

**NAPA VALLEY DOG TRAINING CLUB BOARD MEETING MINUTES  
FEBRUARY 1, 2021**

**I. CALL TO ORDER**

President Sue Osborn called the meeting to order via Zoom 6:34pm. Additional members in attendance were: Mary Ash, Sandra Bonifield, Carol Coawette, Roxann Gracia, Debbie Hilton, Linda Luchsinger

**II. TREASURER'S REPORT**

Savings: Same as last month. No change.

Checking: \$26,940.27

Pay Pal: \$1775.07

It was noted the rent for February has not been paid pending invoice. Invoices in the past have not been received until around the 10th of the month. Therefore, rent will be paid at the beginning of the month with or without the invoice.

Linda is working on the final reports from information received from the past treasurer. The Profit and Loss Statement has been provided.

**iii. SECRETARY'S REPORT**

A. Minutes of 1-4-2021 Board Meeting: Section VII New Business Item B should read: Discussion was held regarding the opportunity to advertise in the golf club brochures, but it was decided that the cost (\$425) was NOT in the budget at this time.

Section IV, Item H Newsletter/Website: There is a new Brags EMAIL ADDRESS for people to submit Brags....

Motion made and carried to approve the minutes as corrected.

B. Minutes of 1-15-2021 Special Board Meeting: Motion made and carried to approve minutes as written.

C. After research it was noted that the By Laws do not state that trainers must be members of the club.

**IV. BOARD, COMMITTEE & CHAIR REPORTS**

**A. PRESIDENT**

Sue noted that it was a unanimous decision by board members on Slack to change banks to Umpqua. All bills have been paid and the business license has been renewed. The lease has been followed up on. See later notes.

**B. VICE PRESIDENT** - Nothing to report

**C. MEMBERSHIP/VOUCHERS**

Carol has sent out a membership list. There are three more to be added and she will send out another updated list. Total of 37 members. Carol encouraged people to reach out to those who are not renewing. Carol to provide vouchers to Mary for those receiving monthly vouchers. Mary to mail them out and to communicate with Carol as needed.

**D. OFFICE**

Mary reports everything is up to date, including mail and phones.

**E. TRAINING**

1. Donna Golemon has volunteered to run the training meeting which was set for February 16th at 6pm. Primary focus to be the setting the schedule of April classes.

2. Adding classes has been withdrawn by Donna.

3. Holding classes in February - already addressed. Sue to inform Marilane

4. Refunds for classes held over: 5 were returned via PayPal and 1 Check

5. Training Emails were provided by Donna Goleman. The intent is to supply to Puppy/ADO and GM1 participants as activities to start in February while waiting for the club to reopen. Motion was made to accept the information and allow the emailing to participants. Acceptance was unanimous.

6. Building Keys - Debbie to email inactive or nonmembers to return keys via mail to Debbie. (A few on the list includes Marlene, Dessa, Tandy, Kathryn, Maria, Marion and Carl)

**F. PUBLICITY** - Need a Board Member - no report

**G. BUILDING**

Debbie reported that the Puppy teeter and the A Frame are being revamped. She is also updating the bulletin board and posters. Thank You Debbie!

**H. NEWSLETTER/WEBSITE**

Sue reminded that the deadline for the next newsletter is February 20th.

**I. AOCNC**

Mary reported that they are waving club dues for returning prior clubs because of COVID and the fact that most clubs are hurting. They are also closing their storage facility.

**V. OLD BUSINESS**

A. Building Lease

The signed lease was returned with a change. The NOT TO EXCEED \$435 was

removed, and remains at \$435 under Item B. A motion to accept the lease as received from the landlord was carried unanimously.

- B. Confirmation Practice Sessions  
Mary has had no response.
- C. Scent Work Trial

Mary reported that the trial is a go at this point in time. The Premium is set. It opens February 8th and closes March 26th. Donna has sent out an email to all those who signed up last year.

1.) The hired coordinator needs to have club volunteer names by March 26th. Sue is to confirm that the Club volunteer coordinator is Anne. Sue will send out volunteer requests to club members.  
2.) A Ribbon Coordinator is needed to get the qualifying ribbons counted and separated before the trial and then placed at each location during the trial. They will be self serve at each run site. Placement ribbons will be mailed the week after the trial. Linda Luchsinger has volunteered to be Ribbon Coordinator.

- 3.) Premium - can't be changed. Sue to post on the website for member convenience.
- 4.) Volunteers will run first.

- D. Audit of Club Finances  
Mary, Sandy and Sue can start the audit this month.
- E. Open House  
Cancelled for this year due to COVID

**VI. TABLED ITEMS**

- A. AB5 - On hold
- B. Year End Banquet - On Hold
- C. Review of Rental Charges - On hold
- D. Toy Expenditures - On Hold for 5 more months

**VII. NEW BUSINESS**

- A. Board Positions  
Current Board position vacated: Treasurer  
Current Board Assignments vacated: Publicity and Training Chair  
Action on hold

- B. Vouchers for 2021 Zoom Meetings  
No change.

- C. Year End Award Requirements for 2021  
No change. Requires attendance of at least 3 meetings and participation in one club event. Sue to remind/clarify in newsletter and/or general meeting.

- D. Post Office Box  
The motion was made and carried unanimously to close the PO BOX.

- E. Filing of Club Documents  
Question was brought up as to where the contracts should be filed. It was noted that Linda held other items with the tax info in her office.

**VII. ADJOURNED** - Motion carried unanimously at 8:15pm.

Minutes Submitted by:

Roxann Gracia, Secretary.

Attachments

**FINANCIAL STATEMENTS**

NAPA VALLEY DOG TRAINING CLUB, INC.  
P.O. BOX 4097

NAPA, CA 94558

As of January 31, 2021

*Prepared by DOUD BOOKKEEPING & TAX SERVICE 707 255-9144*

**STATEMENT OF PROFIT AND LOSS**

From 01/01/21 to 01/31/21

Year to Date As of 01/31/21

**Sales or Income**

|             |             |       |             |       |
|-------------|-------------|-------|-------------|-------|
| CLASS FEES  | \$ 3,695.00 | 66.7% | \$ 3,695.00 | 66.7% |
| SCENT CLASS | 970.00      | 17.5% | 970.00      | 17.5% |
| DUES        | 840.00      | 15.2% | 840.00      | 15.2% |
| EQUIPMENT   | 36.00       | 0.6%  | 36.00       | 0.6%  |

|                       |                 |        |                 |        |
|-----------------------|-----------------|--------|-----------------|--------|
| Total Sales or Income | <u>5,541.00</u> | 100.0% | <u>5,541.00</u> | 100.0% |
|-----------------------|-----------------|--------|-----------------|--------|

**Cost of Sales**

|                                     |       |      |       |      |
|-------------------------------------|-------|------|-------|------|
| ADOLESCENT DOG/VOUCHERS & DISCOUNTS | 40.00 | 0.7% | 40.00 | 0.7% |
| DOGS CAN DANCE/VOUCHERS & DISCOUNTS | 40.00 | 0.7% | 40.00 | 0.7% |
| SCENT WORK/VOUCHERS & DISCOUNTS     | 80.00 | 1.4% | 80.00 | 1.4% |

|                     |               |      |               |      |
|---------------------|---------------|------|---------------|------|
| Total Cost of Sales | <u>160.00</u> | 2.9% | <u>160.00</u> | 2.9% |
|---------------------|---------------|------|---------------|------|

|                     |                 |              |                 |              |
|---------------------|-----------------|--------------|-----------------|--------------|
| <b>GROSS PROFIT</b> | <b>5,381.00</b> | <b>97.1%</b> | <b>5,381.00</b> | <b>97.1%</b> |
|---------------------|-----------------|--------------|-----------------|--------------|

**Operating Expense**

|                                   |        |      |        |      |
|-----------------------------------|--------|------|--------|------|
| BUILDING                          | 133.24 | 2.4% | 133.24 | 2.4% |
| NAPA VALLEY PSI/BUILDING CLEANING | 168.75 | 3.0% | 168.75 | 3.0% |
| PAYPAL FEES                       | 28.80  | 0.5% | 28.80  | 0.5% |

|                         |               |      |               |      |
|-------------------------|---------------|------|---------------|------|
| Total Operating Expense | <u>330.79</u> | 6.0% | <u>330.79</u> | 6.0% |
|-------------------------|---------------|------|---------------|------|

|                                   |                        |              |                        |              |
|-----------------------------------|------------------------|--------------|------------------------|--------------|
| <b>NET INCOME OR &lt;LOSS&gt;</b> | <b><u>5,050.21</u></b> | <b>91.1%</b> | <b><u>5,050.21</u></b> | <b>91.1%</b> |
|-----------------------------------|------------------------|--------------|------------------------|--------------|

**INCOME STATEMENT SUPPORTING SCHEDULE As of 01/31/21**

|                            | From 01/01/21 to 01/31/21 |       | Year to Date As of 01/31/21 |       |
|----------------------------|---------------------------|-------|-----------------------------|-------|
| <b>CLASS FEES</b>          |                           |       |                             |       |
| PUPPY                      | 700.00                    | 12.6% | 700.00                      | 12.6% |
| GOOD MANNERS/MIGHTY MIGHTS | 400.00                    | 7.2%  | 400.00                      | 7.2%  |
| GOOD MANNERS 2             | 240.00                    | 4.3%  | 240.00                      | 4.3%  |
| AGILITY                    | 100.00                    | 1.8%  | 100.00                      | 1.8%  |
| RALLY CLASS                | 1,035.00                  | 18.7% | 1,035.00                    | 18.7% |
| ADOLESCENT DOG             | 1,020.00                  | 18.4% | 1,020.00                    | 18.4% |
| DOGS CAN DANCE CLASS       | <u>200.00</u>             | 3.6%  | <u>200.00</u>               | 3.6%  |
| Total CLASS FEES           | 3,695.00                  | 66.7% | 3,695.00                    | 66.7% |
| <b>BUILDING</b>            |                           |       |                             |       |
| TELEPHONE                  | 93.16                     | 1.7%  | 93.16                       | 1.7%  |
| UTILITIES                  | <u>40.08</u>              | .7%   | <u>40.08</u>                | .7%   |
| Total BUILDING             | 133.24                    | 2.4%  | 133.24                      | 2.4%  |



## Training Exercise to Work on

As you wait for class to start, I will be sending you exercises for you to work on while you are waiting.

Watch your emails for these exercises. They will arrive at different intervals depending on the previous exercise given, allowing you time for you and your pup to get familiar with the exercise.

These training items are for very short periods of training time. But you can do them several times a day as your schedule allows. I am also sending them to you so you can get into the habit of working with your pup on a daily basis.

During the training process the first part of it is you getting down the mechanics, then helping the pup to understand.

The more you start training your dog, the more he will learn and the faster he will start to pick things up once the pup learns how to learn.

Take your time, be patient, don't expect an Einstein, it has been proven that a pup needs up to 500 repetitions for the pup to really understand what you are asking for.

My youngest pup is 16 months as of the making of this document (2/21), all of these exercises I have done and do with my dogs. They are important skills for teaching your dog and for building blocks for other exercises your dog will learn. It's very important that you take the time to teach the exercises. Building a solid foundation, will make training other exercise in the future easier on both of you.

Okay, let's get started:

The first step will be to review the homework you were assigned in the videos. The last videos contained your homework, let's review it now, and you can also go back and watch it again.

**Reward Marker:** I train with both a clicker and a verbal reward marker. Now we will work on the verbal reward marker.

Stages:        Have your cookies ready, count out 10 treats (either in your hand, pocket or bait bag)  
                    No matter what your pup is doing, say **YES** or the word you are going to use as your reward maker and give the pup a treat. If he is not paying attention to you just put the treat in front of his nose. If needed put your pup on a leash to do this exercise. Repeat saying "Yes" following with a treat. After the last treat, set up again and repeat three times.

I will add one exercise to work on next and that is **“Get-It”**

**Get-it** means to my dogs that then can eat or get the food I just tossed on the floor. If I don't say get-it my dogs know they cannot race over and eat it. Later in class your dog will learn what leave it means, and for a real understand of leave it, it helps to know what Get-it means. I also use Get-it, for my pups when I feed them, the bowl goes down, Get-it, just another way for them to learn the phrase. When starting this try to use a treat that does not blend into the flooring, and toss fairly close, you can gradually toss further as your dog's develop understanding.

**Release word** – this simple little word is very important in your pups training. It will help the pup to understand when he is done and when he can move. A good example of daily use is when your dog is in your car. I cannot express how important it is for your pup to learn to wait for their release word when getting out of your car. It can actually save their lives. I can open all of the door of my car, and if the dog is in a crate, I can open that door. My dogs will not get out until I release them. It also makes it less stressful for me if I am in a high traffic area.

Stages: Have your cookies ready, count out 10 treats (either in your hand, pocket, bait bag or in a bowl next to you)  
Decide what your release word will be (mine is “break”)  
Say your word “break”, pause a second, then step back and toss a treat with a get-it. Don't toss too far at first as stated above.  
Repeat 10 times, quick break and repeat times 3 times in a session.  
(This is one exercise I don't follow up with a yes)

**Name Game:** If you want your pup to learn to come to you, they need to learn their name. Again, several repetitions for them to learn their name. The name game is built of some of the above exercises. We are building upon the above. So, if you have not done the above don't start here start with the reward marker.

Stages: Have your cookies ready, count out 10 treats (either in your hand, pocket, bait bag or in a bowl next to you)  
Toss a treat to the left (not too far) say get-it (be quick you want to say this before they get to the treat)  
As soon as they eat it, call the pups name when they come back to you, give them a treat from your hand, repeat tossing to the right and to the left. Repeat until your treats are gone.

My commands would look like this:

Get-it, yes, “Tarp”, get-it, yes, “Tarp” (etc.....)

You can also do this with 2 or more people, everyone has treats in their hands, have a plan as to Calls after whom. Person 1 calls dog “Tarp” (pup comes to them, give cookie) next person calls Just as the pup finishes, going around. Repeat no more than 10 to 12 total cookies. The key to This is not letting the pup decide who to go to after they get one person's treats. That why the next persons want to call quickly. If the pup does not come, only call again one time, then that people turn and moves away fast at the same time calling the dog.

**SEVENTH AMENDMENT TO LEASE**

**THIS SEVENTH AMENDMENT TO LEASE** (the "Seventh Amendment") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2020, by and between **NAPA SAWYER PROPERTIES, LLC** ("Lessor") and **NAPA VALLEY DOG TRAINING CLUB** ("Lessee").

**RECITALS**

Lessor and Lessee executed and delivered that certain Lease Agreement dated May 23 2008, as amended April 30, 2009, July 28, 2010, April 10, 2012, February 16, 2015, May 26, 2015, and March 25, 2017 (as amended, the "Lease"), for certain premises consisting of approximately 3,747 square feet in Building N, known as Space N-1 ("Premises") at 68 Coombs Street, Napa, California. also known as the Napa Sawyer Tannery Complex (the "Complex"). All capitalized terms used in this Seventh Amendment and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

Among other things, the Lease requires monthly payment of specified Rent, which includes Base Rent and Tenant’s Share of Operating, Insurance and Tax Expenses. Due to the detrimental effects of the COVID-19 virus and governmental requirements invoked to limit the spread of said virus, Lessor has agreed to defer the Rent for July, August and September of 2020, all on the terms and conditions set forth herein.

Lessor and Lessee also desire to amend the Lease to extend the term of the Lease, in accordance with the terms and conditions set forth herein.

NOW THEREFORE, for good and sufficient consideration, the parties agree as follows:

**AGREEMENT**

1. Extension of Term. The term of the Lease shall be modified such that it shall be extended twenty-four (24) months (the "Extended Term"). The Extended Term shall commence on June 1, 2021 and shall expire on May 31, 2023.

2. Base Rent. Base Rent for the current term and Extended Term shall be as follows:

| <u>Months</u>               | <u>Monthly Base Rent</u> |
|-----------------------------|--------------------------|
| June 1, 2021 – May 31, 2022 | \$4,045 per month        |
| June 1, 2022 – May 31, 2023 | \$4,166 per month        |

All payments of rent by Lessee under the Lease shall be made by electronic funds transfer through the use of the Automated Clearing House (ACH) debit payment method and in accordance with the other terms and conditions of this Seventh Amendment and the Lease.

3. Utilities and Common Areas.

a. Beginning at the commencement of the Extended Term of this Lease, Landlord shall provide for electric and gas service to the Unit. **Tenant shall pay as additional rent all costs associated with its usage of electricity in the Premises.** Tenant shall be entitled to use any existing water service if such services are available in the Premises at no additional charge; however, should Tenant's use of said water increase materially at any time, Landlord reserves the right to bill Tenant for said increase, in Landlord's reasonable discretion. Landlord shall not be liable in the event of interruption in the supply of any utilities, except where the interruption is the direct result of Landlord's gross negligence or willful misconduct. Tenant agrees that it will not install any equipment which will exceed or overload the capacity of any utility facility, and that if any equipment installed by Tenant shall require additional utility facilities, the same shall be installed at Tenant's expense in accordance with plans and specifications to be approved in writing by Landlord.

b. Landlord will also maintain the common areas of the Napa Sawyer Tannery Complex and Tenant shall pay, as additional rent, its pro rata share of all such expenses, including but not limited to real property taxes, insurance costs, and other common area maintenance costs, as determined by Landlord. **Such costs shall be paid by Tenant on a monthly basis (\$435.00 per month) with Base Rent.** Landlord shall periodically reconcile such expenses and may adjust Tenant's monthly payment of estimated costs. In such event, Tenant shall begin paying the new amount immediately upon receipt of written notice from Landlord. Following the reconciliation, if Landlord determines Tenant has underpaid, Landlord will notify Tenant of the amount of the underpayment and Tenant shall remit such amount within thirty (30) days of such notice. If Tenant has overpaid, Landlord will either credit or refund the amount of overpayment to Tenant. Notwithstanding the foregoing, Tenant shall be responsible for all repair and replacement costs to the common areas required as a result of its negligence or willful misconduct. Tenant shall provide and pay for its own telephone service, Internet connection, trash service, television cable, and cleaning service.

4. Renewal. Upon the expiration of the Extended Term, in the absence of written notice of termination by either party delivered at least sixty (60) days (but no greater than ninety (90) days) prior to said expiration, the Lease Term shall renew for an additional term of one (1) year ("Renewal Term"). The Base Rent for the Premises during the Renewal Term shall be an amount to be determined by mutual agreement.

5. All Other Provisions. Except as modified by this Seventh Amendment, all other provisions of the Lease shall remain unchanged and in full force and effect. If there is a conflict between the terms of this Seventh Amendment and the Lease, the terms of this Seventh Amendment shall control.

6. Counterparts. This Seventh Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Seventh Amendment. Signatures by facsimile or email shall be binding as originals.

7. Authority. The individual executing this Seventh Amendment on behalf of a party hereto represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom he or she is signing.

IN WITNESS WHEREOF, the parties hereto have executed this Seventh Amendment as of the date set forth above.

LESSOR:

LESSEE:

NAPA SAWYER PROPERTIES, LLC

NAPA VALLEY DOG TRAINING CLUB

By: W.R. Bakker

By: \_\_\_\_\_

Name: Will Bakker

Name: \_\_\_\_\_

Date: February 1, 2021

Date: \_\_\_\_\_