



NOTICE OF MEETING

22nd District Agricultural Association Board of Directors
October 13, 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.

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/. Public comments on agenda items will be accepted during the meeting as items are addressed.



22nd District Agricultural Association Board of Directors
MEETING AGENDA
October 13, 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 – September 15, 2026** 6-10
- **Out-of-state travel to International Association of Fairs & Expositions Conference in Louisville, KY (*previously approved in operating budget*)** 11
 - Chief Operations Officer Katie Mueller, Marketing Director Jennifer Hellman, Agriculture Programs Manager Mary Martineau, Event Services Supervisor Mary Lawson, Concessions Supervisor Jason Warrenburg, Event Coordinator Katie Ostrander traveling November 28 to December 4, 2026
- **Contract Awards & Approvals** 12-29

Standard Agreements from Competitive Solicitation

Contract	Contractor	Purpose	Term	Amount
12-009/41 AM5	Premier Food Services, LLC	Extension of food and beverage services agreement	1/1/2012 - 12/31/2027	12.5% of all net sales

Revenue Agreements				
Contract	Contractor	Purpose	Term	Rental Amount
27-901	Noonan Family Swim School, Inc.	Rental agreement for swim school operator	1/1/2027 - 12/31/2027	\$51,238.08
22-904 AM4	Racket Club One LLC	Rental agreement for tennis courts and clubhouse at Surf & Turf facility	12/1/2026 - 11/30/2027	\$155,606.51

5. **CEO REPORT** – CEO Becky Bartling [Information Items]

- **Operational Announcements**

- SANDAG honors Del Mar Fairgrounds with Diamond Award
- Schedule of events through November 30

30-32

- **Construction Projects & Facilities Updates**

- **Industry News & Updates**

6. **GENERAL BUSINESS**

A. **Master Site Planning Committee Report** – Sam Nejabat, Chair

1. Presentation by Del Mar Dreams LLC regarding a master site plan development with focus on soccer stadium at the Del Mar Fairgrounds for a new home of professional soccer team [Information Item]

Verbal

B. **Discussion on how the 22nd DAA should handle the dissemination and communication of the October 1, 2026 letter from the Public Integrity Unit of the San Diego County District Attorney's Office regarding the referral concerning elected and appointed officials** [Information Item]

33

C. **Audit & Governance Committee Report** – Donna DeBerry, Chair

1. Discussion and vote regarding the adoption of a policy authorizing payment of legal fees incurred by members of the 22nd DAA Board of Directors in connection with actions taken against them arising from decisions made in their official capacity [Action Item]
2. Discussion of efforts to clarify the current ticket policy and guide its further development [Information Item]
3. Discussion of FPPC Form 700 filing requirements and consideration of requesting an FPPC representative to provide refresher training for the Board [Information Item]

Verbal

34-39

Verbal

D. **Finance Committee Report** – Phil Blair, Chair

1. Summary of financial reports and verbal recap of committee meeting held on October 8 [Information Item]

40-48

E. **Regulatory & Governmental Affairs Committee Report** – Ted Miyahara, Chair

1. Recap of committee meeting held on September 30 [Information Item]

Verbal

F. **Fair Operations Committee Report** – Kathlyn Mead, Chair

1. Update on Concessionaires Advisory Committee meeting [Information Item]

Verbal

G. **DMTC Liaison Committee Report** – Mark Arabo, Chair

1. Recap of committee meeting held on September 16 [Information Item]
2. Discussion and vote to approve amendment to Verizon lease agreement L-2998 [Action Item]
3. Preview by Josh Rubinstein of the 2026 Fall Race Meet [Information Item]

49-50

51-85

Verbal

H. **Food & Beverage Committee Report** – Lisa Barkett, Chair

1. Update on contract for food and beverage consulting services [Information Item] Verbal

I. **Emergency Preparedness Committee Report** – Lisa Barkett, Chair

1. Update on engagement with CAL FIRE and San Diego County Sheriff's Office and preview of next committee meeting [Information Item] Verbal

7. **MATTERS OF INFORMATION & DIRECTORS' REQUESTS**

- **Correspondence** 86-96
- **Updated Board Committee Assignments** 97-101
- **Review of Contracts Executed per CEO / COO Delegation of Authority** 102

Standard Agreements

Contract	Contractor	Purpose	Term	Rental Amount
26-049	fsSTRATEGY Inc.	Food and beverage consulting services	10/15/2026 - 5/31/2027	\$28,900.00
26-053	Duthie Power Services	Generator fuel injectors removal and replacement at The Sound	10/5/2026 - 12/5/2026	\$29,300.18

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, Christopher Langer v. 22nd District Agricultural Association, et al., San Diego County Superior Court, Case No. 26CU043127C.

9. **RECONVENE TO OPEN SESSION**

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

10. **ADJOURNMENT**



22nd DISTRICT AGRICULTURAL ASSOCIATION

Board of Directors Meeting

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

September 15, 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, District Chief Executive Officer (CEO)
Katie Mueller, District Chief Operations Officer (COO)
Michael Sadegh, District Finance Director
Jennifer Hellman, District Marketing Director

CALL TO ORDER

Chair Nejabat called the meeting to order at 9:38 a.m. and announced that the Don Diego Scholarship Foundation presentation under the CEO Report and Item 6-A-1 under General Business, the SANDAG presentation on the special events train platform, would be postponed to a future meeting.

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 5-15 of transcript)

Carla Hayes, Mark Rittenbaum, Tracy Martinez, John Spelich, Jennifer Anderson

CONSENT CALENDAR

The Consent Calendar items can be found on pages 6-21 of the meeting packet.

PUBLIC COMMENT ON CONSENT CALENDAR (see page 15 of transcript)

None

Director Arabo asked to pull agreement 26-027 for Versa Music Group from the Consent Calendar for further discussion under General Business.

Director Arabo moved to approve the Consent Calendar with the removal of agreement 26-027. Vice Chair Barkett seconded the motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Mead, Miyahara, Morales-Roth, and Schenk all voted in favor. The Consent Calendar was approved 9-0.

CEO REPORT

- Del Mar Golf Center General Manager Matt Clay presented an overview of recent upgrades to the driving range, mini golf course, and golf education programs.
- CEO Bartling previewed events taking place at the Fairgrounds over the coming months.
- The Connection Center project, which would have consolidated all District staff offices into The Sound building, has been canceled, saving the District approximately \$7 million.
- The District hopes to finish replacing the DMTC office HVAC system by November.
- The California Emergency Response Resiliency: Venues + Fairgrounds (CERRVF) has approached the District about joining the non-profit group as a member.
- Some District staff will travel to Louisville for the International Association of Fairs and Expositions conference from November 29-December 4. The Western Fairs Association conference will take place in Las Vegas from January 31-February 3, 2027.

PUBLIC COMMENT ON CEO REPORT (see page 44 of transcript)

None

GENERAL BUSINESS

Agreement # 26-027 – Versa Music Group

Director Mead confirmed that the contract for a new talent booking company had gone through the Fair Ops Committee.

Director Arabo moved to approve agreement 26-027 for Versa Music Group. Director DeBerry seconded the motion. Chair Nejabat, Vice Chair Barkett, and Directors Arabo, Blair, DeBerry, Mead, Miyahara, Morales-Roth, and Schenk all voted in favor. Agreement 26-027 was approved 9-0.

Chair Nejabat reminded the Board that Item 6-A-1, the staff report and SANDAG presentation on the special events train platform project, had been postponed to a future meeting.

Item 6-B-1: Executive Committee Report – Discussion and vote regarding creation of a second Vice Chair of the Board

PUBLIC COMMENT ON ITEM 6-B-1 (see page 48 of transcript)

None

Director Arabo moved to create a second Vice Chair of the Board. Director DeBerry seconded the motion. After discussion, Director Arabo amended the motion, moving to support the current Board Chair's recommendation regarding creation of a second Vice Chair during the next election of Board officers. Director Mead seconded the amended 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 6-C-1: Nominating Committee Report – Discussion regarding process for Board officer elections in November

Committee Chair Barkett explained that the Committee usually recommends candidates for office based on who has expressed interest, but no Board members have done so. The Committee recommends allowing direct officer nominations from the floor when elections take place in November or December.

PUBLIC COMMENT ON ITEM 6-C-1 (see pages 77-78 of transcript)

None

Item 6-D-1: Finance Committee Report

Chair Nejabat referred to the reports on pages 26-35 of the meeting packet. Committee Chair Blair recapped the most recent Committee meeting and reviewed the financial reports in the packet.

PUBLIC COMMENT ON ITEM 6-D-1 (see page 98 of transcript)

None

Item 6-D-2: Finance Committee – Discussion of SB 84 Supplemental Payment Obligations - Repayment Process

CEO Bartling referred to the report on page 36 of the meeting packet and explained that in 2017, the State of California gave each District Agricultural Association a one-time supplemental payment to CalPERS. The California Department of Finance will be issuing invoices to DAAs for repayment by June 30, 2030, and interest will begin accruing on July 1, 2027. If the amount owed is paid by June 30, 2027, no interest will be due. The Committee recommends delaying a decision on a payment plan until February of 2027.

PUBLIC COMMENT ON ITEM 6-D-2 (see page 103 of transcript)

None

Item 6-E-1 and 6-E-2: Audit & Governance Committee Report

Committee Chair Morales-Roth recapped the most recent meeting, which covered topics such as creating a framework policy relating to communications between the Board and District staff, as well as potential revisions to the District's ticket policy.

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

Committee Chair Morales-Roth referred to the report on page 47 of the meeting packet and recommended that Board committee meetings be held regularly during the second week after the full Board meeting to allow time for preparing Board meeting agendas and staff reports.

PUBLIC COMMENT ON ITEM 6-E

None

Director Arabo moved to make a best-faith effort to hold committee meetings during the second week following the full Board of Directors meeting. Director Blair 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 6-F-1: DMTCL Liaison Committee Report

Del Mar Thoroughbred Club President and COO Josh Rubinstein gave an update on the 2026 summer race meet, which ended on September 7 and saw increases in wagering and food and beverage sales.

PUBLIC COMMENT ON ITEM 6-F-1 (see page 127 of transcript)

None

Item 6-G-1: SRTLCL & RTA Meetings Report

RTA President Mead recapped the latest meetings of the State Race Track Leasing Commission and Del Mar Race Track Authority, which included approval to request DGS approval for a non-competitive bid to allow for an amendment to the Del Mar Racetrack Operating Agreement through October 1, 2038, aligning with the bond payoff date.

PUBLIC COMMENT ON ITEM 6-G-1 (see page 130 of transcript)

None

Item 6-H-1: Emergency Preparedness Committee Report

More than 40 people attended the most recent committee meeting, representing agencies such as local fire departments, veterinarians, and the San Diego County Office of Emergency Services, Department of Animal Services, and Humane Society, as well as other volunteers and community partners. Committee Chair Barkett explained that the District is working to establish MOUs with suppliers for feed and bedding, manure removal, and other services. COO Mueller reported that District leadership is assigning roles for full-time staff to perform in an evacuation scenario. District Marketing Director Jennifer Hellman gave an overview of how the District's website and social media will be leveraged if the fairgrounds is activated as an emergency evacuation site.

PUBLIC COMMENT ON ITEM 6-H-1 (see page 149 of transcript)

None

Item 6-I-1: Fair Operations Committee Report

Committee Chair Mead referred to the report on pages 50-52 of the meeting packet and reported that District staff met in August for the annual Fair Debrief workshop to discuss what worked well, what needs work, and ideas for 2027.

Item 6-I-2: Fair Operations Committee – Presentation of San Diego County Fair guest survey results

Marketing Director Hellman presented results of a post-Fair survey completed by more than 1,500 guests at the 2026 Fair, highlighting high and low points and areas of focus for 2027.

Item 6-I-3: Fair Operations Committee – Discussion and vote on 2027 Fair date amendment

The Committee recommends:

- Opening the Fair on Thursday, June 10 (rather than Wednesday)
- Closing the Fair on Monday, July 5
- Adding Tuesdays June 22 and June 29 to the schedule, for a total of 22 days.

PUBLIC COMMENT ON ITEM 6-I (see page 187 of transcript)

None

Director Blair moved to approve amending the 2027 Fair schedule as presented in the meeting packet. 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.

MATTERS OF INFORMATION & DIRECTORS' REQUESTS

There were no requests from the Board for future agenda items. Matters of information and correspondence can be found on pages 53-88 of the meeting packet. The updated list of Board committee assignments can be found on pages 89-93 of the meeting packet.

RECESS TO CLOSED EXECUTIVE SESSION

The Board recessed to Closed Executive Session at 12:51 p.m.

RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 2:04 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. The Board also evaluated the performance of the CEO consistent with government code, and has nothing to report.

ADJOURNMENT

There being no further business to discuss, Chair Nejabat adjourned the meeting at 2:04 p.m.

Becky Bartling
Chief Executive Officer



Item 4: Consent Calendar

Out-of-state travel to International Association of Fairs & Expositions Conference in Louisville, KY

In December 2025, the Board of Directors voted to approve the 2026 operating budget, which included funds allocated for out-of-state travel for staff to attend the International Association of Fairs & Exposition Conference & Convention in Louisville, KY. Since then, the District has identified which staff members will attend IAFE:

- Chief Operations Officer Katie Mueller
- Marketing Director Jennifer Hellman
- Agriculture Programs Manager Mary Martineau
- Event Services Supervisor Mary Lawson
- Concessions Supervisor Jason Warrenburg
- Event Coordinator Katie Ostrander

The group will be traveling November 28 through December 4, 2026.

Item 4: Consent Calendar - Contract Awards & Approvals

October 13, 2026

Standard Agreements from Competitive Solicitation			
Contract: 12-009/41 AM5	Contractor: Premier Food Services, LLC	Term: 1/1/2012 - 12/31/2027	Amount: 12.5% of all net sales
	Purpose: Extension of food and beverage services agreement		

Rental Agreements

Standard Agreements from Competitive Solicitation			
Contract: 27-901	Contractor: Noonan Family Swim School, Inc.	Term: 1/1/2027 - 12/31/2027	Amount: \$51,238.08
	Purpose: Rental agreement for swim school operator		
Contract: 27-901	Contractor: Racket Club One, LLC	Term: 12/1/2026 - 11/30/2027	Amount: \$155,606.51
	Purpose: Rental agreement for tennis courts and clubhouse at Surf & Turf facility		

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ PAGES

AGREEMENT NUMBER

12-009/41

AMENDMENT NUMBER

5

Purchasing Authority Number

GL 695100-00

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

Premier Food Services, LLC

2. The term of this Agreement is:

START DATE

January 1, 2012

THROUGH END DATE

December 31, 2027

3. The maximum amount of this Agreement after this Amendment is:

12.5% of all net sales

Twelve and one-half percent of all net sales.

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this Amendment is to identify and acknowledge the current legal entity of the Contractor under Agreement No. 12-009/41, extend the term of the Agreement for an additional twelve (12) months, establish the contract amount for the extended term, and acknowledge the effect of the acquisition of ASM Global by Legends Global on the Agreement.

The District and Premier Food Services, Inc. ("Premier Inc.") acknowledge that Premier Inc. is the original Contractor under Agreement No. 12-009/41. The District and Premier Inc. further acknowledge that Legends Global acquired ASM Global and that such acquisition does not constitute an assignment, transfer, or change in Premier Inc.'s rights or obligations under Agreement No. 12-009/41. District and Premier Inc. agree that Premier Inc. shall continue to remain the Contractor under the Agreement and shall retain all rights, duties, obligations, and liabilities arising under the Agreement.

Premier Inc. was converted to Premier Food Services, LLC ("Premier LLC"), which is the successor entity to Premier Inc., for purposes of Agreement No. 12-009/41. The District recognizes Premier LLC as the current legal entity operating and performing the obligations of the Contractor under the Agreement. District and Premier LLC acknowledge that the conversion does not constitute a transfer or assignment of the Agreement to a different contractor, and Premier LLC shall remain responsible for all rights, duties, obligations, and liabilities arising under the Agreement.

Accordingly, effective as of the date of this Amendment, all references to "Premier Food Services, Inc." or "Premier Inc." in Agreement No. 12-009/41 shall be deemed to refer to "Premier Food Services, LLC" or "Premier LLC," as applicable.

The term of the Agreement is hereby amended to extend for an additional twelve (12)-month period, commencing January 1, 2027, and continuing through December 31, 2027.

For the twelve (12) month extended term commencing January 1, 2027 and ending December 31, 2027, the contract amount shall be equal to twelve and one-half percent (12.5%) of all net sales.

Except as expressly amended herein, all terms and conditions of Agreement No. 12-009/41, as previously amended, shall remain unchanged and in full force and effect.

All other terms and conditions shall remain the same.

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

OPERATOR RENTAL AGREEMENT

This Rental Agreement ("Agreement") is made and entered into effective January 1, 2027, by and between the 22nd District Agricultural Association, a California state institution ("District") and **Noonan Family Swim School, Inc.**, a ("Renter"). Renter and District are collectively referred to herein as "Parties."

Renter desires to rent from District the **Pool deck/area located in the Surf & Turf facility, east of Jimmy Durante Blvd., on the Del Mar Fairgrounds with an address at 15555 Jimmy Durante Blvd., Del Mar, CA 92014 ("Premises")**.

THEREFORE, in consideration of the mutual promises in this Agreement and for other good and valuable consideration, District and Renter agree as follows:

1. Term

- 1.1 District hereby rents Premises to Renter, and Renter expressly agrees to rent Premises from District, for a "Term" **beginning on January 1, 2027, and ending December 31, 2027.**
- 1.2 During the Term of this Agreement, District at its sole discretion also has the right to cancel this agreement, without penalty for monetary cause and/or delinquent rent, at any time on thirty (30) days written notice to Renter.

2. Payments

2.1 Rental Fee

- 2.1.1 Commencing January 1, 2027, Renter shall pay District a Rental Fee in the amount of **Three Thousand Three Hundred Forty-Three Dollars and Seventy-Two Cents (\$3,343.72)**. Each Rental Fee payment shall be due on the first (1st) day of each month and shall be considered late ten (10) days thereafter, on the tenth (10th) day of the same month.
- 2.1.2 The Rental Fee amount for any partial calendar months included in the term of this Agreement shall be prorated on a daily basis.

2.2 Facility Usage Fee and Utility Payment Structure

- 2.2.1 The above Rental Fee does not include utilities. Renter shall be responsible for utility charges associated with the premises during the term of this Agreement. Utility Fees shall be charged to the Renter monthly at a flat rate established below. The monthly flat-rate utility fee is intended to cover the Renter's estimated usage during the rental period.

District shall conduct an annual true-up of the utility fees based on the actual costs incurred during the preceding twelve (12) months. The annual true-up shall compare the actual utility costs incurred against the total utility fees paid by the Renter during the applicable period.

If the actual utility costs are less than the utility fees paid, the difference shall be credited to the Renter. If the actual utility costs exceed the utility fees paid, the Renter shall be billed for the difference, which shall be due and payable upon receipt or in accordance with the payment terms established herein.

The monthly flat-rate utility fee shall remain in effect during the applicable rental period unless otherwise amended in writing by the District. The annual true-up shall not affect the Renter's obligation to pay the established monthly flat-rate utility fee.

Water, Electricity and Gas: Water, Electricity and gas charges shall be billed to Renter at a flat rate of **Five Hundred Ten Dollars and Zero Cents (\$510.00) per month**. Utility payment shall be due on the first (1st) day of each month and shall be considered late ten (10) days thereafter, on the tenth (10th) day of the same month.

2.2.2 Renter shall pay District a Facility Usage Fee of **Four Hundred Sixteen Dollars and Twelve Cents (\$416.12)** per month. The Facility Usage Fee payment shall be due on the first (1st) day of each month and considered late ten (10) days thereafter, on the tenth (10th) day of the same month.

2.2.3 The Facility Usage Fee includes trash service, common area repairs, and other repair and maintenance services paid for by the District. Common area repairs include, but are not limited to parking areas, landscaped areas, tree service, shared restrooms, and driveways and sidewalks located at 15555 Jimmy Durante Blvd., Del Mar, CA 92014.

2.2.4 The Facility Usage Fee will be reviewed and adjusted annually and shall be subject to year-end reconciliation based on actual facility usage by Renter. Any variance between the Facility Usage Fee paid and the actual amount due based on usage shall be reconciled through a credit or additional invoice to Renter. Renter shall be responsible for sustaining an energy-saving environment.

2.3 Late Fees

Rental and Facility Usage Fee payments shall be due on the first (1st) day of each month and considered delinquent on the tenth (10th) of that month. Renter acknowledges that late payment by Renter of any payment due will cause District to incur costs not contemplated by this Agreement, the exact amount of which are extremely difficult and impracticable to ascertain based on the facts and circumstances existing on the effective date of this

Agreement. Accordingly, if any Rental Fee payment, Facility Usage Fee payment, or any other payment due under this Agreement is not paid by Renter within ten (10) days after the applicable due date, a late charge equal to five percent (5%) of the unpaid amount shall be due, and such late fee shall be considered additional rent. The parties acknowledge that such late charge represents a fair and reasonable estimate of the costs and losses District will incur by reason of a late rent payment by Renter, but District's acceptance of such late charge shall not constitute a waiver of Renter's default or prevent District from exercising any other rights and remedies provided under this Agreement, at law or in equity.

- 2.4** Each Rental Fee and Facility Usage Fee payment, or any other payment due under this Agreement shall be paid to District, Attention: Accounting Department, 2260 Jimmy Durante Blvd, Del Mar, CA 92014, or at such other place designated by written notice from District to Renter.

3. Uses

- 3.1** Renter's use of Premises shall be limited to the use and operation of a **swimming school and similar activities for children** at Premises. Renter expressly agrees that its use of Premises creates no property right to or interest in the real property being used, either by way of occupancy, possession, or otherwise
- 3.2** Renter acknowledges and agrees that District hosts numerous events on District properties on a year-round basis, with the concomitant presence of thousands of producers, vendors, patrons, customers, and guests.
- 3.3** All visitors and staff of the swimming school must park in the main parking area of the Surf & Turf Recreation Center. Renter shall coordinate with District Public Safety Department for ingress/egress during all scheduled events held on District property as the presence of other events can impact parking availability. District agrees to work in good faith to provide as many parking spaces for Renter's customers as possible.
- 3.4** Renter further agrees to coordinate and cooperate with Contractors of the Tennis Courts and Clubhouse. This includes but is not limited to sharing shower and restroom facilities, cleanliness, and best use of storage/closet space.
- 3.5** Renter's use as permitted by this Agreement shall be for no other purpose or purposes whatsoever. District reserves the right to approve any merchandise intended to be sold.
- 3.6** Renter shall not use Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

- 3.7** This Rental Agreement is subject to all existing and valid contracts, leases, licenses, permits, easements, encumbrances, and District policies which may affect said Premises and Del Mar Fairgrounds.
- 3.8** District is designated as an emergency evacuation site in the event of a natural disaster or other emergency that may be declared by federal, state, county, city, or local authorities. In the event of such a declaration, and at the request of District, Renter will be required to vacate Premises entirely, including removal of all of Renter's goods, merchandise, equipment, and other property required for Renter's operations on Premises until the conclusion or resolution of the situation requiring such vacation of Premises.
- 3.9** Any temporary structures installed between November and March (winter season), such as tenting to shield from weather conditions, shall be removable within four (4) hours, and subject to District approval, and to local, state, and federal environmental rules and regulations (see item 5, Maintenance, Alterations, and Improvements below). District acknowledges that such temporary structures during the winter season may be necessary for Renter's operations, and rental payments may be negotiated for those months should such structures be non-compliant.
- 3.10** Renter shall comply with all health & safety codes and regulations regarding public swimming pools; lifeguard safety personnel services, pool sanitation, swimming instruction, etc.

4. No Subletting or Assignment

- 4.1** Renter expressly agrees it has no real property rights under this Agreement. As a result, Renter shall not attempt to assign, mortgage, encumber, sublet, license, or sublicense Premises or any part thereof and any such purported transfer shall be void. If any prohibited transfer occurs, Renter shall not be relieved of its obligation to perform all obligations under this Agreement and any purported transferee shall also be subject to the same terms and conditions of this Agreement. Further, the acceptance of payment by District from any other person shall not be deemed a waiver by District of any provisions of this Agreement or consent of any assignment, mortgage, encumbrance, license, sublet, or sublicense or other transfer.
- 4.2** Notwithstanding any provision of this Agreement, this Agreement shall not be assigned or assignable by operation of law and in no event shall this Agreement be an asset of the Renter in any receivership, bankruptcy, insolvency or reorganization proceeding.

5. Maintenance, Alterations, and Improvements

- 5.1** Renter shall be solely responsible for all costs and expenses to maintain the Premises including the swimming pool and landscaping surrounding pool deck/area. Maintenance and repairs or replacements shall be scheduled as needed by Renter, with the understanding that the facility is to be maintained

in good and orderly condition. If Renter fails to maintain Premises as required by this Agreement, District has the right, but not the obligation, to perform maintenance on behalf of Renter, and all sums expended by District shall be deemed to be additional rent payable to District upon demand.

- 5.2** Renter shall be responsible for routine maintenance of pool deck/area including day-to-day custodial service, trash and debris removal, and landscaping surrounding pool deck/area. Repairs and maintenance shall be made promptly as, and when, necessary.
- 5.3** Renter accepts Premises “as-is” and in the condition as of the effective date of this Agreement. District has made no representation or warranty that Premises is now or in the future will be suitable for Renter’s use. Renter has made its own investigation regarding condition and ability for use. Upon the expiration of the term of this Agreement, Renter will return Premises to District in the same condition, normal wear and tear excepted.
- 5.4** Renter may not make any physical changes, alterations, modifications, developments or improvements whatsoever to Premises without the prior written consent of District, which District may grant or withhold in its sole exclusive discretion; and, may not modify, paint, alter, change or install locks, equipment, screws, fastening devices, signs, displays, or other exhibits, on or in any portion of Premises or occupied space, without the prior written consent of District which District may grant or withhold in its sole exclusive discretion.
- 5.5** Any and all physical changes, alterations, modifications, developments, or improvements to Premises shall be at Renter’s sole cost and expense and shall become District property, and Renter will not be entitled to any payment or compensation. Renter shall permit no waste, damage, or injury to Premises.
- 5.6** ***NOTICE:*** *The California Coastal Commission (CCC) has jurisdiction over all developments and improvements to District property. In addition, the San Diego Regional Water Quality Control Board (Regional Board) is the State agency responsible for ensuring compliance with the Clean Water Act and District is required to comply with the California Environmental Quality Act (CEQA). Significant fines and penalties are assessed by the CCC for violations to the Coastal Act and by the Regional Board for violations of the Clean Water Act. Additionally, several Federal, State, and local agencies retain permit authority over portions of the grounds and are authorized to assess fines and penalties for violations of their respective rules and regulations. Any and all fines, fees, attorney’s fees, costs of suit (administrative and/or judicial) incurred by District as a direct or indirect result of physical changes, alterations, modifications, developments or improvements by Renter to Premises that are not authorized in writing by the CCC or District, that violate the Clean Water Act or violate the rules and/or regulations of other Federal, State, and local agencies with permit authority on the grounds will be the sole and exclusive responsibility of the Renter. In addition, any and all costs and expenses to repair or remediate the condition giving rise to the violations will*

be the sole and exclusive responsibility of the Renter. Strict adherence to the above requirements is mandatory. Any violation of this shall, in the sole and exclusive discretion of District, be considered a material breach of this Agreement and constitute grounds for immediate termination of this Agreement.

- 5.7** District, at its sole cost and expense, has the right, from time to time during the Term to improve Premises and change Renter's occupied space in a manner consistent with the purposes of this Agreement. District's exercise of this right shall not relieve Renter of the obligation of complying with any and all terms and conditions of this Agreement.

6. Personal Property

- 6.1** Renter shall be solely responsible for paying all personal property taxes with respect to Renter's personal property at Premises.
- 6.2** District will have no liability or responsibility for the personal property of Renter, and that any personal property is placed, kept, or stored on Premises at the sole risk of the Renter.
- 6.3** Renter shall pay any and all taxes of whatever character that may be levied or charged upon Premises, or upon the Renter's improvements, fixtures, equipment, or other property thereon or upon the Renter's use thereof.

7. Insurance – Refer to Exhibit C CFSA Insurance Requirements

8. Indemnity

- 8.1** To the fullest extent permitted by law, Renter shall defend, indemnify, and hold harmless the State of California, District, and their respective agents, officers, servants, directors, and employees from and against all claims, damages, losses, and expenses, of every kind, nature and description (including, but not limited to, attorneys' fees, expert fees, and costs of suit), directly, or indirectly, arising from, or in any way related to the performance or nonperformance of this Agreement, regardless of responsibility of negligence; by reason of death, injury, property damage; or, by reason of any claim arising from the alleged violation of any state or federal accessibility law, statute or regulation, (including but not limited to, the Americans With Disabilities Act, and/or any state, local, successor, or comparable provision of law) however caused or alleged to have been caused, and even though claimed to be due to the negligence of District. Provided, however, that in no event shall Renter be obligated to defend or indemnify District with respect to the sole negligence or willful misconduct of District, its employees, or agents (excluding the Renter herein, or any of Renter's employees or agents.) Renter's obligation to defend, indemnify, and hold District harmless, and other indemnified persons and entities set forth herein, shall survive the expiration of the Term and any termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by District.

9. Expenses

- 9.1** Renter agrees to pay the cost of any additional security and safety personnel or equipment that District deems necessary to ensure the safety of the public and Premises in connection with Renter's operation.
- 9.2** District will have no liability or responsibility for the personal property of Renter, and the loss, theft, damage to, or destruction of any personal property belonging to Renter that is placed, kept, or stored on Premises is at the sole risk of the Renter. In addition, District will have no liability or responsibility for the personal property of the Renter, including storage of Renter's personal property during ANY vacancy period.

10. Signs

- 10.1.** Renter will not post or allow to be posted on Premises, indoors or outdoors, any signs, banners, cards, posters, nor flyers or other written material to be distributed on premises without the prior consent and approval of District which shall not be unreasonably withheld. The copy of all printed material to be used to promote Renter's operation shall be accurate in all respects and shall be approved by District prior to dissemination. Such approval shall not be unreasonably withheld. All forms of advertising, marketing, and promotion by Renter must clearly state the Renter is the seller.
- 10.2** Renter shall repair all damage to Premises resulting from the removal of signs installed by Renter.

11. Entry

- 11.1** District shall have the right to enter upon Premises at reasonable hours to inspect Premises at any time and from time to time.

12. Building Rules

- 12.1** Renter will comply with the Rules and Regulations Governing Rental Space adopted by District and subject to alteration by District from time to time and will cause all of its agents, employees, invitees and visitors to do so. Any and all changes to the Rules and Regulations Governing Rental Space will be provided by District to Renter in writing. The initial Rules and Regulations Governing Rental Space for Premises are attached hereto and incorporated into this Agreement by this reference.

13. Damage and Destruction

- 13.1** Subject to the provisions of Section 8 above, if Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects

that the same cannot be used for Renter's purposes, then Renter shall have the right within thirty (30) days following damage to elect by notice to District to terminate this Agreement as of the date of such damage. In the event of minor damage to any part of Premises, and if such damage does not render Premises unusable for Renter's purposes, District shall promptly repair such damage at the cost of District. In making the repairs called for in this paragraph, District shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of District. Renter shall be relieved from paying rent and other charges during any portion of the Term that Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Renter's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Renter. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Renter's reasonable control and which renders Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Renter's purposes.

14. Compliance with Law

- 14.1** Renter shall comply with all laws, orders, ordinances, regulations, and other public and/or governmental codes and requirements now or hereafter pertaining to Renter's use of Premises.
- 14.2** Renter will be required to obtain any and all licenses and permits that may be required by the United States of America, the State of California, the City of San Diego and/or the City of Del Mar for the use of Premises and Renter's operations. Each license and permit shall remain in full force and effect for the duration of this Agreement, including any extension of this Agreement.
- 14.3** Renter will not sell, exchange or barter, or permit Renter's employees to sell, exchange or barter, any permits issued to Renter or his employees hereunder.
- 14.4** In the event of any violation by Renter, District shall have the option, in its sole and exclusive discretion, to declare such violation to constitute a non-curable material breach of this Agreement.
- 14.5** All safety orders of any governmental agency of competent jurisdiction, including, but not limited to, the State Fire Marshal, the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) must be strictly observed.

15. Prohibitions

- 15.1** Renter shall protect the public use from any natural or artificial hazards on Premises or from Renter's operation on Premises. Renter shall be solely responsible to maintain the facility and Renter's operation on premises suitable for public use, at all times, including maintaining Premises in a good and orderly condition. Renter shall not admit more persons than can safely and freely move about Premises; and in no event shall Renter admit more persons than permitted under any code, statute, law, ordinance, regulation, or order of any governmental agency of competent jurisdiction, including, but not limited to, the State Fire Marshall.
- 15.2** Renter shall not permit consumption of alcoholic beverages on Premises unless approved by District Management for events; and no tobacco, or e-cigarette items are permitted to be sold or used on premises.
- 15.3** Retail sales, catering or sale of any food and beverage items, including vending machines are not permitted at any time unless authorized by District in advance.
- 15.4** The Renter shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about Premises, by the Renter, its agents, employees, contractors or invitees in a matter or for a purpose prohibited by any governmental agency or authority. If the presence of any Hazardous Material on Premises caused or permitted by the Renter prior to or during the term of this Agreement results in any contamination of Premises, the Renter shall promptly take all actions at its sole expense as are necessary to return Premises to the condition existing prior to the introduction of any such Hazardous Material to Premises, provided that District's consent to such action shall first be obtained.

Definition of "Hazardous Material". As used in this Agreement, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste," "extremely hazardous waste" or "restricted hazardous waste" under Division 20, Chapter 6.5, of the California Health and Safety Code ("Hazardous Waste Control") or listed to pursuant to Health and Safety Code section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 2, Chapter 6.8 (Carpenter-Presly-Tanner Hazardous Substance Account Act), (iii) defined as a "hazardous material," "hazardous substance" or "hazardous waste" under Section 25501 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Substances), (v) petroleum, (vi) asbestos, (vii) defined as "Extremely Hazardous Material", "Extremely Hazardous Waste", "Hazardous Constituent", "Hazardous debris", "Hazardous Material" or "Hazardous Waste" under California Code of Regulations, title or any related Appendix thereto, (viii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (ix) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903), or (x) defined as a

“hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. Section 9601, et seq. (42 U.S.C. Section 9601).

- 15.5** Renter will comply with all fire regulations as prescribed by the State Fire Marshall.
- 15.6** Renter agrees to follow storm water pollution prevention requirements described in Exhibit D, Preventing Storm Water Pollution.
- 15.7** The mass release of helium balloons is strictly prohibited.
- 15.8** Renter will not handle or sell any commodities or transact any business whatsoever for which an exclusive privilege is or has been granted or sold by District. Renter will not engage in any other business whatsoever upon or within Premises or the Del Mar Fairgrounds not within the scope of this Agreement; including, but not limited to, sponsorships, merchandise, and other marketing related items.

16. Termination

16.1 Termination for Convenience

During the term of this rental agreement, the District at its sole discretion has the right to cancel this agreement, without penalty or cause, at any time on thirty (30) days' written notice to the renter.

If by any reason District is unable to perform their obligations in connection with this Agreement, as a result of any Act of God, war, epidemic, accident, fire, public emergency, strike, lock-out, or other labor controversy, riot, civil disturbance, act of public enemy, law enactment, rule, restraint, order, or act of any governmental instrumentality or military authority, failure of technical facilities, failure, delay or reduction of services, explosion, destruction of District property, or other buildings or facilities on District's fairgrounds property or other cause not reasonably within District's control and which renders District's obligations under this Agreement impossible, infeasible, or unsafe in any way or any event then, District may cancel this agreement in its entirety effective immediately upon notice and neither party shall have any further liabilities and/or obligations in connection therewith.

16.2 Termination for Renter Default

In the event Renter defaults in any of the requirements or fails to perform any material obligation or condition of this Agreement, District shall notify Renter of such default in writing. Such notice shall be deemed delivered upon presentation to Renter. A copy of such notice shall also be sent to Renter via certified mail.

16.2.1 If the default is with respect to any payment required to be made by Renter, Renter shall correct such default within five (5) calendar days of

receipt of notice of default from District. If the default is of a non-monetary nature, Renter shall cure the conditions creating such default within five (5) calendar days of receipt of notice of default. In the event Renter fails to cure within the time specified, District shall have all rights accorded by law, including the right to terminate this Agreement upon thirty (30) calendar days written notice. Any termination shall not release Renter from paying all sums due to District or from claims accruing prior to termination.

16.2.2 Failure on the part of District to promptly notify Renter of default in accordance with this section shall not be deemed a waiver by District of District's rights on default of Renter or such default at a subsequent time.

16.2 Other Bases for Termination

16.3.1 In the event a decree or order by a court having jurisdiction shall be issued: a) adjudging Renter bankrupt or insolvent; b) approving as properly filed a petition seeking reorganization of Renter under any section of the Federal Bankruptcy Code, as amended; c) ordering or approving the winding up or liquidation of Renter's affairs; d) appointing a receiver, liquidator or trustee in bankruptcy for Renter its property; e) if Renter shall institute proceedings to be adjudicated a voluntary bankrupt, shall consent to the filing of any bankruptcy or insolvency proceedings against it; f) if Renter shall file a petition or seek reorganization under any state insolvency law, or shall admit in writing its inability to pay its debts generally as they become due, or take any action in furtherance of any of the aforesaid purposes; g) if Renter shall abandon the agreement; h) if a court shall have finally determined that Renter has discriminated on account of color, race, religion, ancestry, national origin, or sex; or I) violation of Paragraph Section 15 above: District may, in its sole and exclusive discretion, terminate this Agreement and all rights of Renter under this Agreement, upon thirty (30) calendar days' written notice.

16.4 Post Termination Obligations

16.4.1 In the event that this Agreement is terminated upon Renter's default District shall assume control of Premises and all equipment installed on or at Premises and District may continue to operate the same, to the extent permitted by law, until satisfactory arrangements are reached with Renter concerning the default, or until District enters into an agreement with another renter.

16.4.2 During the period of operation by District, District shall be entitled to use all fixtures, equipment, supplies and inventory of Renter on hand at Premises and Renter shall not be entitled to any monies and/or other compensation directly or indirectly received from such operations.

16.5 Non-Waiver

16.5.1 The failure of District to enforce any of its rights or remedies upon the default, breach or non-observances by Renter at the time or times in respect of any covenant, proviso or condition herein contained shall not, under any circumstances, operate as a waiver of District's rights hereunder in respect to any continuing or subsequent default, breach or non-observance, or operate so as to defeat or affect in any way the rights of District in respect of any such continuing or subsequent default or breach and no waiver shall be inferred from or implied by anything done or omitted by District; excepting only an express written waiver signed by the Chief Executive Officer or the Chair of the Board of Directors of District. All rights and remedies of District in this Agreement contained shall be cumulative and not alternative.

17. General Provisions

17.1 Notice Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, or by overnight delivery service, addressed as follows:

If to the 22nd District Agricultural Association:

22ND District Agricultural Association
Attention: CEO
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

If to Renter:

Noonan Family Swim School, Inc.
Attention: Jeff Noonan, President, or Monica Noonan, VP
P.O. Box 285
Del Mar, CA 92014

Notice shall be deemed duly given, if (1) (1) physically received; (2) (2) the day on which the same has been delivered prepaid (or on an invoice basis) to a reputable national overnight delivery service; or (3) (3) the day on which the same is delivered or delivery is first refused, if sent by first class certified or registered mail with return receipt requested.

17.2 Waiver Failure of District to insist in any one or more instances upon the observance and/or performance of any of these rules and regulations shall not constitute a waiver of any subsequent breach of any such rules and regulations. No waiver of any default by the Renter shall be implied from any omission by District to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by District shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

- 17.3** Headings The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.
- 17.4** Successors Subject to the provisions of this Agreement prohibiting the assignment or transfer of this Agreement, the provisions of this Agreement, shall extend to and be binding upon District and Renter and their respective legal representatives, successors and assigns.
- 17.5** Employees Renter or Renter's employees shall dress uniformly and shall be courteous, efficient and neat and clean in appearance at all times. Identification as Renter's employee shall be prominently displayed at all times. Renter further understands and agrees District Management, at its sole discretion, may determine that a person or agent utilized by Renter in its operations under this Agreement, due to his or her appearance, conduct, or demeanor may be unacceptable to District, if it is determined that such appearance, conduct, or demeanor is detrimental to District operations. Renter agrees to remove such person or agent from operations arising out of this Agreement. Determination by District Management regarding these matters shall be final.
- 17.6** Renter agrees that it, and its agents, servants, and employees, in the performance of this Agreement, acts in an independent capacity and not as an agent, officer, servant, or employee of District. In no way does this Agreement create a partnership, joint venture, principal-agent or such similar relationships between the parties.
- 17.7** Nothing contained in this Agreement or otherwise, shall create any contractual relation between District and any subcontractors of Renter, and no subcontract shall relieve the Renter of his/her responsibilities and obligations hereunder. The Renter agrees to be fully responsible to District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Renter. The Renter's obligation to pay its subcontractors is an independent obligation. As a result, District shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- 17.8** No alteration, modification, and/or amendment of this Agreement, or any of its terms and conditions shall be valid unless made in writing and signed by all of the parties to this Agreement.
- 17.9** This Agreement is being made and delivered and is intended to be performed in the State of California and the execution, validity, construction, and performance of this Agreement shall be construed and enforced in accordance with the laws of California. This Agreement shall be deemed made, entered into, and performed in San Diego County, which shall be the exclusive venue for any action relating to this Agreement.
- 17.10** Time is of the essence of each, every, and all of the provisions of this Agreement.

17.11 This is an integrated Agreement. The terms of this Agreement are contractual, and not merely a recital. Except as otherwise expressly provided in this Agreement, this Agreement supersedes all prior representations and agreements, if any, between the Parties or their legal counsel regarding its subject matter.

18. Exhibits

18.1 The following exhibits are attached herewith and made part of this Agreement:

Standard Contract Terms and Conditions – Exhibit A
Rules and Regulations – Exhibit B
Insurance Requirements – Exhibit C
Preventing Storm Water Pollution – Exhibit D

19. This Agreement is of no force or effect until duly accepted and signed by both parties

IN WITNESS WHEREOF, this agreement has been executed in duplicate, by and on behalf of the parties hereto.

22nd District Agricultural Association
2260 Jimmy Durante Boulevard
Del Mar, CA 92014

BY: _____

NAME/TITLE: Carlene Moore, Chief Executive Officer

Noonan Family Swim School, Inc.
P.O. Box 285
Del Mar, CA 92014

BY: _____

NAME/TITLE: Jeff Noonan, President, Or Monica Noonan, VP

OPERATOR RENTAL AGREEMENT AMENDMENT

This Agreement by and between the **22ND DISTRICT AGRICULTURAL ASSOCIATION**, hereinafter called District, and **Racket Club One, LLC**, hereinafter called the Renter, WITNESSETH:

The parties mutually agree to this Amendment as follows and all actions noted below are by this reference made a part of this Agreement and incorporated herein:

1. To renew the original rental agreement exercising the fourth and last one-year option, **December 1, 2026, through November 30, 2027.**
2. As stipulated in the original Agreement, the rent for the one-year option shall increase automatically each year by a percentage equal to the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) statistics published by the United States Bureau of Labor. The rent with a 3.4% CPI increase is as follows:

<u>Rental Term</u>	<u>Monthly Rent</u>
December 1, 2026 – November 30, 2027	\$11,841.09

Rent shall be due in advance or on the 1st (first) of each month and considered delinquent ten (10) days thereafter.

The following paragraphs are hereby amended paragraphs 2.1.2 and 2.1.3.

2.1.2 Facility Usage Fee and Utility Payment Structure

2.1.2.1 The above Rental Fee does not include utilities. Renter shall be responsible for utility charges associated with the premises during the term of this Agreement. Utility Fees shall be charged to the Renter monthly at a flat rate established below. The monthly flat-rate utility fee is intended to cover the Renter's estimated usage during the rental period.

District shall conduct an annual true-up of the utility fees based on the actual costs incurred during the preceding twelve (12) months. The annual true-up shall compare the actual utility costs incurred against the total utility fees paid by the Renter during the applicable period. The true-up shall be based on the actual utility meter readings for the applicable period, as recorded by the District.

If the actual utility costs are less than the utility fees paid, the difference shall be credited to the Renter. If the actual utility costs exceed the utility fees paid, the Renter shall be billed for the difference, which shall be due and payable upon receipt or in accordance with the payment terms established herein.

The monthly flat-rate utility fee shall remain in effect during the applicable rental period unless otherwise amended in writing by the District. The annual true-up shall not affect the Renter's obligation to pay the established monthly flat-rate utility fee.

Utility Fee: Utility charges shall be billed to Renter at an estimated flat rate of **Seven Hundred Ten Dollars (\$710.00)** per month. The Utility payment shall be due on the first (1st) day of each month and considered late ten (10) days thereafter, on the tenth (10th) day of the same month.

2.1.2.2 Renter shall pay District a Facility Usage Fee estimated at **Four Hundred Sixteen Dollars and Twelve Cents (\$416.12)** per month. The Facility Usage Fee payment shall be due on the first (1st) day of each month and considered late ten (10) days thereafter, on the tenth (10th) day of the same month.

2.1.2.3 The Facility Usage Fee includes trash service, common area repairs, and other repair and maintenance services paid for by the District. Common area repairs include, but are not limited to parking areas, landscaped areas, tree service, shared restrooms, and driveways and sidewalks located at 15555 Jimmy Durante Blvd., Del Mar, CA 92014.

2.1.2.4 The Facility Usage Fee will be reviewed and adjusted annually and shall be subject to year-end reconciliation based on actual facility usage by Renter. Any variance between the Facility Usage Fee paid and the actual amount due based on usage shall be reconciled through a credit or additional invoice to Renter. Renter shall be responsible for sustaining an energy-saving environment.

2.1.3 Removed in entirety.

Except as amended herein, all terms and conditions remain as previously agreed by the parties.

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

22ND DISTRICT AGRICULTURAL ASSOCIATION
2260 JIMMY DURANTE BLVD.
DEL MAR, CA 92014

Racket Club One, LLC
3525 Del Mar Heights Road, Suite 743
San Diego, CA 92130

BY: _____

BY: _____

NAME/TITLE: Becky Bartling, CEO/General Manager

NAME/TITLE: Jesse Steinberg, CEO

DATE: _____

DATE: _____



Contracted Events – September 2026

EVENT DATE(S)		EVENT NAME	RENTAL FEE	PARKING	F&B*	OTHER	TOTAL
7/17/26	9/7/26	Del Mar Thoroughbred Club Summer Race Meet					\$0.00
9/9/2026	9/11/26	Legends Private Event - 9/11 Foundation Day Fundraiser	\$4,490	\$6,400	\$856	\$13,633	\$25,379.34
9/10/26	9/13/26	Central Valley Reptile Expo	\$10,680	\$51,360	\$9,007	\$2,661	\$73,707.84
9/10/26	9/10/26	Thievery Corporation – The Sound	\$8,951	\$8,032	\$27,442	\$4,580	\$49,004.75
9/11/26	9/14/26	Bridal Bazaar	\$9,940	\$12,280	\$1,783	\$997	\$24,999.64
9/12/26	9/12/26	Legends Private Event - Wedding Event	\$3,150	\$1,600	\$64,264		\$69,013.66
9/12/26	9/12/26	BUNT – The Sound	\$8,610	\$7,668	\$37,353	\$4,580	\$58,210.90
9/14/26	9/23/26	La Mesa RV Sale	\$21,360	\$10,380	\$350		\$32,090.00
9/14/26	11/5/26	Pinery Pumpkin Patch					\$0.00
9/18/26	9/18/26	Peter Hook & The Light – The Sound	\$8,437	\$9,684	\$25,081	\$3,330	\$46,532.00
9/19/26	9/19/26	Sevendust x Theory of a Deadman – The Sound	\$8,437	\$5,948	\$21,368	\$2,175	\$37,927.50
9/20/26	9/20/26	Soulwax – The Sound	\$8,437	\$6,780	\$20,331	\$2,700	\$38,248.00
9/21/26	9/21/26	Cowboy Junkies – The Sound	\$8,437	\$5,488	\$12,691	\$1,935	\$28,550.64
9/22/26	9/28/26	Just Between Friends Clothing Sale	\$14,910	\$3,310	\$0	\$2,800	\$21,020.00
9/23/26	9/23/26	Kruder & Dorfmeister – The Sound	\$8,437	\$4,764	\$11,551	\$1,600	\$26,351.78
9/23/26	9/25/26	Lynyrd Skynyrd/Loverboy Concert – Arena	\$0	\$17,876	\$80,463	\$6,360	\$104,699.00
9/24/26	9/24/26	DJ Shadow – The Sound	\$8,437	\$9,064	\$28,415	\$3,620	\$49,536.30
9/25/26	9/26/26	Legends Private Event - Grateful Table Gala			\$15,569		\$15,568.62
9/26/26	9/26/26	DJ Habibeats – The Sound	\$8,437	\$7,380	\$31,662	\$4,780	\$52,258.75
9/27/26	9/27/26	Dogstar – The Sound	\$8,437	\$5,692	\$12,626	\$1,823	\$28,577.09
9/29/26	9/30/26	Legends Private Event - Physicians Offsite Meeting	\$4,490	\$12,800	\$90,339	\$7,340	\$114,969.29
9/30/26	9/30/26	Jack White – The Sound	\$20,511	\$14,664	\$43,613	\$4,783	\$83,570.98

* Gross to District



Contracted Events – October & November 2026

EVENT DATE(S)		EVENT NAME
OCTOBER 2026		
9/14/26	11/5/26	Pinery Pumpkin Patch
10/1/26	10/2/26	Boots & Brew
10/1/26	10/1/26	The Phil Collins Story – The Sound
10/2/26	10/4/26	Great American Train Show
10/2/26	10/4/26	Legends Private Event – Cohera
10/3/26	10/3/26	Sammy Rae & The Friends – The Sound
10/4/26	10/4/26	Michelle Branch – The Sound
10/8/26	10/12/26	Surf Board Expo
10/9/26	10/11/26	Jiu Jitsu Tournament
10/9/26	10/10/26	Legends Private Event – Del Norte High School
10/9/26	10/11/26	SD Card Show
10/11/26	10/11/26	Mastodon – The Sound
10/14/26	10/18/26	Gem Faire
10/14/26	10/19/26	Home Show
10/14/26	10/14/26	LP – The Sound
10/15/26	10/18/26	Harry Potter Drone Show
10/16/26	10/16/26	Shakey Graves – The Sound
10/17/26	10/17/26	Boy Harsher – The Sound
10/18/26	10/18/26	Kylie Cantrall – The Sound
10/22/26	10/23/26	Legends Private Event – La Jolla Institute of Immunology
10/24/26	10/24/26	Switchfoot – The Sound
10/27/26	10/28/26	Legends Private Event - Safety University
10/27/26	10/27/26	Todd Rundgren – The Sound
10/30/26	10/31/26	Legends Private Event - STJ
NOVEMBER 2026		
11/4/26	11/4/26	Lyle Lovett – The Sound
11/6/26	11/29/26	Del Mar Thoroughbred Club Fall Race Meet
11/6/26	11/6/26	The Billy Joel Legacy – The Sound
11/8/26	11/8/26	The Psychedelic Furs – The Sound
11/10/26	11/13/26	San Diego 3-Day Walk



EVENT DATE(S)		EVENT NAME
NOVEMBER 2026 (continued)		
11/12/26	12/12/26	Pinery Wholesale Christmas Tree Distribution
11/13/26	12/17/26	Purdy Christmas Tree Sale
11/14/26	11/14/26	DJ Meredith Marks – The Sound
11/18/26	11/23/26	Snow Jam
11/21/26	11/21/26	Houndmouth – The Sound
11/22/26	11/22/26	Clara La San – The Sound

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OFFICE OF THE SAN DIEGO COUNTY
DISTRICT ATTORNEY

SUMMER STEPHAN
District Attorney

RACHEL SOLOV
ASSISTANT DISTRICT ATTORNEY

October 1, 2026

Ms. Christina M. Cameron
City Attorney
City of Del Mar

RE: Referral Concerning Elected and Appointed Officials

Dear Ms. Cameron,

Your August 7, 2026, letter regarding the *Referral Concerning Elected and Appointed Officials* was forwarded to the Public Integrity Unit of the San Diego County District Attorney's Office. We have carefully reviewed your letter, the accompanying materials, as well as other available materials.

Despite several efforts, we have not been able to confirm the complaining party's identity or legitimacy as a complainant. We also reviewed publicly available information indicating that the California Attorney General's Office has been involved in numerous matters concerning compliance with low-income housing requirements through their Housing Justice Team. Nothing in this matter suggests that the performance of Rob Bonta's duties is connected in any way with contributions to his political campaign.

Therefore, based on the information we were able to obtain, there is insufficient evidence to indicate that a criminal offense has occurred. Accordingly, our office will not pursue a criminal investigation or file criminal charges in this matter.

As an aside, we wanted to convey that the way this complaint was referred was very irregular, especially with the media publicity surrounding its submission. Historically, referrals of this nature have been communicated directly to the Public Integrity Unit rather than through public channels.

Sincerely,

The Public Integrity Unit
San Diego County District Attorney's Office

22nd District Agricultural Association Policies

Policy 6.01: Event Ticket

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

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 and 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-D-1: Finance Committee Report

The meeting of the Finance Committee took place on October 8, 2026. Topics discussed included:

Analysis of 2026 Fair revenue and expenses and ideas for 2027

Although the Fair net profit was \$11.6 million, this amount was \$1.1 million below budget. District staff are considering several possible changes for 2027 designed to boost attendance, including free parking at Horsepark and free seating areas for Grandstand concerts. CEO Bartling also anticipates better negotiating ability when booking artists for 2027, based on industry trends.

District leadership continues to work on finalizing the 2027 operating budget. The initial final draft will be presented to the Finance Committee in November 2026, before being presented to the Board of Directors for approval in December 2026.

Parametric flood insurance

An insurance provider approached the District about parametric flood insurance, which covers properties at risk of flooding due to rain or storm surge. The annual premium would be \$142,000, with a fixed maximum payout of \$2 million with certification of water-related damage to the fairgrounds. There have been two incidents since 2005 involving flooding at the fairgrounds, but since there was no significant damage, the District wouldn't have been eligible for a payout. Given the high premium, District staff do not recommend taking out a parametric flood insurance policy at this time. The District will monitor any new developments and may purchase this policy if circumstances change.

DMTC

Net income from DMTC includes rent paid to the District as well as residual income used to repay bonds. The District is working to develop a P&L report specific to DMTC, similar to what is produced for the Fair, to show all expenses and revenue related to horse racing.

Financial Reports

Accompanying this Committee Report are preliminary financial reports for August 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 through August 2026 is favorable relative to the approved budget. Monthly operations outperformed expectations by \$1.2M, driven by expense savings in payroll, facility related expenses, marketing and supplies. Total cash balances through August also exceed levels from the same period in 2025 and 2024 by about \$5M.

Monthly Performance (August 2026)

In August, revenues exceeded the budget by 2% (\$137K), primarily driven by Food & Beverage revenue. Also, operating expenses were significantly lower than budget by about 14% (\$1.1M). This positive variance was driven by cost reductions across payroll, professional services, facilities, and marketing expenses.

<u>Category</u>	<u>Status</u>	<u>Variance</u>	<u>Notes</u>
Total Revenues	●	+2% / +138K	Mainly higher food & beverage and parking revenues at The Sound
Operating Expenses Savings	●	-14% / -\$1.07M	Payroll, professional services, facility, and marketing expenses were most of savings

Year-to-Date Performance (Jan–Aug 2026)

For the year ending in August, total operating revenues fell short of the forecast by \$6.2M (9%) due to macroeconomic headwinds resulting in lower attendance during the fair, \$1.9M in unbudgeted non-operating revenues helped offset the gap. Additionally, \$4M (6%) in operating cost savings directly helped the final net results. For FY 2026, the combination of unplanned revenues of \$1.9M and cost savings of \$4M helped drive favorable net results, exceeding the budgeted net results by approximately \$719K.

Unbudgeted \$1.9M revenues were from SANDAG and the City of Del Mar. 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.

<u>Category</u>	<u>Status</u>	<u>Variance</u>	<u>Notes</u>
Total Revenues	●	-4% / -\$3.1M	Lower Admissions, Midway and Concessions, offset by unbudgeted payments from City of Del Mar and SANDAG
Operating Expenses	●	-6% / -\$4.0M	Expense savings across multiple areas
Admissions Revenue	●	-25% / -\$3.7M	Macro-economic factors resulted in lower attendance
Concessions Revenue	●	-5% / -\$2.1M	Macro-economic factors resulted in lower attendance
Parking Revenue	●	-2% / -\$147K	Parking revenues did not have as much reduction in revenues as compared to other categories
Facility Rental Revenues	●	-3% / -\$198K	Lower results from premium space sponsors
Sponsorship Revenue	●	+34% / +\$726K	Better than expected revenues
Payroll & Related	●	-5% / -\$775k	FTE vacancies, and lower professional development costs
Professional Services	●	-4% / -\$922K	Lower F&B costs
Program Expenses	●	-8% / -\$1.4M	Lower Midway operator cast due to lower Midway revenues
Other Operating Expenses	●	-\$22% / -\$538K	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 August 31, 2026

	2026	2025	2024
Assets			
1 Cash	\$ 34,793,229	\$ 38,616,700	\$ 39,174,837
Reserves - BOD as DAA Reserved Funds	11,250,000	-	-
Reserves - Surf & Truf Utility	184,344	-	-
Restricted Cash - JLA	188,451	136,485	91,757
2 Restricted Cash - F&B Equipment Fund	22,049	29,598	51,157
3 Restricted Cash - RTA	9,149,783	10,262,181	11,534,822
Total Cash and Cash Equivalents	55,587,857	49,044,964	50,852,573
Accounts Receivable	2,147,591	2,119,459	1,615,471
Prepaid Expenses	1,044,256	881,663	744,224
4 Deferred Outflows Pension	7,899,241	7,899,241	7,035,722
Total Current Assets	11,091,088	10,900,363	9,395,418
Land and Land Improvements	46,612,707	46,998,212	45,178,212
Building and Improvements	217,742,205	217,732,667	217,564,033
Equipment	41,819,751	41,377,308	39,837,464
Capital Projects in Process	2,351,653	2,364,566	4,342,979
Accumulated Depreciation	(212,664,159)	(209,297,480)	(198,608,676)
Total Capital Assets	95,862,158	99,175,273	108,314,012
Total Assets	\$ 162,541,103	\$ 159,120,600	\$ 168,562,002
Liabilities			
Accounts Payable	7,370,160	11,303,282	8,159,428
Payroll Liabilities	1,319,400	1,290,537	1,433,752
Accrued Liabilities	1,716,902	1,622,159	1,652,195
Other Current Liabilities	(531,912)	(578,270)	(378,882)
6 Deferred Revenue	1,173,511	1,145,024	1,760,281
5 Current Long Term Debt	4,523,054	1,207,165	2,021,583
7 Accrued Employees Leave Liabilities	1,559,946	1,312,859	1,144,169
8 Long Term Debt	51,337,155	53,360,582	56,210,122
Reserve - F&B Equipment Fund	440,106	302,511	233,268
Reserve - JLA	82,783	60,691	43,292
4 Pension Liability	25,529,102	25,529,092	21,498,923
4 Deferred Inflows - Pension	1,753,746	1,753,746	1,717,258
Total Liabilities	96,273,952	98,309,378	95,495,389
Net Resources			
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	8,319,442	(2,678,857)	20,924,145
Total Net Resources	66,267,150	60,811,222	73,066,613
Total Liabilities and Net Resources	\$ 162,541,103	\$ 159,120,600	\$ 168,562,002

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 August 31, 2026
DAA

	August 2026			Year-to-Date			Full 2026
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
REVENUES							
Admissions Revenue	1,797	0	1,797	11,187,206	14,882,630	(3,695,424)	14,882,630
Gates	1,797	0	1,797	11,187,206	14,882,630	(3,695,424)	14,882,630
Concessions Revenue	6,660,745	6,578,458	82,287	40,523,991	42,662,837	(2,138,846)	47,404,003
Food & Beverage Contract	6,660,745	6,573,458	87,287	17,892,066	18,141,181	(249,115)	22,860,746
Other Food & Beverage	0	0	0	4,970,449	5,456,855	(486,406)	5,456,855
Midway	0	0	0	17,507,015	18,980,100	(1,473,085)	18,980,100
Facility Rentals Revenue	293,798	268,549	25,249	6,181,281	6,380,013	(198,732)	9,259,914
Commercial	0	7,000	(7,000)	3,070,250	3,401,950	(331,700)	3,401,950
Program Revenues	79,796	65,500	14,296	7,685,133	7,833,088	(147,955)	8,857,303
JLA	0	0	0	61,380	63,000	(1,620)	63,000
Parking	53,533	41,500	12,033	6,959,029	7,105,948	(146,919)	8,013,563
Participation Fees	0	0	0	303,483	273,740	29,743	273,740
OPERATING REVENUE TOTALS	7,089,379	6,970,533	118,846	66,007,260	72,214,578	(6,207,319)	81,091,963
Contributions	5,850	3,900	1,950	2,867,281	2,145,000	722,281	1,880,600
Sponsorships	3,900	3,900	0	2,848,296	2,122,200	726,096	1,407,800
Other Non-Operating Revenue	8,387	17,591	(9,204)	2,562,329	690,573	1,871,756	1,226,705
Reimbursed Costs	75,379	49,526	25,853	940,541	524,893	415,648	1,971,192
Prior Year Revenue	0	0	0	54,295	0	54,295	0
NON-OPERATING REVENUE TOTALS	89,615	71,017	18,598	6,424,446	3,360,466	3,063,980	5,078,497
TOTAL REVENUE	7,178,994	7,041,550	137,445	72,431,706	75,575,044	(3,143,339)	86,170,460
EXPENSES							
Payroll & Related Expense	935,314	1,181,202	245,888	13,497,067	14,272,607	775,540	19,340,798
Professional Development	175	17,200	17,025	79,956	196,399	116,443	286,599
Professional Services Expense	4,796,382	5,228,229	431,847	22,340,375	23,263,505	923,130	29,193,709
Food & Beverage Expense	4,562,574	4,790,954	228,381	13,580,641	14,365,250	784,609	18,871,587
Insurance Expense	177,181	170,354	(6,827)	1,634,333	1,440,660	(193,672)	2,222,077
Facility & Related Expense	659,566	889,424	229,858	5,588,795	5,610,172	21,376	7,087,323
Equipment & Small Wares	6,203	0	(6,203)	142,833	0	(142,833)	0
Telephone & Internet	7,932	9,114	1,182	66,298	70,947	4,649	106,918
Repairs & Maintenance	72,766	56,546	(16,220)	633,608	649,868	16,260	918,552
Utilities	509,714	576,500	66,786	2,949,265	2,784,000	(165,265)	3,910,000
- Electricity	264,119	-	-	1,660,665	-	-	-
- Water	167,875	-	-	785,647	-	-	-
Supplies Expense	51,647	26,500	(25,147)	1,243,471	1,606,486	363,015	1,791,386
Marketing & Related Expense	2,683	130,308	127,624	1,230,888	1,409,606	178,718	1,409,606
Program Expenses	50,655	116,027	65,372	15,796,564	17,170,871	1,374,306	17,326,038
Artists & Entertainment	0	0	0	5,719,897	5,813,500	93,603	5,813,500
Midway Operator Expense	0	0	0	9,619,878	10,734,011	1,114,133	10,734,011
Other Operating Expense	76,758	77,365	607	1,887,530	2,426,499	538,970	2,726,623
Bank & Service Fees	11,344	8,555	(2,789)	1,342,632	1,831,119	488,488	1,868,283
OPERATING EXPENSE TOTALS	6,750,186	7,819,409	1,069,222	63,219,024	67,200,406	3,981,383	81,097,561
Other Non-Operating Expense							
Prior Year Expense	(1,403)	0	1,403	118,703	0	(118,703)	0
NON-OPERATING EXPENSE TOTALS	(1,403)	0	1,403	118,703	0	(118,703)	0
TOTAL EXPENSE	6,748,783	7,819,409	1,070,625	63,337,726	67,200,406	3,862,680	81,097,561
NET INCOME (LOSS)	430,211	(777,859)	1,208,070	9,093,979	8,374,638	719,341	5,072,900

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

22nd DAA
Income Statement
For the Period Ending August 31, 2026
DAA, **San Diego County Fair**

2026 Fair Only

	August 2026			Year-to-Date			Full 2026
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
REVENUES							
Admissions Revenue	0	0	0	11,181,020	14,882,630	(3,701,610)	14,882,630
Gates	0	0	0	11,181,020	14,882,630	(3,701,610)	14,882,630
Concessions Revenue	0	0	0	27,332,934	29,463,545	(2,130,611)	29,463,545
Food & Beverage Contract	0	0	0	4,758,786	4,995,288	(236,502)	4,995,288
Other Food & Beverage	0	0	0	4,970,449	5,456,855	(486,405)	5,456,855
Midway	0	0	0	17,504,985	18,980,100	(1,475,115)	18,980,100
Facility Rentals Revenue	846	7,846	(7,000)	3,576,872	3,939,650	(362,778)	3,943,034
Commercial	0	7,000	(7,000)	3,061,850	3,401,950	(340,100)	3,401,950
Program Revenues	0	0	0	5,101,873	5,394,055	(292,182)	5,394,055
JLA	0	0	0	61,380	63,000	(1,620)	63,000
Parking	0	0	0	4,737,010	5,059,815	(322,805)	5,059,815
Participation Fees	0	0	0	303,483	271,240	32,243	271,240
OPERATING REVENUE TOTALS	846	7,846	(7,000)	47,192,698	53,679,880	(6,487,181)	53,683,264
Contributions	1,950	0	1,950	2,835,431	2,113,800	721,631	1,383,800
Sponsorships	0	0	0	2,817,096	2,091,000	726,096	1,361,000
Other Non-Operating Revenue	112	3,000	(2,888)	78,734	94,347	(15,613)	94,347
Reimbursed Costs	0	0	0	69,608	0	69,608	0
Prior Year Revenue	0	0	0	4,063	0	4,063	0
NON-OPERATING REVENUE TOTALS	2,062	3,000	(938)	2,987,835	2,208,147	779,688	1,478,147
TOTAL REVENUE	2,908	10,846	(7,938)	50,180,534	55,888,027	(5,707,493)	55,161,411
EXPENSES							
Payroll & Related Expense	123,972	263,020	139,048	8,492,358	9,252,973	760,615	9,805,797
Professional Development	0	4,900	4,900	53,011	66,500	13,489	72,900
Professional Services Expense	33,833	117,260	83,427	8,812,865	9,604,404	791,539	9,724,404
Food & Beverage Expense	0	0	0	3,097,393	3,338,769	241,375	3,338,769
Insurance Expense	11,990	15,171	3,181	298,480	277,050	(21,430)	307,597
Facility & Related Expense	65,476	243,140	177,664	2,305,679	3,224,475	918,796	3,224,975
Equipment & Small Wares	5,900	0	(5,900)	59,056	0	(59,056)	0
Telephone & Internet	0	0	0	0	0	0	500
Repairs & Maintenance	0	0	0	42,868	221,100	178,232	221,100
Utilities	0	0	0	473,552	958,000	484,448	958,000
- Electricity	0	-	-	335,159	-	-	-
- Water	0	-	-	71,759	-	-	-
Supplies Expense	5,275	250	(5,025)	877,685	970,636	92,951	974,636
Marketing & Related Expense	0	127,308	127,308	1,199,067	1,356,606	157,540	1,356,606
Program Expenses	14,463	25,600	11,137	15,430,195	16,705,589	1,275,394	16,715,350
Artists & Entertainment	0	0	0	5,718,397	5,813,500	95,103	5,813,500
Midway Operator Expense	0	0	0	9,619,878	10,734,011	1,114,133	10,734,011
Other Operating Expense	1,307	500	(807)	1,108,751	1,721,480	612,729	1,721,480
Bank & Service Fees	1,313	0	(1,313)	1,085,061	1,678,580	593,519	1,678,580
OPERATING EXPENSE TOTALS	256,316	792,249	535,933	38,525,078	43,113,213	4,588,134	43,830,846
Other Non-Operating Expense							
Prior Year Expense	0	0	0	23,702	0	(23,702)	0
NON-OPERATING EXPENSE TOTALS	0	0	0	23,702	0	(23,702)	0
TOTAL EXPENSE	256,316	792,249	535,933	38,548,781	43,113,213	4,564,432	43,830,846
NET INCOME (LOSS)	(253,408)	(781,403)	527,995	11,631,753	12,774,814	(1,143,060)	11,330,564

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

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

	August 2026			Year-to-Date			Full 2026
	Actual	Budget	Variance	Actual	Budget	Variance	Budget
REVENUES							
Concessions Revenue	188,748	123,339	65,409	964,664	1,011,380	(46,715)	1,998,093
1 Food & Beverage Contract	188,748	123,339	65,409	964,664	1,011,380	(46,715)	1,998,093
Facility Rentals Revenue	60,475	42,185	18,290	397,334	295,295	102,039	632,775
Program Revenues	53,517	41,500	12,017	317,109	299,800	17,309	631,800
Parking	53,517	41,500	12,017	317,109	299,800	17,309	631,800
OPERATING REVENUE TOTALS	302,741	207,024	95,717	1,679,108	1,606,475	72,633	3,262,668
Other Non-Operating Revenue	330	0	330	6,140	0	6,140	0
Reimbursed Costs	1,416	0	1,416	7,235	0	7,235	0
NON-OPERATING REVENUE TOTALS	1,746	0	1,746	13,375	0	13,375	0
			0				
TOTAL REVENUE	304,486	207,024	97,462	1,692,483	1,606,475	86,008	3,262,668
EXPENSES							
Payroll & Related Expense	41,797	86,694	44,897	816,773	829,092	12,319	1,247,642
Professional Services Expense	79,125	73,787	(5,338)	439,653	603,828	164,175	1,168,598
Food & Beverage Expense	78,625	73,787	(4,838)	405,085	603,828	198,743	1,168,598
Insurance Expense	3,712	5,012	1,300	86,103	47,296	(38,807)	71,240
Facility & Related Expense	1,248	1,200	(48)	17,127	7,200	(9,927)	12,000
Equipment & Small Wares	303	0	(303)	2,859	0	(2,859)	0
Repairs & Maintenance	945	1,200	255	13,661	7,200	(6,461)	12,000
Supplies Expense	1,314	4,000	2,686	14,487	9,500	(4,987)	14,500
Program Expenses	0	61,800	61,800	0	61,800	61,800	61,800
Other Operating Expense	42,296	44,593	2,297	350,542	359,121	8,579	531,560
Bank & Service Fees	222	1,293	1,071	13,952	12,721	(1,231)	16,760
Interest Expense	42,074	43,300	1,226	336,590	346,400	9,810	514,800
OPERATING EXPENSE TOTALS	169,491	277,086	107,595	1,724,685	1,917,837	193,151	3,107,339
Other Non-Operating Expense							
NON-OPERATING EXPENSE TOTALS	0	0	0	270	0	(270)	0
TOTAL EXPENSE	169,491	277,086	107,595	1,724,955	1,917,837	192,881	3,107,339
NET INCOME (LOSS)	134,995	(70,062)	205,057	(32,472)	(311,362)	278,889	155,328

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

Note 1: In August, The Sound hosted seven shows, whereas the budgeted assumption was for five. Year-to-date, The Sound has hosted 46 shows, compared to 41 forecasted in the budget.

Food & Beverage Report Aug-26

August 2026 Food Service Revenues were \$6,660,745. Budgeted Revenues for August 2026 were \$6,573,458

Net distribution to the District for August 2026 was \$2,058,848 or 30.9%. Budgeted distribution for August 2026 was \$1,782,503 or 27.1%.

Year-to-date 2026 distribution to the District is \$4,086,788 or 22.8%. The budgeted distribution for YTD 2026 was \$3,719,824 or 20.9%.

Aug-26	2026 ACTUAL	%	2026 BUDGET	%	2025 ACTUAL	%
TOTAL REVENUE	6,660,745	100.0%	6,573,458	100.0%	7,014,728	100.0%
TOTAL COGS	1,296,816	19.5%	1,397,593	21.3%	1,382,401	19.7%
GROSS MARGIN	5,363,928	80.5%	5,175,865	78.7%	5,632,327	80.3%
TOTAL PAYROLL	2,424,678	36.4%	2,546,943	38.7%	2,500,325	35.6%
OPERATING EXPENSES	586,281	8.8%	591,775	9.0%	534,491	7.6%
NET PROFIT	2,352,969	35.3%	2,037,147	31.0%	2,597,510	37.0%
CLIENT DISTRIBUTION	2,058,848	30.9%	1,782,503	27.1%	2,272,821	32.4%
YTD	2026 ACTUAL	%	2026 BUDGET	%	2025 ACTUAL	%
TOTAL REVENUE	17,900,416	100.0%	17,774,527	100.0%	17,632,492	100.0%
TOTAL COGS	3,748,676	20.9%	3,763,199	21.2%	3,695,390	21.0%
GROSS MARGIN	14,151,739	79.1%	14,011,328	78.8%	13,937,102	79.0%
TOTAL PAYROLL	7,313,856	40.9%	7,615,485	42.8%	7,356,076	41.7%
OPERATING EXPENSES	2,167,269	12.1%	2,144,615	12.1%	1,999,666	11.3%
NET PROFIT	4,670,615	26.1%	4,251,228	23.9%	4,581,360	26.0%
Y-T-D CLIENT DISTRIBUTION	4,086,788	22.8%	3,719,824	20.9%	4,008,690	22.7%



Item 6-G-1 – DMTC Liaison Committee Meeting Report

Summer Race Meet/Food and Beverage Operations Discussion

The meeting of the committee took place on September 16. DMTC reported a strong summer race meet overall with wagering up 3.1%. Attendance was down 1% overall, mostly attributed to a soft walk up in the GA areas due to the heat. The added promotions of the Surf and Turf Festival and Family Days proved to be popular additions. Food and beverage service and quality were great. New handheld machines meant servers could accommodate more tables, save time on checkout, and create more efficiencies in ordering and getting orders to the kitchen. Support from both Toast and Legends Corporate IT was instrumental in getting through the busy Opening Day. Legends reported a major uptick in specialty cocktails – so much so that 2025 numbers were achieved in week 5 of the 2026 meet. DMTC reported that negative comments in regard to food service decreased significantly and the speakeasy was a successful addition to the race meet program. Per caps were up over \$1 and Legends was up 2% year over year.

Elevator/Escalator Discussion

Previously, the Board approved the replacement of the Turf Club elevators at a cost of approximately \$1.6 million. However, upon professional assessment, there have been further findings.

Lift Elevator Consulting Company, a professional elevator and escalator consulting company, conducted a full elevator and escalator assessment in August 2026 to determine what the needs are for each piece of equipment in the grandstand. In 2019, some funds had been allocated to elevator modernizations, minus the doors, guides, and cab upgrades. Lift's recommendation is to further modernize the elevators to complete all that was not done in 2019. Estimates to conduct this work for elevator doors, operators, and guides is \$925,000. In the future, it is recommended to modernize the cabs at an approximate cost of \$50,000-\$60,000 each for the Turf Club and \$25,000 a piece for the service and other passenger elevators. A professional designer can provide a more exact price.

The process to get this work completed involves engaging an architect to provide drawings and stamped approval by state inspectors as well as the Office of the State Fire Marshal (OSFM), Division of the State Architect (DSA), and Cal/OSHA.

The elevator door, operator, and guide replacement project is anticipated to take approximately 17 months from the start of design through completion.

- Design is scheduled to begin in November 2026, with approximately two months allocated for the architect to complete the design documents.
- The project will then require approximately one month for OSFM review in January 2027 and one month for DSA review in February 2027.
- Following agency approvals, the project will proceed through the public bidding and contractor selection process in March and April of 2027.
- Once a contractor is selected and the equipment is ordered, the anticipated manufacturer lead time for the elevator doors, operators, and guides is approximately 4-5 months, extending from May through September of 2027.
- Installation is anticipated to take approximately five months, from December 2027 through April 2028, with an estimated project completion in April 2028.

This schedule assumes timely agency reviews, successful completion of the public bidding process, and no significant delays in equipment manufacturing, delivery, or contractor availability. This schedule is also based on the assumption that the project can be performed with the District acting as the project manager.

In regard to escalators, all are functioning but are at the end of their useful life. The cost estimate to replace each set of escalators (there are 6 in total) is \$1.2-\$1.5 million. The timeline on each escalator set is that once funds are allocated, competitive bidding conducted, and the project approved, it will take 4-5 months for the custom build, and another four months for installation. The work will also need to be scheduled around the Fair and races. Considering these factors, 2028 is a more realistic time frame for the work to occur.

Opening Day After Party Event at the Sound

The inaugural opening day after party at The Sound was well received despite the short timeline for marketing and planning. After receiving the Board's feedback on the event, Belly Up has also concurred that they would like to pursue a compelling show again in 2027. With the benefit of a longer runway for planning and marketing, the event will experience growth in attendance and awareness.



Item 6-G-2 – DMTC Liaison Committee
Discussion and vote to approve amendment to Verizon lease agreement
L-2998 [Action Item]

Verizon Wireless Lease Amendment

Verizon Wireless is proposing a modification to the cellular equipment in the infield for which it has a current agreement with the 22nd DAA. This modification will provide better coverage for the Del Mar Race Track, commuting traffic on Interstate 5, and the surrounding areas. Monthly rent to the District increases from \$5,024 to \$6,374 per month with escalators built in annually. Lease terms are negotiated by the California Department of General Services (DGS). Several Verizon representatives were present at the September 16 Committee meeting.

Originally, this amendment was brought before the Board in December of 2025. At the time, the Board deferred approval until more research could be done on enhancing the Infield video board, where the equipment they wish to upgrade is located. At the August 2026 Board of Directors meeting, the Board voted 9-0 in favor of a like-for-like replacement of the Infield video board rather than designing and building a new structure. This is the most economical and impactful route, which includes replacing the Infield video board components to upgrade the screen quality without requiring the construction of a whole new videoboard structure.

Without the need for this new structure and costly relocation of Verizon equipment, the amendment can proceed. However, while the committee is eager for the work to begin, they were not comfortable with the termination language as it was written in the original contract. The original contract essentially gave Verizon all the authority to terminate.

The language in the original contract states:

“State and Lessee agree that Lessee may terminate this Lease at any time during the term hereof by giving written notice to the State at least ninety (90) days prior to the date when such termination shall become effective.”

However, because of the Committee’s resistance to accepting the amendment, and its “fairgrounds first” stance, DGS was able to go back to Verizon and negotiate mutual termination.

The new language states:

“State and Lessee agree that either party may terminate this Lease at any time and for any reason during the term hereof by giving written notice to the other party twenty-four (24) months prior to the date when such termination shall become effective.”

Staff and Committee Recommendation

It is recommended the Board approve the amendment, which can be read in its entirety on the following pages of the meeting packet.

AGENCY: 22nd District Agricultural Association

Project ID No: 15091

Lease File No.: L-2998

Amendment No.: One (1)

Lessee Site Name/ID: Del Mar Grandstand / 5000389494

AMENDMENT No ONE (1) TO LEASE

This Amendment to the Telecommunications Lease Agreement dated June 19, 2025 for reference purposes only, by and between the State of California, at the direction of the 22nd District Agricultural Association (22nd DAA), and the Department of Food and Agriculture acting by and through the Director of the Department of General Services (DGS), hereinafter collectively referred to as State, and Celco Partnership, a Delaware general partnership dba Verizon Wireless, hereinafter referred to as "Lessee", with principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920. State and Lessee may also be referred to as "Party" or "Parties".

WITNESSETH:

WHEREAS, State and Lessee hereto entered into that certain Telecommunications Lease Agreement, dated September 29, 2023 (the "Lease") covering certain premises located at 2260 Jimmy Durante Blvd., San Diego, CA. 92014, in the County of San Diego, State of California, commonly referred to as Del Mar Grandstand – Site #2; and

WHEREAS, State and Lessee hereto desire to amend said lease to: (1) Modify the Use of the Premises as outlined in Section 1, Clause 1, to account for modifications to existing equipment at the site, and (2) adjust the monthly Rents resulting from the modification, installation and operation of additional telecommunications equipment referenced on State Form 311 Radio Vault Space Application approved on April 15, 2025 and marked as Exhibit "A-1" attached hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the Parties as follows, effective August 1, 2025:

1. Section 1, Clause 1, "USE" of the Lease shall be amended and replaced with the following:

The Premises shall be used during the term hereof solely and only for the purpose of enabling Lessee to construct, repair, maintain and operate in, on and upon the Premises telecommunications equipment for purposes of providing wireless communications services. The Premises, along with existing cables and wires and which includes wireless antennas, remote radio units, raycaps, Hybriflex Cables, wireless equipment cabinets and a generator as further described in Lessee's Approved Radio Vault Space Application (State Form TD-311) dated April 15th, 2025 attached hereto as Exhibit A-1.

2. Section 1, Clause 3, "EARLY TERMINATION" of the Lease shall be deleted in its entirety and replaced with the following:

State and Lessee agree that either party may terminate this Lease at any time and for any reason during the term hereof by giving written notice to the other party twenty-four (24) months prior to the date when such termination shall become effective. If Lessee fails to complete its move out within the notice period and remains on the Premises, additional

rent shall be paid and prorated based on a 30 day month, and on the actual number of days Lessee occupies the Premises following the effective date of termination.

3. Section 1, Clause 4, "RENT PAYMENTS" of the Lease shall be amended and replaced with the following:

Lessee shall make rental payments starting August 1, 2025 for the leased Premises, monthly in advance, due upon commencement of this amendment and thereafter on the first of each month, and shall be as follows:

Start Date		End Date	Payment per Month
Initial Term			
August 1, 2025	to	January 31, 2026	\$6,158.00
February 1, 2026	to	January 31, 2027	\$6,374.00
February 1, 2027	to	January 31, 2028	\$6,597.00
February 1, 2028	to	January 31, 2029	\$6,828.00
February 1, 2029	to	January 31, 2030	\$7,067.00
February 1, 2030	to	January 31, 2031	\$7,314.00
February 1, 2031	to	January 31, 2032	\$7,570.00
February 1, 2032	to	January 31, 2033	\$7,835.00
February 1, 2033	to	January 31, 2034	\$8,109.00
First Renewal Option			
February 1, 2034	to	January 31, 2035	\$8,393.00
February 1, 2035	to	January 31, 2036	\$8,687.00
February 1, 2036	to	January 31, 2037	\$8,991.00
February 1, 2037	to	January 31, 2038	\$9,306.00
February 1, 2038	to	January 31, 2039	\$9,632.00
Second Renewal Option			
February 1, 2039	to	January 31, 2040	\$9,969.00
February 1, 2040	to	January 31, 2041	\$10,318.00
February 1, 2041	to	January 31, 2042	\$10,679.00
February 1, 2042	to	January 31, 2043	\$11,053.00
February 1, 2043	to	January 31, 2044	\$11,440.00
Third Renewal Option			
February 1, 2044	to	January 31, 2045	\$11,840.00
February 1, 2045	to	January 31, 2046	\$12,254.00
February 1, 2046	to	January 31, 2047	\$12,683.00
February 1, 2047	to	January 31, 2048	\$13,127.00
February 1, 2048	to	January 31, 2049	\$13,586.00

4. Section 1, Clause 6, "NOTICES" of the Lease shall be amended to reflect Lessee's notice address to the following:

LESSEE: Basking Ridge Mail Hub
 Attn: Legal Intake
 One Verizon Way
 Basking Ridge, NJ 07920

All payments are to be made to 22nd District Agricultural Association and must include State's lease number L-2998. Payments are to be made directly to the following address:

22nd District Agricultural Association
Attn: Accounts Receivable - L-2998
2260 Jimmy Durante Blvd.
Del Mar, California 92014

Lessee acknowledges that rent and past due rent shall be due and payable to State whether or not an actual invoice is sent by State or received by Lessee.

Except as amended herein, all the terms of said lease hereinabove referred to shall remain unchanged and in full force and effect.

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The persons who have executed this Amendment represent and warrant that they are duly authorized to execute it in their individual or representative capacity as indicated. This amendment may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, this amendment has been executed by the Parties below and is effective upon the date identified on page 1.

STATE OF CALIFORNIA

APPROVED:

LESSEE

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
ASSET MANAGEMENT BRANCH

CELLCO PARTNERSHIP, A DELAWARE
GENERAL PARTNERSHIP DBA VERIZON
WIRELESS

By _____
Trevor Johnson, Manager
State Owned Leasing & Development

BY _____
NAME
TITLE

DATE:

APPROVAL RECOMMENDED:

STATE OWNED LEASING AND
DEVELOPMENT

CONSENT:

22nd DISTRICT AGRICULTURAL
ASSOCIATION
DEL MAR FAIRGROUNDS

By _____
Ellia Karres, Real Estate Officer
State Owned Leasing & Development

By _____
Rebecca Bartling, CEO

Exhibit "A-1"
State Form 311
Radio Vault Space Application
Approved April 15, 2025

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M E M O R A N D U M

Date: April 15, 2025

To: Rick Haycock, Associate Real Estate Officer
State Owned Leasing and Development
Real Estate Services Division
707 3rd Street, Fifth Floor
West Sacramento, CA 95605
Z-1

From: Yolanda Villasenor, Telecommunications Systems Manager I (Supervisor)
Public Safety Communications

Subject: Radio Vault Space Application (TD-311) Non-State User - Modification
Verizon Wireless – L-2998
Del Mar Fairgrounds Grandstand, San Diego County
DGS-SLD 002526

A technical analysis of the attached TD-311, Radio Vault Space Application for Verizon Wireless has been completed. The Verizon Wireless is requesting to modify their existing lease to remove an existing cabinet, add a new 600 A power plant, install four (4) new Ericsson AIR64 I 9 antennas, and install four (4) new Ericsson KRE105281 antennas with integrated RRUS-4408 B48 RRUs and new FRP screen walls at the Del Mar Fairgrounds Grandstand in Del Mar, California.

The Office of Emergency Services, Public Safety Communications-Special Projects Unit has reviewed the information provided and finds no technical reason to deny this application. Although this is a state property, it is not a state radio facility; therefore, no interference to existing state equipment is expected.

Note: This technical evaluation addresses co-location and interference issues only and makes no claim as to the structural suitability or MPE (Maximum Permissible Exposure) compliance of the proposed installation.

Transmitter #1

880-894 MHz

Receiver #1

835-849 MHz

Transmitter #2

1965-1975 MHz

Receiver #2

1885-1894 MHz

Transmitter #3

746-757 MHz

Receiver #3

776-787 MHz

Transmitter #4

2140-2160 MHz; 2170-2180 MHz

Receiver #4

1740-1760 MHz; 1770-1780 MHz

Transmitter #5

3700-3980 MHz

Receiver #5

3700-3980 MHz

Transmitter #6

3560-3620 MHz

Receiver #6

3560-3620 MHz

1 Rick Haycock
2 April 15, 2025
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Based on information shown on the application the Office of Emergency Services, Public Safety Communications technically approves this application. If at any time interference becomes a problem, it will be the responsibility of the Verizon Wireless to resolve.

Please contact Keith Estes, Senior Telecommunications Engineer at (916) 894-5137 or by email at keith.estes@caloes.ca.gov if you have any questions.

Attachments



APPLICATION SHEETS

The Application Sheets are used to gather the appropriate administrative information to process the OES-PSC-311. These sheets must be completed, signed, and accompanied with the Technical Data Sheets.

Applicant: Smartlink LLC on behalf of Verizon Wireless
(organization name)
30451 Uniontown Way
(address)
Menifee, CA 92584
(city, state, zip)
(951) 581-6818
(telephone number)
Selena.hoffman@smartlinkgroup.com
(email address)

In accordance with the attached Technical Data Sheet(s), the application is hereby made to:

- ☐ Establish New Lease
- ☒ Modify Lease - describe specific changes below
- ☐ Renew lease - with modification as stated below
- ☐ Renew lease (no changes, technical sheets must be completed)
- ☐ Lease square feet _____

Description of modification: Verizon Wireless is proposing a modification to the existing facility, modification includes remove existing cabinet, install new 600A power cabinet, install (4) new AIR6419 antennas, install (4) new KREs with integrated RRUs, and new FRP screen walls.

For vault space and related antenna space at site: _____

Power requirements for operations of communications equipment are:

- ☐ Commercial and emergency power
- ☐ Commercial power only
- ☐ No power required

NOTE: Some radio vault facilities provide commercial and emergency power to each rack space without exception, and the tenant will be charged accordingly



Person responsible for lease negotiations and submission of this application:

Name Selena Hoffman
Address 30451 Uniontown Way
City, State, and Zip Menifee, CA 92584
Telephone Number 951-581-6818
Email Address Selena.hoffman@smartlinkgroup.com

Billing Information:

Name Selena Hoffman
Address 30451 Uniontown Way
City, State, and Zip Menifee, CA 92584
Telephone Number 951-581-6818
Email Address Selena.hoffman@smartlinkgroup.com

It is understood that if any subsequent on-site testing is required, it will be charged to the lessee at the current rate determined by the State. In addition, any required engineering or technician labor charges or parts procurement expenses, plus a program management fee, will be re-billed to the lessee at the current rates being charged by the State. Prior to these charges being incurred, a written estimate and acceptance document will be forwarded to the applicant for review and signature.

Applicant: _____
By: _____
Title: _____
Date: _____

Receipt of a non-refundable application fee in the amount is hereby acknowledged. _____

STATE OF CALIFORNIA _____
By: _____
Date: _____

NOTE: A fee will be required when this agreement is renewed for a new term or when changes are made to an existing agreement and the preparation of a new lease agreement is required.



TECHNICAL DATA SHEETS

Data submitted on the Technical Data Sheets is used by the PSC engineers to perform a study to determine the impact of the application on the existing users at the site. Please complete these sheets in its entirety and provide required information. Existing tenants must reflect the tenants installed equipment and equipment changes (new installations, removals, etc.).

Site Name: Del Mar Grandstand

County: San Diego

Date: January 21, 2025

The following technical data is submitted in conjunction with a request for vault space.

If this is a land lease application for Cellular, applicant must provide plot plans, construction drawings and a written description of proposed land use.

Person responsible for technical operation of this station (person who can provide technical details):

Name	<u>Qi Zhang</u>
Address	<u>5771 Copley Dr</u>
City, State, and Zip	<u>San Diego, CA 92111</u>
Telephone Number	<u>(858) 602-2182</u>
Email Address	<u>qi.zhang@verizonwireless.com</u>

Date equipment desired to be in operation: _____

(It should be noted that, due to engineering priorities, this application may require up to one (1) full year to process.)

Equipment is to operate in the Radio Service: See attached

FCC call sign of this installation: See attached

(Include a copy of the FCC license)

Type of operation:

☒ Base Station ☐ Mobile Relay ☐ Microwave Station ☐ Other _____

Additional rack space to be leased (in 1/3 rack increments): N/A

(NOTE: Unless otherwise authorized, all electronic equipment is to be mounted in 7'6" aluminum open-frame relay racks and fastened to the site's earthquake bracing and cable ladder system. One rack occupies 2' by 2' of floor space.)

Additional space desired to mount cavities, duplexers, batteries, etc.:

☐ Wall Space ☐ Rack Space ☐ Floor Space (HxWxD, inches) _____

☒ Additional space not required



Space for battery facilities required, if any, including charger:

☐ Wall Space ☐ Radio Rack ☐ Floor Space (HxWxD, inches) _____

☒ Not required

Maximum power consumption: TRANSMIT Watts: 160 RECEIVE Watts: 0.2

Voltage:

☐ 110 Volts AC ☐ 12 Volts DC ☐ 48 Volts DC ☒ Other 120/240 V, Single Phase, 3wire

EQUIPMENT DATA

New Tenant: Provide data for each piece of equipment to be installed in each vault space and identify as **New (N)**.

Existing Tenant: Provide data for each piece of equipment currently installed and identify as **Existing (E)**. If adding or removing equipment; identify the appropriate action **New (N)**, **Removing (R)**.

FREQUENCY INFORMATION: CELLULAR APPLICANTS MUST PROVIDE SPECIFIC CHANNELS TO BE USED (NOT THE BAND). IF SPECIFIC FREQUENCIES HAVE NOT BEEN PROVIDED THE APPLICATION WILL BE RETURNED.

Be sure to include a system block diagram on the page furnished for that purpose. Duplicate this page as required to show all equipment desired to be installed, both existing and proposed:

TRANSMITTER #1 Power Output (W) 160

Frequency(s)

880-894 MHz

☒ Existing

☐ Removing

☐ New

Make and Model

Ericsson RRU (3) 4449 or equivalent (shares with Transmitter #3)

RECEIVER #1 Power Output (W) _____

Frequency(s)

835-849 MHz

☒ Existing

☐ Removing

☐ New

Make and Model

Ericsson RRU (3) 4449 or equivalent (shares with Transmitter #3)

TRANSMITTER #2 Power Output (W) 160

Frequency(s)

1965-1975 Mhz

☒ Existing

☐ Removing

☐ New

Make and Model

Ericsson RRU (3) RRUS32 B2 or equivalent (shares with Transmitter #4)



RECEIVER #2	Power Output (W) _____
Frequency(s) 1885-1895 MHz	
☒ Existing	☐ Removing ☐ New
Make and Model Ericsson RRU (3) RRUS32 B2 or equivalent (shares with Transmitter #4)	
TRANSMITTER #3	Power Output (W) <u>160</u>
Frequency(s) 746-757 MHz	
☒ Existing	☐ Removing ☐ New
Make and Model Ericsson RRU (3) 4449 or equivalent (shares with Transmitter #1)	
RECEIVER #3	Power Output (W) _____
Frequency(s) 776-787 MHz	
☒ Existing	☐ Removing ☐ New
Make and Model Ericsson RRU (3) 4449 or equivalent (shares with Transmitter #1)	
TRANSMITTER #4	Power Output (W) <u>160</u>
Frequency(s) 2140-2160 MHz; 2170-2180 MHz	
☒ Existing	☐ Removing ☐ New
Make and Model Ericsson RRU (3) RRUS32 B66A or equivalent (shares with Transmitter #2)	
RECEIVER #4	Power Output (W) _____
Frequency(s) 1740-1760 MHz; 1770-1780 MHz	
☒ Existing	☐ Removing ☐ New
Make and Model Ericsson RRU (3) RRUS32 B66A or equivalent (shares with Transmitter #2)	



ANTENNA DATA

New Tenant: Provide data for each antenna to be installed at this vault facility and identify as **New (N)**.

Existing Tenant: Provide data for each antenna currently installed and identify as **Existing (E)**. If adding or removing an antenna; identify the appropriate action **New (N)**, **Removing (R)**.

Antenna Number	Make and Model	Length or M/W dish size	Gain (dBd) (dBi for M/W)	Azimuth (relative to true north)	*Height desired (feet)	Existing (E) Removing (R) New (N)
1	Ericsson AIR6419	28"	23.44 dBd	170,230,330	23	N
2	Ericsson KRE105281/1	8"	8.85 dBd	170,230,330	20	N
3	CCI HPA-45R-BUU-H6	72"	15.98 dBd	330,60	21	E
4	ARGUS 5UPX0805F	64"	17.8 dBd	200	21.83	E
5	ARGUS 5NPX1006F	35"	18.5 dBd	210	21	E
6						
7						

* For VHF antennas, show desired height to base of antenna support. For microwave dishes, show desired height to center of radiating element.

AUXILIARY EQUIPMENT DATA

For each transmitter, receiver, or combination, supply the following:

Make and model of cavity(s), filter(s), isolator(s), duplexer(s), etc., desired to be installed at this site. Please indicate the desired location where these items are to be mounted in the vault. Be sure to include these elements on the system block diagram on the page provided for that purpose.

Ericsson RRU Units: Twenty-one (21) (adjacent to antennas).



SYSTEM BLOCK DIAGRAM:

Please provide a block diagram of the proposed installation at this radio vault facility. Be sure to include all elements of the system, including transmitters, receivers, power sources, antennas, protective devices, telephone lines, multiplex circuits, etc. Use additional sheets if necessary. Refer to the attached example if desired. Please be sure to label the operating frequency of each piece of equipment in the system, as appropriate.

Insert block diagram



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GENERAL INFORMATION

The State of California operates telecommunications facilities at numerous mountaintop locations throughout the State. These facilities were developed for use by State agencies requiring radio communications.

Space at these facilities is made available to other than State of California users when it is surplus to the State's requirements. As the space is limited, State of California agencies are always given first priority. Non-state applicants will be considered in the following order:

1. Federal government agencies
2. Local government agencies
3. Public utilities
4. Private sector entities

In making space available, the State of California attempts to recover its operating, maintenance, and management costs. Users are not guaranteed that State facilities will be accessible or operable at all times. Leases are generally issued for five-year periods; in some circumstances, the lease period may vary. Leases will be considered for renewal at the end of their term, subject to the space requirements of the State of California.

When requesting vault, tower, and/or ground space at a State-controlled sitan, an OES-PSC-311, Radio Vault Space Application (Non-State Users) must be completed. All applications submitted must include the non-refundable administrative application fee and technical analysis fee. The non-refundable administrative application fee is \$_____. The non-refundable technical analysis fee is \$_____. Application and fees are to be sent to the State agency controlling the vault.

(i.e. The California Department of Transportation, the California Highway Patrol, or the Cal OES - Governor's Office of Emergency Services (OES).)

Contact the appropriate State agency for specific details regarding their vault rates and leasing process. If it is unknown which State agency controls a specific site, call (916) 657-9237.

NOTE: When applying for the California Department of Forestry and Fire Protection controlled site, use a CDF Radio Vault Space Application, Non-State Users, OES-PSC-312.

The State must review, manage and engineer any proposed installations. Once a new, renewal, or modification OES-PSC-311 application has been received by a State agency and is reviewed administratively, it is forwarded to the Cal OES - Governor's Office of Emergency Services, Public Safety Communications (PSC) for technical analysis. A study will be performed to determine the impact of the application on the existing users at the site. Based on the study, the technical analysis will include specific recommendations to the controlling State agency. If serious technical difficulties are found, OES-PSC will recommend to the State agency to cancel the OES-PSC-311 application. In cooperation with the applicant, the State will attempt to meet all users' operational requirements.

Any subsequent labor time or material costs required for site engineering, antenna or combining system upgrades, or technician labor will be borne by the applicant at the OES-PSC current rates.

Applicants will be notified by the Department of General Services (DGS), Real Estate Service Division (RESA) of the amount due prior to occupancy of the vault. No further processing of the application will take place until written approval of these expenses, as well as a commitment to pay, is received from the applicant by RESA. **NOTE:** Modification of site-master antenna or combining systems may NOT be done by a tenant.



Such modifications must be designed by OES-PSC engineering and installed by OES-PSC-approved technician resources.

NOTE: The addition or deletion of any transmitting or receiving frequencies, antennas, or equipment is considered a modification and requires the submitting of a OES-PSC-311 application, the non-refundable administrative and technical analysis fees to the State agency. (Approval is required by the State agency **prior** to the proposed changes taking place in the facility.)

It shall be understood by all applicants that the State is NOT obligated to upgrade any facility to accommodate any lessee. Any improvement required prior to the entry shall be the sole financial responsibility of the lessee. The lessee shall be notified in writing of the upgrades required to accommodate their installation, and payment for these upgrades must be arranged prior to the installation of any such equipment. Any said improvements, including the installation or modification of site-master antenna, combining, or power systems, shall remain the property of the State agency unless otherwise stipulated in the lease. NOTE: This excludes the actual radio transmitting and receiving equipment, as well as individual antennas installed for the sole use of the lessee and not part of a master-site arrangement.

The OES-PSC-311/312 application consists of "Application" sheets and "Technical Data" sheets. Please complete, sign, and return the Application and Technical Data sheets to make a formal application. Please note for **New Applicants** that the information on the "Technical Data Sheets" shall reflect what the applicant desires to install at the facility. For **Existing Tenants**, that the information on the "Technical Data Sheets" shall reflect the tenants installed equipment and equipment changes (new installations, removals, etc.). Upon completion of the engineering analysis of the application, the tenant's actual installation requirements may require some design changes to ensure the integrity of the State's telecommunications operational requirements. This required design criteria will be outlined in writing and incorporated as a condition of the lease agreement.

All requested information must be supplied to have this application processed. Failure to do so will result in the application being returned for resubmission, complete with an additional non-refundable application fee. Processing time will also be delayed accordingly.

Please attach separate sheets for any remarks or special comments required.



TECHNICAL REQUIREMENTS FOR STATE-CONTROLLED SITES

The following are the maximum radio frequency power outputs for radio equipment in State-controlled facilities:

RADIO SERVICE	FREQUENCY RANGE	MAXIMUM TRANSMITTER POWER OUTPUT TO ANTENNA
FM Broadcast	88-108 MHz	1000 watts
Television Broadcast	54-72 MHz, 76-88 MHz, 174-216 MHz, 470-698 MHz	500 watts
AM Broadcast	535-1705 kHz	10 watts
VHF Low Band	28-54 MHz	120 watts
VHF Mid Band	72-76 MHz	50 watts
VHF High Band and UHF	136-512 MHz	150 watts
700/800/900 Band	698-952 MHz	125 watts
Point to Point Microwave	952-960 MHz	20 watts
Point to Point Microwave	1700-2600 MHz	10 watts
Licensed wireless and mobile telephone	1805-2690 MHz	50 watts
Point to Point Microwave	2.6-40 GHz	3 watts

The following additional standards must be adhered to for any installation at a State-controlled site:

1. A copy of the FCC license or NTIA authorization, or an approved and completed "FCC ID tag", along with the name and phone number of the person responsible must be posted on each transmitter.
2. Control stations and "inverted pairs" on FCC-designated repeater channels will generally not be allowed at a site.
3. Only transmitters authorized by the FCC for that service, designed for use in a high-RF, multi-user environment will be allowed to be installed at a site. All equipment shall be installed and operated in accordance with the site lessor's authorization and approval.
4. Transmitters and receivers will be combined and/or multi-coupled to the maximum extent possible, consistent with the specific system performance requirements of the lessee. A one-time "site assessment" cost may be incurred.
5. All systems NOT connected to the lessor's combining network must be installed to comply with site standards, require lessor's prior engineering approval and meet the following minimum requirements:



- a) Each transmitter shall have a protective isolator, harmonic filter, and band-pass cavity (BPC) which meets the minimum attenuation levels listed in Table I. The isolator and harmonic filter shall precede the BPC in the transmit path;
- b) Pass/Reject or notch-type duplexers must include a BPC meeting the requirements in Table I in the transmit leg prior to the duplexer input port;
- c) Additional filters, BPC's, isolators and other hardware may be required at the lessee's expense to correct site problems as a result of the lessee's installation;
- d) RF cabling between pieces of equipment within a rack shall be of double-shielded or solid outer conductor variety, such as RG-214, RG-142 or RG-400 cables. NOTE: In general, cabling supplied within a manufacturer's piece of equipment is sufficient to meet this requirement. In some circumstances, however, it may become necessary to modify the equipment to meet the special needs of the site;
- e) RF cabling between racks of equipment in a vault, including cables to and from combining equipment and antenna feed-through ports, shall be of the solid outer conductor variety. In general, all receive lines within the vault shall be 1/4" or 1/2" diameter, such as Andrew FSJ1-50B, FSJ4-50B or equivalent; all transmit lines within the vault shall be 1/2" diameter, such as Andrew FSJ4-50B or equivalent. All feedlines outside the vault, such as between the antenna pigtail and the lightning arrestor plate, shall be at least 1/2" diameter solid-shield cable equivalent to Andrews LDF4-50A HELIAX;
- f) RF connectors on transmit cables shall be Type "N" wherever possible unless the particular piece of manufacturer's equipment has another type of connector installed. RF connectors on receive cables MAY be Type "BNC", although Type "N" is highly recommended. Again, if the manufacturer's equipment has another type of connector installed, this type of connector is acceptable for that junction;
- g) Tiewraps designed for external use, such as the Panduit "76" series TEFZEL cable tie, or another insulated clamp or strap shall be used to secure transmission lines to towers and/or cable ladders. Rubber "donut"-type hangers such as those manufactured by Microflect are also acceptable to be used to secure transmission lines. **Metal clamps, "wraplock", "Band-It" ties, or similar metal strapping for attaching feedlines to a mounting structure is prohibited at State facilities.** If the facility has a wood-pole structure for mounting antennas, the use of utility pipe clamps or conduit clamps is permitted for fastening the feedline to the structure;
- h) State telecommunications facilities are generally designed to accommodate equipment housed in 7'6" tall open frame relay racks, such as the Chatsworth model 46050-505 rack. Racks shall be fastened to the floor with an approved anchor, and connected to an overhead cable tray via an approved method, such as via a length of Chatsworth 11450-001 framing channel and using "J-bolt" kits. A rack elevation diagram is attached to illustrate how equipment will be housed in the 7'6" rack. Complete/return this diagram with the application form;
- i) Most State telecommunications sites have extensive lightning and surge protection systems installed, including lightning arrestor mounting panels. All transmission lines must enter and exit the vault via one of these entry panels using the approved method outlined in the technical requirements of the lease document;



- j) All equipment installed in a State telecommunication site must be connected to the site's ground system. Generally, a ground pigtail will be supplied in the cable tray above the equipment rack. All connections to the ground system must be made via compression fittings or bolted joints. "Split-bolt" connectors are unacceptable as junctions;
- k) All antenna mounts shall be hot-dip-galvanized, and all mounting hardware shall be either hot-dip-galvanized or stainless-steel. Electro-galvanized or plated material for mounting of antennas is not permissible. The use of aluminum for mounting cross-arms or cross-over plates is allowed. At sites where wood pole structures are used, it is not permitted to drill holes through the poles to mount antennas or cross-arms. The only acceptable method of mounting an antenna to such a structure is via a "collar" that clamps around the entire circumference of the pole, sandwiching the pole inside. Such a collar must also be hot-dip-galvanized in construction and use galvanized or stainless-steel hardware.

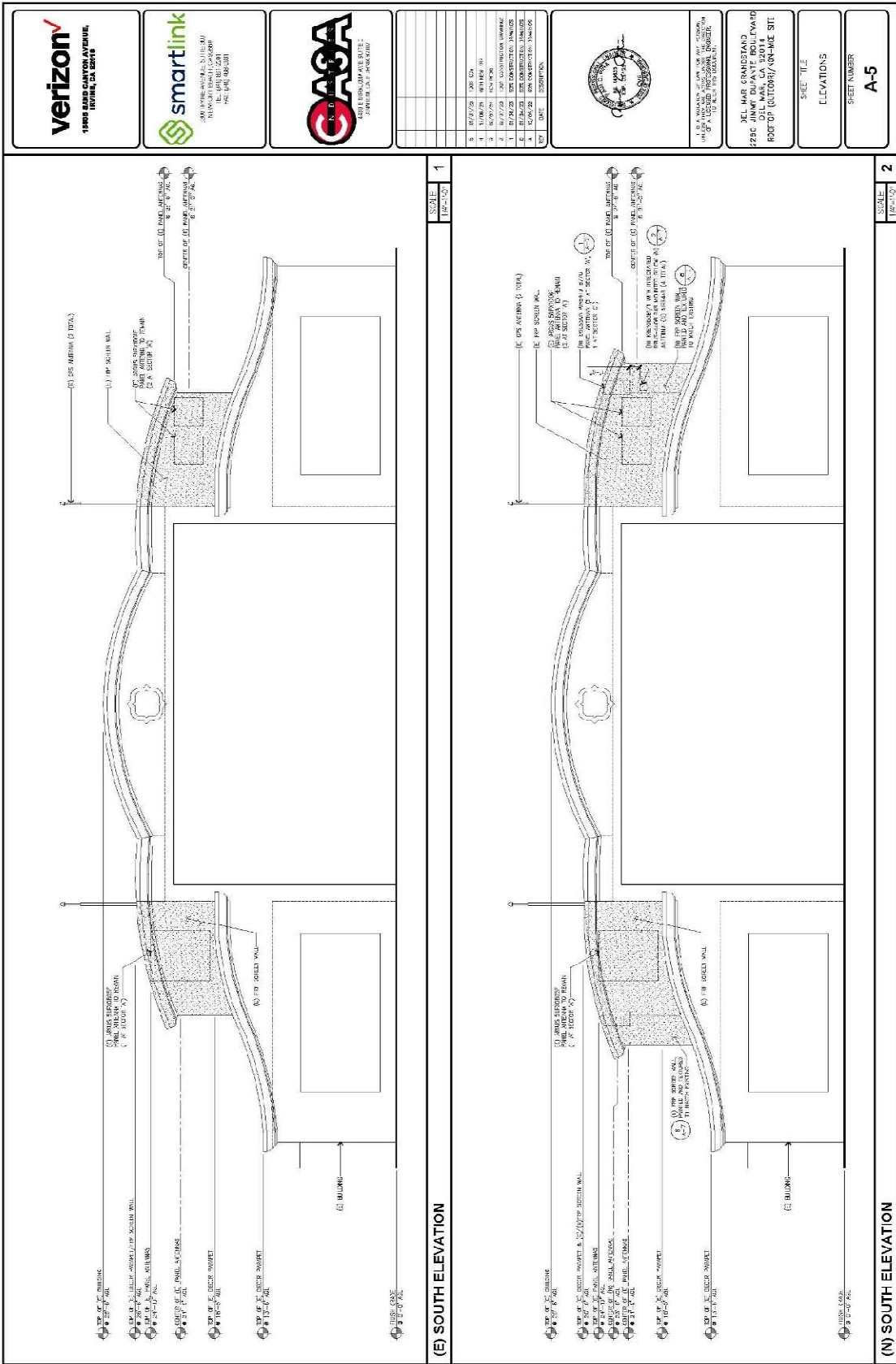
TABLE ONE

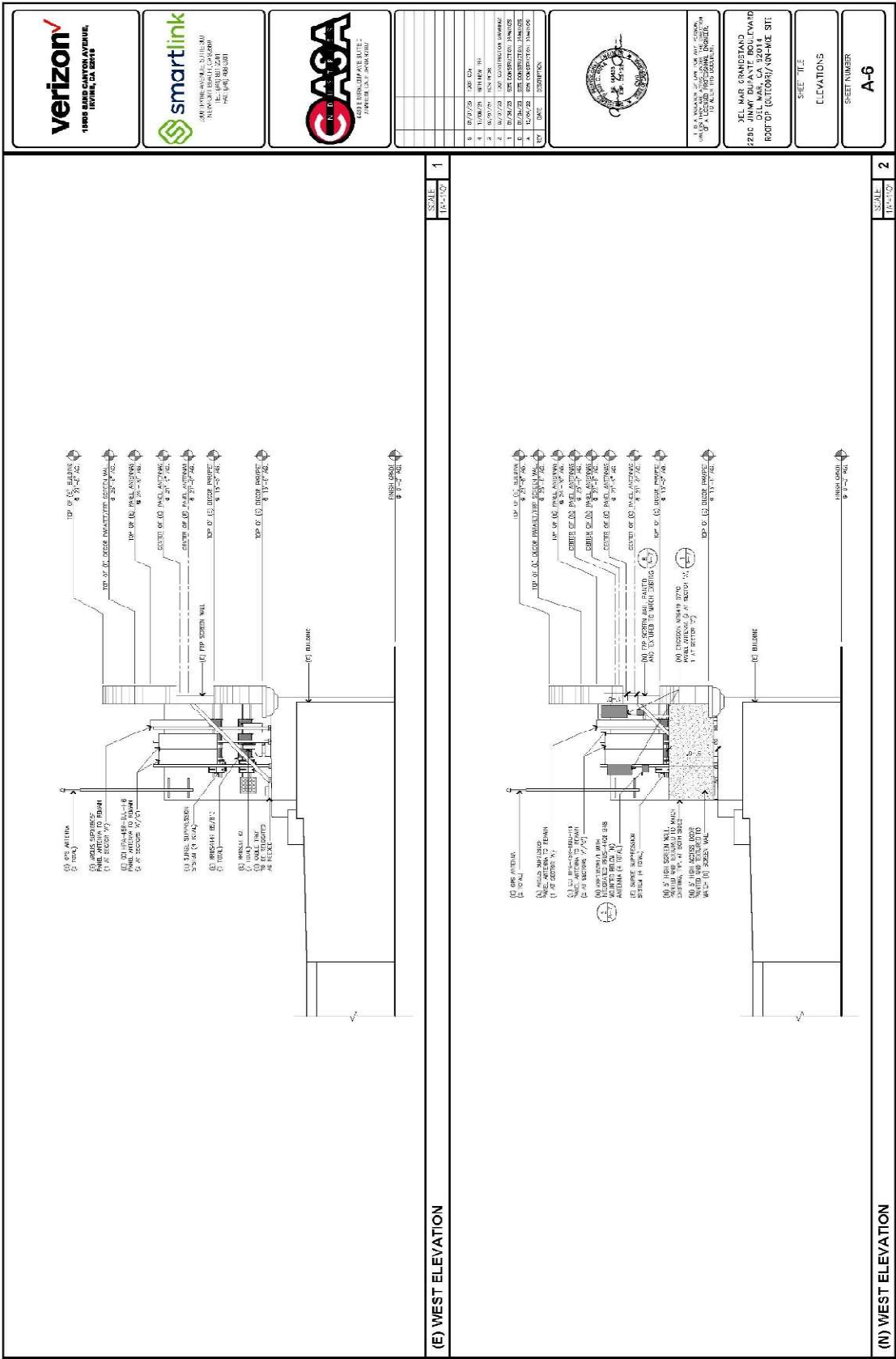
FREQUENCY BAND	ISOLATOR REVERSE ISOLATION	BPC ATTENUATION AT FREQUENCY FROM CARRIER
28-54 MHz	15 dB	20 dB at 600 kHz
72-76 MHz	25 dB	20 dB at 600 kHz
136-174 MHz	25 dB	30 dB at 2 MHz
406-512 MHz	25 dB	15 dB at 2 MHz
698-960 MHz	25 dB	20 dB at 10 MHz

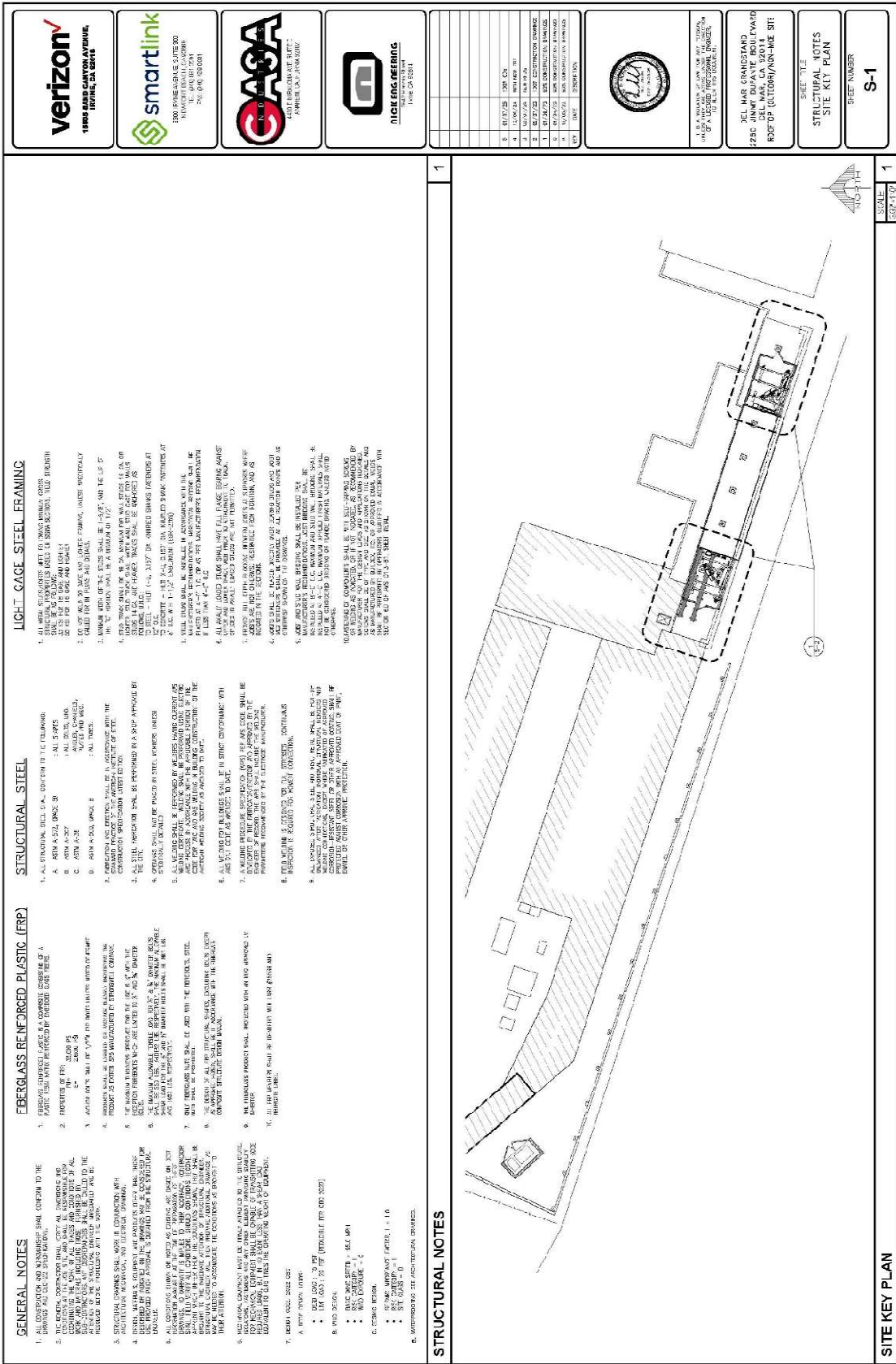
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NICE ENGINEERING
TEL: 312.221.1001

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Saturday, September 12, 2026

Contact the Board of Directors

22nd District Agricultural Association

Your Name

PATRICIA BRESSER

Your Email Address



Message:

Hello board,

I would like to address the issue of recycling during fair time. The on-site recycling facility is available and not being used for the recycling of 100s of thousands aluminum and plastic bottles used during the fair. Some have a return value of 5-10 cents each. Let's say every person who goes through the gate, all 874,000, has 1 can of water at a return value of 5 cents. That is \$47,300. (cans over 24 oz return 10 cents each).

What could be done with all that money? Would it be in the best interest of the fair to utilize the in-place recycling as an investment or grant some organization the opportunity to make some money. The Boy Scouts or Father Joe could use the money, or a Veteran's program maybe.

We are stewards of this planet and you are stewards of the most beautiful fair grounds on this planet. Those cans and bottles are going into a Landfill and that is a travesty. Now is the time to set in motion a recycling program for the 2027 season. Please consider this small step to help our planet. We have to teach recycling and we have to lead by example. i love a clean San Diego or the trash hauler could also implement a positive plan for the recyclables, office paper, food waste, the whole 9 yards. You know it is the right thing to do and it won't recycle itself.

The first year might use the revenue to get the sorting in order, but the next year could produce usable funds. There is a cadre of tree huggers willing to step up and help, it is a matter of letting them know that help is needed.

please consider this.

thank you!

Reptile trade info from journal Nature

From Jane Cartmill <[REDACTED]>

Date Thu 9/17/2026 6:20 PM

To Molly Arnold <marnold@sdfair.com>; Sierra Ceballos <sceballos@sdfair.com>

Please forward this information to the Board members and Senior Management of the 22nd DAA. It is very pertinent to the Reptile Expos which are hosted regularly at the fairgrounds and about which I have commented often in meetings. Please also include in the next Board packet.

Thank you.

Jane Cartmill
Encinitas, CA

<https://newsroom.wcs.org/News-Releases/articleType/ArticleView/articleId/26629/NatureComment-Calls-for-Closing-Legal-Loopholes-in-25-Billion-Global-Reptile-and-Amphibian-Pet-Trade.aspx>

Nature Comment Calls for Closing Legal Loopholes in \$2.5 Billion Global Reptile and Amphibian Pet Trade

 newsroom.wcs.org/News-Releases/articleType/ArticleView/articleId/26629/NatureComment-Calls-for-Closing-Legal-Loopholes-in-25-Billion-Global-Reptile-and-Amphibian-Pet-Trade.aspx



[WCS NEWS RELEASE](#)

Global pet trade threatens wildlife in source countries and can spread pathogens and invasive species around the world

[Read the Comment in Nature](#)

[Download Photo](#)

Bronx , NY | September 14, 2026

[Above photo: Endemic to Colombia, Lehmann's poison frog (*Oophaga lehmanni*) is rated as Critically Endangered on the Red List of threatened species maintained by the International Union for Conservation of Nature (IUCN). The frog is included on the CITES Appendix II list due to the unsustainable trade of this species. Photo credit:  Jonathan Vanegas/WCS.]

BRONX, NY, September 14, 2026—A group of eight international experts writing in the journal *Nature* call on governments to close legal loopholes that allow an expanding global pet trade in reptiles and amphibians to threaten wild populations, facilitate wildlife trafficking, and increase the risks posed by pathogens and invasive species.

The authors of the Comment, “[Close legal gaps in the global pet trade](#),” argue that current national and international regulations are largely reactive: species can often be traded freely until evidence of harm accumulates. Gaps between national laws can also allow wildlife taken illegally or unsustainably in one country to enter legal markets elsewhere.

Scope of the Threat to Reptiles and Amphibians

The scale and consequences of the trade are substantial. The reptile trade alone is now worth an estimated \$2.5 billion, with millions of reptiles and amphibians imported into North America and Europe each year. More than half of reptiles and 40 percent of amphibians traded as pets and for other purposes are taken directly from the wild. In Madagascar, the ploughshare tortoise (*Astrochelys yniphora*), one of the world’s most endangered tortoises, is threatened largely by poaching for the pet trade.

Legal Gaps Encourage Unsustainable Trade

“For decades, the growing unsustainable legal and illegal trade of reptiles and amphibians has shown that a gap for these animals in legislation anywhere is a gap in legislation everywhere,” said Susan Lieberman, Vice President for International Policy at the Wildlife Conservation Society and a co-author of the comment. “A species protected in its country of origin should not become legal merchandise simply because it crosses a border. Global decision-makers must take this opportunity to close these loopholes, create a future that combats crime and over-exploitation, and ensure that this destructive trade does not cause immeasurable harm to wildlife and ecosystems.”

Reptiles and amphibians receive less conservation attention and funding than birds and mammals and can be especially vulnerable to the pet trade: animals can be concealed in parcels, rare species can command thousands of dollars, and illegally sourced animals can be difficult to distinguish from those traded legally. CITES — the Convention on International Trade in Endangered Species of Wild Fauna and Flora — covers only 9.5 percent of reptile species and 4.2 percent of amphibian species, and adding species can be a slow process.

“Astonishing numbers of reptiles and amphibians are threatened with extinction around the world today—in large part because of the pet trade,” said Neil M. Vora, Executive Director of Preventing Pandemics at the Source and lead author of the comment. “Legal gaps at national and international levels mean that reptiles and amphibians are routinely taken from natural habitats and sold abroad. This causes problems in countries from which they come, but also in the countries where they go, as these animals can

become invasive and carry germs. The animals also often experience horrific conditions that defy common-sense welfare standards. But we have policy solutions to address this gap, and they must be urgently implemented.”

Disease Threat in Countries Targeted for Trade

The damage can also reach importing countries. The salamander chytrid fungus (*Batrachochytrium salamandrivorans*) caused mass die-offs of native fire salamanders (*Salamandra salamandra*) in western Europe after being introduced through the pet trade. In the United States, invasive Burmese pythons (*Python bivittatus*) have been associated with declines in bobcats, raccoons, and opossums.

“The global pet trade creates pathways for pathogens to move across species, ecosystems, and continents,” adds Chris Walzer, Executive Director of Health at WCS and a co-author of the comment. “Global health security means preventing those risks at their source, not waiting until a pathogen has spilled over or become established somewhere new. Stronger rules that ensure wildlife trade is legal, sustainable, and safe are not only good conservation policy; they are an essential investment in prevention.”

Closing the Spigot on Flow of Trade via Science, Policy and Enforcement

The authors call on source countries to enforce science-based protections for native wildlife and on destination countries to prohibit the import, sale, ownership, and re-export of animals obtained in violation of source-country laws, even when species are not covered by CITES. The [U.S. Lacey Act](#) provides one model. They also urge importing countries to consider “positive lists” limiting imports to only species that are demonstrably legally and sustainably sourced, pose minimal invasive-species or pathogen risks, and can be kept under appropriate welfare conditions.

The Comment highlights an immediate opportunity for international action. In October, the 194 Parties to the [United Nations Convention against Transnational Organized Crime \(UNTOC\)](#) will consider strengthening the response to wildlife trafficking, including through a potential dedicated protocol on crimes that affect the environment. The authors support such a protocol to help harmonize wildlife-trafficking laws and strengthen international cooperation.

###

Wildlife Conservation Society (WCS)

WCS saves wildlife and wild places worldwide through science, conservation action, education, and inspiring people to value nature. To achieve our mission, WCS, based at the Bronx Zoo, harnesses the power of its Global Conservation Program in more than 55 countries and in all the world’s oceans, and its five wildlife parks in New York City, visited by more than 3.5 million people annually. WCS combines

its expertise in the field, zoos, and aquarium, to achieve its conservation mission. Visit: [WCS Newsroom](#). Follow: [@TheWCS](#) and [@WCSNewsroom](#). Listen: [WCS Wild Audio](#) podcast. For more information: [+1 \(347\) 840-1242](#).

- Media Contacts

Mary Dixon

+1 (347) 840-1242

mdixon@wcs.org



Thursday, September 24, 2026

Contact the Board of Directors

22nd District Agricultural Association

Your Name

Angelo DiMeo

Your Email Address



Message:

Hello:Hello,

I have been a vendor at the San Diego County Fair for over 10 years, selling toys, comic books, and Pokémon cards in the exhibition hall. Two years ago, I was informed that my contract would not be renewed and that no alternative indoor location was available.

I would like to understand more about this decision, particularly given that I had a disagreement with the new manager during my last year. I am concerned that this may have affected the outcome.

My business focuses on family-oriented products for children, yet I have noticed items for sale that are not kid-friendly. I want to ensure that the vendor selection process remains fair and impartial.

Thank you for your time and consideration.

Sincerely,
Angelo DiMeo
Angelo's Comics
President



September 28, 2026

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

Re: Request for Board Consideration of New Proposal - Site 4 (Surf/Turf Lot) Affordable Housing

Dear Honorable Chair and Members of the 22nd DAA Board,

At the request of Board Chair Nejabat, the City of Del Mar respectfully submits to the 22nd District Agricultural Association Board of Directors (DAA Board) a new proposal, as outlined below, to site affordable housing on Site 4 (Surf/Turf lot) for consideration at an upcoming Board meeting, preferably October 2026.

This proposal is different from the prior Exclusive Negotiating Rights Agreement (ENRA) and related amendments in that it creates a streamlined approach; focuses on one site within District property; specifies that all costs be paid for by the City; specifically takes into consideration the District's Master Site Planning; creates certainty as to what is being considered; preserves the DAA Board's control over District property; and specifically ensures no conflict with State housing laws or Governor's vision for affordable housing.

We respectfully ask the Board to take action at a near term Board meeting, preferably October, to direct District staff and the Board Legal/Legislative Subcommittee to work with representatives of the City and each agency's respective legal counsel, to draft a new agreement, such as a Memorandum of Understanding (MOU), for future Board consideration that would:

- 1) Limit consideration of affordable housing to Site 4 (Surf & Turf Lot) as identified in the previously completed Sites Analysis;
- 2) Take into consideration the District's Master Planning efforts;
- 3) Condition that any future development of Site 4 be contingent upon the City being able to successfully annex Site 4 into its jurisdictional area from the City of San Diego no later than twenty-four months from the start of the agreement. (Note: LAFCO has indicated it will take 6-8 months to complete the process following submittal of an application);
- 4) Identify the additional work/information needed by the District to determine whether affordable housing is suitable for Site 4.
- 5) Require all costs for work to be completed be paid for by the City of Del Mar.
- 6) Require that all actions go to the DAA Board for approval, no staff level authority.

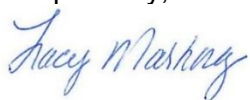
- 7) Ensure any decisions to be made regarding development of District property remains at the complete and sole discretion of the District Board.
- 8) Not conflict with State housing laws or the current/future Governor's housing vision for the State.

Keys Points for Consideration

- This proposal would allow the City and District to demonstrate leadership by working collaboratively toward the development of desperately needed affordable housing west of the I-5, which supports the Governor's declared Housing Emergency in the State.
- Cities only receive RNHA credit for units developed within their jurisdiction, and the City of San Diego has not identified parcels east of Jimmy Durante Boulevard for potential housing development in their Housing Element. The City of Del Mar stands ready to produce at least 61 critically needed affordable units in this area.
- San Diego Council President Joe LaCava has expressed interest in working with the City of Del Mar on potential annexation of the Site 4. Neither City can move forward with the process without expressed support from the District as the property owner.
- To date, the State has spent \$1.7M on exploring affordable housing opportunities on District Property. Authorizing continued evaluation of Site 4 ensures that the work completed using these critical State funds can be used to further the Governor's goals toward development of affordable housing.

We ask that you please place this item on your October Board agenda, or as soon as possible thereafter, for consideration and work together to fulfill the goals set by California's Governor and be model for State and local partnership that prioritizes all Californians.

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

Request for Review of Surf & Turf Grandfathered Status

From Nicole Focone [REDACTED]
Date Thu 10/1/2026 2:08 PM
To Molly Arnold <marnold@sdfair.com>
Cc Becky Bartling <bbartling@sdfair.com>

Dear Molly,

I am writing to respectfully request review of a recent decision regarding my longstanding grandfathered seasonal status at the Surf & Turf RV Park at the Del Mar Fairgrounds. I have copied Ms. Bartling on this correspondence.

I also plan to attend the upcoming 22nd DAA Board meeting and would like to speak during public comment regarding this matter. Please add me as a speaker, if advance registration is available or required, and kindly provide me with any instructions I should follow for public comment.

I had been a grandfathered seasonal guest at Surf & Turf for many years. I did not stay during the previous season, but when I contacted the park earlier this year regarding my return, I was told that I could return in September.

I was subsequently informed by Paul Blaney that because I had not stayed at Surf & Turf for more than a year, my grandfathered status was no longer valid and that I could only return under the standard 21-day guest policy.

I asked for the written policy, rule, agreement, or prior notice establishing that a grandfathered guest automatically loses that status by sitting out a season. I was not provided with such documentation by Mr. Blaney. I have therefore submitted a formal Public Records Act request seeking any records establishing this requirement.

My concern is straightforward: if this was an established condition for maintaining grandfathered status, I would like to know where that condition was documented and when and how it was communicated to me. Had I been informed that sitting out a season would permanently terminate my grandfathered status, that information would have been material to my decision not to stay that season.

The remedy I am respectfully requesting is restoration of my grandfathered seasonal status at Surf & Turf and permission to return under the same grandfathered terms that applied to me before I sat out the prior season. If the District maintains that my status was forfeited, I respectfully request that it identify the written policy or rule that was in effect at the time and demonstrate when and how that condition was communicated to me before my grandfathered status was terminated.

I respectfully ask that this matter and my requested remedy be reviewed by Ms. Bartling and the Board. I would also appreciate it if this correspondence could be provided to the members of the Board in advance of the meeting.

Please confirm receipt and let me know that my request to speak at the Board meeting has been received.

Thank you for your assistance and consideration.

Sincerely,

Kind regards,

Nicole Focone

Email: [REDACTED]

Phone: [REDACTED]

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2026 Board Committees

AS OF SEPTEMBER 16, 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: Donna DeBerry (Chair) and Elsa Morales-Roth

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.

Item 7: Matters of Information
Review of Contracts Executed per CEO / CCO Delegation of Authority
October 13, 2026

Standard Agreements up to \$50,000				
Contract: 26-049	Contractor: fsSTRATEGY Inc.	Acquisition Method: RFP Secondary	Term: 10/15/2026 - 5/31/2026	Not to Exceed: \$28,900.00
	Purpose: Food and beverage consulting services			
Contract: 26-053	Contractor: Duthie Power Services	Acquisition Method: Sole Source - Exigency	Term: 10/5/2026 - 12/5/2026	Not to Exceed: \$29,300.18
	Purpose: Generator fuel injectors removal and replacement at The Sound			