21/2014	Lisset Mendoza	200.00
34038	8/21/2014	Livia Barnett	10.00
34039	8/21/2014	Lois Swedberg.	25.00
34040	8/21/2014	Lonny Pace	100.00
34041	8/21/2014	Loretta Cisneros	630.00
34042	8/21/2014	Lori Metcalf	10.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
34043	8/21/2014	Lou Henkel	75.00
34044	8/21/2014	Louise Glasgow	10.00
34045	8/21/2014	Lovely Carandang	25.00
34046	8/21/2014	Lucas Lara	20.00
34047	8/21/2014	Luis Soto	19.00
34048	8/21/2014	Luke Goldade	40.00
34049	8/21/2014	Lydia Perez	20.00
34050	8/21/2014	Lydia Picasso	25.00
34051	8/21/2014	Lynn Mattina	25.00
34052	8/21/2014	Mac Kenzie Conway	80.00
34053	8/21/2014	Madi Fawcett	6.00
34054	8/21/2014	Madison Eberhardt	25.00
34055	8/21/2014	Maegan Romanello	25.00
34056	8/21/2014	Magie Smith-Fleisher	350.00
34057	8/21/2014	Majesta M	25.00
34058	8/21/2014	Makayla Claes	18.00
34059	8/21/2014	Malinda Smith	10.00
34060	8/21/2014	Marc Roth	100.00
34061	8/21/2014	Marcia Sanchez-Walsh	100.00
34062	8/21/2014	Marcia Weatherholt-Bernhardt	100.00
34063	8/21/2014	Marcie Jones	134.00
34064	8/21/2014	Marcus Wood	36.00
34065	8/21/2014	Marcy Crede-Booth	75.00
34066	8/21/2014	Margaret Bale	65.00
34067	8/21/2014	Maria Gaeta	17.00
34068	8/21/2014	Maria Picasso	75.00
34069	8/21/2014	Mariah Ames	75.00
34070	8/21/2014	Marian Drum	25.00
34071	8/21/2014	Marian Nicholas	75.00
34072	8/21/2014	Marilou Hogeboom	100.00
34073	8/21/2014	Marilyn Egler	10.00
34074	8/21/2014	Marilyn Hettick	50.00
34075	8/21/2014	Marilyn Usrey	75.00
34076	8/21/2014	Maritza Cunnison	270.00
34077	8/21/2014	Marje Gunnarson	450.00
34078	8/21/2014	Mark Dorfman	10.00
34079	8/21/2014	Mark Hosmer	100.00
34080	8/21/2014	Marla Borokoff	215.00
34081	8/21/2014	Marlys Horning	25.00
34082	8/21/2014	Marni Hood	25.00
34083	8/21/2014	Marsha Rose	15.00
34084	8/21/2014	Marta Anderson	100.00
34085	8/21/2014	Marta Hannah	25.00
34086	8/21/2014	Marte Amato	75.00
34087	8/21/2014	Marty Brancucci	25.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
34088	8/21/2014	Mary Ann Sniff	25.00
34089	8/21/2014	Mary Jane Blackwell	50.00
34090	8/21/2014	Mary Lee Gair	30.00
34091	8/21/2014	Mary Mani	25.00
34092	8/21/2014	Mary Pat Buhl	25.00
34093	8/21/2014	Mary Woo	25.00
34094	8/21/2014	Maryjane Midstokke	310.00
34095	8/21/2014	Matt Whalen	25.00
34096	8/21/2014	Matthew Gallimore	375.00
34097	8/21/2014	Matthew Serrano	125.00
34098	8/21/2014	Maureen Nolen	100.00
34099	8/21/2014	Max Kaplan	75.00
34100	8/21/2014	Max Wehner	25.00
34101	8/21/2014	Maxanne Durkee	25.00
34102	8/21/2014	McKenna Laban	19.00
34103	8/21/2014	Mckinley Warhol	25.00
34104	8/21/2014	Meaghan Edwards	28.00
34105	8/21/2014	Megan Tye	30.00
34106	8/21/2014	Melanie Harvey	25.00
34107	8/21/2014	Melissa Crane	10.00
34108	8/21/2014	Melissa Gervase	10.00
34109	8/21/2014	Melissa McCullough	11.00
34110	8/21/2014	Melissa Tipton	25.00
34111	8/21/2014	Melody Lee	155.00
34112	8/21/2014	Mia Russell	17.00
34113	8/21/2014	Michael Childs	100.00
34114	8/21/2014	Michael Henderson	175.00
34115	8/21/2014	Michael Hickman	300.00
34116	8/21/2014	Michael Leathers	13.00
34117	8/21/2014	Michael Occhipinti	15.00
34118	8/21/2014	Michael Parsons	18.00
34119	8/21/2014	Michael Rayner	75.00
34120	8/21/2014	Michael Reisfeld	10.00
34121	8/21/2014	Michael Ward	375.00
34122	8/21/2014	Michelle Chavez	14.00
34123	8/21/2014	Michelle Dean	15.00
34124	8/21/2014	Michelle J Lee	25.00
34125	8/21/2014	Mickey Pinon	50.00
34126	8/21/2014	Mikaili Thomas	140.00
34127	8/21/2014	Mike Bray	75.00
34128	8/21/2014	Mindy Benham	25.00
34129	8/21/2014	Minerva Thai	110.00
34130	8/21/2014	Mission Viejo FFA	250.00
34131	8/21/2014	Morgan Ulrich	12.00
34132	8/21/2014	Morris Thurston	25.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
34133	8/21/2014	Moses Carias	18.00
34134	8/21/2014	Ms. Courtney	25.00
34135	8/21/2014	Mulan Homo	75.00
34136	8/21/2014	Nancee Siebert	515.00
34137	8/21/2014	Nancy Barnes	150.00
34138	8/21/2014	Nancy Bower	25.00
34139	8/21/2014	Nancy Miller	10.00
34140	8/21/2014	Nancy Ronquillo	25.00
34141	8/21/2014	Nancy Young	25.00
34142	8/21/2014	Natalie Lutz	260.00
34143	8/21/2014	Nicholas Ivins	125.00
34144	8/21/2014	Nicholas Nicola	75.00
34145	8/21/2014	Nicholas St. Clair	150.00
34146	8/21/2014	Nick Monk	31.00
34147	8/21/2014	Nick Zens	25.00
34148	8/21/2014	Nicolas Maines	11.00
34149	8/21/2014	Nicole Bauer	50.00
34150	8/21/2014	Nicole Midstokke	140.00
34151	8/21/2014	Nicole Palumbo	15.00
34152	8/21/2014	Nicole Sipe	10.00
34153	8/21/2014	Nicole Tracy	10.00
34154	8/21/2014	Nikki Johnson	425.00
34155	8/21/2014	Niloofer Parvas	2,165.00
34156	8/21/2014	Nina Abramo	60.00
34157	8/21/2014	Nora Chen	150.00
34158	8/21/2014	Norma Prickett	25.00
34159	8/21/2014	Nu Doan	140.00
34160	8/21/2014	Orange County 4H Master Pygmy Goat	50.00
34161	8/21/2014	Oke Iyeke	14.00
34162	8/21/2014	Orange Acres Backbreakers 4-H	190.00
34163	8/21/2014	P. Melanie Vliet	25.00
34164	8/21/2014	Pamela Brand	25.00
34165	8/21/2014	Pamela Goldman	125.00
34166	8/21/2014	Pamela J. Garretson	75.00
34167	8/21/2014	Pamela Wnuck	500.00
34168	8/21/2014	Pat Finnegan	75.00
34169	8/21/2014	Pat Johnson	300.00
34170	8/21/2014	Pat Salios	75.00
34171	8/21/2014	Patricia Skidmore	10.00
34172	8/21/2014	Patricia Stanislawczyk	245.00
34173	8/21/2014	Patricia Stoner	50.00
34174	8/21/2014	Patti Yunker	100.00
34175	8/21/2014	Patty Turrell	100.00
34176	8/21/2014	Patty Wayte	75.00
34177	8/21/2014	Paul Cain	25.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
34178	8/21/2014	Paul Hoffman	50.00
34179	8/21/2014	Paul Lettieri	100.00
34180	8/21/2014	Paulina Cortez	12.00
34181	8/21/2014	Pauline Fernandez	100.00
34182	8/21/2014	Peggy Bernal	15.00
34183	8/21/2014	Penny Noel	10.00
34184	8/21/2014	Phil Polanco	50.00
34185	8/21/2014	Phillip Colquitt	910.00
34186	8/21/2014	Phillip Pullion	10.00
34187	8/21/2014	Phuong Pham	330.00
34188	8/21/2014	Pietra Gaw	25.00
34189	8/21/2014	Preston Ninmer	10.00
34190	8/21/2014	R. Mike Nichols	25.00
34191	8/21/2014	Rachel Joo	90.00
34192	8/21/2014	Rachel Taggart	13.00
34193	8/21/2014	Raitt Finnegan	250.00
34194	8/21/2014	Ralph Crowther	50.00
34195	8/21/2014	Ralph Motley	100.00
34196	8/21/2014	Ramon Cordoba	16.00
34197	8/21/2014	Randall Barr	100.00
34198	8/21/2014	Randall Stoner	375.00
34199	8/21/2014	Randy Bohart	18.00
34200	8/21/2014	Randy Shumaker	1,445.00
34201	8/21/2014	Raymond Blanco	16.00
34202	8/21/2014	Rebecca Aguilar	25.00
34203	8/21/2014	Rebecca Bender	19.00
34204	8/21/2014	Rebecca Mourer	95.00
34205	8/21/2014	Rebecca Nunes	75.00
34206	8/21/2014	Reese Davidson	14.00
34207	8/21/2014	Renee Mangold	25.00
34208	8/21/2014	Richard Bohn	75.00
34209	8/21/2014	Rick Valasek	125.00
34210	8/21/2014	Rika Kristanto	15.00
34211	8/21/2014	Rita Jakel	10.00
34212	8/21/2014	Robert Anslow	25.00
34213	8/21/2014	Robert Bilevich	50.00
34214	8/21/2014	Robert Kissling	415.00
34215	8/21/2014	Robert Laughlin	2.00
34216	8/21/2014	Robert Olinto	75.00
34217	8/21/2014	Robert Perrault	75.00
34218	8/21/2014	Robert Polgar	25.00
34219	8/21/2014	Robert Sawyer	15.00
34220	8/21/2014	Robert Staeck	100.00
34221	8/21/2014	Robert Ward	28.00
34222	8/21/2014	Roberta Denny	25.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
34223	8/21/2014	Robin Frazier	40.00
34224	8/21/2014	Robyn Cherry	20.00
34225	8/21/2014	Rogene Gad	10.00
34226	8/21/2014	Roger Lang	100.00
34227	8/21/2014	Ron Jackson	75.00
34228	8/21/2014	Ron Johnson	350.00
34229	8/21/2014	Ron Schrantz	300.00
34230	8/21/2014	Rosaisabel Vitela	17.00
34231	8/21/2014	Rosalie Irish	75.00
34232	8/21/2014	Rosemary Bergmann	15.00
34233	8/21/2014	Ross Gilroy	275.00
34234	8/21/2014	Royce Hutain	50.00
34235	8/21/2014	Royce Johnson	19.00
34236	8/21/2014	Russell Robbins	25.00
34237	8/21/2014	Ruth Sotomayor	50.00
34238	8/21/2014	Ryan Villareal	100.00
34239	8/21/2014	Sam Alonzo	15.00
34240	8/21/2014	Samantha Wiggins	13.00
34241	8/21/2014	Sandra Burgett	24.00
34242	8/21/2014	Sandy VanEcho	875.00
34243	8/21/2014	Sara Silberman	25.00
34244	8/21/2014	Sarah Boots	173.00
34245	8/21/2014	Sarah Chah	75.00
34246	8/21/2014	Sarah Coker	10.00
34247	8/21/2014	Sarah Damato	25.00
34248	8/21/2014	Sarah Halpin	50.00
34249	8/21/2014	Sarah Hill	12.00
34250	8/21/2014	Sarah Martin	329.00
34251	8/21/2014	Sarah Mills	20.00
34252	8/21/2014	Sawyer Osborne	19.00
34253	8/21/2014	Sawyer Ragland	6.00
34254	8/21/2014	Scott Davenport	10.00
34255	8/21/2014	Scott Miller	22.00
34256	8/21/2014	Sean Le	25.00
34257	8/21/2014	Sebastian Clancy	55.00
34258	8/21/2014	Sergio Picasso	17.00
34259	8/21/2014	Seungeun Yi	60.00
34260	8/21/2014	Shane Mesquit	75.00
34261	8/21/2014	Shanna Rosa	15.00
34262	8/21/2014	Shannon Turner	35.00
34263	8/21/2014	Shannon Wegener	75.00
34264	8/21/2014	Shannon Zintgraff	18.00
34265	8/21/2014	Shariah Dunn	19.00
34266	8/21/2014	Sharon Hittner	715.00
34267	8/21/2014	Shelby Ward	26.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
34268	8/21/2014	Shelly Freis	25.00
34269	8/21/2014	Sheri Krogh	75.00
34270	8/21/2014	Sherrie Trucios	50.00
34271	8/21/2014	Shirley Hamilton	75.00
34272	8/21/2014	Shirley Hsieh	25.00
34273	8/21/2014	Sierra Roberts	20.00
34274	8/21/2014	Sierra Tapp	11.00
34275	8/21/2014	Silaine Thordarson	125.00
34276	8/21/2014	Slavica Yovanovich	25.00
34277	8/21/2014	Sonia Hall	15.00
34278	8/21/2014	Sonora FFA	180.00
34279	8/21/2014	Sophia Anderson	25.00
34280	8/21/2014	Sophia Jansen	10.00
34281	8/21/2014	Stacy Rauh	75.00
34282	8/21/2014	Stanley R. Bell	152.00
34283	8/21/2014	Stefan Berliner	75.00
34284	8/21/2014	Stephanie Bryant	25.00
34285	8/21/2014	Stephanie Chang	25.00
34286	8/21/2014	Stephanie Havelka	25.00
34287	8/21/2014	Stephanie Tokar	25.00
34288	8/21/2014	Steve Eldredge	75.00
34289	8/21/2014	Steve Gilb	50.00
34290	8/21/2014	Steve Huebner	50.00
34291	8/21/2014	Steve Paul	30.00
34292	8/21/2014	Steven Ellis	25.00
34293	8/21/2014	Sue Butler	75.00
34294	8/21/2014	Sumayyah Yamani	20.00
34295	8/21/2014	Sunny Hills FFA	220.00
34296	8/21/2014	Susan Allen	25.00
34297	8/21/2014	Susan Arnold	10.00
34298	8/21/2014	Susan Asato	75.00
34299	8/21/2014	Susan Bounds	10.00
34300	8/21/2014	Susan Brown Matsumoto	450.00
34301	8/21/2014	Susan Dixon	75.00
34302	8/21/2014	Susan Janson	10.00
34303	8/21/2014	Susan K Asato	50.00
34304	8/21/2014	Susan Yedor	25.00
34305	8/21/2014	Suzanne Greenberg	125.00
34306	8/21/2014	Sydnee Ragland	7.00
34307	8/21/2014	Sydney Mycroft	19.00
34308	8/21/2014	Sydney Whitacre	60.00
34309	8/21/2014	Taeho Kwon	100.00
34310	8/21/2014	Tami Dunham	25.00
34311	8/21/2014	Tania Addington	25.00
34312	8/21/2014	Tara Falce	50.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
34313	8/21/2014	Tara Keebaugh	25.00
34314	8/21/2014	Tara Massey	11.00
34315	8/21/2014	Tasha Peterson	38.00
34316	8/21/2014	Taylor Coker	52.00
34317	8/21/2014	Taylor Eckenrod	132.00
34318	8/21/2014	Taylor Koontz	15.00
34319	8/21/2014	Tèa Rice	40.00
34320	8/21/2014	Ted Urbanski	75.00
34321	8/21/2014	Terry Holte	25.00
34322	8/21/2014	Terry Houseworth	50.00
34323	8/21/2014	Terry Jakel	10.00
34324	8/21/2014	Terry Marusich	10.00
34325	8/21/2014	Terry Oneill	75.00
34326	8/21/2014	Theo Schweizer	20.00
34327	8/21/2014	Therese Dryer Torres	250.00
34328	8/21/2014	Thomas Bowles	25.00
34329	8/21/2014	Tianna Weiland	20.00
34330	8/21/2014	Tiffany Chang	25.00
34331	8/21/2014	Tiffany Fess	18.00
34332	8/21/2014	Tim Macy	75.00
34333	8/21/2014	Tina Zach	15.00
34334	8/21/2014	Tom Daub	25.00
34335	8/21/2014	Tom Riehl	25.00
34336	8/21/2014	Toni Hammork	34.00
34337	8/21/2014	Tracie Gutel	15.00
34338	8/21/2014	Tracie Lamee	15.00
34339	8/21/2014	Trabuco Trailblazers	320.00
34340	8/21/2014	Travis Seymore	146.00
34341	8/21/2014	Trina Brown	15.00
34342	8/21/2014	Trina Williams	25.00
34343	8/21/2014	Trinity Healy	153.00
34344	8/21/2014	Troy Robb	90.00
34345	8/21/2014	Trudy Jones	14.00
34346	8/21/2014	Tuan Le	50.00
34347	8/21/2014	Valdemar Ascencio	75.00
34348	8/21/2014	Valentino Montegrando	85.00
34349	8/21/2014	Valerie Dien	25.00
34350	8/21/2014	Valorie Hall	75.00
34351	8/21/2014	Vergil Hettick	75.00
34352	8/21/2014	Veronica Cheang	50.00
34353	8/21/2014	Veronica Martin	10.00
34354	8/21/2014	Vicki Hamilton Eldredge	125.00
34355	8/21/2014	Victor Sandoval	32.00
34356	8/21/2014	Victoria Barnett	19.00
34357	8/21/2014	Vincent Mattina	100.00

OC Fair & Event Center Premium Checks August 2014			
Check No.	Date	Vendor Name	Amount
34358	8/21/2014	Vitaly Stiver	20.00
34359	8/21/2014	Walter Muratori	25.00
34360	8/21/2014	Wayne Montz	225.00
34361	8/21/2014	Wendy Durbin	25.00
34362	8/21/2014	Wendy Reyna	25.00
34363	8/21/2014	Wendy Wehofer	35.00
34364	8/21/2014	Westminster FFA	20.00
34365	8/21/2014	Will Clark	15.00
34366	8/21/2014	Will Depagnier	75.00
34367	8/21/2014	William A. Hudson	125.00
34368	8/21/2014	William Dellinger	75.00
34369	8/21/2014	William E. White	100.00
34370	8/21/2014	William Frost	300.00
34371	8/21/2014	William Gourlay	325.00
34372	8/21/2014	William Wright	125.00
34373	8/21/2014	Yanett Ortiz	35.00
34374	8/21/2014	Yeseul Lee	25.00
34375	8/21/2014	Yorba Linda Cloverleaf 4-H	240.00
34376	8/21/2014	Yovan Yovanovich	50.00
34377	8/21/2014	Zachary Raymond	75.00
34378	8/21/2014	Zackary Rayner	325.00
34379	8/21/2014	Zita Villanueva	125.00
Total August Premium Checks			85,132.00

**MINUTES OF OCFEC BOARD OF DIRECTORS MEETING
HELD AUGUST 28, 2014**

1. CALL TO ORDER:

Chair Tkaczyk called the meeting to order at 9:04 a.m.

2. MISSION STATEMENT:

Chair Tkaczyk recited the OCFEC Mission Statement.

3. PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was recited by Director Nguyen. Roll call taken by Jeff Willson.

4. DIRECTORS PRESENT:

Chair Tkaczyk, Director Berardino, Director Mouet, Director Bagneris, Director Cervantes, Director Nguyen and Director Ruiz

DIRECTORS ABSENT/EXCUSED:

Vice Chair Aitken and Director La Belle

OTHERS PRESENT:

Doug Lofstrom, OCFEC CEO; Sharon Augenstein, OCFEC CFO; Michele Richards, OCFEC Chief Business Development Officer; Jeff Willson, OCFEC; Janet Taylor, stenographer; Jerry Eldridge, OCFEC Director of Facilities; Nick Buffa, OCFEC; Howard Sandler, OCFEC Director of Events; Elaine Kumamoto, OCFEC Director of Finance; Joan Hamill, OCFEC Director of Community Relations; Jason Jacobsen, OCFEC Director of Planning and Presentation; Bianca Kulback, OCFEC Director of Human Resources; Gary Hardesty, OCFEC; Kathlyn Kiefe, OCFEC; Cynthia Haritatos, OCFEC; Roger Grable, Manatt, Phelps & Phillips, LLP; Reggie Mundekis; Teresa Drain; Jeff Teller, OCMP; Ryan Miller, OCMP; Stewart Suchman, OCMP; Clint Eastman, CPMG; Andrew Banner; Audrey Reese, OCFEC; Jill Lloyd, OCMP; Mike Robbins; Jeanine Robbins; Beth Refakes; Dennis Esslinger, OCWS; Roy Englebrecht, Fight Club OC; Ben Pickett, RCS; Howard Lindsey; Bobby McDonald, OC Veterans Advisory Council; Bradley Zint, Daily Pilot; Theresa Sears; Steve Edwards, Manatt, Phelps & Phillips, LLP; Jubin Meraj, Manatt, Phelps & Phillips, LLP; Jack Lucas; Susan Meyer; Nick Berkuta; Sarah Babovic

5. CEO'S OPERATIONAL UPDATE

Doug Lofstrom, OCFEC CEO, noted that staff would be presenting a recap of the 2014 OC Fair at the September Board of Directors meeting. He then discussed a few notable statistics relevant to the 2014 OC Fair. He thanked Sharon Augenstein, OCFEC CFO, and Michele Richards,

OCFEC Chief Business Development Officer, for their efforts over the last year.

Augenstein then introduced and thanked Elaine Kumamoto, OCFEC Director of Accounting; Jerry Eldridge, OCFEC Director of Facilities; Howard Sandler, OCFEC Director of Events; and Cynthia Hartitatos, OCFEC Purchasing Supervisor. She then recognized Bianca Kulback, OCFEC Director of Human Resources, and Love Hertel, OCFEC Admissions Supervisor, who could not attend the meeting.

Richards then introduced and thanked Jason Jacobsen, OCFEC Director of Planning and Presentation; and Andrew Banner and Audrey Reese who work under Jacobsen; and Joan Hamill, OCFEC Director of Community Relations. Richards then recognized Dan Gaines, Director of Entertainment; Robin Wachner, Director of Communications; Ruby Lau, Director of Marketing; Tamara Goddard, CPMG Director of Sales; and Johanna Svensson, Creative Services Supervisor who were are not able to attend the meeting. Richards then introduced Nick Buffa, Safety and Security Supervisor and Kathlyn Kiefe, Finance Supervisor.

Lofstrom then provided an update regarding the Pacific Amphitheatre Phase II construction project noting that the construction will resume on Tuesday, September 2 with an anticipated completion date of January 15, 2015.

Reggie Mundekis spoke about the history of the Pacific Amphitheatre. She then spoke about issues with CFFA and issues related to The Hangar construction project.

Bobby McDonald, OC Veterans Advisory Council, presented a resolution from the Advisory Council thanking the OCFEC Board of Directors for allowing veterans free admission to the OC Fair. He then presented first day issue Medal of Honor stamps to the Board of Directors.

Lofstrom then discussed progress regarding the studies related to the proposed Orange Coast College parking structure.

Jack Lucas spoke of concerns regarding the parking structure and the impact on the community.

Susan Meyer spoke of concerns regarding the parking structure and the impact on the community.

Sarah Babovic spoke of safety concerns regarding the parking structure.

Omar Babovic stated that decades ago the corner was supposed to be a science building.

Nick Berkuta spoke about the reduction in noise from the Pacific Amphitheatre at the 2014 OC Fair. He then asked to Board to consider mitigation efforts for noise and light in the proposed parking structure.

Jack Lucas spoke about soil issues and the possibility of having at least one level of the structure be constructed below ground level.

Roger Grable, OCFEC legal counsel, stated that since the 32nd District Agricultural Association is not the manager of the environmental process, it is important that these comments also be addressed to the Coast Community College District so they are included in the process.

Director Berardino complimented the speakers for coming forward early before the process is started so that it is easier for their concerns to be addressed. He then suggested that the discussion of the parking structure be a continuing item on the Board agenda so that the discussion can continue throughout the process.

Jack Lucas suggested that it might be good to bring the community in once the conceptual documents are developed.

Grable suggested a possible joint meeting with the Association and the Coast Community College District.

Lofstrom then noted that due to the extension of the CEQA process, the proposed construction timeline would most likely be pushed back to 2016.

Lofstrom announced that a post-Fair community debrief will be announced for October at the September Board of Directors meeting.

6. PUBLIC COMMENT

Teresa Drain thanked the staff for cancelling the Monster Truck event during the Fair. She requested a community meeting with Gary Hardesty regarding the Pacific Amphitheatre. She then spoke about Fair trash in the neighborhood. Regarding the parking structure, she suggested that a wider footprint and a lower profile might address some of the concerns.

Andrew Banner spoke in support of Gary Hardesty as the next OCFEC Chief Executive Officer.

7. MINUTES:

A. Board Meeting held June 26, 2014

Action Item

B. Board Meeting held July 17, 2014

Action Item

ACTION: Director Mouet motioned and Director Ruiz seconded to review and approve the minutes from the Board meeting held June 26, 2014.

MOTION PASSED UNANIMOUSLY

ACTION: Director Mouet motioned and Director Cervantes seconded to review and approve the minutes from the Board meeting held July 17, 2014. **MOTION PASSED UNANIMOUSLY**

8. CONSENT CALENDAR

- A. Standard Agreements: SA-71-14FT; SA-174-14FT; SA-175-14FT; SA-177-14FT; SA-178-14FT; SA-195-14LS; SA-196-14FT; SA-197-14FT; SA-198-14FT; SA-199-14FT; SA-200-14FT; SA-201-14FT; SA-202-14FT; SA-203-14EX; SA-204-14FT; SA-205-14SP; SA-206-14FT; SA-207-14SP; SA-208-14SP; SA-209-14SP; SA-210-14SP; SA-211-14FT; SA-212-14FT; SA-213-14FT; SA-214-14FT; SA-215-14FT; SA-216-14FT; SA-217-14FT; SA-218-14FT; SA-219-14SP; SA-220-14SP; SA-221-14FT; SA-222-14FT; SA-223-14PA; SA-224-14SP; SA-225-14PA; SA-226-14PA; SA-227-14PA; SA-228-14SP; SA-229-14SP; SA-230-14PA; SA-231-14PA; SA-232-14PA; SA-233-14PA; SA-234-14SP; SA-235-14PA; SA-236-14PA; SA-237-14GE; SA-238-14PA; SA-239-14PA; SA-240-14PA; SA-241-14GE; SA-242-14SP; SA-243-14SP; SA-244-14PA; SA-245-14PA; SA-246-14PA; SA-247-14GE; SA-248-14SP; SA-249-14FT; SA-250-14GE
- B. Amendments: SA-14-11PS (Amend. #5); SA-52-14IE (Amend. #1); SA-53-14FT (Amend. #1); SA-57-14BL (Amend. #1); SA-76-14TR (Amend. #1); SA-81-14GE; (Amend. #1); SA-148-14LS (Amend. #1); SA-160-14PA (Amend. #1); SA-162-14LS (Amend. #1); SA-177-14FT (Amend. #1); SA-193-14AS (Amend. #1); SA-195-14LS (Amend. #1); SA-205-14SP (Amend. #1); SA-222-14FT (Amend. #1); SA-261-13PS (Amend. #1)
- C. Interagency Agreements: SA-251-14IA
- D. Letters of Understanding: none

- E. Rental Agreements: OCC-1413; R-015-14; R-023-14; R-051-14; R-097-14; R-163-14; R-164-14; R-170-14; R-173-14; R-177-14; R-178-14; R-181-14; R-182-14; R-184-14; R-185-14; R-186-14; R-187-14; R-188-14; R-189-14; R-192-14; R-193-14; R-198-14; R-201-14; R-202-14; R-205-14; R-206-14; R-209-14
- F. Active Joint Powers Authority Agreements: none
- G. Commercial Rental Agreements: 14248; 14252; 14253
- H. Concession Rental Agreements: 14574; 14598
- I. Platinum Rental Agreements: 14713; 14734; 14749
- J. Judging Agreements: CA-028-14; CA-030-14; CA-031-14; CA-032-14; CA-035-14; CA-036-14; CA-037-14; CA-038-14; CA-039-14; CA-040-14; CA-042-14; CA-043-14; CA-044-14; CA-045-14; CA-046-14; CA-047-14; CA-049-14; CA-050-14; CA-051-14; GF-004-14; GF-008-14; GF-013-14; HA-024-14; LS-031-14; LS-032-14; LS-033-14

ACTION: Director Cervantes motioned and Director Berardino seconded to review and approve the Consent Calendar. **MOTION PASSED UNANIMOUSLY**

9. GOVERNANCE PROCESS:

A. Committee/Task Force/Liaison Reports

Information Item

Chair Tkaczyk noted that the Tel Phil Negotiating Team would present their update as part of Item 9C.

Director Mouet, on behalf of the Centennial Farm Foundation, noted that there was no meeting in July and the August meeting would be following the Board meeting.

Richards presented an update on behalf of the Workers Memorial Committee. She stated that the Committee had received a detailed set of drawings that are being reviewed by the structural engineer and the Committee will be providing a revised timeline to the Board in September.

On behalf of the Financial Monitoring Committee, Director Mouet stated that he was pleased with Director Bagneris' appointment to the

Committee and hoped to schedule a meeting before the September Board meeting.

Director Mouet, on behalf of the 2014 OC Fair City Liaison Committee, complimented staff efforts.

Richards then discussed community participation in the morning flag raisings and city days as part of the Committee's efforts.

Regarding the Veteran's Exhibit Task Force, Director Berardino spoke about the MOU between OCFEC and California Department of the Military and noted that the Task Force will resume meeting now that the Fair has ended.

Director Mouet stated, on behalf of the Educational and Agricultural Foundation Task Force, that the goal is to see if the Centennial Farm Foundation is structured to meet the needs of the new projects including the Veterans Exhibit or if a new entity is required.

Director Berardino noted that the CEO Search Task Force update will be handled under Item 9E.

Lofstrom then recognized RCS and Ovations for providing prizes for the annual Golden Award winners.

B. Discussion of AB 2490

Action Item

Lofstrom presented an update regarding Assembly Bill 2490. He discussed the process of monitoring and reviewing the bill by the staff and Board of Directors.

Theresa Sears spoke about her concerns regarding the bill. She stated that the bill is a band aid and the real issues facing the Fair industry are not going to go away. She stated that bill encourages more corruption, insider dealing and privatization. She then encouraged the Board of Directors to send a letter of opposition to the Governor.

Reggie Mundekis stated that AB2490 is problematic for OCFEC. She encouraged the Board of vote no on the bill.

Director Berardino stated that he did not believe staff had dragged their feet on this issue and if the Board had not acted in a timelier manner they would need to assume responsibility for that. He stated that he was comfortable with the information and updates provided by staff and counsel throughout the process. That being said, he does not

support the bill despite the best intentions and has said so publicly. He felt the Board should be cautious about sending a letter to the Governor.

Director Mouet noted that fairgrounds owned by the State are sacred and should remain public. He stated that the issue that he is concerned with is how to insure that fairgrounds remain public. He suggested that the Board make a statement opposing privatization.

Chair Tkaczyk asked Grable if the Board could take an action passing a resolution stating that the Board of Directors is opposed to the sale of California fairgrounds.

Grable answered that yes, passing such a resolution would be within the scope of the agenda discussion.

Director Ruiz noted that he too is opposed to the bill.

Director Berardino noted for the record that the Orange County legislative delegation did vote in opposition to the bill. He suggested not taking a position on the bill but instead agreed with Chair Tkaczyk regarding a resolution opposing the privatization of California fairgrounds. He then suggested working with Western Fairs Association to craft legislation prohibiting the privatization of California fairgrounds.

Director Bagneris concurred with Director Berardino and supported the staff recommendation.

Theresa Sears suggested going to Tom Daly instead of Western Fairs Association to initiate anti-privatization legislation.

Director Berardino asked that the Board Chair agenda the initiation of legislation to prohibit attempts to privatize fairgrounds.

ACTION: Director Berardino motioned and Director Bagneris seconded to approve a resolution by the Board of Directors stating: The 32nd District Agricultural Association requests the California Legislature restore funding to small and medium size fairs and the Chair be authorized to express our concerns to the Governor should AB 2490 be amended unfavorably to the 32nd District Agricultural Association. Furthermore, the Board of Directors recognizes the importance of fairgrounds as public assets and opposes any effort to privatize State fairgrounds. **MOTION PASSED UNANIMOUSLY**

Chair Tkaczyk moved Item 9C to be discussed after Closed Session.

D. Creation of and Appointment of Board Members to the Organizational Needs Assessment Task Force

Information Item

Chair Tkaczkyk appointed Director Nguyen and Director La Belle to the Organizational Needs Assessment Task Force.

E. Discussion of CEO Search and Recruitment Process

Action Item

Director Berardino suggested that either the candidates be screened by the CEO Search Task Force, which would then bring a selection of candidates to the full Board, or the full Board participate in the whole process. If the later process is chosen, each Board member must commit to attending every meeting to provide consistency for the candidates.

Lofstrom then presented the proposed CEO selection timeline.

Theresa Sears asked if the public has any role in the CEO selection and asked that she be allowed to attend any Organizational Needs Assessment Task Force meetings.

Director Berardino stated that he did not believe that public participation should be a part of the hiring process but suggested that members of the public submit a profile of what they would like to see in a candidate.

Director Berardino stated that the Task Force would screen the full roster of candidates and bring forward at least four candidates to be interviewed by the full Board.

F. Review and Approve Annual Resolution for Workers Compensation Coverage to be Extended to the Board of Directors and all Volunteers for Imaginology, Annual OC Fair and All Other Fair Sanctioned Activities and Events

Action Item

ACTION: Director Berardino motioned and Director Ruiz seconded approve annual resolution for Workers Compensation coverage to be extended to the Board of Directors and all volunteers for Imaginology, annual OC Fair and all other fair sanctioned activities and events.

MOTION PASSED UNANIMOUSLY

G. Review and Approve the Appointment of the Board Chair to serve on behalf of the 32nd District Agricultural Association as an Elector for the California Fair Services Authority (CFSA) Board of Directors Elections

Action Item

Augenstein presented the staff report.

ACTION: Director Berardino motioned and Director Mouet seconded for the OC Fair & Event Center Board of Directors adopt the following resolution: *Be it resolved that the OC FEC Board Chair is hereby appointed to serve on behalf of the OC Fair & Event Center (32nd District Agricultural Association) as an elector for California Fair Services Authority (CFSA) Board of Directors elections.* **MOTION PASSED UNANIMOUSLY**

H. The 32nd District Agricultural Association Board of Directors delegates authority to execute all forms of agreements, contracts, and purchase orders without further authorization from the Board of Directors (Policy 2.3.5). All such agreements, contracts and purchase orders are to be submitted to the Board of Directors for review at subsequent meetings. This delegation is subject to board review at each annual meeting

Action Item

Augenstein presented the staff report.

ACTION: Director Bagneris motioned and Director Cervantes seconded approve the following delegation of authority: *The 32nd District Agricultural Association Board of Directors delegates contractual authority to the CEO, Doug Lofstrom, up to \$50,000 for general contracts and \$300,000 for talent guarantees. The CFO, Sharon Augenstein, may sign contractual instruments as delegated by the CEO within the limits of the aforementioned contractual authority. Additionally, the Board authorizes an exemption for staff to issue payment for billings in excess of \$50,000 via the "Over \$50,000 Expenditure Budget Schedule" which is submitted with each annual budget or an approved contract, LOU or rental agreement or is payment for utilities, Cal Card expenditures, insurance, payroll or State mandated employee services.* **MOTION PASSED UNANIMOUSLY**

Chair Tkaczyk moved Item 9I to after Closed Session.

10. CLOSED SESSION

Chair Tkaczyk adjourned to Closed Session at 11:21 a.m. The meeting resumed at 12:01 p.m.

Grable noted that there was no reportable action from Closed Session.

9. GOVERNANCE PROCESS (continued):

C. Review and Approve Rental Agreement with Tel Phil Enterprises
Action Item

Lofstrom provided a recap of the proposed rental agreement with Tel Phil Enterprises.

Director Berardino complimented Jeff Teller and complimented the effort that went into drafting this agreement. He stated that he supports the agreement with the understanding that everyone lives up to their obligations as defined by the agreement.

ACTION: Director Berardino motioned and Director Mouet seconded to approve the Rental Agreement as submitted subject to review and approval by Fairs & Expositions as executed by Chair Tkaczyk and Doug Lofstrom, OCFEC CEO. **MOTION PASSED UNANIMOUSLY**

Jeff Teller, Tel Phil Enterprises, thanked the Board of Directors for approving the agreement.

I. Review of Board of Directors Nominating Task Force Recommendation and Election of Board Officers
Action item

Director Berardino presented the Nominating Task Force recommendation of Director Aitken as Board Chair, Director Mouet as Vice Chair and Doug Lofstrom as Secretary Treasurer with the caveat of taking office commencing at the November Board meeting.

Chair Tkaczyk suggested, in light of the recommendation, that the calendar be adjusted to allow Vice Chair Aitken and Director Mouet a full year term.

Director Bagneris suggested considering extending terms from one to two years.

ACTION: Director Berardino motioned and Director Nguyen seconded to approve the Nominating Task Force recommendations for Director Aitken as Board Chair, Director Mouet as Vice Chair and Doug

Lofstrom as Secretary-Treasurer of the Board of Directors for 2014 – 2015 commencing at the November Board meeting. **MOTION PASSED UNANIMOUSLY**

11. BOARD OF DIRECTORS MATTERS OF INFORMATION

Director Nguyen looked forward to the beginning of the school year and looked forward to all the school tours at Centennial Farm.

Director Bagneris stated that she enjoyed the Fair and thanked Richards, Augenstein and Lofstrom for all their efforts.

Director Mouet complimented staff on all their hard work during the Fair and congratulated Tel Phil.

Director Cervantes noted that she was excited to be part of such a great organization.

Director Berardino complimented staff on the Fair and thanked Chair Tkaczyk for his leadership.

Chair Tkaczyk thanked staff and noted that he enjoyed sharing the excitement of the new Board members during the Fair.

12. NEXT BOARD MEETING: THURSDAY, SEPTEMBER 25, 2014

13. ADJOURNMENT

Meeting adjourned at 12:25 p.m.

Stan Tkaczyk, Chair

Doug Lofstrom, Chief Executive Officer

OC FAIR & EVENT CENTER
RENTAL AGREEMENTS FOR BOARD APPROVAL
SEPTEMBER 2014

RA #	CONTRACTOR	EVENT	DESCRIPTION	FACILITIES	CONTRACT DATES	CONTRACT AMOUNT
R-108-14	Dogtown Dogs	Food Truck Fare, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-161-14	Herpetorama, Inc. dba Repticon	Repticon	Animal/Consumer show	Los Alamitos Building	11/21/14-11/24/14	\$15,903.50
R-183-14	Shoreline Dog Fanciers Association	Shoreline Dog Fancier Association - The Holiday Classic Dog Show	Dog show	Costa Mesa Building, Huntington Beach Building, Santa Ana Pavilion	12/04/14-12/09/14	\$33,875.11
R-208-14	Tri Tip Man	Food Truck Fare, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-211-14	Favorday Church dba River Church	River Church Service	Church service	The Hangar	10/25/14-10/26/14	\$15,406.00
R-212-14	Favorday Church dba River Church	River Church Service	Church service	The Hangar	11/15/14-11/16/14	\$15,406.00
R-214-14	Fun Food Truck	Food Truck Fare, Imaginology, OC Fair	Food truck	Pacific Amphitheatre, Imaginology, OC Fair	01/01/14-12/31/14	Varies \$35.00-\$400.00
R-216-14	Master Pool & Spa Corp. dba Hot Productions	Hot Productions - Hot Tub & Swim Spa Show	Consumer show	The Hangar	09/04/14-09/09/14	\$13,869.00
R-217-14	Orange County Beekeepers Association	Orange County Beekeepers Association Meeting	Meeting	Silo Building	09/05/14	\$100.00

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Dogtown Dogs** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 1, 2014 to December 31, 2014

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Dogtown Dogs

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Dogtown Dogs
16819 Hartland Street
Lake Balboa, CA 91406

By _____

Title: **JP Carroll**

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

Title: **Sharon Augenstein, Chief Financial Officer**

DATED: January 22, 2014
WITH: Dogtown Dogs
PHONE: (310) 469-4042
EMAIL: jp@dogtowndog.com

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee TBD.)

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~ Sellers Permit Number

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Herpetorama, Inc., DBA Repticon hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **November 21 - 24, 2014**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Repticon – Reptile Show

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$15,903.50

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Herpetorama, Inc., DBA Repticon
1814 5th Street SE
Winter Haven, FL 33880

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Billy Healy, President

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Repticon
Contact Person: Billy Healy
Event Dates: 11/22/2014 - 11/23/2014

Contract No: R-161-14
Phone: (863) 268-4273
Hours: Saturday: 9:00 AM - 5:00 PM
Sunday: 10:00 AM - 4:00 PM

Admission Price: Adult: \$10.00 Child (5-12): \$5.00 2 Day (Online): \$12.00

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000

Facility and/or Area Fees		Facility Rental Fees		Activity		Actual	
		Date-Time					
Friday							
Los Alamitos Building (#14)		11/21/2014 09:30 AM - 08:00 PM		Move In		1,275.00	
Saturday							
Los Alamitos Building (#14)		11/22/2014 09:00 AM - 05:00 PM		Event		2,550.00	
Sunday							
Los Alamitos Building (#14)		11/23/2014 10:00 AM - 04:00 PM		Event		2,550.00	
Monday							
Los Alamitos Building (#14)		11/24/2014 06:00 AM - 11:59 AM		Move Out		No Charge	

-Move out must be completed by 11:59 AM on Monday - November 24, 2014 to avoid additional charges.

Total: 6,375.00

Estimated Equipment Fees							
Description	Date-Time	Units	Rate	Actual			
50 Amp Drop	Estimate 13	13.00 EA	70.00 EA	910.00			
Dumpster	Estimate 13	13.00 EA	18.00 EA	234.00			
Electrical Splitter Box	Estimate 4	4.00 EA	55.00 EA	220.00			
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00			
Hang Tag - 2 Days	Estimate 50	50.00 EA	8.00 EA	400.00			
Marquee Board (7 Consecutive Days)	11/17/2014 - 11/23/2014	1.00 EA	450.00 WK	450.00			
Portable Electronic Message Board	11/22/2014 - 11/23/2014	2.00 EA	75.00 EA/DAY	300.00			
Public Address System (Per Building)	11/22/2014 - 11/23/2014	1.00 EA	75.00 EA/DAY	150.00			
Scissor Lift (Electrical)	Estimate 4 Hours	4.00 HR	75.00 HR	300.00			
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00			
				Total:		4,189.00	

Reimbursable Personnel Fees							
Description	Date-Time	Units	Rate	Actual			
Event Operations							
Set Up							
Grounds Attendant Lead	Estimate 3 Hours	3.00 HR	30.00 HR	90.00			
Grounds Attendant	Estimate 5 Hours	5.00 HR	19.50 HR	97.50			
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00			
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00			
Event Days							
Grounds Attendant Lead	11/22/2014 08:00 AM - 05:00 PM	1.00 EA	30.00 HR	270.00			
Grounds Attendant	11/22/2014 08:00 AM - 05:00 PM	1.00 EA	19.50 HR	175.50			
Janitorial Attendant	11/22/2014 08:00 AM - 05:00 PM	2.00 EA	19.50 HR	351.00			
Grounds Attendant Lead	11/23/2014 09:00 AM - 04:00 PM	1.00 EA	30.00 HR	210.00			
Grounds Attendant	11/23/2014 09:00 AM - 04:00 PM	1.00 EA	19.50 HR	136.50			
Janitorial Attendant	11/23/2014 09:00 AM - 04:00 PM	2.00 EA	19.50 HR	273.00			
Clean Up							
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00			
Grounds Attendant	Estimate 6 Hours	6.00 HR	19.50 HR	117.00			
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00			
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00			

Event Sales & Services

Event Coordinator	11/22/2014 08:00 AM - 05:00 PM	1.00 EA	40.00 HR	360.00
Event Coordinator	11/23/2014 09:00 AM - 04:00 PM	1.00 EA	40.00 HR	280.00

EXHIBIT A

Event Information

Parking

Parking Attendant Lead	11/21/2014 12:00 PM - 08:00 PM	1.00 EA	30.00 HR	240.00
Parking Attendant	11/21/2014 12:00 PM - 08:00 PM	2.00 EA	19.50 HR	312.00

Technology

Technology Attendant	Flat Fee (<i>Audio Configuration</i>)	1.00 EA	100.00 EVT	100.00
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Outside Services

State Fire Marshal	Estimate Only (<i>Plan Review and/or Site Inspection</i>)	1.00 HR	263.00 HR	263.00
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Total: 3,839.50

Summary

Facility Rental Total	\$6,375.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$8,028.50
Refundable Deposit	\$1,500.00

Grand Total: \$15,903.50

Payment Schedule

Payment Schedule

	<u>Due Date</u>	<u>Amount</u>
First Payment	05/21/2014	\$1,000.00
Second Payment	08/21/2014	\$4,968.00
Third Payment	09/22/2014	\$4,968.00
Fourth Payment	10/21/2014	\$4,967.50

Total: \$15,903.50

Payment Total: \$15,903.50

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS

All food and beverage service must be discussed with and approved by Ovations, the OCFEC Master Concessionaire.

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Shoreline Dog Fanciers Association hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **December 4 - 9, 2014**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Shoreline Dog Fanciers Association - The Holiday Classic Dog Show

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$33,875.11

5. Please see Exhibits "A" "B" "C" "D" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Shoreline Dog Fanciers Association
24922 Las Marias Lane
Mission Viejo, CA 92691

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Peggy McDill, Promoter

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Shoreline Dog Fanciers Association - The Holiday Classic Dog Show
Contact Person: Peggy McDill
Event Dates: 12/05/2014 - 12/06/2014
Contract No: R-183-14
Phone No: (949) 330-0885
Hours: Friday: 8:00 AM - 5:00 PM
 Saturday: 8:00 AM - 5:00 PM

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 2,000

<u>Facility and/or Area Fees</u>		<u>Facility Rental Fees</u>		<u>Activity</u>	<u>Actual</u>
		<u>Date-Time</u>			
Thursday					
Costa Mesa Building (#10)		12/04/2014 08:00 AM - 06:00 PM		Move In	987.50
Huntington Beach Building (#12)		12/04/2014 08:00 AM - 06:00 PM		Move In	737.50
Santa Ana Pavilion (Parade of Products)		12/04/2014 08:00 AM - 06:00 PM		Move In	387.50
Friday					
Costa Mesa Building (#10)		12/05/2014 08:00 AM - 05:00 PM		Event	3,950.00
Huntington Beach Building (#12)		12/05/2014 08:00 AM - 05:00 PM		Event	2,950.00
Santa Ana Pavilion (Parade of Products)		12/05/2014 08:00 AM - 05:00 PM		Event	1,550.00
Saturday					
Costa Mesa Building (#10)		12/06/2014 08:00 AM - 05:00 PM		Event	3,950.00
Huntington Beach Building (#12)		12/06/2014 08:00 AM - 05:00 PM		Event	2,950.00
Santa Ana Pavilion (Parade of Products)		12/06/2014 08:00 AM - 05:00 PM		Event	1,550.00
Tuesday					
Costa Mesa Building (#10)		12/09/2014 08:00 AM - 06:00 PM		Move Out	No Charge
Huntington Beach Building (#12)		12/09/2014 08:00 AM - 06:00 PM		Move Out	No Charge
Santa Ana Pavilion (Parade of Products)		12/09/2014 08:00 AM - 06:00 PM		Move Out	No Charge

-Move out must be completed by 12:00 Noon on Tuesday - December 9, 2014 to avoid additional charges.

Total: 19,012.50

<u>Estimated Equipment Fees</u>		<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Description</u>	<u>Date-Time</u>			
50 Amp Drop	Estimate 1	1.00 EA	70.00 EA	70.00
Camping - Event Days	TBD	TBD NIGHT	25.00 NIGHT	TBD
Camping - Pre/Post Event Days	TBD	TBD NIGHT	30.00 NIGHT	TBD
Dumpster	Estimate 20	20.00 EA	18.00 EA	360.00
Electrical Splitter Box (Includes Camping)	Estimate 15	15.00 EA	55.00 EA	825.00
Electrical Usage Rate	Estimate Only	1.00 EA	1,000.00 EVT	1,000.00
Forklift	Estimate 1	1.00 HR	75.00 HR	75.00
Hang Tag - 4 Day	Estimate 175	175.00 EA	16.00 EA	2,800.00
Marquee Board	11/30/2014 - 12/08/2014	4.50 DAY	64.30 DAY	289.35
(9 Consecutive Days - Shared with Malibu Kennel Club)				
Portable Electronic Message Board	12/05/2014 - 12/06/2014	2.00 EA	75.00 EA/DAY	300.00
Public Address System (Per Building)	12/05/2014 - 12/06/2014	3.00 EA	75.00 EA/DAY	450.00
Scissor Lift	Estimate 1 Hour	1.00 HR	75.00 HR	75.00
Sweeper (In-House)	Estimate 8 Hours	8.00 HR	75.00 HR	600.00

Total: 6,844.35

<u>Reimbursable Personnel Fees</u>		<u>Units</u>	<u>Rate</u>	<u>Actual</u>
<u>Description</u>	<u>Date-Time</u>			
Event Operations				
Set Up				
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00
Event Days				
Grounds Attendant Lead	12/05/2014 07:00 AM - 05:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	12/05/2014 07:00 AM - 05:00 PM	4.00 EA	19.50 HR	780.00
Janitorial Attendant	12/05/2014 07:00 AM - 05:00 PM	4.00 EA	19.50 HR	780.00
Grounds Attendant Lead	12/06/2014 07:00 AM - 05:00 PM	1.00 EA	30.00 HR	300.00
Grounds Attendant	12/06/2014 07:00 AM - 05:00 PM	4.00 EA	19.50 HR	780.00
Janitorial Attendant	12/06/2014 07:00 AM - 05:00 PM	4.00 EA	19.50 HR	780.00

EXHIBIT A

Event Information

Clean Up

Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Electrician	Estimate 4 Hours	4.00 HR	45.00 HR	180.00

Event Sales & Services

Event Coordinator	12/05/2014 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00
Event Coordinator	12/06/2014 07:00 AM - 05:00 PM	1.00 EA	40.00 HR	400.00

Parking

Parking Attendant Lead	12/04/2014 11:00 AM - 04:30 PM	1.00 EA	30.00 HR	165.00
Parking Attendant	12/04/2014 11:00 AM - 04:30 PM	3.00 EA	19.50 HR	321.75

Safety & Security

Security Attendant	12/04/2014 09:00 PM - 12/05/2014 06:30 AM (4.75 Hours Charged to Malibu Kennel Club)	1.00 EA	19.50 HR	92.63
Security Attendant - Overnight	12/05/2014 05:00 PM - 12/06/2014 06:30 AM	1.00 EA	19.50 HR	263.25
Security Attendant - Overnight	12/06/2014 05:00 PM - 11:45 PM	1.00 EA	19.50 HR	131.63

Technology

Technology Attendant	Flat Fee (Audio Configuration) (% Share Charged to Malibu Kennel Club)	0.50 EA	100.00 EVT	50.00
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Outside Services

State Fire Marshal	Estimate Only (Plan Review and/or Site Inspection)	1.00 HR	263.00 HR	263.00
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Total: 6,518.26

Summary

Facility Rental Total	\$19,012.50
Estimated Equipment, Reimbursable Personnel and Services Total	\$13,362.61
Refundable Deposit	\$1,500.00

Grand Total: \$33,875.11

Payment Schedule

Payment Schedule

	Due Date	Amount
First Payment	08/04/2014	\$1,000.00
Second Payment	09/04/2014	\$10,958.50
Third Payment	10/03/2014	\$10,958.50
Fourth Payment	11/04/2014	\$10,958.11

Total: \$33,875.11

Payment Total: \$33,875.11

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS

All food and beverage service must be discussed with and approved by Ovations, the OC FEC Master Concessionaire.

REVIEWED _____

APPROVED _____

AGREEMENT NO. **R-208-14**DATE **August 2, 2014**

FAIRTIME

INTERIM **XX****RENTAL AGREEMENT**

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Tri Tip Man** hereinafter, called the Renter

WITNESSETH:

1. THAT WHEREAS, The Renter desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 1, 2014 to December 31, 2014

2. NOW, THEREFORE, Association hereby grants to the Renter the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Tri Tip Man

4. Renter agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Renter further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any Workers' Compensation law and Renter himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Renter of the privileges herein granted.
8. Renter further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hercof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Renter agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Renter fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Renter acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Tri Tip Man
8431 Aspenwood Avenue
Westminister, CA 92683

By _____

Title: Jeff Killough, Owner

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee TBD.)

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~ Sellers Permit Number

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Favorday Church dba River Church hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **October 25 - 26, 2014**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

River Church Service

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$15,406.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Favorday Church dba River Church
12437 Lewis Street, Suite 102
Garden Grove, CA 92840

By _____

Title: Daniel Darling, Executive Pastor

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: River Church Service
Contact Person: Marisol Richardson
Event Dates: 10/26/2014

Contract No: R-211-14
Phone: (714) 750-8400
Hours: Doors: 10:30 AM
Event: 11:00 AM - 2:00 PM

Admission Price: Free

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 1,500

Facility and/or Area Fees

Facility Rental Fees

<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday		
The Hangar	10/25/2014 06:00 AM - 11:59 PM	Move In 1,575.00
Sunday		
The Hangar	10/26/2014 11:00 AM - 02:00 PM	Event 3,150.00

-Move out must be completed by 11:59 PM on Sunday - October 26, 2014 to avoid additional charges.

Total: 4,725.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	600.00 EVT	600.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board (7 Consecutive Days)	TBD	TBD EA	450.00 WK	TBD
Portable Electronic Message Board	10/26/2014	2.00 EA	75.00 EA/DAY	150.00
Projector Screen	TBD	TBD EA	300.00 DAY	TBD
Stanchion	Estimate 36	36.00 EA	5.00 EA	180.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00

Total: 1,649.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
Event Day	Doors: 10:30 AM Event: 11:00 AM			
Grounds Attendant Lead	10/26/2014 09:30 AM - 03:00 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	10/26/2014 09:30 AM - 03:00 PM	2.00 EA	19.50 HR	214.50
Janitorial Attendant	10/26/2014 09:30 AM - 03:00 PM	2.00 EA	19.50 HR	214.50
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00

Event Sales & Services

Event Coordinator	10/26/2014 9:30 AM - 02:30 PM	1.00 EA	40.00 HR	200.00
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Parking

Set Up				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00

Technology

Technology Attendant	TBD	TBD HR	35.00 HR	TBD
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EXHIBIT A

Event Information

Outside Services

Sound Engineer

TBD

TBD EA 750.00 DAY

TBD

Total: 2,282.00

Summary

Facility Rental Total	\$4,725.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,931.00
Parking Buyout	\$5,250.00
Refundable Deposit	\$1,500.00

Grand Total: \$15,406.00

Payment Schedule

Payment Schedule

First Payment

<u>Due Date</u>	<u>Amount</u>
09/25/2014	\$15,406.00

Total: \$15,406.00

Payment Total: \$15,406.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS

All food and beverage service must be discussed with and approved by Ovations, the OCFEC Master Concessionaire.

SOUND ORDINANCE

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, River Church must comply with request.

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Favorday Church dba River Church hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **November 15 - 16, 2014**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

River Church Service

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$15,406.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Favorday Church dba River Church
12437 Lewis Street, Suite 102
Garden Grove, CA 92840

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Daniel Darling, Executive Pastor

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: River Church Service
Contact Person: Marisol Richardson
Event Dates: 11/16/2014

Contract No: R-212-14
Phone: (714) 750-8400
Hours: Doors: 10:30 AM
Event: 11:00 AM - 2:00 PM

Admission Price: Free

Vehicle Parking Fee: Parking Buyout (See Summary)

Projected Attendance: 1,500

Facility and/or Area Fees

Facility Rental Fees

<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Saturday			
The Hangar	11/15/2014 06:00 AM - 11:59 PM	Move In	1,575.00
Sunday			
The Hangar	11/16/2014 11:00 AM - 02:00 PM	Event	3,150.00

-Move out must be completed by 11:59 PM on Sunday - November 16, 2014 to avoid additional charges.

Total: 4,725.00

Estimated Equipment Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
50 Amp Drop	TBD	TBD EA	70.00 EA	TBD
100 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
Barricade (Plastic)	TBD	TBD EA	15.00 EA	TBD
Cable Ramp	TBD	TBD EA	15.00 EA	TBD
Chair (Individual)	TBD	TBD EA	2.50 EA	TBD
Dumpster	Estimate 3	3.00 EA	18.00 EA	54.00
Electrical Splitter Box	Estimate 2	2.00 EA	55.00 EA	110.00
Electrical Usage Rate	Estimate Only	1.00 EA	600.00 EVT	600.00
Forklift	Estimate 2 Hours	2.00 HR	75.00 HR	150.00
Marquee Board (7 Consecutive Days)	TBD	TBD EA	450.00 WK	TBD
Portable Electronic Message Board	11/16/2014	2.00 EA	75.00 EA/DAY	150.00
Projector Screen	TBD	TBD EA	300.00 DAY	TBD
Stanchion	Estimate 36	36.00 EA	5.00 EA	180.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00
Total:				1,649.00

Reimbursable Personnel Fees

<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>	<u>Actual</u>
Event Operations				
Set Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
Event Day	Doors: 10:30 AM, Event: 11:00 AM			
Grounds Attendant Lead	11/16/2014 09:30 AM - 03:00 PM	1.00 EA	30.00 HR	165.00
Grounds Attendant	11/16/2014 09:30 AM - 03:00 PM	2.00 EA	19.50 HR	214.50
Janitorial Attendant	11/16/2014 09:30 AM - 03:00 PM	2.00 EA	19.50 HR	214.50
Clean Up				
Grounds Attendant Lead	Estimate 5 Hours	5.00 HR	30.00 HR	150.00
Grounds Attendant	Estimate 10 Hours	10.00 HR	19.50 HR	195.00
Janitorial Attendant	Estimate 8 Hours	8.00 HR	19.50 HR	156.00
Electrician	Estimate 1 Hour	1.00 HR	45.00 HR	45.00
Event Sales & Services				
Event Coordinator	11/16/2014 9:30 AM - 02:30 PM	1.00 EA	40.00 HR	200.00
Parking				
Set Up				
Parking Attendant Lead	Estimate 8 Hours	8.00 HR	30.00 HR	240.00
Parking Attendant	Estimate 16 Hours	16.00 HR	19.50 HR	312.00
Technology				
Technology Attendant	TBD	TBD HR	35.00 HR	TBD

EXHIBIT A

Event Information

Outside Services

Sound Engineer

TBD

TBD EA 750.00 DAY

TBD

Total: 2,282.00

Summary

Facility Rental Total	\$4,725.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,931.00
Parking Buyout	\$5,250.00
Refundable Deposit	\$1,500.00

Grand Total: \$15,406.00

Payment Schedule

Payment Schedule

First Payment

<u>Due Date</u>	<u>Amount</u>
10/15/2014	\$15,406.00

Total: \$15,406.00

Payment Total: \$15,406.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OVATIONS

All food and beverage service must be discussed with and approved by Ovations, the OCFEC Master Concessionaire.

SOUND ORDINANCE

Should the OCFEC Event Coordinator request that the volume of music, sound or noise be lowered or turned off, River Church must comply with request.

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Fun Food Truck hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from

January 1, 2014 to December 31, 2014

2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Fun Food Truck

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

Event specific payment (see Exhibit A) is due to the OC Fair & Event Center on agreed upon scheduled date and time. Food trucks may only be on site on days as scheduled. Unscheduled trucks will not be allowed to participate in the event. See Exhibit A for planned event days/dates.

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reverse side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook, available online at ocfair.com, does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Fun Food Truck
1405 West Carriage Drive
Santa Ana, CA 92704

By _____

Title: Trung Do

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

Title: Sharon Augenstein, Chief Financial Officer

AGREEMENT: R-214-14
DATED: August 21, 2014
WITH: Fun Food Truck
PHONE: (714) 785-4846
EMAIL: Funfoodtruck@funfoodtruck.com

EXHIBIT "A"

DATE(S) OF CONTRACT: January 1, 2014 - December 31, 2014

RENTOR AGREES:

- To contact the OC Fair & Event Center Communications Department to be scheduled for participation at any event. This contract does not grant admittance to all events. Food trucks **must** be scheduled to participate. All food truck owner/operators must contact Robin Wachner (Communications Director) by email at rwachner@ocfair.com to be scheduled.
- To contact Robin Wachner at (714) 371-6268 or by email at rwachner@ocfair.com if cancellation of participation in any scheduled event becomes necessary. Food truck owner/operators that cancel to attend another event will be liable for the full space rental fee and possible cancellation in future events, even if a replacement truck is booked. Other cancellations will be considered on a case by case basis.
- To provide all required documents (as listed below*) prior to arrival at each event.
- That payment is due at the start of the event.
- That a minimum of one (1) post across social media platforms is required prior to each appearance or the day of the event (Twitter, Facebook, Instagram). Trucks that do not adhere to this policy may be taken off the lineup.
- To apply for and receive a valid Health Permit from the Orange County Health Care Agency before participating in any event. Permits for Food Truck Fare events are valid for same recurring events throughout the calendar year. Separate Health Permits are required for other events of different names (as listed below**).
- To comply with OC Fair & Event Center cash handling guidelines and cash register requirements.
- That violation of any portion of this contract, whether factual or implied, will void contract and be cause for removal from OC Fair and Event Center property.
- That any and all equipment, materials and vehicles will be removed from your assigned operating space at the conclusion of participation at each event.
- That alcohol is prohibited from being sold or consumed unless otherwise specified by OC Fair & Event Center representative.
- That all canned or bottled beverages offered for sale must be approved Pepsi products. No glass bottles permitted. All beverages in glass containers must be poured into disposable cups.
- To stock ice as needed. The OC Fair & Event Center does not provide ice.
- To be on site for entire duration of the event. Be ready to serve at the event start time. Trucks will not be allowed to leave early or arrive late. As all events are rain or shine, please plan accordingly.

****TENTATIVE SCHEDULE OF PLANNED 2014 EVENTS**

<u>Event</u>	<u>Day/Date</u>	<u>Hours</u>	<u>Space Rental Fee</u>
Food Truck Fare	Thursday	11 AM - 2 PM	\$35.00 per Event
Food Truck Fare (After Dark)	Wednesday Nights	5:30 PM - 9 PM	\$50.00 per Event
2014 Imaginology	April 11-13	9 AM - 5 PM	\$50.00 per Day
2014 OC Fair	July 11-August 10 (Day of Week TBD)	Noon - 10 PM	\$400.00 per Day

(Space rental fee includes all dessert trucks. Small cart space fee TBD.)

***REQUIRED DOCUMENTS - Must be submitted and received prior to participation in any event.**

- ~Insurance Certificate with State verbiage (as shown in Exhibit B)
- ~Current W-9 Form
- ~Megan's Law Form (All employees working the events must be listed)
- ~Sellers Permit Number

RENTAL AGREEMENT

THIS AGREEMENT by and between the 32nd District Agricultural Association dba OC Fair & Event Center, hereinafter called the Association, and Master Pool & Spa Corp dba Hot Productions hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: from **September 4 - 9, 2014**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Hot Productions – Hot Tub & Swim Spa Show

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$13,869.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hereof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Master Pool & Spa Corp dba Hot Productions
6415 Wayzata Boulevard
Saint Louis Park, MN 55426

By _____

Title: Ross Erickson, President

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Hot Productions - Pool and Spa Show
 Contact Person: Ross Erickson
 Event Dates: 09/04/2014 - 09/09/2014

Contract No: R-216-14
 Phone: (612) 369-3717
 Friday: 12:00 PM - 8:00 PM
 Saturday: 10:00 AM - 8:00 PM
 Sunday: 10:00 AM - 6:00 PM

Admission Price: Free

Vehicle Parking Fee: \$7.00 General Parking

Projected Attendance: 600

Facility Rental Fees			
Facility and/or Area Fees	Date-Time	Activity	Actual
Thursday			
The Hangar (#18)	09/04/2014 03:00 PM - 12:00 AM	Move In	*No Charge
Friday			
The Hangar (#18)	09/05/2014 12:00 PM - 08:00 PM	Event	*No Charge
Saturday			
The Hangar (#18)	09/06/2014 10:00 AM - 08:00 PM	Event	3,150.00
Sunday			
The Hangar (#18)	09/07/2014 10:00 AM - 06:00 PM	Event	3,150.00
Monday			
The Hangar (#18)	09/08/2014 06:00 AM - 12:00 AM	Move Out	1,575.00
Tuesday			
The Hangar (#18)	09/09/2014 06:00 AM - 11:59 PM	Move Out	1,575.00
-Move out must be completed by 11:59 PM on Tuesday - September 9, 2014 to avoid additional charges. *No Charge due to OCMP vendor interference during the March Pool & Spa Show.			Total: 9,450.00

Estimated Equipment Fees				
Description	Date-Time	Units	Rate	Actual
50 Amp Drop	Estimate 3	3.00 EA	70.00 EA	210.00
110 Amp Drop	Estimate 1	1.00 EA	180.00 EA	180.00
Banquet Table (Rectangular)	Estimate 16	16.00 EA	15.00 EA	240.00
Chair (Individual)	Estimate 76	76.00 EA	2.50 EA	190.00
Dumpster	Estimate 11	11.00 EA	18.00 EA	198.00
Electrical Splitter Box - Inside	TBD	TBD EA	55.00 EA	TBD
Electrical Usage Rate	Estimate Only	1.00 EA	700.00 EVT	700.00
Forklift	Estimate 4	4.00 HR	75.00 HR	300.00
Marquee Board	09/01/2014 - 09/07/2014	1.00 WK	450.00 WK	450.00
Sweeper (In-House)	Estimate 3 Hours	3.00 HR	75.00 HR	225.00

Any requests for equipment not listed on this agreement will result in additional charges. **Total:** 2,693.00

Reimbursable Personnel Fees				
Description	Date-Time	Units	Rate	Actual
Event Operations				
Set Up				
Grounds Attendant	Estimate 3 Hours	3.00 HR	19.50 HR	58.50
Janitorial Attendant	Estimate 1 Hour	1.00 HR	19.50 HR	19.50
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00
Event Day				
Grounds Attendant	09/05/2014 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	09/05/2014 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Grounds Attendant	09/06/2014 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	09/06/2014 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Grounds Attendant	09/07/2014 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Janitorial Attendant	09/07/2014 Estimate 2 Hours	1.00 EA	19.50 HR	39.00
Clean Up				
Grounds Attendant	Estimate 4 Hours	4.00 HR	19.50 HR	78.00
Janitorial Attendant	Estimate 1 Hour	1.00 HR	19.50 HR	19.50
Electrician	Estimate 2 Hours	2.00 HR	45.00 HR	90.00

EXHIBIT A

Event Information

Parking

Parking Attendant	Estimate 2 Hours	2.00 HR	19.50 HR	39.00
Parking Attendant	09/06/2014 04:00 PM - 09:00 PM	1.00 EA	19.50 HR	97.50

Any request for personnel not listed on this agreement will result in additional charges.

Total: 726.00

Summary

Facility Rental,	\$9,450.00
Estimated Equipment, Reimbursable Personnel and Services Total	\$3,419.00
Refundable Deposit	\$1,000.00

-Reimbursement for any additional request for personnel or equipment not listed on this rental agreement will be invoiced. Payment will be due upon receipt.

-Reimbursement for repair of any event related facility damage will be invoiced. Payment will be due upon receipt.

Grand Total: \$13,869.00

Payment Schedule

Payment Schedule

First Payment

<u>Due Date</u>	<u>Amount</u>
09/03/2014	\$13,869.00

Payment Total: \$13,869.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure that you are aware of the details of these construction projects and how they may affect your event.

Hot Productions Agrees:

- That employees and/or contractors are not allowed to solicit in the OC Market Place footprint, at OC Market Place entry gates or on the venue's perimeter.
- That advertising and promotion must list the location as OC Fair and Event Center.
- That all pools, spas and furniture be contained inside the building. Outside displays are not permitted.
- That signage locations must be approved by an OCFEC representative.
- That signage may not be placed on/along the venue's perimeter, sidewalk or grass areas.
- That used spas and/or equipment must be placed in an OCFEC pre-approved location.

REVIEWED _____

APPROVED _____

DATE September 16, 2014

FAIRTIME

INTERIM

XX

RENTAL AGREEMENT

THIS AGREEMENT by and between the **32nd District Agricultural Association dba OC Fair & Event Center**, hereinafter called the Association, and **Orange County Beekeepers Association** hereinafter, called the Rentor

WITNESSETH:

1. THAT WHEREAS, The Rentor desires to secure from the Association certain rights and privileges and to obtain permission from the Association to use Association premises: **September 5, 2014**
2. NOW, THEREFORE, Association hereby grants to the Rentor the right to occupy the space(s) described below for the purpose hereinafter set forth, subject to the terms and conditions of this agreement:

See Exhibit A

3. The purpose of occupancy shall be limited to, and shall be for no other purpose or purposes whatsoever:

Orange County Beekeepers Association Meeting

4. Rentor agrees to pay to Association for the rights and privileges hereby granted, the amounts and in the manner set forth below:

\$100.00

5. Please see Exhibits "A" "B" "C" and "E" which are incorporated into and made a part of the Rental Agreement.
6. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
7. Rentor further agrees to indemnify and save harmless Association and the State of California, their officers, agents, servants and employees, and the Association's sales agency of record (currently Moor + South/Pier Management Co., LP, dba California Partnership Marketing Group) from any and all claims, causes of action and suits accruing or resulting from any damages, injury or loss to any person or persons, including all persons to whom the Rentor may be liable under any Workers' Compensation law and Rentor himself and from any loss, damage, cause of action, claims or suits for damages including but not limited to loss of property, goods, wares or merchandise, caused by, arising out of or in any way connected with the exercise by Rentor of the privileges herein granted.
8. Rentor further agrees that he will not sell, exchange or barter, or permit his employees to sell, exchange or barter, any permits issued to Rentor or his employees hereunder.
9. It is mutually understood and agreed that this contract or the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of Association.
10. It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein and no alterations or variations of the terms hercof, unless made in writing and signed by the parties hereto, shall be binding upon any of the parties hereto.
11. The Rules and Regulations printed on the reserve side hereof are made a part of this agreement as though fully incorporated herein, and Rentor agrees that he has read this agreement and the said Rules and Regulations and understands that they shall apply, unless amended by mutual consent in writing of the parties hereto.
12. In the event Rentor fails to comply in any respect with the terms of this agreement and the Rules and Regulations referred to herein, all payments for this rental space shall be deemed earned and non-refundable by Association and Association shall have the right to occupy the space in any manner deemed for the best interest of Association.
13. Special Provisions: **The Event Sales & Services Policies & Procedures Handbook does hereby become a part of this Rental Agreement by reference and is on file with the Association. By signing the Agreement, Rentor acknowledges that they have read the Event Sales & Services Policies & Procedures Handbook and agrees to abide by said Policies and Procedures.**
14. This agreement is not binding upon Association until it has been duly accepted and signed by its authorized representative, and approved (if required) by the Department of Food and Agriculture and Department of General Services.

IN WITNESS WHEREOF, This agreement has been executed in quadruplicate, by and on behalf of the parties hereto, the day and year first above written.

Orange County Beekeepers Association
2973 Harbor Boulevard, #132
Costa Mesa, CA 92626

32nd District Agricultural Association
88 Fair Drive
Costa Mesa, CA 92626

By _____

By _____

Title: Rob Stone, President
Orange County Beekeeper Association

Title: Sharon Augenstein, Chief Financial Officer

EXHIBIT A

Event Information

Event Name: Orange County Beekeepers Association Meeting
Contact Person: Rob Stone
Event Date: 09/05/2014

Contract No: R-217-14
Phone: (949) 922-6986
Hours: 6:00 PM - 10:00 PM

Vehicle Parking Fee: Private Event

Projected Attendance: 50

Facility Rental Fees			
<u>Facility and/or Area Fees</u>	<u>Date-Time</u>	<u>Activity</u>	<u>Actual</u>
Friday Silo Building	09/05/2014 06:00 PM - 10:00 PM	Event	100.00

Total: 100.00

Estimated Equipment Fees			
<u>Description</u>	<u>Date-Time</u>	<u>Units</u>	<u>Rate</u>
Any request for equipment not listed on this agreement will result in added charges.			

Total: 0.00

Reimbursable Personnel Fees			
Any request for personnel not listed on this agreement will result in added charges.			

Total: 0.00

Summary		
Facility Rental Total		\$100.00
Estimated Equipment, Reimbursable Personnel and Services Total		\$0.00
Refundable Deposit		\$0.00

Grand Total: \$100.00

Payment Schedule		
<u>Payment Schedule</u>	<u>Due Date</u>	<u>Amount</u>
First Payment	09/04/2013	\$100.00
Total:		\$100.00

Payment Total: \$100.00

Please Remit Payment in *Check Only*

****ALL PAYMENTS ARE NON-REFUNDABLE****

The OC Fair & Event Center is excited to announce that implementation of a 10-year master plan for the fairgrounds property and its facilities is in progress. Implementation of the Master Plan may require construction to take place simultaneously during your event. It is strongly recommended to stay in regular contact with your event coordinator throughout the entire planning process of your event to ensure you are aware of the details of these construction projects and how they may affect your event.

OC FAIR & EVENT CENTER
ACTIVE JOINT POWERS AUTHORITY AGREEMENTS
August 23, 2014 through September 18, 2014

JOINT POWERS AUTHORITY	PROJECT #	PROJECT DATE	PROJECT DESCRIPTION	PRIMARY CONTRACTOR	APPROVED PROJECT TOTAL
Continuing					
California Fair Financing Authority	03211031, Arch	01/18/13	Pacific Amphitheatre Renovation - Architecture	MAKE Architecture	\$575,792.00
California Fair Financing Authority	03211031, Geo	01/18/13	Pacific Amphitheatre Renovation - Geotechnical	Willdan Geotechnical	\$21,001.00
California Fair Financing Authority	03211031, Const	01/10/12	Pacific Amphitheatre Renovation - Phase I Construction	Innovative Construction Solutions	\$2,022,634.00
California Fair Financing Authority	03212033	09/28/12	Asphalt Repair & Speed Bump Install	Century Paving	\$41,441.57
California Fair Financing Authority	C0732X.454	02/01/12	Main Mall Renovation	Sanders Construction	\$3,402,000.00
California Fair Financing Authority	C0032X.424	04/02/12	Master Plan	LSA Associates, Inc.	\$20,000.00
California Fair Financing Authority	03212034	11/07/12	Gate 7 Improvements	A.T. Construction	\$84,240.00
California Fair Financing Authority	03212035	11/08/12	Capital Improvements Contract Coordination and Support	CFFA	\$51,500.00
California Fair Financing Authority	03212037	11/15/12	Soils Analysis	Willdan Geotechnical	\$9,486.30
California Fair Financing Authority	03212038	11/26/12	Re-Roof Courtyard Restroom	McClain Roofing, Inc.	\$7,416.00
California Fair Financing Authority	03212040	11/30/12	Stucco Courtyard Restroom	DCS Plastering	\$24,440.00
California Fair Financing Authority	03212042	12/04/12	Paint Steel Structure at Centennial Farm	Painting Unlimited, Inc.	\$13,416.00
California Fair Financing Authority	03212041	01/18/13	Courtyard Restroom Framing	All Family Construction, Inc.	\$18,200.00
California Fair Financing Authority	03213003	01/14/13	Gate 1 Improvements	A.T. Construction	\$14,040.00
California Fair Financing Authority	03213004	01/11/13	Reroof Santa Ana Pavilion	Pre-Fab Builders, Inc.	\$132,855.03
California Fair Financing Authority	03213007	01/28/13	Varco Pruden Metal Panel Update	Pre-Fab Builders, Inc.	\$9,101.08
California Fair Financing Authority	03213008	02/12/13	Gate 1 Phase II Stone Work	A.T. Construction	\$20,291.00
California Fair Financing Authority	03213016	03/26/13	Color Coat Courtyard	DCS Plastering	\$15,570.88
California Fair Financing Authority	03213006	06/10/13	Pac Amp Campground PMT Upgrade-Solicitation of Bids	CFFA	\$16,011.00
California Fair Financing Authority	03213031, Const	08/15/13	Pac Amp Berm Renovation - Phase II	CFFA	\$12,806,857.70
California Fair Financing Authority	03213031, Bid	05/17/13	Pac Amp Phase II - Solicitation of Bids	CFFA	\$88,536.00
California Fair Financing Authority	03213035	09/01/13	Memorial Gardens Building Relocation	CFFA	\$92,682.85
California Fair Financing Authority	03213034	10/11/13	West End Facility Electrical Upgrade	CFFA	\$549,284.00
California Fair Financing Authority	03213043	12/11/13	Parking Lot F - Seal & Stripe	Imperial Paving	\$14,315.97
California Fair Financing Authority	03214010	02/21/14	Pac Amp Sound/Video Support Structure - Solicitation to Bid	CFFA	\$12,760
California Fair Financing Authority	03214009	03/06/14	Pac Amp Super Structure Painting - Solicitation to Bid	CFFA	\$7,100.00
California Fair Financing Authority	03214023	04/03/14	Pac Amp Stage Super Structure Painting	CFFA	\$147,649.60
California Fair Financing Authority	03214025	04/03/14	Pac Amp Sound/Video Support Structure	CFFA	\$212,659.48
New					
Revision/Amendment					
California Fair Financing Authority	03213031-B	08/15/13	Pacific Amphitheatre Renovation - Phase II (no change in \$)	CFFA	\$12,806,857.70



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

SETTLEMENT AGREEMENT PACIFIC AMPHITHEATER PHASE II LOU ADDENDUM

August 22, 2014

Project No. **03213031-B**
Subject: **32nd District Agricultural Association**
Pacific Amphitheater Berm Renovation -Phase II

This addendum LOU modified from the original Construction LOU signed on August 22, 2013 for the remaining construction work for Phase II Pacific Amphitheater Berm Renovation, and is based upon the following Scope of Work:

- A. The site of the proposed project is at the 32nd District Agricultural Association (Fair).
- B. The construction contract is between CFFA and the AWI Builders, Inc.
- C. CFFA will provide additional project management and administration services as agreed associated with the completion of Phase II Pacific Amphitheater Berm Renovation construction.

This addendum to Project Number 03213031 incorporates the results of a settlement agreement with AWI, the awarded Contractor for the Pacific Amphitheatre Berm Renovation – Phase II project. The original value of the LOU was \$12,806,857.70 which included \$1,645,379.70 for Construction Contingency and associated Management/Administration Fees. This addendum reduces the Construction Contingency account and reallocates the dollars to other categories consistent with the agreement between AWI, CFFA and the 32nd DAA. The total amount of the LOU remains the same. Additional CFFA Project Management fees if incurred will be based upon the amount of the construction contingency funding that is utilized and the professional services that are used, and will be calculated at 6% of the actual amount expended.

A breakdown of the costs and fees is outlined in the table on the following page:

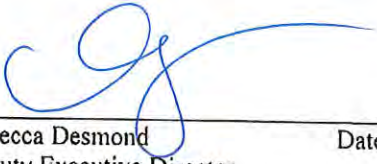
PACIFIC AMPHITHEATER PHASE II
LOU ADDENDUM
Cost Breakdown

<u>PROJECT CONSTRUCTION COSTS</u>	<u>ORIGINAL LOU</u>	<u>ADDENDUM</u>	<u>REVISED</u>
Base Construction Phase II Contract	\$8,794,300.00	\$0.00	\$8,794,300.00
Add Alternate No. 1 (Restroom 400)	592,000.00	0.00	592,000.00
Add Alternate No. 1A (Restroom 500)	592,000.00	0.00	592,000.00
Add Alternate No. 2 (Box Offices 200 and 300)	285,000.00	0.00	285,000.00
Add Alternate No. 3 (Vendor Boxes)	85,000.00	0.00	85,000.00
Prior Approved AWI Change Orders #3, 4, 7, 8, 25 & 26	0.00	202,000.00	202,000.00
CFFA Change Order #7 - Agreed Settlement for Potential Claims	0.00	590,000.00	590,000.00
CFFA Change Order #8 - Credit to Fair for Management Admin	0.00	-515,000.00	-515,000.00
Construction Sub-Total	\$10,348,300.00	\$277,000.00	\$10,625,300.00
CONSTRUCTION CONTINGENCY			
Construction Contingency	\$1,552,245.00	-\$717,000.00	\$835,245.00
Construction Contingency Administration Fee (6%)	93,134.70	-47,520.00	45,614.70
Construction Contingency Sub-Total	\$1,645,379.70	-\$764,520.00	\$880,859.70
PROFESSIONAL SERVICES/CONSULTANTS			
Estimated Geotechnical Monitoring and Review Services	\$60,000.00	\$0.00	\$60,000.00
Estimated Special Inspections and Third Party Services	18,000.00	0.00	18,000.00
Estimated Environmental and/or Laboratory Services	25,000.00	0.00	25,000.00
Estimated Structural Review & Observation Services	10,000.00	0.00	10,000.00
Additional Estimated Professional Services/Direct Costs	0.00	55,000.00	55,000.00
Additional Estimated Consultant Contract Fees	0.00	30,000.00	30,000.00
Professional Services Sub-Total	\$113,000.00	\$85,000.00	\$198,000.00
REIMBURSABLE EXPENSES			
Estimated Reimbursable Expenses, i.e. Travel, Reproduction	\$72,500.00	\$0.00	\$72,500.00
Additional Estimated Legal/Travel/Reimbursable Expenses	0.00	105,000.00	105,000.00
Reimbursable Expenses Sub-Total	\$72,500.00	\$105,000.00	\$177,500.00
MANAGEMENT/ADMINISTRATION FEES			
Project Administration Fee (6%)	\$620,898.00	\$0.00	\$620,898.00
Project Administration Fee (6%) for AWI Change Orders (\$202K)	0.00	12,120.00	12,120.00
Additional Project Admin Fee (6%) for CFFA Change Order #7	0.00	35,400.00	35,400.00
Additional Project Management/Administration Fees	0.00	250,000.00	250,000.00
Professional Services Administration Fee (6%)	6,780.00	0.00	6,780.00
Management/Administration Fees Sub-Total	\$627,678.00	\$297,520.00	\$925,198.00
Total with Fees and Estimated Costs	\$12,806,857.70	\$0.00	\$12,806,857.70

Except as herein amended, all other terms and conditions remain as previously agreed upon in the original project LOU 13-031-A, (CFFA Project No. 03213031), dated August 15, 2013 and signed on August 22, 2013 by Doug Lofstrom.

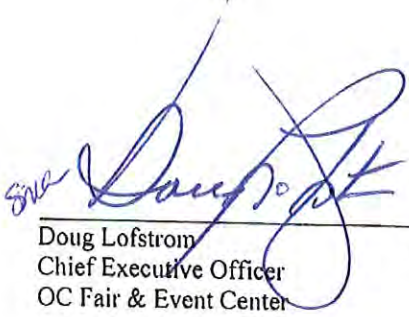
Additional project management fees will be billed in equal monthly installments of \$55,555.00/month over the estimated 4.5 month duration of the project with the first month due September 1, 2014 or upon execution of this LOU, whichever occurs first, subsequent months due upon receipt of invoice and the final installment due upon completion of all contracted efforts. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. The Contractor and all third party professional services/consultant outside services, contracted by CFFA on behalf of this project, will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The Fair represents and warrants that it has the statutory and/or legal authority to enter into this LOU 13-031-B, through the undersigned party, to obtain the benefits of the agreements referenced above, and that Doug Lofstrom is the Fair's representative for purposes of authorizing CFFA to make expenditures or enter into contracts. If you have any questions, please call Bryan Eubanks at (916) 263-6121.



Rebecca Desmond
Deputy Executive Director
California Fair Services Authority

Date



Doug Lofstrom
Chief Executive Officer
OC Fair & Event Center


Date

Joint Powers Authority

Invoices Paid in August 2014



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75121
Date Paid: 08/09/14

Payment Authorization

Date: 7/11/2014

Amount: \$ 207.00

Vendor Name: CFFA

Invoice No.: 1534

Invoice Date: 05/05/2014

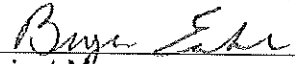
Project No.: 03211031

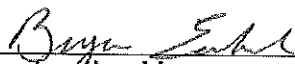
Project Name: Pac Amp Renovation Phase I

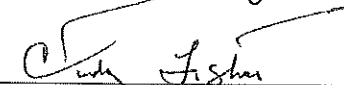
Fair Name: OC Fair & Event Center

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 1534

Invoice Date: 5/5/2014

Customer Code: 32nd

Project: 03211031
Pac Amp Renovation

Description	Amount
LOU 11031 legal cost 4/02-4/23 2014	207.00
	\$207.00

Thank you for your business!

Questions: acasias@cfsa.org

Net Invoice: \$207.00

Sales Tax: 0.00

Invoice Total: \$207.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75121
Date Paid: 08/09/14

Payment Authorization

Date: 7/11/2014

Amount: \$ 161.00

Vendor Name: CFFA

Invoice No.: 1535

Invoice Date: 06/06/2014

Project No.: 03211031

Project Name: Pac Amp Renovation Phase I

Fair Name: OC Fair & Event Center


Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1535
Invoice Date: 6/6/2014
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

Please make checks payable to California Fairs Financing Authority

Description	Amount
LOU 11031 legal cost 05-05/30 2014	161.00
	<u>\$161.00</u>

Thank you for your business!

Questions: CFFAaccounting.org

Net Invoice: \$161.00
Sales Tax: 0.00
Invoice Total: \$161.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75121
Date Paid: 08/09/14

Payment Authorization

Date: 7/11/2014

Amount: \$ 958.50

Vendor Name: CFFA

Invoice No.: 1536

Invoice Date: 05/05/2014

Project No.: 03213034

Project Name: West end Facility Electrical Upgrade

Fair Name: OC Fair & Event Center

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Bryan Eubank
Project Manager

Bryan Eubank
Construction Manager

Chris Fisher
Accounting Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1536

Invoice Date: 5/5/2014

Customer Code: 32nd

Project: 03213034
West End Facility Electrical Upgrade

Please make checks payable to California Fairs Financing Authority

Description	Amount
LOU 13034 legal cost 4/02-4/23 2014	958.50
	\$958.50

Thank you for your business!

Questions: CFFAaccounting.org

Net Invoice: \$958.50

Sales Tax: 0.00

Invoice Total: \$958.50



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75121
Date Paid: 08/09/14

Payment Authorization

Date: 7/11/2014

Amount: \$ 5,868.50

Vendor Name: CFFA

Invoice No.: 1537

Invoice Date: 04/08/2014

Project No.: 03213031

Project Name: Pac Amp Reno Phase II

Fair Name: OC Fair & Event Center


Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1537
Invoice Date: 4/8/2014
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
LOU 11031 legal cost 03/07-03/31 2014	5,868.50
	<u>\$5,868.50</u>

Thank you for your business!

Questions: CFFAaccounting.org

Net Invoice: \$5,868.50
Sales Tax: 0.00
Invoice Total: \$5,868.50



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75115
Date Paid: 08/09/14

Payment Authorization

Date: 7/9/2014

Amount: \$ 163,442.70

Vendor Name: A&P Development & Construction, Inc.
AP Construction, Inc.

Invoice No.: 1

Invoice Date: 6/30/2014

Project No.: 03214025

Project Name: Pac Amp Sound/Video Support Structure


Fair Name: OC Fair & Event Center

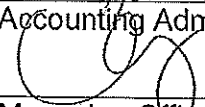
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

			PAGES
TO: California Fairs Finance Authority 88 Fair Drive Costa Mesa Ca 92626 FROM CONTRACTOR: AP Construction, Inc. CONTRACT FOR: Sound Video Support Structure	PROJECT: CCPA Sound Video Support Structure VIA ARCHITECT:	APPLICATION NO.: 1 PERIOD TO: 6/30/2014 PROJECT NOS.: CONTRACT DATE: 4/8/2014	Distribution to: <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
 Home Depot Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	\$181,603.00
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$181,603.00
4. TOTAL COMPLETE & STORED TO DATE	\$181,603.00
(Column G on G703)	
5. RETAINAGE	
a. Completed Work 10%	\$18,160.30
(Column D+E on G703)	
b. Stored Material 0%	\$0.00
(Column F on G703)	
Total Retainage (Line 5A + 5b or	
Total in Column I of G703)	\$18,160.30
6. TOTAL EARNED LESS RETAINAGE	\$163,442.70
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	\$163,442.70
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$18,160.30
(Line 3 less Line 6)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: AP Construction, Inc.

By: [Signature]

6/30/2014
Date

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: [Signature]

Date: 7-16-14

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total change orders approved in previous months by owner		
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		

A	B	C	D	E	F	G	H	I	
ITEM NO	DESCRIPTION OF WORK	SCHEDULE VALUE	WORK FROM PAST APPL.	COMPLETED THIS PERIOD	MATERIALS STORED NOT D&E	ALL COMPLETED & STORED ITEMS	% FINISH (G-C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Structural Steel Shop Drawings	2,500.00		2,500.00	Included in E	2,500.00	100%	0.00	250.00
2	Steel Materials	62,000.00		62,000.00	Included in E	62,000.00	100%	0.00	6,200.00
3	Steel Labor	41,000.00		41,000.00	Included in E	41,000.00	100%	0.00	4,100.00
4	Demolition	9,000.00		9,000.00	Included in E	9,000.00	100%	0.00	900.00
5	Concrete/Reinforcement/Forming	11,000.00		11,000.00	Included in E	11,000.00	100%	0.00	1,100.00
6	Painting	7,979.60		7,979.60	Included in E	7,979.60	100%	0.00	797.96
		\$133,479.60	\$0.00	\$133,479.60		\$ 133,479.60		\$0.00	\$13,347.96
	General Conditions: PM, Supervision, Insurance, Mobilization, Demob, Dumpster & Haul Fees, Close out documents, Bond, Insurance.	\$48,123.40 \$0.00		48,123.40 0.00		\$48,123.40 \$0.00		0.00 0.00	4,812.34 0.00
	PROJECT TOTAL:	\$181,603.00	\$0.00	\$181,603.00		\$181,603.00		\$0.00	\$18,160.30

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: AP Construction, Inc.

Name of Customer: California Fairs Finance Authority

Job Location: 88 Fair Drive Costa Mesa Ca 92626

Owner: California Fairs Authority

Through Date: 06/30/2014

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: California Fairs Authority

Amount of Check: \$ 163,442.70

Check Payable to: AP Construction, Inc.

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature:

Claimant's Title: Controller

Date of Signature: 06/30/2014

7/1/12

management (schedules, coordination, specification preparation and review), onsite oversight (Contractor and Fair interface), field inspections as needed, project administration (i.e. accounting, certified payroll, etc.), document preparation (i.e. public records requests), and architect/contractor interface (i.e. RFI coordination). The project management/administration fee is based on our six (6) percent fee for the total cost of the project. A breakdown of the total cost is presented below.

Orange County Fair & Event Center
Sound/Video Support Structure
Cost Breakdown

PROJECT CONSTRUCTION COSTS		
Base Bid Contract	\$ 181,603.00	
	Construction Sub-Total	\$ 181,603.00
CONTINGENCY (10%)		\$ 18,160.30
ESTIMATED REIMBURSABLES, i.e. travel, copies, shipping, etc	\$ 2,000.00	
	Reimbursable Sub-Total	\$ 2,000.00
MANAGEMENT/ADMIN FEES (6%)	\$ 10,896.18	
	Fees Sub-Total	\$ 10,896.18
Estimated Total Costs, with Fees		\$ 212,659.48

It is scheduled that the project construction will commence on May 27, 2014 and be completed by June 30, 2014. Due to the expected short duration of the project, the project management fees will be billed in a single installment and will be due upon signing of LOU. Any direct or reimbursable costs will be reimbursed, in arrears, on a monthly basis upon receipt of invoice from CFFA that will include copies of applicable receipts. If any third party professional services/consultant outside services, contracted by CFFA on behalf of this project, are required, they will be paid directly by the Fair within seven (7) days upon receipt of an approved and signed payment authorization from CFFA.

The performance of CFFA's scope of services inures to the benefit of the Fair. To accomplish these services, CFFA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this LOU. Therefore, the Fair agrees to reimburse CFFA for all costs and expenses incurred in connection with the Project or arising out of the performance of this LOU, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CFFA. The Fair shall not reimburse CFFA for costs and expenses incurred as a result of CFFA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this LOU or for damages by reason of an alleged breach of any provision hereof, the



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100

Fax: (916) 263-6116

FINANCING

DESIGN

CONSTRUCTION

Check #: 75369
Date Paid: 08/28/2014

Payment Authorization

Date: 8/6/2014

Amount: \$ 2,175.00

Vendor Name: MAKE Architecture

Invoice No.: 12011-1

Invoice Date: 3/13/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center


Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



2138 HYPERION AVE, STUDIO A
LOS ANGELES, CA 90027
T. 323.669.0278 • F. 323.669.0282
WWW.MAKEARCH.COM

Invoice

12011-1

Date 3/13/2014

To California Fair Financing Authority
Attn: David Freese
1776 Tribute Road, Suite 100
Sacramento, CA 95815

Invoice Period
02/01/14-02/28/14

Item	Description	Monthly %	Qty/Hrs	Rate	Total %	Amount
add. service	additional services- DSA Path of Travel (January project manager hrs)		1.5	195.00		292.50
add. service	additional services-DSA Path of Travel (February project manager hrs)		4	195.00		780.00
add. service	additional services- DSA Path of Travel (February drafts person hrs)		12.25	90.00		1,102.50
Invoice Total						\$2,175.00

Architecture

2138 Hyperion Ave
Studio A
Los Angeles, CA 90027

Interiors

Furniture

t. 323.669.0278
f. 323.669.0282
admin@makearch.com



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75364
Date Paid: 08/28/2014

Payment Authorization

Date: 8/18/2014 Amount: \$ 1,953.00

Vendor Name: Heider Engineering Services, Inc.

Invoice No.: 109508

Invoice Date: 01/31/2014

Project No.: 03213031

Project Name: Pacific Amp Renovation Phase II

Fair Name: OC Fair & Event Center

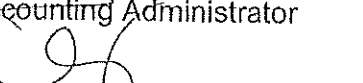
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



Heider Engineering Services, Inc.
 800 South Rochester Ave, Suite A
 Ontario, CA 91761
 (909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
1/31/2014	109508
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

				Contract Amount	Remaining Amount	
P.O. NO.	TERMS	DUE DATE	H.S. PROJECT NO.	DSA #	PROJECT NAME	
2013-02	Net 30	3/2/2014	130190		Pacific Amphitheater	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
	Pacific Amphitheater - Lobby, Plaza, & Festival Fields 100 Fair Drive Costa Mesa, CA 92626					
1/20/2014	Concrete Inspector, per hour			4	82.00	328.00
1/20/2014	Tensile Test, Reinforcing Steel, Lab Nos. R113-R117 , each			5	55.00	275.00
1/20/2014	Bend Test, Reinforcing Steel, Lab Nos. R113-R117, each			5	40.00	200.00
1/28/2014	Concrete Inspector, per hour			8	82.00	656.00
1/28/2014	Lab Nos.:01851-01854 Compression Testing, concrete cyts., each			4	20.00	80.00
1/28/2014	Registered Civil Engineer, per hour			1	150.00	150.00
1/30/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
1/31/2014	Certified Payroll Requirement			1	100.00	100.00
LOG INTO OUR WEBSITE TO VIEW YOUR REPORTS: www.heiderengineering.com/login USERNAME: freese PASSWORD: freese						
OK To Pay B-2 8-15-14						
Please remit to above address.				Total		\$1,953.00

*OK To Pay
 BZ 8-25-14*



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75364
Date Paid: 08/28/2014

Payment Authorization

Date: 8/18/2014 Amount: \$ 2,498.00

Vendor Name: Heider Engineering Services, Inc.

Invoice No.: 109560

Invoice Date: 02/28/2014

Project No.: 03213031

Project Name: Pacific Amp Renovation Phase II

Fair Name: OC Fair & Event Center

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Bay EL
Project Manager

Bay EL
Construction Manager

Cathy Fisher
Accounting Administrator

OL
Managing Officer or Designee



Heider Engineering Services, Inc.
 800 South Rochester Ave, Suite A
 Ontario, CA 91761
 (909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
2/28/2014	109560
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

Contract Amount	Remaining Amount

PO NO	TERMS	DUE DATE	H.E. PROJECT NO	DSA #	PROJECT NAME
2013-02	Net 30	3/30/2014	130190		Pacific Amphitheater

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Pacific Amphitheater - Lobby, Plaza, & Festival Fields 100 Fair Drive Costa Mesa, CA 92626			
2/14/2014	Concrete Inspector, per hour	4	82.00	328.00
2/17/2014	Concrete Inspector, per hour	8	82.00	656.00
2/17/2014	Lab Nos.: 03193-03202 Compression Testing, concrete cyls., each	10	20.00	200.00
2/18/2014	Concrete Inspector -Sample Pick Up, per hour	2	82.00	164.00
2/26/2014	Concrete Inspector, per hour	8	82.00	656.00
2/26/2014	Lab Nos.: 03801-03804 Compression Testing, concrete cyls., each	4	20.00	80.00
2/28/2014	Concrete Inspector -Sample Pick Up, per hour	2	82.00	164.00
2/28/2014	Certified Payroll Requirement	1	100.00	100.00
2/28/2014	Registered Civil Engineer, per hour	1	150.00	150.00
	LOG INTO OUR WEBSITE TO VIEW YOUR REPORTS: www.heiderengineering.com/login USERNAME: freese PASSWORD: freese			

*OK TOP
 M 4-15-14*

Please remit to above address.	Total	\$2,498.00
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CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75364
Date Paid: 08/28/2014

Payment Authorization

Date: 8/18/2014 Amount: \$ 5,823.00

Vendor Name: Heider Engineering Services, Inc.

Invoice No.: 109623

Invoice Date: 03/31/2014

Project No.: 03213031

Project Name: Pacific Amp Renovation Phase II

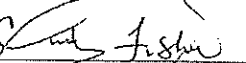
Fair Name: OC Fair & Event Center


Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



Heider Engineering Services, Inc.
 800 South Rochester Ave, Suite A
 Ontario, CA 91761
 (909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
3/31/2014	109623
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

				Contract Amount	Remaining Amount	
P.O. NO.	TERMS	DUE DATE	H.E. PROJECT NO.	DSA #	PROJECT NAME	
2013-02	Net 30	4/30/2014	130190		Pacific Amphitheater	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
	Pacific Amphitheater Berm Renovation - Phase II 88 Fair Drive Costa Mesa, CA 92626					
3/7/2014	Structural Steel Inspector, per hour			5.5	82.00	451.00
3/14/2014	Masonry Inspector, per hour			4	82.00	328.00
3/14/2014	Compression Testing, Masonry Prism, Lab Nos. 04641-04645, each			5	115.00	575.00
3/17/2014	Masonry Inspector, per hour			6.5	82.00	533.00
3/17/2014	Compression Testing of 2" Grout Cubes, Lab No.04637-04640, each			4	20.00	80.00
3/18/2014	Masonry Inspector, per hour			4	82.00	328.00
3/18/2014	Compression Testing, Masonry Grout, Lab No.04633-04636,each			4	20.00	80.00
3/19/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
3/21/2014	Masonry Inspector, per hour			4	82.00	328.00
3/21/2014	Registered Civil Engineer, per hour			1	150.00	150.00
3/24/2014	Masonry Inspector, per hour			8	82.00	656.00
3/24/2014	Compression Testing, Mortar, Lab No.05328-05332 each			5	20.00	100.00
3/24/2014	Compression Testing, Masonry Grout, Lab No. 05333-05337 ,each			5	20.00	100.00
3/26/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
3/27/2014	Concrete Inspector, per hour			8	82.00	656.00
3/27/2014	Lab Nos.:05500-05503 Compression Testing, concrete cyls., each			4	20.00	80.00
3/28/2014	Masonry Inspector, per hour			8	82.00	656.00
3/28/2014	Compression Testing, Masonry Grout, Lab No.05783-05786 ,each			4	20.00	80.00
3/28/2014	Registered Civil Engineer, per hour			1	150.00	150.00
3/31/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
Please remit to above address.				Total		\$5,823.00

*OK to pay
13-2 8-15-14*



CALIFORNIA
FAIR FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75364
Date Paid: 08/28/2014

Payment Authorization

Date: 8/18/2014

Amount: \$ 12,167.50

Vendor Name: Heider Engineering Services, Inc.

Invoice No.: 109684

Invoice Date: 4/30/2014

Project No.: 03213031

Project Name: Pacific Amp Renovation Phase II

Fair Name: OC Fair & Event Center

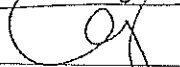
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



Heider Engineering Services, Inc.

800 South Rochester Ave, Suite A
Ontario, CA 91761
(909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
4/30/2014	109684
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

				Contract Amount	Remaining Amount	
P.O. NO.	TERMS	DUE DATE	H/E PROJECT NO.	DSA #	PROJECT NAME	
2013-02	Net 30	5/30/2014	130190		Pacific Amphitheater	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
	Pacific Amphitheater Berm Renovation - Phase II 88 Fair Drive Costa Mesa, CA 92626					
4/1/2014	Masonry Inspector, per hour			8	82.00	656.00
4/1/2014	Compression Testing, Masonry Grout, Lab No.05925-05928 ,each			4	20.00	80.00
4/2/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
4/8/2014	Concrete Inspector, per hour			5.5	82.00	451.00
4/8/2014	Lab Nos.:06370-06374 Compression Testing, concrete cyls., each			5	20.00	100.00
4/9/2014	Concrete Inspector Sample pickup			2	82.00	164.00
4/15/2014	Masonry Inspector, per hour			4	82.00	328.00
4/15/2014	Compression Testing, Masonry Grout, Lab No.06739-06742,each			4	20.00	80.00
4/16/2014	Concrete Inspector, per hour			8	82.00	656.00
4/17/2014	Concrete Inspector, per hour			8	82.00	656.00
4/17/2014	Concrete Inspector, overtime per hour			1.5	123.00	184.50
4/17/2014	Lab Nos.: 06977-06984 Compression Testing, concrete cyls., each			8	20.00	160.00
4/17/2014	Compression test, shotcrete Cores, Lab Nos.07243-07250 , each			8	40.00	320.00
4/18/2014	Concrete Inspector, per hour			8	82.00	656.00
4/18/2014	Compression test, shotcrete Cores, Lab Nos.07251-07258 , each			8	40.00	320.00
4/18/2014	Registered Civil Engineer, per hour			1.5	150.00	225.00
4/21/2014	Concrete Inspector, per hour			8	82.00	656.00
4/21/2014	Masonry Inspector, per hour			4	82.00	328.00
4/21/2014	Lab Nos.:07122-07125 Compression Testing, concrete cyls., each			4	20.00	80.00
4/21/2014	Compression Testing, Masonry Grout, Lab No.07126-07129 ,each			4	20.00	80.00
4/21/2014	Compression test, shotcrete Cores, Lab Nos.07259-07266 , each			8	40.00	320.00
4/22/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
Please remit to above address.				Total		

nikki@heiderengineering.com

www.heiderengineering.com



Heider Engineering Services, Inc.
 800 South Rochester Ave, Suite A
 Ontario, CA 91761
 (909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
4/30/2014	109684
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

*OK TO Pmt
 3-15-15*

				Contract Amount	Remaining Amount	
P.O. NO.	TERMS	DUE DATE	H/E PROJECT NO.	DSA #	PROJECT NAME	
2013-02	Net 30	5/30/2014	130190		Pacific Amphitheater	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
4/22/2014	Concrete Inspector, per hour			8	82.00	656.00
4/22/2014	Concrete Inspector, overtime per hour			1	123.00	123.00
4/22/2014	Lab Nos.:07220-07231 Compression Testing, concrete cyls., each			12	20.00	240.00
4/22/2014	Compression test, shotcrete Cores, Lab Nos. 07267-07274 , each			8	40.00	320.00
4/23/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
4/23/2014	Masonry Inspector, per hour			8	82.00	656.00
4/23/2014	Compression Testing, Masonry Grout, Lab No. 07216-07219 ,each			4	20.00	80.00
4/24/2014	Concrete Inspector, per hour			8	82.00	656.00
4/24/2014	Lab Nos.:07337-07340 Compression Testing, concrete cyls., each			4	20.00	80.00
4/24/2014	Registered Civil Engineer, per hour			1	150.00	150.00
4/28/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
4/28/2014	Concrete Inspector, per hour			8	82.00	656.00
4/28/2014	Lab Nos.: 07407-07410 Compression Testing, concrete cyls., each			4	20.00	80.00
4/29/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
4/29/2014	Masonry Inspector, per hour			4	82.00	328.00
4/29/2014	Compression Testing, Masonry Grout, Lab No. 07437-07440 ,each			4	20.00	80.00
4/30/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
4/30/2014	Masonry Inspector, per hour			4	82.00	328.00
4/30/2014	Registered Civil Engineer, per hour			1	150.00	150.00
4/30/2014	Certified Payroll Requirement			1	100.00	100.00
Please remit to above address.				Total	\$12,167.50	



CALIFORNIA
FAIRS FINANCING
AUTHORITY

FINANCING
DESIGN
CONSTRUCTION

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

Check #: 75364
Date Paid: 08/28/2014

Payment Authorization

Date: 8/18/2014 Amount: \$ 9,702.00

Vendor Name: Heider Engineering Services, Inc.

Invoice No.: 109747

Invoice Date: 5/31/2014


Project No.: 03213031

Project Name: Pacific Amp Renovation Phase II

Fair Name: OC Fair & Event Center


Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



Heider Engineering Services, Inc.

800 South Rochester Ave, Suite A
Ontario, CA 91761
(909) 673-0292 Fax: (909) 673-0272

DATE	INVOICE #
5/31/2014	109747
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

OK TO PM
5/31/15

				Contract Amount	Remaining Amount	
P.O. NO.	TERMS	DUE DATE	H/E PROJECT NO	DSA #	PROJECT NAME	
2013-02	Net 30	6/30/2014	130190		Pacific Amphitheater	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
	Pacific Amphitheater Berm Renovation - Phase II 88 Fair Drive Costa Mesa, CA 92626					
5/1/2014	Masonry Inspector, per hour			4	82.00	328.00
5/1/2014	Compression Testing, Masonry Grout, Lab No.07593-07596,each			4	20.00	80.00
5/2/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
5/2/2014	Masonry Inspector, per hour			4	82.00	328.00
5/5/2014	Masonry & Structural Steel Inspector, per hour			8	82.00	656.00
5/5/2014	Compression Testing, Masonry Grout, Lab No.07641-07644 ,each			4	20.00	80.00
5/6/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
5/6/2014	Masonry Structural Steel Inspector, per hour			8	82.00	656.00
5/6/2014	Compression Testing, Masonry Grout, Lab No. 07804-07807 ,each			4	20.00	80.00
5/7/2014	Masonry Inspector, per hour			4	82.00	328.00
5/9/2014	Masonry Inspector, per hour			8	82.00	656.00
5/9/2014	Registered Civil Engineer, per hour			1	150.00	150.00
5/12/2014	Masonry Inspector, per hour			8	82.00	656.00
5/12/2014	Compression Testing, Masonry Grout, Lab No. 07875-07878 ,each			4	20.00	80.00
5/13/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
5/13/2014	Masonry Inspector, per hour			6	82.00	492.00
5/13/2014	Compression Testing, Masonry Grout, Lab No. 07883-07886,each			4	20.00	80.00
5/14/2014	Masonry Inspector, per hour			6	82.00	492.00
5/14/2014	Compression Testing, Masonry Grout, Lab No.07923- 07926 ,each			4	20.00	80.00
5/15/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
5/15/2014	Concrete Inspector, per hour			8	82.00	656.00
5/15/2014	Lab Nos.:08024-08032 Compression Testing, concrete cyls., each			9	20.00	180.00
5/16/2014	Concrete Inspector -Sample Pick Up, per hour			2	82.00	164.00
5/16/2014	Structural Steel Inspector, per hour			8	82.00	656.00
Please remit to above address.				Total		



Heider Engineering Services, Inc.
 800 South Rochester Ave, Suite A
 Ontario, CA 91761
 (909) 673-0292 Fax: (909) 673-0272

*OK to pay
 5-15-14*

DATE	INVOICE #
5/31/2014	109747
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

Contract Amount	Remaining Amount

P.O. NO.	TERMS	DUE DATE	H.E. PROJECT NO.	DSA #	PROJECT NAME	
2013-02	Net 30	6/30/2014	130190		Pacific Amphitheater	
DATE	DESCRIPTION			QTY	RATE	AMOUNT
5/16/2014	Registered Civil Engineer, per hour			1	150.00	150.00
5/19/2014	Concrete Inspector, per hour			8	82.00	656.00
5/19/2014	Lab Nos.: 08112-08115 Compression Testing, concrete cyls., each			4	20.00	80.00
5/19/2014	Structural Steel Inspector, per hour			4	82.00	328.00
5/28/2014	Concrete Inspector, per hour			5.5	82.00	451.00
5/30/2014	Structural Steel Inspector, per hour			4	82.00	328.00
5/30/2014	Registered Civil Engineer, per hour			0.5	150.00	75.00
5/31/2014	Certified Payroll Requirement			1	100.00	100.00
Please remit to above address.				Total	\$9,702.00	



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75364
Date Paid: 08/28/2014

Payment Authorization

Date: 8/18/2014 Amount: \$ 1,722.00

Vendor Name: Heider Engineering Services, Inc.

Invoice No.: 109829

Invoice Date: 6/30/2014

Project No.: 03213031

Project Name: Pacific Amp Renovation Phase II

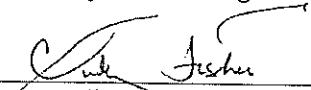
Fair Name: OC Fair & Event Center

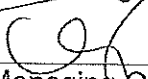
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



Heider Engineering Services, Inc.
 800 South Rochester Ave, Suite A
 Ontario, CA 91761
 (909) 673-0292 Fax: (909) 673-0272

OK TO PAID 5-15-14

DATE	INVOICE #
6/30/2014	109829
Federal ID #33-0846963	

BILL TO
California Fair Financing Authority 1776 Tribute Road, Suite 100 Sacramento, CA 95815

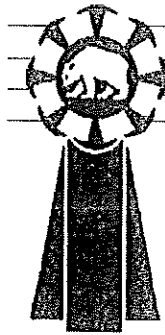
Contract Amount	Remaining Amount
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P.O. NO.	TERMS	DUE DATE	H.E. PROJECT NO.	DSA #	PROJECT NAME
2013-02	Net 30	7/30/2014	130190		Pacific Amphitheater

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Pacific Amphitheater Berm Renovation - Phase III 88 Fair Drive Costa Mesa, CA 92626			
6/11/2014	Concrete Inspector, per hour	8	82.00	656.00
6/11/2014	Lab Nos.:08858-08861 Compression Testing, concrete cyls., each	4	20.00	80.00
6/12/2014	Concrete Inspector, per hour	6	82.00	492.00
6/12/2014	Lab Nos.:08975-08978 Compression Testing, concrete cyls., each	4	20.00	80.00
6/13/2014	Concrete Inspector -Sample Pick Up, per hour	2	82.00	164.00
6/13/2014	Registered Civil Engineer, per hour	1	150.00	150.00
6/30/2014	Certified Payroll Requirement	1	100.00	100.00
	LOG INTO OUR WEBSITE TO VIEW YOUR REPORTS: www.heiderengineering.com/login USERNAME: freeze PASSWORD: freeze			

Please remit to above address.

Total \$1,722.00



CALIFORNIA
FAIR'S FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75388
Date Paid: 08/28/2014

Payment Authorization

Date: 8/18/2014 Amount: \$ 4,315.00

Vendor Name: Willdan Geotechnical

Invoice No.: 02210984

Invoice Date: 7/18/2014

Project No.: 03213031

Project Name: Pacific Amp Renovation Phase II

Fair Name: OC Fair & Event Center


Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

de 109
8/18/14

CALIFORNIA FAIR FINANCING AUTHORITY
1776 TRIBUTE ROAD, SUITE 100
SACRAMENTO CA 95815
ATTN: DAVID FREESE

Invoice # : 02210984
Invoice Date : 7/18/2014
Project : 102063
Invoice Group : **

Client Ref # :

Project Name : CFFA, PACIFIC AM PHASE II - COSTA MESA

For Professional Services Rendered from 5/26/2014 through 6/27/2014

GEOTECHNICAL AND MATERIAL INSPECTION & TESTING, PACIFIC AMPHITHEATRE PHASE II, ORANGE COUNTY FAIR, COSTA MESA, CA

Time at Hourly Rates	4,315.00
Expenses	0.00
Current Billing Amount	4,315.00
Amount Due This Invoice	4,315.00

Previously Billed	12,435.00
Total This Invoice	4,315.00
Billed To Date	16,750.00

Open Invoice

Number	Date	Amount	Balance
02210876	1/20/2014	570.00	570.00
02210892	2/10/2014	6,745.00	6,745.00
Total Due:			7,315.00

Aged Balances

1 - 30	31 - 60	61 - 90	Over 90	Unallocated
6,745.00	570.00	0.00	0.00	0.00

Remit To: Willdan Geotechnical
2401 E Katella Ave Suite 300
Anaheim, CA 92806

Questions? Please call Billing at (714) 940-6300

Project : 102063 -- CFFA, PACIFIC AM PHASE II - COSTA MESA

Invoice # : 02210984

Phase : 3000 -- GEOTECHNICAL SERVICES

Rate Schedule Labor

<i>Class Name</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
WELDING INSPECTOR	42.00	90.00	3,780.00
MATERIAL TESTING SUPERVISOR	4.00	110.00	440.00
PRINCIPAL ENGINEER	0.50	190.00	95.00
Rate Schedule Labor			4,315.00

Total Phase : 3000 -- GEOTECHNICAL SERVICES

Labor : 4,315.00
Expense : 00.00

Total Project: 102063 -- CFFA, PAC AM PHASE II

4,315.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75388
Date Paid: 08/28/2014

Payment Authorization

Date: 8/11/2014

Amount: \$ 2,115.00

Vendor Name: Willdan Geotechnical

Invoice No.: 02210985

Invoice Date: 7/18/2014

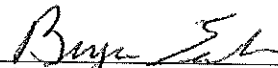
Project No.: 03214025

Project Name: Pac Amp Sound/Video Support Structure

Fair Name: OC Fair & Event Center


Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

3214025

INVOICE

*ok to pay
8/18/14*

CALIFORNIA FAIR FINANCING AUTHORITY
1776 TRIBUTE ROAD, SUITE 100
SACRAMENTO CA 95815

ATTN: DAVID FREESE

Invoice # : 02210985
Invoice Date : 7/18/2014
Project : 102063
Invoice Group : **

Client Ref # :

SOUND/VIDEO SUPPORT STRUCTURE
Project Name : CFFA, STAGE SUPER STRUCTURE, COSTA MESA

For Professional Services Rendered from 5/26/2014 through 6/27/2014

GEOTECHNICAL AND MATERIAL INSPECTION & TESTING

Time at Hourly Rates	2,115.00
Expenses	0.00
Current Billing Amount	2,115.00
Amount Due This Invoice	2,115.00

Previously Billed	16,750.00
Total This Invoice	2,115.00
Billed To Date	18,865.00

Open Invoice

Number	Date	Amount	Balance
02210876	1/20/2014	570.00	570.00
02210892	2/10/2014	6,745.00	6,745.00
Total Due:			7,315.00

Aged Balances

1 - 30	31 - 60	61 - 90	Over 90	Unallocated
6,745.00	570.00	0.00	0.00	0.00

Remit To: Willdan Geotechnical
2401 E Katella Ave Suite 300
Anaheim, CA 92806

Questions? Please call Billing at (714) 940-6300

Project: 102063 -- CFFA STAGE SUPER STRUCTURE, COSTA MESA, CA

Invoice #: 02210985

Phase: 3000 -- GEOTECHNICAL SERVICES

Rate Schedule Labor

<u>Class Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
WELDING INSPECTOR	20.00	90.00	1,800.00
MATERIAL TESTING SUPERVISOR	2.00	110.00	220.00
PRINCIPAL ENGINEER	0.50	190.00	95.00
Rate Schedule Labor			2,115.00

Total Phase: 3000 -- GEOTECHNICAL SERVICES

Labor : 2,115.00
Expense : 00.00

Total Project: 102063 -- CFFA, PAC AM PHASE II

2,115.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75361
Date Paid: 08/28/14

Payment Authorization

Date: 7/11/2014

Amount: \$ 5,391.50

Vendor Name: CFFA

Invoice No.: 1543

Invoice Date: 06/06/2014

Project No.: 03213031

Project Name: Pac Amp Reno Phase II

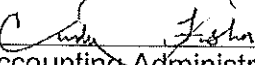
Fair Name: OC Fair & Event Center


Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribune Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1543
Invoice Date: 6/6/2014
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
LOU 13031 legal cost 05/05-5/30 2014	5,391.50
	\$5,391.50

Thank you for your business!

Questions: CFFAaccounting.org

Net Invoice: \$5,391.50
Sales Tax: 0.00
Invoice Total: \$5,391.50



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING

DESIGN

CONSTRUCTION

Check #: 75361
Date Paid: 08/28/2014

Payment Authorization

Date: 8/5/2014 Amount: \$ 1,228.28

Vendor Name: CFFA

Invoice No.: 1553

Invoice Date: 5/5/2014

Project No.: 03213031

Project Name: Pac Amp Renovation Phase II

Fair Name: OC Fair & Event Center

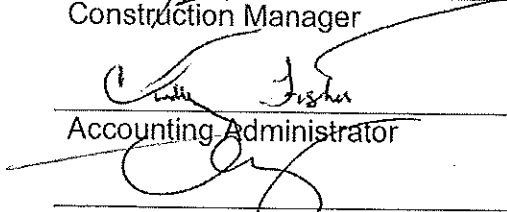
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1553
Invoice Date: 5/5/2014
Customer Code: 32nd
Project: 03213031
Pac Amp Reno Phase II

Please make checks payable to California Fairs Financing Authority

Description	Amount
LOU 13031 legal cost 04/2-04/23-2014	1,228.28
	<u>\$1,228.28</u>

Thank you for your business!

Questions: CFFAaccounting.org

Net Invoice: \$1,228.28
Sales Tax: 0.00
Invoice Total: \$1,228.28



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75361
Date Paid: 08/28/2014

Payment Authorization

Date: 7/30/2014

Amount: \$ 368.00

Vendor Name: CFFA.

Invoice No.: 1554

Invoice Date: 5/5/2014

Project No.: 03211031

Project Name: Pac Amp Reno, Phase I

Fair Name: OC Fair & Event Center

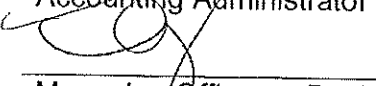
Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

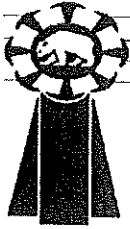
Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1554
Invoice Date: 5/5/2014
Customer Code: 32nd
Project: 03211031
Pac Amp Renovation

Please make checks payable to California Fairs Financing Authority

Description	Amount
LOU 11031 legal cost 04/2-04/23-2014	368.00
	\$368.00

Thank you for your business !

Questions: CFFAaccounting.org

Net Invoice: \$368.00
Sales Tax: 0.00
Invoice Total: \$368.00



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75361
Date Paid: 08/28/2014

Payment Authorization

Date: 8/11/2014 Amount: \$ 7,533.60

Vendor Name: CFFA

Invoice No.: 1570

Invoice Date: 8/11/2014

Project No.: 03214023

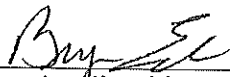
Project Name: Pac Amp Stage Superstructure Painting

Fair Name: OC Fair & Event Center

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice

Invoice Number: 1570
Invoice Date: 8/11/2014
Customer Code: 32nd
Project: 03214023
Stage Superstructure Painting

Please make checks payable to California Fairs Financing Authority

Description	Amount
CFFA Project Admin Fees per LOU 14-023	7,533.60
	<u>\$7,533.60</u>

Thank you for your business!

Questions: CFFAaccounting.org

Net Invoice: \$7,533.60
Sales Tax: 0.00
Invoice Total: \$7,533.60



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75361
Date Paid: 08/28/2014

Payment Authorization

Date: 8/11/2014

Amount: \$ 10,896.18

Vendor Name: CFFA

Invoice No.: 1571

Invoice Date: 8/11/2014

Project No.: 03214025

Project Name: Pac Amp Sound/Video Support Structure

Fair Name: OC Fair & Event Center

Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment

Buy 3
Project Manager

Buy 3
Construction Manager

Carly Fisher
Accounting Administrator

[Signature]
Managing Officer or Designee



CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Invoice

OC Fair & Event Center
88 Fair Drive
Costa Mesa, CA 92626

Invoice Number: 1571

Invoice Date: 8/11/2014

Customer Code: 32nd

Project: 03214025
Sound/Video Support Structure

Description	Amount
CFFA Project Admin Fees per LOU 14-025	10,896.18
	\$10,896.18

Thank you for your business!

Questions: acasias@cfsa.org

Net Invoice: \$10,896.18

Sales Tax: 0.00

Invoice Total: \$10,896.18



CALIFORNIA
FAIR'S FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815

Phone: (916) 263-6100
Fax: (916) 263-6116

FINANCING
DESIGN
CONSTRUCTION

Check #: 75365
Date Paid: 08/28/2014

Payment Authorization

Date: 8/6/2014 Amount: \$ 151,960.63

Vendor Name: Innovative Construction Solutions

Invoice No.: 06

Invoice Date: 7/22/2014

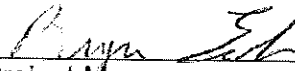
Project No.: 03211031

Project Name: Pac Amp Renovation Phase I

Fair Name: OC Fair & Event Center


Please pay the above vendor within 5 days of this payment authorization. Work has been completed and appropriate paperwork is on file with CFFA.

Approved for Payment


Project Manager


Construction Manager


Accounting Administrator


Managing Officer or Designee

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:
California Fairs Financing Authority
1776 Tribute Road, Suite 100
Sacramento, California 95815
FROM CONTRACTOR:
Innovative Construction Solutions
4011 W. Chandler Avenue
Santa Ana, California 92704
CONTRACT FOR:

PROJECT: Pacific Amphitheater
Berm Renovation

VIA ARCHITECT:

APPLICATION NO: 13-1838-06

PERIOD TO: Project Completion

PROJECT NOS: 03211031

CONTRACT DATE: February 13th, 2013

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,565,400.00
2. Net change by Change Orders \$ 19,600.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,585,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,585,000.00
5. RETAINAGE:
a. 0 % of Completed Work \$
(Column D + E on G703)
b. % of Stored Material \$
(Column F on G703)
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 75,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 1,510,000.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) → \$ 1,425,000
8. CURRENT PAYMENT DUE \$ 85,000.00
9. BALANCE TO FINISH INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: 8/13/14

State of: California County of: Orange
Subscribed and sworn to before me this 13th day of August 2014
Notary Public [Signature]
My Commission expires: 7/19/2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

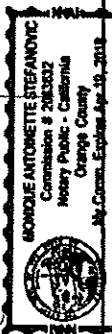
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 1 OF 1 PAGES

Orange County Fair and Events Center
Pacific Amphitheater Berm Renovation

APPLICATION NO: 13-1838-06
APPLICATION DATE: 7/22/2014
PERIOD TO: Completion
PROJECT NO: 03211031

Contractor: Innovative Construction Solutions

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H	I
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G + C)		
1	Division 0 - Procurement/Contracting	\$25,000.00	\$25,000.00	\$0.00		\$25,000.00	100.00%		
2	Division 1 - General Requirements	\$196,000.00	\$196,000.00	\$0.00		\$196,000.00	100.00%		
	General Conditions								
	Foot Bridges and Temporary Fence								
	SWPPP								
3	Division 2 - Site Construction	\$1,070,000.00	\$1,070,000.00	\$0.00		\$1,070,000.00	100.00%		
	02100 Tree Clearing								
	02100 Grubbing								
	02100 Asphalt Demolition								
	02100 Chain Link Demolition								
	02100 Concrete and Paver Demolition								
	02200 Soil Export								
	02200 Grading								
	02300 Concrete								
	02500 Storm Drain								
4	Division 16 - Electrical	\$70,000.00	\$70,000.00	\$0.00		\$70,000.00	100.00%		
5	Unit Cost #1 Unsuitable Material	\$8,900.00	\$8,900.00	\$0.00		\$8,900.00	100.00%		
6	Unit Cost #2 Import and Compact Fill	\$7,500.00	\$7,500.00	\$0.00		\$7,500.00	100.00%		
7	Unit Cost #3 Asphalt Replacement	\$4,000.00	\$4,000.00	\$0.00		\$4,000.00	100.00%		
8	Alternate Bid #1 Landscape	\$184,000.00	\$184,000.00	\$0.00		\$184,000.00	100.00%		
6	Credit Unit Cost #1 Unsuitable Material	(\$8,900.00)	(\$8,900.00)	\$0.00		(\$8,900.00)	100.00%		
7	Credit Unit Cost #2 Import/Compact Fill	(\$7,500.00)	(\$7,500.00)	\$0.00		(\$7,500.00)	100.00%		
8	Credit Alternate Bid #1 Landscape	(\$184,000.00)	(\$184,000.00)	\$0.00		(\$184,000.00)	100.00%		
9	Change Order #03 Truck Route Asphalt	\$56,500.00	\$56,500.00	\$0.00		\$56,500.00	100.00%		
10	Change Order #04 Amphitheater Walkway	\$78,500.00	\$78,500.00	\$0.00		\$78,500.00	100.00%		
11	Trucking Settlement	\$10,000.00		\$10,000.00		\$10,000.00	100.00%		
12	Retention	\$75,000.00		\$75,000.00		\$75,000.00	100.00%		
GRAND TOTALS		\$1,585,000.00	\$1,500,000.00	\$85,000.00	\$0.00	\$1,585,000.00		\$0.00	\$0.00

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G703-1992



4011 W. Chandler Avenue
Santa Ana, CA 92704
(714) 893-6366 Telephone
(714) 893-5122 Facsimile
License No. 764815 A-HAZ-C21
www.ICInc.lv

Mr. Eubanks,

Here is the spreadsheet that you requested. Our records show the balance owed from 13-1838-05 is \$66,960.63 this covers all previous invoices. Included with this is Invoice 13-1838-06 which covers the agreed settlement of \$10,000 as well as the Retention of \$75,000. Please feel free to contact me with any questions.

Invoice #	Invoice Date	Amount Invoiced	Date Received	Amount Received	Balance	Retention Balance
13-1838-01	03/13/13	418,300.00	03/29/13	397,385.00	20,915.00	20,915.00
13-1836-02	04/12/13	705,400.00	05/07/13	670,130.00	35,270.00	35,270.00
13-1838-03	05/06/13	115,000.00	05/29/13	109,250.00	5,750.00	5,750.00
13-1838-04	06/13/13	122,300.00	07/17/13	116,185.00	6,115.00	6,115.00
13-1838-05	07/10/13	139,000.00	10/03/13	65,089.37	66,690.63	6,950.00
TOTAL		1,500,00.00		1,358,039.37	66,960.63	75,000.00

Charles Watters
Field Operations Manager

Charles Watters

innovativeconstruction solutions

STOP PAYMENT NOTICE

LEGAL NOTICE TO WITHHOLD CONSTRUCTION FUNDS (Public or Private Work of Improvement) (Per California Civil Code Section 8520, 8530 & 9350)

To: California Fairs Financing Authority

(Name of owner, public entity or construction lender)

88 Fair Drive, Costa Mesa, CA 92626

(Address, if directed to a bank use address of branch holding fund)

(If directed to public entity, to the department or officer whose duty it is to make payments)

Project: Pacific Borm - Orange County Fairgrounds

(Name)

88 Fair Drive, Costa Mesa, CA 92626

(Street Address or Legal Description)

Name and address of the Project Owner (or reputed owner):

California Fairs Financing Authority

88 Fair Drive, Costa Mesa, CA 92626

Name and address of the Direct Contractor:

Name and address of the Construction Lender (if any):

TAKE NOTICE THAT Lozano Trucking

(Legal name of the person or firm claiming the stop payment notice)

(Claimant)

whose address is 29834 Warm Sands Drive, Manifea, CA 92584

(Address of person or firm claiming stop notice)

has performed labor and furnished materials for a work of improvement described above as Project. The relationship of the Claimant to the other parties is: Trucking Subcontractor

The work furnished by claimant is: Truck rental for exporting dirt

(generally describe labor, service, equipment, or material furnished or agreed to be furnished by claimant)

The labor and materials were furnished at the request of the following party: Contera Construction Corporation

Total value of the whole amount of labor and materials agreed to be furnished is \$ 338,459.00

The value of the labor and materials furnished to date is: \$ 338,459.00

Claimant has been paid the sum of: \$ 277,349.60

and there is due, owing and unpaid the sum of: \$ 61,109.40

You are required to set aside sufficient funds to satisfy this claim as provided by law. You are also notified that claimant claims an equitable lien against any construction funds for this project which are in your hands.

Dated 8/29/13

NAME: Monica Tejeda

(Name of stop notice claimant)

By: Monica Tejeda

(Owner or agent of stop notice claimant must sign here and verify below)

Authorized Capacity: Office Manager

VERIFICATION	
I, the undersigned, state: I am the <u>José Lozano</u> <u>owner</u> of the claimant named in the foregoing Stop Notice; I have read said Stop Notice and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Executed on <u>August 29,</u>	<u>20</u> <u>13</u> at <u>Manifea</u> , <u>California</u> .
(Date this document was signed)	(Name of place where stop notice signed)
By: <u>José Lozano</u>	(Signature of the individual who is swearing that the contents of the stop notice are true)

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:

California Fairs Financing Authority
1776 Tribute Road, Suite 100
Sacramento, California 95815

PROJECT: Pacific Amphitheater
Berm Renovation

APPLICATION NO: 13-1838-05

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:

Innovative Construction Solutions
4011 W. Chandler Avenue
Santa Ana, California 92704

VIA ARCHITECT:

PERIOD TO: June 30th, 2013

PROJECT NOS: 03211031

CONTRACT DATE: February 13th, 2013

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,500,000.00
2. Net change by Change Orders \$ 0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,500,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,500,000.00
5. RETAINAGE:
a. 5 % of Completed Work \$ 75,000.00
(Column D + E on G703)
b. % of Stored Material \$
(Column F on G703)
Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 75,000.00
6. TOTAL EARNED LESS RETAINAGE \$ 1,425,000.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 1,292,950
8. CURRENT PAYMENT DUE \$ 132,050.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE, (Line 3 less Line 6) \$ 75,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that in the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Charles Watters Date: 7/10/13
State of: California County of: Orange
Subscribed and sworn to before me this 10th day of July 2013
Notary Public: [Signature]
My Commission expires: 4-19-14

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

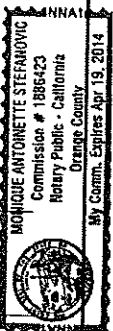
AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



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CALIFORNIA
FAIRS FINANCING
AUTHORITY

1776 Tribute Road, Suite 100
Sacramento, CA 95815
Phone: (916) 263-6100
Fax: (916) 263-6616

FINANCING
DESIGN
CONSTRUCTION

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS 19 DAY OF May, 2014 by and between the CALIFORNIA FAIRS FINANCING AUTHORITY ("CFFA") and INNOVATIVE CONSTRUCTION SOLUTIONS ("Contractor"), whose place of business is 4011 W. Chandler Avenue, Santa Ana, CA 92704.

This Agreement and Release is entered into with reference to the following facts:

- A. CFFA and Contractor entered into a contract with the CFFA to perform certain work for the CFFA at the Orange County Fair & Event Center Pacific Amphitheater Berm Renovation Project, CFFA PROJECT NO.: 03211031 ("Project") in the County of Orange, California;
- B. Contractor has completed all work under its contract with the CFFA;
- C. The CFFA and Contractor wish to forever resolve any and all claims and disputes Contractor, Contractor's subcontractors, suppliers, laborers, and assignees have or may have had against the CFFA that arise out of or are in any way related to the Project;
- D. For the consideration stated herein, the sufficiency of which is hereby acknowledged, Contractor and the CFFA agree as follows:

AGREEMENT

- 1. Subject to the provisions hereof, the CFFA shall forthwith pay to Contractor the sum of \$10,000 (TEN THOUSAND Dollars and NO Cents) as full and final settlement of any and all Claims or Disputes (as defined in the Contract Documents) Contractor, Contractor's subcontractors, suppliers, laborers and assignees have or had against the CFFA that arise out of or are in any way related to the Project.
- 2. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding Claims or Disputes against the CFFA arising from or related to the Project. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all Claims, Disputes, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against the CFFA, its respective agents, employees, inspectors, assignees and transferees.
- 3. Consistent with California Public Contract Code section 7100, Contractor, on behalf of itself, its subcontractors, suppliers, laborers and assignees hereby agrees that, in consideration of the payment set forth in Paragraph 1 hereof,

it releases and forever discharges the CFFA, its agents, employees, inspectors, assignees, and transferees from any and all liability, Claims, Disputes, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Project.

4. All Contractor's obligations under the Contract, including Contractor's warranty and indemnity obligations, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

5. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

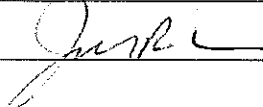
6. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
7. All rights of the CFFA shall survive completion of the work of the Project and execution of this Agreement and Release.

***** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING *****

INNOVATIVE CONSTRUCTION SOLUTIONS

TITLE: Vice President

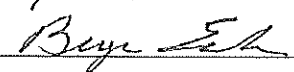
NAME: John R. White

SIGNATURE: 

CALIFORNIA FAIRS FINANCING AUTHORITY

TITLE: Manager

NAME: Bryan Fobans

SIGNATURE: 

END OF DOCUMENT



Board of Directors Agenda Report

MEETING DATE: SEPT. 25, 2014 ITEM NUMBER: 9A

SUBJECT: Committee / Task Force / Liaison Reports

DATE: September 19, 2014

FROM: Stan Tkaczyk, Board Chair

PRESENTATION BY: Stan Tkaczyk, Board Chair

RECOMMENDATION

Information item only.

BACKGROUND

To assure compliance with the Bagley-Keene Act, Committee reports are only for the purpose of the Committee chair, Task Force members or Liaison to provide a verbal update. Should the Board want to discuss any Committee work item not already on the agenda; those would need to be agendaized for a future Board meeting.

- i. Tel-Phil Negotiating Team (Chair Tkaczyk, Director La Belle)
- ii. Centennial Farm Foundation Liaison (Director Mouet)
- iii. Workers Memorial Task Force (Director Berardino, Vice Chair Aitken)
- iv. Financial Monitoring Committee (Director Mouet, Director Bagneris)
- v. 2015 OC Fair City Liaison Committee (Director Mouet)
- vi. Veteran's Memorial Task Force (Director Berardino, Vice Chair Aitken)
- vii. OC FEC Educational & Agricultural Foundation Task Force (Director Mouet, Director Bagneris)
- viii. CEO Search Task Force (Vice Chair Aitken, Director Berardino)
- ix. Legislative Monitoring Task Force (Director La Belle, Director Cervantes)
- x. Organizational Needs Assessment Task Force (Director La Belle, Director Nguyen)



Board of Directors Agenda Report

MEETING DATE: SEPT. 25, 2014 ITEM NUMBER: 9B

SUBJECT: OCC/OCFEC Parking Structure Update

DATE: September 19, 2014

FROM: Doug Lofstrom, CEO

PRESENTATION BY: Doug Lofstrom, CEO

RECOMMENDATION

Information item.

BACKGROUND

Staff will present an update regarding coordination of the proposed project with Orange Coast College.



Board of Directors Agenda Report

MEETING DATE: SEPT. 25, 2014 ITEM NUMBER: 9C

SUBJECT: Initiate Anti-Privatization Legislation

DATE: September 19, 2014

FROM: Doug Lofstrom, CEO

PRESENTATION BY: Doug Lofstrom, CEO

RECOMMENDATION

No recommendation.

BACKGROUND

Board will discuss options to develop legislation prohibiting the privatization of California fairgrounds.



**BOARD RESOLUTION
32ND DISTRICT AGRICULTURAL ASSOCIATION
COSTA MESA, CALIFORNIA**

SUBJECT: Board Position on Fair Funding and Privatization

A. The Board of the 32nd District Agricultural Association recognizes that the elimination of State funding for small and medium sized California fairs has jeopardized the continued existence of these important institutions potentially depriving the citizens of California access to the many benefits these fairs provide.

Section 2: The Board of the 32nd District Agricultural Association recognizes the historic value of California fairs to the citizens of California by providing a venue for a variety of agricultural and community events such as livestock shows and competitions, county fairs, trade shows, exhibits and education programs.

Local businesses and local communities make valuable contributions to fairs that include direct and indirect support of fair programs and facilities which in turn build and support the communities where these properties are located. These opportunities are best protected and represented when the fairs and fairgrounds are publicly owned. Public ownership ensures equal treatment of all members of the public, fair contracting and access and transparency in how the properties are managed and used.

NOW THEREFORE, upon motion by Director Bernardino, seconded by Director Bagneris and carried, the Board resolved as follows:

Section 1: The California Legislature should restore funding to small and medium size California fairs for the benefit of the citizens of California.

Section 2: The value of California fairs to the citizens of California is dependent upon California fairs remaining as public institutions. The Board opposes any movement, legislative or otherwise, to privatize California fairs.

CERTIFIED TO BE A TRUE COPY

ATTEST:

Stan Tkaczyk, Board Chair



Board of Directors Agenda Report

MEETING DATE: SEPT. 25, 2014 ITEM NUMBER: 9D

SUBJECT: Revise Article II, Section 4, of the Bylaws of the 32nd District Agricultural Association Regarding the Annual Meeting of the Board of Directors

DATE: September 19, 2014

FROM: Doug Lofstrom, CEO

PRESENTATION BY: Doug Lofstrom, CEO

RECOMMENDATION

Adopt recommended revision to Article II, Section 4, of the Bylaws of the 32nd District Agricultural Association regarding the annual meeting of the Board of Directors.

BACKGROUND

Article II, Section 4 of the Bylaws of the 32nd District Agricultural Association currently states:

Annual Meeting: *The annual meeting of the Board shall be held at the office of the Association at 9:00 a.m. on the fourth Thursday of August of each year, if not a legal holiday, and if a legal holiday, then the annual meeting shall be held, at the discretion of the Board of Directors, on the preceding or next succeeding business day. The annual meeting shall be noticed in accordance with all applicable statutes, codes, and regulations.*

As expressed at the August 28, 2014 Board meeting, the Board of Directors desires the election of Board Officers to occur annually during their October meeting. Currently, as stated in Article IV, Section 1, of the Bylaws of the 32nd District Agricultural Association, officers are elected during the Association's annual meeting, which, according to Article II, Section 4, is held in August.

Instead of separating the election of officers from other annual "house keeping" items (i.e. delegation of authority, appointment of CFSA electors, and extension of

worker's compensation coverage), staff recommends the rescheduling of the annual meeting to October each year.

Thus, staff recommends that Article II, Section 4, be revised to state:

Annual Meeting: *The annual meeting of the Board shall be held at the office of the Association at 9:00 a.m. on the fourth Thursday of October of each year, if not a legal holiday, and if a legal holiday, then the annual meeting shall be held, at the discretion of the Board of Directors, on the preceding or next succeeding business day. The annual meeting shall be noticed in accordance with all applicable statutes, codes, and regulations.*



Board of Directors Agenda Report

MEETING DATE: SEPT. 25, 2014 ITEM NUMBER: 9E

SUBJECT: Architectural Design Service and Fee Proposal for Pacific Amphitheatre Seat Replacement Project

DATE: September 19, 2014

FROM: Sharon Augenstein, CFO

PRESENTATION BY: Sharon Augenstein, CFO

RECOMMENDATION

Approve Phase I of the Pacific Amphitheatre Seat Replacement Project at \$31,840 for architectural design services + \$10,000 for civil engineer surveying services = \$41,840.

BACKGROUND

The current fixed seating in the Pacific Amphitheatre has been in place for over 30 years since the opening of the venue in 1983, exceeding its projected life of 25 years. As discussed during the December 2013 Board Meeting, the original configuration is no longer offered by the vendor and replacement parts are obtained from the used/secondary market. The cast iron structural components and seats require extensive renovation. As a result, the presentation of the venue is no longer to OCFEC standards.

It is believed efforts to renovate the existing seating would be significant and ultimately fall short of meeting the quality and presentation standards of the OCFEC and OCFEC patrons. Therefore, a complete replacement of the fixed seating was recommended and approved by the Board in January 2014 with an estimated budget of \$1.3M.

As staff began to develop the Project, research into State requirements revealed the need for approval from the California Division of the State Architect (DSA). CAD file drawings which do not currently exist for the Amphitheatre must be reconstructed and submitted to DSA for plan review, corrections and approval. Corrective work required by DSA will include addressing accessibility requirements for the seating

area as well as for path of travel from the Box Office parking lot to the seating area and restrooms. The cost and scope of this effort is currently unknown.

Initial consulting efforts of \$6,840 have already been undertaken to determine the required path for the project. Architectural design firm Froehlich, Kow & Gong Architects, Inc. was utilized for the initial effort and it is recommended the firm continue for the remainder of the effort. The firm was referred to the Fair by CFFA based on the results of an RFQ effort undertaken by CFFA approximately two years ago to source architectural firms. Froehlich, Kow & Gong was referred to the OC Fair due to its extensive experience with bleachers and grandstands and its performance of similar work for the San Diego County Fair. Remaining efforts are estimated on a Time and Materials basis at \$25,000 / (125 hours at \$180 per hour + \$2,500 materials).

Additionally, civil engineer services will likely be required to survey the venue and prepare civil drawings to assist the architect in developing a plan to address any corrective work identified and required by DSA. This is estimated at \$10,000.

The results of these efforts will enable staff to further develop the project and obtain approval from DSA as required by the State.



Board of Directors Agenda Report

MEETING DATE: SEPT. 25, 2014 ITEM NUMBER: 9F

SUBJECT: Receipt and File of Independent Auditor's Report and Financial Statements for the Years Ended December 31, 2012 and 2013

DATE: September 19, 2014

FROM: Sharon Augenstein, CFO

PRESENTATION BY: Sharon Augenstein, CFO

RECOMMENDATION

Information item.

BACKGROUND

See attached report.

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
AUDIT OFFICE



32ND DISTRICT AGRICULTURAL ASSOCIATION
OC FAIR & EVENT CENTER
COSTA MESA, CALIFORNIA

INDEPENDENT AUDITOR'S REPORT
AND FINANCIAL STATEMENTS

AUDIT REPORT #14-014
FOR THE YEARS ENDED
DECEMBER 31, 2013 AND 2012

32ND DISTRICT AGRICULTURAL ASSOCIATION
OC FAIR & EVENT CENTER
COSTA MESA, CALIFORNIA

INDEPENDENT AUDITOR'S REPORT
AND FINANCIAL STATEMENTS

FOR THE YEARS ENDED
DECEMBER 31, 2013 AND 2012

AUDIT STAFF

Ron Shackelford, CPA
Shakil Anwar, CPA
Jason Jones, CPA
Savarng Kong

Audit Chief
Assistant Audit Chief
Auditor
Auditor

AUDIT REPORT NUMBER

#14-014

32ND DISTRICT AGRICULTURAL ASSOCIATION
OC FAIR & EVENT CENTER
COSTA MESA, CALIFORNIA

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CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

Karen Ross, Secretary

Mr. Stan Tkaczyk, Chair
Board of Directors
32nd DAA, OC Fair & Event Center
88 Fair Drive
Costa Mesa, California 92626

INDEPENDENT AUDITOR'S REPORT

We have audited the accompanying statements of financial statements of the 32nd District Agricultural Association (DAA), OC Fair & Event Center, Costa Mesa, California, as of December 31, 2013 and 2012, and the related statements of operations and changes in accountability, and cash flows-regulatory basis for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design procedures that are appropriate in the circumstances, but not for the purposes of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.



We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the 32nd DAA, OC Fair & Event Center, as of December 31, 2013 and 2012, and the results of its operations and changes in accountability, and cash flows-regulatory basis for the years then ended, in accordance with accounting principles generally accepted in the United States of America.

Other Matters

The 32nd DAA, OC Fair & Event Center has not presented the Management's Discussion and Analysis, which the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be part of, the basic financial statements.

The Management Report #14-014, on the 32nd DAA's compliance with State laws and regulations and system of internal accounting control, is issued solely for the purpose of additional analysis and should be addressed by the 32nd DAA as appropriate. This additional report, however, is not a required part of the basic financial statements.



Ron Shackelford, CPA
Chief, Audit Office

April 25, 2014

**32ND DISTRICT AGRICULTURAL ASSOCIATION
OC FAIR & EVENT CENTER
COSTA MESA, CALIFORNIA**

**STATEMENTS OF FINANCIAL CONDITION
As of December 31, 2013 and 2012**

	Account Number	2013	2012
ASSETS			
Cash in Bank	111 - 127	\$ 27,433,433	\$ 22,807,562
Accounts Receivable, Net	131	416,843	521,066
Deferred Charges	143	18,650	24,348
Construction In Progress	190	5,016,612	484,747
Land	191	133,553	133,553
Buildings and Improvements, Net	192	34,869,015	36,695,261
Equipment, Net	193	652,209	1,242,992
TOTAL ASSETS		<u>68,540,315</u>	<u>61,909,529</u>
LIABILITIES AND NET RESOURCES			
Liabilities			
Accounts Payable and Other Liabilities	212	909,137	965,614
Payroll Liabilities	220-227	298,548	194,153
Deferred Income	228	211,716	206,981
Guaranteed Deposits	241	35,000	31,500
Compensated Absences Liability	245	1,007,530	1,017,638
Total Liabilities		<u>2,461,931</u>	<u>2,415,886</u>
Net Resources			
Net Resources - Junior Livestock Auction	251	26,459	27,229
Net Resources - Operations	291	25,380,536	20,909,861
Net Resources - Investment in Capital Assets	291.1	40,671,389	38,556,553
Total Net Resources Available		<u>66,078,384</u>	<u>59,493,643</u>
TOTAL LIABILITIES AND NET RESOURCES		<u>\$ 68,540,315</u>	<u>\$ 61,909,529</u>

**32ND DISTRICT AGRICULTURAL ASSOCIATION
OC FAIR & EVENT CENTER
COSTA MESA, CALIFORNIA**

**STATEMENTS OF OPERATIONS/CHANGES IN ACCOUNTABILITY
For the Years Ended December 31, 2013 and 2012**

	<u>Account Number</u>	<u>2013</u>	<u>2012</u>
REVENUE			
Admissions	410	\$ 9,263,681	\$ 8,839,843
Commercial Space	415	1,480,937	1,360,464
Carnival	421	3,335,913	2,894,852
Concessions	422	6,539,497	6,194,098
Exhibits	430	93,157	130,741
Attractions - Fairtime	460	3,328,286	3,291,945
Miscellaneous Fair	470	5,534,993	4,817,195
Miscellaneous Non-Fair	47005	20,261	321,467
Junior Livestock Auction	476	267,261	285,563
Interim	480	7,153,494	6,870,639
Prior Year Adjustments	490	688	1,918
Other Operating	495	217,581	352,592
Total Revenue		<u>37,235,749</u>	<u>35,361,317</u>
EXPENSES			
Administration	500	4,819,569	4,336,616
Maintenance and Operations	520	9,069,555	8,776,566
Publicity	540	2,189,846	2,339,168
Attendance Operations	560	3,017,623	2,610,797
Miscellaneous Fair	570	500,134	513,175
Miscellaneous Non-Fair	57005	342,121	964,677
Junior Livestock Auction	576	268,032	283,859
Premiums	580	114,759	114,334
Exhibits	630	1,406,762	1,364,856
Fair Entertainment Expense	660	5,841,509	5,681,254
Prior Year Adjustments	800	71,785	128,642
Cash Over/Short	850	13,220	14,676
Depreciation Expense	900	2,996,093	2,961,022
Total Expenses		<u>30,651,008</u>	<u>30,089,642</u>
RESOURCES			
Net Change - Income / (Loss)		6,584,741	5,271,675
Resources Available, January 1		59,493,643	54,221,968
Resources Available, December 31		<u>\$ 66,078,384</u>	<u>\$ 59,493,643</u>

**32ND DISTRICT AGRICULTURAL ASSOCIATION
OC FAIR & EVENT CENTER
COSTA MESA, CALIFORNIA**

**STATEMENTS OF CASH FLOWS - REGULATORY BASIS
For the Years Ended December 31, 2013 and 2012**

	<u>2013</u>	<u>2012</u>
CASH FLOWS FROM OPERATING ACTIVITIES:		
Excess of Revenue Over Expenses (Expenses Over Revenue)	\$ 6,584,741	\$ 5,271,675
Adjustment to Reconcile Excess of Revenue Over Expenses to Net Cash Provided by Operating Activities:		
Non-Cash Charges (Credits) to Net Income		
Depreciation and Amortization	2,996,093	2,961,022
(Increase) Decrease In Current Assets		
(Increase) Decrease in Accounts Receivable	104,222	111,338
(Increase) Decrease in Deferred Charges	5,698	7,764
Increase (Decrease) in Current Liabilities		
Increase (Decrease) in Deferred Income	4,735	(61,352)
Increase (Decrease) in Accounts Payable & Other Liabilities	(56,477)	564,236
Increase (Decrease) in Payroll Liabilities	104,395	(137,126)
Increase (Decrease) in Compensated Absence Liability	(10,107)	384
Increase (Decrease) in Guaranteed Deposits	3,500	1,500
Total Adjustments	<u>3,152,059</u>	<u>3,447,766</u>
Net Cash Provided (Used) by Operating Activities	<u>9,736,800</u>	<u>8,719,441</u>
CASH FLOWS FROM INVESTING ACTIVITIES:		
(Increase) Decrease in Buildings & Improvements	(460,493)	(4,700,470)
(Increase) Decrease in Equipment	(118,571)	(205,410)
(Increase) Decrease in Construction in Progress	(4,531,865)	1,251,734
Net Cash Provided (Used) by Investing Activities	<u>(5,110,929)</u>	<u>(3,654,146)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Net Cash Provided (Used) by Financing Activities	<u>-</u>	<u>-</u>
NET INCREASE (DECREASE) IN CASH	4,625,871	5,065,295
Cash at Beginning of Year	22,807,562	17,742,267
CASH AT END OF YEAR	<u><u>\$ 27,433,433</u></u>	<u><u>\$ 22,807,562</u></u>

**32ND DISTRICT AGRICULTURAL ASSOCIATION
OC FAIR & EVENT CENTER
COSTA MESA, CALIFORNIA**

NOTES TO THE FINANCIAL STATEMENTS

December 31, 2013 and 2012

NOTE 1

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization - The 32nd District Agricultural Association (DAA) was formed for the purpose of sponsoring, managing, and conducting the OC Fair & Event Center each year in Costa Mesa, California. The State of California, Department of Food and Agriculture, through the Division of Fairs and Expositions provides oversight responsibilities to the DAA. The DAA is subject to the policies, procedures, and regulations set forth in the California Government Code, California Business and Professions Code, Public Contracts Code, Food and Agricultural Code, State Administrative Manual, and the Accounting Procedures Manual established by the Division of Fairs and Expositions.

Basis of Accounting - The accounting policies applied to and procedures used by the DAA conform to accounting principles applicable to District Agricultural Associations as prescribed by the State Administrative Manual and the Accounting Procedures Manual. The DAA's activities are accounted for as an enterprise fund. The Governmental Accounting Standards Board (GASB) defines an enterprise fund as a fund related to an organization financed and operated in a manner similar to a private business enterprise where the intent is to recover the costs of providing goods or services to the general public primarily through user charges. Pursuant to GASB Statement No. 20, Accounting and Financial Reporting for Proprietary Funds and Other Governmental Entities That Use Proprietary Fund Account, the DAA has elected to apply the provisions of all relevant pronouncements of the Financial Accounting Standards Board (FASB), including those issued after November 30, 1989, that do not conflict with or contradict GASB pronouncements.

The DAA's financial activities are accounted for using the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (GAAP) as promulgated by the Governmental Accounting Standards Board. Thus, revenues are reported in the year earned rather than collected, and expenses are reported in the year incurred rather than paid.

Use of Estimates – The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America

requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes – The DAA is a state agency and, therefore, is exempt from paying taxes on its income.

Cash and Cash Equivalents - The DAA's cash and cash equivalents are separately held in various local banks. The Financial Accounting Standards Board defines cash equivalents as short-term, highly liquid investments that are both: (1) readily convertible to known amounts of cash; and (2) so near their maturity that they present insignificant risk of changes in value because of changes in interest rates. The cost of all cash equivalents of the DAA approximates market value.

The California State Treasury makes available the Local Agency Investment Fund (LAIF) through which local governments may pool investments. Each governmental entity may invest up to \$40,000,000 in the fund. Investments in the LAIF are highly liquid, as deposits can be converted to cash within 24 hours without loss of interest. Therefore, the DAA considers all pooled government funds with the LAIF to be cash equivalents.

In accordance with the Accounting Procedures Manual, the DAA is authorized to deposit funds in certificates of deposit and interest bearing accounts. However, Government Code Sections 16521 and 16611 require the bank or savings and loan association to deposit, with the State Treasurer, securities valued at 110 percent of the uninsured portion of the funds deposited with the financial institution. Government Code Sections 16520 and 16610 provide that security need not be required for that portion of any deposit insured under any law of the United States, such as FDIC and FSLIC.

Inventories – Inventories, if any, consists primarily of souvenir items sold during fair time, and is stated at cost.

Property and Equipment - Construction-in-progress, land, buildings and improvements, and equipment are acquired with operating funds and funds allocated by the State. Any acquired assets, if greater than \$5,000 and a useful life of one or more years, are recorded at cost less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the asset. Buildings and improvements are depreciated over 5 to 30 years, and purchases of equipment are depreciated over five years. Capitalized infrastructure assets, such as drainage systems and paving, may be depreciated over 20 to 40 years. Costs of repair and maintenance are expensed as incurred by the DAA. Interest cost on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets, net of related interest income in the case of tax-exempt debt. Furthermore, donated building improvements, and equipment are

recorded at their fair market value at the date of the gift. This recorded basis is depreciated over the useful lives identified above. The costs of projects that have not been placed in service are recorded in Account #190, Construction-in-Progress, and no depreciation is recorded on Construction-in-Progress until the project is completed and the asset is placed in service.

The Fair periodically evaluates whether events or circumstances have occurred that may have resulted in an impairment of its property and equipment. No such impairment occurred in the years ended December 31, 2013 or 2012.

Compensated Absences - Pursuant to Statement No. 16 of the Governmental Accounting Standards Board, state and local governmental entities are required to report the liability for compensated absences. Compensated absences are absences for which permanent employees will be paid, such as vacation, personal leave, and compensatory time off. The compensated absences liability is calculated based on the pay rates in effect at the balance sheet date.

Revenue Recognition - Generally the DAA recognizes revenues upon completion of services provided primarily under authorized contractual agreements. Advance payments received are deferred in accrued liabilities and other in the combined balance sheets until performance is complete. Operating lease revenue is recognized, in part, based on the combined financial statements provided by the lessee.

NOTE 2

NEW ACCOUNTING STANDARDS

In May 2007, the GASB issued Statement No. 50, *Pension Disclosures – an amendment of GASB Statements No. 25 and No. 27*, (GASB Statement No. 50”). GASB Statement No. 50 more closely aligns the financial reporting requirements for pensions with those for other postemployment benefits (“OPEB”) and, in doing so, enhances information disclosed in notes to financial statements or presented as required supplementary information (“RSI”) by pension plans and by employers that provide pension benefits. The reporting changes required by this Statement amend applicable note disclosure and RSI requirements of GASB Statements No. 25, *Financial Reporting for Defined Benefit Pension Plans and Note Disclosures for Defined Contribution Plans*, (“GASB Statement No. 25”), and No. 27, *Accounting for Pensions by State and Local Governmental Employers*, (“GASB Statement No. 27”) to conform with requirements of Statements No. 43, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, (“GASB Statement No. 43”) and No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, (“GASB Statement No. 45”). GASB Statement No. 50 will be effective for financial statements with periods beginning after June 15, 2007. The adoption of this statement did not have a material effect on the financial statements.

In July 2007, the GASB issued Statement No. 51, *Accounting and Financial Reporting for Intangible Assets*, ("GASB Statement No. 51"). GASB Statement No. 51 requires that intangible assets be classified as capital assets (except for those explicitly excluded from the scope of the new standard, such as capital leases). GASB Statement No. 51 will be effective for financial statements with periods beginning after June 15, 2009. Management has not determined the effect of GASB Statement No. 51 on the financial statements.

In November 2007, the GASB issued Statement No. 52, *Land and Other Real Estate Held as Investments by Endowments* ("GASB Statement No. 52"). GASB Statement No. 52 is effective for periods beginning after June 15, 2008, and establishes consistent standards for the reporting of land and other real estate held as investments by essentially similar entities. It requires endowments to report their land and other real estate investments at fair value. Governments also are required to report the changes in fair value as investment income and to disclose the methods and significant assumptions employed to determine fair value, and other information that they currently present for other investments reported at fair value. Management does not believe that the implementation of this statement will have a material effect on the District's financial statements.

In June 2008, the GASB issued GASB Statement No. 53, *Accounting and Financial Reporting for Derivative Instruments* ("GASB Statement No. 53"). GASB Statement No. 53 is effective for periods beginning after June 15, 2009. This statement addresses the recognition, measurement, and disclosure of information regarding derivative instruments entered into by state and local governments. Management does not believe that implementation of this statement will have a material effect on the District's financial statements.

In March 2009, the GASB issued GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions* ("GASB Statement No. 54"). The objective of this statement is to enhance the usefulness of fund balance information by providing clearer fund balance classifications that can be more consistently applied and by clarifying the existing governmental fund type definitions. The requirements of this statement are effective for financial statements for periods beginning after June 15, 2010. Management has not determined the effect of GASB Statement No. 54 on the financial statements.

In March 2009, the GASB issued GASB Statement No. 55, *The Hierarchy of General Accepted Accounting Principles for State and Local Government*. GASB Statement No. 55 was effective upon issuance and is intended to assist preparers of state and local government financial statements to identify and apply the accounting principles generally accepted in the United States of America hierarchy. This statement did not have an impact on the District's combined financial statements.

In March 2009, the FASB issued FASB Accounting Standards Board (ASC) No. 85, *Subsequent Events*, which is effective for periods ending after June 15,

2009. FASB ASC 855 establishes general standards of accounting for, and disclosure of, events that occur after the balance sheet date but before financial statements are issued or are available to be issued. As a result of the issuance of FASB ASC 855, the DAA evaluated and disclosed subsequent events through the date of the release of these financial statements.

NOTE 3 **CASH AND CASH EQUIVALENTS**

The following list of cash and cash equivalents were held by the DAA as of December 31:

	<u>2013</u>	<u>2012</u>
Cash in Bank – Operating	\$ 208,986	\$ 599,364
Cash in Bank – Investment & Savings	27,224,447	22,208,198
Total Cash and Cash Equivalents	<u>\$ 27,433,433</u>	<u>\$ 22,807,562</u>

NOTE 4 **ACCOUNTS RECEIVABLE**

The DAA is required to record an allowance for doubtful accounts based on estimates of collectability.

	<u>2013</u>	<u>2012</u>
Accounts Receivable	\$ 454,344	\$ 553,683
Allowance for Doubtful Accounts	(37,501)	(32,617)
Accounts Receivable - Net	<u>\$ 416,843</u>	<u>\$ 521,066</u>

NOTE 5 **PROPERTY AND EQUIPMENT**

Buildings and improvements and equipment at December 31, 2013 and 2012 consist of the following:

	<u>2013</u>	<u>2012</u>
Building & Improvements	\$ 67,987,792	\$ 67,527,299
Less: Accumulated Depreciation	(33,118,777)	(30,832,038)
Building & Improvements - Net	<u>\$ 34,869,015</u>	<u>\$ 36,695,261</u>
Equipment	\$ 6,394,213	\$ 6,275,642
Less: Accumulated Depreciation	(5,742,004)	(5,032,650)
Equipment - Net	<u>\$ 652,209</u>	<u>\$ 1,242,992</u>

RETIREMENT PLANS**California Public Employees' Retirement System**

The DAA's defined benefit pension plan, California Public Employees' Retirement System (the "Plan"), provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. The Plan, part of the Public Agency portion of the California Public Employees' Retirement System (CalPERS), is an agent multiple-employer plan administered by CalPERS, which acts as a common investment and administrative agent for participating member agencies within the State of California. A menu of benefits provisions, as well as other requirements, is established by state statutes within the Public Employees' Retirement Law. The DAA selects optional benefit provisions from the benefit menu by contract with CalPERS and adopts those benefits through local ordinance. CalPERS issues a separate comprehensive annual financial report. Copies of the CalPERS's annual financial report may be obtained by contacting the CalPERS Executive Office – 400 P Street, Sacramento, CA 95814.

Current Tier I Plan members are required to contribute 8% or 10% of their monthly salary, depending on bargaining unit, minus a \$513 exemption. Tier II Plan members do not have a contribution. In addition to members contributions, the DAA is required to make additional contributions based on actuarially determined remaining amount necessary to fund benefits for its members. Contributions plus earnings of the Retirement System will provide the necessary funds to pay retirement costs when accrued. The DAA's share of retirement contributions is included in the cost of administration.

DAA's contribution rates vary year to year and change July 1 of every year. The new rates become effective with the first payroll period that ends in July. The contribution rates at the end of December 31, 2013 were 21.203% and 21.355%, depending on the tier of employee. The contribution rates at the end of December 31, 2012 were 20.503% and 20.457%, depending on the tier of employee. For the years ended December 31, 2013 and 2012, the annual pension cost paid by the District was \$846,322, and \$769,021, respectively. Wages for eligible employees for the years ended December 31, 2013 and 2012 were \$3,931,791, and \$3,835,632, respectively. For 2013 and 2012, 100 and 92 employees, respectively, were part of CalPERS.

Retirement benefits fully vest after five years of credited service for Tier I employees. Retirement benefits fully vest after ten years of credited service for Tier II employees. Upon separation from State employment, members' accumulated contributions are refundable with interest credited through the date of separation.

Alternate Retirement Program

The Alternate Retirement Program (ARP) is a retirement savings program that certain state employees were automatically enrolled in from August 11, 2004 to June 30, 2013 for two years from their initial hire date, or when they

qualified for CalPERS membership. ARP is administered by the Savings Plus Program (SPP) with the Department of Human Resources and invests funds in a fixed-income fund. During the first two years, contributions equaling 8% or 10% (depending on bargaining unit) of salary, minus a \$513 exemption, are automatically deducted from pretax earnings and deposited in a 401(a) account with the SPP. The employer does not make a contribution during this time. After two years, the employee's deduction starts being forwarded to CalPERS and employer contributions are started. After 48 months of state service, the employee can transfer their ARP account to CalPERS and receive retirement credits for the first two years of service. Alternately, the employee can leave the funds with the SPP as a 401 (k) if the employee does not wish to receive retirement credits for their first two years of service. For 2013 and 2012, 21 and 30 employees, respectively, were part of ARP.

Part-Time, Seasonal, Temporary Retirement Plan

Temporary, 119-day, employees of the DAA participate in the Part-Time, Seasonal, Temporary (PST) Retirement Plan. The PST Retirement Plan is a mandatory retirement savings program authorized by federal law for employees who are not covered by a retirement system under which 7.5% of the employee's gross salary is deducted before taxes are calculated. These pre-tax dollars are placed in a guaranteed savings program. The employee has the option of leaving these funds on deposit upon separation, or requesting a refund. If the temporary employee works over 1,000 in a fiscal year (July 1 – June 30), PST deduction is stopped and PERS or ARP deduction started.

NOTE 7

RECLASSIFICATION

Certain prior-year balances have been reclassified to conform to current year presentation. This reclassification did not have an effect on net income.

**32ND DISTRICT AGRICULTURAL ASSOCIATION
OC FAIR & EVENT CENTER
COSTA MESA, CALIFORNIA**

REPORT DISTRIBUTION

<u>Number</u>	<u>Recipient</u>
1	Chair, 32nd DAA Board of Directors
1	Chief Executive Officer, 32nd DAA
1	Director, Division of Fairs and Expositions
1	General Counsel, CDFA Legal Office
1	Chief, CDFA Audit Office

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE
AUDIT OFFICE



32ND DISTRICT AGRICULTURAL ASSOCIATION
OC FAIR & EVENT CENTER
COSTA MESA, CALIFORNIA

MANAGEMENT REPORT #14-014
YEAR ENDED DECEMBER 31, 2013

32ND DISTRICT AGRICULTURAL ASSOCIATION
OC FAIR & EVENT CENTER
COSTA MESA, CALIFORNIA

MANAGEMENT REPORT
YEAR ENDED DECEMBER 31, 2013

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MANAGEMENT REPORT NUMBER

#14-014

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CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE
Karen Ross, Secretary

Mr. Stan Tkaczyk, Chair
Board of Directors
32nd DAA, OC Fair & Event Center
88 Fair Drive
Costa Mesa, California 92626

In planning and performing our audit of the financial statements of the 32nd District Agricultural Association (DAA), OC Fair & Event Center, Costa Mesa, California, for the year ended December 31, 2013, we considered its internal control structure in order to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on the internal control structure. However, we noted certain matters involving the internal control structure and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control structure that, in our judgment, could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

In addition, this Management Report includes: (1) matters other than those related to the internal control structure which came to our attention that could, in our judgment, either individually or in the aggregate, have a significant effect on the entity's financial reporting process (e.g., accounting errors, significant audit adjustments, etc.), and (2) areas of non-compliance by the OC Fair & Event Center with respect to State laws and regulations, with the Accounting Procedures Manual, and with established policies and procedures.

In accordance with Government Code Section 13402, Fair managers and Board of Directors are responsible for the establishment and maintenance of a system or systems of internal accounting and administrative control within their agencies. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions.

The size of the 32nd DAA's administrative staffing should be considered by the Board of Directors when determining the extent that the Board becomes involved in operations to adequately safeguard the 32nd DAA's assets. The system of internal control should provide the Board of Directors and management reasonable, but not absolute, assurance that: (1) only authorized transactions are executed; (2) transactions are properly recorded in the accounting



records; and (3) material errors and irregularities that may occur, will be detected by the 32nd DAA in a timely manner during the normal course of operations. In this regard, it is particularly important that the Board review and approve significant transactions and critically review monthly financial information. The 32nd DAA's staffing was one factor considered in determining the nature, timing, and extent of the tests to be performed on the 32nd DAA's accounting procedures, records, and substantiating documents.

During our audit of the internal control structure of the 32nd DAA and compliance with state laws and regulations, we identified an area with a reportable condition that was considered a weakness in the Fair's operations: accounting for fixed assets. We have provided one recommendation to improve the operations of the Fair. The Fair must respond in writing on how this recommendation will be implemented.

We also identified an additional area containing a non-reportable condition. This condition and accompanying recommendation is not considered a significant weakness. We have included this item solely for the benefit of the 32nd DAA's management. We suggest the Fair implement the recommendation as soon as practicable. The Fair, however, is not required to provide written responses to the recommendations for non-reportable conditions.

REPORTABLE CONDITION**ACCOUNTING FOR FIXED ASSETS**

The Fair understated their depreciation expense and accumulated depreciation by \$36,637 for Buildings and Improvements, Account #192, and Buildings and Improvements – Accumulated Depreciation, Account #192.1. This error occurred as a result of the Fair using the incorrect depreciation rate during the year. In addition, Equipment – Accumulated Depreciation, Account #193.1 was overstated by \$1,566 for the same reason.

Recommendation

- 1. The Fair should make the necessary correcting journal entries to ensure its fixed asset amounts are fairly stated in the accounting records.*

NON-REPORTABLE CONDITION

EXCESSIVE COMPENSATED LEAVE BALANCES

The Fair allowed three employees to exceed the maximum leave accrual of 640 hours for vacation or annual leave. These employees had leave balances ranging from 642 to 709 hours at year-end. The Department of Personnel Administration (DPA) limits the number of vacation/annual leave hours permanent employees may carry over to the following calendar year to a maximum of 640.

Recommendation

The Fair should ensure permanent employees do not accrue leave hours in excess of the limitations set by DPA. Employees with excess leave should be encouraged to take time off, thereby reducing their accumulated leave balances.

OC FAIR & EVENT CENTER'S RESPONSE



August 25, 2014

Ron Shackelford
Chief, Audit Office
CDFA Audit Office
1220 N Street, Room 344
Sacramento, CA 95814

Dear Ron,

Management staff, the CEO, and the Board Chair have reviewed the District's 2013 preliminary draft financial and management reports (#14-014). The following response and plan has been prepared in the reply to the one reportable condition.

Chair Tkaczyk and I have reviewed the response presented by management and feel that it is a practical and workable plan to answer the recommendations in the management report. We look forward to reviewing the final report, which pursuant to our standard procedures, will be presented to the Board of Directors for its acceptance.

Sincerely,

Stan Tkaczyk
Chair, Board of Directors

Doug Lofstrom
CEO

cc: Division of Fairs & Expositions

32nd District Agricultural Association
OC Fair & Event Center
2013 Management Report – Responses to Reportable Conditions

The following response and plan has been prepared in reply to the reportable conditions and recommendations included in the management report.

Management Report Recommendations

ACCOUNTING FOR FIXED ASSETS

Recommendation

1. *The Fair should make the necessary correcting journal entries to ensure its fixed asset amounts are fairly stated in the accounting records.*

Response

1. *The OC Fair has made the correcting entries for the items noted. To address this issue going forward, the Fair will institute a year-end reconciliation and review process of all capitalized fixed assets to ensure all purchases are accounted for and proper methods of depreciation are applied.*

DISPOSITION OF AUDIT RESULTS

The findings in this management report are based on fieldwork that my staff performed between April 7, 2014 and April 25, 2014. My staff met with management on May 27, 2014 to discuss the findings, recommendations, as well as other issues.

This report is intended for the information of the Board of Directors, management, and the Division of Fairs and Expositions. However, this report is a matter of public record and its distribution is not limited.



Ron Shackelford, CPA
Chief, Audit Office

April 25, 2014

REPORT DISTRIBUTION

<u>Number</u>	<u>Recipient</u>
1	Board Chair, 32nd DAA Board of Directors
1	Chief Executive Officer, 32nd DAA
1	Director, Division of Fairs and Expositions
1	General Counsel, CDFA Legal Office
1	Chief, CDFA Audit Office