REGULAR NOTICE OF BOARD MEETING

20th DISTRICT AGRICULTURAL ASSOCIATION Gold Country Fairgrounds and Event Center 1273 High Street, Auburn, California 95603 530-823-4533

MEETING DATE & LOCATION

Thursday, September 28, 2023, @ 6:00 PM
Auburn Host Lions Building
1273 High Street, Auburn, CA 95603
Notice and Agenda available on the internet at www.goldcountryfair.com

Meeting Location:

Auburn Host Lions Building – 1273 High Street Auburn, CA 95603

PUBLIC COMMENT

Any member of the public wishing to address the Board on any matter listed on this agenda has a right to do so and will be afforded such opportunity when the Board is considering that agenda item. In addition, if a member of the public wishes to address the Board on a matter not listed on the agenda, you will be given such opportunity during the Public Comment item on the agenda. The Board President has the right to limit the time for public comment to a maximum of three (3) minutes or less to proceed with the agenda of the day and/or to place the item on the agenda (as an action item) of a subsequent meeting. Total time allotted for public comment is fifteen (15) minutes maximum.

AMERICANS WITH DISABILITIES ACT

All Board meetings must be accessible to the physically disabled. Any person needing a disability-related accommodation or modification in order to attend or participate in any Board or Committee meetings, or other Gold Country Fair activities may request assistance by contacting Sonia Del Toro at Gold Country Fair Office.

AGENDA

I. CALL TO ORDER:

A. 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 President.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF BOARD MEMBERS

IV. PUBLIC COMMENT:

A. Since items under Public Comment are not listed and publicly noticed on the agenda, please be advised that the Board cannot discuss or take any action at this meeting.

V. CONSENT CALENDAR:

- A. Approval of Meeting Minutes as written:
 - 1. Board Meeting Minutes dated July 20, 2023
- B. Approval of Expenditures, Home Depot, Cal Card
 - 1. See Checks and Payments Report
- C. Approval of Monthly Financials
- D. Approval of the following Agreements
 - 1. F-31 Interim Rental Agreements: 23-77, 23-80, 23-82, 23-83, 23-84
 - 2. Standard Contracts: 23-26, 23-30 23-33, 23-36 -23-48, 23-56, 23-59, 23-61, 23-63 23-65
 - 3. Fair time Commercial Vendor Contracts: C29, C19, C13, C24, C9, C1, C5, C8, C34, C41, C17, C2, C44, C45, C12, C50
 - 4. Fair time Concession Vendor Contracts: F17, F5, F2, F22, F8, F1, F21, F15, F16
- E. Excusal of Director Absences: Director Macon

VI. HERITAGE FOUNDATION:

A. Update

VII. COMMITTEE AND STAFF REPORTS:

- A. CEO Report:
 - Director Macon Celebration of Life
 - 2. 2023 Fair Preliminary Results
 - a. Naming Rights
 - 3. Knights of Columbus Parking
- B. Committee Assignments:
 - 1. Executive Committee
 - 2. Exhibits Committee
 - Policy Committee

VIII. CORRESPONDENCE:

- A. Items provided via email to Directors with copies available at the meeting.
 - 1. PMIA/LAIF Performance Report
 - 2. D2023-02 Sponsoring Agreement Reviews Signed
 - 3. Banned States Update 8.17

- 4. D2023-04 vacation/Annual Leave Reduction Plans for the CEO and State Employees
- 5. Management Memo 23-02 DGS Memo
- 6. Upcoming Interim Events

IX. FINANCIALS:

A. Finance Committee to discuss monthly finance report

X. OLD BUSINESS:

A. None to Consider

XI. NEW BUSINESS:

- A. California Construction Authority
- B. Old Town Pizza Financial Request Presented by Dawn Cederlund
- C. Delegation of Authority Committee Creation

XII. RECOGNITION OR CELEBRATION:

A. None to Consider

XIII. MATTERS OF INFORMATION:

- A. CEO Comments
- B. Director/Staff Comments
- C. Board Meeting Dates:
 - 1. Thursday, October 26, 2023
 - 2. Thursday, November TBD
- D. Upcoming Key Activities
- XIV. CLOSED SESSION: The Board of Directors of the 20th DAA is permitted to meet in closed session to discuss the following: Personnel Matters- Government Code 11126(a) and Pending Litigation- Government Code 11126€1.

XV. ADJOURNMENT

The Board of Directors may or may not act on all items appearing on this agenda. Further information regarding this regularly scheduled meeting of the Board of Directors for the 20th District Agricultural Association may be obtained by contacting the Chief Executive Officer at 1273 High Street, Auburn, CA 95603, telephone 530-823-4533.

Date of Notice September 18, 2023

MINUTES OF REGULAR BOARD MEETING

20th DISTRICT AGRICULTURAL ASSOCIATION Gold Country Fairgrounds and Event Center 1273 High Street, Auburn, California 95603 530-823-4533

MEETING DATE & LOCATION

Thursday, July 20, 2023 @ 6:00 pm
Auburn Host Lions Building
1273 High Street, Auburn, CA 95603
Notice and Agenda available on the internet at www.goldcountryfair.com

TELECONFERENCE MEETING

Boards may meet by teleconference. (§11123) For the purposes of the Act, 'teleconference' means a meeting of a state body, the members of which are at different locations, connected by electronic means, through either audio or both audio and video. (§11123(b) (2)) This would include telephone conference calls, webinars, webcasts, and Skype.

Meeting Location:

Auburn Host Lions Building- 1273 High Street Auburn, CA 95603

PUBLIC COMMENT

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All Board meetings must be accessible to the physically disabled. Any person needing a disability-related accommodation or modification to attend or participate in any Board or Committee meetings, or other Gold Country Fair activities may request assistance by contacting Sonia Del Toro at Gold Country Fair Office.

AGENDA

I. CALL TO ORDER: President Sands

A. 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 President.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL OF BOARD MEMBERS

Directors Present: President Sands, Director Johnson, Director Carson, Director Parnell,

Director Ebbert

Directors Excused: Director Macon Directors Absent: Director Durand

A. Director Carson moves to excuse Director Macon's absence due to medical leave and to not excuse Director Durand's absence. Director Johnson 2nd the motion.

President Sands asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Mike Carson	Х		
Julia Durand (absent)			
Dave Ebbert	Х		
Peg Johnson	Х		
Samia Z. Macon, DVM (excused)			
Luke Parnell	Х		
Tim Sands	Х		

B. Motion passes.

IV. PUBLIC COMMENT:

- A. Director Carson asks if there is a reason why access is not closed in front of Old Town Pizza and between the Placer and Sierra Buildings and states that it should be closed.
 - 1. President Sands confirms that the matter will be discussed further along in the agenda.

V. CONSENT CALENDAR:

- A. President Sands asks if the board if they have any discussion or questions regarding the Consent Calendar.
- B. Director Johnson moves to approve the proposed Consent Calendar. Director Ebbert 2nd the motion.

President Sands asks all who are in favor:

Board Member	Approved	Not Approved	Abstain
	(Yes Vote)	(No Vote)	

Mike Carson	Х	
Julia Durand (absent)		
Dave Ebbert	X	
Peg Johnson	Х	
Samia Z. Macon, DVM (excused)		
Luke Parnell		Х
Tim Sands	Х	

A. Motion passes.

VI. HERITAGE FOUNDATION:

- A. Steve Tuggle, President of the Gold Country Fair Heritage Foundation, reports two scholarship applications have been received and are under review. Steve says that there are two agreements in coordination with the Gold Country Fair that are not yet finalized and feels as though the Foundation's position is still up in the air, as the fair approaches.
 - Director Ebbert asks Steve to further elaborate.
- B. Steve states that some statements were made that the Foundation may or may not be allowed to render the bar service for the upcoming fair. Steve adds that several meetings took place, and a contract was presented with significant terms and conditions that were consistent with a concession vendor's contract and stipulations pertaining to an audit and others that don't pertain to the relationship that exists between the Foundation and the Gold Country Fair. Steve adds that suggestions were made but still have not come to an agreement.
 - 1. Director Johnson states that she has several volunteers and asks Steve who they should reach out to.
 - a. Steve replies that he is the point of contact for volunteers. Steve adds that the Foundation is planning to promote it in the Auburn Journal, Chamber of Commerce and in social media.
- C. CEO Ales responds to several points on Steve's and states that he received the agreement suggestion while away at an approved vacation and has since sent a response and a request to meet again and has yet to hear back. CEO Ales adds that the agreement for the bar is the same as last year with the exception of the information regarding the audit. CEO Ales mentions that audit procedure for the bar services will be further explained in the next scheduled meeting with the Foundation and is relatively simple and explained that the fair would cover the cost of the audit. CEO Ales adds that Donaghey Sales, which is the beverage company in consideration of an agreement/sponsorship, has not yet been finalized and that he has been keeping Steve appraised of. CEO Ales mentions that the previous beverage sponsor, Markstein Beverage Company, was bought out by Donaghey Sales, and seeking a new agreement/sponsorship has taken more time than usual.
- D. CEO Ales mentions that at the previous Foundation board meeting, there was discussion regarding the proposed 2023 budget and asks if the Foundation budget has yet to be finalized and approved, as it is now July.
- E. Steve states that he and his group feel uneasy about not having any secured contracts this close to fair. Steve adds that Foundation has declined the audit referenced by CEO

Ales and adds that the MOU states that a financial accounting report can be requested and provided within 30 days after the event, in which will be the roadmap they'd prefer to follow.

- 1. CEO Ales asks Steve if there is a particular reason that the Foundation is against an audit.
- F. Director Parnell asks CEO Ales what the projected timeline to have the bar agreements worked out.
 - 1. CEO Ales replies that the agreements will be negotiated prior to the fair and hopes to have it completed by the following week.
- G. Jack Haugen, Vice President of the Gold Country Fair Heritage Foundation, states that mission of the Foundation has not changed, and giving tips away to service groups who worked the bars at the fair, was something that the Foundation has practiced in the previous year. Jack adds that the Foundation feels as though they are still up in the air because they received suggestions about parting ways if an agreement couldn't be made. Jack concludes by stating that the Foundation is committed to working out an agreement.
- H. Director Carson asks President Sands and Director Johnson why consideration of another service group was first brought up in conversation.
 - 1. President Sands responds that the bar agreements were previously sent out for bids through a 'Request for Proposal' process to ensure that all service groups were getting a fair shot at participating in the fair.
 - 2. Jack mentions that is why the Foundation was created, to avoid that because they would be investing the money back into the fairgrounds.
- I. Director Carson asks why the entire board was not involved in the conversation regarding the Foundation and other service groups.
- J. CEO Ales states that the initial reason why this conversation began with the Foundation was because the organizations chosen by the Foundation board were specific organizations that were hand-picked. CEO Ales adds, as a result of that, other organizations began questioning their opportunity to participate.
- K. Director Parnell states that it was very strictly stated that the fairgrounds could not exercise influence over the Foundation, as they are an independent organization.
 - 1. CEO Ales confirms that he is not exercising influence, rather protecting the allocation of public funds as the Foundation would enter a binding agreement with the fairgrounds that would involve proceeds/monies of the fairgrounds.
- L. Brandi Gragg, California Department of Food and Agriculture Legal Representative, states that she has not reviewed the specifics of the MOU document presented, between the Foundation and the fairgrounds and cannot address the matter at the moment. Brandi mentions that fair foundations' mission statements are typically designed to raise funds for the DAA. Brandi adds that if the foundation is using a DAA event to raise funds with permission and purpose in sourcing funds back into the DAA, those would be considered public funds. Brandi says while she is not familiar with the backstory here, she could see a potential conflict of interest or a problem with the Foundation picking certain non-profits to make donations to and not opening the offer to everyone. Brandi restates that she has not yet fully reviewed the specifics of the MOU can not yet determine if it is a true problem, or not.
- M. President Sands advises CEO Ales and Steve to meet soon to come to an agreement to get through the upcoming fair.
- N. Bryan Rodrigues, Foundation Director, states that all of the decisions made by the Foundation have been in the best interest of the community.

VII. COMMITTEE REPORTS:

- A. CEO Report:
 - 1. Swine Barn Progress
 - a. Electrical
 - b. Plumbing
 - c. Shade Cloth
 - a. CEO Ales reports that the barn is approximately 95% completed and is certain that the project will be completed in time for fair.
 - 2. Fairgrounds and Community Resilience Centers
 - a. CEO Ales announces that an application for a grant has been submitted. CEO Ales says that the grant will focus on the renovation of the Armory Building.
 - b. Placer Building HVAC Progress
 - a. CEO Ales informs the board that the California Construction Authority has assessed the scope of work for the Placer Building and is awaiting a start date for the project. CEO Ales confirms that the project will not be completed before the upcoming fair.
 - 3. CFSA Risk Management Assessment
 - a. CEO Ales reports that Lesly Wade of California Fair Services Authority conducted the annual Risk Assessment and has provided the report in full.
 - 4. Vehicle Access Update
 - a. CEO Ales informs the board that CCA will be conducting an assessment with a verified consultant to further advise about the parking inside the fairgrounds.
 - a. Director Carson asks if there is a reason why the fairgrounds can't implement what the board previously approved regarding parking inside the fairgrounds.
 - b. Brandi clarifies that CCA has program managers and not necessarily inspectors and unless they are told or alerted about a potential project, they do not just conduct inspections. Brandi adds that CCA should be involved with any changes to parking, roadways, and any permanent structures on the fairgrounds.
 - 5. August Board Meeting Date
 - a. President Sands announces that the next scheduled meeting lands on the same date as an All-Grounds event and the date needs to be changes. President Sands recommends pushing back the meeting date by one week to occur on Thursday, August 31st.
 - a. Sonia Del Toro, Fairgrounds employee, informs the board that the Auburn Host Lions Building may be occupied to due the Gold Country Fair production, however the clubhouse will be available.
- B. Committee Assignments
 - 1. Executive Committee
 - a. President Sands reports that the committee discussed Farmers Marketplace vacancy from the fairgrounds.
 - a. CEO Ales reports that Tammi Reidl formally gave her 30-day vacancy notice the day prior and will be vacating.
 - b. President Sands says that in a previous conversation with CEO Ales, necessary repairs were required in the danger posed from previous storms. President Sands adds that the building poses danger of exposure of rot and mold, to our customers and staff. President Sands asks the board to

authorize CEO Ales to declare an emergency condition in relation to Section 407 of the State Contracting Manual and to directing home to proceed remediate these conditions without delay before more damage occurs.

- a. Director Parnell expresses his concern with constantly being under review with certain matters and others being declared as emergencies to push through.
- c. President Sands states that he is prepared to authorize the CEO Ales to proceed.
- d. Director Parnell moves to authorize CEO Ales to proceed in declaring an emergency condition on the Motherlode Building. Director Johnson 2nd the motion.

President Sands asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Mike Carson	Х		
Julia Durand (absent)			
Dave Ebbert	Х		
Peg Johnson	Х		
Samia Z. Macon, DVM (excused)			
Luke Parnell	Х		
Tim Sands	Х		

- a. Motion passes.
 - Director Ebbert asks CEO Ales what other repairs are necessary to relocate the Hugs-N-Smiles tenant to the Motherlode Building, and if more than \$25,000 needs to be approved to relocate the tenant.
 - 1. CEO Ales confirms that he will double check and will report back as soon as Farmers Marketplace is completely vacated.
 - 2. Finance Committee
 - a. None to Consider
 - 3. Buildings and Grounds Committee
 - a. Director Carson reports that most of the items discussed in the committee meeting have already been covered in the meeting.
 - Exhibits Committee
 - a. Director Ebbert clarifies that the Junior Livestock Auction sub-committee approved the motion to relocate the junior livestock auction to the new swine barn. Director Ebbert adds that it was nice to see the fair staff and the JLA sub-committee working together to bridge gaps.
 - 5. Policy Committee
 - a. None to Consider

VIII. CORRESPONDENCE:

- A. Items provided via email to Directors with copies available at the meeting.
 - 1. PMIA/LAIF Performance Report
 - 2. D2023-01 Bagley Keene Exemptions Sunset 6.30.23
 - 3. Upcoming Interim Events

IX. FINANCIALS:

A. Director Parnell directs the boards' attention the Page 27 of the financials. Director Parnell states that interim rentals are down 20%. Director Parnell adds that expenses are up 30% on one-time items and mentions that cash is being used up in the form of operations and projects.

X. OLD BUSINESS:

- A. Maurine Dobbas Award
- B. Blue-Ribbon Award
 - 1. CEO Ales restates the staff recommendation with the suggestion of the board to select ex-board director Debby Bedwell as the recipient of the Blue-Ribbon Award and Ciotti Cellars as the recipient of the Maurine Dobbas Award.
 - 2. Director Carson moves to approve the staff recommendation. Director Johnson 2nd the motion.

President Sands asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Mike Carson	Х		
Julia Durand (absent)			
Dave Ebbert	Х		
Peg Johnson	Х		
Samia Z. Macon, DVM (excused)			
Luke Parnell	Х		
Tim Sands	Х		

b. Motion passes.

XI. NEW BUSINESS:

- 1. Farmer's Marketplace Resolution
 - a. CEO Ales reports that Tammi Reidl formally gave her 30-day vacancy notice the day prior and will be vacating.
- 2. Non-Profit Application
 - a. Placer Independent Resource Services
 - a. CEO Ales gives a staff recommendation of a 10% discount, to be consistent with a typical senior discount.
 - b. Director Parnell moves to approve a 20% discount. Director Ebbert 2nd the motion.

President Sands asks all who are in favor:

Board Member	Approved (Yes Vote)	• •	Abstain
Mike Carson	X		
Julia Durand (absent)			

Dave Ebbert	Х	
Peg Johnson	X	
Samia Z. Macon, DVM (excused)		
Luke Parnell	Х	
Tim Sands	Х	

- c. Motion passes.
 - b. Auburn Big Time Pow Wow
 - a. CEO Ales gives a staff recommendation of a 20% discount, to be consistent with a typical senior discount.
 - b. Director Ebbert moves to approve a 20% discount. Director Carson 2nd the motion.

President Sands asks all who are in favor:

Board Member	Approved (Yes Vote)	Not Approved (No Vote)	Abstain
Mike Carson	Х		
Julia Durand (absent)			
Dave Ebbert	Х		
Peg Johnson	Х		
Samia Z. Macon, DVM (excused)			
Luke Parnell	Х		
Tim Sands	Х		

- d. Motion passes.
 - c. Director Parnell states that discounts have previously been referred to as gifts of public funds and asks why these motions wouldn't also be considered the same.
 - i. President Sands states that the existing policy allows such flexibility for non-profits.

XII. RECOGNITION OR CELEBRATION:

A. None to Consider

XIII. MATTERS OF INFORMATION:

- A. CEO Comments
 - 1. CEO Ales thanks staff, Mark Karthauser, and student volunteers for assembling the panels in preparation for the Western States Tevis event.
- B. Director/Staff Comments
 - 1. Director Parnell states that he will be at the fair on Thursday only this year due to scheduling conflicts with the California bull sale season and wishes the fair luck.
 - 2. President Sands announces that CDFA is hosting a Director Orientation
- C. Board Meeting Dates:

- 1. Thursday, August 24, 2023
- 2. Thursday, September 28, 2023
- D. Upcoming Key Activities
- **XIV. CLOSED SESSION:** The Board of Directors of the 20th DAA is permitted to meet in closed session to discuss the following: personnel Matters- Government Code 11126(a).
- XV. ADJOURNMENT

The Board of Directors may or may not act on all items appearing on this agenda. Further information regarding this regularly scheduled meeting of the Board of Directors for the 20th District Agricultural Association may be obtained by contacting the Chief Executive Officer at 1273 High Street, Auburn, CA 95603, telephone 530-823-4533.

Date of Notice July 10, 2023



ACCOUNT ACTIVITY STATEMENT

RETURN MAIL ADDRESS PO BOX 790420 ST. LOUIS, MO 63179 RECEIVED)

Commercial Account: Statement Date

6035 3225 4096 3489

09/05/23 \$3,000

\$2,217

20TH DISTRICT AGRI ASSOC 1273 HIGH STREET AUBURN, CA 95603-5016 **Account Balance**

Credit Available

Credit Line

Account Information

Please see Payment Page(s) for Amount Due and Payment Due Date(s)				
Current Payments and Unapplied Payments	-\$1,201.93			
Current Purchases and Debits	\$810.84			
Current Returns, Exchanges and Adjustments	-\$28.82			

Previously Billed Invoices

\$0.00

\$782.02

PAST DUE INVOICES

1-29 Days 30-69 Days \$0.00 \$0.00

60-89 Days \$0.00 **90-119 Days** \$0.00 **120-149 Days** \$0.00 150-179 Days

180+ Days

\$0.00 \$0.00



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Account maintenance request: If you have not already done so, please log into your account online at homedepot.com/mycommercialaccount or call the number on the back of your card and validate that we have your Authorized Buyer's correct information for our records. Simply go to "Manage Account" and review each authorized buyer's information by clicking on "Edit" next to their name. Make sure the Full Name and Date of Birth is correct and "Save".

Thank you for your prompt attention to this matter.

CURRI	ENT PAYMENTS AND UNAPPLIE		Payments received since the last statement per Please contact us with your instructions on how to apply to specific invokents.			
Date			Amount			
08/29/23			-\$1,201.93			
	Total	-	\$1,201.93			
CURRI	ENT PURCHASES AND DEBITS					
Date	Purchase Location/Description	Invoice #	Purchase Order/Job Name	Customer Agreement #	Amount	Due Date
08/10/23	THE HOME DEPOT AUBURN, CA	525285			\$199.60	09/30/23
08/17/23	THE HOME DEPOT AUBURN, CA	3010111	and the state of t	we a serious y as completion of	\$149.58	09/30/23
08/20/23	THE HOME DEPOT AUBURN, CA	520981	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	×	\$126.51	09/30/23
08/22/23	THE HOME DEPOT AUBURN, CA	8620934			\$78.12	09/30/23

Questions
About Your
Account

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FAX

EMAIL

TYLER NELSON EXT 5222783 1-800-494-1946 (TTY: 711) 1-877-969-6282 TYLER.NELSON@CITI.COM Send Billing Inquiries to: HOME DEPOT CREDIT SERVICES PO Box 790340 St. Louis, MO 63179-0340

8 HP 5

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NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

Page 1 of 12

This Account is Issued by Citibank, N.A.



Gold Country Fair CHECKS/PAYMENTS As of August 31, 2023

1000 · Cash Accounts 1130 · Operating 08/03/2023 08/04/2023 1548 08/04/2023 1548 08/04/2023 1548 08/04/2023 1549 08/04/2023 1549 08/04/2023 1549 08/04/2023 1549 08/04/2023 1549 08/04/2023 1549 08/04/2023 1549 08/04/2023 1549 08/04/2023 1549 08/04/2023 1549 08/04/2023 1549 08/04/2023 1549 08/04/2023 1549 08/04/2023 1549 08/04/2023 1550 08/11/2023 1550 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1551 08/11/2023 1552 08/11/2023 1552 08/11/2023 1552 08/11/2023 1553 08/15/2023 1552 08/15/2023 1552 08/15/2023 1552 08/15/2023 1552	Date
	Num
SONITROL Gold Miner Pest Control Local Construction & Restoration Jose Robles Montano AFFORDABLE LOCK & KEY DAWSON OIL DELTA DENTAL MALLORY HUDSON BOOKKEEPING MR. SOUNDMAN PLACER COUNTY WATER AGENCY 5166-31 PLACER COUNTY WATER AGENCY 5191-31 PLACER COUNTY WATER AGENCY 743-280 SONITROL VERIZON WIRELESS Romero, Bryan Chris Greene Ray Smith Ray Smith Ray Smith TEVIS Alyssa Comer Sergio Nucamendi Romero, Bryan Chris Greene ADVANTAGE CALPERS Cintas DAWSON OIL DEPARTMENT OF GENERAL SERVICES Event Security Specialists GILCHRIST GOLF CARTS HARRIS INDUSTRIAL GASES MR. SOUNDMAN P.G. & E PG & E Recology Auburn Placer 00307 Recology Auburn Placer 00	Name
Invoice# 116920 Invoice#3732 - Swine Barn Contract#23-49 Invoice#28530 UNLEADED GAS #31249 DENTAL PREMIUMS - 05-R10113400000 INVOICE July Invoice # 9823-Ring UNTREATED WATER SERVICE 06/12-07/12/2023 TREATED WATER - 06/12-07/12/2023 TREATED WATER - 06/12-07/16/2023 TREATED WATER - 06/12-07/16/2023 TREATED WATER - 06/12-07/16/2023 Untreated Water 06/16-07/16/2023 Untreated Water 06/16-07/16/2023 Invoice #5241923 67239948-00001 Maintenance Maintenance Maintenance Saffire Kiosk Stand Staff Food Contract #23-07 Insurance Refund Contract #23-13 Maintenance Saffire Kiosk Stand Staff Food Contract #3-07 Insurance Refund Contract #23-13 Maintenance Invoice #66573 customer id # 3583123091 - 1943 & 28508 Payer#21783997 UNLEADED GAS #31249 Customer Id#002020 Inv#1370090, 1397276, 1410878, 1 Invoice#20-262 Invoice#361637 Account# 40040000307 Account# 40040000307 Account# 40040000307 Account# 400400405187 Account# 4004004015187 Account# 400400405187 Account# 400400405187 Account# 401-1051984-01 FF 07/21/2023 AHL Landscaping Maintenance ULAP Invoice#3623 - Mother Lode Building Re-Roofing	Memo
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Gold Country Fair CHECKS/PAYMENTS As of August 31, 2023

Total 11300 · Operating	08/28/2023 08/28/2023 08/28/2023 08/28/2023 08/28/2023 08/28/2023 08/28/2023 08/29/2023 08/29/2023 08/31/2023	08/28/2023 08/28/2023 08/28/2023 08/28/2023 08/28/2023 08/28/2023 08/28/2023 08/28/2023 08/28/2023 08/28/2023 08/28/2023	08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023	08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023 08/25/2023	Date
Operating	15567 15568 15569 15570 15571 15572 15564	15554 15556 15556 15558 15558 15553 15560 15562 15566	15544 15545 15546 15547 15548 15548 15550 15550 15552	15530 15633 15634 15635 15636 15637 15638 15638 15640 15641 15642	Num
	REGALIA SONIA DEL TORO TNT Automotive VERIZON WIRELESS Wave - 1401060001901 CALPERS Diane Cone Intuit Merchant Services	ADVANTAGE ANDERSON'S SIERRA PIPE AUBURN TROPHIES DELTA DENTAL ECHO VALLEY RANCH GENERAL WHOLESALE ELECTRIC SUPPLY M2 Productions On Scene Medical Services LLC PG & E PLACER COUNTY WATER AGENCY 5166-31 PLACER COUNTY WATER AGENCY 5217-32 PI ACER COUNTY WATER AGENCY 5217-32	HOME DEPOT Northern Highlander Disigns ALLIANT INSURANCE SERVICES INC. Romero, Bryan Chris Greene Ryan Balmer Eli Price Audacy Operations Inc. SONIA DEL TORO	CALIFORNIA CONSTRUCTION AUTHORITY KNIGHTS OF COLUMBUS KNIGHTS OF COLUMBUS Rich Johnson ADMIT ONE PRODUCTS AUBURN TROPHIES BIC - Berkley Fire & Marine Underwriters CALPERS CALPERS CALTRONICS CFSA DEPARTMENT OF FORESTRY AND FIRE P Event Security Specialists	Name
	Invoice#381948 & 381947 JLAP Invoice# J004465 672399948-00001 1401-0600019-01 customer id # 3583123091 - 1943 & 28508 MONTHLY CLOUD Service Charge	Customer #20TH50 INVOICE #01780 DENTAL PREMIUMS - 05-R10113400000 Invoice# 196335 & 196332 Account#45537 Invoice#6470 Invoice#GCF 2023 4220514639-4 UNTREATED WATER SERVICE 07/12-08/10/2023 TREATED WATER - 07/12-08/10/2023 TREATED WATER - 07/12-08/10/2023	JLAP	CCA Project #020-23-090 Parking Analysis FF 08/04/2023 FF 08/19/2023 VOID: AHL Landscaping INVOICE #339304 INVOICE #01710 Acct#20008374 Invoice# 3845765 Statement 06/30-08/11/2023 Invoice#169197 - July 2023 Invoice#20-246	Memo
-162,448.49	-12,650.29 -96,24 -2,682.15 -163.35 -466.49 -9,766.34 -203.00 -9.95 -697.87	-355.44 -891.50 -34.32 -90.31 -552.88 -93.00 -1,338.21 -5,490.00 -12,353.45 -2,142.49 -2,983.73	-1,201.93 -492.00 -460.13 -680.00 -612.00 -267.75 -204.00 -10,250.00 -2,222.88	-6,766.00 -914.50 -392.75 0.00 -1,011.99 -34.32 -1,638.00 -2,240.45 -446.78 -5,391.38 -1,800.00 -240.00	Amount

11400 · Premium Account
Total 11400 · Premium Account

Gold Country Fair CHECKS/PAYMENTS As of August 31, 2023

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Date	Num	Name	Memo
11500 · Payroll			
08/15/2023		PAYROLL PEOPLE INC.	
08/15/2023		IRS DESUSATAXPYMT	Pay Period 08/15/2023
08/15/2023	20457	Betker., John	Pay Period 08/15/2023
08/15/2023	dd	Jr., Anthony Smith	Direct Deposit Created by Payroll Service
08/15/2023	dd	Sasaki., Eryn	Direct Deposit Created by Payroll Service
08/15/2023	dd	Toro., Sonia Del	Direct Deposit Created by Payroll Service
08/15/2023	dd	Ambriz., Antonio	Direct Deposit Created by Payroll Service
08/15/2023	dd	ALES, DONALD	Direct Deposit Created by Payroll Service
08/31/2023		PAYROLL PEOPLE INC.	
08/31/2023		IRS DESUSATAXPYMT	Pay Period 08/31/2023
08/31/2023	20458	Betker., John	Pay Period 08/31/2023
08/31/2023	dd	Jr., Anthony Smith	Direct Deposit Created by Payroll Service
08/31/2023	dd	Sasaki., Eryn	Direct Deposit Created by Payroll Service
08/31/2023	dd	Toro., Sonia Del	Direct Deposit Created by Payroll Service
08/31/2023	dd	Ambriz., Antonio	Direct Deposit Created by Payroll Service
08/31/2023	dd	ALES, DONALD	Direct Deposit Created by Payroll Service
Total 11500 · Payroll	ayroll		
11700 · JLA Cash Account Total 11700 · JLA Cash Acc	11700 · JLA Cash Account Fotal 11700 · JLA Cash Account		
Total 10000 · Cash Accounts	h Accounts		
TOTAL			

Gold Country Fair Balance Sheet

As of August 31, 2023

	Aug 31, 23
ASSETS	
Current Assets	
Checking/Savings 10000 · Cash Accounts	
11100 · Cash Accounts	700.00
11300 · Operating	1,890.33
11400 · Premium Account	7,705.15
11500 · Payroll	5,331.13
11601 · Money Market (Operating)	53,292.36
11710 · JLA New 08/2016	82,187.32
11800 · LAIF	711,627.87
Total 10000 · Cash Accounts	862,734.16
Total Checking/Savings	862,734.16
Accounts Receivable	
13100 · Accounts Receivable	20,363.48
13103 · JLA Accounts Receivable	16,413.42
Total Accounts Receivable	36,776.90
Other Current Assets	
13110 · Allowance for Doubtful Account	-5,156.04
13115 · JLA Allowance for Doubtful Acct	-16,413.42
15000 · Undeposited Funds	54,387.00
Total Other Current Assets	32,817.54
Total Current Assets	932,328.60
Fixed Assets	
19000 · Construction in Progress	703,750.54
19100 · Land	54,369.96 5.063.417.31
19200 · Buildings & Improvements 19210 · Accumulated Depreciation	5,063,417.31 -2,904,802.53
19300 · Equipment	305,134.05
19310 · Accumulated Depreciation Equip.	-285,506.65
Total Fixed Assets	2,936,362.68
Others Assessed	
Other Assets 16000 · Deferred Outflows of Resources	93,720.57
Total Other Assets	93,720.57
	<u></u> _
TOTAL ASSETS	3,962,411.85
LIABILITIES & EQUITY Liabilities	
Current Liabilities	
Accounts Payable	
21200 · Accounts Payable	-37,453.95
Total Accounts Payable	-37,453.95
Other Current Liabilities 22800 · Deferred Income	199,284.00
23100 · Loans Payable - SB 84	47,779.00
24110 · Security Deposits	43,660.00
24500 · Leave Liability	17,101.33
Total Other Current Liabilities	307,824.33
Total Current Liabilities	270,370.38

Gold Country Fair Balance Sheet

As of August 31, 2023

	Aug 31, 23
Long Term Liabilities 25600 · Deferred Inflows of Resources 26000 · Net Pension Liability	125,154.74 295,245.90
Total Long Term Liabilities	420,400.64
Total Liabilities	690,771.02
Equity 1110 · Retained Earnings 25100 · JLA Reserve 29100 · Net Resources - Operations 29400 · Unrestricted Net Position - Pen Net Income	214.50 84,789.64 3,397,651.22 -326,680.07 115,665.54
Total Equity	3,271,640.83
TOTAL LIABILITIES & EQUITY	3,962,411.85

Gold Country Fair Balance Sheet As of August 31, 2023

	Aug 31, 23	Aug 31, 22	\$ Change	% Change
ASSETS				
Current Assets				
Checking/Savings 10000 · Cash Accounts	862,734.16	1,252,767.11	-390,032.95	-31.1%
Total Checking/Savings	862,734.16	1,252,767.11	-390,032.95	-31.1%
Accounts Receivable				
13100 · Accounts Receivable 13103 · JLA Accounts Receivable	20,363.48 16,413.42	14,286.04 16,413.42	6,077.44	42.5% 0.0%
Total Accounts Receivable	36,776.90	30,699.46	6,077.44	19.8%
Other Current Assets 13110 · Allowance for Doubtful Account 13115 · JLA Allowance for Doubtful Acct 15000 · Undeposited Funds	-5,156.04 -16,413.42 54,387.00	-5,156.04 -16,413.42 0.00	0.00 0.00 54,387.00	0.0% 0.0% 100.0%
Total Other Current Assets	32,817.54	-21,569.46	54,387.00	252.2%
Total Current Assets	932,328.60	1,261,897.11	-329,568.51	-26.1%
Fixed Assets 19000 · Construction in Progress 19100 · Land 19200 · Buildings & Improvements 19210 · Accumulated Depreciation 19300 · Equipment	703,750.54 54,369.96 5,063,417.31 -2,904,802.53 305,134.05	182,255.73 54,369.96 4,973,502.82 -2,800,773.94 291,463.69	521,494.81 0.00 89,914.49 -104,028.59 13,670.36	286.1% 0.0% 1.8% -3.7% 4.7%
19310 · Accumulated Depreciation Equip.	-285,506.65	-280,690.42	-4,816.23	-1.7%
Total Fixed Assets	2,936,362.68	2,420,127.84	516,234.84	21.3%
Other Assets 16000 · Deferred Outflows of Resources	93,720.57	115,696.76	-21,976.19	-19.0%
Total Other Assets	93,720.57	115,696.76	-21,976.19	-19.0%
TOTAL ASSETS	3,962,411.85	3,797,721.71	164,690.14	4.3%
LIABILITIES & EQUITY Liabilities Current Liabilities Accounts Payable 21200 · Accounts Payable	-37,453.95	1,736.07	-39,190.02	-2,257.4%
Total Accounts Payable	-37,453.95	1,736.07	-39,190.02	-2,257.4%
Other Current Liabilities 22800 · Deferred Income	199,284.00	270,150.00	-70,866.00	-26.2%
23100 · Loans Payable - SB 84 24110 · Security Deposits 24500 · Leave Liability	47,779.00 43,660.00 17,101.33	47,779.00 28,709.00 7,386.00	0.00 14,951.00 9,715.33	0.0% 52.1% 131.5%
Total Other Current Liabilities	307,824.33	354,024.00	-46,199.67	-13.1%
Total Current Liabilities	270,370.38	355,760.07	-85,389.69	-24.0%
Long Term Liabilities 25600 · Deferred Inflows of Resources 26000 · Net Pension Liability	125,154.74 295,245.90	6,615.12 622,185.95	118,539.62 -326,940.05	1,792.0% -52.6%
Total Long Term Liabilities	420,400.64	628,801.07	-208,400.43	-33.1%
Total Liabilities	690,771.02	984,561.14	-293,790.12	-29.8%
Equity 1110 · Retained Earnings 25100 · JLA Reserve 29100 · Net Resources - Operations 29400 · Unrestricted Net Position - Pen	214.50 84,789.64 3,397,651.22 -326,680.07	0.00 65,942.85 3,117,061.27 -513,104.31	214.50 18,846.79 280,589.95 186,424.24	100.0% 28.6% 9.0% 36.3%

	Aug 31, 23	Aug 31, 22	\$ Change	% Change
Net Income	115,665.54	143,260.76	-27,595.22	-19.3%
Total Equity	3,271,640.83	2,813,160.57	458,480.26	16.3%
TOTAL LIABILITIES & EQUITY	3,962,411.85	3,797,721.71	164,690.14	4.3%

Gold Country Fair Profit & Loss Prev Year Comparison August 2023

	Aug 23	Aug 22	\$ Change	% Change
Ordinary Income/Expense				
Income				
41000 · Admissions to Grounds 41010 · Admissions - Regular Gate	14,080.00	14,226.00	-146.00	-1.0%
Total 41000 · Admissions to Grounds	14,080.00	14,226.00	-146.00	-1.0%
41500 · Industrial & Commercial Space 41510 · Inside Commercial Space 41520 · Outside Commercial Space	7,880.00 2,250.00	4,951.00 2,311.00	2,929.00 -61.00	59.2% -2.6%
Total 41500 · Industrial & Commercial Space	10,130.00	7,262.00	2,868.00	39.5%
42000 · Concessions 42110 · Carnival - Presale	0.00	50.00	-50.00	-100.0%
42200 · Food Concessions 42220 · Food Concessions - Product Fee	0.00	499.00	-499.00	-100.0%
Total 42200 · Food Concessions	0.00	499.00	-499.00	-100.0%
Total 42000 · Concessions	0.00	549.00	-549.00	-100.0%
43000 · Exhibits 43100 · Entry Fees	75.00	340.00	-265.00	-77.9%
Total 43000 · Exhibits	75.00	340.00	-265.00	-77.9%
47000 · Misc. Fair Revenue 47100 · Parking 47300 · Utility Fee Reimbursement 47810 · CFSA Insurance 47900 · Sponsorships	2,000.00 635.00 1,205.00 39,225.00	0.00 236.00 665.00 19,000.00	2,000.00 399.00 540.00 20,225.00	100.0% 169.1% 81.2% 106.5%
Total 47000 · Misc. Fair Revenue	43,065.00	19,901.00	23,164.00	116.4%
48000 · Interim Rental Revenue 48100 · Interim Rental - Buildings 48110 · RENT - Schools 48115 · RENT - Motherlode Building 48120 · RENT - Auburn Host Lions Bldg 48135 · RENT - Tahoe Building 48140 · RENT - Sierra 48150 · RENT - Sutter 48170 · RENT - Placer 48190 · RENT - Armory	5,011.15 0.00 0.00 0.00 213.00 0.00 4,860.00 3,385.00	1,100.00 772.50 208.00 -221.00 213.00 1,269.13 5,643.00 0.00	3,911.15 -772.50 -208.00 221.00 0.00 -1,269.13 -783.00 3,385.00	355.6% -100.0% -100.0% 100.0% 0.0% -100.0% -13.9% 100.0%
Total 48100 · Interim Rental - Buildings	13,469.15	8,984.63	4,484.52	49.9%
48200 · Interim Rental - Grounds 48210 · RENT - McCann Stadium 48230 · RENT - Horse Arena 48240 · RENT - Main Lawn Area & Gazebo 48260 · RENT - Barefoot Wine & Bubbly 48270 · RENT - RV Parking 48280 · RENT - Ballfields	4,000.00 515.00 0.00 0.00 670.00 0.00	7,326.00 0.00 2,301.00 1,334.00 1,470.00 2,480.00	-3,326.00 515.00 -2,301.00 -1,334.00 -800.00 -2,480.00	-45.4% 100.0% -100.0% -100.0% -54.4% -100.0%
48200 · Interim Rental - Grounds - Other	12,850.00	0.00	12,850.00	100.0%
Total 48200 · Interim Rental - Grounds	18,035.00	14,911.00	3,124.00	21.0%
48300 · Interim Rental - Equipment/Tent 48500 · Utility Fee Reimbursement 48600 · Interim Parking Revenue 48700 · Other Interim Revenue 48710 · Labor Reimbursement 48770 · Rebates	3,530.00 3,291.70 12,083.00 500.00 156.25	155.00 3,327.45 13,196.00 0.00 0.00	3,375.00 -35.75 -1,113.00 500.00 156.25	2,177.4% -1.1% -8.4% 100.0% 100.0%
Total 48700 · Other Interim Revenue	656.25	0.00	656.25	100.0%
Total 48000 · Interim Rental Revenue	51,065.10	40,574.08	10,491.02	25.9%

Gold Country Fair Profit & Loss Prev Year Comparison August 2023

	Aug 23	Aug 22	\$ Change	% Change
49000 · Prior Year Revenue Adjustment 49500 · Other Operating Revenue	-6,264.32	0.00	-6,264.32	-100.0%
49530 · Other	0.00	205.15	-205.15	-100.0%
Total 49500 · Other Operating Revenue	0.00	205.15	-205.15	-100.0%
Total Income	112,150.78	83,057.23	29,093.55	35.0%
Gross Profit	112,150.78	83,057.23	29,093.55	35.0%
Expense 50000 · Administrative Expense				
50100 · Salaries - Permanent	16,940.76	15,733.94	1,206.82	7.7%
50200 · Salaries - Temporary	4,575.00	1,496.00	3,079.00	205.8%
50310 · Employee Benefits 50320 · Payroll Taxes	18,135.55 2,559.49	4,558.45 2,308.42	13,577.10 251.07	297.8% 10.9%
50330 · Worker's Compensation Insurance	3,452.78	2,072.00	1,380.78	66.6%
50400 · Professional Services	955.44	2,795.03	-1,839.59	-65.8%
50500 · Director's Expense	34.32	0.00	34.32	100.0%
50600 Traveling/Training	0.00	900.00	-900.00	-100.0%
50700 · Office Supplies & Expense	364.50	1,388.79	-1,024.29	-73.8%
50800 · Telephone & Postage Expense	163.35	0.00	163.35	100.0%
50900 · Dues & Subscriptions	0.00	0.00	0.00	0.0%
51000 · Insurance (General Liability) 51500 · Bank Charges	3,162.46 -37.10	358.45 -588.22	2,804.01 551.12	782.3% 93.7%
Total 50000 · Administrative Expense	50,306.55	31,022.86	19,283.69	62.2%
52000 · Maintenance/General Operations 52100 · Salaries - Permanent	7,730.84	6,639.04	1,091.80	16.5%
52200 · Salaries - Temporary	6,316.50	4,917.99	1,398.51	28.4%
52210 · Employee Benefits	0.00	0.00	0.00	0.0%
52300 · Professional Services	3,632.75	10,255.34	-6,622.59	-64.6%
52800 · Light, Heat & Water	13,061.55	15,819.68	-2,758.13	-17.4%
52850 · Temp Internet Services	1,205.80	1,678.32	-472.52	-28.2%
52900 · Maintenance of Equip./Supplies	3,877.20	4,594.88	-717.68	-15.6%
53000 · Maintenance of Buildings/Ground	2,013.57	1,931.80	81.77	4.2%
53200 · Other Maintenance Expense	4,410.00	0.00	4,410.00	100.0%
Total 52000 · Maintenance/General Operations	42,248.21	45,837.05	-3,588.84	-7.8%
54000 · Publicity 54400 · Advertising	10,359.40	908.73	9,450.67	1,040.0%
Total 54000 · Publicity	10,359.40	908.73	9,450.67	1,040.0%
56000 · Attendance Operations				
56200 · Professional Services	5,434.49	4,065.40	1,369.09	33.7%
56300 · Supplies & Expense	0.00	664.13	-664.13	-100.0%
Total 56000 · Attendance Operations	5,434.49	4,729.53	704.96	14.9%
57000 · Misc. Fair Expense 57800 · Other	492.00	0.00	492.00	100.0%
Total 57000 · Misc. Fair Expense	492.00	0.00	492.00	100.0%
57005 · Misc. Non-Fair Programs				
57515 · Other - Interim Parking Expense 57705 · Advertising	3,022.99 933.08	3,819.25 0.00	-796.26 933.08	-20.9% 100.0%
Total 57005 · Misc. Non-Fair Programs	3,956.07	3,819.25	136.82	3.6%
58000 · Premiums 58200 · Trophies, Medals, Ribbons	2,463.12	2,788.78	-325.66	-11.7%
• • •				
Total 58000 · Premiums	2,463.12	2,788.78	-325.66	-11.7%

Gold Country Fair Profit & Loss Prev Year Comparison August 2023

	Aug 23	Aug 22	\$ Change	% Change
63000 · Exhibits Expense 63300 · Professional Services	0.00	135.00	-135.00	-100.0%
Total 63000 · Exhibits Expense	0.00	135.00	-135.00	-100.0%
66000 · Fair Entertainment Expense 66200 · Professional Services 66300 · Supplies & Expense 66500 · Ground Entertainment	0.00 203.00 0.00	3,334.50 0.00 0.00	-3,334.50 203.00 0.00	-100.0% 100.0% 0.0%
Total 66000 · Fair Entertainment Expense	203.00	3,334.50	-3,131.50	-93.9%
80000 · Prior Year Expense Adjustment	900.75	0.00	900.75	100.0%
Total Expense	116,363.59	92,575.70	23,787.89	25.7%
Net Ordinary Income	-4,212.81	-9,518.47	5,305.66	55.7%
Other Income/Expense Other Income 31200 · State Allocations 47600 · JLA REVENUE 47663 · GROSS AUCTION SALES	42,600.00 0.00	0.00 -100.05	42,600.00 100.05	100.0% 100.0%
Total 47600 · JLA REVENUE	0.00	-100.05	100.05	100.0%
Total Other Income	42,600.00	-100.05	42,700.05	42,678.7%
Other Expense 57600 · JLA 57640 · Supplies & Expense	0.00	155.10	-155.10	-100.0%
Total 57600 · JLA	0.00	155.10	-155.10	-100.0%
Total Other Expense	0.00	155.10	-155.10	-100.0%
Net Other Income	42,600.00	-255.15	42,855.15	16,796.1%
Net Income	38,387.19	-9,773.62	48,160.81	492.8%

	Jan - Aug 23	Jan - Aug 22	\$ Change	% Change
Ordinary Income/Expense				
Income				
41000 · Admissions to Grounds 41010 · Admissions - Regular Gate	14,080.00	14,226.00	-146.00	-1.0%
Total 41000 · Admissions to Grounds	14,080.00	14,226.00	-146.00	-1.0%
41500 · Industrial & Commercial Space				
41510 · Inside Commercial Space 41520 · Outside Commercial Space	17,640.00 16,680.00	16,455.55 14,808.00	1,184.45 1,872.00	7.2% 12.6%
Total 41500 · Industrial & Commercial Space	34,320.00	31,263.55	3,056.45	9.8%
42000 · Concessions 42110 · Carnival - Presale	0.00	50.00	-50.00	-100.0%
42200 · Food Concessions 42210 · Food Concessions Health Pe 42220 · Food Concessions - Product	600.00 8,525.00	220.00 9,124.00	380.00 -599.00	172.7% -6.6%
Total 42200 · Food Concessions	9,125.00	9,344.00	-219.00	-2.3%
Total 42000 · Concessions	9,125.00	9,394.00	-269.00	-2.9%
43000 · Exhibits 43100 · Entry Fees 43400 · Exhibitor Handbook	8,575.00 0.00	2,718.00	5,857.00 -10.00	215.5% -100.0%
Total 43000 · Exhibits	8,575.00	2,728.00	5,847.00	214.3%
47000 · Misc. Fair Revenue 47100 · Parking 47300 · Utility Fee Reimbursement 47810 · CFSA Insurance 47900 · Sponsorships	2,000.00 3,311.00 1,895.00 51,115.00	0.00 3,000.00 1,145.00 61,500.00	2,000.00 311.00 750.00 -10,385.00	100.0% 10.4% 65.5% -16.9%
Total 47000 · Misc. Fair Revenue	58,321.00	65,645.00	-7,324.00	-11.2%
47005 · Misc. Non Fair Program Revenue 47105 · Admissions - Crab Feed 47505 · Other - Farmers Market	22,046.00	23,520.00	-1,474.00 	-6.3% 0.0%
Total 47005 · Misc. Non Fair Program Reve	22,046.00	23,520.00	-1,474.00	-6.3%
48000 · Interim Rental Revenue 48100 · Interim Rental - Buildings 48110 · RENT - Schools	40,167.60	30,484.94	9,682.66	31.8%
48115 · RENT - Motherlode Building 48120 · RENT - Auburn Host Lions Bl 48125 · RENT - Sheep Barn	0.00 7,255.00 1,637.00	6,181.00 4,740.00 1,094.00	-6,181.00 2,515.00 543.00	-100.0% 53.1% 49.6%
48126 · RENT - Cowbells Barn 48130 · RENT - Small Animal Barn 48135 · RENT - Tahoe Building 48140 · RENT - Sierra	1,000.00 1,000.00 0.00 11,319.00	536.13 1,267.00 3,416.00 13,968.00	463.87 -267.00 -3,416.00 -2,649.00	86.5% -21.1% -100.0% -19.0%
48150 · RENT - Sutter 48160 · RENT - Clubhouse 48170 · RENT - Placer	9,368.39 0.00 31,619.00	10,116.08 589.00 37,117.00	-747.69 -589.00 -5,498.00	-7.4% -100.0% -14.8%
48190 · RENT - Armory	24,213.20	24,164.54	48.66	0.2%
Total 48100 · Interim Rental - Buildings	127,579.19	133,673.69	-6,094.50	-4.6%

	Jan - Aug 23	Jan - Aug 22	\$ Change	% Change
48200 · Interim Rental - Grounds				
48210 · RENT - McCann Stadium	38,687.00	41,876.60	-3,189.60	-7.6%
48220 · RENT - FW Park	850.00	3,216.00	-2,366.00	-73.6%
48230 · RENT - Horse Arena	5,142.00	7,115.98	-1,973.98	-27.7%
48240 · RENT - Main Lawn Area & Ga	2,000.00	4,969.00	-2,969.00	-59.8%
48250 · RENT - Stalls	0.00	140.00	-140.00	-100.0%
48255 · RENT - Judging Ring	983.00	966.00	17.00	1.8%
48260 · RENT - Barefoot Wine & Bub	0.00	2,001.00	-2,001.00	-100.0%
48270 · RENT - RV Parking	9,393.80	10,671.20	-1,277.40	-12.0%
48280 · RENT - Ballfields	15,924.20	14,115.30	1,808.90	12.8%
48285 · High Impact Event 48291 · RENT - Sacramento Street Lot	11,339.75 48,500.00	0.00 24,656.00	11,339.75 23,844.00	100.0% 96.7%
48200 Interim Rental - Grounds - Ot	106,460.80	33,995.40	72,465.40	213.2%
Total 48200 · Interim Rental - Grounds	239,280.55	143,722.48	95,558.07	66.5%
	,	•	•	
48300 · Interim Rental - Equipment/Tent 48400 · Interim Concessions Revenue	15,920.00 6,330.00	5,070.84 7,838.00	10,849.16 -1,508.00	214.0% -19.2%
48500 · Utility Fee Reimbursement	45.720.39	30,646.53	15,073.86	49.2%
48600 · Interim Parking Revenue	89,925.75	81,266.27	8,659.48	10.7%
48700 · Other Interim Revenue	00,020.70	01,200.21	0,000.10	10.170
48710 · Labor Reimbursement	3,300.00	900.00	2,400.00	266.7%
48730 · Dumpster Reimbursement	85.00	10.30	74.70	725.2%
48750 · Copier/Fax/Postage/Phone	0.00	2,000.00	-2,000.00	-100.0%
48770 · Rebates	3,100.53	5,223.92	-2,123.39	-40.7%
48700 · Other Interim Revenue - Other	0.00	500.00	-500.00	-100.0%
Total 48700 · Other Interim Revenue	6,485.53	8,634.22	-2,148.69	-24.9%
Total 48000 · Interim Rental Revenue	531,241.41	410,852.03	120,389.38	29.3%
49000 · Prior Year Revenue Adjustment 49500 · Other Operating Revenue	0.00	13,901.88	-13,901.88	-100.0%
49510 · Interest Earnings	0.00	795.54	-795.54	-100.0%
49520 · Donations/Sponsorships	29,812.03	28,481.00	1,331.03	4.7%
49530 · Other	18,750.00	736.38	18,013.62	2,446.2%
49500 · Other Operating Revenue - Other	0.00	15,000.00	-15,000.00	-100.0%
Total 49500 · Other Operating Revenue	48,562.03	45,012.92	3,549.11	7.9%
49700 · Donations (In Kind)	0.00	763.00	-763.00	-100.0%
Total Income	726,270.44	617,306.38	108,964.06	17.7%
Gross Profit	726,270.44	617,306.38	108,964.06	17.7%
Expense				
50000 · Administrative Expense 50100 · Salaries - Permanent	117,449.98	105,127.54	12,322.44	11.7%
50200 · Salaries - Temporary	25 540 00	22 277 40	3,232.51	14.5%
50200 · Salaries - Temporary 50310 · Employee Benefits	25,510.00 70,423.71	22,277.49 54,400.10	3,232.51 16,023.61	14.5% 29.5%
50320 · Payroll Taxes	18,758.87	12,702.92	6,055.95	47.7%
50330 · Worker's Compensation Insura	24,808.22	13,562.00	11,246.22	82.9%
50400 · Professional Services	11,546.86	14,217.94	-2,671.08	-18.8%
50500 · Director's Expense	34.32	149.08	-114.76	-77.0%
50600 Traveling/Training	6,703.42	3,801.09	2,902.33	76.4%
50700 · Office Supplies & Expense	14,960.94	10,184.00	4,776.94	46.9%
50800 · Telephone & Postage Expense	1,128.15	1,383.95	-255.80	-18.5%
50900 · Dues & Subscriptions	7,979.59	3,090.84	4,888.75	158.2%
51000 · Insurance (General Liability)	20,727.63	14,652.45	6,075.18	41.5%
51500 · Bank Charges	-553.98	-280.33	-273.65	-97.6%
Total 50000 · Administrative Expense	319,477.71	255,269.07	64,208.64	25.2%
52000 · Maintenance/General Operations 52100 · Salaries - Permanent	47,160.87	11,409.94	35,750.93	313.3%

	Jan - Aug 23	Jan - Aug 22	\$ Change	% Change
52200 · Salaries - Temporary	53,985.25	26,095.98	27,889.27	106.9%
52210 · Employee Benefits	0.00	0.00	0.00	0.0%
52300 · Professional Services	21,776.70	45,754.34	-23,977.64	-52.4%
52800 · Light, Heat & Water	127,457.67	137,377.09	-9,919.42	-7.2%
52850 · Temp Internet Services	12,894.65	13,351.01	-456.36	-3.4%
52900 Maintenance of Equip./Supplies	30,377.01	24,443.40	5,933.61	24.3%
53000 · Maintenance of Buildings/Ground	35,970.63	12,611.66	23,358.97	185.2%
53200 · Other Maintenance Expense	4,410.00	2,376.00	2,034.00	85.6%
Total 52000 · Maintenance/General Operati	334,032.78	273,419.42	60,613.36	22.2%
54000 · Publicity				
54400 · Advertising	17,402.30	5,962.68	11,439.62	191.9%
Total 54000 · Publicity	17,402.30	5,962.68	11,439.62	191.9%
56000 · Attendance Operations				
56200 · Professional Services	5,434.49	4,065.40	1,369.09	33.7%
56300 · Supplies & Expense	0.00	664.13	-664.13	-100.0%
Total 56000 · Attendance Operations	5,434.49	4,729.53	704.96	14.9%
57000 · Misc. Fair Expense				
57700 · Sponsorships	0.00	500.00	-500.00	-100.0%
57800 · Other	3,139.00	0.00	3,139.00	100.0%
Total 57000 · Misc. Fair Expense	3,139.00	500.00	2,639.00	527.8%
57005 · Misc. Non-Fair Programs				
57205 · Supplies & Expense	18,917.12	25,816.19	-6,899.07	-26.7%
57305 · Publicity (Spring Carnival)	0.00	499.00	-499.00	-100.0%
57405 · Sponsorship (non-fair) Expense	250.00	30.00	220.00	733.3%
57515 · Other - Interim Parking Expense	18,762.18	18,127.50	634.68	3.5%
57705 · Advertising	1,462.36	186.62	1,275.74	683.6%
Total 57005 · Misc. Non-Fair Programs	39,391.66	44,659.31	-5,267.65	-11.8%
58000 · Premiums	0.400.40		005.00	4.4 =0.4
58200 · Trophies, Medals, Ribbons	2,463.12	2,788.78	-325.66	-11.7%
Total 58000 · Premiums	2,463.12	2,788.78	-325.66	-11.7%
63000 · Exhibits Expense				
63300 · Professional Services	0.00	135.00	-135.00	-100.0%
63400 · Supplies & Expense	250.00	1,100.00	-850.00	-77.3%
Total 63000 · Exhibits Expense	250.00	1,235.00	-985.00	-79.8%
66000 · Fair Entertainment Expense				
66200 · Professional Services	0.00	5,167.50	-5,167.50	-100.0%
66300 · Supplies & Expense	203.00	0.00	203.00	100.0%
66500 · Ground Entertainment	0.00	6,000.00	-6,000.00	-100.0%
66600 · Grandstand Entertainment	0.00	5,000.00	-5,000.00	-100.0%
66800 · Marketing Promotion	300.00	0.00	300.00	100.0%
Total 66000 · Fair Entertainment Expense	503.00	16,167.50	-15,664.50	-96.9%
80000 · Prior Year Expense Adjustment	7,117.04	3,152.40	3,964.64	125.8%
Total Expense	729,211.10	607,883.69	121,327.41	20.0%
Net Ordinary Income	-2,940.66	9,422.69	-12,363.35	-131.2%
Other Income/Expense Other Income				
31200 · State Allocations	42,600.00	103,010.00	-60,410.00	-58.6%
31900 · Capital Project Reimburse Fund	58,767.70	23,806.85	34,960.85	146.9%
	,	==,000.00	,500.00	

	Jan - Aug 23	Jan - Aug 22	\$ Change	% Change
47600 · JLA REVENUE				
47650 · JLA - Prior Year Revenue Adjust	17,261.86	7,425.77	9,836.09	132.5%
47663 GROSS AUCTION SALES	0.02	-100.05	100.07	100.0%
Total 47600 · JLA REVENUE	17,261.88	7,325.72	9,936.16	135.6%
Total Other Income	118,629.58	134,142.57	-15,512.99	-11.6%
Other Expense 57600 · JLA				
57640 · Supplies & Expense	0.00	304.50	-304.50	-100.0%
57690 · Other	23.38	0.00	23.38	100.0%
Total 57600 · JLA	23.38	304.50	-281.12	-92.3%
Total Other Expense	23.38	304.50	-281.12	-92.3%
Net Other Income	118,606.20	133,838.07	-15,231.87	-11.4%
Net Income	115,665.54	143,260.76	-27,595.22	-19.3%

Gold Country Fair Accounts Receivable Summary As of August 31, 2023

	Aug 31, 23
49er LIONS CLUB	1,200.00
ANWAR FOROTAN AUBURN AREA CHAMBER OF COMMERCE	625.00 1,620.00
AUBURN EVENTS	2,520.00
AUBURN LITTLE LEAGUE Center Stage Entertainment GOLD COUNTRY FAIR HERITAGE FOUNDATION Intren MANDARIN ORANGE EDUCATIONL FOUNDRY Natali Lopez OLD TOWN PIZZA. Safety One Inc SIERRA FOOTHILLS FUNERAL SERVICE Street Eatz	1,904.00 300.00 5,000.00 2,294.00 600.00 1,500.00 1,575.48 500.00 500.00 225.00
TOTAL	20,363.48

Gold Country Fair YTD Statement of Cash Flows

	Jan - Aug 23
OPERATING ACTIVITIES Net Income	115,665.54
Adjustments to reconcile Net Income to net cash provided by operations:	110,000.01
13100 · Accounts Receivable	(3,593.44)
21200 · Accounts Payable	(37,453.95)
22800 · Deferred Income	(4,766.00)
24110 · Security Deposits	17,776.00
Net cash provided by Operating Activities	87,628.15
INVESTING ACTIVITIES	
19000 · Construction in Progress	(293,414.79)
19300 · Equipment	(7,180.00)
Net cash provided by Investing Activities	(300,594.79)
Net cash increase for period	(212,966.64)
Cash at beginning of period	1,130,087.80
Cash at end of period	917,121.16

Gold Country Fair JLA Accounts Receivable Summary As of August 31, 2023

	Aug 31, 23
AMERICAN LANDSCAPE/CONCRETE (2007 JLA)	11,450.19
BERRIES & BANANAS (2003 JLA)	1,250.50
ORANGEVALE MEAT SHOPPE (JLA 2011)	2,973.23
WHITEHEAD PAINTING (JLA 2014)	739.50
TOTAL	16,413.42

		2023 Interim Events	nts		
Code	Code Company	Event Dates	Event	Buildings	Total
	American Quarter Midget		AQMA Awards	Auburn Host Lions	
23-77	Association	Saturday, November 4, 2023	Ceremony	Building	\$675.00
				Sacramento Street	
23-80	PG&E	Thursday, July 20, 2023	Driving Rodeo	Parking	\$1,000.00
23-82	23-82 Sacramento Hot Tubs	October 26, 2023 - October 29, 2023	Hot Tub Expo	Armory Building	\$4,600.00
23-83	23-83 Firepower Promotions	December 1, 2023 and December 2, 2023	Amateur MMA Show Armory Building	Armory Building	\$1,750.00
23-84	23-84 Auburn Grace Community Church Saturday, November 11, 2023	Saturday, November 11, 2023	Thanksgiving Dinner	ving Dinner Placer Building	\$2,700.00

	2023	2023 Standard Contracts		
Contract #	Contractor Name	Payable To	Amount	Activity/Scope of Work
23-26	Area Portable Services	Becky Martin	\$2,652.06	Portable Restrooms
23-30	Karina Gutierrez	Karina Gutierrez	\$2,000.00	Vendor Parking
23-31	V&R Motorsports	Rich Rutledge	\$9,050.00	Demo Derby
23-32	Modern Relics	Ken Landry	\$1,500.00	Entertainment
23-33	Michele Tuggle	Michele Tuggle		Still Exhibit Coordinator
23-36	California Highway Patrol	Sgt. Brad Robinson	\$16,218.48	Security for Fair
23-37	Three Lilies Photography	Lisa Jarvis	\$4,000.00	Livestock Photographer
23-38	Little Rascals Kidz Club	Melody Smith	\$4,400.00	Entertainment
23-39	Get Down Tonight	Scott M Thomas	\$2,000.00	Entertainment
	Kerri Schnetz, Certified Poultry Health			
23-40	Inspector	Kerri Schnetz		Poultry Health Inspection
23-41	Gary Wright	Gary Wright	\$2,000.00	Voice of the Fair
23-42	Night Owls	Ananias Joseph Ayroso	\$1,100.00	Entertainment
23-43	Event Security Specialists	Jeremy Curtis	\$12,940.00	Fair Security
23-44	Walk on the Wild Side	Steven Higgs	\$6,500.00	Entertainment
23-45	Brad's World Reptiles	Bradley Daniel Tylman	\$15,000.00	Sierra building Entertainment
23-46	T.E.A.M.S. Auditing	Tawny Tesconi	\$8,000.00	Concession Audtiting
23-47	Gino Farinelli, Goat Judge	Gino Farinelli	\$350.00	Jr. Goat Judging
23-48	Gino Farinelli, Sheep Judge	Gino Farinelli	\$350.00	Jr. Sheep Judging
23-56	Hope West, M.S. Sheep Showmanship	Hope West	\$100.00	M.S. Sheep Showmanship
23-59	David Dorr, Beef Judge	David Dorr	\$350.00	Jr. Beef Judge
23-61	Foothill Electric	Rick Reineck	\$3,500.00	Electrician
23-63	Mr. Soundman A	Mark Ellenburg	\$9,975.00	Sound & Lighting
23-64	Mr. Soundman B	Mark Ellenburg	\$7,925.00	Sound & Lighting
23-65	Mr. Soundman C	Mark Ellenburg	\$1,250.00	Sound & Lighting

23-66	Francis Distributing Inc.	Francis Distributing Inc.	N/A	Ice
23-67	Auburn 49er Lions Club	Jack Haugen	\$1,000.00	Golf Cart Transportation
23-69	Alisha Tadlock, Livestock Clerk	Alisha Tadlock	\$18/hour	Livestock Clerk
23-70	Stevie Utterback, Livestock Clerk	Stevie Utterback	\$16/hour	Livestock Clerk

Commericial Vendors

File #	Space #	Profile Name
C29	120	Better Business Bureau Serving Northeast California
C19	PL10	Cemetarium Haunted House
C13	101	Color Street Independent Stylist Bre Koenig
C24	105	Crafts By Mila
C9	CL6, CL7	Goldrush Getaways
C9	145	Goldrush Getaways
C1	IFC12	Hansen Trading Co.
C5	IFC4, IFC5	Happy Cheeks Face Painting
C8	127	Hollow Oak Acres
C34	132	John Adams Academy Online
C41	IFC6	Muddy River Bakery LLC
C17	IFC3	N8turalist Glass Art
C2	RDL1	Placer County Republican Party
C44	UAR32	Placer Farm Supply
C45	IFC7	Placer Sportsmen Inc.
C12	123	Scentsy
C12	123	Scentsy
C50	PL8, PL9	Smuggler

Concessions Vendors

File #	Space #	Profile Name
F17	F14	Brian's Concessions
F5	F21	BubbleCone
F2	F8	Drewski's Hot Rod Kitchen
F22	F1	Giant Baby Bottles
F8	F17	K and P Kettle Corn
F1	F25	Munch-A-Bunch
F21	OTP	OTP Pavilion
F15	F4	Snowie Magic
F16	F9	The mini donut shack

	2023 Preliminary Numbers	2022	2021
Admissions	\$226,988.00	\$113,409.00	\$245,843.00
Industrial Commercial Space	\$58,056.00	\$57,396.00	\$29,612.00
Carnival	\$110,910.00	\$61,260.00	\$137,677.00
Food Concessions	\$59,728.00	\$59,244.00	\$57,345.00
Alcohol Sales	awaiting HF results.	**	**
Exhibits	\$11,249.00	\$13,497.00	\$9,015.00
Demo Derby	\$18,396.00	\$5,080.00	\$25,869.00
Parking	\$27,077.00	\$16,894.00	\$25,774.00
Utility Reimbursement	\$3,346.00	\$3,160.00	\$1,772.00
Sponsorships	\$68,315.00	\$81,532.00	\$204,150.00
			Note: 2021 Sponsorships reflect Covid-19 financial support from Placer County of \$144,000
Totals	\$582,065.00	\$449,472.00	\$796,057.00

^{**}Heritage Foundation used our portion of alcohol proceeds for projects in 2021 and 2022.

2023 JLA Summary

	\$426,365.50 \$70,932.46 \$497,297.96	\$70,932.46	\$426,365.50		181	TOTALS
\$60.56	\$970.00 \$11,022.00	\$970.00	\$10,052.00	\$773.23	13	Single Market Turkey
\$6.83	\$147,075.50 \$9,595.82 \$156,671.32	\$9,595.82	\$147,075.50	17 \$8,651.50	17	Single Market Steer
\$13.43	\$49,434.50 \$16,105.00 \$65,539.50	\$16,105.00	\$49,434.50	36 \$1,373.18	36	Single Market Lamb
\$12.50	\$212,583	\$34,141.64	\$178,441.50 \$34,141.64	66 \$2,703.66	66	Single Market Hog
\$13.91	\$37,657.00	\$29,912.00 \$7,745.00	\$29,912.00	\$964.90	31	Single Market Goat
\$647.00	\$3,235.00	\$835.00	\$2,400.00	\$480.00	5	Single Market Fryer
\$1,400.00	\$1,400.00	\$500	\$900.00	\$900.00	1	Replacement Ewe
\$898.33	\$2,695.00	\$395.00	\$2,300.00	\$766.67	3	Rabbits
						Pen of 3 Market
\$890.00	\$2,670.00	\$170.00	\$2,500.00	\$833.33	3	Pair of Meat Ducks
\$800.00	\$800.00	\$0.00	\$800.00	\$800.00	1	Pair of Meat Birds
\$605.00	\$3,025.00	\$475.00	\$2,550.00	\$510.00	5	Market Eggs
(With Add-Ons)	Add-Ons	Division	Gross	per Lot	Division # of Lots	Division
Average \$ Per Unit	Sale with	per	True Buyer	Average		
		Add-Ons				



PMIA/LAIF Performance Report as of 08/16/23



Quarterly Performance Quarter Ended 06/30/23

PMIA Average Monthly Effective Yields⁽¹⁾

LAIF Apportionment Rate ⁽²⁾ :	3.15	July	3.305**
LAIF Earnings Ratio ⁽²⁾ :	0.00008636172883763	June	3.167
LAIF Administrative Cost ^{(1)*} :	0.06	May	2.993
LAIF Fair Value Factor ⁽¹⁾ :	0.984828499	April	2.870
PMIA Daily ⁽¹⁾ :	3.26	March	2.831
PMIA Quarter to Date ⁽¹⁾ :	3.01	February	2.624
PMIA Average Life ⁽¹⁾ :	260		

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 07/31/23 \$173.5 billion

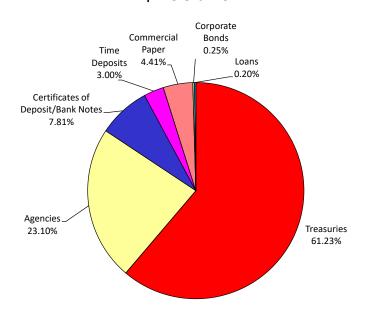


Chart does not include \$2,786,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. View PMIA Daily Rates

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

*The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings. The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

** Revised

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of Calfiornia, Office of the Controller

California State Treasurer **Fiona Ma, CPA**

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 August 01, 2023

LAIF Home
PMIA Average Monthly
Yields

20TH DISTRICT AGRICULTURAL ASSOCIATION

CHIEF EXECUTIVE OFFICER P.O. BOX 5527 AUBURN, CA 95604-5527

Tran Type Definitions

/

Account Number: 13-31-001

July 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confii Numb	o rm er Authorized Calle	r Amount
			1734336	N/A	SYSTEM	5,624.93
Account S	<u>ummary</u>					
Total Depo	sit:		5	5,624.93	Beginning Balance:	716,424.13
Total With	drawal:			0.00	Ending Balance:	722,049.06

August 15, 2023 D2023-02

TO: All District Agricultural Associations CEOs and Boards of Directors

SUBJECT: Sponsorships must be reviewed by F&E – FAC 4051.1

During recent compliance audits, a common finding was that sponsorships agreements were not being submitted to the Fairs and Exposition Branch for review before execution.

Per <u>Food and Agricultural Code 4051.1</u>, (FAC) the Fairs and Exposition Branch must receive written notification for review, before execution, for any sponsorship agreement that:

- exceeds one hundred thousand dollars (\$100,000) in value
- exists for a period of greater than two years
- or contemplates the building of a permanent structure on fair property

Please note sponsorship review currently takes 2-3 weeks, please allow enough time for this process. Please submit sponsorship agreements to Sarah Pelle, sarah.pelle@cdfa.ca.gov. Sarah will liaison with the legal office for the review.

FAC further states the District Agricultural Association (DAA) must have a sponsorship policy, and procedures established by and adopted by the DAA board. The CEO functions within the policy and may enter into agreements to secure donations, memberships, corporate, and individual sponsorships.

Lastly, at any point in time, CDFA can request to examine the books and records of any entity created pursuant to this section.

If you have any questions, please feel free to contact F&E at 916-999-3000.

Sincerely,

Mike Francesconi Branch Chief

Michal a Francesconi

40

August 17, 2023 D2023-03

TO: All Fair CEOs

SUBJECT: Employee Travel to States with Discriminatory Laws

This letter is to announce that there is a statewide ban on travel to states that are identified to have discriminatory laws and practices. There are three new states highlighted in yellow: Wyoming was added on July 14, 2023, Missouri will go into effect on August 28, 2023, and Nebraska effective October 1, 2023. Per AB 1887 (Lou) State government discrimination: travel; state-funded or state-sponsored travel to the following twenty states is prohibited. This includes recipients that receive funding for activities that require travel to and from the states identified in AB 1887, which are:

Approved Travel	Banned Travel
Alaska	Alabama
Colorado	Arizona
Connecticut	Florida
Delaware	Idaho
Georgia	Indiana
Hawaii	Iowa
Illinois	Kansas
Maine	Kentucky
Maryland	Louisiana
Massachusetts	Mississippi
Michigan	Missouri Missouri
Minnesota	Montana
Nevada	Nebraska Nebraska
New Hampshire	North Carolina
New Jersey	North Dakota
New Mexico	Ohio
New York	Oklahoma
Oregon	South Carolina
Pennsylvania	South Dakota
Rhode Island	Tennessee

Vermont	Texas
Virginia	Utah
Washington	West Virginia
Wisconsin	Wyoming

Per the Office of the Attorney General (OAG), there are exceptions to AB 1887 that allow travel to banned stated in certain circumstances (Gov. Code, § 11139.8, subd. (c).) These exceptions only apply if travel to a prohibited state is required for the following reasons:

- 1. Enforcement of California law, including auditing and revenue collection.
- 2. Litigation.
- 3. To meet contractual obligations incurred before January 1, 2017.
- 4. To comply with requests by the federal government to appear before committees.
- 5. To participate in meetings or training required by a grant or required to maintain grant funding.
- 6. To complete job-required training necessary to maintain licensure or similar standards required for holding a position, if comparable training cannot be obtained in California or a different state not subject to the travel prohibition.
- 7. For the protection of public health, welfare, or safety, as determined by the affected agency, department, board, authority, or commission, or by the affected legislative office.

Previously approved blanket discretionary travel to any of these states must be canceled and resubmitted. All blanket mission-critical travel to banned states must be resubmitted to Department Directors and Agency Secretaries (or their designees) to ensure they meet the exception criteria. New mission-critical trips not already submitted within an approved out-of-state travel blanket will require final approval from the Governor's Office through the individual trip request process.

For more information, please visit: https://oag.ca.gov/ab1887.

If you have any questions or need additional information, please contact Sarah Pelle at (916) 900-5368 or sarah.pelle@cdfa.ca.gov

Sincerely,

Mike Francesconi, Branch Chief Fairs & Expositions Branch

Michal & Francescord

August 21, 2023 D2023-04

TO: All District Agricultural Associations CEOs and Boards of Directors

SUBJECT: Vacation/Annual Leave Reduction Plans for the CEO and State Employees

The purpose of this letter is to alert you of the cap on the number of leave hours which should be on the books for state employees and to inform you of F&E's leave balance reporting requirements to ensure compliance with the updated CDFA Policy 9.4.3 and existing CALHR policy 2124- Employee Leave Management.

Per the California Code of Regulations and CDFA Policy, the prescribed maximum number of vacation/annual leave hours that CEOs and state employees should have on the books, per year, is 640 (CDFA Vacation / Annual Leave Accumulation Policy 9.4.3; CA Code of Regulations, Title 2, Section 599.752).

The purpose of a maximum leave balance is to ensure the fiscal solvency of the DAA because if an employee (including the CEO) retires, the vacation or annual leave will be paid out in full as a lump sum. For additional information on separation and leave balances, reference CALHR Employee Leave Management – 2124.

If your individual DAA cannot financially afford the 640 hours of vacation/annual per employee, a policy outlining the maximum liability should be developed and adopted by the board.

It is important to highlight that if the CEO or employee transfers to another state agency or DAA, their leave balances are transferred to the new state employer. Due to this, a good practice when hiring staff coming from other state agencies (including DAAs) is to request to see their leave balances to evaluate the extent of the liability the DAA would be acquiring through the hire prior to appointment.

Leave Balance for CEOs

CEOs may accumulate the unused portion of the vacation/annual leave, provided that on January 1 of each calendar year, there are not more than 640 hours of vacation/annual leave.

[Is the annual report to F&E a new requirement? If it is existing reword to say so] As CEOs approach a leave balance of 640 vacation/annual leave hours, the Board and CEO must develop a leave reduction plan to reduce the excess balances, (California Code of Regulations, title 2, section 599.742.1). In order to facilitate F&E's ability to exercise its fiscal oversight over this liability we ask that each DAA share with us a copy of the leave balances for the CEO by July 31st of each year.

Leave Balances for Employees (Rank and File)

For employees that are approaching a vacation/annual leave balance of 640 hours, or are currently above this threshold, the CEO should work with the employee to create a leave reduction plan (<u>California Code of Regulations, title 2, section 599.737</u>). Please submit the leave balance tracking sheet for the CEO, to the F&E Branch annually by January 31st. If a state employee is nearing the cap, please make note of this during the board meeting when reviewing the Finance Committee report or the CEO report.

Leave Accruals

Each month, the DAAs timekeeper should be tracking the various types of leave accrued and used by all employees. Attached is an Excel spreadsheet (Leave Balance Tracking Template) that you can use as a tool to track the leave balances for each employee.

Each state employee is entitled to the following:

- Vacation and Sick
- Annual Leave (in lieu of Vacation and Sick)
- Informal Time Off (ITO) At the Governor's discretion each year
- Personal Holiday 1 day (8-hours) each July 1
- Personal Development Days (PDD) 2 days (16–hours) at the start of each fiscal year (July 1st) and must be utilized by the end of the fiscal year (June 30th). Note: this leave is not compensable upon separation, and it does not roll over to the next fiscal year.

For information on the accrual rate of vacation or annual leave for CEOs, please reference the CALHR <u>Vacation vs. Annual Leave Comparison Chart</u> for excluded employees. If you need assistance determining the appropriate rate of accrual, please contact your CDFA HR.

For information on the accrual rate of vacation or annual leave for employees, please refer to CalHR <u>Vacation v. Annual Leave Comparison Chart.</u> If you need assistance determining the proper rate, please contact CDFA HR.

Below are sample balance reduction strategies.

- Significant effort is required to reduce leave balances, so plan.
- Coordinate leave plans with a group of employees working on the same or related assignments to avoid unforeseen gaps in coverage.
- Large blocks of time off will have a significant impact on reducing excess leave balances.
- Small blocks of time off will help to keep balances from growing.
- Recognize the more years of state service, the more hours accrued monthly, and develop the reduction plan accordingly.

CalHR also has some helpful tools for Leave Reduction Plans.

If the employee does not follow the agreed-upon leave plan, the CEO/management can force the time off. If the CEO does not follow the agreed-upon leave plan, the board will need to work with F&E for guidance.

If you have any questions, please feel free to contact F&E at 916-999-3000.

Sincerely,

Mike Francesconi

Michael & Francescord

Branch Chief

Enclosed

- 1. Leave Balance Tracking Template
- 2. CALHR 2102
- 3. STD 634- Timesheet template
- 4. 9.4.3 Policy Vacation/Annual Leave Accumulations

NA ANA OCIACIO NACIO	NUMBER:		
MANAGEMENT MEMO	23-02		
SUBJECT:	EFFECTIVE DATE:		
ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE) REQUIREMENTS FOR LEASED FACILITIES	AUGUST 15, 202	23	
ISSUING AGENCY:	EXPIRES:	SUPERSEDES:	
DEPARTMENT OF GENERAL SERVICES	AUGUST 15, 2024	N/A	

Purpose

This policy provides direction to all state agencies on new requirements for executing new leases or renewing existing leases when state fleet vehicles may be domiciled at the facility.

Authority

State Administrative Manual (SAM) sections <u>3620.1</u>; <u>4121.1</u>; <u>4121.4</u>; <u>4121.9</u> and <u>4123</u>.

Policy

This Management Memo establishes SAM section 1313.11:

Any state agency (department, board, bureau, commission) executing a new lease or lease renewal in a privately-owned facility, where the firm term of the lease is three (3) years or more, and where state fleet vehicles may be domiciled on site, must include the installation and maintenance of Electric Vehicle Supply Equipment (EVSE) and related infrastructure as a condition of the lease. The installation of EVSE must be completed prior to occupancy. For lease renewals, EVSE must be installed within twelve (12) months from the date of execution of the lease renewal.

Adequate EVSE must be installed to support all state fleet Battery Electric Vehicles (BEV) and Plug-In Hybrid Electric Vehicles (PHEV) domiciled at that location, as well as any vehicles eligible for the replacement threshold during the firm term of the lease that meet the criteria for replacement with a BEV or PHEV, pursuant to the ZEV-Hybrid First Purchasing Mandate (SAM section 4121.1).

This requirement will not apply to vehicles with special performance requirements necessary for the protection of public safety and welfare, pursuant to SAM section 4121.4.

This requirement can be waived if the client agency can quantitatively demonstrate that the additional cost of installation of EVSE would make the lease or lease renewal cost prohibitive and that sufficient publicly accessible charging infrastructure exists near the site to support the client agency's fleet.

Background

<u>Executive Order N-19-19</u> directs DGS to promote Zero-Emission Vehicle (ZEV) purchasing in state and local government fleets. Ensuring an adequate quantity of charging infrastructure is imperative to this effort.

SAM section <u>4121.1</u> – ZEV-Hybrid First Purchasing Mandate, requires that state agencies prioritize purchasing ZEV and hybrid alternative fuel vehicles.

SAM section <u>4121.6</u> – ZEV Infrastructure Planning and Readiness, requires state agencies submitting a Fleet Acquisition Plan (FAP) to demonstrate that they have appropriate charging infrastructure to support their fleet vehicles.

Requirement(s)

When submitting a Global Customer Requests Upgraded Information Sharing Environment (CRUISE) request for a new lease or lease renewal, where state fleet vehicles may be domiciled on site, state agencies must obtain approval from DGS' Office of Sustainability (DGS-OS) on a Fleet Storage and EVSE Plan (FSEP). The agency must ensure that the recommended quantity of EVSE is installed and operational as a condition of the lease agreement.

Procedures

When submitting a Global CRUISE request for a new lease or lease renewal, where state fleet vehicles may be domiciled on site, the client agency must do the following:

- 1. Complete a <u>DGS OS 02 Fleet Storage and EVSE Plan Certification form (FSEP)</u> and Vehicle Roster Worksheet.
- 2. Client Agency Deputy Director (or higher) certifies FSEP.
- 3. Client Agency Deputy Director (or higher) submits the FSEP via email to the Office of Sustainability for review:

Email Address: sustainability@dgs.ca.gov

Subject Line: "Request for FSEP Approval: [Client Agency Name]"

- 4. Obtain FSEP approval with EVSE recommendation from the DGS-OS.
- 5. Initiate the Global CRUISE request upon receipt of the DGS-OS approved FSEP. The OS Approved FSEP must be included with your request.
- 6. Client agency must ensure that the installation of the recommended quantity of EVSE is included as a condition of the lease. For new leases, installation must be completed prior to occupancy. For lease renewals, EVSE must be installed within twelve (12) months from the date of execution of the renewal lease.

Note: If no state fleet vehicles will be domiciled on site, the agency may certify accordingly on the CRUISE request.

Contact Information

Questions concerning the Electric Vehicle Supply Equipment (EVSE) Requirements for Leased Facilities should be directed to:

Office of Sustainability

Email: Sustainability@dgs.ca.gov

Approval

Ana M. Lasso, Director

Department of General Services

GCF Calendar of Events **Armory: Sacramento Hot Tubs** Placer & Ballfields: Sierra Placer: Cat Show and 29 22 15 ∞ 6pm - Armory: 49er 6pm - Armory: 49er 6pm - Armory: 49er 6pm - Armory: 49er 6pm - Clubhouse - JLA 6pm - Armory: 49er Mon 30 23 16 9 2 6pm - Armory: 49er 6pm - Clubhouse: Kathy 6pm - Armory: 49er 6pm - Armory: 49er 6pm - Armory: 49er Placer: PIRS -- Senior Health Clinic 9am - Buildings & 6pm - Armory: 49er Tue <u>3</u> 24 17 10 ω 6pm - Armory: 49er 5:30pm - Clubhouse -5:30pm - Clubhouse -11am - AHL: Lions Lunch 11am - AHL: Lions Lunch 6pm - Armory: 49er 6pm - Armory: 49er 11am - AHL: Lions Lunch 6pm - Armory: 49er 6pm - Armory: 49er Wed 25 18 4 6pm - Armory: 49er 6pm - Armory: 49er Sierra: Auburn Senior 6pm - Armory: 49er 6pm - Armory: 49er 6pm - Armory: 49er Sierra: Ducks Unlimited **Armory: Sacramento Hot Tubs** Thu 19 12 5 26 0 Placer: Cat Show and Adoption Event Placer: Oktoberfest Gold Placer & Ballfields: Sierra Native Alliance 3 3 20 တ 27 ω Sierra: Filomeno Torres Sierra: Narcotics AHL: Jackie Wheeler Sierra: Lord Sholto **AHL: American Quarter** 28 21 4 4

All Grounds - Mountain Mandarin Festival Placer: Cat Show and Armory & Placer: Placer: Auburn Grace **Armory: Sacramento Hot Tubs** 26 19 12 Ŋ 29 6pm - Armory: 49er 6pm - Armory: 49er 6pm - Armory: 49er 6pm - Armory: 49er **ALL Grounds: WWSRA Sports Show** 6pm - Clubhouse - JLA 6pm - Armory: 49er Mon 27 20 13 30 တ 6pm - Armory: 49er 6pm - Armory: 49er 6pm - Clubhouse: Kathy 6pm - Armory: 49er 6pm - Armory: 49er All Grounds - Mountain Mandarin Festival 6pm - Armory: 49er Tue 21 <u>3</u> 28 4 6pm - Armory: 49er 6pm - Armory: 49er 6pm - Armory: 49er Placer & Sierra: Salvation Army Auburn 11am - AHL: Lions Lunch 6pm - Armory: 49er Placer: Soroptimist of 6pm - Armory: 49er 5:30pm - Clubhouse -11am - AHL: Lions Lunch Wed 22 29 15 ∞ 6pm - Armory: 49er 6pm - Armory: 49er 6pm - Armory: 49er 6pm - Armory: 49er Placer: 49er Historical Bottle Club 6pm - Armory: 49er Sierra: Auburn Senior 컨 30 23 9 16 2 Sierra Building: Veterans Day **Armory: Firepower Promotions** 3 24 10 17 Sierra: Nelly Noemi Armory & Placer: Sierra: Lord Sholto AHL: American Quarter N 25 18

GCF Calendar of Events

Fair Board Meeting – August 31st, 2023

Agenda Item Information Packet from Dawn Cederlund, CEO of Old Town Pizza

The information provided for the Board contains the following documents:

- Original Lease Contract Between OTP and Fairgrounds
- Amendment to Lease Contract to change effective dates
- Letter requesting Reimbursement of Lost Revenue
- Memo from CDFA giving Fair Board authority to deal with the situation
- Statement from Dawn Cederlund for presentation at the public Fair Board Meeting

Fair Board Meeting – August 31st, 2023 Statement from Dawn Cederlund, CEO of Old Town Pizza

I will be traveling on the day of this meeting, so I have prepared a statement to be read on my behalf.

I wish to bring to the attention of the Fair Board and the public, a dispute with the Gold Country Fairgrounds regarding our lease contract to operate our business, the Old Town Pizza Pavilion. Here are the facts as we see them:

- We entered into a 5-year lease agreement from March 2021 through February 2026 for the purpose of operating our restaurant business.
 The actual lease agreement documents are included in the packet of information provided.
- Our lease agreement outlines very specific exceptions to the lease of our space during the Gold Country Fair, the Mandarin Festival, and the Spring and Fall Home Shows. During those events, we must relinquish our right to the rented space to the organizers of the above-mentioned events.
- As such, for all other events and dates, we do have the right to operate our restaurant business, per the terms of our lease.
- The Gold Country Fairgrounds entered into a separate contract agreement with the Dry Diggins Festival for an "all-grounds" rental covering a total of 7 days for set-up, music festival, and tear-down.
- On July 21st, 2023 at a tenant meeting, we were informed that we would have to close our business from August 22nd through August 28th, the dates of the Dry Diggins contract, because we did not respond to and accept their request for OTP to pay a sponsorship fee of \$15,000.00 to operate our business during their rental.
- We consider this a breach of contract of our lease.
- Our lease also has a clause that the Fairgrounds may be required at any time to respond to an emergency declared by local, state, and/or federal governments and take possession of the premises. If this occurs, the Lessor (Fairgrounds) will not be liable for any losses or expenses incurred as a result of the emergency. This is what

- happened last year during the Mosquito Fire, where our restaurant was closed for 4 weeks.
- That clause outlines specifically when the Fairgrounds is not liable for lost revenue or expenses, and therefore, they are liable in nonemergency situations where our right to operate our business is taken away.
- As such, we prepared a letter requesting reimbursement for Loss of Revenue for the 7-day period in the amount of \$20,231.00. This is a conservative estimate based on the average of the previous 9 weeks of sales. This letter is also included in the packet of information.

We are sadly disappointed at the lack of understanding and support in regard to Old Town Pizza. It has been a common practice to inform other tenants that it is ok to "negotiate" terms with OTP to operate our business. Nowhere, in our lease, does it state that we are obligated to pay another tenant for the right to operate our business.

For all the years that we have operated at the Fairgrounds, OTP has made arrangements with our community organizations to support and sponsor them when they have events at the fairgrounds. We would have supported them even if we did not have a restaurant on site. For over 20 years, our business philosophy has always been to support the community and the organizations that are important to our customer base. The only reason we have money available to spend on sponsorships is because our customers support our businesses. When out-of-town companies come to the fairgrounds and book events, we do not offer financial support to those for-profit businesses. They are not part of our customer base. Somehow, our generosity toward our own community has been mistaken for an ongoing obligation to pay anyone who wants to rent the fairgrounds. We would like to believe that this is a misunderstanding, and not an act of sabotage or indifference.

The OTP Pavilion project started with an agreement that all costs to construct the facility would be "donated" by OTP and that in return for bearing all the costs, we would receive a "monthly rental credit" of \$5,000.00 per month for 5 years. The maximum value of the rental credits equal \$300,000.00. That is the exact amount of a loan that OTP procured for construction. OTP wrote a check to the Gold Country Heritage Foundation for \$300,000.00 on 10/12/20. Reese Browning also wrote a personal check for the project of \$50,000.00 in 2020. Additional checks from OTP to the Gold Country Heritage Foundation in the amounts of \$47,000.00, \$52,545.00, and \$2,500.00 were written in 2020 and early 2021 to finish the construction. In addition to the construction costs, OTP spent another \$190,000.00+ on equipment and upgrades to the patio.

We have adhered to all the lease terms and conditions. We have shown our commitment with our pocketbook and have prepaid for the rights to operate our business for the whole 5-year term of the lease. In taking away our rights to operate, we believe that constitutes not only a breach of our lease contract, but a failure of integrity on the part of the Fairgrounds to properly disclose and fairly represent, to their other customers, the terms of our lease and to prevent the impression that the other customer has the choice of whether or not we open.

We have offered a solution to rectify this situation by compensating OTP for the loss of revenue. We also hope that in reviewing this situation, actions will be taken to prevent this in the future. At a minimum, we would expect the "all grounds" contracts be revised to include language such that other tenants are aware of our right to operate without additional compensation and are required to adhere to those terms.

We respectfully request immediate payment for our loss in revenue and ask that further infractions of this kind be avoided in the future with changes to the temporary tenant agreement contracts.

Sincerely,

Dawn Cederlund, CEO, Old Town Pizza

AGREEMENT NO. 20 - 101 DATE: November 12, 2020

INTERIM LEASE AGREEMENT

THIS RENTAL LEASE AGREEMENT ("Agreement") is by and between the **TWENTIETH DISTRICT AGRICULTURAL ASSOCIATION**, ("Lessor"), commonly known as the Gold Country Fairgrounds and Event Center, and **BBC Family Eateries, Inc. dba Old Town Pizza** ("Lessee"). Lessor and Lessee may be collectively referred to as the "Parties."

- Lessor hereby grants to the Lessee the right to occupy the space(s) known as Old Town Pizza Kitchen & Pavilion as depicted in Exhibit A, located on the Fairgrounds at 1273 High Street, Auburn, California 95603 ("Premises") for the purposes hereinafter set forth and subject to the terms and conditions of this Agreement.
- 2. The term of this Agreement begins on 01/01/2021 and ends on 12/31/2023. Lessee shall have the option to extend this agreement until 12/31/2025 per Exhibit D Item 3. Lessee shall guarantee the payment of any damage to Lessor property, removal of all property and the leaving of the Premises in the same condition in which Lessee took possession.
- 3. The purposes of occupancy shall be limited to: Old Town Pizza F (Fairgrounds Restaurant Location) and shall be for no other purpose whatsoever

BASE RENT:

Base Rent will be paid monthly, on the first day of the month, and shall be as follows:

Patio Rental: 3,500 square feet starting at \$1.00 per square foot, per month **Kitchen Rental:** 3,500 square feet starting at \$1.00 per square foot, per month **Naming Rights:** for the leases space starting at \$292 per month

Base Rent will increase three percent (3%) per year, as shown on the following schedule:

	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>	<u>1/1/2025</u>
Patio Rental	\$3,500.00	\$3,605.00	\$3713.00	\$3,825.00	\$3,939.00
Kitchen Rental	\$616.00	\$634.00	\$654.00	\$673.00	\$693.00
Naming Rights	\$292.00	\$300.00	\$309.00	\$319.00	\$328.00

ADDITIONAL RENT:

Additional Rent will be paid quarterly, per the schedule outlined in Exhibit D, and shall be as follows:

Percent of Sales: Lessee will pay six percent (6%) of the gross sales from the leased premises, if the amount exceeds base rent, per Exhibit D, Item 2

UTILITIES:

Utilities: Lessee will pay utilities as determined in Exhibit D, Item 6 **RENTAL CREDIT:**

Lessee will receive, from Lessor, a rental credit per Exhibit D, Item 1

Payment of Rent, Net of Credit: Monthly rent shall be the sum of: patio rental, kitchen rental and naming rights, minus the monthly credit. The Lessee agrees to pay the Lessor the difference on the first of each month. Should the rental credit exceed lessee's Base Rent, the difference will be applied to the Additional Rent payments for the quarter covered. Lessee will pay Lessor the difference per the schedule in Exhibit D Refer to Exhibit D in Contract

4. In the event of Cal Fire inspection involvement – refer to Exhibit D, Point 4. All keys shall be returned within 14 calendar days of event date. Unreturned keys will result in a \$250.00 per key fee to the Lessee.

Lessee's Initial

Your contract/cleanup sheet set prices and terms to be fulfilled.
Read them carefully and ask for clarification if needed.
Fair Management reserves final right to interpretation and levying of fees.
A utility fee may be charged for excessive use of utilities.

- 5. Lessee shall pay the following additional services and fees: See Exhibit D. Lessee acknowledges that the Lessor'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. Lessor shall not be liable for any interference of Lessee's use or possession of the Premises or loss to or expenses incurred by the Lessee or its subcontractors or patrons that may result from such emergency use of the Premises.
- 6. Lessor shall have the right to audit and monitor any and all sales as well as access to the premises.
- 7. Lessee shall defend, indemnify and save harmless Lessor 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 Lessee may be liable under any worker's compensation law and Lessee 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 Lessee of the privileges herein granted
- 8. Lessee further agrees to not sell, exchange or barter, or permit its employees to sell, exchange or barter, any licenses or permits issued to Lessee or its employees.
- 9. No Lessee will be allowed to open until all the preliminary requirements herein set forth have been complied with.
- 10. Lessee will conduct business in a quiet and orderly manner; will deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by the Lessor within Premises for such purpose and will keep the area within and surrounding Premises free from all rubbish and debris.
- 11. All temporary tents or enclosures erected by Lessee shall have the prior written approval of Lessor and local fire suppression authorities. Lessee shall not affix any fixtures to the Premises without the written preapproval of the Lessor and if the removal of the fixture may be affected without injury to the Premises. Upon request, Lessee will furnish Lessor with a list of all sales prices and other charges of any kind whatsoever to be charged by the Lessee. If Lessee is an eating concession and not restricted to specific items.
- 12. Lessee shall submit menus and prices to Lessor for approval at least twelve (12) hours in advance of each day's operation. Upon request, Lessee must furnish to Lessor receipts for license fees, tax deposits, insurance, etc., prior to event.
- 13. Lessee will conduct the privileges granted in this Agreement according to all the rules and requirements of applicable state and local health authorities, and without infringement upon the right and privileges of others; will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is sold by Lessor, nor engage in any other business whatsoever upon or within Premises or Fairgrounds, except that which is herein expressly stipulated and contracted for; will confine said transactions to the Premises and privileges provided in this Agreement, and that any and all exclusives granted Lessee shall not include the carnival and the carnival area.
- 14. Lessee will post in a conspicuous manner at the front entrance to the concessions, a sign showing the prices to be charged for all articles offered for sale to the public. The size of said sign, manner and place of posting shall be pre-approved by Lessor.
- 15. Lessor will furnish necessary janitor service for all aisles, streets, roads and areas used by the public, but Lessee must, at his/her own expense, keep the Premises and adjacent areas properly arranged and clean. All concessions must be clean, all coverings removed, and the concessions ready for business each day at least one hour before the Lessor is open to the public. Receptacles will be provided at several locations to receive Lessee 's trash, and such trash must not be swept into the aisles or streets or any public areas.
- 16. All sound-producing devices used by Lessee within the Premises must be of such a nature and must be so operated as not to cause annoyance or inconvenience to patrons or to other concessionaires or exhibitors. The decision of Lessor as to the desirability of any such sound-producing device shall be final and conclusive. Sound-amplification equipment may be installed only by first obtaining written permission from Lessor.

Lessee's Initial

- 17. Lessee agrees that there will be no games, gambling or any other activities in which money is used as a prize or premium, and that Lessee shall not buy and/or permit "buy backs" for cash, any prizes or premiums given away to patrons. Only straight merchandising methods shall be used and all methods of operations, demonstration and sale, shall be subject to the approval of the Lessor and the local law enforcement officials.
- 18. Lessee is entirely responsible for the Premises and agrees to reimburse Lessor for any damage to the real property, equipment, or grounds used in connection with the Premises, reasonable wear and tear excepted. Lessee agrees to inspect the conditions of the Premises and of all property it will use on the Premises, including but not limited to equipment, furniture or other personal property owned by Lessor, and to be entirely responsible for the use of the Premises and such property.
- 19. Lessor may provide watchman service, which will provide for reasonable protection of the property of Lessee's, but Lessor shall not be responsible for loss or damage to the property of Lessee.
- 20. No Lessee will be permitted to sell or dispose of anywhere on the Fairgrounds alcoholic beverages as defined in the Alcoholic Beverage Control Act unless Lesser authorizes Lessee in writing and unless Lessee holds a lawful license authorizing such sales on the Premises.
- 21. All safety orders of the Division of Industrial Safety, Department of Industrial Relations must be strictly observed.
- 22. Failure of Lessor 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 prior to or during the term hereof 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 Lessor of any further performances of the terms of this agreement. Non-applicable to this agreement
- 24. The Lessor shall have the privilege of inspecting the Premises covered by this agreement at any time or all times. Lessor shall have the right to retain a key to the Premises and may enter with at least 24-hour written notice to Lessee.
- 25. Lessee recognizes and understands that this rental may create a possessory interest subject to property taxation and that Lessee may be subject to the payment of property taxes levied on such interest.
- 26. The Parties hereto agree that Lessee, and any agents and employees of Lessee, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of Lessor.
- 27. 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.
- 28. 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 Lessor. Subleasing of the Premises is prohibited.
- 29. 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.
- 30. In the event Lessee fails to comply in any respect with the terms of this Agreement and its Exhibits referred to herein, all payments under this Agreement shall be deemed earned and non-refundable by Lessor, and Lessor shall have the right to occupy the Premises in any manner deemed for the best interest of Lessor.

Lessee's Initial

31. Lessee shall abide by the additional terms and conditions indicated in the following Exhibits, attached to this Agreement and incorporated by these references:

a. Map of Fairgrounds Depicting Premises

Exhibit A

b. California Fair Services Authority Insurance Requirements

Exhibit B

c. Specific Requirements of the Twentieth District Agricultural Association

Exhibit C

d. Exhibit D to Contract 20-101 & Spreadsheet Estimate of Costs

Exhibit D

32. This Agreement is not binding upon Lessor 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.

TWENTIETH DISTRICT AGRICULTURAL ASSOCIATION

P.O. BOX 5527

AUBURN, CA 95604-5527

530-823-4533

Title: Don Ales, Chief Executive Officer

Reese Browning, President BBC Family Eateries, Inc. dba Old

Town Pizza

120 North McDaniel Drive

Auburn, CA 95603

Reese Browning, Presiden

Exhibit A: Map of Fairgrounds Depicting Premises





PB

Your contract/cleanup sheet set prices and terms to be fulfilled.
Read them carefully and ask for clarification if needed.
Fair Management reserves final right to interpretation and levying of fees.
A utility fee may be charged for excessive use of utilities.

The Fair will cancel any event if the terms and payment requirements of the contract have not been met. Fair Management has the right to end and event if deemed necessary for purposes of the public safety or due to extensive destruction of property.

Exhibit B: California Fair Services Authority Insurance Requirements

INSURANCE REQUIREMENTS

I. <u>Evidence of Coverage</u>

The Lessee shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. <u>Insurance Certificate</u> - The Lessee provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

- 1. <u>List as the Additional Insured:</u> "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
- 2. <u>Dates:</u> The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.

3. <u>Coverages:</u>

- a. General Liability Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); \$5,000,000 per occurrence for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; \$3,000,000 per occurrence for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; \$2,000,000 per occurrence for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.
- b. <u>Automobile Liability</u> Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.
- c. <u>Workers' Compensation</u> Workers' Compensation coverage shall be maintained covering Lessee's employees, as required by law.

Your contract/cleanup sheet set prices and terms to be fulfilled.
Read them carefully and ask for clarification if needed.
Fair Management reserves final right to interpretation and levying of fees.
A utility fee may be charged for excessive use of utilities.

The Fair will cancel any event if the terms and payment requirements of the contract have not been met. Fair Management habour the right to end and event if deemed necessary for purposes of the public safety or due to extensive destruction of property.

- d. <u>Medical Malpractice</u> Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.
- e. <u>Liquor Liability</u> Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.
- 4. <u>Cancellation Notice</u>: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.
- 5. Certificate Holder:
 - For Individual Events Only Fair, along with fair's address, is listed as the certificate holder.
 - For Master Insurance Certificates Only California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.
- 6. <u>Insurance Company</u>: the Company providing insurance coverage must be acceptable to the California Department of Insurance.
- 7. Insured: The Lessee must be specifically listed as the Insured.

OR

B. <u>CFSA Special Events Program</u> - The Lessee obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

C. <u>Master Certificates</u> - A current master certificate of insurance for the Lessee has been approved by and is on file with California Fair Services Authority (CFSA).

<u>OR</u>

D. <u>Self-Insurance</u> - The Lessee is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

- 1. Maintenance of Coverage The Lessee agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, Lessee agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and Lessee agrees that no work or services shall be performed prior to the giving of such approval. In the event the Lessee fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by Lessee and terminate this contract; (2) withhold all payments due to Lessee until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to Lessee under the terms of this contract.
- 2. <u>Primary Coverage</u> The Lessee's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

- 3. <u>Contractor's Responsibility</u> Nothing herein shall be construed as limiting in any way the extent to which Lessee may be held responsible for damages resulting from Lessee's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Lessee of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to Lessee's indemnity obligations. <u>The Lessee indemnity obligation shall survive the expiration, termination or assignment of this contract.</u>
- 4. <u>Certified Copies of Policies</u> Upon request by fair, Lessee shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the Lessee agrees to obtain a properly executed release and waiver of liability agreement (Form required by Lessee's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by Lessee. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

Exhibit C: Specific Requirements of the Twentieth District Agricultural Association

- 50% of all Rental charges are due 60 days prior to event with the balance due within 30 days. Event with any amount due within 30 days of event will be canceled and all monies collected stay with the Lessor.
- 2. Lessee must obtain all required insurance and provide acceptable Certificate of Insurance as per Exhibit B within 30 days of event. Event within 30 days without acceptable insurance coverage will be canceled and all monies collected stay with the Lessor.
- 3. All events are subject to inspection by the State Fire Marshal (Cal Fire). Cal Fire reserves the right to change or cancel the event due to any unforeseen conditions. In such a situation, Lessee remains fully responsible for all rental charges.
- 4. Lessee is responsible for all Cal Fire inspection charges and/or fines levied by the State Fire Marshal. Such charges will be deducted from Lessee's Security Deposit. Cal Fire invoicing can take up to 120 days and will therefore cause a commensurate delay in the refund of Lessee's Security Deposit.
- 5. Vehicular parking for event is limited to Sacramento Street Lot (209 Fairgate Road) and the Vendor Lot (off of High Street entrance.) THERE IS NO ON-FAIRGROUNDS PARKING DURING EVENTS. Onfairgrounds access is only for immediate pre and post event deliveries/pickups and must not be in any no-parking zone. Vehicles parked on the fairgrounds are subject to tow-away at owner's expense. Fair Management reserves the right to limit Lessee parking to a particular lot depending on event mix.
- 6. Lessee wishing to utilize tables and chairs as part of rental must provide an acceptable set-up diagram. Lessee not meeting this requirement is fully responsible for set up of the venue.
- 7. Acceptable set up diagram layout must be submitted ONE MONTH PRIOR TO THE EVENT DATE (THIS IS A CAL-FIRE REQUIREMENT)
- 8. No vehicles on any grass area of Fairgrounds without explicit permission of the Lessor for each occurrence.
- 9. Lessor is the sole provider of automated teller machines (ATM). Lessee will not provide any second or third party ATM services. Any non-approved ATM will be immediately removed at Lessee's expense.
- 10. All existing Fairgrounds signage and banners must not be covered over or removed without explicit permission of the Lessor's Board of Directors (as per policy.)
- 11. Lessee is not to use nails, staples, tape, etc, on wall surfaces or floor. Any nail, tack, hole, etc, found in the Auburn Host Lions Building or Barefoot Wine and Bubbly Stage walls will be subject to a \$1000 charge per blemish found.
- 12. The venue is to be referred to as the "Gold Country Fairgrounds and Event Center" in all advertising and mass media. Fairgrounds address is to be referred to "209 Fairgate Road" to ensure patron arrival at Sacramento Street Parking Lot.

Lessee's Initials

Exhibit D to Contract 20-101

- 1. RENTAL CREDIT: The Lessee (Old Town Pizza) shall receive a monthly credit of \$5,000.00 per month beginning January 1, 2021 through December 31, 2023. Should Lessee exercise the option to extend the lease (per Exhibit D, item 3) the credit will continue through the end of the option period (December 31, 2025). If Lessee choose not to exercise the option to extend the lease the credit will terminate. The Lessee (Old Town Pizza) agrees to pay the Lessor (20th District Agricultural Association) on the first of every month the difference between the rental credit and Base Rent. Any credit that remains in excess of Base Rent will be applied to Lessee's Additional rent for the period that the Additional rent is calculated. The rental credit will not apply to utility reimbursements that Lessee will pay to Lessor. Rental credit cannot be accelerated and will be applied at not more than \$5000 per month.
- 2. ADDITIONAL RENT: Payment of Lessee's percent of gross sales will be made on a quarterly basis to the Lessor (20th District Agricultural Association) at 6% of the Lessee's (Old Town Pizza) quarterly gross sales at the leased location. Lessee will pay the amount that 6% of gross sales exceeds base rent per the schedule below. Lessee's rent will be the greater of Base Rent or Additional Rent. The Lessee (Old Town Pizza) shall provide an accounting statement that verifies the gross sales along with their quarterly payment by the dates listed below:

April 30th: for gross sales between January 1 - March 30
July 31st: for gross sales between April 1 – June 30
October 31st: for gross sales between July 1 – September 30
January 31st: for gross sales between October 1 – December 30

Any credit that remains in excess of Base Rent will be applied to Lessee's Additional rent for the period that the Additional rent is calculated.

- 3. The Lessee (Old Town Pizza) shall have the option to extend the lease for an additional two years prior to December 31, 2023. Option must be exercised in writing and delivered to Lessor 60 days prior to the expiration of the lease.
- 4. The Lessee (Old Town Pizza) understands that the cost of the construction related to the OTP Pavilion/Kitchen is a prepaid donation and no expenses will be incurred by the Lessor (20th District Agricultural Association).
- 5. The Lessee (Old town Pizza) shall the right of first refusal should there be a request for the rental of the OTP Pavilion or Kitchen during the term of the contract. The following exceptions will apply:

Home Show: May 14-16, 2021 Mandarin Festival: November 19-21, 2021 May 13-15, 2022 November 18-20, 2022

May 13-15, 2022
May 12-14, 2023
September 24-26, 2021
November 18-20, 2022
November 17-19, 2023

September 23-25, 2022 September 22-24, 2023

Lessee's Initial 64

6. All utilities related to the use of the OTP Pavilion/Kitchen are the responsibility of the Lessee (Old Town Pizza). Initially, this calculation will be determined by comparing the 2020 PG&E bills to the PG&E bills received after January 1,2021 and the Lessee (Old Town Pizza) paying the difference. Once installed an actual meter will be used to determine the actual utility reimbursement.

April 30th:

July 31st:

October 31st:

January 31st:

for gross sales between January 1 - March 30

for gross sales between April 1 – June 30

for gross sales between July 1 – September 30

for gross sales between October 1 – December 31

- 7. Dumpster will be provided by the Lessor (20th District Agricultural Association). The Lessee (Old Town Pizza) will place all trash in applicable dumpster.
- 8. During the annual Gold Country Fair, the Lessee (Old Town Pizza) agrees to surrender their ABC license to the Gold Country Fair Heritage Foundation so they can be the recipient of all alcohol revenue generated at this location during the annual fair.

Gold Country Fair: September 9-12, 2021

September 8-11, 2022 September 7-10, 2023

Lessee's Initial



Lessee 20-101 Date November 16, 2020 Addendum #1 to Contract 20-101

The Lessee (Old Town Pizza) and Lessor (20th District Agricultural Association) have agreed to extend the contract to December 31, 2025 as per Contract 20-101 Exhibit D Item 1.

Payment of rent shall be as described in Contract 20-101

Agreed to by:

Don Ales, CEO

Gold Country Fairgrounds & Event Center / 20th District Agricultural Association

BBC Family Eateries, Inc. dba Old Town Pizza

Reese Browning, President



Renter: Old Town Pizza Date: February 22, 2021

Addendum #2 to Contract 20-101

The Lessee (Old Town Pizza) and Lessor (20th District Agricultural Association) have agreed to change the beginning and end dates of contract 20-101. The new dates will be as listed below.

March 1, 2021 to February 28, 2026.

Payment of rent shall remain the same as described in Contract 20-101. All other terms and conditions will still apply.

Agreed to by:

Don Ales, CEO

Gold Country Fairgrounds &

Event Center

Reese Browning, President BBC Family Eateries, Inc. dba

Old Town Pizza



BBC Family Eateries, Inc. dba Old Town Pizza 120 N. McDaniel Drive Auburn, CA 95603

07/27/2023

Gold Country Fair Attn: Don Ales, CEO 1273 High Street Auburn, CA 95603

Regarding: Request for Reimbursement of Loss of Revenue

In light of the discussion that took place at the Tenant Meeting between Old Town Pizza and the Gold Country Fair regarding the closure of Old Town Pizza's restaurant located inside of the Gold Country Fairgrounds during the Dry Diggins Concert and Set-up days August 22^{nd} through August 28^{th} , 2023, we are hereby requesting compensation for the loss of revenue. The demand that we shut down our business is a breach of contract of the lease agreement no. 20-101 dated November 12^{th} , 2020. Our estimated loss of revenue for that time period is \$20,231.00 based on the average of the last nine weeks of sales. The nine weeks were chosen specifically to not include the week containing the 4^{th} of July, which is typically one of our highest sales days of the year.

Therefore, we are requesting compensation in the amount of \$20,231.00 for the forced closure of our Old Town Pizza Pavilion restaurant for the period of August 22nd through August 28th, 2023. Please respond to this request by July 31st, 2023 to avoid any further action.

Sincerely,

Dawn Cederlund, CEO

Old Town Pizza



Don Ales <ceo@goldcountryfair.com>

Old Town Pizza

1 message

Baghdassarian, Haig

Wed, Aug 16, 2023 at 2:18 PM

To: "DAAChair20@CDFA" <sandmanranch@gmail.com> Cc: "DAA20@CDFA" < CEO@goldcountryfair.com>

Dear Chairman Sands,

I understand that the proprietor of Old Town Pizza may not be satisfied with what's been communicated by Don Ales, and would like to communicate directly with CDFA legal regarding the Dry Diggings event.

Perhaps they believe that they'll get a different response from us, but that is not likely to happen. Ultimately, we would rely on your position regarding the financial, safety and other considerations with respect to the decision that OTP shut down their operations during the event.

Under certain circumstances, particularly if the third-party has retained legal counsel, we would be glad join the CEO or board chair, as appropriate, for meetings with third parties. That doesn't seem to be the case here, so unless OTP indicates that they are represented by legal counsel, our recommendation is for Don to continue communicating with them as he has thus far.

Please let me know if you have any questions or if we can assist in any other way.

Sincerely, Haig

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