



## **NOTICE OF MEETING**

**22<sup>nd</sup> District Agricultural Association Board of Directors  
September 15, 2026 at 9:30 a.m.**

### **Boardroom**

Del Mar Fairgrounds  
2260 Jimmy Durante Boulevard  
Del Mar, California 92014

*While the 22nd District Agricultural Association Board of Director's meeting will be conducted in person, per Government Code section 11133, the 22nd DAA will also provide for remote participation by Board members and members of the public. If you prefer to participate remotely, please check the 22nd DAA's website ([Public Information](#)) for the Zoom link and/or Zoom dial-in instructions on how to participate and/or view this meeting.*

### **OUR PURPOSE**

We are a timeless community treasure where all can flourish, connect, and interact through year-round exceptional experiences.

### **OUR MISSION**

We connect our community through shared interests, diverse experiences, and service to one another in an inclusive, accessible, and safe place with an emphasis on **entertainment, recreation, agriculture, and education.**

### **22nd DAA BOARD OF DIRECTORS**

Sam Nejabat, Chair  
Lisa Barkett, Vice Chair  
Mark Arabo, Director  
Phil Blair, Director  
Donna DeBerry, Director  
Kathlyn Mead, Director  
Ted Miyahara, Director  
Elsa Morales-Roth, Director  
Frederick Schenk, Director

#### **Secretary-Manager**

Becky Bartling  
Chief Executive Officer

#### **22nd DAA Counsel**

Joshua Caplan  
Office of the California Attorney General

## **OUR GOALS**

### **THE LENS**

Treat the campuses of the fairgrounds as one ecosystem where all activities are complementary and aligned with the purpose, mission, vision and values of the 22nd DAA and the Del Mar Fairgrounds.

### **BUSINESS PLAN**

Acknowledging the short-term need to plan for fiscal recovery and stabilization, create a 5-to-10-year business plan that rebuilds a strong financial base, contemplates new business activities and partnerships, provides program accessibility, and leads to a thriving Del Mar Fairgrounds.

### **MASTER PLAN**

Create an environmentally and fiscally responsible land use plan for the Del Mar Fairgrounds, aligning with purpose, mission, vision, and values of the organization.

### **COMMUNITY ENGAGEMENT**

Incorporate community engagement within the Business Plan and Master Plan processes to enhance understanding and expand opportunities.

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Persons wishing to attend the meeting and who may require special accommodations pursuant to the provisions of the Americans with Disabilities Act are requested to contact the office of the Chief Executive Officer, (858) 755-1161, at least five working days prior to the meeting to ensure proper arrangements can be made.

Items listed on this Agenda may be considered in any order, at the discretion of the chairperson. This Agenda, and all notices required by the California Bagley-Keene Open Meeting Act, are available at [www.delmarfairgrounds.com/](http://www.delmarfairgrounds.com/). Public comments on agenda items will be accepted during the meeting as items are addressed.



22<sup>nd</sup> District Agricultural Association Board of Directors  
**MEETING AGENDA**  
September 15, 2026 at 9:30 a.m.

1. **CALL TO ORDER** – CHAIR SAM NEJABAT

All matters noticed on this agenda, in any category, **may be considered for action as listed**. Any items not so noticed may not be considered. Items listed on this agenda may be considered in any order, at the discretion of the Board Chair.

2. **ROLL CALL**

3. **PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA**

This item is for public comment on issues **NOT** on the current agenda. No debate by the Board shall be permitted on such public comments and no action will be taken on such public comment items at this time, as law requires formal public notice prior to any action on a docket item. Speaker's time is limited to **two** minutes and may be modified based on the number of public speakers. No speaker may cede their time to another speaker.

4. **CONSENT CALENDAR** [Action Item]

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

- **Minutes, Regular Meeting – August 18, 2026** 6-12
- **Contract Awards & Approvals** 13-21

**Standard Agreements**

| Contract | Contractor             | Purpose                                                  | Term                  | Not to Exceed |
|----------|------------------------|----------------------------------------------------------|-----------------------|---------------|
| 26-027   | Versa Music Group, LLC | Talent booking & contracting services for the Grandstand | 9/16/2026 - 9/15/2027 | \$157,000.00  |

**2026 San Diego County Fair Judging Agreements**

| Contract | Judge Name     | Purpose   | Not to Exceed |
|----------|----------------|-----------|---------------|
| 26-525   | Brooke Muscat  | Livestock | \$100.00      |
| 26-527   | Shannon Deskin | Livestock | \$100.00      |

|    |                                                                                                                                  |        |
|----|----------------------------------------------------------------------------------------------------------------------------------|--------|
| 5. | <b><u>CEO REPORT</u></b> – CEO Becky Bartling [Information Items]                                                                |        |
|    | • <del>Presentation by the Don Diego Scholarship Foundation</del>                                                                |        |
|    | • <b>Operational Announcements</b>                                                                                               |        |
|    | ○ Presentation by Matt Clay on upgrades at Del Mar Golf Center                                                                   |        |
|    | ○ Upcoming events schedule                                                                                                       | 22-25  |
|    | • <b>Construction Projects &amp; Facilities Updates</b>                                                                          |        |
|    | • <b>Industry News &amp; Updates</b>                                                                                             |        |
| 6. | <b><u>GENERAL BUSINESS</u></b>                                                                                                   |        |
| A. | <del><b>Master Site Planning Committee Report</b> – Sam Nejabat, Chair</del>                                                     |        |
|    | <del>1. Staff report and presentation by SANDAG on special events train platform project [Information Item]</del>                |        |
| B. | <b>Executive Committee Report</b> – Sam Nejabat, Chair                                                                           | Verbal |
|    | 1. Discussion and vote regarding creation of a second Vice Chair of the Board [Action Item]                                      |        |
| C. | <b>Nominating Committee Report</b> – Lisa Barkett, Chair                                                                         | Verbal |
|    | 1. Discussion regarding process for Board officer elections in November [Information Item]                                       |        |
| D. | <b>Finance Committee Report</b> – Phil Blair, Chair                                                                              | 26-35  |
|    | 1. Recap of committee meeting held on September 9 [Information Item]                                                             |        |
|    | 2. Discussion of SB 84 Supplemental Payment Obligations – Repayment Process [Information Item]                                   | 36-40  |
| E. | <b>Audit &amp; Governance Committee Report</b> – Elsa Morales-Roth, Chair                                                        |        |
|    | 1. Recap of committee meeting held on August 27 [Information Item]                                                               |        |
|    | 2. Review of the 22nd DAA Ticket Policy [Information Item]                                                                       | 41-46  |
|    | 3. Discussion and vote to hold committee meetings during the second week after the full Board of Directors meeting [Action Item] | 47     |
| F. | <b>DMTC Liaison Committee</b> – Mark Arabo, Chair                                                                                | Verbal |
|    | 1. Update from Josh Rubinstein on the 2026 Summer Race Meet [Information Item]                                                   |        |
| G. | <b>SRTLC &amp; RTA Meetings Report</b> – Kathlyn Mead, RTA President                                                             | Verbal |
|    | 1. Recap of State Race Track Leasing Commission and Del Mar Race Track Authority meetings on August 28 [Information Item]        |        |
| H. | <b>Emergency Preparedness Committee Report</b> – Lisa Barkett, Chair                                                             | 48-49  |
|    | 1. Recap of committee meeting held on September 9 [Information Item]                                                             |        |
| I. | <b>Fair Operations Committee Report</b> – Kathlyn Mead, Chair                                                                    | 50-52  |
|    | 1. Recap of committee meeting held on August 28 [Information Item]                                                               |        |
|    | 2. Presentation of San Diego County Fair guest survey results [Information Item]                                                 |        |
|    | 3. Discussion and vote on 2027 Fair date amendment [Action Item]                                                                 | 51     |
| 7. | <b><u>MATTERS OF INFORMATION &amp; DIRECTORS' REQUESTS</u></b>                                                                   | 53-61  |
|    | • <b>Correspondence</b>                                                                                                          | 62-88  |
|    | • <b>Updated Board Committee Assignments</b>                                                                                     | 89-93  |
|    | • <b>Review of Contracts Executed per CEO / COO Delegation of Authority</b>                                                      |        |
|    | ○ None                                                                                                                           |        |

8. **CLOSED EXECUTIVE SESSION (NOT OPEN TO THE PUBLIC)**

Pursuant to the authority of Government Code section 11126(a), (b), and (e) the Board of Directors will meet in closed executive sessions. The purpose of these executive sessions is:

- A. To confer with and receive advice from legal counsel regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, there is significant exposure to litigation against the 22nd DAA. (Govt. Code, § 11126, subd. (e).)
- B. To confer with and receive advice from legal counsel regarding potential litigation involving the 22nd DAA. Based on existing facts and circumstances, the Board will decide whether to initiate litigation. (Govt. Code, § 11126, subd. (e).)
- C. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party. Melinda Carmichael v. 22nd District Agricultural Association, et. al., San Diego County Superior Court, Case No. 25-CU-047040C.
- D. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party, Brad Oates v. 22nd District Agricultural Association, San Diego County Superior Court, Case No. 26CU021197C.
- E. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party, April Johnson v. 22nd District Agricultural Association, et al., San Diego County Superior Court, Case No. 26CU032225C.
- F. To confer with counsel, discuss, and consider the following pending litigation to which the 22nd DAA is a party, Christopher Langer v. 22nd District Agricultural Association, et al., San Diego County Superior Court, Case No. 26CU043127C.
- G. Personnel: The Board will meet in closed session to consider those items authorized under Section 11126 of the Government Code, including but not limited to the evaluation of performance of the CEO. (Gov. Code, § 11126, subd. (a).)

9. **RECONVENE TO OPEN SESSION**

Report on actions, if any, taken by the Board in closed executive session.

10. **ADJOURNMENT**



**22<sup>nd</sup> DISTRICT AGRICULTURAL ASSOCIATION  
Board of Directors Meeting**

Del Mar Fairgrounds  
2260 Jimmy Durante Boulevard  
Del Mar, CA 92014

**August 18, 2026**

**MINUTES**

*The following minutes are a summary of the Board action and proceedings. For a full transcript please click on the link below or visit the delmarfairgrounds.com website:*

<https://www.delmarfairgrounds.com/p/public-information1>

**OFFICERS PRESENT**

Sam Nejabat, Chair  
Lisa Barkett, Vice Chair

**DIRECTORS PRESENT**

Mark Arabo  
Phil Blair  
Donna DeBerry  
Kathlyn Mead  
Ted Miyahara  
Elsa Morales-Roth  
Frederick Schenk

**OTHERS PRESENT**

Joshua Caplan, Deputy Attorney General (Counsel)  
Becky Bartling, Chief Executive Officer (CEO)  
Katie Mueller, Chief Operations Officer (COO)

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**CALL TO ORDER**

Chair Nejabat called the meeting to order at 9:34 a.m. and announced that Item 8-A-1 and 8-D-2 would be tabled to a future meeting. Additionally, the update on the Governors Hall plaque dedication was moved from the CEO Update to the DMTC Liaison Committee Report.

**ROLL CALL**

Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Mead, Miyahara, Morales-Roth, and Schenk were all present.

**PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA** (see pages 6-25 of transcript)

Shane Harris, Daisy Dominguez, Lilly, Dominic Palmieri, Nathan Marcus, Martha Sullivan, Jane Cartmill, Stephen Vartanian, Nathan Janousek, Ryann Newman, Lynn Freudenberg

**RECESS TO CLOSED EXECUTIVE SESSION**

The Board recessed to Closed Executive Session at 9:57 a.m.

### **RECONVENE TO OPEN SESSION**

The Board reconvened to Open Session at 10:37 p.m. Chair Nejabat stated that the District Board of Directors considered the advice of Counsel on the items listed on the Closed Session portion of the agenda and has nothing to report.

### **CONSENT CALENDAR**

The Consent Calendar items can be found on pages 9-14 of the meeting packet.

PUBLIC COMMENT ON CONSENT CALENDAR (see page 27-29 of transcript)  
Martha Sullivan, Jane Cartmill, Lynn Freudenberg

Director Blair moved to approve the Consent Calendar. Director Arabo seconded the motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Mead, Miyahara, Morales-Roth, and Schenk all voted in favor. Director Blair abstained on voting on the June 9 meeting minutes, since he was not in attendance. The Consent Calendar was approved 9-0.

### **CEO REPORT**

Chair Nejabat reminded the Board that the Governors Hall plaque dedication would be addressed under Item 8-F, the DMTC Liaison Committee Report under General Business.

- Don Diego Scholarship Foundation Executive Director Ashley McCaughan presented a recap of the June 10 gala, and highlighted some of this year's scholarship recipients. More than \$126,000 was raised at the gala this year, and 175 people attended.
- CEO Bartling previewed events taking place at the Fairgrounds over the coming months.
- District Marketing Director Jennifer Hellman was honored as a "2026 Indispensables" winner by the San Diego Business Journal.
- The District is not moving forward with plans to relocate staff offices to the Surfside Race Place building, and will reallocate the funds.
- The District is working to replace HVAC systems in the DMTC and Legends offices, as well as in the Grandstand electrical room.
- An elevator assessment has been conducted, and an update will be provided to the Board once results have been received.

PUBLIC COMMENT ON CEO REPORT (see pages 45-46 of transcript)  
Martha Sullivan

CEO Bartling announced that the September Board of Directors meeting was moved from the 8th to the 15th.

### **GENERAL BUSINESS**

Chair Nejabat reminded the Board that Item 8-A-1, consideration and vote on whether to approve an interagency agreement with the California Department of Food and Agriculture for legal services in the amount of \$150,000 annually, had been postponed to a future meeting.

Item 8-A-2: Discussion and vote on whether to adjust the terms of Board officers to align with the calendar year

Chair Nejabat referred to the report on page 41 of the meeting packet.

PUBLIC COMMENT ON ITEM 8-A-2 (see page 47 of transcript)

None

Director Mead moved to approve changing the Board officers' terms to coincide with the calendar year, with elections taking place in November or December and terms beginning on January 1. Director Arabo seconded the motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Mead, Miyahara, Morales-Roth, and Schenk all voted in favor. The motion was approved 9-0.

Item 8-B: Finance Committee Report

Chair Nejabat referred to the reports on pages 42-52 of the meeting packet.

Committee Chair Arabo requested to take up Item 8-B-2 before 8-B-1.

Item 8-B-2: Discussion and vote on whether to approve an additional \$27,767.00 monthly in labor costs to support new needed positions and adjustments in position responsibilities

CEO Bartling explained that the number of year-round District employees dropped from about 170 people before COVID to about 65 today, and new positions are crucially needed to support staff and operations. Additionally, some current employees will be promoted to positions more aligned with their responsibilities. Several positions that were budgeted but unnecessary have been eliminated, providing some payroll savings.

PUBLIC COMMENT ON ITEM 8-B-2 (see pages 79-80 of transcript)

None

Director Blair moved to approve an additional \$27,767.00 monthly in labor costs to support new needed positions and adjustments in position responsibilities. Vice Chair Barkett seconded the motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Miyahara, Morales-Roth, and Schenk voted in favor. Director Mead voted in opposition. The motion was approved 8-1.

Item 8-B-1: Recap of committee meetings held on June 25 and August 3

Committee Chair Arabo distributed handouts showing Fair concessions revenue and rent information. Overall Fair revenue was about \$6 million less than budgeted. The Committee is discussing options to maximize attendance and revenue, including charging higher rent at premium vendor locations and examining service contracts over \$500,000 to identify opportunities to save money.

PUBLIC COMMENT ON ITEM 8-B-1 (see pages 101-118 of transcript)

Carmel Dyer-Pittroff, Charlie Boghosian, Nathan Marcus, Dominic Palmieri, Stephen Vartanian, Nathan Janousek, Ryann Newman

Item 8-C-1: Audit & Governance Committee Report

Committee Chair Morales-Roth reported that the District has selected LSL to conduct an audit of the District, State Race Track Leasing Commission, and Del Mar Race Track Authority. The Committee is also working to develop a formal strategic plan for the Board, as well as reviewing existing Board policies. Recommendations will be presented to the Board at a future meeting.

PUBLIC COMMENT ON ITEM 8-C-1 (see page 120 of transcript)

None

The Board recessed for a break at 12:20 p.m. The meeting resumed at 12:42 p.m.

Item 8-D: Master Site Planning Committee Report

Chair Nejabat reminded the Board that Item 8-D-2, the staff report on the special events train platform project, had been postponed to a future meeting.

Item 8-D-1: Presentation by Bodewell Group regarding finalization of the Technical Advisory Coalition (TAC) and recommendations for the next phase of the master plan timeline

Bodewell Group Senior Director Zach MacQuarrie recapped the work completed so far on outreach and gathering public input on the master site plan, and shared the list of 12 technical experts comprising the Technical Advisory Coalition (TAC). The TAC will advise the District on CEQA requirements, including geotechnical, building design, and environmental constraints. Bodewell distributed a Public Outreach report, found on pages 53-84 of the online meeting packet, and a Key Opinion Leader Audit report, found on pages 85-191.

PUBLIC COMMENT ON ITEM 8-D-1 (see pages 150-153 of transcript)

Carla Hayes, Martha Sullivan

Item 8-D-3: Staff report on the Affordable Housing Site Due Diligence and Development and Feasibility Analysis Agreement (previously called the Exclusive Negotiating Rights Agreement)

Director Arabo voluntarily recused himself from the discussion and vote on the ENRA, and was not present in the room for Items 8-D-3, 8-D-4, and 8-D-5.

CEO Bartling provided a timeline of affordable housing discussions between the District and the City of Del Mar.

PUBLIC COMMENT ON ITEM 8-D-3 (see pages 159-167 of transcript)

Tracy Martinez, Karen Brindley, Don Mosier, Lesa Heebner, Alex Goodman

Item 8-D-4: Staff recommendation regarding potential affordable housing site at RV park site east of Jimmy Durante Blvd

District staff recommended that the City of Del Mar continue conversations with the City of San Diego about exploring potential affordable housing options at the Surf and Turf RV Park site, known as Site 4, east of Jimmy Durante Boulevard. Any plans must include relocating the RV park to a similar location with in-kind replacement of existing utilities for water, sewer and electrical, along with adding new amenities.

PUBLIC COMMENT ON ITEM 8-D-4 (see pages 175-177 of transcript)  
Laura DeMarco, Karen Brindley

Item 8-D-5: Discussion and vote on whether and/or how to proceed with the Affordable Housing Site Due Diligence and Development and Feasibility Analysis Agreement (previously called the Exclusive Negotiating Rights Agreement), including possible affordable housing site location alternatives east of Jimmy Durante Blvd

Director Blair moved to proceed with the Affordable Housing Site Due Diligence and Development and Feasibility Analysis Agreement for Site 4, including possible affordable housing and/or senior housing alternatives east of Jimmy Durante Boulevard. Director Schenk seconded the motion. Vice Chair Barkett and Directors Blair and Schenk voted in favor. Chair Nejabat and Directors DeBerry, Mead, Miyahara, and Morales-Roth voted in opposition. The motion failed 3-5.

Director Miyara made a new motion to terminate the Affordable Housing Site Due Diligence and Development and Feasibility Analysis Agreement with the City of Del Mar. Director Mead seconded the motion.

PUBLIC COMMENT ON ITEM 8-D-5 (see pages 222-230 of transcript)  
Tracy Martinez, Lesa Heebner, John Spelich, Laura DeMarco, Karen Brindley

Chair Nejabat and Directors DeBerry, Mead, Miyahara, and Morales-Roth voted in favor. Vice Chair Barkett and Directors Blair and Schenk voted in opposition. The motion was approved 5-3.

Item 8-E: People & Culture Committee Report

Committee Chair Mead recapped the committee meeting on July 16, where topics included setting CEO goals and assessing the impact of the current Board committees.

PUBLIC COMMENT ON ITEM 8-E (see page 234 of transcript)  
None

The Board recessed for a short break at 2:48 p.m. The meeting resumed at 2:58 p.m. and Director Arabo returned to the meeting at that time.

Item 8-F: DMTC Liaison Committee Report

Chair Nejabat referred to the report on pages 197-201 of the meeting packet, and reminded the Board that the Governors Hall plaque would be discussed during the DMTC Liaison Committee report. Items 8-F-2 and 8-F-3 were taken out of order.

Committee Chair Arabo reported that more than 800 people attended the after party concert at the Sound following Opening Day of the DMTC summer race meet. The Board voiced their support for planning a similar event in coming years.

Item 8-F-3: Update from DMTC on summer race meet

DMTC President and COO Josh Rubinstein shared that the first half of the summer meet has produced strong results, with a sellout on Opening Day and an increase in wagering. The average field size is 8.6 horses per race, which leads the industry. Between 2000 and 2025, horse racing in Del Mar provided more than \$544 million to the state of California.

PUBLIC COMMENT ON ITEM 8-F-3 (see pages 253-257 of transcript)

Laura DeMarco, Martha Sullivan, Jane Cartmill

Item 8-F-2: Discussion and vote on like-for-like replacement of Infield video board versus designing and constructing a new structure

PUBLIC COMMENT ON ITEM 8-F-3 (see pages 258-263 of transcript)

Martha Sullivan, Jane Cartmill, Lynn Freudenberg

Director Arabo moved to approve a like-for-like replacement of the Infield video board versus designing and constructing a new structure. Director Mead seconded the motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Mead, Miyahara, Morales-Roth, and Schenk all voted in favor. The motion was approved 9-0.

Item 8-G: Food & Beverage Committee Report

Committee Chair Barkett referred to the financial report on page 49 of the meeting packet and explained that while net profit was down in the spring, that is typical for the pre-Fair period, and is a smaller net loss than the previous year. The Committee plans to issue an RFP in the next week or so to secure a food and beverage consultant.

PUBLIC COMMENT ON ITEM 8-G (see page 276 of transcript)

None

Item 8-H: Fair Operations Committee Report

Chair Nejabat referred to the report on page 202 of the meeting packet.

Item 8-H-1: Recap of committee meeting held on August 5

Committee Chair Mead reported that topics at the August 5 meeting included reviewing the Fair wrap-up presentation for the Board, plans for the annual staff Fair Debrief, the process for booking Grandstand entertainment, and the possibility of adding more Fair dates in 2027.

Item 8-H-2: 2026 San Diego County Fair wrap-up presentation

COO Mueller presented highlights from the 2026 Fair, including attendance and concert numbers, successful promotions, new exhibits and attractions, and community participation.

PUBLIC COMMENT ON ITEM 8-H (see pages 305-306 of transcript)

None

**Item 8-I: Emergency Preparedness Committee Report**

Committee Chair Barkett recapped the August 5 meeting, where the Committee discussed conducting an inventory of supplies on site; adding an emergency page to the Del Mar Fairgrounds website to provide evacuation forms and information; and reestablishing the First 50 volunteer program. In attendance was an expert from the San Diego Humane Society, and in September the meeting will be expanded to include a volunteer first responder, an equine veterinarian, several area fire chiefs, the San Diego County Department of Animal Services, and the San Diego County Office of Emergency Services.

**PUBLIC COMMENT ON ITEM 8-I (see page 314 of transcript)**

None

**Item 8-J: Regulatory & Governmental Affairs Committee Report**

Committee Chair Miyahara reported that the Committee met on August 14 to discuss establishing strategic partnerships with elected officials and public agencies to strengthen collaboration and relationships.

**PUBLIC COMMENT ON ITEM 8-J (see pages 317-318 of transcript)**

Laura DeMarco

**MATTERS OF INFORMATION & DIRECTORS' REQUESTS**

Vice Chair Barkett requested that the Audit & Governance Committee look into California Government Code 11020 regarding office hours for state agencies. Director Arabo suggested that the Committee consider establishing an email policy.

Director Arabo requested that the DMTC Liaison Committee study the possibility of a historic designation for the race track.

Correspondence can be found on pages 205-234 of the meeting packet. The updated list of Board committee assignments can be found on pages 235-240 of the meeting packet. Contracts executed per the CEO's delegated authority can be found on pages 241-242 of the meeting packet.

**ADJOURNMENT**

There being no further business to discuss, Chair Nejabat adjourned the meeting at 4:32 p.m.

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Becky Bartling  
Chief Executive Officer

## Item 4: Consent Calendar - Contract Awards & Approvals

September 15, 2026

### Expense Contracts

| Standard Agreements up to \$50,000 |                                                                                        |                                   |                                          |                                       |
|------------------------------------|----------------------------------------------------------------------------------------|-----------------------------------|------------------------------------------|---------------------------------------|
| <b>Contract:</b><br>26-027         | <b>Contractor:</b><br>Versa Music Group, LLC                                           | <b>Acquisition Method:</b><br>RFP | <b>Term:</b><br>9/16/2026 -<br>9/15/2027 | <b>Not to Exceed:</b><br>\$157,000.00 |
|                                    | <b>Purpose:</b> To provide talent booking and contracting services for the Grandstand. |                                   |                                          |                                       |

| 2026 San Diego County Fair Judging Agreements |                |           |               |
|-----------------------------------------------|----------------|-----------|---------------|
| Contract                                      | Judge Name     | Purpose   | Not to Exceed |
| 26-524                                        | Brooke Muscat  | Livestock | \$100.00      |
| 26-527                                        | Shannon Deskin | Livestock | \$100.00      |

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-027

GL ACCOUNT NUMBER (If Applicable)

GL#: 600100-40

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

22nd District Agricultural Association (District) / Del Mar Fairgrounds (Fairgrounds)

CONTRACTOR NAME

Versa Music Group, LLC

2. The term of this Agreement is:

START DATE

September 16, 2026

THROUGH END DATE

September 15, 2027

3. The maximum amount of this Agreement is:

\$157,000.00

One Hundred Fifty Seven Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits                   | Title                                        | Pages |
|----------------------------|----------------------------------------------|-------|
| Exhibit A                  | Scope of Work                                | 7     |
| Exhibit A,<br>Attachment I | Technical Proposal                           | 16    |
| Exhibit B                  | Budget Detail and Payment Provisions         | 2     |
| Exhibit B,<br>Attachment I | Price Tables                                 | 2     |
| Exhibit C                  | General Terms and Conditions                 | 5     |
| Exhibit D                  | Special Terms & Conditions                   | 5     |
| Exhibit D,<br>Attachment I | Insurance Requirements                       | 4     |
| Exhibit E                  | Preventing Storm Water Pollution (Rev. 2023) | 2     |
| Exhibit F                  | 22nd DAA Resource Conservation Policy        | 1     |
| Exhibit G                  | House Rider                                  | 4     |

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Versa Music Group, LLC

CONTRACTOR BUSINESS ADDRESS

4724 Poe Ave

CITY

Woodland Hills

STATE

CA

ZIP

91364

PRINTED NAME OF PERSON SIGNING

Toby Benson

TITLE

Co-Founder

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

## EXHIBIT A SCOPE OF WORK

### A. SERVICES OVERVIEW

1. This Agreement is the result of a competitive solicitation that is incorporated by reference and made part of this Agreement.
2. The contract term shall be for one (1) year with the possibility of two (2) two-year options to renew. The contract is subject to annual evaluation and certification that the contractor has met all contract requirements. The District may decide, in its sole and absolute discretion, whether to exercise any contract option under the contract.
3. Versa Music Group, LLC, hereinafter referred to as the Contractor, shall provide to the 22nd District Agricultural Association, herein after referred to as District, non-exclusive full-service talent booking and contracting services for the San Diego County Fair.
4. At the direction of District Management, Contractor shall perform talent booking, entertainment procurement, contract administration, negotiation, coordination, and related support services for the Grandstand Stage at the annual San Diego County Fair in accordance with the specifications set forth herein.
5. The anticipated Fair dates for the 2027 San Diego County Fair are estimated to be June 9, 2027 through July 4, 2027. Future Fair dates for subsequent years are anticipated to occur within a similar time frame.

The Project Representatives during the term of this Agreement will be:

|                                                            |                                                    |
|------------------------------------------------------------|----------------------------------------------------|
| 22 <sup>nd</sup> District Agricultural Association         | Versa Music Group, LLC                             |
| Name: Henry Rivera                                         | Name: Toby Benson, Co-Founder, Senior Executive    |
| Address: 2260 Jimmy Durante Boulevard<br>Del Mar, CA 92014 | Address: 4724 Poe Ave,<br>Woodland Hills, CA 91364 |
| Phone: 858-755-1161 Ext 4281                               | Phone: 760-707-6312                                |
| e-mail: hrivera@sdfair.com                                 | e-mail: toby@versa.la                              |

*The parties may change their Project Representative upon providing ten (10) business days written notice to the other party. Said changes shall not require an Amendment to this Agreement.*

### B. GENERAL REQUIREMENTS

Contractor shall provide professional entertainment booking, negotiation, contracting, and related consulting services for District in support of the San Diego County Fair Grandstand stage programming. The Contractor shall have demonstrated experience in talent procurement, contract negotiation, entertainment industry practices, and live event coordination.

Contractor shall act in a professional capacity as a liaison between the District and talent agents, artists, and entertainment representatives. All services shall be performed in compliance with District policies, applicable laws, and industry standards. Contractor shall

**EXHIBIT A  
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exercise sound judgment, maintain confidentiality, and ensure all engagements are conducted in the best interest of the District.

Contractor shall be available during planning, contracting, and on-site operational periods of the San Diego County Fair and shall provide sufficient staffing and resources to meet all contract requirements without additional cost to the District, including overtime.

This contract is non-exclusive. District reserves the right to procure similar services from other providers at its sole discretion.

**C. SCOPE OF WORK**

District reserves the right to change and/or add any specifications and/or schedules. Upon execution of this Agreement, District acknowledges that it may not, and will not, revoke an offer prior to the offer expiration date. If District cancels the offer or artist's performance at any time prior to the expiration of the offer or artist's rejection of the offer, or any time after artist's acceptance of the offer, District shall be responsible only for reasonable, documented cancellation fees, penalties and damages set forth in the artist's executed agreement, provided such amounts are consistent with industry standards and commercially reasonable efforts to mitigate damages have been made by the artist. This provision shall not apply in the event cancellation is due to force majeure, material breach by the artist or artist's representative, or if information becomes known that the artist's performance is not appropriate for the Fair's programming standards or does not fit within the genre of entertainment that is appropriate for a diverse Fair audience, as reasonably determined by the District.

1. The annual San Diego County Fair layout is subject to change from year to year.
2. This contract is non-exclusive. District reserves the right, in its sole and absolute discretion, to procure talent booking and contracting services from other sources as deemed necessary, including but not limited to Hispanic programming and The Sound programming.
3. This contract is for talent booking and contracting services for the Grandstand stage.
4. Upon contract award, Contractor shall promptly begin providing talent booking and contracting services.
5. Contractor is expected to be on-site daily from approximately the time the performer or performer representatives and/or staff arrive through the completion of the performance.
6. District will provide a list of personnel who are authorized to request services and/or provide directions to Contractor. Contractor shall not accept instructions from or convey information to anyone not listed.
7. Contractor personnel shall have the capacity to work efficiently and in a collaborative manner with a multi-disciplined team including District staff and production contractors, under the direction of the Production Director, to secure, promote, and stage live acts on the Grandstand Stage during the San Diego County Fair.

**EXHIBIT A  
SCOPE OF WORK**

8. Contractor shall have excellent administrative skills and the ability to negotiate complete business deals with all points clearly defined and incorporated into the performance contracts.
9. Contractor will work with District to create and route all Grandstand talent contracts and guarantees for required signatures and approvals.
10. Contractor shall have the ability to accept, work toward, and meet reasonable deadlines.
11. Contractor shall provide all support staff necessary to successfully fulfill contract responsibilities.
12. District will not be responsible for overtime charges. Contractor shall deploy sufficient labor resources to fulfill all requirements. Contractor services performed outside of “regular” business hours or on Saturdays or Sundays shall not result in additional charges of overtime to District. There will be no exceptions.
13. Contractor shall not engage in any activity or relationship with any artist agency that creates or reasonably appears to create a conflict of interest that may influence negotiations, booking decisions, or financial arrangements.

**D. WORK TO BE PERFORMED**

Contractor shall provide continuous, reasonable consulting services related to all aspects of the San Diego County Fair’s Grandstand entertainment program. Contractor shall coordinate with District management and perform the Scope of Work described herein, including but not limited to the following:

1. Contractor shall establish, develop, and maintain relationships with talent agents, artists, and artists’ representatives. Contractor shall remain informed of industry trends, market conditions, and standard entertainment practices.
2. Contractor shall negotiate, manage, and procure professional entertainment appearing on the Grandstand Stage at the annual San Diego County Fair for the term of the agreement, excluding all Hispanic programming and The Sound programming.
3. Contractor shall work with District staff each year to develop programming goals, strategies, and budget parameters for the following year’s entertainment lineup. Programming may vary annually based on District needs and budget availability.
4. Contractor shall serve as District’s primary negotiator with talent agents. Responsibilities include making best efforts to secure favorable terms for District, developing complete deal points outlining all terms of engagement, and preparing performance contracts for execution.
5. Contractor shall negotiate performance agreements in good faith consistent with District objectives and Fair programming needs.

**E. ENTERTAINMENT BUDGET DEVELOPMENT AND ADMINISTRATION**

## **EXHIBIT A SCOPE OF WORK**

1. Contractor shall prepare and manage entertainment-related budgets and, as needed, develop profit and loss estimates for individual performances under consideration.
2. Contractor shall assist District management in developing annual artist and production expense budgets for the Grandstand Stage and provide periodic updates on contract status and industry trends.
3. Contractor shall advise District management on artist selection within established budget limitations.
4. Contractor shall operate strictly within District-approved entertainment budget parameters, and negotiate the lowest fee associated with artists performing in similar geographical areas.

### **F. ENTERTAINMENT PROGRAMMING**

1. Contractor shall maintain knowledge of the San Diego County Fair audience demographics and apply this understanding to programming decisions.
2. Contractor shall collaborate with District management to develop booking strategies aligned with venue size, genre mix, and overall Fair programming goals.
3. Contractor shall provide research, market data, talent availability, and professional recommendations to support programming decisions. Final approval of offers shall rest with District management.
4. Contractor shall develop performance offers based on budget, market conditions, performance history, and direction from District management.
5. Contractor shall maintain a booking status calendar and provide regular updates to designated District personnel, including Finance, Production, and Executive leadership.

### **G. ENTERTAINMENT CONTRACTS ADMINISTRATION**

1. Contractor shall prepare, review, and administer all entertainment contracts and artist riders, ensuring compliance with District policies and limitations.
2. Contractor shall prepare standard contract addenda for inclusion in all artist agreements. Contractor shall track contract execution and ensure timely routing for signatures.
3. Contractor shall serve as liaison with artist representatives for all contract-related matters, including marketing, box office coordination, and production coordination prior to and on the day of performance.
4. Contractor shall obtain all required State of California documentation prior to scheduled performances.
5. Contractor shall ensure all contracts are fully executed no less than thirty (30) days prior to the scheduled performance date.

## **EXHIBIT A SCOPE OF WORK**

6. Timely execution of contracts is considered a material requirement of this Agreement. If Contractor fails to meet this requirement, the District may, at its sole discretion, apply a service credit or reduce the Contractor's service fees related to the affected services, or withhold a portion of payment until compliance is achieved. The amount of any adjustment may be based on the severity and frequency of the delay, including but not limited to administrative impact, risk exposure, and additional staff resources required to resolve the delay. Repeated failure to meet contract execution deadlines may also be considered a material breach and may result in reassignment of booking responsibilities, suspension of services, or termination of the Agreement.
7. If the artist, its agency or its representative, cancels the performance after the contract has been fully executed, the artist shall be responsible for any and all reasonable, documented costs incurred by the District as a result of such cancellation, including but not limited to administrative expenses, marketing costs, and any non-recoverable deposits or commitments made in reliance on the agreement. District shall also have the right to pursue replacement programming or mitigation of damages, and the artist shall remain liable for any unrecovered, and reasonable cancellation fees.

### **H. MARKETING SUPPORT**

1. Contractor shall provide accurate and timely performance details to District, including, but not limited to, artist billing, show date and time, lineup, supporting acts, performance order, and any artist-approved marketing or publicity restrictions.
2. Contractor shall reasonably assist in facilitating communication between District and artist representatives to obtain necessary approvals for announcements, advertising, marketing, and promotions, and shall use commercially reasonable efforts to ensure each artist promotes the performance on the artist's official website calendar, social media channels, and other appropriate promotional outlets.
3. Contractor shall provide creative assets necessary, at no additional cost to District, to advertise, market, publicize, and promote each scheduled performance at the San Diego County Fair, including, as applicable, high-resolution photographs, artist biographies, approved performance video, logos, graphics, and performance information. Contractor shall secure all permissions, releases, licenses, and approvals necessary for District to use such materials for advertising, marketing, publicity, public relations, social media, digital, print, broadcast, signage, archival, and related promotional purposes in connection with the San Diego County Fair and the artist's scheduled performance. District's use shall be non-exclusive and royalty-free.

### **I. LIAISON WITH DISTRICT**

1. Contractor shall assist in problem-solving and decision support related to entertainment booking and production matters.
2. Contractor shall attend regular meetings or conference calls as mutually agreed upon to ensure coordination of booking and programming activities.

**EXHIBIT A  
SCOPE OF WORK**

3. Contractor shall keep District management informed of all relevant entertainment-related developments and provide professional industry guidance.
4. Contractor shall coordinate with the Production Director regarding technical requirements including sound, lighting, staging, and backline needs, and obtain quotes for any additional production services requested by artists.
5. Contractor acknowledges that contracts and amendments are not considered fully executed until approved by the District's Board of Directors.
6. District shall provide appropriate staffing at performance locations, including Production Director, stage management, and supporting operational staff as mutually agreed.
7. District shall provide one (1) onsite office space for Contractor use during the San Diego County Fair.
8. District shall provide appropriate facilities, equipment, and support services necessary for event execution, ensuring equipment is in good working order and personnel are experienced and qualified to perform assigned duties.
9. Contractor shall obtain competitive quotes for any additional production services requested by artists that exceed District-provided production elements for review and approval by District management.

**J. CONFLICTS OF INTEREST AND DISCLOSURE**

1. Mandatory Disclosure and Updated Roster. Contractor shall provide the District at the time of execution of the Agreement, and on a rolling basis, a complete and current written list of all artists it directly represents or has a financial interest in, and to update that list promptly whenever new representation relationships are established during the term of the Agreement (the "Disclosed Roster").

As of the date of this Agreement, Contractor has identified the following artists and/or projects to be included on the Disclosed Roster: *Spirit Motel, Dada Life, Stefan Engblom, Olof Corneer, Machine Made and Night Gestalt.*

2. Recusal and Independent Booking Approval. For any artist on the Disclosed Roster, Contractor shall not make any booking recommendation or negotiate the contract terms without prior written approval from the District. Contractor shall recuse itself from the decision-making process for those artists listed on the Disclosed Roster and present the District with at least two or three comparable alternative artist options.
3. Fee and Commission Transparency. Contractor shall disclose, in writing for each booking transaction, all fees, commissions, or other compensation it will receive from any source — including from the artist or the artist's label — in connection with the booking.
4. Prohibition on Undisclosed Financial Arrangements. Contractor shall not accept any payment, rebate, or other financial benefit from an artist, artist agency, or venue in connection with any booking made under the Agreement, unless fully disclosed in advance and approved in writing by the District.

**EXHIBIT A**  
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5. Audit Rights and Recordkeeping. The District shall retain the right to audit all financial records related to bookings, including any commissions or fees paid to or received by the Contractor from third parties, to verify compliance with Exhibit C (4), Audit.
6. Void and Voidable Remedy Clause. Consistent with Government Code § 1092, which provides that every contract made in violation of § 1090 may be avoided, any booking or sub-agreement procured by Contractor in violation of this Exhibit D (18), Conflict of Interest Prohibition is voidable at the District's election, and the Contractor shall be liable for disgorgement of any profits derived from such a transaction.



## Contracted Events – August 2026

| EVENT DATE(S)      |           | EVENT NAME                                 | RENTAL FEE | PARKING  | F & B*   | OTHER   | TOTAL       |
|--------------------|-----------|--------------------------------------------|------------|----------|----------|---------|-------------|
| <b>AUGUST 2026</b> |           |                                            |            |          |          |         |             |
| 7/17/26            | 9/7/26    | Del Mar Thoroughbred Club Summer Race Meet |            |          |          |         |             |
| 8/5/2026           | 8/5/2026  | Modest Mouse – The Sound                   | \$9,853    | \$13,892 | \$42,348 | \$4,780 | \$70,873.00 |
| 8/14/2026          | 8/14/2026 | Yachtley Crew – The Sound                  | \$8,437    | \$6,720  | \$37,493 | \$3,345 | \$55,995.00 |
| 8/15/2026          | 8/15/2026 | The Sword – The Sound                      | \$8,437    | \$8,444  | \$44,767 | \$3,203 | \$64,851.00 |
| 8/20/2026          | 8/20/2026 | Little Stranger – The Sound                | \$8,437    | \$5,492  | \$25,741 | \$2,348 | \$42,018.00 |
| 8/21/2026          | 8/21/2026 | J.B. Smoove – The Sound                    | \$8,437    | \$3,084  | \$9,657  | \$1,398 | \$22,576.00 |
| 8/25/2026          | 8/25/2026 | The Breeders – The Sound                   | \$8,437    | \$6,820  | \$17,626 | \$2,603 | \$35,486.00 |
| 8/28/2026          | 8/28/2026 | Channel Tres – The Sound                   | \$8,437    | \$4,216  | \$25,440 | \$2,670 | \$40,763.00 |

\* Gross to District

## Del Mar Fairgrounds

### Contracted Events as of August 1, 2026

| Move-in          | Event Start | Event End  | Move-out   | Event                             | Location                     |
|------------------|-------------|------------|------------|-----------------------------------|------------------------------|
| <b>August</b>    |             |            |            |                                   |                              |
| 7/17/2026        | 7/17/2026   | 9/7/2026   | 9/7/2026   | Horse Racing                      | Various                      |
| 8/5/2026         | 8/5/2026    | 8/5/2026   | 8/5/2026   | Modest Mouse                      | The Sound                    |
| 8/14/2026        | 8/14/2026   | 8/14/2026  | 8/14/2026  | Yachtley Crew                     | The Sound                    |
| 8/15/2026        | 8/15/2026   | 8/15/2026  | 8/15/2026  | The Sword                         | The Sound                    |
| 8/20/2026        | 8/20/2026   | 8/20/2026  | 8/20/2026  | Little Stranger                   | The Sound                    |
| 8/21/2026        | 8/21/2026   | 8/21/2026  | 8/21/2026  | J.B. Smoove                       | The Sound                    |
| 8/25/2026        | 8/25/2026   | 8/25/2026  | 8/25/2026  | The Breeders                      | The Sound                    |
| 8/28/2026        | 8/28/2026   | 8/28/2026  | 8/28/2026  | Channel Tres                      | The Sound                    |
| <b>September</b> |             |            |            |                                   |                              |
| 9/9/2026         | 9/11/2026   | 9/11/2026  | 9/11/2026  | Legends - 9/11 Foundation Day     | BC Hall; BC Parking Lot      |
| 9/10/2026        | 9/12/2026   | 9/13/2026  | 9/13/2026  | Central Valley Reptile & Pet Expo | Pat O'Brien                  |
| 9/10/2026        | 9/10/2026   | 9/10/2026  | 9/10/2026  | Thievery Corporation              | The Sound                    |
| 9/11/2026        | 9/13/2026   | 9/13/2026  | 9/14/2026  | Bridal Bazaar                     | Exhibit Hall                 |
| 9/11/2026        | 9/12/2026   | 9/12/2026  | 9/12/2026  | Legends Wedding Event             | Paddock; Turf Club Courtyard |
| 9/12/2026        | 9/12/2026   | 9/12/2026  | 9/12/2026  | Bunt                              | The Sound                    |
| 9/14/2026        | 9/17/2026   | 9/20/2026  | 9/23/2026  | La Mesa RV Sale                   | Main Lot                     |
| 9/14/2026        | 9/26/2026   | 10/31/2026 | 11/5/2026  | Pinery Pumpkin Patch              | Big Dirt                     |
| 9/18/2026        | 9/18/2026   | 9/18/2026  | 9/18/2026  | Peter Hook & The Light            | The Sound                    |
| 9/19/2026        | 9/19/2026   | 9/19/2026  | 9/19/2026  | Sevendust x Theory of a Deadman   | The Sound                    |
| 9/20/2026        | 9/20/2026   | 9/20/2026  | 9/20/2026  | Soulwax                           | The Sound                    |
| 9/21/2026        | 9/21/2026   | 9/21/2026  | 9/21/2026  | Cowboy Junkies                    | The Sound                    |
| 9/22/2026        | 9/25/2026   | 9/27/2026  | 9/28/2026  | Just Between Friends              | Exhibit Hall                 |
| 9/23/2026        | 9/23/2026   | 9/23/2026  | 9/23/2026  | Kruder & Dorfmeister              | The Sound                    |
| 9/23/2026        | 9/24/2026   | 9/24/2026  | 9/25/2026  | Lynyrd Skynyrd / Loverboy Concert | Arena                        |
| 9/24/2026        | 9/24/2026   | 9/24/2026  | 9/24/2026  | DJ Shadow                         | The Sound                    |
| 9/25/2026        | 9/26/2026   | 9/26/2026  | 9/26/2026  | Legends Grateful Table Gala       | Paddock; Turf Club Courtyard |
| 9/26/2026        | 9/26/2026   | 9/26/2026  | 9/26/2026  | DJ Habibeats                      | The Sound                    |
| 9/27/2026        | 9/27/2026   | 9/27/2026  | 9/27/2026  | Dogstar                           | The Sound                    |
| 9/29/2026        | 9/30/2026   | 9/30/2026  | 9/30/2026  | Legends - Physicians offsite      | BC Hall; BC Parking Lot      |
| 9/30/2026        | 9/30/2026   | 9/30/2026  | 9/30/2026  | Jack White                        | The Sound                    |
| <b>October</b>   |             |            |            |                                   |                              |
| 10/1/2026        | 10/2/2026   | 10/2/2026  | 10/3/2026  | Boots & Brew                      | Arena                        |
| 10/1/2026        | 10/1/2026   | 10/1/2026  | 10/1/2026  | The Phil Collins Story            | The Sound                    |
| 10/2/2026        | 10/3/2026   | 10/4/2026  | 10/4/2026  | Great American Train Show         | Exhibit Hall                 |
| 10/2/2026        | 10/3/2026   | 10/3/2026  | 10/4/2026  | Legends Cohera                    | Paddock; Turf Club Courtyard |
| 10/3/2026        | 10/3/2026   | 10/3/2026  | 10/3/2026  | Sammy Rae & The Friends           | The Sound                    |
| 10/4/2026        | 10/4/2026   | 10/4/2026  | 10/4/2026  | Michelle Branch                   | The Sound                    |
| 10/8/2026        | 10/10/2026  | 10/11/2026 | 10/12/2026 | Surfboard Expo                    | Exhibit Hall                 |
| 10/9/2026        | 10/10/2026  | 10/10/2026 | 10/11/2026 | Jiu Jitsu Tournament              | Arena                        |
| 10/9/2026        | 10/10/2026  | 10/10/2026 | 10/10/2026 | Legends Del Norte High            | The Sound                    |
| 10/9/2026        | 10/10/2026  | 10/11/2026 | 10/11/2026 | SD Card Show                      | Bing Crosby Hall             |
| 10/11/2026       | 10/11/2026  | 10/11/2026 | 10/11/2026 | Mastodon                          | The Sound                    |
| 10/14/2026       | 10/16/2026  | 10/18/2026 | 10/18/2026 | Gem Faire                         | Bing Crosby Hall             |
| 10/14/2026       | 10/17/2026  | 10/18/2026 | 10/19/2026 | Home Show                         | Pat O'Brien                  |
| 10/14/2026       | 10/14/2026  | 10/14/2026 | 10/14/2026 | LP                                | The Sound                    |
| 10/15/2026       | 10/17/2026  | 10/17/2026 | 10/18/2026 | Drone Show Grand Stand            | Grandstand                   |

|                 |            |            |            |                                             |                               |
|-----------------|------------|------------|------------|---------------------------------------------|-------------------------------|
| 10/16/2026      | 10/16/2026 | 10/16/2026 | 10/16/2026 | Shakey Graves                               | The Sound                     |
| 10/17/2026      | 10/17/2026 | 10/17/2026 | 10/17/2026 | Boy Harsher                                 | The Sound                     |
| 10/18/2026      | 10/18/2026 | 10/18/2026 | 10/18/2026 | Kylie Cantrall                              | The Sound                     |
| 10/22/2026      | 10/23/2026 | 10/23/2026 | 10/23/2026 | Legends La Jolla Institute of Immunology    | The Sound                     |
| 10/24/2026      | 10/24/2026 | 10/24/2026 | 10/24/2026 | Switchfoot                                  | The Sound                     |
| 10/27/2026      | 10/28/2026 | 10/28/2026 | 10/28/2026 | Legends Safety University                   | The Sound                     |
| 10/27/2026      | 10/27/2026 | 10/27/2026 | 10/27/2026 | Todd Rundgren                               | The Sound                     |
| 10/30/2026      | 10/31/2026 | 10/31/2026 | 11/1/2026  | Legends STJ events                          | The Sound                     |
| <b>November</b> |            |            |            |                                             |                               |
| 11/4/2026       | 11/4/2026  | 11/4/2026  | 11/4/2026  | Lyle Lovett & His Small Little Band         | The Sound                     |
| 11/6/2026       | 11/6/2026  | 11/29/2026 | 11/29/2026 | Horse Racing                                | Various                       |
| 11/6/2026       | 11/6/2026  | 11/6/2026  | 11/6/2026  | The Billy Joel Legacy                       | The Sound                     |
| 11/8/2026       | 11/8/2026  | 11/8/2026  | 11/8/2026  | The Psychedelic Furs                        | The Sound                     |
| 11/10/2026      | 11/13/2026 | 11/13/2026 | 11/13/2026 | San Diego 3 Day Walk                        | Main Lot                      |
| 11/12/2026      | 11/13/2026 | 2/12/2026  | 12/12/2026 | Pinery Wholesale Christmas Distribution     | Big Dirt                      |
| 11/13/2026      | 11/20/2026 | 12/15/2026 | 12/17/2026 | Purdy Christmas Tree Sale                   | Main Lot                      |
| 11/18/2026      | 11/20/2026 | 11/22/2026 | 11/23/2026 | Snow Jam                                    | Exhibit Hall                  |
| 11/21/2026      | 11/21/2026 | 11/21/2026 | 11/21/2026 | Houndmouth                                  | The Sound                     |
| 11/22/2026      | 11/22/2026 | 11/22/2026 | 11/22/2026 | Clara La San                                | The Sound                     |
| 11/30/2026      | 12/10/2026 | 12/26/2026 | 1/1/2027   | Coastal Christmas                           | Various                       |
| <b>December</b> |            |            |            |                                             |                               |
| 12/4/2026       | 12/5/2026  | 12/5/2026  | 12/5/2026  | Jiu Jitsu Tournament                        | Arena                         |
| 12/4/2026       | 12/5/2026  | 12/5/2026  | 12/5/2026  | Legends Hold - A corp. Event                | The Sound                     |
| 12/4/2026       | 12/4/2026  | 12/4/2026  | 12/4/2026  | The Morgan Wallen Experience                | The Sound                     |
| 12/11/2026      | 12/11/2026 | 12/11/2026 | 12/11/2026 | The String Cheese Incident                  | The Sound                     |
| 12/12/2026      | 12/12/2026 | 12/12/2026 | 12/12/2026 | The String Cheese Incident                  | The Sound                     |
| 12/19/2026      | 12/19/2026 | 12/19/2026 | 12/19/2026 | Nimino                                      | The Sound                     |
| 12/29/2026      | 2/3/2027   | 3/7/2027   | 3/30/2027  | Cirque du Soleil                            | Main Lot                      |
| 12/31/2026      | 12/31/2026 | 12/31/2026 | 12/31/2026 | Tribal Seeds                                | The Sound                     |
| <b>January</b>  |            |            |            |                                             |                               |
| 12/29/2026      | 2/3/2027   | 3/7/2027   | 3/30/2027  | Cirque du Soleil                            | Main Lot                      |
| 1/7/2027        | 1/9/2027   | 1/9/2027   | 1/10/2027  | Biltwell Blowout Sale                       | Exhibit Hall                  |
| 1/8/2027        | 1/9/2027   | 1/10/2027  | 1/10/2027  | World Oddities Expo                         | Pat O'Brien                   |
| 1/11/2027       | 1/12/2027  | 1/12/2027  | 1/13/2027  | Legends Cohera Event - MD                   | Arena;#The Sound              |
| 1/12/2027       | 1/15/2027  | 1/17/2027  | 1/18/2027  | SCEGA Gymnastics Tournament                 | Exhibit Hall                  |
| 1/13/2027       | 1/15/2027  | 1/18/2027  | 1/19/2027  | Jurassic Quest                              | Pat O'Brien;#Bing Crosby Hall |
| 1/20/2027       | 1/22/2027  | 1/24/2027  | 1/25/2027  | Tattoo Arts Festival                        | Pat O'Brien                   |
| 1/21/2027       | 1/23/2027  | 1/24/2027  | 1/24/2027  | San Diego Cat Fanciers                      | Exhibit Hall                  |
| 1/26/2027       | 1/27/2027  | 1/29/2027  | 1/29/2027  | Torrey Golf Tour Parking Century Club of SD | Main Lot                      |
| 1/27/2027       | 1/30/2027  | 1/31/2027  | 2/1/2027   | Home Show                                   | Pat O'Brien                   |
| 1/27/2027       | 1/30/2027  | 1/30/2027  | 1/30/2027  | Plumbing Heating & Cooling Contractors      | Bing Crosby Hall              |
| 1/29/2027       | 1/30/2027  | 1/30/2027  | 1/30/2027  | Legends - Tristin W Party                   | Seabiscuit                    |
| 1/30/2027       | 1/30/2027  | 1/30/2027  | 1/30/2027  | Legends - Solana Beach school gala          | Paddock; TC Courtyard; P-Club |
| <b>February</b> |            |            |            |                                             |                               |
| 12/29/2026      | 2/3/2027   | 3/7/2027   | 3/30/2027  | Cirque du Soleil                            | Main Lot                      |
| 2/3/2027        | 2/6/2027   | 2/7/2027   | 2/8/2027   | California Overland Adventure and Power Sp  | Pat O'Brien;#BC Parking Lot   |
| 2/4/2027        | 2/6/2027   | 2/7/2027   | 2/7/2027   | SD Rocket Con Collections, Comic Book & To  | Exhibit Hall                  |
| 2/15/2027       | 2/18/2027  | 2/21/2027  | 2/21/2027  | Legends Sumo & Sushi                        | Wyland                        |
| 2/16/2027       | 2/19/2027  | 2/21/2027  | 2/22/2027  | Just Between Friends                        | Exhibit Hall                  |

|              |           |           |           |                                                |                                    |
|--------------|-----------|-----------|-----------|------------------------------------------------|------------------------------------|
| 2/19/2027    | 2/21/2027 | 2/21/2027 | 2/22/2027 | Bridal Bazaar                                  | Pat O'Brien                        |
| 2/24/2027    | 2/19/2027 | 2/21/2027 | 2/28/2027 | Silver Bay Kennel Club Dog Show                | O'Brien; BC Hall; Exhibit Hall     |
| <b>March</b> |           |           |           |                                                |                                    |
| 12/29/2026   | 2/3/2027  | 3/7/2027  | 3/30/2027 | Cirque du Soleil                               | Main Lot                           |
| 3/2/2027     | 2/26/2027 | 2/27/2027 | 3/8/2027  | Gem Faire                                      | Exhibit Hall                       |
| 3/4/2027     | 3/5/2027  | 3/6/2027  | 3/7/2027  | The Great Junk Hunt Flea Market                | Pat O'Brien                        |
| 3/10/2027    | 3/13/2027 | 3/14/2027 | 3/15/2027 | Central Valley Reptile & Pet Expo              | Bing Crosby Hall;#Exhibit Hall     |
| 3/16/2027    | 3/18/2027 | 3/21/2027 | 3/22/2027 | Pacific Coast Sportfishing Tackle, Boat, Trave | O'Brien; BC Hall; Exhibit Hall     |
| 3/30/2027    | 4/2/2027  | 4/4/2027  | 4/5/2027  | Goodguys Custom Hot Rod Show                   | Various                            |
| <b>April</b> |           |           |           |                                                |                                    |
| 4/5/2027     | 4/8/2027  | 4/11/2027 | 4/14/2027 | La Mesa RV Sale                                | Pat O'Brien; BC Parking Lot        |
| 4/9/2027     | 4/10/2027 | 4/10/2027 | 4/11/2027 | Jiu Jitsu Tournament                           | Arena                              |
| 4/19/2027    | 4/22/2026 | 4/23/2026 | 4/22/2027 | Del Mar Electronics Trade Show                 | Exhibit; BC Hall; Mission T; Plaza |
| 4/19/2027    | 4/23/2027 | 4/25/2027 | 4/27/2027 | Legends Championship CrossFit Games            | Arena                              |
| 4/21/2027    | 4/24/2027 | 4/25/2027 | 4/26/2027 | Home Show                                      | Pat O'Brien                        |
| 4/26/2027    | 4/30/2027 | 5/2/2027  | 5/3/2027  | FoodieLand                                     | BC & EX Pkng Lots; Paddock; Plaza  |
| <b>May</b>   |           |           |           |                                                |                                    |
| 5/3/2027     | 5/6/2027  | 5/9/2027  | 5/12/2027 | La Mesa RV Sale                                | Main Lot                           |
| 5/14/2027    | 5/15/2027 | 5/15/2027 | 5/15/2027 | La Jolla Half Marathon                         | Main Lot                           |



## **Item 6-D-1: Finance Committee Report**

The meeting of the Finance Committee took place on September 9, 2026. Topics discussed included:

### **Commencement of Grandstand offers before budget approval**

Staff explained the need to extend Grandstand artist offers prior to board approval of the budget. The District plans on a 2-pronged approach. Recently, a proposal was accepted from a talent buying agency, Versa Music Group, and additionally, CEO Bartling will be working directly with agents.

An offer is an “invitation” for an artist to play at the Fair that also outlines rules, payment, procedures and other items. If the offer to perform is accepted, a contract will follow, and the contract is brought before the Board for approval at a future meeting. Offers are considered binding and difficult to retract once made. Offers will remain under the CEO’s delegated authority of \$500,000.

It is imperative to begin the offer process soon to have the maximum opportunities at the best artists available.

### **2027 Annual Budget**

The District kicked off its 2027 budget season in early September, meeting individually with department heads and external stakeholders to review strategic needs. Leadership will continue evaluating and revising the proposal throughout October and November to finalize the 2027 operating budget by early December. The initial final draft will be presented to the Finance Committee in November 2026, followed by submission to the Board of Directors in December 2026 for approval.

### **Contracts over \$500,000 in expense value**

Staff have completed an analysis of all contracts that exceed \$500,000 over the term of the agreement. Of these contracts, the following have been identified as areas for cost savings.

- **Medical Services:** Mark Elvin, our Public Safety Director, will be analyzing staffing of this contractor to look for areas of where adjustments in personnel may be appropriate, without sacrificing safety and service. The annual cost of medical services for the Fair averages around \$295,000.

- **Off-site Transportation and Shuttles:** Again, Public Safety Director Elvin, working with the executive team, has identified a change in daily shuttle pick-ups for savings of around \$325,000. This is a result of eliminating the Solana Beach train station pick up, which is lightly used, and only opening the Torrey Pines High School lot on the weekends. These savings will allow the Horsepark parking lot to be free during the Fair. Staff strongly believe this is an important option for our Fair patrons. The 2026 cost for our shuttle program was approximately \$850,000. The savings will take this program to around \$525,000 for 2027.
- **Ticket Services:** Saffire, the District's ticketing service, facilitates all Fair admission, concert and midway ticketing. All these are now completely automated. Saffire charges a variable per ticket fee for these services. The fees from Saffire for the automation of admission, concert and midway ticketing run approximately \$530,000 yearly. Credit card fees from sales of these are approximately \$700,000 yearly. There is an offset to operation costs with this automation and through acceptance of credit cards only, which is in labor and other operational savings. Staff are investigating variable ways to offset some of these fees.
- **On-Call Environmental Services:** Harris and Associates provides essentially all the obligatory environmental efforts as a result of various environmental permits, such as monitoring least tern nesting sites; wetland restoration efforts; storm water permits; and parking and traffic reporting . In 2026 the spending on these services was approximately \$1,900,000. Dustin Fuller, our Supervising Environmental Planner, will be modifying these efforts, while still remaining compliant with the result being an approximate \$400,000 savings in 2027.
- **Advertising Agency for Fair Marketing:** Due to our Marketing team bringing back the buying of advertising in-house we may see a small decrease in our Fair marketing expenses. However, the most significant change is that we are breaking up the bid for 2027 into three categories, general Fair marketing, concert and similar entertainment marketing and Hispanic marketing. Staff strongly believes this type of marketing will be more effective in our efforts to reach a more diverse market for the Fair.

Finally, on Fair-time rentals, we will be asking our sponsorship coordinator to seek out our Fair-time rental services and investigate opportunities for some trade for fair sponsorship. As the San Diego County Fair is the largest entertainment event in the region, we are hopeful that the exposure a sponsor achieves at the Fair would translate in some trade partnerships.

### **Verizon's offer to purchase lease L-2998**

In July 2026, Verizon representatives approached the District with an \$895,000 lump-sum offer to buy out its cellular site lease (L-2998), located near the main parking lot entrance tunnel.

The current agreement covers a 616 sq. ft. ground footprint via an easement. The offer does not involve a purchase/sales agreement of real property, and the easement would revert to the District if the site is decommissioned by Verizon in a future date. The lease expires on February 1, 2033, with two five-year extension options that could prolong the term through February 1, 2048, representing total projected cash flow of \$2,520,878.

Our financial analysis determined that the \$895,000 buyout offer reflects an unfavorable 10% discount rate. Consequently, staff recommend declining the offer.

### **Financial Reports**

Accompanying this Committee Report are preliminary financial reports for July 2026. Figures are subject to final close adjustments.

The Balance Sheet includes the consolidated activity of 22nd DAA, State Race Track Leasing Commission (SRTLCL), and Del Mar Race Track Authority (RTA). The Income Statement reflects only 22nd DAA operations and programs.

As previously discussed, due to the proximity of the Board meeting dates to the end of the month immediately prior, there is approximately a six (6)-week lag in reporting (for example, March is reported to the Board in May). Comparative data for fiscal years 2025 and 2024 are included to provide historical context.

### **About the Financial Statements**

#### **Income Statement (All Programs & Operations):**

Revenues are recognized in the month in which they are earned while expenses are recognized in the month incurred. For example, revenues for the San Diego County Fair are reflected in the June and July financial reports, while expenses for producing and preparing for the Fair are reflected in the months leading up to and after the Fair.

### **Executive Summary**

The 22nd DAA's overall financial position for July 2026 was nearly in line with the approved budget. Monthly operations fell short of expectations by \$61K, bringing the year-to-date shortfall to \$61K.

### **Monthly Performance (July 2026)**

In July, revenues exceeded the budget by 7% (\$1.3M), primarily driven by strong Gate Admissions revenue and Midway sales. This favorable variance was also impacted by a timing shift in budget figures between June and July.

| <b><u>Category</u></b>     | <b><u>Status</u></b>                                                              | <b><u>Variance</u></b> | <b><u>Notes</u></b>                                                                                               |
|----------------------------|-----------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------------------------------------------------|
| Total Revenues             |  | 7% / +1.3M             | Higher Admissions and Midway Revenues (estimated budgeted amounts were lower than actuals for the month of July). |
| Operating Expenses Savings |  | -8% / -\$1.4M          | Professional services, Marketing and Artist costs were most of this excess savings.                               |

### **Year-to-Date Performance (Jan–July 2026)**

For FY 2026, year-to-date net results remain slightly behind budget by approximately \$61K. This unfavorable variance is primarily driven by 2026 fair revenues, which fell \$5.7M short of forecast due to lower-than-expected attendance tied to macroeconomic factors. Additionally, during the 2026 budgeting process, a \$4.3M revenue stretch goal was added to staff recommendations. This target assumed an additional 3,000 paid guests to offset 2025 attendance losses linked to perceived immigration activity near public events. Factoring in \$1.5M in associated costs, achieving this stretch goal was intended to yield a net \$2.8M gain for the District.

In contrast, unbudgeted revenues totaling \$1.9M from SANDAG and the City of Del Mar helped soften the operational shortfall for the Fair. In March, the District received an unbudgeted \$274K HPA Grant Reimbursement from the City of Del Mar. These funds, per the current MOU, reimburse the District for feasibility studies regarding affordable housing development on its property. In June, the District received an unbudgeted \$1.65M payment from SANDAG as compensation for real estate transactions including a quitclaim, temporary and permanent easements associated with the San Dieguito Double Track, Bridge Replacement and Rail Platform Project.

Moreover, \$3.3M (7%) in cost savings were realized across payroll, contracted professional services, supplies, and program expenses (Midway), helping improve year-to-date net results.

| <b><u>Category</u></b>   | <b><u>Status</u></b> | <b><u>Variance</u></b> | <b><u>Notes</u></b>                                                                                      |
|--------------------------|----------------------|------------------------|----------------------------------------------------------------------------------------------------------|
| Total Revenues           | ●                    | -5% / -\$3.3M          | Lower Admissions, Midway and Concessions, offset by unbudgeted payments from City of Del Mar and SANDAG. |
| Operating Expenses       | ●                    | -6% / -\$3.3M          | Expense savings across multiple areas.                                                                   |
| Admissions Revenue       | ●                    | -25% / -\$3.7M         | Macro-economic factors resulted in lower attendance.                                                     |
| Concessions Revenue      | ●                    | -6% / -\$2.2M          | Macro-economic factors resulted in lower attendance.                                                     |
| Parking Revenue          | ●                    | -2% / -\$150K          | Parking revenues did not have as much reduction in revenues as compared to other categories.             |
| Facility Rental Revenues | ●                    | -10% / -\$325K         | Lower results from premium space sponsors.                                                               |
| Sponsorship Revenue      | ●                    | +34% / \$726K          | Better than expected revenues                                                                            |
| Payroll & Related        | ●                    | -4% / -\$519k          | FTE Vacancies, and lower professional development costs.                                                 |
| Professional Services    | ●                    | -3% / -\$598K          | Lower F&B costs.                                                                                         |
| Program Expenses         | ●                    | -10% / -\$1.1M         | Lower Midway operator cast due to lower Midway revenues                                                  |
| Other Operating Expenses | ●                    | -\$27% / -\$500K       | Lower credit card fees and guest activity ticket processing fees                                         |

### **Key Definitions**

- Restricted Cash (RTA): Funds held in trust to cover Race Track Authority bond obligations.
- Deferred Revenue: Advance payments for future events, recognized in the event month.
- Accrued Employee Leave: Current value of accrued leave owed upon separation.

### **Legend**

- Favorable financial impact (better than budget)
- Neutral financial impact / on target
- Unfavorable financial impact (worse than budget)

**22nd DAA**  
**Consolidated Balance Sheet (DAA, RTA, RTLC)**  
**As of July 31, 2026**

|                                            | 2026                  | 2025                  | 2024                  |
|--------------------------------------------|-----------------------|-----------------------|-----------------------|
| <b>Assets</b>                              |                       |                       |                       |
| 1 Cash                                     | \$ 36,250,160         | \$ 41,033,013         | \$ 40,372,746         |
| Reserves - BOD as DAA Reserved Funds       | 11,250,000            | -                     | -                     |
| Reserves - Surf & Truf Utility             | 168,982               | -                     | -                     |
| Restricted Cash - JLA                      | 182,102               | 137,359               | 571,129               |
| 2 Restricted Cash - F&B Equipment Fund     | 21,321                | 29,598                | 51,157                |
| 3 Restricted Cash - RTA                    | 9,149,783             | 10,239,998            | 11,501,617            |
| <b>Total Cash and Cash Equivalents</b>     | <b>57,022,348</b>     | <b>51,439,968</b>     | <b>52,496,648</b>     |
| Accounts Receivable                        | 2,720,040             | 3,906,652             | 4,589,999             |
| Prepaid Expenses                           | 1,703,906             | 841,423               | 725,234               |
| 4 Deferred Outflows Pension                | 7,899,241             | 7,899,241             | 7,035,722             |
| <b>Total Current Assets</b>                | <b>12,323,188</b>     | <b>12,647,316</b>     | <b>12,350,955</b>     |
| Land and Land Improvements                 | 46,612,707            | 46,998,212            | 45,178,212            |
| Building and Improvements                  | 217,732,667           | 217,732,667           | 217,564,033           |
| Equipment                                  | 41,902,106            | 41,377,308            | 39,829,951            |
| Capital Projects in Process                | 2,351,653             | 2,364,566             | 4,379,862             |
| Accumulated Depreciation                   | (212,664,159)         | (208,447,019)         | (197,742,577)         |
| <b>Total Capital Assets</b>                | <b>95,934,974</b>     | <b>100,025,734</b>    | <b>109,209,481</b>    |
| <b>Total Assets</b>                        | <b>\$ 165,280,509</b> | <b>\$ 164,113,018</b> | <b>\$ 174,057,085</b> |
| <b>Liabilities</b>                         |                       |                       |                       |
| Accounts Payable                           | 10,118,898            | 15,100,086            | 11,867,098            |
| Payroll Liabilities                        | 1,384,902             | 1,316,312             | 1,396,920             |
| Accrued Liabilities                        | 1,714,130             | 1,618,944             | 1,651,297             |
| Other Current Liabilities                  | (368,965)             | 729,204               | 899,475               |
| 6 Deferred Revenue                         | 1,030,292             | 1,072,901             | 1,461,348             |
| 5 Current Long Term Debt                   | 4,523,054             | 1,207,165             | 2,021,583             |
| 7 Accrued Employees Leave Liabilities      | 1,536,443             | 1,335,933             | 1,162,025             |
| 8 Long Term Debt                           | 51,337,155            | 53,360,582            | 56,210,122            |
| Reserve - F&B Equipment Fund               | 340,888               | 197,290               | 133,820               |
| Reserve - JLA                              | 82,783                | 60,691                | 43,292                |
| 4 Pension Liability                        | 25,529,102            | 25,524,132            | 21,479,121            |
| 4 Deferred Inflows - Pension               | 1,753,746             | 1,753,746             | 1,717,258             |
| <b>Total Liabilities</b>                   | <b>98,982,427</b>     | <b>103,276,984</b>    | <b>100,043,358</b>    |
| <b>Net Resources</b>                       |                       |                       |                       |
| Contributed Capital                        | 78,895,171            | 78,877,171            | 78,877,171            |
| Less Contributed Capital to RTA            | (34,358,470)          | (34,358,470)          | (34,358,470)          |
| Net Resources - Unrestricted               | 17,302,794            | 22,863,164            | 11,515,553            |
| Investment in Capital Assets               | (3,891,786)           | (3,891,786)           | (3,891,786)           |
|                                            | 57,947,708            | 63,490,079            | 52,142,468            |
| Net Proceeds from Operations               | 8,350,374             | (2,654,046)           | 21,871,259            |
| <b>Total Net Resources</b>                 | <b>66,298,082</b>     | <b>60,836,033</b>     | <b>74,013,727</b>     |
| <b>Total Liabilities and Net Resources</b> | <b>\$ 165,280,509</b> | <b>\$ 164,113,018</b> | <b>\$ 174,057,085</b> |

1- Minimum Operating Fund Balance (Policy 4.05) requirement is \$19.933M.

2- Per Food & Beverage Services agreement, 1.50% of all Gross Revenues for unexpected or emergency expenses, including repair and maintenance of equipment.

3- Per bond Pledge Agreement, maintain Reserve account and District cash separately equal to at least Maximum Annual Debt Service.

4- Information provided by CDFA/State Controllers Office; results from changes in components of net pension liability; applicable to a future reporting period.

5- Current portion of long-term debt due within the next 12 months.

6- Advance payments for events/activities in the future.

7- Due to employees at time of separation for paid leave balances.

8- RTA Bonds \$27.3M; Ibank WQI \$5.3M; Ibank Sound \$12.3M; Premier \$1.0M; Energy Efficiency \$2.9M; CalPers SB84 \$2.6M.

**22nd DAA**  
**Income Statement**  
**For the Period Ending July 31, 2026**  
**DAA**

|                                     | July 2026         |                   |                    | Year-to-Date      |                   |                    | Full 2026         |
|-------------------------------------|-------------------|-------------------|--------------------|-------------------|-------------------|--------------------|-------------------|
|                                     | Actual            | Budget            | Variance           | Actual            | Budget            | Variance           | Budget            |
| <b>REVENUES</b>                     |                   |                   |                    |                   |                   |                    |                   |
| Admissions Revenue                  | 4,071,674         | 3,733,196         | 338,478            | 11,208,052        | 14,882,630        | (3,674,578)        | 14,882,630        |
| Gates                               | 4,071,674         | 3,733,196         | 338,478            | 11,208,052        | 14,882,630        | (3,674,578)        | 14,882,630        |
| Concessions Revenue                 | 15,577,607        | 14,700,247        | 877,360            | 33,863,312        | 36,084,380        | (2,221,068)        | 47,404,003        |
| Food & Beverage Contract            | 5,652,442         | 5,610,320         | 42,122             | 11,231,321        | 11,567,724        | (336,402)          | 22,860,746        |
| Other Food & Beverage               | 3,202,342         | 3,246,166         | (43,824)           | 4,970,449         | 5,456,855         | (486,406)          | 5,456,855         |
| Midway                              | 6,664,473         | 5,818,711         | 845,762            | 17,507,080        | 18,980,100        | (1,473,020)        | 18,980,100        |
| Facility Rentals Revenue            | 245,219           | 217,433           | 27,786             | 5,879,363         | 6,111,464         | (232,101)          | 9,259,914         |
| Commercial                          | 0                 | 0                 | 0                  | 3,070,250         | 3,394,950         | (324,700)          | 3,401,950         |
| Leases Revenue                      | 52,848            | 57,630            | (4,782)            | 376,404           | 397,984           | (21,580)           | 688,114           |
| Program Revenues                    | 1,641,443         | 1,570,160         | 71,283             | 7,610,564         | 7,767,588         | (157,024)          | 8,857,303         |
| JLA                                 | 59,969            | 63,000            | (3,031)            | 59,969            | 63,000            | (3,031)            | 63,000            |
| Parking                             | 1,557,020         | 1,477,960         | 79,060             | 6,915,756         | 7,064,448         | (148,692)          | 8,013,563         |
| Participation Fees                  | 36                | 0                 | 36                 | 303,483           | 273,740           | 29,743             | 273,740           |
| Satellite Wagering                  | 24,418            | 29,200            | (4,782)            | 331,357           | 366,400           | (35,043)           | 507,000           |
| <b>OPERATING REVENUE TOTALS</b>     | <b>21,588,791</b> | <b>20,278,666</b> | <b>1,310,125</b>   | <b>58,937,696</b> | <b>65,244,046</b> | <b>(6,306,350)</b> | <b>81,091,963</b> |
| Contributions                       | 4,800             | 3,900             | 900                | 2,861,431         | 2,141,100         | 720,331            | 1,880,600         |
| Sponsorships                        | 3,900             | 3,900             | 0                  | 2,844,396         | 2,118,300         | 726,096            | 1,407,800         |
| Other Non-Operating Revenue         | 13,411            | 41,272            | (27,861)           | 2,549,542         | 672,982           | 1,876,560          | 1,226,705         |
| Interest Earnings                   | 0                 | 0                 | 0                  | 729,504           | 495,000           | 234,504            | 990,000           |
| Reimbursed Costs                    | 99,148            | 48,406            | 50,742             | 823,494           | 475,367           | 348,127            | 1,971,192         |
| Prior Year Revenue                  | 0                 | 0                 | 0                  | 54,295            | 0                 | 54,295             | 0                 |
| <b>NON-OPERATING REVENUE TOTALS</b> | <b>117,359</b>    | <b>93,578</b>     | <b>23,781</b>      | <b>6,288,762</b>  | <b>3,289,449</b>  | <b>2,999,313</b>   | <b>5,078,497</b>  |
| <b>TOTAL REVENUE</b>                | <b>21,706,150</b> | <b>20,372,244</b> | <b>1,333,906</b>   | <b>65,226,458</b> | <b>68,533,495</b> | <b>(3,307,037)</b> | <b>86,170,460</b> |
| <b>EXPENSES</b>                     |                   |                   |                    |                   |                   |                    |                   |
| Payroll & Related Expense           | 2,426,207         | 2,281,976         | (144,231)          | 12,572,459        | 13,091,405        | 518,946            | 19,340,798        |
| Professional Development            | 26,392            | 16,775            | (9,617)            | 88,341            | 179,199           | 90,858             | 286,599           |
| Professional Services Expense       | 7,680,352         | 6,963,196         | (717,157)          | 17,437,395        | 18,035,276        | 597,881            | 29,193,709        |
| Food & Beverage Expense             | 3,984,478         | 4,005,621         | 21,142             | 9,018,067         | 9,574,296         | 556,229            | 18,871,587        |
| Insurance Expense                   | 187,935           | 172,854           | (15,081)           | 1,457,152         | 1,270,306         | (186,845)          | 2,222,077         |
| Facility & Related Expense          | 1,844,129         | 1,805,974         | (38,155)           | 4,700,554         | 4,720,748         | 20,193             | 7,087,323         |
| Equipment & Small Wares             | 81,859            | 0                 | (81,859)           | 136,629           | 0                 | (136,629)          | 0                 |
| Telephone & Internet                | 9,353             | 8,994             | (359)              | 58,366            | 61,833            | 3,467              | 106,918           |
| Repairs & Maintenance               | 50,328            | 49,846            | (482)              | 560,562           | 593,322           | 32,760             | 918,552           |
| Utilities                           | 311,088           | 477,500           | 166,412            | 2,231,159         | 2,207,500         | (23,659)           | 3,910,000         |
| Supplies Expense                    | 100,607           | 80,850            | (19,757)           | 1,182,007         | 1,579,986         | 397,979            | 1,791,386         |
| Marketing & Related Expense         | 543,367           | 227,789           | (315,578)          | 1,126,755         | 1,279,299         | 152,543            | 1,409,606         |
| Program Expenses                    | 6,214,185         | 6,115,778         | (98,406)           | 15,736,151        | 17,054,844        | 1,318,693          | 17,326,038        |
| Artists & Entertainment             | 1,395,006         | 1,111,700         | (283,306)          | 5,709,306         | 5,813,500         | 104,194            | 5,813,500         |
| Midway Operator Expense             | 4,704,732         | 4,949,942         | 245,210            | 9,619,878         | 10,734,011        | 1,114,133          | 10,734,011        |
| Other Operating Expense             | 441,020           | 435,465           | (5,555)            | 1,802,466         | 2,349,134         | 546,668            | 2,726,623         |
| Bank & Service Fees                 | 354,883           | 365,755           | 10,872             | 1,323,098         | 1,822,564         | 499,466            | 1,868,283         |
| Interest Expense                    | 65,517            | 68,310            | 2,793              | 452,184           | 478,170           | 25,986             | 809,440           |
| <b>OPERATING EXPENSE TOTALS</b>     | <b>19,437,803</b> | <b>18,083,882</b> | <b>(1,353,921)</b> | <b>56,014,940</b> | <b>59,380,998</b> | <b>3,366,057</b>   | <b>81,097,561</b> |
| Other Non-Operating Expense         |                   |                   |                    |                   |                   |                    |                   |
| Prior Year Expense                  | 41,166            | 0                 | (41,166)           | 120,092           | 0                 | (120,092)          | 0                 |
| <b>NON-OPERATING EXPENSE TOTALS</b> | <b>41,166</b>     | <b>0</b>          | <b>(41,166)</b>    | <b>120,092</b>    | <b>0</b>          | <b>(120,092)</b>   | <b>0</b>          |
| <b>TOTAL EXPENSE</b>                | <b>19,478,969</b> | <b>18,083,882</b> | <b>(1,395,087)</b> | <b>56,135,032</b> | <b>59,380,998</b> | <b>3,245,966</b>   | <b>81,097,561</b> |
| <b>NET INCOME (LOSS)</b>            | <b>2,227,181</b>  | <b>2,288,362</b>  | <b>(61,181)</b>    | <b>9,091,426</b>  | <b>9,152,497</b>  | <b>(61,071)</b>    | <b>5,072,900</b>  |

Note: Positive variances in this report denote better than expected results for that element.

**22nd DAA**  
**Income Statement**  
For the Period Ending July 31, 2026  
**The Sound**

|                                     | July 2026      |                |               | Year-to-Date     |                  |                 | Full 2026        |
|-------------------------------------|----------------|----------------|---------------|------------------|------------------|-----------------|------------------|
|                                     | Actual         | Budget         | Variance      | Actual           | Budget           | Variance        | Budget           |
| <b>REVENUES</b>                     |                |                |               |                  |                  |                 |                  |
| Concessions Revenue                 | 66,070         | 74,003         | (7,932)       | 775,916          | 888,041          | (112,125)       | 1,998,093        |
| 1 Food & Beverage Contract          | 66,070         | 74,003         | (7,932)       | 775,916          | 888,041          | (112,125)       | 1,998,093        |
| Facility Rentals Revenue            | 37,320         | 25,311         | 12,009        | 336,859          | 253,110          | 83,749          | 632,775          |
| Program Revenues                    | 25,916         | 24,900         | 1,016         | 263,592          | 258,300          | 5,292           | 631,800          |
| Parking                             | 25,916         | 24,900         | 1,016         | 263,592          | 258,300          | 5,292           | 631,800          |
| <b>OPERATING REVENUE TOTALS</b>     | <b>129,306</b> | <b>124,214</b> | <b>5,092</b>  | <b>1,376,367</b> | <b>1,399,451</b> | <b>(23,083)</b> | <b>3,262,668</b> |
| Other Non-Operating Revenue         | 830            | 0              | 830           | 5,810            | 0                | 5,810           | 0                |
| Reimbursed Costs                    | 496            | 0              | 496           | 5,819            | 0                | 5,819           | 0                |
| <b>NON-OPERATING REVENUE TOTALS</b> | <b>1,326</b>   | <b>0</b>       | <b>1,326</b>  | <b>11,629</b>    | <b>0</b>         | <b>11,629</b>   | <b>0</b>         |
| <b>TOTAL REVENUE</b>                | <b>130,631</b> | <b>124,214</b> | <b>6,418</b>  | <b>1,387,996</b> | <b>1,399,451</b> | <b>(11,454)</b> | <b>3,262,668</b> |
| <b>EXPENSES</b>                     |                |                |               |                  |                  |                 |                  |
| Payroll & Related Expense           | 0              | 0              | 0             | 772,345          | 742,398          | (29,947)        | 1,247,642        |
| Professional Services Expense       | 31,495         | 46,836         | 15,341        | 360,528          | 530,041          | 169,513         | 1,168,598        |
| Food & Beverage Expense             | 30,995         | 46,836         | 15,841        | 326,461          | 530,041          | 203,580         | 1,168,598        |
| Insurance Expense                   | 0              | 0              | 0             | 82,391           | 42,283           | (40,108)        | 71,240           |
| Facility & Related Expense          | 0              | 0              | 0             | 15,879           | 6,000            | (9,879)         | 12,000           |
| Equipment & Small Wares             | 0              | 0              | 0             | 2,556            | 0                | (2,556)         | 0                |
| Repairs & Maintenance               | 0              | 0              | 0             | 12,716           | 6,000            | (6,716)         | 12,000           |
| Supplies Expense                    | 0              | 1,500          | 1,500         | 13,173           | 5,500            | (7,673)         | 14,500           |
| Program Expenses                    | 0              | 0              | 0             | 0                | 0                | 0               | 61,800           |
| Other Operating Expense             | 42,184         | 44,300         | 2,116         | 308,246          | 314,528          | 6,282           | 531,560          |
| Bank & Service Fees                 | 110            | 1,000          | 890           | 13,730           | 11,428           | (2,302)         | 16,760           |
| Interest Expense                    | 42,074         | 43,300         | 1,226         | 294,516          | 303,100          | 8,584           | 514,800          |
| <b>OPERATING EXPENSE TOTALS</b>     | <b>73,679</b>  | <b>92,636</b>  | <b>18,957</b> | <b>1,552,563</b> | <b>1,640,750</b> | <b>88,187</b>   | <b>3,107,339</b> |
| Other Non-Operating Expense         |                |                |               |                  |                  |                 |                  |
| <b>NON-OPERATING EXPENSE TOTALS</b> | <b>0</b>       | <b>0</b>       | <b>0</b>      | <b>270</b>       | <b>0</b>         | <b>(270)</b>    | <b>0</b>         |
| <b>TOTAL EXPENSE</b>                | <b>73,679</b>  | <b>92,636</b>  | <b>18,957</b> | <b>1,552,833</b> | <b>1,640,750</b> | <b>87,917</b>   | <b>3,107,339</b> |
| <b>NET INCOME (LOSS)</b>            | <b>56,952</b>  | <b>31,577</b>  | <b>25,375</b> | <b>(164,837)</b> | <b>(241,300)</b> | <b>76,463</b>   | <b>155,328</b>   |

**General Note:** Positive variances in this report denote better than expected results for that element.

**Note 1:** In July, The Sound hosted four shows, whereas the budgeted assumption was for three. Year-to-date, The Sound has hosted 39 shows, compared to 36 forecasted in the budget.

## Food & Beverage Report Jul-26

July 2026 Food Service Revenues were \$5,652,442. Budgeted Revenues for July 2026 were \$5,518,657

Net distribution to the District for July 2026 was \$1,568,004 or 27.7%. Budgeted distribution for July 2026 was \$1,588,672 or 28.8%.

Year-to-date 2026 distribution to the District is \$2,027,940 or 18.0%. The budgeted distribution for YTD 2026 was \$1,937,321 or 17.3%.

| Jul-26              | 2026<br>ACTUAL | %      | 2026<br>BUDGET | %      | 2025<br>ACTUAL | %      |
|---------------------|----------------|--------|----------------|--------|----------------|--------|
| TOTAL REVENUE       | 5,652,442      | 100.0% | 5,518,657      | 100.0% | 5,208,508      | 100.0% |
| TOTAL COGS          | 1,346,238      | 23.8%  | 1,183,091      | 21.4%  | 1,209,446      | 23.2%  |
| GROSS MARGIN        | 4,306,204      | 76.2%  | 4,335,565      | 78.6%  | 3,999,062      | 76.8%  |
| TOTAL PAYROLL       | 1,959,383      | 34.7%  | 1,987,735      | 36.0%  | 1,925,185      | 37.0%  |
| OPERATING EXPENSES  | 554,817        | 9.8%   | 532,205        | 9.6%   | 468,371        | 9.0%   |
| NET PROFIT          | 1,792,004      | 31.7%  | 1,815,625      | 32.9%  | 1,605,506      | 30.8%  |
| CLIENT DISTRIBUTION | 1,568,004      | 27.7%  | 1,588,672      | 28.8%  | 1,404,818      | 27.0%  |

| YTD                       | 2026<br>ACTUAL | %      | 2026<br>BUDGET | %      | 2025<br>ACTUAL | %      |
|---------------------------|----------------|--------|----------------|--------|----------------|--------|
| TOTAL REVENUE             | 11,239,671     | 100.0% | 11,201,069     | 100.0% | 10,617,764     | 100.0% |
| TOTAL COGS                | 2,451,860      | 21.8%  | 2,365,607      | 21.1%  | 2,312,989      | 21.8%  |
| GROSS MARGIN              | 8,787,811      | 78.2%  | 8,835,463      | 78.9%  | 8,304,775      | 78.2%  |
| TOTAL PAYROLL             | 4,889,178      | 43.5%  | 5,068,542      | 45.3%  | 4,855,750      | 45.7%  |
| OPERATING EXPENSES        | 1,580,988      | 14.1%  | 1,552,840      | 13.9%  | 1,465,175      | 13.8%  |
| NET PROFIT                | 2,317,645      | 20.6%  | 2,214,081      | 19.8%  | 1,983,850      | 18.7%  |
| Y-T-D CLIENT DISTRIBUTION | 2,027,940      | 18.0%  | 1,937,321      | 17.3%  | 1,735,869      | 16.3%  |



## **Item 6-D-2: Finance Committee – Discussion of SB 84 Supplemental Payment Obligations and its impact on the District**

In 2017, Governor Brown signed SB 84 which created a one-time supplemental payment to CalPERS, funded through a loan from the Pooled Money Investment Account (PMIA) to reduce the long-term growth of the State's pension obligations including DAAs.

A portion of this obligation was allocated to each participating District Agricultural Association based on its FY 2016-17 CalPERS employer contributions. DAAs are now being invoiced as the loan repayment deadline of June 30, 2030 is approaching.

To date, the State General Fund has covered the interest on DAA balances. However, this will end as Districts will need to begin a payment process by June 30, 2027, including possible interest. Repayment amounts were calculated by the California Department of Finance (DOF) using each DAA's proportionate share of FY 2016-17 employer retirement contributions to CalPERS.

The District's obligation for repayment is \$3,403,924. Interest on remaining balances will begin accruing July 1, 2027, using a simple-interest method tied to the U.S. Treasury Constant Maturity Rate. All balances must be paid in full by June 30, 2030.

### **Financial Analysis**

- If the loan amount of \$3,403, 924 is paid by June 30, 2027, no interest is due.
- If payments of \$851,000 are made starting June 30, 2027, and paid annually until June 30, 2030 (the due date) a total amount of \$232,631 will have been paid in interest; assuming the TCR rate of 4.55%
- If the loan amount is not paid until June 30, 2030 (the due date) the accrued interest tied to the U.S. Treasury Rate would be \$465,060; based on the TCR rate of 4.55%.

Additional information and background is provided in the two letters and Fact sheet provided by the California Department of Food and Agriculture (CDFA).

### **Staff Recommendation**

Staff recommend delaying any decision on which payment plan to recommend until February of 2027. This will provide time to analyze cash balances from year-end 2026. At this time staff will again review the options and provide a recommendation as to the preferred path forward.



September 02, 2026

D2026-03

To: All District Agricultural Association CEOs and Board Chairs

SUBJECT: SB 84 Supplemental Payment Obligations – Repayment Process

This letter provides updated information on the repayment of Senate Bill No. 84 [Chapter 50, Statutes of 2017 (SB 84)] supplemental payment obligations, as previously announced in letter D2019-04, titled "SB 84 Supplemental Payment." Pursuant to SB 84, the California Department of Finance (Finance) allocated a proportionate share of the repayment obligation to each District Agricultural Association (DAA) based on the employer retirement contribution made to CalPERS in Fiscal Year (FY) 2016–17, totaling \$9,751,000 in principal amounts.

Beginning in FY 2026–27, Finance will issue invoices directly to each DAA, identifying each DAA's outstanding SB 84 repayment obligation and providing payment instructions. Outstanding balances as of July 1, 2027, will accrue simple interest annually, based on the U.S. Treasury Constant Maturity Rate per SB 84, until paid in full.

SB 84 requires the loan to be paid by June 30, 2030. However, to provide repayment flexibility, DAAs may make payments earlier than scheduled, or propose different repayment schedules, as long as all obligations were paid by the statutory deadline. Because interest will continue to accrue on unpaid balances, the Fairs & Expositions Branch recommends that each DAA, to the extent financially feasible, satisfy its outstanding obligation early to minimize interest expense.

CDFA is currently looking into alternatives to assist the DAA with repayment; however, the DAAs should still plan to pay their contributions until further notice. Additional information is provided in the attached Frequently Asked Questions (FAQ). If you have any questions about the repayment process, please contact Mike Francesconi at [mike.francesconi@cdfa.ca.gov](mailto:mike.francesconi@cdfa.ca.gov) or at (916) 591-8791.

Sincerely,

Michael Francesconi  
Branch Chief

Enclosure: D2019-04 SB 84 Supplemental Payment & DOF Repayment FAQs



## Frequently Asked Questions (FAQ)

### SB 84 Supplemental Payment Obligations

#### 1. What is SB 84?

SB 84 [Chapter 50, Statutes of 2017 (SB 84)] authorized a one-time supplemental payment to the California Public Employees' Retirement System (CalPERS) through a loan from the Pooled Money Investment Account (PMIA). The purpose of the legislation was to reduce the long-term growth of the State's pension obligations. As previously communicated in Circular Letter D2019-04, a proportionate share of this obligation was allocated to each District Agricultural Association (DAA) that participates in the state's retirement plans based on its 2016–17 CalPERS employer retirement contributions.

#### Additional Resources:

- Legislative Analyst Office (LAO): [The 2018-19 Budget: Repaying the CalPERS Borrowing Plan](#)
- Bill Text: [SB-84 Public Employees' Retirement Fund: state employer contributions: supplemental payment.](#)

#### 2. Why is my DAA receiving an invoice now?

When the SB 84 loan was established in 2017-18, the state did not require DAAs to repay their share of the loan balance because of their fiscal conditions at the time. The state's General Fund has been paying for the interest associated with DAAs' balance since then. As the statutorily required repayment deadline of June 30, 2030, approaches, DAAs will need to repay their shares of the loan before that date.

#### 4. How was my repayment amount calculated?

As required by SB 84, each DAA's obligation was determined by the California Department of Finance (Finance) based on its proportionate share of employer retirement contributions made to CalPERS during FY 2016–17.

#### 5. What is the total obligation for the DAA network?

The total outstanding responsible share of the SB 84 loan for the DAA network is **\$9,751,000**. Interest will start accruing on July 1, 2027, based on the outstanding balance at the beginning of the fiscal year using the simple interest method based on the U.S. Treasury Constant Maturity Rate.

#### 6. How will I know how much my DAA owes?

Each DAA will receive:

- an individualized notification from F&E identifying its outstanding balance; and
- annual invoices directly from Finance.

#### 7. How long do DAAs have to repay the loan?

All obligations must be paid in full by June 30, 2030, as required by SB 84 under Government Code section 20825 (c).

#### 8. Can a DAA pay the balance early?

Yes. DAAs may make payments immediately after receiving the first invoice or earlier than scheduled. Early payment reduces the outstanding principal balance and may avoid or minimize future interest charges.

## **Frequently Asked Questions (FAQ)**

### **SB 84 Supplemental Payment Obligations**

**9. Will DAAs be locked into a four-year payment schedule?**

No. DAAs may choose to pay additional amounts or satisfy the remaining balance early.

**10. How is interest calculated?**

Per SB 84, interest is based on the U.S. Treasury Constant Maturity Rate, which varies by quarter. For example, in FY 2025, the interest averaged around 3.65%.

A 5% interest rate was used to estimate the repayment schedule for budgeting purposes only. The interest due will be calculated quarterly based on the actual interest rate per U.S. Treasury Constant Maturity Rate and will be added to the DAA's invoices annually.

**11. Is the interest compounded?**

No. **Simple interest** is calculated and accrued quarterly. Each DAA is responsible for interest based on the outstanding principal balance at the beginning of the fiscal year.

**12. Can a DAA avoid paying interest?**

Yes. If financially feasible, paying the outstanding balance as early as possible may significantly reduce or eliminate future interest charges.

**13. Will DAAs be charged interest before receiving an invoice?**

No. Interest will begin in FY 2027/28 on any remaining balance. DAAs with concerns should contact F&E to discuss their situation.

**14. Can the Board decide how the loan will be repaid?**

Yes. Because repayment may affect a DAA's financial planning, many Boards may wish to review repayment options through their Finance Committee and/or Board before determining its repayment strategy.

**15. Should this obligation be included in the annual budget?**

Yes. Boards were advised to begin incorporating the SB 84 repayment obligation in their budget and long-term financial planning in the D-Letter 2019-04.

**16. Can F&E waive or reduce this obligation?**

No. Government Code section 20825 requires all SB 84 balances to be repaid by June 30, 2030. F&E does not have authority to waive or reduce the repayment amount.

**17. Can we pay more than the scheduled payment in a given year?**

Yes. Early or additional payments may be made. DAAs interested in paying more than the scheduled installment should coordinate with DOF regarding payment procedures. Paying additional principal early may reduce future interest costs.



September 27, 2019

D2019-04

TO: District Agricultural Association CEOs & Board Chairs

SUBJECT: SB 84 Supplemental Payment Obligations

The purpose of this letter is to inform the District Agricultural Associations (DAAs) of the liability resulting from the passing of [Senate Bill No. 84](#) Public Employees' Retirement Fund: state employer contributions: supplemental payment (SB 84).

On July 10, 2017, Governor Brown signed SB 84 into law which had the effect of borrowing \$6 billion from the Pooled Money Investment Account (PMIA) to make a one-time supplemental payment to the California Public Employees' Retirement System as part of the 2017-18 fiscal year budget package. The intent of this one-time supplemental payment was to save the state money over the next few decades by slowing the pace of cost increases for the state's annual pension payments.

Under SB 84, the Department of Finance (DOF) was required to develop a repayment schedule for the loan principal and interest accrued from the \$6 billion that was borrowed from the PMIA. As a part of their requirement, DOF was tasked with determining the proportionate share of the obligation attributable to the DAAs. DOF has informed the Department that the liability allocated to the DAAs is approximately \$9.9 million. This obligation was calculated by DOF based on 2016-17 CalPERS employer retirement contributions. DOF has determined the DAA repayment schedule will be spread over five fiscal years beginning FY2020-21 and ending FY2024-25.

The Department is currently seeking confirmation regarding the total obligation as well as the process and timing on how and when these payments are to be made. It has also been determined that this obligation impacts the financial records of each DAA going forward. Once we have additional information, we will provide further guidance to each DAA regarding their specific obligation.

If you have any questions, please contact John Quiroz, Chief, Fairs and Exposition Branch, at 916-900-5025 or [john.quiroz@cdfa.ca.gov](mailto:john.quiroz@cdfa.ca.gov).

Sincerely,

Jeff Cesca, Director  
Division of Marketing Services



## 22nd District Agricultural Association Policies

### Policy 6.01: Event Ticket

Date Adopted/Last Revised: June 6, 2009/May 13, 2025/October 14, 2025

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Note: Capitalized terms not otherwise defined in this Policy have the meanings set forth in the Definitions section of Policy 1.01. Should any provision in this Policy contradict any provision of California law, California law shall control.

### **Purpose**

To encourage participation and attendance of Board Members at events produced and/or hosted by the 22nd DAA, and to cultivate a spirit of cooperative decision-making, shared goals and collective ownership of decisions of the Board consistent with Policy 3.03 Board Member Code of Conduct, the 22nd DAA will distribute complimentary tickets for governmental and public purposes including economic or business development, community and government relations, supporting programs or services rendered by nonprofit organizations, and attracting or rewarding volunteer public service pursuant to this Policy.

This Policy applies to Tickets which provide admission to a facility or event for an entertainment, amusement, recreational or similar purpose, and are:

- a) Gratuitously provided to the 22nd District Agricultural Association (22nd DAA) by an outside source;
- b) Acquired by the 22nd DAA by purchase;
- c) Acquired by the 22nd DAA as consideration pursuant to the terms of a contract for the use of a 22nd DAA Venue;
- d) Produced or sponsored by the 22nd DAA ; or
- e) Acquired and/or distributed by the 22nd DAA in any other manner.

This Policy does not apply to any other item of value provided to the 22nd DAA or any 22nd DAA Official, regardless of whether received gratuitously or for which consideration is provided.

This Policy, together with the Ticket procedures established pursuant to the Ticket Administrator Responsibilities below, shall supersede and replace any earlier 22nd DAA policies relating to the distribution of Tickets to 22nd DAA Officials for admission to any facilities or events for entertainment, amusement, recreational, or similar purpose.

This Policy shall be posted in a prominent place on the 22nd DAA websites: [www.delmarfairgrounds.com](http://www.delmarfairgrounds.com) and [www.sdfair.com](http://www.sdfair.com).

## **Definitions**

Unless otherwise expressly provided herein, words and terms used in this Policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code sections 81000, *et seq.*, as the same may from time to time be amended) and the Fair Political Practices Commission (“FPPC”) Regulations (Title 2, Division 6 of the California Code of Regulations, Sections 18110 *et seq.*, as the same may from time to time be amended).

- A. **22nd DAA:** 22nd District Agricultural Association
- B. **22nd DAA Official:** every Director, officer, employee, or consultant of the 22nd DAA, as defined in Government Code Section 82048. “22nd DAA Official” shall include, without limitation, any member of the 22nd DAA Board of Directors or any other appointed 22nd DAA official or 22nd DAA employee required to file an annual Statement of Economic Interests (FPPC Form 700).
- C. **22nd DAA Venue:** includes any facility owned, controlled or operated by the 22nd DAA
- D. **FPPC:** California Fair Political Practices Commission
- E. **Immediate Family:** spouse or registered domestic partner and dependent children, as set forth in Government Code section 82029 and Family Code section 297.5
- F. **Policy:** this 22nd District Agricultural Association Ticket Policy
- G. **Ticket:** includes any form of admission privilege to a facility, event, show, concert, or performance

- H. **Ceremonial Role:** per FPPC Code of Regulations Section 18942.3 “an act performed at an event by the official as a representative of the official's agency at the request of the holder of the event or function where, for a period of time, the focus of the event is on the act performed by the official. Examples of a Ceremonial Role include: throwing out the first pitch at a baseball game; cutting a ribbon at an opening; making a presentation of a certificate, proclamation, award, or other item, such as the key to the city.”
- I. **Face Value:** amount paid by a member of the public including any applicable fees and service charges

## **Policy**

### **Conditions Under Which Tickets May Be Distributed to 22nd DAA Officials**

Subject to the provisions of this Policy, the 22nd DAA will distribute complimentary Tickets to 22nd DAA Officials under any of the following conditions or governmental and/or public purposes:

- a) Performance of a Ceremonial Role or function representing the 22nd DAA at the event, for which the 22nd DAA Official may receive enough Tickets for the 22nd DAA Official and each member of their Immediate Family.
- b) The official and/or job duties of the 22nd DAA Official require their attendance at the event, for which the 22nd DAA Official may receive enough Tickets for the 22nd DAA Official and each member of their Immediate Family.
- c) Economic or business development purposes on behalf of the 22nd DAA, including, but not necessarily limited to: promotion and marketing of the 22nd DAA's resources and facilities available for commercial and other uses; increase of ancillary revenue for food, beverage, parking and related items at interim and 22nd DAA-promoted events; promotion and marketing of 22nd DAA initiated, supported, controlled, or sponsored programs or events, including but not limited to the annual Fair and Grandstand concert series, The Sound, Del Mar race track meets, Breeders' Cup, and the Del Mar National Horse Show; promotion and marketing of interim and year-round events; marketing of sponsorship programs; and, promotion of 22nd DAA recognition, visibility, and/or profile on a local, state, national, or international scale.
- d) Intergovernmental relations purposes, including but not limited to attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.

- e) Community relations.
- f) Attracting or rewarding volunteer public service.
- g) Supporting and/or showing appreciation for programs or services rendered by non-profit organizations benefiting San Diego County residents.
- h) Encouraging or rewarding significant academic, athletic, or public service achievements by San Diego County students, residents or businesses.
- i) Attracting and retaining highly qualified employees in 22nd DAA service, for which such employee may receive no more than four (4) Tickets per event.
- j) As special recognition or reward for meritorious service by a 22nd DAA employee, for which such employee may receive no more than four (4) Tickets per event.
- k) For use in connection with a 22nd DAA employee competition or drawing, for which there shall be made available no more than (4) Tickets per event.
- l) Recognition of contributions made to the 22nd DAA by former members of the Board of Directors, for which such former Director may receive no more than (4) Tickets per event.

The 22nd DAA Official reimburses the 22nd DAA for the Face Value of the Ticket(s).

- Reimbursement shall be made at the time the Ticket(s) is/are distributed to the 22nd DAA Official.
- The Ticket Administrator shall, in their sole discretion, determine which event Tickets, if any, shall be available.

The 22nd DAA Official treats the Ticket(s) as income consistent with applicable federal and state income tax laws.

The 22nd DAA Official and (a) the 22nd DAA Official's Immediate Family, or (b) if the 22nd DAA Official has no Immediate Family, no more than one guest, uses the Ticket(s) for their own personal use.

The 22nd DAA Official behests such Ticket(s) in accordance with this Policy.

### **Tickets Distributed at the Behest of a 22nd DAA Official**

Only members of the 22nd DAA Board of Directors and 22nd DAA Chief Executive Officer shall have authority to behest Tickets.

Tickets shall be distributed by the 22nd DAA at the behest of a 22nd DAA Official only for one or more public purposes set forth in this Policy.

If Tickets are distributed by the 22nd DAA at the behest of a 22nd DAA Official, such 22nd DAA Official shall not (a) use one of the Tickets so distributed to attend the event, or (b) use any of the Ticket(s) so distributed for the 22nd DAA Official's Immediate Family, or, if the 22nd DAA Official has no Immediate Family, for no more than one guest of that 22nd DAA Official, to attend the event.

### **Prohibition on Disproportionate Use of Tickets**

In accordance with California Code of Regulations, Title 2, Section 18944.1, this Policy prohibits the disproportionate use of Tickets or passes by any 22nd DAA Official.

### **General Provisions**

No Right to Tickets: The use of complimentary Tickets is a privilege extended by the 22nd DAA and not the right of any person to which the privilege may from time to time be extended.

Limitation on Transfer of Tickets: Tickets distributed to a 22nd DAA Official pursuant to this Policy shall not be transferred to any other person, except to members of such 22nd DAA Official's Immediate Family, or, if the 22nd DAA Official has no Immediate Family, to no more than one guest, solely for their personal use.

Prohibition Against Sale of or Receipt of Reimbursement for Tickets: No person who receives a Ticket pursuant to this Policy shall sell or receive reimbursement for the value of such Ticket.

No Earmarking of Tickets to 22nd DAA: No Ticket gratuitously provided to the 22nd DAA by an outside source and distributed to, or at the behest of a 22nd DAA Official pursuant to this Policy, shall be earmarked by the original source for distribution to a particular 22nd DAA Official.

### **Ticket Administrator Responsibilities**

The 22nd DAA Chief Executive Officer shall be the Ticket Administrator for purposes of implementing the provisions of this Policy and may delegate this responsibility within the organization as necessary.

The Ticket Administrator shall have the authority, in their sole discretion, to establish procedures for the distribution of Tickets in accordance with this Policy. All requests for

Tickets which fall within the scope of this Policy shall be made in accordance with the procedures established by the Ticket Administrator.

The Ticket Administrator shall determine the Face Value of Tickets distributed by the 22nd DAA for purposes of this Policy.

The Ticket Administrator, in their sole discretion, may revoke or suspend the Ticket privileges of any person who violates any provision of this Policy or the procedures established for the distribution of Tickets in accordance with this Policy.

The disclosure forms required by 22nd DAA Disclosure Requirements section of this Policy shall be prepared and posted by the Ticket Administrator, or by an individual acting under the Ticket Administrator's authority, supervision, and control.

### **22nd DAA Disclosure Requirements**

Tickets distributed by the 22nd DAA to or at the behest of any 22nd DAA Official (i) which the 22nd DAA Official treats as income pursuant to this Policy, or (ii) for one or more public purposes described in this Policy, shall be posted on FPPC Form 802 by the 22nd DAA, or any successor form provided by the FPPC, in a prominent fashion on the 22nd DAA's website within thirty (30) days after distribution.

Such posting shall include the following information:

- The name of the recipient, except that if the recipient is an organization, the 22nd DAA may post the name, address, description of the organization and number of Tickets provided to the organization in lieu of posting names of each recipient;
- a description of the event;
- the date of the event;
- the Face Value of the Ticket;
- the number of Tickets provided to each person;
- if the Ticket was distributed at the behest of a 22nd DAA Official, the name of the 22nd DAA Official who made such behest; and
- a description of the public purpose(s) under which the distribution was made, or, alternatively, that 22nd DAA Official is treating the Ticket as income.

Tickets distributed by the 22nd DAA for which the 22nd DAA receives reimbursement from the 22nd DAA Official as provided in this Policy shall not be subject to the 22nd DAA Disclosure Requirements.

Tickets disclosed by the 22nd DAA on FPPC Form 802 are not subject to further disclosure by the 22nd DAA Official.



### Item 6-E-3: Audit & Governance Committee

#### Discussion and vote to hold committee meetings during the second week after the full Board of Directors meeting

There are currently 12 Board committees, many of which meet on a monthly basis. Each committee is comprised of two Board members and the District Chief Executive Officer and/or Chief Operations Officer. At this time there is no regular meeting cadence for any committees, and meetings can be difficult to schedule due to member availability.

#### Staff Recommendation

Staff recommends setting a regular schedule for all committee meetings to take place over the second week following the full Board of Directors meeting. This will allow ample time for staff and committee chairs to write and review comprehensive reports to present at the next full Board meeting.

## JANUARY 2027

| SUN | MON                 | TUES                   | WED | THURS | FRI | SAT |
|-----|---------------------|------------------------|-----|-------|-----|-----|
| 27  | 28                  | 29                     | 30  | 31    | 1   | 2   |
| 3   | 4                   | 5                      | 6   | 7     | 8   | 9   |
| 10  | 11                  | FULL<br>BOARD<br>MEETS | 13  | 14    | 15  | 16  |
| 17  | 18                  | 19                     | 20  | 21    | 22  | 23  |
| 24  | 25                  | 26                     | 27  | 28    | 29  | 30  |
| 31  | ← COMMITTEES MEET → |                        |     |       |     |     |

## FEBRUARY 2027

| MON                 | TUES | WED                    | THURS | FRI | SAT | SUN |
|---------------------|------|------------------------|-------|-----|-----|-----|
| 1                   | 2    | 3                      | 4     | 5   | 6   | 7   |
| 8                   | 9    | FULL<br>BOARD<br>MEETS | 11    | 12  | 13  | 14  |
| 15                  | 16   | 17                     | 18    | 19  | 20  | 21  |
| 22                  | 23   | 24                     | 25    | 26  | 27  | 28  |
| 1                   | 2    | 3                      | 4     | 5   | 6   | 7   |
| ← COMMITTEES MEET → |      |                        |       |     |     |     |



## **Item 6-H: Emergency Preparedness Committee Report**

In advancing the 22<sup>nd</sup> DAA Board's fiduciary responsibility to minimize risk, strengthen organizational resilience and ensure the Fairgrounds is prepared and continues to serve as a safe, reliable and trusted gathering place for our community, on September 9, 2026, the Emergency Preparedness Committee assembled a group of expert members of the community to collaborate, strategize, and plan for emergency readiness, response coordination and recovery planning for the Fairgrounds.

### **Update on Internal Processes and Inventory**

This group is made up of expert members of the community including representatives from Del Mar, Solana Beach and Rancho Santa Fe Fire Departments, San Diego County Office of Emergency Services, Department of Animal Services, San Diego Humane Society, Animal Rescue Volunteers, Horse Owners, Hospitality, Veterinarian Services, First 50 Volunteers and staff of the 22<sup>nd</sup> DAA who will be key members of an emergency coordination. Items discussed included a report out from the Public Safety Department of emergency event inventory that is stored in two containers on the backstretch. Items in inventory include gloves, masks, buckets, rakes and tools, clipboards and signage amongst other things. Staff will go through the counts and stock up on any short falls. The group was also apprised on routes around the grounds used in emergency situations including staging, ingress and egress. Additionally, public safety staff has developed a badging and wristband system in evacuation situations to keep the backstretch area secure. A list of all assignments needed in an evacuation management situation was created and feedback solicited. Once it is final, staff will be assigned to the various positions with appropriate training for each position.

### **Activating the Fairgrounds in an Emergency**

The process to open the fairgrounds in a disaster situation was discussed. The CEO makes the final decision. Although communication with OES and other agencies is imperative, the community has come to know the fairgrounds as an emergency evacuation location and past history has shown that they will come even before there is an official activation. Public Agencies and private individuals will look to the fairgrounds to provide safe haven for their animals and even themselves during future disasters. The Fairgrounds also stands ready, willing and able to assist during times of community crisis outside of the fair and race dates when access to the backstretch is unavailable due to the activities happening in the space. Efforts will be made to activate Horsepark for this purpose, but in the event Horsepark is unavailable, a short list of alternative

evacuation sites will be looked into in order to direct people to these alternate sites. It was suggested to utilize our website to indicate whether or not we have been activated and list alternate sites that exist.

### **Partnerships**

Staff is in the process of finding and developing MOUs with feed and bedding suppliers, veterinarians and manure/shavings removal companies who can be activated in an emergency evacuation situation.

### **First 50 Volunteers**

First 50 was formed in 2017 and is a group of vetted volunteers chosen by the fairgrounds from the community for their horsemanship knowledge and large animal handling skills. Currently a database of 47 volunteers exists who will be reached out to in the next week. Working with staff, a new database will be created and additional outreach, if needed, will be conducted.

### **Communications to the Public**

The Marketing Director briefed the group on steps taken in emergency activation situations including changing the website from promotional information to emergency information, activating social media for communication purposes with the community and constant communication and coordination with media outlets. Currently an archive of emergency information on the website prior to 2020 is being updated and readied to be put back on the website as a resource to the community. One goal of the staff is to create an informational piece to send out to the horse owner community once all forms and information have been updated on the site encouraging them to plan in advance for emergency situations in which they need an evacuation plan for their horse.

### **Training Opportunities**

The group discussed possible training opportunities for staff and others. Incident Command System (ICS) web-based courses are recommended intro courses for all staff and the 22<sup>nd</sup> DAA Board Directors. The courses are offered by FEMA and good intro into emergency management structure. The Office of Emergency Services offers training on mass care and shelter management. Additionally, the Del Mar Fire Chief offered their assistance with in-person training on ICS and other topics. He shared the possibility of staff participating in an 8-part series on event planning including FEMA's guidelines/standards on determining appropriate public safety staffing based on the size and nature of an event.

Staff will continue meeting internally to take feedback and input from the group and incorporate into the fairgrounds' planning. The committee also is reaching out to representatives from CalFire and the San Diego Sheriff's Department to join future meetings.



## **Item 6-I-1 and 6-I-3: Fair Operations Committee Report**

The Fair Operations Committee met on August 28<sup>th</sup> to celebrate the successes of the 2026 San Diego County Fair, and discuss lessons learned that will help inform planning for the 2027 Fair. The Committee specifically took up items that had been referred to it by the Finance Committee and Board Chair at the August 2026 Board meeting.

### **Fair Survey**

Staff took the committee through a presentation of the 2026 Fair Survey results. The survey was released following the 2026 Fair and there were over 1,500 respondents. Key findings will be presented during the September 2026 Board. Survey results will also be useful as we undertake a comprehensive review of Fair operations, marketing, programming, and messaging for future planning.

### **August Fair Debrief**

All regular full-time staff engaged in a one-day session on August 26 to share learning from the 2026 Fair that will be incorporated into 2027 Fair planning. Goals were set and task forces were developed to work on specific opportunities to improve Fair operations. Board and Committee member, Fred Schenk, kicked off the event with a welcome, and thank you to the staff.

### **Concessions**

Management has formed a Concessions Advisory Committee made up of 18 different concessions operators of various types and sizes. The group is meeting on September 30 with the goal of bringing ideas to the table to help with the concepts of affordability, promotions, processes and procedures and more. Fair Operations Committee will join the beginning of the meeting to welcome the group and thank them for their continued support of the San Diego County Fair.

### **Grandstand Talent**

A mixed strategy of using in-house staff and talent contractors is planned for the 2027 Fair to fulfill the needs of the Grandstand. By casting a wider net, the goal is to contract a variety of highly regarded talent at cost-effective pricing.

An RFP was recently issued for talent buying with the winning proposal being [Versa Music Group](#). During the September Board meeting, a new contract with Versa Music Group is on the consent calendar. The Fair Ops Committee recommends Board approval so that the process of acquiring Grandstand talent can begin this month. The Fair Operations Committee will continue its oversight of this hybrid process.

### 2027 Fair Dates

A financial analysis of keeping the Fair open on traditionally dark Tuesdays toward the end of the run was reviewed (see attached). Doing so could potentially yield an increase in net revenue of \$460,000. Management, with Fair Ops Committee support, is recommending an adjustment to the previously approved 2027 Fair dates as follows:

**Open:** Thursday, June 10 (rather than Wednesday)

**Close:** Monday, July 5

**Additional days:** Tuesdays, June 22 and June 29

This results in a total of 22 Fair days in 2027 compared to 20 in 2026.

|                                                                                              | SUN | MON                                                                                               | TUE                                                                                              | WED | THU                                                                                               | FRI | SAT |
|----------------------------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|-----|---------------------------------------------------------------------------------------------------|-----|-----|
| <b>JUNE<br/>2027</b><br><br><br><br><br><br><br><br><br><br><br><br><br><b>JULY<br/>2027</b> | 30  | 31                                                                                                | 1                                                                                                | 2   | 3                                                                                                 | 4   | 5   |
|                                                                                              | 6   | 7                                                                                                 | 8                                                                                                | 9   | 10<br><br>OPEN | 11  | 12  |
|                                                                                              | 13  | 14                                                                                                | 15                                                                                               | 16  | 17                                                                                                | 18  | 19  |
|                                                                                              | 20  | 21                                                                                                | 22<br><br>NEW | 23  | 24                                                                                                | 25  | 26  |
|                                                                                              | 27  | 28                                                                                                | 29<br><br>NEW | 30  | 1                                                                                                 | 2   | 3   |
|                                                                                              | 4   | 5<br><br>CLOSE | 6                                                                                                | 7   | 8                                                                                                 | 9   | 10  |

### Follow-up on Finance Committee/Board Chair Referral

The Fair Operations Committee is working with management to conduct a comprehensive and thorough review of all operational aspects of the Fair in tandem with the financial and fair survey results. Acknowledging the interconnectedness of programming, concessions, entertainment, exhibits, rides and games, etc., is paramount. The goal is to manage expenses and generate revenue that will deliver the fun, quality, and value that our guests and partners have come to expect from the San Diego County Fair.

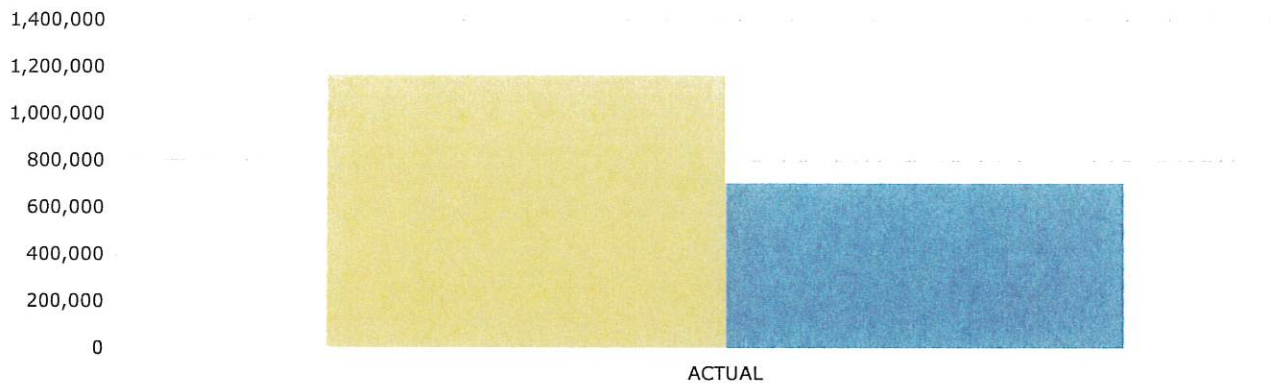
## SAN DIEGO COUNTY FAIR

# Daily Revenue v Expenses

| 26-Jun-26                       | Column1 | ACTUAL       | DIFFERENCE   |
|---------------------------------|---------|--------------|--------------|
| Income                          |         | 1,164,737.00 | 1,164,737.00 |
| Expenses                        |         | 703,834.83   | (703,834.83) |
| Balance (income minus expenses) |         | 460,902.18   | 460,902.18   |

### BUDGET OVERVIEW

Income Expenses



# Fair board ends agreement with Del Mar to negotiate affordable housing project

[U-T sandiegouniontribune.com/2026/08/19/fair-board-ends-agreement-with-del-mar-to-negotiate-affordable-housing-project](https://www.sandiegouniontribune.com/2026/08/19/fair-board-ends-agreement-with-del-mar-to-negotiate-affordable-housing-project)

Luke Harold

August 19, 2026

## The San Diego Union-Tribune

**Board members agreed they still want housing on the state-owned fairgrounds, but not on the city's state-imposed time frame**



John Gibbins/San Diego Union-Tribune

An aerial view of the Del Mar Fairgrounds property, as pictured on Jan. 14, 2020. (John Gibbins / U-T file)

The board of directors at the Del Mar Fairgrounds voted Aug. 18 to terminate an agreement with the city of Del Mar to negotiate a potential affordable housing project on fairgrounds property, ending a contentious years-long process to help the city meet a state housing mandate.

The city was counting on the fairgrounds to host 61 of the 113 affordable housing units that the city has to accommodate by 2029 for the state's sixth cycle Regional Housing Needs Allocation. The backup plan listed in the city's housing element is to upzone north and south bluff properties where city officials and residents have long opposed multi-unit housing.

Fair board members said they still want to pursue housing on the state-owned fairgrounds. But a 5-3 majority said they didn't see an imminent path to get it done within the confines of an exclusive negotiating rights agreement between the two sides.

A spokesperson for the California Department of Housing and Community Development did not immediately respond to a request for comment.

Following years of negotiation, fair board members identified Surf and Turf RV Park as the potential site they wanted to pursue. But the site is located on a slice of fairgrounds property within the city of San Diego, likely requiring the city of Del Mar to annex the land before it could get credit from the state for any housing built there.

City officials from Del Mar met with San Diego City Councilmember Joe LaCava, whose district includes the RV park, in July. LaCava then sent a letter to the fair board that said his staff "is looking into the legal aspects and what mayoral and city council actions would be necessary."

Fair board member Ted Miyahara, who made the motion to end the agreement to negotiate, led the five-member majority that thought the board could develop other ways outside of the exclusive negotiating rights agreement that don't involve a potentially long and complicated process of Del Mar annexing San Diego land.

The exclusive negotiating rights agreement between the fairgrounds and the city was scheduled to run through April 2027. Following multiple amendments, it included an upcoming November 2026 deadline for the city to secure a lease agreement. It also had a provision that allowed the fair board to terminate it at any time.

"This issue is really around RHNA credit," Miyahara said. "It's why the city of Del Mar has approached us to pursue housing on fairgrounds property. We should also be acknowledging that the city of San Diego has its own RHNA obligations. Will they actually give up RHNA credit? That creates a legitimate policy question for the future San Diego elected officials and I don't think we can assume the answer will be yes."

Fair board members have also repeatedly said over the years that they might need a longer timeline to decide whether housing fits into their long-term master planning process for the property.

Last minute pleas to keep the negotiating agreement in place by Solana Beach Mayor Lesa Heebner and Del Mar Mayor Tracy Martinez were unsuccessful.

“You have nothing to lose by letting us pursue this,” Martinez said. “It’s a lot that you chose and my understanding was it’s that or nothing. We took those as marching orders and we went to work during a very difficult time during the recess.”

Board member Mark Arabo recused himself from the vote. Earlier this month, the Del Mar City Council called a special meeting to ask county and federal prosecutors to investigate Arabo for potential conflict of interest related to housing at the fairgrounds.

The council made that decision based on an email signed by a Debrah Barnes. The letter, sent to city staff via email, starts with a disclaimer that the letter writer doesn’t accuse Arabo or anyone else of any wrongdoing.

But it noted Arabo’s 2024 purchase of a Rancho Santa Fe home through a real estate agent who has been working with the applicants of Seaside Ridge, a 259-unit housing proposal for Del Mar’s north bluff. It also noted Arabo’s campaign contributions to California Attorney General Rob Bonta, who sent a letter earlier this year to Del Mar urging the city to advance the Seaside Ridge application, which has been at the center of an administrative and legal dispute between the property owner and city.

Based on that history, the Barnes letter alleged that Arabo has been critical of the fairground housing proposal while being more supportive of Seaside Ridge, which is located on one of the properties Del Mar has to upzone as a backup plan to fairgrounds housing. Arabo said he has no personal or business interests in Seaside Ridge, and said there were no conflicts of interest in his past comments or decisionmaking.

The Del Mar Times has been unable to verify Barnes’ identity. Nobody named Barnes owned the single family home listed in the signature of the letter before or after its sale last month, according to county records. Nobody responded to voicemails or texts at the phone number in the letter, and nobody responded to an email sent to the same Gmail address that Barnes used to communicate with City Manager Ashley Jones.

Moments before the board discussion and vote to end negotiations, Arabo again denied any wrongdoing. He said he decided to recuse himself from the discussion and vote even though the deputy attorney general who represents the 22nd District Agricultural Association, which owns and operates the fairgrounds, said he didn’t have to.

Arabo’s personal attorney sent a letter Aug. 13 to the city demanding retractions of the referrals.

“The letter itself did not allege criminal wrongdoing—or any wrongdoing at all,” wrote Randy Grossman, Arabo’s attorney. “And the City targeted public officials who it considered a threat to a City proposal to build affordable housing on fairgrounds property shortly before a vote by the DAA on that matter. Under

those circumstances, it is the decision to make the referrals—not the subject of those referrals—that raises serious concerns.”

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# LiveNation Buying San Diego's Historic Wonder Bread Building For \$16.8 Million For Massive New 4,000 Capacity Music Venue

 [sandiegoville.com/2026/08/live-nation-buying-san-diegos-historic.html](https://sandiegoville.com/2026/08/live-nation-buying-san-diegos-historic.html)



Live Nation is making another major move into San Diego's concert market, purchasing downtown's historic Wonder Bread Building and planning to transform it into a 4,000-person music venue. The ambitious project would fill a longstanding gap in the city's live-music scene, while further expanding the entertainment giant's already substantial local footprint amid years of federal scrutiny over its dominance of the concert industry.

One of downtown San Diego's most distinctive historic buildings is about to trade beer for bands, and the company behind the transformation is already one of the most powerful forces in the region's concert industry. Live Nation Entertainment has purchased the 102-year-old Wonder Bread Building in East Village and intends to transform most of the property into a new, approximately 4,000-person music and entertainment venue expected to open in fall 2028. The project finally answers the mystery surrounding the recent sale of the longtime home of Mission Brewing, which [announced earlier this month](#) that it had been informed the property was purchased by an unidentified buyer planning a "large entertainment center."

According to the San Diego Union-Tribune, Live Nation purchased the property at 171 14th Street in late June through PVVN, LLC for \$16.8 million. The company is now pursuing City permits to partially demolish, preserve and dramatically expand the historic property.

The plans are ambitious. Live Nation intends to preserve the northern bakery portion of the Wonder Bread Building and incorporate it into the new venue as its box office, entrance, lobby and bar. Two historic facades would be reconstructed, while approximately two-thirds of the property would be demolished to accommodate a purpose-built concert hall.

Plans also call for a second-story premium seating area and a "Vinyl Room," an upscale club concept Live Nation has begun introducing at other properties.

The ground floor would primarily operate as a standing-room general-admission venue, with temporary seating possible depending on the event. Live Nation expects the unnamed venue to host approximately 85 to 90 concerts, comedy performances, podcasts and other events annually. For Live Nation, the attraction is straightforward: San Diego has long lacked a modern indoor venue in the approximately 4,000-person range.

"We've been looking for a venue of this size for close to a decade," Live Nation San Diego market vice president John Schalk told the Union-Tribune, explaining that artists frequently graduate from smaller clubs without yet being capable of filling an arena.

And the argument makes considerable sense. An artist who has outgrown a roughly 1,000-person club may not be ready for Pechanga Arena, Viejas Arena or an enormous outdoor amphitheater. A purpose-built venue accommodating around 4,000 people could provide an important intermediate stop and potentially keep touring acts in San Diego that might otherwise bypass the city for Los Angeles or Orange County.

But the project will also expand the footprint of a company that already plays an unusually large role in San Diego's concert industry. Live Nation's regional portfolio includes The Observatory North Park, House of Blues San Diego, The Magnolia in El Cajon and the massive North Island Credit Union Amphitheatre in Chula Vista. The Chula Vista amphitheater alone accommodates more than 19,000 people. Live Nation is also the primary booking partner for Viejas Arena and Cal Coast Credit Union Open Air Theatre at San Diego State University, according to the Union-Tribune.

Add the planned Wonder Bread venue and Live Nation's presence in San Diego will become even broader, spanning venues of dramatically different sizes and giving the company places to accommodate artists at numerous stages of their careers. That doesn't make the expansion inherently problematic. Live Nation's ability to operate and book venues at different capacities can make it easier to route tours through the region and potentially help artists continue playing San Diego as their audiences grow.

Still, the company's continued expansion comes against the backdrop of years of scrutiny over its enormous role in the American concert business. In 2024, the U.S. Department of Justice and dozens of

states filed an antitrust lawsuit against Live Nation and its Ticketmaster subsidiary, alleging monopolization and other anticompetitive conduct across portions of the live-entertainment industry.

Federal prosecutors argued that Live Nation's involvement in concert promotion, venue operations and ticketing gave the company the ability to reinforce its position across interconnected parts of the business. At the time the lawsuit was filed, the Justice Department said Ticketmaster controlled at least 80 percent of primary ticketing at major concert venues, Live Nation controlled more than 60 percent of concert promotions nationwide and the company owned or controlled more than 60 percent of large U.S. amphitheaters.

Live Nation strongly disputed the government's characterization of its business and maintained that the concert industry remains highly competitive. The dispute ultimately moved toward resolution through a proposed settlement rather than a full trial on the government's allegations. Under the proposed federal judgment, Live Nation and Ticketmaster agreed to changes affecting certain ticketing agreements, venue relationships and other business practices. A settlement, importantly, is not the same as a judicial determination that the government's allegations were proven.

Live Nation and Ticketmaster have also faced a separate Federal Trade Commission lawsuit filed with seven states in 2025 concerning ticket pricing, mandatory fees and professional ticket brokers. Those allegations likewise remain contested. The federal scrutiny nevertheless provides relevant context for Live Nation's continued growth in individual markets, including San Diego.

The issue is more complicated than simply counting how many venues one company owns. Live Nation's business extends across several interconnected portions of the live-entertainment industry. It promotes concerts, operates and books venues and, through Ticketmaster, participates extensively in ticketing. San Diego illustrates both the advantages and the questions created by that scale.

A developing artist might perform at House of Blues or The Observatory before eventually moving into the proposed Wonder Bread venue. Larger tours can play Viejas Arena or North Island Credit Union Amphitheatre. Live Nation may also promote the tour and Ticketmaster may handle ticketing.

For artists, that network can provide a relatively seamless path through increasingly larger venues. For Live Nation, it creates a formidable entertainment infrastructure. And for San Diego concertgoers, it can mean access to touring acts that might otherwise skip the market.

That same breadth, however, is also why Live Nation's expansion continues to attract attention from regulators, competitors and independent participants in the concert industry. Independent promoters, venues and ticketing companies compete in a market where Live Nation possesses significant resources, established relationships with touring artists and an extensive network of venues.

None of that establishes that Live Nation has an unlawful monopoly in San Diego, nor is there evidence that the Wonder Bread acquisition itself is anticompetitive. The company identified a genuine gap in the local venue market and is proposing a substantial investment to fill it.

The Wonder Bread project could also produce considerable benefits for downtown San Diego. A modern 4,000-person indoor venue near Petco Park could attract touring acts San Diego currently loses to other Southern California markets. Eighty-five to 90 events annually could generate significant foot traffic for surrounding East Village restaurants, bars and businesses, while the adaptive reuse plan preserves important elements of one of downtown's more distinctive historic structures.

The Wonder Bread Building was constructed in 1924 and designed by noted architect Eugene Hoffman. The interconnected brick industrial complex originally operated as the Southern California Baking Company before Continental Baking Company, maker of Wonder Bread, occupied the property from 1953 through 1988. The City designated the building a historic landmark in 2001.

Its next defining chapter began when Mission Brewing moved into the property in 2011, converting its cavernous brick-and-timber interior into one of San Diego's most recognizable brewery spaces. Mission ultimately occupied more than 14,000 square feet, operating a production brewery and tasting room beneath the building's exposed wooden beams and clerestory windows. The brewery became especially synonymous with Padres game days, Comic-Con and events surrounding nearby Petco Park.

Mission will hold a farewell celebration August 21-23 before permanently closing its East Village tasting room at the end of August. The brewery itself will continue operating, with production already relocated to Miramar and additional locations in Kensington, at UC San Diego and in the Del Mar area.

Live Nation's redevelopment would usher in perhaps the most dramatic transformation of the property yet. The company says it intends to retain all four walls of the historic bakery portion at the northern end of the property, preserve the visible grain silo and barrel-vaulted trusses with skylights, and reconstruct historic facades along 14th Street. The modern concert hall would then rise behind and alongside those preserved elements. The result would essentially combine one of East Village's oldest surviving industrial landmarks with a purpose-built contemporary entertainment venue.

That makes the Wonder Bread project significant for reasons extending beyond Live Nation's market share. It could preserve and reactivate a historic building, fill a legitimate hole in San Diego's live-music infrastructure and bring thousands of additional visitors into East Village dozens of nights each year. At the same time, the project would further expand Live Nation's already significant presence in San Diego's live-entertainment ecosystem. Given the company's recent antitrust history, that makes the expansion worthy of attention without necessarily making it cause for alarm.

Ultimately, both things can be true. San Diego arguably needs exactly the type of venue Live Nation is proposing, and a company with Live Nation's resources and touring relationships may be particularly

well positioned to make it successful. Its arrival also provides another example of just how extensive Live Nation's reach has become within the modern concert industry.

The Wonder Bread venue is expected to open in fall 2028. Before that happens, the project requires several City approvals, including permits for indoor entertainment, development deviations and a theater marquee. Plans are expected to be presented to the Downtown Community Planning Council before eventually reaching a City hearing officer.

If approved, one of San Diego's most recognizable historic industrial buildings will begin yet another life - this time as a major stop on the national concert circuit.

***Originally published on August 17, 2026.***

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**Subject: Please Share w/ Board Members & Officers/Two Horses Die at Del Mar on Sunday after Racing Injuries (Video)**

---

**From** Jamie Sanders <[REDACTED]>

**Date** Sun 8/16/2026 2:47 PM

**To** Molly Arnold <marnold@sdfair.com>

Hi Molly,

Please share the following with the Board Members and Officers of the 22nd DAA, Del Mar Race Track Authority and State Race Track Leasing Commission, and include in the next Board Packets for these bodies. Thank you for your time.

Two Thoroughbred horses were euthanized at Del Mar Racetrack on Sunday, July 26, 2026, after catastrophic fractures to their front leg racing on Saturday and Sunday. Four-year-old colt Cornucopian and three-year-old filly Can You Dream are the first two deaths at the Del Mar Racetrack in its 2026 season started on July 17th.

"Can You Dream, a 3-yr-old filly trained by Rafael DeLeon, sustained a left front fetlock injury on the backstretch of Sunday's 8th race & was euthanized due to the severity of the injury."

<https://www.sandiegouniontribune.com/2026/07/26/del-mar-notebook-gold-phoenix-wins-eddie-read-stakes-cornucopian-euthenized/>

Tom Ryan of lead owner SF Racing wrote in a 10:44 p.m. PDT post on X. "Yesterday our brilliant colt Cornucopian sustained a catastrophic injury. We worked very closely with our veterinary team, and after hearing every expert opinion available, the kindest and clearest decision was to let him go with dignity. He was a brilliant colt with a huge heart and a partnership and fan base that loved him dearly. RIP."

Memorial YouTube video for Cornucopian, including the Bing Crosby Stakes on Saturday in which he was mortally injured: <https://youtu.be/hyAfs7kzVps>

No legitimate sport would tolerate the deaths of 24 of its athletes in 28 weeks of competition in just one state, California, much less two in just two weeks at only one venue, Del Mar Racetrack.

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**Share with Board Members & Officers / Two Horses Dead at Del Mar Before Season's First Month (Video)**

---

**From** Dash Nye <[REDACTED]>  
**Date** Sun 8/16/2026 6:35 PM  
**To** Molly Arnold <marnold@sdfair.com>

Hi Molly,

Please distribute the following to all Board Members and Officers of the 22nd DAA, Del Mar Race Track Authority, and State Race Track Leasing Commission, and include it in the next Board Packets for each body.

Two horses were killed at Del Mar Racetrack this weekend — both euthanized after sustaining catastrophic front leg fractures during races. Cornucopian, a four-year-old colt, was fatally injured during the Bing Crosby Stakes on Saturday. Can You Dream, a three-year-old filly trained by Rafael DeLeon, suffered a left front fetlock injury on the backstretch of Sunday's 8th race and was euthanized due to the severity of the injury. They are the first two deaths of Del Mar's 2026 season, which began July 17th.

These are not accidents. They are the predictable consequence of an industry that runs young horses on fragile legs until those legs fail. Two individuals dead in two days. The board has both the authority and the obligation to respond.

Coverage of Can You Dream's death: <https://www.sandiegouniontribune.com/2026/07/26/del-mar-notebook-gold-phoenix-wins-eddie-read-stakes-cornucopian-euthenized/>

Memorial video for Cornucopian, including the race in which he was mortally injured: <https://youtu.be/hyAfs7kzVps>

Thank you for reading.

Dash Nye

---

**Please Share w/ Board Members & Officers/Two Horses Die at Del Mar on Sunday after Racing Injuries (Video)**

---

From [REDACTED] >

Date Mon 8/17/2026 4:08 PM

To Molly Arnold <marnold@sdfair.com>

Hi Molly,

Please share the following with the Board Members and Officers of the 22nd DAA, Del Mar Race Track Authority and State Race Track Leasing Commission, and include in the next Board Packets for these bodies. Thank you for your time.

Two Thoroughbred horses were euthanized at Del Mar Racetrack on Sunday, July 26, 2026, after catastrophic fractures to their front leg racing on Saturday and Sunday. Four-year-old colt Cornucopian and three-year-old filly Can You Dream are the first two deaths at the Del Mar Racetrack in its 2026 season started on July 17th.

"Can You Dream, a 3-yr-old filly trained by Rafael DeLeon, sustained a left front fetlock injury on the backstretch of Sunday's 8th race & was euthanized due to the severity of the injury." [Del Mar notebook: Gold Phoenix wins Eddie Read Stakes; Cornucopian euthanized](#)

**Del Mar notebook: Gold Phoenix wins  
Eddie Read Stakes; Cornucopian  
euthanized**

The victory was the record sixth Del Mar stakes win for the Irish-bred Gold Phoenix.

Tom Ryan of lead owner SF Racing wrote in a 10:44 p.m. PDT post on X. "Yesterday our brilliant colt Cornucopian sustained a catastrophic injury. We worked very closely with our veterinary team, and after hearing every expert opinion available, the kindest and clearest decision was to let him go with dignity. He was a brilliant colt with a huge heart and a partnership and fan base that loved him dearly. RIP."

Memorial YouTube video for Cornucopian, including the Bing Crosby Stakes on Saturday in which he was mortally injured: [Cornucopian 🕯️ KILLED AT HELL MAR 7.25.26 @DelMarRacing #horseracing](#)



**Cornucopian 🕯️ KILLED AT HELL  
MAR 7.25.26 @DelMarRacing  
#horseracing**

By Warhorse

No legitimate sport would tolerate the deaths of 24 of its athletes in 28 weeks of competition in just one state, California, much less two in just two weeks at only one venue, Del Mar Racetrack.

For the animals,  
LAADL

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**Please Share w/ Board Members & Officers/Two Horses Die at Del Mar on Sunday after Racing Injuries (Video)**

---

From rachiesaur <[REDACTED]>

Date Mon 8/17/2026 5:09 PM

To Molly Arnold <marnold@sdfair.com>

Hi Molly,

Please share the following with the Board Members and Officers of the 22nd DAA, Del Mar Race Track Authority and State Race Track Leasing Commission, and include in the next Board Packets for these bodies. Thank you for your time.

Two Thoroughbred horses were euthanized at Del Mar Racetrack on Sunday, July 26, 2026, after catastrophic fractures to their front leg racing on Saturday and Sunday. Four-year-old colt Cornucopian and three-year-old filly Can You Dream are the first two deaths at the Del Mar Racetrack in its 2026 season started on July 17th.

"Can You Dream, a 3-yr-old filly trained by Rafael DeLeon, sustained a left front fetlock injury on the backstretch of Sunday's 8th race & was euthanized due to the severity of the injury."

<https://www.sandiegouniontribune.com/2026/07/26/del-mar-notebook-gold-phoenix-wins-eddie-read-stakes-cornucopian-euthenized/>

Tom Ryan of lead owner SF Racing wrote in a 10:44 p.m. PDT post on X. "Yesterday our brilliant colt Cornucopian sustained a catastrophic injury. We worked very closely with our veterinary team, and after hearing every expert opinion available, the kindest and clearest decision was to let him go with dignity. He was a brilliant colt with a huge heart and a partnership and fan base that loved him dearly. RIP."

Memorial YouTube video for Cornucopian, including the Bing Crosby Stakes on Saturday in which he was mortally injured: <https://youtu.be/hyAfs7kzVps>

No legitimate sport would tolerate the deaths of 24 of its athletes in 28 weeks of competition in just one state, California, much less two in just two weeks at only one venue, Del Mar Racetrack.

Kind Regards,  
Rachel Keenan

Sent from my Galaxy

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**Please Share w/ Board Members & Officers/Two Horses Die at Del Mar on Sunday after Racing Injuries (Video)**

---

From David Bailey <[REDACTED]>

Date Mon 8/17/2026 7:52 PM

To Molly Arnold <marnold@sdfair.com>

Hi Molly,

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"Can You Dream, a 3-yr-old filly trained by Rafael DeLeon, sustained a left front fetlock injury on the backstretch of Sunday's 8th race & was euthanized due to the severity of the injury."

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No legitimate sport would tolerate the deaths of 24 of its athletes in 28 weeks of competition in just one state, California, much less two in just two weeks at only one venue, Del Mar Racetrack.

[Yahoo Mail: Search, organise, conquer](#)

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**Southern District of California | Two Arrested in Years-Long Scheme to Smuggle Protected Reptiles Across U.S.-Mexico Border | United States Department of Justice**

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**From** Jane Cartmill <[REDACTED]>

**Date** Wed 8/19/2026 2:17 PM

**To** Molly Arnold <marnold@sdfair.com>

Please forward this very timely news to the 22nd DAA Board members as soon as possible. I have brought this matter of exotic reptile trafficking to their attention as recently as this past Tuesday. If this can be printed out and included in the next Board packet I would be most appreciative. An exotic reptile exhibit is scheduled at the fairgrounds for September 12-13. Thank you.

Jane Cartmill, Encinitas CA

<https://www.justice.gov/usao-sdca/pr/two-arrested-years-long-scheme-smuggle-protected-reptiles-across-us-mexico-border>

Sent from my iPhone



## exotic reptiles

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**From** Jane Cartmill <[REDACTED]>

**Date** Wed 8/19/2026 3:08 PM

**To** Molly Arnold <marnold@sdfair.com>

 1 attachment (86 KB)

Two arrested in alleged longtime exotic reptile smuggling operation.htm;

This story is all over the news. Please forward to the Board members along with Justice Department news release.

# Two arrested in alleged longtime exotic reptile smuggling operation

 [10news.com/news/local-news/two-arrested-in-alleged-longtime-exotic-reptile-smuggling-operation](https://10news.com/news/local-news/two-arrested-in-alleged-longtime-exotic-reptile-smuggling-operation)

City News Service

August 19, 2026



Posted 8:32 PM, Aug 18, 2026

SAN DIEGO (CNS) - A man and a woman suspected of running a years-long exotic reptile smuggling operation, in which animals were brought across the border through San Diego County ports of entry, have been arrested, the U.S. Attorney's Office announced today.

Georgina Bribiesca Chavez, 66, of Tijuana, and Salvador Pelayo, 28, of Chula Vista, allegedly made tens of thousands of dollars in profit from smuggling exotic animals across the border and selling them in both the United States and Mexico, according to the U.S. Attorney's Office.

Skip in 2s The video player is currently playing an ad.

Pelayo was arrested in July, while Chavez was arrested last week while allegedly trying to cross through the San Ysidro Port of Entry with nearly 70 reptiles hidden in her vehicle.

Prosecutors said that after U.S. Customs and Border Protection officers discovered Chavez had an outstanding warrant connected to a wildlife trafficking investigation, her vehicle was seized.

After Chavez's arrest, she did not tell officers that live animals were inside her car, which was left outside for nearly a day, the U.S. Attorney's Office alleged.

Pillowcases that were knotted, taped up, and found inside a concealed compartment in the car contained 60 anole lizards, four venomous yellow-blotched palm pit vipers, three caimans, one baby crocodile, and one indigo snake, according to the U.S. Attorney's Office, which said some of the species are protected due to their endangered or threatened status.

After the car was searched and the animals were recovered from the vehicle, three of the caimans died, while the other animals were being cared for by San Diego Zoo staff.

U.S. Fish and Wildlife Service investigators began looking into the alleged trafficking activities about 18 months ago, leading to multiple undercover purchases of animals, the U.S. Attorney's Office said.

One of those purchases was for four protected Mexican box turtles, all of which were "in bad health" and died within two months of the undercover purchase.

Both Chavez and Pelayo have pleaded not guilty in San Diego federal court and are being held without bond.



PRESS RELEASE

# Two Arrested in Years-Long Scheme to Smuggle Protected Reptiles Across U.S.-Mexico Border



Tuesday, August 18, 2026

**For Immediate Release**

U.S. Attorney's Office, Southern District of  
California

SAN DIEGO – Georgina Bribiesca Chavez of Tijuana, Mexico, appeared in federal court today to face a wildlife trafficking charge after she allegedly participated in a years-long scheme to smuggle exotic reptiles into and out of the United States. Chavez's alleged wildlife trafficking partner, Salvador Pelayo of Chula Vista, was arrested in July and faces a similar federal charge for trafficking exotic wildlife.



Chavez was arrested last week while attempting to cross the U.S.-Mexico border with a vehicle containing dozens of concealed reptiles, including four venomous, yellow-blotched palm pit vipers; three caimans; one baby crocodile; and more than 60 other reptiles protected under international treaties because of declining populations worldwide.

According to court documents, on the morning of August 10, 2026, Chavez applied for entry into the United States at the San Ysidro Port of Entry. She told a U.S. Customs and Border Protection (CBP) officer that she had nothing to declare. While checking her identification, the officer discovered that Chavez had an outstanding arrest warrant related to a long-term wildlife trafficking investigation. She was taken into custody, and her vehicle was seized.

The following morning, CBP officers assigned to the seized-vehicle lot inspected Chavez's red Volkswagen. Inside, they discovered a concealed factory compartment behind the rear bench seat. The compartment contained pillowcases that had been knotted closed and sealed with tape. One of the pillowcases was moving. The officer called for backup.

Later that day, the pillowcases were transported to the San Diego Zoo for examination and handling. Zoo staff carefully opened the packages and discovered the 60 abronia lizards, four venomous yellow-blotched palm pit vipers, three caimans, one baby crocodile, and one indigo snake. Several of these species are protected under international treaties because of their endangered or threatened status.

Even after her arrest, Chavez never told CBP officers about the live animals in her car, leaving them abandoned for nearly 24 hours in the August heat in San Ysidro. All three caimans died before the San Diego Zoo could provide care. As of last week, the remaining animals were stable and remained under the Zoo's care.

***“These animals were not cargo—they were living creatures subjected to dangerous conditions for profit,” said U.S. Attorney Adam Gordon.***



At today's hearing, U.S. Magistrate Judge Jill L. Burkhardt ordered Chavez held without bond pending trial. Chavez and Pelayo have both pleaded not guilty.

According to court documents, Chavez and Pelayo began working together to traffic wildlife into the U.S. to sell to American buyers in 2023. Investigators with the U.S. Fish and Wildlife Service began an undercover investigation about 18 months ago, targeting their trafficking activity. Over the course of the investigation, Pelayo and Chavez were involved in several undercover buys of protected turtles and were surveilled by investigators sending and receiving wildlife at shipping centers around San Diego.

On one occasion in March 2025, as alleged in Chavez's complaint, undercover agents purchased four protected Mexican box turtles from Pelayo and their partner in Mexico; Chavez met the undercover agent in person to deliver the live animals just hours after she crossed the U.S.-Mexico border. The agent paid Chavez \$2,600 cash in exchange for the turtles. After the undercover buy, the turtles were transferred to the Oakland Zoo for care and keeping, where they were identified as protected species native to Mexico. The turtles were in bad health, likely because they were caught in the wild and had contracted a respiratory disease. By May 2025, all four of the turtles had died.



On another occasion also in March 2025, as alleged in Pelayo's complaint, another undercover agent purchased four protected Mexican and Yucatan box turtles from their partner in Mexico to be shipped to New York. The turtles, which are native to Mexico, were smuggled into the U.S. On March 11, 2025, Pelayo used a fake name, "Jose Lopez," to ship a box containing the four turtles to the undercover agent in New York. The agent received the turtles the next day and transferred them to the Buffalo Zoo for care and keeping.

Pelayo and Chavez are believed to have trafficked exotic wildlife together for several years and court documents allege that they made tens of thousands of dollars in profits from the sale of those animals to buyers in the United States. According to court records, at times, they would buy protected wildlife that was sourced in the United States and export it to Mexico, where customers in Mexico would purchase the rare animals. Chavez was observed picking up Eastern box turtles native to New York at a shipping center in San Diego, which she smuggled into Mexico in the trunk of her red Volkswagen.

Chavez is due in court on August 27, 2026, at 9:30 a.m., for a preliminary hearing before Judge Burkhardt. Pelayo's next hearing is on October 2, 2026, at 10:30 a.m. before U.S. District Judge Cathy A. Bencivengo.

The U.S. Attorney's Office for the Southern District of California and the U.S. Fish and Wildlife Service are members of the Department of Justice's Trade Fraud Task Force, a cross-agency law enforcement effort that also involves the National Fraud Enforcement Division, the Criminal and Civil Divisions, the Energy and Natural Resources Division, the Department of Homeland Security, and U.S. Attorney's Offices nationwide. The Task Force was created to leverage all of the Department's tools and authorities to prevent trade fraud that deprives the government of vital revenue, threatens critical domestic industries, undermines consumer confidence, and weakens national security. The Task Force is designed to pursue enforcement actions against parties who seek to evade tariffs and other duties, as well as smugglers who

seek to import prohibited goods into the American economy. The Justice Department encourages whistleblowers to alert the government to credible allegations of fraud, including utilizing the qui tam provisions of the False Claims Act or through the Criminal Division’s Corporate Whistleblower Program at [CorporateWhistleblower@usdoj.gov](mailto:CorporateWhistleblower@usdoj.gov) using the form available [here](#).

This case is being prosecuted by Assistant U.S. Attorney Emily W. Allen for the Southern District of California.

The U.S. Fish and Wildlife Service – Office of Law Enforcement is investigating this case with assistance from the National Oceanic and Atmospheric Administration and the California Department of Fish and Wildlife.

**DEFENDANTS**

|                                                    |         |                 |
|----------------------------------------------------|---------|-----------------|
| Salvador Pelayo, Case No. 26-mj-4326-DDL           | Age: 28 | Chula Vista, CA |
| Georgina Bribiesca Chavez, Case No. 26-mj-4598-JLB | Age: 66 | Tijuana, Mexico |

**SUMMARY OF CHARGES**

Lacey Act Trafficking – Title 16, U.S.C., Sections 3372(a)(1) and 3373(d)(1)(B)

Maximum penalty: Five years in prison and \$250,000 fine

**INVESTIGATING AGENCY**

U.S. Fish and Wildlife Service

**Contact**

Kelly Thornton, Director of Media Relations

*Updated August 18, 2026*

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**Topic**

WILDLIFE

**Component**

[USAO -California, Southern](#)

Press Release Number: CAS26-0818-Chavez

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Fw: RESPONSE: Central Valley Pet Expo

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**From:** CVRE <info@cvrexpo.com>  
**Sent:** Wednesday, August 26, 2026 3:16 PM  
**To:** Dennis Robbins <drobbs@sdfair.com>  
**Subject:** RESPONSE: Central Valley Pet Expo

Here is our response to the article. Please confirm receipt.

#### **Response Regarding the Recent Wildlife Trafficking Article**

We understand that the recent federal case involving the smuggling of protected reptiles across the U.S.-Mexico border may raise questions. However, it is important to make a clear distinction between the criminal activity described in that article and CVRE Expos, our exhibitors, and the animals presented at our expos.

The individuals identified in the article are alleged wildlife traffickers. **They are not CVRE Expo vendors and have never been CVRE Expo vendors.** The conduct described in the article involved a years-long alleged criminal operation to illegally smuggle protected wildlife across an international border, conceal animals in a vehicle, and sell illegally obtained wildlife. That activity has absolutely nothing to do with the operation of our expos.

CVRE Expos operate within a highly regulated environment. We work with both the U.S. Fish and Wildlife Service and the California Department of Fish and Wildlife, and our events are subject to regulatory oversight and inspection. We conduct as many as 14 events each year, year after year, and we have operated **without** the type of violations being described in this article. Animals at our expos are inspected as part of the regulatory process, and we remain subject to continuing oversight from the appropriate agencies.

It is also important to understand the fundamental difference between a legitimate regulated animal exhibitor and a wildlife smuggler. **Smugglers do not operate openly as licensed, regulated vendors at public events.** Their business is conducted through the illegal underground market precisely because the animals and transactions involved are prohibited or unlawfully obtained. Comparing a criminal trafficking operation to established, regulated exhibitors at a public expo is therefore not an accurate comparison.

CVRE Expos does not offer venomous animals, illegally obtained wildlife, smuggled animals, protected animals that cannot legally be possessed or sold, or other animals whose sale or possession would violate applicable laws or regulations. Our exhibitors have established relationships with our events, and many have participated with us for years. We have every interest in maintaining a responsible, transparent, and compliant environment.

Our commitment goes beyond simply complying with the law. **CVRE Expos are committed to education, responsible animal ownership, and animal welfare.** We are proud to host events that support one of the largest and longest-running reptile, wildlife, and exotic-animal rescue organizations and help advance its mission of putting education first.

We do not promote the removal of animals from the wild. Our focus is on animals produced in captive environments and animals responsibly acquired through appropriate legal channels. We also maintain strict hygiene and animal-handling practices before, during, and after interactions involving people and animals.

Questions about transportation containers should likewise be viewed in their proper context. Animals may, when being transported, be temporarily housed in containers designed for safe and secure transportation. That does not mean those containers constitute their permanent housing. Once an animal reaches its destination, it is placed in an appropriate enclosure consistent with the species' needs.

Most importantly, **the existence of a bad actor in the exotic-animal world does not make every person or organization involved with reptiles a bad actor.** There are illegal wildlife traffickers, just as there are criminals in virtually every industry. That does not make legitimate, regulated businesses participants in those crimes.

In this particular case, the federal agencies did exactly what they are supposed to do: they investigated an alleged illegal wildlife-trafficking operation, made arrests, seized the animals, and are pursuing federal charges. The fact that the U.S. Fish and Wildlife Service is actively investigating and prosecuting these alleged smugglers demonstrates the importance of the regulatory and enforcement system that legitimate exhibitors such as CVRE Expos work within.

We welcome reasonable questions about our events and our compliance practices. This unrelated criminal investigation involving individuals who have never been CVRE Expo vendors does not in any way reflect on CVRE Expos or our exhibitors. Nor were we named in the unrelated federal charges.

**We have not participated in, facilitated, or condoned the conduct described in this article. We remain committed to education, animal welfare, regulatory compliance, and responsible participation in the reptile and exotic-animal community.**

CVRE  
cvrexpo.com

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August 21, 2026

Honorable Chair and Board of Directors  
22<sup>nd</sup> District Agricultural Association  
2260 Jimmy Durante Blvd.  
Del Mar, CA 92014-2216

**Request for Reconsideration of Affordable Housing on 22<sup>nd</sup> DAA Property & Termination of Related Agreement**

Dear Honorable Chair and Members of the 22<sup>nd</sup> DAA Board,

On behalf of the City of Del Mar, I respectfully request that the 22<sup>nd</sup> District Agricultural Association (DAA) Board of Directors formally reconsider actions taken on Board Items 8 D (3), (4), and (5) on August 18, 2026, at your next scheduled Board meeting on September 15, 2026.

The Board's recent actions on August 18 have effectively stopped any work by the City toward pursuit of affordable housing on Site 4 (Surf and Turf RV Park) at the Fairgrounds. Without an Agreement with the District, commitment of continued collaboration, or Board support for housing to be sited anywhere on District property, no additional public funds or resources will be granted for this work, nor will further work toward annexation be possible.

The Governor has made it expressly clear that affordable housing is the most important issue facing California. Therefore, it is confounding that the 22<sup>nd</sup> DAA, as a State agency with a Board comprised of Gubernatorial appointees, would squander its best opportunity to rise to the Governor's challenge and build a significant and regionally important number of affordable units on State property.

The City has been a good faith partner to the District throughout this process and never intended to hinder your Board's control over decisions for the Fairgrounds. We understand and support the preservation of local control. The District's use of more than half of the \$1.7 million in scarce State grant funds that were obtained by Del Mar to study and then prematurely reject this proposal seems an unnecessary waste of critical public resources.

At the District's request, the City focused our efforts since June on potential annexation of the RV lot and were on the cusp of a scenario beneficial to all, when you moved the goal post and cancelled the Agreement to consider affordable housing on District property altogether.

Furthermore, the misinformation shared by District staff and members of your Board in the recent meeting is disheartening. The timeline document shared with the Board by CEO Bartling was not made available to the public before the meeting - which appears to be a violation of the Bagley Keene Open Meeting Act (§ 11125.1). Based on CEO Bartling's presentation, the referenced timeline document misdated the start of affordable housing discussions between Del Mar and the District, and there likely may be other inaccuracies, but the City was not provided a copy of the document nor given the opportunity to review prior to it being circulated to confirm the accuracy of the information, something that would have been beneficial to all.

And while Board Vice Chair Barkett corrected the record in her comments, further Board discussion on this and Items 8 D (4) and (5), and additional inaccurate information provided by Board Member Miyahara, perpetuated misinformation about the annexation process and ultimately led to the Board appearing to make decisions with serious ramifications based once again on inaccurate information.

For the public record, let me be clear:

- As a result of the Board's actions, Del Mar cannot continue to seek the San Diego City Council's agreement to annex the Site 4 (Surf/Turf Lot) District property or initiate the LAFCO annexation process. The annexation process requires formal action in support of annexation by the DAA and City of San Diego; it cannot proceed without that.
- Throughout this process, we have emphasized in writing and oral communications at your Board meetings that the City of Del Mar has agreed to shoulder all expenses and administrative work associated with the Site 4 annexation request. The Fair Board will not and has never had financial or administrative obligations regarding Del Mar's work with LAFCO.
- LAFCO has informed the City that this process, assuming San Diego bears no objections, should take less than one year once an application is submitted, contrary to what your Board was told on Tuesday.
- Council President LaCava expressed support for taking the request forward with his Council colleagues to determine if San Diego would be willing to part with this small parcel, which provides no meaningful revenue or current benefit to San Diego.
- While Council President LaCava committed to understanding the full annexation process, he cannot unilaterally commit San Diego to support the annexation of Site 4. As you know from your experience sitting on a public legislative body, this ultimate discussion and decision-making process must be conducted by the full San Diego City Council with full transparency and public participation in an open meeting.
- San Diego representatives have indicated clearly that San Diego has no immediate interest in pursuing an affordable housing partnership on Site 4. Based on District financial reports and important current and potential District capital improvements, it appears the District lacks the budget and bandwidth to work on this alone or at any time soon. Our desire to be your effective and cooperative partner to build much-needed affordable housing west of Interstate 5 still stands.

As Mayor, and one of your many Del Mar neighbors, I ask once again that you please place this item on your September board agenda for reconsideration given these clarified facts. Permit Del Mar to use best efforts to annex Site 4 to build at least 61 units of affordable housing. Allow us to help you fulfill the goals set by California's Governor and be model for State and local partnership that prioritizes all Californians. Join us, please.

Request for Board Reconsideration – Affordable Housing

August 21, 2026

Page 3

Respectfully,



Tracy Martinez  
Mayor

cc: Del Mar City Council

Ashley Jones, City Manager

Christina Cameron, City Attorney

Ralph Hicks, Assistant City Attorney

Becky Bartling, District CEO

Josh Caplan, Deputy Attorney General/District Counsel

Trey Reffett, Deputy Cabinet Secretary for Transportation, Housing & Homelessness

Joe LaCava, San Diego City Council President

Lesa Heebner, Solana Beach Mayor

Catherine Blakespear, California State Senator

Tasha Boerner, California State Assemblymember

Terra Lawson Remer, SD County Supervisor

Mario Orso, SANDAG CEO

Mr. and Mrs. Jan Gary



San Marcos, CA 92078

Members of the Board of Directors  
22<sup>nd</sup> District Agricultural Association  
2260 Jimmy Durante Blvd  
Del Mar, CA 92014

August 28, 2026

Members of the Board: Thank you for this opportunity.

Del Mar fairgrounds and San Diego County Fair are local treasures. This is OUR FAIR, our home is just a few miles away, our children grew up coming here for youth and community events, for the unique features of San Diego County and to enjoy the fun, food and educational features of the Annual Fair.

In addition, we have the honor of bringing Dippin' Dots Ice Cream to the fair since 1991, a fan favorite with all ages. Kids who had Dippin Dots in the early years are still fans today, and are now inviting us to cater their weddings, baby showers, celebrations of life.

These grounds are very important to the whole region, for the Fair which brings us all together, the local events held here, and wildfire and other regional emergency services.

Just as you, we are concerned for the future of this place. We sincerely encourage you as the Board, and as individuals to search every line item in the budget to find realistic broad-based solutions to cut costs, rather than adding more burden to the Fair concessionaires and vendors. As a company we have continually minimized our costs, keeping some prices about the same year over year.

Funds collected for food purchases are subject to twenty-five percent commission, and now, we were restricted to card-only sales, not favored by some guests, no cash. Now card fees are being included in that twenty-five percent, increasing concessionaire costs. We believe those fees over which we have little or no control, should be treated as Sales tax is treated, deducted from the total sales, thus twenty-five percent based on ACTUAL sales.

Every concessionaire at San Diego County Fair is a dedicated professional, committed to our industry and to provide the best product at the best price for our fans. We ask that you give us the freedom to continue that service, and not to penalize with costs or services we cannot control.

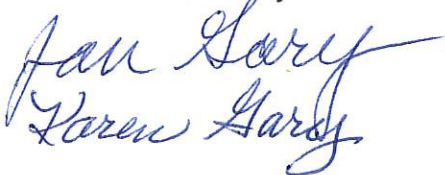
Regarding fees charged for specific locations, concessionaires along main avenues produce significantly more for the Fair because of location; higher fees to them could mean higher cost of doing business, thus higher prices for our Fair guests. We believe working on VOLUME is a better solution for the bottom line, not increasing costs of doing business which can lower volume and increase prices to guests.

As a suggestion to increasing cash flow without increasing percentage perhaps increase attendance, one of your primary functions for the fair; Fair already provides offsite parking and shuttles, increase those capacities; increase ways fairgoers can support local charities, community features, food banks, i.e., "bring five items for the Food Bank, get a reduced admission," etc; try to get more interaction with local schools, school bands, Scouts, other community service and social organizations, etc; One of the comments we often hear is there is less variety, much of the food offerings are similar; look for another "gingerbread house," as an example, and other unique items.

We know your job is a thankless one, and we appreciate your being there for all of us here in our San Diego County home. Rather than increasing costs/percentages to our Fair food professionals, we look forward to the creative, income-producing ideas which you discover and put into practice, we know there are good solutions. Chief among them should be maintaining the lowest possible costs to ALL service providers, concessionaires and vendors alike, so they in turn present the best quality products to Fair guests at the best prices, further encouraging guests to come and bring their families, guests must see the Fair as an affordable VALUE, then they will spend that VOLUME.

Respectfully yours,

Jan and Karen Gary

Handwritten signatures of Jan and Karen Gary in blue ink. The signature for Jan is written above the signature for Karen.



Wednesday, September 9, 2026

## Contact the Board of Directors

### 22nd District Agricultural Association

**Your Name**

Lisah Nicholson

**Your Email Address**



**Message:**

Reestablishment of the First 50

Dear Ms. Bartling and Board members:

We are writing to express our concern regarding the lack of communication about the return of the First 50 volunteer team for large-incident fire evacuations involving the Del Mar Horsepark and/or the Fairgrounds.

For the past nine years, we have dedicated significant time and effort to keeping this volunteer team alive and advocating for its reinstatement. With the recent news that the First 50 would be reestablished, we were asked to begin recruiting and vetting prospective members, efforts that continued through last month.

We were therefore very encouraged by your public commitment to restore the First 50 in your July 15, 2026 interview with Voice of San Diego. When specifically asked whether you planned to bring the First 50 back, you responded, "Oh, absolutely." You explained the importance of having a capable group of people experienced in equestrian management because an evacuation is not the time to have people handling horses who lack that experience. You then stated unequivocally, "I am bringing it back."

You also recognized the important role the Fairgrounds serves during wildfire emergencies and stated that the District was "actually starting those conversations now." We strongly share your view of the importance of the First 50 and welcome your commitment to restoring this valuable emergency-response resource.

As part of the effort to assist with reinstating the First 50, a contact list for members of the original team was provided to Mr. Russ Penniman to share with the 22nd District Agricultural Association. We also provided copies of previous intake and related forms, as well as a list of subjects addressed during our original meetings and post-incident debriefings.

These materials represent years of institutional knowledge and firsthand experience and could provide a valuable foundation for rebuilding the First 50 and developing the agenda for its first organizational meeting.

Historically, the First 50 was not simply an informal group of people who arrived to help during an emergency. It was composed of District-selected volunteers with relevant horse-handling experience, the ability to manage people, respect for animal owners, and a commitment to serving the community. Members were maintained on a special first-call list for animal evacuations and other emergencies requiring shelter at District facilities.

That organized structure is precisely what makes the First 50 so valuable during a large-scale evacuation. Emergency preparedness is most effective when qualified people are identified, relationships are established, responsibilities are understood, and procedures and lines of communication are in place before an emergency occurs.

Given our history with the First 50 and the considerable time and effort we have invested in both the original program and the current effort to reestablish it, we respectfully request that we be included in all future communications, meetings, and planning concerning the First 50.

The need to have this team operational remains very real. With the intense heat, dry conditions, and continuing wildfire risk throughout our region, a large-scale incident could require the Del Mar Horsepark, the Fairgrounds, or both facilities to provide temporary shelter for horses and other livestock evacuated from communities throughout San Diego County.

The First 50 provides an opportunity to have experienced, District-selected equestrian volunteers identified and prepared before that emergency occurs—not while trailers, horses, owners, and emergency personnel are already arriving at the gates.

For that reason, we respectfully ask the District to move forward promptly with your publicly stated commitment to bring back the First 50. Specifically, we would appreciate clarification regarding:

The District's current timeline for formally reestablishing the First 50;  
When the first organizational meeting will be held;  
How previous First 50 members and those who have been assisting with the reinstatement effort will be incorporated into the planning process; and  
The process and timeline for recruiting, vetting, training, and maintaining the District's First 50 volunteer call list.

We look forward to working collaboratively with you, Mark Elvin, Director of Public Safety; Kaitlyn Findlay-Thorn, J.D., Compliance Manager; the Board of Directors; and the 22nd District Agricultural Association to restore a strong, organized, and effective First 50.

We appreciate your recognition of the Fairgrounds' important role as a community resource during wildfire emergencies and your commitment to bringing the First 50 back.

In San Diego County, preparedness for the next major wildfire is not simply a question of if, but when. Our shared goal should be to ensure that the First 50 is organized, trained, and ready before that day arrives.

Thank you for your attention to this important matter. We look forward to your response and to participating in the next steps toward reinstating the First 50.

Sincerely,

Jennifer Bishop  
Board Member, Olivenhain Fire Safe Council

Nancy Reed  
Elfin Forest Harmony Grove Fire Safe Council, chair

Lisah Nicholson  
SDAS CART  
First 50 founding member

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## For the Fairgrounds Board meeting packet next Tuesday--FALL/WINTER EVENTS at Horsepark--Fun, Family-Oriented, includes the whole public

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From Carla Echols-Hayes <[REDACTED]>

Date Wed 9/9/2026 4:10 PM

To Molly Arnold <marnold@sdfair.com>

 1 attachment (2 MB)

Spooktacular 2026 Horsepark flyer.pdf;

Thank you Molly!

Hi Del Mar Fairgrounds Board Members,

When Laura DeMarco and I saw some of you at the races, we mentioned the upcoming events at Horsepark for kids and families to enjoy, in addition to horse show attendees. Here's the scoop!

**But first, here's the best news of all!** The screwworm issues that caused the USDA to shut down the US/Mexico border for the past two years have been brought under control. On Saturday, August 29, a rider from Mexico --Arturo Parada Vallejo on Mon Faut-Tren--won the \$90,000 Grand Prix competition on the world-class grass jumping field in a scorching 39.080 sec. The Summer Classic II Grand Prix top ten winners included riders from Mexico, Israel, USA, Ireland, Colombia, and Brasil.

Now in 2027 all the international riders from Mexico and S. America can show at Del Mar Horsepark for the season, which adds quality and numbers to all our shows.

### **FALL SEASON HIGHLIGHTS**

#### **OCTOBER 16-18--Halloween for all at Del Mar Horsepark dressage Spooktacular**

***Do you feel lucky? Friday, October 16 at 5:30--Costume Casino Night and Barn Party***--very cool for adults who are still kids at heart, and the casino is just for fun--there's an entrance fee of \$25 and player chips are free.

***Do you love dogs, costumes, kids on horses*** both dressed up, ***and Dolly Parton? Saturday, October 17th Tricks and Treats for all!*** Kids at 12:00pm can enjoy a Trick or Treat hunt around the field--come in costume too! And those of you who love Dolly, dress in your best Dolly outfit and sing Dolly Karaoke--or any song really--at 5:00 pm. SEE attachment for more detail.

#### **NOVEMBER 6-8, 13-15, 20-22 --first three weekends before Thanksgiving--Cirque Ma'CEO HORSE & Acrobats Spectacular**

**Cirque Ma'Ceo**--a show featuring horses and acrobats, similar to Cirque du Soleil--is coming to Horsepark with its colorful tents, grandstands, and modern seating. *"This theatrical European-style, equestrian-themed Cirque show tells a beautiful seamless story with a contemporary blend of acrobatic, aerial, dance, and equestrian arts woven together to the acoustic beats of rich Spanish guitar."*

See more and get tickets at <https://cirquemaceo.com>

**Cirque Ma'Ceo is open to everyone who loves horses, acrobatics, and music. These gorgeous horses perform in what we call "Liberty"--no saddles or bridles yet completely in harmony with their people.**



## **WESTERN COMES BACK TO HORSE PARK IN 2027**

The Barrel-racing event originally scheduled for November has been rescheduled to April, 2027.

Western Week at Del Mar National? That's the rumor. We're awaiting confirmation.

Best, Carla Echols-Hayes

Laura DeMarco

Co-Founders, Friends of Del Mar Horsepark

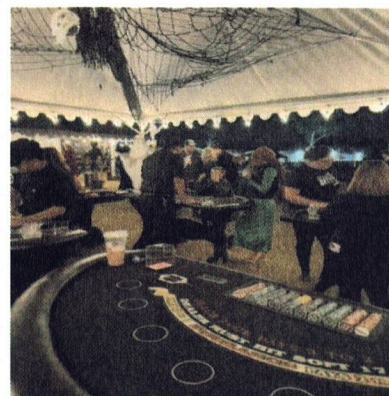
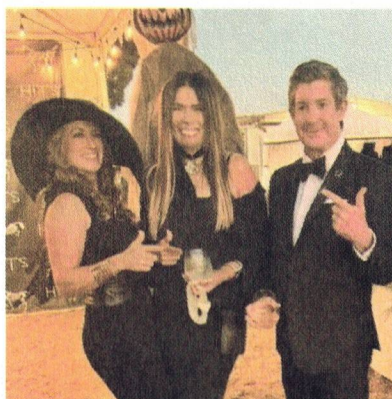
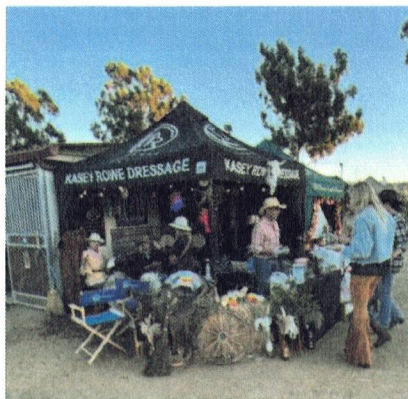
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**One attachment** • Scanned by Gmail

# Spooktacular Festivities at Del Mar Horsepark on October 16-18, 2026

Come join us for an amazing weekend of free community fun! Something for Everyone!

**Friday October 16 at 5:30PM - Costume Casino Night and Party in the Barns!**



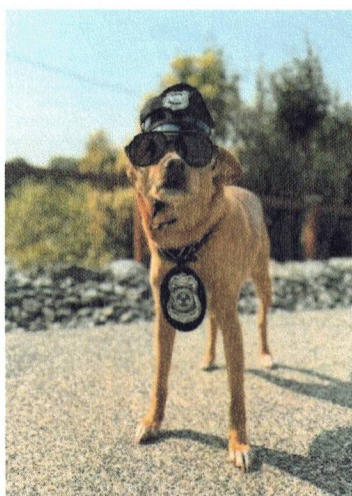
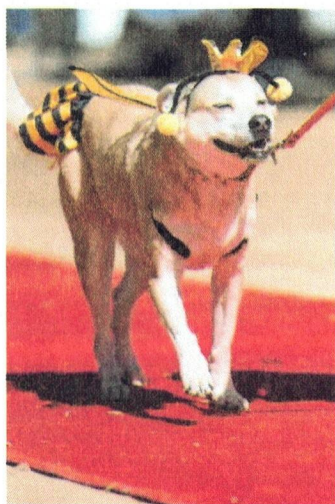
*Are you feeling LUCKY?*

Come in your best costume and play Black Jack, Poker, Roulette or Craps and compete for 3 big prizes plus best costume prize! Enjoy an open bar with appetizers & desserts! Walk the barns where you will find themed Halloween tents also offering themed food and beverages from our local training barns competing at the show.

Find this party in the barns and the big white tent just west of the barns. Follow the sounds of great music after parking in the lot right as you come into the park.

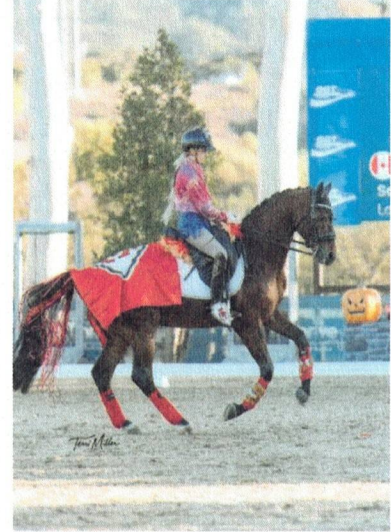
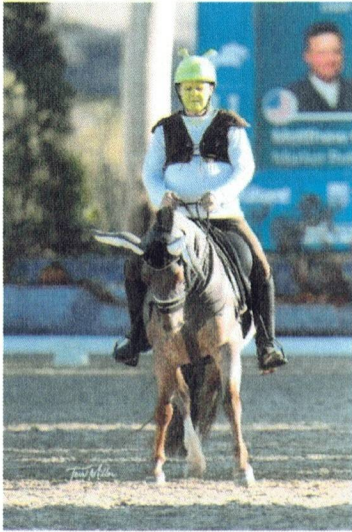
**Saturday October 17<sup>th</sup> - Tricks and Treats for ALL!**

*Come spend the day with us! Most of our staff will be in costume all day along with dogs and horses too! Here is what you can look forward to:*



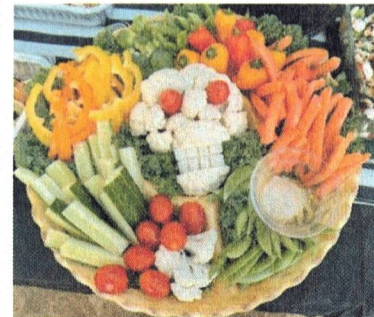
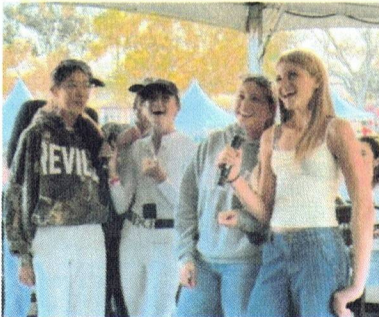
## 12:00PM The Howlin' Dog Costume Contest and Trick or Treat Hunt

Come to the big grass stadium in the middle of the property for this event. Register at the check in table if you are bringing your favorite furry friend to compete or just come and enjoy as our costumed friends strut their stuff on the red carpet! Prizes for Best of Show. Scariest. Funniest and Most Creative. Kids can also enjoy a Trick or Treat Hunt around the field! Come in costume!



## 2:00PM Freestyles and Costume Classes in the DISC arena!

You don't have to be an expert in dressage to watch these classes. You will see costumed horses and riders performing to music and even jumping as they compete to be best in show and win \$5,000 in prize money!



## 5:00PM It's going to be Dolly Parton Day! End the day with Charcuterie and Karaoke!

Enjoy some wine or non-alcoholic beverages and charcuterie in the courtyard above the DISC arena. We would love to see you come in your best Dolly outfit and in honor of her- sign up to sing your favorite Dolly Parton karaoke song....or any song you want to share!



# HITS

DRESSAGE



## **2026 Board Committees**

*AS OF SEPTEMBER 10, 2026*

To help advance shared organizational priorities, plan for the 22nd DAA's future needs, develop cohesive strategies, and better distribute oversight responsibilities among members, the Board Chair has reconfigured and reconstituted the committees consistent with Policy 3.02 to have one essential role — to strengthen and support the work of the Board as a whole.

The Committees as appointed by the Board Chair will be divided into three categories:

1. **Standing Committees**, which will be responsible for developing policies, oversight of current 22nd DAA operations, and short-term and near-term plans including the master site planning process.
2. **Ad Hoc Committees**, which will meet as needed to discuss specific Board matters as they arise.

All committees, including membership and charges, are listed on the following pages.

Per Bylaw Article IV, Section 6, and Policy 3.02, the Board Chair may make changes to assignments, the structure of committees, and committee charges at their discretion. Committees may also be delegated tasks by the Board Chair as a result of discussion at Board meetings.

Committees will confer and coordinate with the Chief Executive Officer and any staff the CEO deems appropriate and necessary to include in the discussions. Under Policy 3.02, the CEO, or their staff designee, will serve as a non-voting member of each committee.

## **Standing Committees**

### **Executive Committee**

**Members:** Sam Nejabat (Chair) and Lisa Barkett (Vice Chair)

**Committee Charges:**

- Provide input on the Board's work plan, schedule, and agenda.
- Ensure that the Board's work plan remains on track.
- Help plan the Board's strategic discussions, events, and trips.
- Consider and implement improvements for Board meetings.

### **Audit & Governance Committee**

**Members:** Elsa Morales-Roth (Chair) and Donna DeBerry

**Staff Designee:** Becky Bartling, CEO

**Committee Charges:**

- Develop recommendations for mitigating risks to the organization.
- Engage with auditing firms as necessary to ensure 22nd DAA's finances are audited in accordance with best practices and make recommendations to the Board.
- Develop and amend recommended policies for Board consideration.
- Guide the Board's annual self-assessment process, including:
  - The Board's progress in relation to the strategic plan.
  - The Board's performance as a body in terms of its capacity to function effectively and collaboratively.
  - The Board's strength of relationship/collaboration with the CEO and other members of the Executive Team.
  - Board Members' individual understanding and support of the organization's mission, values, and ethics, as well as Board-specific responsibilities.

### **DMTC Liaison Committee**

**Members:** Mark Arabo (Chair) and Lisa Barkett

**Staff Designee:** Katie Mueller, COO

**Committee Charges:**

- Meet with the Del Mar Thoroughbred Club (DMTC) on matters related to the horse racing industry and horse racing at the Del Mar Fairgrounds.
- Review financial and contract performance by DMTC.
- Report to the Board on the status of horse racing and making recommendations regarding matters pertaining to the 22nd DAA's relationship with DMTC.

## **Emergency Preparedness Committee**

**Members:** Lisa Barkett (Chair) and Phil Blair

**Staff Designee:** Becky Bartling, CEO

### **Committee Charges:**

- As a potential evacuation site and major events venue, work with staff to develop, implement, and maintain comprehensive emergency plans and procedures to ensure the safety and security of all personnel, visitors, vendors, and facilities
- Provide oversight on emergency readiness, response coordination, and recovery planning for the Fairgrounds, annual fair, and DMTC racing events.
- Collaborate closely with public safety agencies, local jurisdictions, and community partners to enhance communication and preparedness.
- Maintain regulatory compliance.
- Promote continuous improvement through regular training, education, and evaluation.
- Minimize risk, strengthen resilience, and ensure the Fairgrounds remain a safe and trusted gathering place for the community.

## **Fair Operations Committee**

**Members:** Kathlyn Mead (Chair) and Frederick Schenk

**Staff Designee:** Katie Mueller, COO

### **Committee Charges:**

- Review the operations of the San Diego County Fair.
- Provide feedback to the staff regarding Fair programming.
- Make recommendations to the Board regarding decisions pertaining to the Fair.

## **Finance Committee**

**Members:** Phil Blair (Chair) and Ted Miyahara

**Staff Designee:** Becky Bartling, CEO and TBD CFO

### **Committee Charges:**

- Review and monitor financial data and information pertaining to the 22nd DAA.
- Review the CEO's proposed budget prior to presentation to the Board.
- Make recommendations to the Board regarding financial matters, including day-to-day land use decisions, to improve 22nd DAA's financial health.
- Develop and amend recommended financial policies for Board consideration.
- Review and recommend insurance policies and programs for board consideration.

## **Food & Beverage Committee**

**Members:** Lisa Barkett (Chair) and Mark Arabo

**Staff Designee:** Becky Bartling, CEO and Katie Mueller, COO

### **Committee Charges:**

- Oversight of the food and beverage operations, revenues, service levels, and expenses.

## **Master Site Planning Committee**

**Members:** Sam Nejabat (Chair) and Mark Arabo

**Staff Designee:** Becky Bartling, CEO

### **Committee Charges:**

- Review and discuss the financial and economic feasibility of potential uses for District's properties within the context of the District's Purpose, Mission, Vision, Values, and strategic initiatives.
- Identify and assess various funding strategies that could be used to implement the Master Site Plan and make recommendations to the Board for consideration.
- Engage thought leaders, experts, and top minds in their fields to provide input in the master site planning process.
- Provide reports and recommendations to the Board regarding potential land uses that will allow the District to remain financially viable while serving as an economic engine for San Diego County.
- Consider the Guiding Principles, as adopted by the Board; the work of the Phase I and II committees; the public engagement process; and the District's mission, vision, purpose, and strategic initiatives.
- Make recommendations to the Board regarding objectives for the Master Site Plan international design competition framework.
- Establish criteria for a Request For Qualifications (RFQ) for a master site planning consultant.
- Review environmental requirements and regulations to determine the feasibility of use on District property.
- Consider the potential impacts of climate change and sea-level rise, as well as any mitigating actions needed to support the Master Site Plan.
- Engage with relevant environmental thought leaders, experts, and top minds in the environmental field to determine long-term sustainability planning needs with potential uses in a future Master Site Plan.
- Review and discuss potential funding opportunities for environmental initiatives and mitigation required by a new Master Site Plan.
- Provide reports and recommendations to the Board on environmental considerations for the development of the Master Site Plan.
- Engage with the Technical Advisory Coalition (TAC) to provide information from the Board.
- Determine when and how the TAC's recommendations will be presented to the Board.

## **People & Culture Committee**

**Members:** Kathlyn Mead (Chair) and Donna DeBerry

**Staff Designee:** Becky Bartling, CEO

### **Committee Charges:**

- Building on 22nd DAA's purpose, mission, vision, and values, work with the Board and the CEO to recommend performance goals for the organization and the CEO.

- Discuss and review the CEO Performance Review process.
- Develop and recommend CEO Performance Review policies for Board consideration.
- Evaluate the effectiveness of the relationship with the CEO.
- Develop recommended orientation programs for newly appointed Board Members.
- Identify and recommend ongoing development programs and opportunities for Board Members.
- Make recommendations to the Board regarding matters pertaining to District's hiring processes and workplace culture.

## **Regulatory & Governmental Affairs Committee**

**Members:** Ted Miyahara (Chair) and Elsa Morales-Roth

**Staff Designee:** Becky Bartling, CEO

### **Committee Charges:**

- Serve as a sounding board for joint planning considerations with outside entities, such as city governments, regional planning bodies, state authorities, and others.
- Participate in discussions regarding the LOSSAN Rail Realignment project and the potential for affordable housing on-site, as needed.
- Meet with key regulatory and governmental officials in relevant jurisdictions, as needed.
- Provide reports and recommendations to the Board regarding governmental affairs efforts.
- Build awareness for the District's role in the community and among public officials.

## **Ad Hoc Committees**

### **Legal Committee**

**Members:** Frederick Schenk (Chair) and Lisa Barkett

**Staff Designee:** Becky Bartling, CEO

### **Committee Charges:**

- Confer with the Attorney General's office on legal matters pertaining to District.
- Recommend outside counsel to represent District in legal matters where the Office of the California Attorney General authorizes District use of outside counsel.
- Recommend legal steps to the Board in a closed executive session.

### **Nominating Committee**

**Members:** Lisa Barkett (Chair) and Donna DeBerry

**Staff Designee:** Becky Bartling, CEO

### **Committee Charges:**

- Identify and recommend candidates for Board leadership positions and present to the Board for consideration.
- Identify potential candidates for the Governor's consideration for any vacant spots on the Board.