



Redwood Acres
 Ninth District Agricultural Association
 3750 Harris Street
 Eureka, CA 95503
 Redwoodacres1@gmail.com

**NINTH DISTRICT AGRICULTURAL ASSOCIATION REDWOOD ACRES
 BOARD MEETING MINUTES JUNE 24, 2021
 VIDEO-CONFERENCE**

1. Call to Order:

The video-conference meeting was called to order by President Borck on Thursday, June 24, 2021 @ 6:08 p.m.

2. Attendance:

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

Absent: Director Kindred

Public in Attendance:

3. Public Comment on Items Not on the Agenda

- a. None

4. CONSENT AGENDA

- a. Review and approve February Minutes and April Financials:

Motion made to approve:

	Director Downey (Second)	Director Hamm	Director Biasca	Director Borck	Director Stewart (Motion)
Aye	x	x	x	x	x
Nay					

Motion passes

5. COMMITTEE REPORTS

a. Finance:

- i. Field hospital and testing center leaving on 6/30.
- ii. While some events are booking, there may be a significant gap before facility utilized at pre-pandemic levels and will pose a serious financial situation.
- iii. The annual state allocation is held up by board trainings not being fulfilled.
- iv. Besides one office space, all kitchens and available spaces are rented. RV park, despite 4 evictions moving forward, is doing very well, barns are about 50% capacity, hoping once McKay Tract opens, demand will pick up.



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- v. Received \$1k sponsorship from Tobacco-Free North Coast

b. Grants

- i. Awarded \$149k in targeted support grant from CDFA in June.
- ii. California Construction Authority and Humboldt Area Foundation are considering hiring a community grant writer, a much needed position for organizations like us.
- iii. USDA facility grant available and might help with Turf Club roof and other infrastructure projects.

c. Facility:

- i. Earlier this month, vandalism at Cider Co., race office, and an attempt on concession booth.
- ii. Marquee continues to have issues and is currently turned off.
- iii. Barn where Succulent Bliss once located is in serious disrepair, roof cannot be patched or replaced without structure being rebuilt. Tenants are moving out this summer, considering expanding the Rose Garden to accommodate larger parties.
- iv. Another leak in the Natural Decadence roof to go along with issues with Turf Club roof. CCA provided a rough estimate for a new roof of \$150k.
- v. Going through lien process for abandoned vehicles on hilltop
- vi. Scrapyard notified that they need to be out by 2/1/22 so that the corporate yard can relocate there.

6. NEW BUSINESS

- a. Opening Redwood Capital Bank Savings Account Connected to Operations:

Motion made to approve opening new savings account.

	Director Downey	Director Hamm	Director Biasca (Motion)	Director Borck	Director Stewart (Second)
Aye	x	x	x	x	x
Nay					

Motion Passes

- b. Updating signers on all RCB accounts with President Borck and VP Hamm, replacing Director Kindred and Director Downey.

Motion made to update signers on all accounts:



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	Director Downey (Motion)	Director Hamm	Director Biasca (Second)	Director Borck	Director Stewart
Aye	x	x	x	x	x
Nay					

Motion Passes

c. Golf Cart Policy.

Motion made to accept golf cart policy:

	Director Downey (Second)	Director Hamm	Director Biasca (Motion)	Director Borck	Director Stewart
Aye	x	x	x	x	x
Nay					

Discussion: Add a date onto policy so that we know it was adopted.

Motion passes

d. Modification of Sound Policy.

Motion made to remove that noise levels will be available online in real time on RAR website and request the RAR post the previous race's sound levels on website:

	Director Downey	Director Hamm	Director Biasca (Motion)	Director Borck	Director Stewart (Second)
Aye	x	x	x	x	x
Nay					

Motion passes

e. Request Loan Forgiveness from County of Humboldt.

Motion made to request loan forgiveness from the County of Humboldt

	Director Downey	Director Hamm	Director Biasca (Second)	Director Borck	Director Stewart (Motion)
Aye	x	x	x	x	x
Nay					

RHB



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Motion passes

7. OLD BUSINESS

- a. Smoking Policy: adding vaping, chew, and other nicotine products to current policy of only allowed in designated areas.

Motion made to add vaping, chewing tobacco, and other nicotine products to current policy

	Director Downey (second)	Director Hamm	Director Biasca (Motion)	Director Borck	Director Stewart
Aye	x	x	x	x	x
Nay					

Discussion: all events will be notified that their security needs to enforce policy.

Motion Passes

***President Borck left the meeting at this point; Vice President Hamm presided over the remainder of the meeting.**

8. MANAGER'S REPORT

- a. The Junior Livestock show and auction went well, though the auction brought in low amounts.

9. MATTERS OF INFORMATION

- a. Board trainings will be prioritized to get in compliance and receive state funding allocation.
- b. None
- c. None
- d. 7/15 date of next meeting, 6pm, Zoom

10. ADJOURNMENT at 6:52

*Robert H Borck
 Board President*

AP Payments Check Register

Current

Redwood Acres Fair
May

Tuesday, August 3, 2021 10:25:51AM
Page 1

Reference	Date	Vendor	Vendor Description	Net Pay	Merge #
14580	9/23/2015	CouHum	County of Humboldt	500.00	12,825
14606	10/1/2015	CouHum	County of Humboldt	500.00	12,835
14671	11/5/2015	CouHum	County of Humboldt	500.00	12,834
14693	11/23/2015	CouHum	County of Humboldt	500.00	12,833
14764	1/7/2016	CouHum	County of Humboldt	500.00	12,832
14820	2/10/2016	CouHum	County of Humboldt	500.00	12,831
14841	2/23/2016	CouHum	County of Humboldt	500.00	12,830
14888	3/29/2016	CouHum	County of Humboldt	500.00	12,829
14907	4/8/2016	CouHum	County of Humboldt	500.00	12,828
15002	5/11/2016	CouHum	County of Humboldt	500.00	12,827
15211	7/14/2016	CouHum	County of Humboldt	1,500.00	13,042
15260	8/1/2016	CouHum	County of Humboldt	500.00	13,284
15314	9/1/2016	CouHum	County of Humboldt	500.00	13,347
15360	9/13/2016	CouHum	County of Humboldt	500.00	13,399
15399	10/3/2016	CouHum	County of Humboldt	500.00	13,454
15463	11/14/2016	CouHum	County of Humboldt	500.00	13,540
15573	1/20/2017	CouHum	County of Humboldt	500.00	13,716
15645	2/28/2017	CouHum	County of Humboldt	500.00	13,812
15701	3/29/2017	CouHum	County of Humboldt	500.00	13,885
15821	5/31/2017	CouHum	County of Humboldt	500.00	14,020
15854	6/9/2017	CouHum	County of Humboldt	500.00	14,054
16015	7/27/2017	CouHum	County of Humboldt	1,500.00	14,328
16030	8/14/2017	CouHum	County of Humboldt	500.00	14,346
16073	8/29/2017	CouHum	County of Humboldt	500.00	14,397
16127	10/6/2017	CouHum	County of Humboldt	500.00	14,478
16163	11/2/2017	CouHum	County of Humboldt	500.00	14,532
16226	12/13/2017	CouHum	County of Humboldt	500.00	14,611
16253	12/28/2017	CouHum	County of Humboldt	500.00	14,647
16340	1/30/2018	CouHum	County of Humboldt	500.00	14,764
16414	3/13/2018	CouHum	County of Humboldt	500.00	14,875
16502	5/1/2018	CouHum	County of Humboldt	500.00	14,995
16587	6/8/2018	CouHum	County of Humboldt	500.00	15,096
16802	8/8/2018	CouHum	County of Humboldt	500.00	15,549
16888	9/27/2018	CouHum	County of Humboldt	500.00	15,669
17042	12/28/2018	CouHum	County of Humboldt	500.00	15,915
17125	2/27/2019	CouHum	County of Humboldt	1,000.00	16,086
17294	4/29/2019	CouHum	County of Humboldt	500.00	16,282
50223	6/1/2016	CouHum	County of Humboldt	500.00	12,826

Total Payments: 38

Total Amount: 21,500.00

PROMISSORY NOTE

\$24,325

Eureka, California
August 25, 2015

FOR VALUE RECEIVED, the Ninth District Agricultural Association, commonly referred to as Redwood Acres Fairgrounds (hereinafter "Redwood Acres") hereby promises to pay to County of Humboldt (the "County"), in lawful money of the United States of America, the principal sum of Twenty-Four Thousand Three Hundred Twenty-Five Dollars (\$24,325) pursuant to the terms and conditions set forth herein.

1. PAYMENTS

1.1 INSTALLMENT PAYMENT DATES. The principal amount of this Note is Twenty-Four Thousand Three Hundred Twenty-Five Dollars (\$24,325).

Within five (5) business days of executing this Agreement, Redwood Acres shall make a principal payment of Five Hundred Dollars (\$500) to County. On October 1, 2015 and on the first of every month thereafter, Redwood Acres shall make a principal payment of Five Hundred Dollars (\$500) to County through June 1, 2019, or until the principal and accrued interest, if any, is fully paid. In addition, on July 1 of each year, Redwood Acres shall make an additional principal payment of One Thousand Five Hundred Dollars (\$1,500) for a total payment of Two Thousand Dollars (\$2,000). The Payment Schedule sets forth the date of payment, amount due, and balance, which is incorporated herein full by reference.

1.2 PREPAYMENT. Redwood Acres shall have the right to repay the Loan in whole or in part at any time without penalty or premium. Prepayments shall be applied first to any unpaid late charges and other costs and fees then due, then to accrued but unpaid interest (if applicable), and then to principal. In no event shall any amount due under this Note become subject to any rights of offset, deduction or counterclaim on the part of Redwood Acres. Any partial prepayment will not excuse any later scheduled payments.

1.3 MANNER OF PAYMENT. All payments on this Note shall be made to the County of Humboldt and received within seven (7) calendar days from the date said payment is due. Payments may be mailed or personally delivered to the address set forth below, or at such other address as County may direct from time-to-time in writing:

Economic Development Coordinator
County of Humboldt
520 E Street
Eureka, CA 95501

1.4 PUNCTUAL PAYMENT. Redwood Acres shall punctually pay the principal balance of the Note and interest accrued thereon at the times and place and in the manner specified in the Payment Schedule and in the Note.

1.5 INTEREST CHARGES. If a payment is made or received more than seven (7) calendar days after it is due, the payment will be considered delinquent and shall be subject to a monthly compounded interest rate of 1% until paid in full. In no event shall County's failure to demand payment of interest constitute a waiver of any future demand for payment of interest.

2. EVENTS OF DEFAULT AND ACCELERATION.

The occurrence of any one or more of the following events shall constitute an event of default ("Event of Default") hereunder:

A. If Redwood Acres fails to pay when due the principal payable under the Note and such failure continues for ten (10) calendar days after County notifies Redwood Acres thereof in writing.

B. If, pursuant to or within the meaning of the United States Bankruptcy Code or any other federal or state law relating to insolvency or relief of debtors ("Bankruptcy Law"), Redwood Acres thereof (i) commences a voluntary case or proceeding; (ii) consents to the entry of an order for relief against Redwood Acres in an involuntary case; (iii) consents to the appointment of a trustee, receiver, assignee, liquidator or similar official for Redwood Acres; (iv) makes an assignment for the benefit of its creditors; or (v) admits in writing its inability to pay its debts as they become due.

C. If a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that (i) is for relief against Redwood Acres in an involuntary case, (ii) appoints a trustee, receiver, assignee, liquidator or similar official for Redwood Acres or substantially all of such entity's assets, or (iii) orders the liquidation of Redwood Acres.

Upon the occurrence of an Event of Default, County shall have the right, at its sole and exclusive option, to declare this Note immediately due and payable, in addition to any other rights and remedies that County may have under applicable law.

3. WAIVERS. Redwood Acres and any sureties, endorsers, and guarantors hereby waive protest, presentment for payment, demand, and notices of acceleration, intent to accelerate, and dishonor.

4. EXPENSES. In the event any payment under this Note is not paid when due, Redwood Acres agrees to pay, in addition to the principal and interest rate hereunder, reasonable attorneys' fees plus all other reasonable expenses incurred by County in exercising any of its rights and remedies upon default.

5. SEVERABILITY. If any provision in this Note is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Note will remain in full force and effect. Any provision of this Note held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

6. GOVERNING LAW; VENUE. This Note shall be governed by, and construed in accordance with, the laws of the State of California and venue shall lie in the County of


Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure §§ 394 or 395.

7. PARTIES IN INTEREST. This Note shall bind Redwood Acres and its successors and assigns and shall accrue to the benefit of County and its successors and assigns, however, Redwood Acres may not assign any of its rights or delegate any of its obligations hereunder without the prior written consent of County.

8. TIME IS OF THE ESSENCE. Time is of the essence with respect to every provision of this Note.

IN WITNESS WHEREOF, Redwood Acres has executed and delivered this Note as of the date first written above.

**NINTH DISTRICT AGRICULTURAL ASSOCIATION
REDWOOD ACRES**

BY: 
Terry Coltra
President, Board of Directors

BY: 
Cindy Bedingfield
Chief Executive Officer

COUNTY OF HUMBOLDT

By: 
Estelle Fennell
Chair Board of Supervisors

Attachment 2:
Payment Schedule

Redwood Acres

Loan Data	
Loan amount	\$ 24,325.00
Start date of loan	10/1/2015
Optional extra payments	\$ -
Loan summary	
Scheduled payment	\$ 500.00

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Ending Balance
1	10/1/2015	\$ 24,325.00	\$ 500.00		\$ 500.00	\$ 23,825.00
2	11/1/2015	\$ 23,825.00	\$ 500.00		\$ 500.00	\$ 23,325.00
3	12/1/2015	\$ 23,325.00	\$ 500.00		\$ 500.00	\$ 22,825.00
4	1/1/2016	\$ 22,825.00	\$ 500.00		\$ 500.00	\$ 22,325.00
5	2/1/2016	\$ 22,325.00	\$ 500.00		\$ 500.00	\$ 21,825.00
6	3/1/2016	\$ 21,825.00	\$ 500.00		\$ 500.00	\$ 21,325.00
7	4/1/2016	\$ 21,325.00	\$ 500.00		\$ 500.00	\$ 20,825.00
8	5/1/2016	\$ 20,825.00	\$ 500.00		\$ 500.00	\$ 20,325.00
9	6/1/2016	\$ 20,325.00	\$ 500.00		\$ 500.00	\$ 19,825.00
10	7/1/2016	\$ 19,825.00	\$ 500.00	\$ 1,500.00	\$ 2,000.00	\$ 19,325.00
11	8/1/2016	\$ 19,325.00	\$ 500.00		\$ 500.00	\$ 18,825.00
12	9/1/2016	\$ 18,825.00	\$ 500.00		\$ 500.00	\$ 18,325.00
13	10/1/2016	\$ 18,325.00	\$ 500.00		\$ 500.00	\$ 17,825.00
14	11/1/2016	\$ 17,825.00	\$ 500.00		\$ 500.00	\$ 17,325.00
15	12/1/2016	\$ 17,325.00	\$ 500.00		\$ 500.00	\$ 16,825.00
16	1/1/2017	\$ 16,825.00	\$ 500.00		\$ 500.00	\$ 16,325.00
17	2/1/2017	\$ 16,325.00	\$ 500.00		\$ 500.00	\$ 15,825.00
18	3/1/2017	\$ 15,825.00	\$ 500.00		\$ 500.00	\$ 15,325.00
19	4/1/2017	\$ 15,325.00	\$ 500.00		\$ 500.00	\$ 14,825.00
20	5/1/2017	\$ 14,825.00	\$ 500.00		\$ 500.00	\$ 14,325.00
21	6/1/2017	\$ 14,325.00	\$ 500.00		\$ 500.00	\$ 13,825.00
22	7/1/2017	\$ 13,825.00	\$ 500.00	\$ 1,500.00	\$ 2,000.00	\$ 11,825.00
23	8/1/2017	\$ 11,825.00	\$ 500.00		\$ 500.00	\$ 11,325.00
24	9/1/2017	\$ 11,325.00	\$ 500.00		\$ 500.00	\$ 10,825.00
25	10/1/2017	\$ 10,825.00	\$ 500.00		\$ 500.00	\$ 10,325.00
26	11/1/2017	\$ 10,325.00	\$ 500.00		\$ 500.00	\$ 9,825.00
27	12/1/2017	\$ 9,825.00	\$ 500.00		\$ 500.00	\$ 9,325.00
28	1/1/2018	\$ 9,325.00	\$ 500.00		\$ 500.00	\$ 8,825.00
29	2/1/2018	\$ 8,825.00	\$ 500.00		\$ 500.00	\$ 8,325.00
30	3/1/2018	\$ 8,325.00	\$ 500.00		\$ 500.00	\$ 7,825.00
31	10/1/2015	\$ 7,825.00	\$ 500.00		\$ 500.00	\$ 7,325.00
32	6/1/2018	\$ 7,325.00	\$ 500.00		\$ 500.00	\$ 6,825.00
33	7/1/2018	\$ 6,825.00	\$ 500.00	\$ 1,500.00	\$ 2,000.00	\$ 4,825.00
34	8/1/2018	\$ 4,825.00	\$ 500.00		\$ 500.00	\$ 4,325.00
35	9/1/2018	\$ 4,325.00	\$ 500.00		\$ 500.00	\$ 3,825.00
36	10/1/2018	\$ 3,825.00	\$ 500.00		\$ 500.00	\$ 3,325.00
37	11/1/2018	\$ 3,325.00	\$ 500.00		\$ 500.00	\$ 2,825.00
38	12/1/2018	\$ 2,825.00	\$ 500.00		\$ 500.00	\$ 2,325.00
39	1/1/2019	\$ 2,325.00	\$ 500.00		\$ 500.00	\$ 1,825.00
40	2/1/2019	\$ 1,825.00	\$ 500.00		\$ 500.00	\$ 1,325.00
41	3/1/2019	\$ 1,325.00	\$ 500.00		\$ 500.00	\$ 825.00
42	4/1/2019	\$ 825.00	\$ 500.00		\$ 500.00	\$ 325.00
43	5/1/2019	\$ 325.00	\$ 500.00		\$ 325.00	\$ -
44	6/1/2019	\$ -	\$ 325.00		\$ -	\$ -