

9th District Agricultural Association / Redwood Acres Fair

3750 Harris Street
Eureka, CA 95503
(707) 445-3037

Website: <https://www.redwoodacres.com/>

Email: Redwoodacres1@gmail.com

BOARD MEETING NOTICE

The 9th DAA Board of Directors will be holding a regular monthly fair Board meeting on August 27, 2020, at 6:00 p.m.

Teleconference: (866)784-9947

Passcode: 4699900

BOARD OF DIRECTORS

Mandi Kindred (President), Scott Downie (Vice President), Meredith Biasca, Bob Borck, Connie Stewart, Keith Hamm

STAFF

Ben Brown, CEO

PUBLIC PARTICIPATION

Members of the public are encouraged to provide comments to the Board and may suggest items to be placed on the agenda for discussion at the next Board meeting.

While the Board values the participation of the public, the Board president reserves the right to limit the time for public comment to a maximum of five (5) minutes per speaker in order to proceed with the agenda. Public comment must be related to fair authority and jurisdiction and their placement on the agenda is within the discretion of the Board.

All meeting notices, agendas and materials considered by the Board during the meeting will be available to the public during the meeting and also on the Board's website at

<https://www.redwoodacres.com/>.

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BOARD MEETING AGENDA

August 27, 2020

All matters noticed on this agenda may be considered for action. Items listed on the agenda may be considered in any order at the discretion of the Board President. Any item not so noticed will not be considered or discussed.

- A. CALL TO ORDER: President Kindred
- B. ROLL CALL OF DIRECTORS
- C. INTRODUCTION OF GUESTS AND STAFF
- D. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

In accordance with state law, the Board will not comment or otherwise consider Public Comment matters until and unless such items have been properly noticed for a future meeting.

- E. REVIEW AND APPROVE JULY MINUTES
- F. REVIEW AND APPROVE JULY FINANCIALS
- G. COMMITTEE REPORTS
 - a. Finance
 - b. Grants
 - c. Facility
- H. NEW BUSINESS
 - a. COVID 19 updates
 - b. Emergency Use of the Fairgrounds related to COVID 19
 - c. Multi-Year Lease Template
- I. MANAGER'S REPORT
- J. REQUEST FOR AGENDA ITEMS
- K. ADJOURNMENT

AMERICANS WITH DISABILITIES ACT

Any person needing a disability-related accommodation or modification in order to attend this Board meeting may request assistance by contacting Ben Brown at the Redwood Acres Fairgrounds, 3750 Harris Street, Eureka, California or by calling (707)382-7413.

NINTH DISTRICT AGRICULTURAL ASSOCIATION REDWOOD ACRES
BOARD MEETING MINUTES JULY 23, 2020
TELECONFERENCE

1. Call to Order:

The teleconference meeting was called to order by Director Kindred, Thurs, July 23rd, 2020 @ 6:04 p.m.

2. Attendance:

Present: Director Hamm, Director Biasca, Director Borck, Director Stewart. CEO: Ben Brown; Sarah Pelle CDFA representative

Absent: Director Downey, **Public in Attendance:** Mary Jo Gonzalez,

3. Public Comment on Items Not on the Agenda

a. None

4. REVIEW AND APPROVE JUNE MINUTES:

Motion to approve June minutes by Director Stewart, 2nd by Director Hamm

	Director Kindred	Director Hamm	Director Biasca	Director Borck	Director Stewart
Aye	x	x	x	x	x
Nay					

Motion passes

5. REVIEW AND APPROVE JUNE FINANCIALS:

Motion to approve June minutes by Director Hamm, 2nd by Director Borck

	Director Kindred	Director Hamm	Director Biasca	Director Borck	Director Stewart
Aye	x	x	x	x	x
Nay					

Motion Passes

6. COMMITTEE REPORTS

a. Finance:

- i. 9.23% reduction in CEO's pay, 4.5% for Gary and Rich, furloughed 2 days a month. CEO total pay cut is 30% cut, Gary taking Fridays off to work down personnel leave, Rich taking 2 additional days off a month, Katelyn working around 24 hours a week.
- ii. Personal Paycheck Protection was awarded to us for \$88k, this loan should be converted into a grant, which won't require repayment.

- iii. 3 loans with F&E and CFSA equalling around \$100k deferred until 2021.
 - iv. Negotiations with County of Humboldt for funding in connection to testing site is ongoing, not yet resolved.
 - v. October is when the federal budget is released, we'll know if there is funding for California in regards to their request of \$54bil, which includes funding for fairgrounds. By then we should have a better sense of whether events will be allowed in 2021 and when the two venues will be vacated. If we go through another year without venue and event revenue and no new source of revenue, we'll need to slash payroll by half.
- b. Grants**
- i. Cold storage is a topic of conversation in the community with a strong demand. Director Stewart is part of the conversation.
- c. Facility:**
- i. A driver fell asleep behind the wheel and ran into the fence along Harris St on 7/23, taking out about 170', should be covered by insurance.

7. NEW BUSINESS

- a. COVID 19 Updates: Humboldt cases continue, expecting surge in fall/winter
- b. Emergency Use of the Fairgrounds related to COVID 19: No patients in Alternative Care Site, testing continues.
- c. Redwood Acres Raceway Update:
 - i. RAR: sound engineer recommends adding sound deadening materials in back of the grandstand, which will occur before the next race. Unable to stream decibel meter readings on their website, though RAR tests each car and has it going every race, if a car is in violation, they are not allowed to race. Racing community is very grateful to RAF for hosting the last race and has been petitioning local government representatives on our behalf. They are very supportive of RAF.
 - ii. Race brought in \$1,500, anticipating another race on 8/1. RAR has contributed approximately \$5k between practices and race to RAF.

8. OLD BUSINESS

- a. RV Policy Exemptions:
 - i. Temporary workers need to provide to RAF a letter from their superiors on letterhead the length of the job they're working on and a short piece on the employee's length of employment with the

company and any other notable examples. Existing tenants that have requested an exemption to stay longer will need to provide quarterly updates.

- ii. RV Policy Exemptions: The DAA board of directors may approve exceptions to the policy on a case by case basis.

RV Policy Exemptions: The DAA board of directors may approve exceptions to the policy on a case by case basis. Motion to approve made by Director Stewart, 2nd by Director Borck

	Director Kindred	Director Hamm	Director Biasca	Director Borck	Director Stewart
Aye	x	x	x	x	x
Nay					

Motion Passes

- b. RAF Businesses Requesting a Delay or Cancellation of Rent Increases
 - i. Request denied, rent increases as originally formulated will move forward.

9. MANAGER’S REPORT

- a. Multi year lease template still being worked on, it will be sent to the Board for review.

Motion made: Multi-year leases will have 3% annual rent increase, motion made by Director Stewart, 2nd by Director Borck

	Director Kindred	Director Hamm	Director Biasca	Director Borck	Director Stewart
Aye	x	x	x	x	x
Nay					

10. REQUEST FOR AGENDA ITEMS

- a. None

11. ADJOURNMENT

Motion made to adjourn the meeting made by Director Biasca, Seconded by Director Stewart

	Director Kindred	Director Hamm	Director Biasca	Director Borck	Director Stewart
Aye	x	x	x	x	x

Nay					
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Motion passes

Next teleconference Board meeting scheduled for 8/27 at 6 pm

Meeting adjourned at 6:32 pm

9th District DAA / Redwood Acres								
Financial Status								
Completed 8/15/20								
TOTAL AVAILABLE CASH AND PROJECTED CASH								
Bank Balances as of 8/15/20:				Savings Account	\$88,860			
Operating Account	\$102,070.70			Total Compensated Leave Liability				
Payroll Account	\$0.00			Total Compensated Leave Liability Cash Deficit				
LAIF Account	\$0.00							
Total Available Cash	\$102,070.70			FY 20/21 F&E Allocation (to be received)	\$0.00			
Obligated Funds:								
Compensated Leave Liability, date								
Accrued Compensated Liability Leave, date estimate								
Total Compensated Leave Liability								
Income to be Received by 8/31/20 (Accounts Receivable):								
Anticipated Revenue Through August	\$0.00							3.64
EXPENSES								
Short-term debt obligations			Payroll & Benefits					
Date	Principal	Current Outstanding			Monthly Expense			
		\$2,901.33		Payroll	\$10,500.00			
				CalPers	\$5,300.00			
Long-term debt obligations				EDD	\$220.00			
Date	Principal	Current Outstanding		IRS	\$3,000.00			
	\$408,846.56	\$0.00		Benefits (Delta)	\$220.00			
Total Expense Summary:				Monthly Payroll expense total	\$19,240.00			
Bi-Weekly Payroll & Benefits		Current						
		\$9,620.00						
Outstanding Checks		\$2,901.33						
Grand Total of All Expenses Through 8/31/20		\$12,521.33						
PROJECTED OVER/UNDER								
Projected Cash Over/Under as of 8/15/20								
Bank Accounts	\$102,070.70							
Savings Accounts	\$88,860							
Total Projected Cash	\$190,930.70							
Grand Total of All Expenses	\$12,521.33							
Projected over/under	\$178,409.37							

MULTI YEAR RENTAL AGREEMENT

AGREEMENT NO. _____

DATE _____

THIS RENTAL AGREEMENT ("Agreement") is by and between the 9th District Agricultural Association, ("Association"), commonly known as the Redwood Acres Fairgrounds ("Fairgrounds"), and RENTER NAME HERE ("Renter"). Association and Renter may be collectively referred to as the "Parties."

1. Association hereby grants to the Renter the right to occupy the space(s) known as LOCATION, as depicted in Exhibit A, located on the Fairgrounds at 3750 Harris Street, Eureka, CA 95503 ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.

Renter and its employees or invitees have the right to use the two (2) parking spaces located adjacent to the Premises and as depicted in Exhibit A. The installation of any signage identifying Renter's spaces shall be preapproved, in writing, by the Association. Additional parking spaces are available for \$25.00 per month for each space and shall be approved by the Association, in writing. Renter may continue regular hours of operation during Association's annual fair; provided however, parking spaces shall be subject to black-out dates during fair, not to exceed four days. The Association shall provide notice of the annual parking black-out dates to Renter no later than the first of May.

2. The term of this Agreement begins on June 1, 2020 and ends on January 1, 2021. Renter shall guarantee the payment of any damage to Association property, removal of all personal property and the leaving of the Premises in a clean, rent-ready condition, excepting reasonable wear and tear.
3. The purposes of occupancy shall be limited to operating Humboldt Cider Company and shall be for no other purpose whatsoever.
4. Renter shall pay Association the amount of \$ AMOUNT HERE, which is due the first day of each month. Payments should be made by credit card and submitted by mail, via the mail drop box located outside of the administration office, or in person to the Fairgrounds administration office, open Monday through Friday, 9:00 AM-4:00 PM.

The rental amount is subject to an annual increase of 3% beginning on January 1 of each year.

Upon execution of this Agreement, Renter shall pay the Association a deposit in the amount of \$ EQUALS ONE MONTH OF RENT. The Association may retain from the deposit any amount necessary to remedy Renter defaults in the payment of rent, utility or pest control fees, repair of damage to the Premises caused by Renter, or to clean the Premises upon Renter move-out if not left in a condition suitable for rental. Upon expiration or termination of this Agreement, Renter and Association shall schedule a walk-through inspection of the Premises after Renter has removed its personal property. The deposit amount or balance, if any, and an itemized list of any deductions shall be returned to Renter no later than thirty (30) days.

5. The Premises is metered for water and electricity by the respective utility providers. Association will invoice Renter monthly for its water and electricity charges and fees and Renter shall submit payment to the Association within ten (10) days of the invoice date. Renter shall pay to the Association \$35.00 for monthly pest control, which will be included in its monthly utility invoice.
6. Renter acknowledges that the Association's Fairgrounds may be required at any time, with limited advance notice, for the purpose of responding to an emergency declared by local, state, and/or federal governments. Association shall not be liable for any interference of Renter's use or possession of the Premises or loss to or

expenses incurred by the Renter or its subcontractors or patrons that may result from such emergency use of the Premises.

7. Association shall have the right to audit and monitor any and all sales as well as access to the premises.
8. Renter shall 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 damage, injury or loss to any person or persons, including all persons to whom the Renter may be liable under any worker's compensation law and Renter him/herself 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.
9. Renter further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Renter or its employees.
10. No Renter will be allowed to open until all the preliminary requirements herein set forth have been complied with.
11. Renter will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Association within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
12. It is acknowledged that Renter is the current occupant of the Premises and that at time of initial occupancy, the Premises was considered to be in good condition. Renter shall maintain Premises in compliance with all health, safety, and sanitation laws, ordinances, and regulations of the State, Federal, and local authorities. Repairs and maintenance of the Premises shall be at the sole cost and expense of Renter. "Repairs and maintenance" shall be defined as routine activities that are necessary for the Premises to operate in a safe condition fit for the purpose of remaining open to the public.
13. All temporary tents or enclosures erected by Renter shall have the prior written approval of Association and local fire suppression authorities. Renter shall not affix any fixtures to the Premises without the written preapproval of the Association and if the removal of the fixture may be effected without injury to the Premises.
14. No capital improvements shall be constructed by Renter unless pre-approved by the California Department of General Services and under a separate, written agreement, signed by the Parties. "Capital improvements" shall be defined as any installation of new and permanent improvements or facilities and/or replacement or reconstruction of existing improvements and facilities, which are above and beyond ordinary repairs and maintenance, and that enhance the value, quality, capacity, and/or strength of the Premises.
15. Upon request, Renter must furnish to Association receipts for license fees, tax deposits, insurance, and other documentation that evidences compliance with this Agreement and applicable federal, state and local laws.
16. Association will furnish necessary janitor service for all streets, roads, walkways used by the general public. Renter must, at its own expense, keep the Premises and adjacent areas properly maintained and clean and is responsible for janitorial and waste service for the Premises. Trash must not be swept into the streets, roads, walkways or any other public areas.

17. All sound-producing or amplification devices or equipment used by Renter within the Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to Association, other renters or the public. The decision as to any such sound-producing device shall be solely within the discretion of the Association. Sound equipment may be installed in the interior or exterior of the Premises only by first obtaining written permission from Association.
18. Renter is entirely responsible for the Premises and agrees to reimburse Association for any damage caused by Renter or its invitees to the Association's real or personal property, reasonable wear and tear and damage from causes beyond Renter's control excepted.
19. No Renter will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Association authorizes Renter in writing and unless Renter holds a lawful license authorizing such sales on the Premises.
20. All safety orders of the Division of Industrial Safety, Department of Industrial relations must be strictly observed.
21. AB 1499 Provision:
 - a. Lessee shall provide to all non-management employees the working conditions, or greater, outlined in Required Working Conditions Policy. Failure to provide the working conditions shall be considered a material breach.
 - b. Lessee acknowledges that the [Fair] is a state institution under the oversight of the California Department of Food and Agriculture (CDFA) which conducts periodic audits for the purpose of ensuring compliance with state law and policy. Upon written request and with reasonable notice, Lessee shall make records available to the CDFA Audit Office for examination in order to confirm compliance with the required work conditions policy. Records may include but are not limited to, payroll and time keeping records of non-management employees."
 - c. Lessee shall notify [Fair] within 15 business days of receiving notice of any complaint made by a non-management employee or finding of a violation by a labor or personnel authority, based on the working conditions outlined in Required Working Conditions Policy.
 - d. Upon a finding that Lessee failed to comply with the required work conditions, Lessee shall provide [Fair] with written assurance within thirty (30) days of the finding that the breach will be cured before the [Fair] may terminate this lease as provided herein.
22. Failure of Association to insist in any one or more instances upon the observance and/or performance of any of the terms and conditions of this Agreement shall not constitute a waiver of any subsequent breach of any such term and condition.
23. This Agreement shall be subject to termination by either Party at any time by giving the other party notice in writing at least 30 days prior to the date when such termination shall become effective. Such termination shall relieve the Association of any further performances of the terms of this agreement.
24. Renter shall remove all personal property from the Premises upon expiration or termination of this Agreement. Renter agrees that failure to remove all personal property from the Premises by the expiration or termination date shall result in storage fees charged to the Renter for storage fees until the property is claimed.

25. Any holding over after the expiration or termination of this Agreement, even if with the consent of the Association, expressed or implied, shall be deemed to be a tenancy only from month-to-month. During hold over, the rental rate shall, at the option of the Association, be adjusted, with 30 days' written notice to Renter, to be consistent with the most current fair market rental value for the Premises, payable on a monthly basis in advance. Absent a market rate increase notice, hold over rent shall automatically increase at a rate of five percent (5%) annually. Said month-to-month tenancy shall be otherwise subject to all the terms and conditions of this Agreement insofar as applicable.
26. The Association shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Association shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Renter.
27. Renter recognizes and understands that this rental may create a possessory interest subject to property taxation and that Renter may be subject to the payment of property taxes levied on such interest.
28. The Parties hereto agree that Renter, and any agents and employees of Renter, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Association.
29. Time is of the essence of each and all the provisions of this agreement, and the provisions of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
30. It is mutually agreed that this Agreement or the privileges granted herein, or any part thereof, cannot be assigned or otherwise transferred without the written consent of Association. Subleasing of the Premises is prohibited.
31. 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 understandings 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.
32. Renter shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

Map of Fairgrounds Depicting Premises

Exhibit A

California Fair Services Authority Insurance Requirements

Exhibit B

33. This Agreement is not binding upon Association until it has been signed by its authorized representative.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date shown below. The signatories represent and warrant that they were duly authorized by their respective governing bodies to execute this Agreement and the Parties hereby agree to all the terms and conditions set forth in this Agreement.

BUSINESS NAME HERE
3750 Harris Street
Eureka, CA 95503

Signature

BUSINESS OWNER NAME HERE

Date

9th District Agricultural Association
Redwood Acres Fair
3750 Harris Street
Eureka, CA 95503
(707) 445-3037
redwoodacres1@gmail.com

Signature

Benjamin Brown, CEO

Date