



January 21, 2026 Regular Meeting of the Park And Recreation Committee

Time: 6:00 p.m.

Location: MCSD Office Conference Room, 1656 Sutter Road, McKinleyville, California

Or

Teleconference via ZOOM or Telephone

Use ZOOM MEETING ID: 837 9302 5901 (<https://us02web.zoom.us/j/83793025901>)

or DIAL IN TOLL FREE: 1-888-788-0099 (No Password Required!)

To participate by teleconference, please use the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above.

Agenda

1 Call To Order & Roll Call

2 Pledge of Allegiance

3 Additions or Changes to the Agenda

Items may be added to the Agenda in accordance with Section 54954.2(b)(2) of the Government Code (Brown Act), upon a determination by two-thirds vote of the members of the legislative body present at the time of the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the McKinleyville Community Services District after the Agenda was posted.

4 Approval of the Agenda (Action)

5 Public Comment and Written Communications

Any person may address the Committee at this time upon any subject not identified on this Agenda but within the jurisdiction of the Park And Recreation Committee; however, any matter that requires action will be referred to staff for a report of action at a subsequent Committee or Board meeting. As to matters on the Agenda, an opportunity will be given to address the Board when the matter is considered. Comments are limited to 3 minutes. Letters should be used for complex issues.

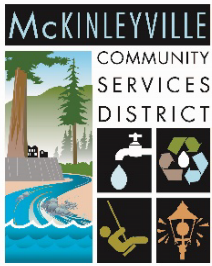
- 6 Consider Approval of Minutes of the Regular Meeting of the Park And Recreation Committee on December 17, 2025 (Action)**
 - Attachment 6.1 – Draft Minutes from December 17, 2025
- 7 Possible Addition of Tribal Land Acknowledgement to PARC Procedures (Information)**
- 8 Consider Recommendation of the MCSD and McKinleyville BMX Memorandum of Understanding (MOU) (Action)**
 - Attachment 8.1 – MCSD & McKinleyville BMX MOU with Exhibits and Attachments
- 9 Discuss Recruitment for a McKinleyville High School Student to Serve on the PARC Committee (Information)**
- 10 McKinleyville Community Forest Report (Information)**
- 11 Parks & Recreation Director Report (Information)**
- 12 Ad Hoc Committee Assignments and Reports (Action)**
 - Skate Park (Charlie Caldwell)
 - Fischer Ranch Estuary Project (Heidi Conzelmann)
 - BMX Bike & Park at School/Washington (Charlie Caldwell)
 - Community Garden (Ciara Torres)
- 13 Committee Member Announcements and Future Agenda Items**
 - Next Committee Meeting: April 15, 2026
 - Next MCSD Board Meeting: February 4, 2026
- 14 Adjournment (Estimated 7:30 p.m.)**

Posted 5:00 p.m. on January 16, 2026

Pursuant to California Government Code Section 54957.5. this agenda and complete packet are available for public inspection upon request at the MCSD office, 1656 Sutter Road, McKinleyville. If

you would like to receive the complete packet via email, free of charge, contact the Board Secretary at (707)839-3251 to be added to the mailing list.

McKinleyville Community Services District will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the Board Secretary at (707) 839-3251. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements for accommodations.



To: Members, Park And Recreation Committee

From: Kirsten Messmer, Parks & Recreation Director

Subject: Staff Notes for January 21, 2026 Meeting

Agenda

1 Call To Order & Roll Call

2 Pledge of Allegiance

3 Additions or Changes to the Agenda

Items may be added to the Agenda in accordance with Section 54954.2(b)(2) of the Government Code (Brown Act), upon a determination by two-thirds vote of the members of the legislative body present at the time of the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the McKinleyville Community Services District after the Agenda was posted.

4 Approval of the Agenda (Action)

5 Public Comment and Written Communications

Any person may address the Committee at this time upon any subject not identified on this Agenda but within the jurisdiction of the Park And Recreation Committee; however, any matter that requires action will be referred to staff for a report of action at a subsequent Committee or Board meeting. As to matters on the Agenda, an opportunity will be given to address the Board when the matter is considered. Comments are limited to 3 minutes. Letters should be used for complex issues.

6 Consider Approval of Minutes of the Regular Meeting of the Park And Recreation Committee on December 17, 2025 (Action)

Attachment 6.1 – Draft Minutes from December 17, 2025

7 Possible Addition of Tribal Land Acknowledgement to PARC Procedures (Information)

This item was discussed at the May 15, 2024, PARC meeting at which one statement was offered and comments made. It was decided to bring the item back in June to give the committee members time to propose alternate statements for consideration. The statement below is one option provided by committee member Jane Fusek. This item was pulled from June 19, 2024,

PARC meeting to seek Tribal Approval. Staff contacted Michelle Vassel, the Tribal administrator for the Wiyot Tribe. Tribal Administrator Vassel has added the Tribal Land Acknowledgement below to their next Cultural Committee agenda for review and suggestions. At this point Staff has not heard back from Tribal Administrator Vassel. At the February 19, 2025, PARC meeting, it was decided that PARC Committee Chair Caldwell will reach out to Tribal Administrator Vassel on behalf of the PARC Committee, as well as, reach out to Twila Sanchez, who worked on the McKMAC's Tribal Land Acknowledgement. The item is being brought back as an informational item until the Chair hears back from Tribal Administrator Vassel.

“We acknowledge that the land we are meeting on, and the territorial jurisdiction of the McKinleyville Community Services District (MCSD) is unceded territory of the Wiyot People who continue to live and thrive here today. MCSD will strive to be good stewards of the land and learn from local indigenous peoples. This will be accomplished through developing respectful relationships with the native community that stem from a recognition of their deep understanding.”

Information

8 Consider Recommendation of the McKinleyville BMX/MCSD Memorandum of Understanding (Action)

Consider recommendation for approval of the MCSD & McKinleyville BMX Memorandum of Understanding (MOU) to the MCSD Board of Directors. The proposed MOU between MCSD and McKinleyville BMX has been generally accepted by both parties and is currently under review by MCSD Legal Counsel. Minor edits may be recommended as a result of this review. If only minor, non-substantive changes are required, the PARC Committee's recommendation will forward the MOU to the February 4 MCSD Board of Directors meeting for consideration and approval. If substantive or major revisions are required, the revised MOU will be brought back to the PARC Committee for further review and discussion prior to Board consideration.

Attachment 8.1 – MCSD & McKinleyville BMX MOU with Exhibits and Attachments

Action

9 Discuss Recruitment for a McKinleyville High School Student to Serve on the PARC Committee (Information)

At the December 17 PARC meeting the committee discussed adding a discussion around recruiting a McKinleyville High School student to serve on the PARC Committee.

Information

10 McKinleyville Community Forest Report (Information)

Update on McKinleyville Community Forest from MCF Committee Member Jennifer Ortega or Kirsten Messmer.

Information

11 Parks & Recreation Director Report (Information)

RECREATION PROGRAM UPDATES:

- Drop-in Pickleball is back to its normal school year schedule: Monday, Wednesday and Friday mornings 9:00am to 12:00pm at the McKinleyville Activity Center. Drop in is \$4 per person.
- Youth Drop-In Pickleball will now be available once a month on the 4th Sunday of each month from 3-5pm. Drop-in is \$5 per participant.
- Beginning Pickleball's next session is yet to be determined. The classes are once a week for four weeks. The class fee is \$50 for residents and \$55 for non-residents.
- Drop-in Kung Fu is on Tuesday and Thursday evenings 5:45pm-7:15pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class.
- Drop-in Tai Chi is Sundays 11:00am-12:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class. The Martial Arts classes are averaging 5-8 people per class.
- Fast Break Friday is a drop-in basketball program for youth ages 13 to 17. Drop-in is \$5 per participant. During the Youth Basketball Season this program is suspended due to needing to use the gym for YBB Practices Monday-Friday afternoon and evenings, it will resume after the season is over.
- The Youth Basketball League will run from January 10 to February 28. The league is for youth in 3rd-9th grades. Registration fees are \$85 for McKinleyville residents and \$90 for non-residents.
- The Pee Wee Basketball League's registration will open January 1st, the league will run from April 4 to May 16, 2026. The league is for youth in TK – 2nd grades. Registration fees are \$85 for McKinleyville residents and \$90 for non-residents.
- Sunday Night drop-in Basketball is averaging 8-10 participants per week.
- Every Thursday from 10:30am to 12:30pm, the Activity Center hosts a playgroup for children ages 0–5 and their guardians. Starting February 15 we are testing out a Sunday playgroup session from 9:30-11:30am.

- The Tot-letics: Soccer session will be run March 7 through April 4th, registration will open February 2, 2026. The Tot-letics: T-Ball session will be run May 23 through June 20, registration will open April 6, 2026. The registration fee is \$80 for McKinleyville residents and \$85 for non-residents.
- We are partnering with MUSD this school year for After-school Leader Staffing.
- President's Week and Spring Break Weeks Breakout sessions will be Feb. 17-20 and April 13-17, 2026 and will be Skate and Scoot focused. Registration is open now, the weekly fee is \$185 for residents and \$190 for non-residents.
- We are partnering with some local PTO's again to host 4 Middle School Dances this school year. The Dance dates are October 24 (sold out at just over 300 tickets sold), December 5 (187 tickets sold), February 13 and April 10.

PARK & FACILITY MAINTENANCE UPDATES:

The Parks crew and NHES continue the routine schedule for landscape maintenance on Central Avenue and Open Space Zone landscaping. The Saturday SWAP crews have been doing a great job working on the Central Avenue OSMZs. As we move through the peak growing season, plant/grass and weed growth has accelerated across all open spaces. With limited staff and hours in the day, we are prioritizing areas as best we can and appreciate the community's patience as we work to keep up. Staff continue to keep up with daily/weekly routine facility and vehicle maintenance. Monthly inspections were conducted on all facilities and Open Spaces.

FACILITY RENTALS & USE

December Rentals:

- 7 Azalea Hall Rentals plus a weekly and a bi-weekly meeting room rental.
- 0 Pierson Park Rentals.
- 0 Hiller Park Picnic Area Rentals.
- 0 Teen Center Rentals.
- 7 Activity Center Rentals.
- 5 Activity Center and 0 Teen Center Birthday Party Program Rentals.
- The Teen Center Kitchen has one regular Vendor renting it for food preparation.
- The Azalea Hall Kitchen has two regular Vendors renting it for food preparation.

12 Ad Hoc Committee Assignments and Reports (Action)

- Skate Park (Charlie Caldwell)
- Fischer Ranch Estuary Project (Heidi Conzelmann)
- BMX Bike & Park at School/Washington (Charlie Caldwell)
- Community Garden (Ciara Torres)

13 Committee Member Announcements and Future Agenda Items

- Next Committee Meeting: April 15, 2026
- Next MCSD Board Meeting: February 4, 2026

14 Adjournment (Estimated 7:30 p.m.)

Posted 5:00 p.m. on January 16, 2026

Pursuant to California Government Code Section 54957.5. this agenda and complete packet are available for public inspection upon request at the MCSD office, 1656 Sutter Road, McKinleyville. If you would like to receive the complete packet via email, free of charge, contact the Board Secretary at (707)839-3251 to be added to the mailing list.

McKinleyville Community Services District will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the Board Secretary at (707) 839-3251. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements for accommodations.

**MINUTES OF THE REGULAR MEETING OF THE PARK AND RECREATION COMMITTEE (PARC)
HELD ON WEDNESDAY, DECEMBER 17, 2025 at 6:00 P.M.
IN PERSON AT THE MCSD OFFICE – 1656 SUTTER ROAD, MCKINLEYVILLE, CALIFORNIA**

Agenda Item 1 – Call To Order & Roll Call

The meeting was called to order at 6:00pm. with following committee members in attendance in person at the MCSD Office:

Charlie Caldwell – Chair
Heidi Conzelmann
Phil Heidrick
Dana Merrill
Amy Scott
Patti Stuart
Ciara Torres
Areea Yassan
*Scott Binder - MCSD Board Director (non-voting member)

Absent:
Jennifer Ortega - Vice Chair
John Kulstad

Staff in Attendance:
Kirsten Messmer

Members of the Public: Dennis Mayo

Agenda Item 2 – Pledge of Allegiance

The Pledge of Allegiance was led by Charlie Caldwell.

Agenda Item 3 – Additions or Changes to the Agenda

There were no additions to the agenda, there was a change to the agenda action item 9 will take place before action item 8.

Agenda Item 4 – Approval of Agenda

Motion: It was moved to approve the agenda, with swapping items 8 and 9.

Motion by: Committee Member Merrill; **Second:** Committee Member Scott
There were no comments from the Committee or public.

Roll Call: Ayes: Caldwell, Conzelmann, Heidrick, Merrill, Scott, Stuart, Torres Nays: None Absent: Kulstad, Ortega

Motion Summary: Motion passed.

Agenda Item 5 – Public Comment

There was Public Comment from Dennis Mayo.

Agenda Item 6 - Approval of the November 19, 2025 Meeting Minutes

Motion: It was moved to approve the November 19, 2025 Meeting Minutes.

Motion by: Committee Member Scott; **Second:** Committee Member Conzelmann
There were no comments from the Committee or public.

Roll Call: Ayes: Caldwell, Conzelmann, Heidrick, Merrill, Scott, Stuart, Torres Nays: None Absent: Kulstad, Ortega

Motion Summary: Motion passed.

Agenda Item 7 – Possible Addition of Tribal Land Acknowledgement to PARC Procedures (Information)

PARC Committee Chair Caldwell presented the item, giving an update on it's current status; which is that Charlie reached out to tribe with no response. Committee discussion ensued. The committee would like to keep this on the agenda until a response is received.

This was an informational item, no action was taken.

Agenda Item 9 – Transitioning the PARC Committee from Monthly to Quarterly Meetings for 2026 (Action)

Parks & Recreation Director Messmer presented the item. Staff recommends transitioning the Committee to a quarterly meeting schedule beginning in 2026. Under this proposed structure, the PARC Committee would meet on the third Wednesday of January, April, July, and October at 6:00 pm.

Motion: It was moved to transition the Committee regularly scheduled meetings to a quarterly schedule beginning in 2026 on the third Wednesdays of January, April, July, and October at 6:00 pm.

Motion by: Committee Member Scott; **Second:** Committee Member Stuart__
There were no comments from the Committee or public.

Roll Call: Ayes: Caldwell, Conzelmann, Heidrick, Merrill, Scott, Stuart, Torres Nays: None Absent: Kulstad, Ortega

Motion Summary: Motion passed.

Agenda Item 8 – Elect Officers & Renew Terms (Action)

Parks & Recreation Director Messmer presented the item. The following PARC Committee member terms expire in January 2026: Charlie Caldwell, Heidi Conzelmann, and Jennifer Ortega. Charlie Caldwell and Heidi Conzelmann renewed their terms; Staff will follow up with Jennifer Ortega as she is absent. In addition, nominations and elections are needed for the roles of Committee Chair, Vice Chair, and Secretary.

Motion: It was moved to accept Charlie Caldwell, Heidi Conzelmann, and Jennifer Ortega's renewed terms and to elect Charlie Caldwell as Chair, Amy Scott as Vice Chair and Kirsten Messmer as Secretary.

Motion by: Committee Member Merrill; **Second:** Committee Member Stuart__
There were no comments from the Committee or public.

Roll Call: Ayes: Caldwell, Conzelmann, Heidrick, Merrill, Scott, Stuart, Torres Nays: None Absent: Kulstad, Ortega

Motion Summary: Motion passed.

Agenda Item 10 – McKinleyville Community Forest Report

Update on McKinleyville Community Forest Subcommittees from MCF Committee Member Kirsten Messmer.

**Agenda Item 11 – Parks & Recreation Director Report
RECREATION PROGRAM UPDATES:**

- Drop-in Pickleball's is back to its normal school year schedule: Monday, Wednesday and Friday mornings 9:00am to 12:00pm at the McKinleyville Activity Center. Drop in is \$4 per person.
- Youth Drop-In Pickleball will now be available once a month on the 4th Sunday of each month from 3-5pm. Drop-in is \$5 per participant.
- Beginning Pickleball's next session is on Mondays from September 15 – October 6 at the Activity Center from 6-8pm. The class fee is \$50 for residents and \$55 for non-residents.
- Drop-in Kung Fu is on Tuesday and Thursday evenings 5:45pm-7:15pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class.
- Drop-in Tai Chi is Sundays 11:00am-12:00pm \$10 per person per class. Bulk class passes are available to purchase at \$7.50 per class. The Martial Arts classes are averaging 5-8 people per class.
- The Adult Softball League has 10 teams signed up and will start August 3rd, ending October 5th.
- Fast Break Friday's is a drop-in basketball program for youth ages 13 to 17. Drop-in is \$5 per participant. It is averaging 18-20 participants per week.
- The Youth Basketball League's registration will open October 1st, the league will run from January 10 to February 28. The league is for youth in 3rd-9th grades. Registration fees are \$85 for McKinleyville residents and \$90 for non-residents.
- The Pee Wee Basketball League's registration will open January 1st, the league will run from April 4 to May 16, 2026. The league is for youth in TK – 2nd grades. Registration fees are \$85 for McKinleyville residents and \$90 for non-residents.
- Sunday Night drop-in Basketball is averaging 8-10 participants per week.
- Every Thursday from 10:30am to 12:30pm, the Activity Center hosts a playgroup for children ages 0–5 and their guardians.
- The Tot-letics: Basketball will run from October 25 to November 22, registration is completely full with 40 out of 40 spots filled.
- We are partnering with MUSD this school year for After-school Leader Staffing.
- Thanksgiving Breakout will be half classic camp, half specialty cooking camp. Hands-on culinary fun designed for young chefs. It will take place Monday – Wednesday, November 24-26 at the Activity Center from 8am-5:30pm. The fee is \$120R/\$123NR for the week plus a \$20 supply fee specifically for the food/cooking supplies.
- We are partnering with some local PTO's again to host 4 Middle School Dances this school year. The Dance dates are October 24 (This dance sold out with 302 tickets sold), December 5, February 13 and April 10.

PARK & FACILITY MAINTENANCE UPDATES:

The Parks crew and NHES continue the routine schedule for landscape maintenance on Central Avenue and Open Space Zone landscaping. The Saturday SWAP crews have been doing a great job working on the Central Avenue OSMZs. As we move through the peak growing season, plant/grass and weed growth has accelerated across all open spaces. With limited staff and hours in the day, we are prioritizing areas as best we can and appreciate the community's patience as we work to keep up. Staff continue to keep up with daily/weekly routine facility and vehicle maintenance. Monthly inspections were conducted on all facilities and Open Spaces.

FACILITY RENTALS & USE

October Rentals:

- 7 Azalea Hall Rentals plus a weekly and a bi-weekly meeting room rental.
- 5 Pierson Park Rentals.
- 0 Hiller Park Picnic Area Rentals.
- 0 Teen Center Rentals.
- 6 Activity Center Rentals.
- 3 Activity Center and 1 Teen Center Birthday Party Program Rentals.

- The Teen Center Kitchen has one regular Vendor renting it for food preparation.
- The Azalea Hall Kitchen has one regular Vendors renting it for food preparation.

Agenda Item 12 – Ad Hoc Committee Reports

Skate Park (Charlie Caldwell) – Fundraising is ongoing for Phase 2, about \$8,000 has been raised through the tile fundraising program. They are looking to have a kickoff for fundraising in January.

Fischer Ranch Estuary Project (Heidi Conzelmann) – Nothing to Report

BMX Bike & Park at School/Washington (Charlie Caldwell) – Rains have paused construction. MCSD and MCKBMX are working on their MOU, MCKBMX is planning to have a State Qualifying Race in 2026.

Community Garden (Ciara Torres) – The Girls Scouts have painted the Sign Board and will reinstall when weather allows.

Agenda Item 14 – Committee Member Announcements and Future Agenda Items

- Next Committee Meeting: January 21, 2026
- Next MCSD Board Meeting: February 4, 2026
- McKBMX MOU
- Possible High School Member Recruitment
- Ad Hoc Committees & Assignments

Agenda Item 15 - Adjournment Meeting Adjourned at 6:46pm

Ciara Torres, PARC Secretary

BMX FACILITY USE MEMORANDUM OF UNDERSTANDING BETWEEN MCKINLEYVILLE COMMUNITY SERVICES DISTRICT & MCKINLEYVILLE BMX

THIS MEMORANDUM OF UNDERSTANDING, is made and entered into this _____ day of _____, 2026 by and between the McKinleyville Community Services District, hereinafter called “MCSD or the District”, and McKinleyville BMX, a 501(c)(3) nonprofit corporation, hereinafter called “MCKBMX” and collectively referred to as “Parties”.

PREAMBLE:

WHEREAS, the District is the owner of the BMX Track and Park, located at 1315 School Road (“BMX Track”) for the purpose of enabling recreation activity for residents of McKinleyville; and

WHEREAS, it is in the public interest for a BMX facility to be available to encourage use of the District property; and

WHEREAS, MCKBMX is a charitable, IRS 501 (c) (3) tax-exempt, non-profit organization organized and existing for the purpose of operating and managing scheduled racing, coaching and practicing events for the benefit of the DISTRICT.

WHEREAS, the District has determined that USA BMX and MCKBMX activities are consistent with its mission of providing the highest level of park and recreation opportunities to its constituents.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the District and MCKBMX agree as follows:

1. USE

- a. The District authorizes MCKBMX to use the BMX facility located at 1315 School Road, McKinleyville, CA 95519.
- b. The authorization to use the Facility is for MCKBMX to conduct scheduled racing, coaching and practicing events.
- c. MCKBMX use is subject to all District rules and regulations a copy of which is available from the District’s Parks and Recreation Department and are specifically incorporated herein by reference.
- d. The District reserves the right to cancel use, if necessary, due to inclement weather, other use factors, or as otherwise set forth herein. The District will notify MCKBMX as needed and will not cancel use for previously scheduled race events unless there is an exceptional reason (i.e. a natural disaster).

- e. MCKBMX agrees that their use of the Facility is for the sole purpose of operating USA BMX and similarly related programming and is prohibited from subcontracting or assigning its rights to use the facility to any outside entities, organizations or individuals, without the District's express written consent.

2. TERMS OF MEMORANDUM OF UNDERSTANDING

- a. This Memorandum of Understanding ("MOU") shall be for the term of one (1) year for the first year; with the option to have a term of five (5) years after the first year effective beginning _____.
- b. The District and MCKBMX agree to review this MOU at the end of each term and consider renewal of this MOU and/or an amendment(s) to the MOU for an additional term as approved by the District's Board of Directors.
- c. The District's Board of Directors has the authority to approve, change or terminate this MOU on behalf of the District in conformance with the provisions contained herein.
- d. If the parties do not execute a renewal MOU, then this MOU shall continue from year to year unless or until the MOU is terminated in conformance with the provisions herein.
- e. The District and MCKBMX each bind themselves and legal representatives to the other party hereto, in respect to all covenants, agreements, and obligations contained in this MOU.
- f. This MOU shall be governed by the laws of the State of California. Any and all legal action necessary to enforce the provisions of this MOU will be held in Humboldt County, California.

3. TERMINATION OF MEMORANDUM OF UNDERSTANDING

- a. The District reserves the right to terminate this MOU in whole or in part for default (termination due to MCKBMX's failure to perform satisfactorily). After thirty (30) days from delivery of a written notice to MCKBMX, the District may, without cause and without prejudice to any other right or remedy, elect to terminate the MOU.
- b. Neither MCKBMX or the District shall, sell, transfer, assign or otherwise dispose of this MOU or any portion thereof, or of their right, title or interest therein, or the obligation thereunder, without written consent of the other party.

- c. Failure by either party to enforce any covenant in the MOU or respond to any breach of such covenant shall not be construed as a waiver or as a justification of any subsequent breach.

4. MCKBMX RESPONSIBILITIES

- a. MCKBMX shall remain at all times as Sanctioned and in good standing with USA BMX.
- b. MCKBMX shall submit for District approval all scheduled events with enough advance timing to allow for review and effective planning which shall be a minimum of two weeks prior to the event.
- c. MCKBMX shall coordinate with the District Parks and Recreation Department on seasonal programming.
- d. MCKBMX shall provide monthly usage statistics to the District Parks and Recreation Department.
- e. During scheduled events, MCKBMX shall be responsible for operating and maintaining the BMX Facility.
- f. Prior to and following completion of scheduled events including practices and other program events, MCKBMX shall be responsible for performing any needed repairs or restoration to the BMX Facility and adjoining areas.
- g. MCKBMX shall make the starting gates inoperable and in the down position after each practice, event or program.
- h. The facility will be open and available to the general public during all nonscheduled periods or nonuse during normal park hours.
- i. MCKBMX fees are subject to an annual review with the District's Parks and Recreation Department for scheduled race events.
- j. MCKBMX shall place only signage on the premises that has been approved in writing by the District.
- k. MCKBMX shall permit parking only in areas designated by the District within the park, and acquire and coordinate any necessary overflow parking required to accommodate scheduled events.
- l. MCKBMX shall comply with all laws, ordinances, orders, regulations, and guidelines for scheduled events.
- m. MCKBMX shall not permit the possession or consumption of any alcohol on the premises by its members, volunteers, or event registrants.

5. MCS D RESPONSIBILITIES

- a. The District shall own and control the BMX Facility and adjoining areas.
- b. The District shall operate and maintain the BMX Facility as necessary for general use and public purpose.
- c. The District shall provide exclusive scheduling of the BMX Facility to MCKBMX pursuant to a schedule approved by the District. In the event of any conflict, the determination of the District shall be binding.
- d. The District shall keep the BMX Facility open and available to the general public without charge during normal park hours when not scheduled by MCKBMX.
- e. The District shall promote BMX programs within the framework of the District's Parks and Recreation Department.
- f. The District shall maintain the landscaping and other non-BMX Track areas of the park.
- g. The District shall permit use of adjoining available parking for all scheduled BMX events.
- h. Utility costs will be borne by the District.

6. LIABILITY

DUAL INDEMNIFICATION

- a. MCKBMX shall defend, indemnify and hold the District, it's officers, agents harmless from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by the result from the sole negligence or intentional acts or omissions of MCKBMX, it's officers, agents or employees.
- b. The District shall defend, indemnify and hold USA BMX and MCKBMX, it's officers, agents, harmless from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the sole negligence or intentional acts or omissions of the District, it's officers, agents or employees.
- c. MCKBMX shall secure and maintain Liability and Property Damage Insurance covering all scheduled events (1) in an amount not less than One Million Dollars

(\$1,000,000) for bodily injuries, including wrongful death, to any one person, subject to the same limit for each person, in an amount not less than Two Million Dollars (\$2,000,000) for bodily injury damages for any one accident; and (2) in an amount not less than One Million Dollars (\$1,000,000) for property damages on account of one accident and in an amount not less than Two Million Dollars (\$2,000,000) for damages for all accidents. Greater amounts shall apply, where required by law. If MCKBMX maintains higher limits than the minimums shown above, the District shall be entitled to coverage for the higher limits. The District shall be named as an additional insured for the policies secured in compliance with the above requirements.

7. **ENFORCEABILITY**

- a. If any provision(s) of this MOU is declared invalid or unenforceable, the other provisions shall remain in full force and effect and be construed in a fashion, which gives meaning to all the other terms of this MOU.
- b. This MOU expressly supersedes all practices, understandings, and agreements, whether written or oral, not specifically set forth in this MOU. This MOU constitutes the entire agreement between the District and MCKBMX, and there are no other agreements or understandings concerning this MOU, which are not fully set forth herein.
- c. This MOU shall be governed by and construed under the laws of the State of California.
- d. This MOU may only be changed in writing signed by all parties hereto.
- e. All notices, statements, demands, consents, approvals, authorizations, offers, designations, requests or other communications by either Party to the other shall be in writing and shall be sufficiently given and served upon the other Party if delivered personally or if mailed shall be made by United States registered mail, return receipt requested, postage prepaid, at the address indicated below:

MCS D:

Attn: Pat Kaspari, General Manager
1656 Sutter Road
McKinleyville, CA 95519
Email: pkaspari@mckinleyvillecsd.com

MCKBMX:

Board President
McKinleyville BMX
Address Line 1
Address Line 2

Parties agree that they shall promptly notify the other in the event any of the above information should change during this term of this Memorandum of Understanding.

IN WITNESS WHEREOF, Parties agree to this Memorandum of Understanding effective the day and year first written above.

Signature page as follows:

MCKBMX

MCS D (The District)

Signature

Signature

Printed Name

Dennis Mayo

Printed Name

Title

MCS D Board President

Title

Date

Date

EXHIBITS

(All Exhibits are incorporated herein as part of this MOU unless explicitly stated otherwise)

Track Maintenance Agreement

Exhibit A – BMX Track & Park Fee Schedule

Exhibit B – Track and Grounds Maintenance Scope of Work

Exhibit C – Volunteer Labor Tracking Sheet

Exhibit D – In-kind Labor and/or Materials Criteria for Receiving Credit towards Facility Use Fees

DRAFT

McKinleyville BMX Track Maintenance Agreement Between McKinleyville Community Services District and McKinleyville BMX

The McKinleyville BMX Track Maintenance Agreement is a supplemental agreement to the BMX Facility Use Memorandum of Understanding (MOU), by and between the McKinleyville Community Services District (DISTRICT), and McKinleyville BMX (ORGANIZATION), and is not intended to supersede or negate any of the sections in the BMX MOU and is incorporated therein by reference. In the event of any conflicts identified between this Maintenance Agreement and the MOU, the MOU shall supersede.

Recitals

- (a) DISTRICT is the owner of the BMX Track and Park located at 1315 School Road in McKinleyville; and
- (b) DISTRICT desires to maximize financial self-sufficiency of the maintenance of the BMX Track; and
- (c) ORGANIZATION desires to provide track and grounds maintenance at the BMX Track in order to reduce the maintenance expense of the DISTRICT thereby reducing the Track Use expense of the ORGANIZATION; and
- (d) ORGANIZATION and DISTRICT each desire to secure and enter into an AGREEMENT in accordance with the foregoing; and
- (g) The documents which are part of the AGREEMENT, and each of which are incorporated herein by this reference as though full, are the following:
 - 1. Cover Page: The Memorandum of Understanding and this Maintenance AGREEMENT
 - 2. Exhibit A: BMX Track & Park Fee Schedule
 - 3. Exhibit B: Track and Grounds Maintenance Scope of Work
 - 4. Exhibit C: Volunteer Labor Tracking Sheet
 - 5. Exhibit D: In Kind Work Labor and/or Materials Criteria for Receiving Credit towards Facility Use Fees

Background

The DISTRICT and ORGANIZATION both wish to provide sustainable and equitable services to the community in a coordinated and collaborative manner.

As the cost of labor for maintaining the track and grounds at the BMX Track and Park is a maintenance expense incurred by the DISTRICT as owner, and the track use fees charged to users is set at a rate to recover some of the cost related to maintenance. The ORGANIZATION wishes to lower their portion of track use fees by providing consistent volunteer labor for maintaining the track and grounds at the BMX Track and Park.

Labor associated with the ongoing and consistent maintenance of the track and grounds performed by the ORGANIZATION can provide a significant savings to the DISTRICT and as such is eligible for monetary credit to be used toward track use fees.

ORGANIZATION has a vested interest in the maintenance and health of the track and grounds at the BMX Track and Park, and owns or has access to all necessary equipment for the provision of necessary maintenance tasks.

Agreement

1. ORGANIZATION agrees to provide ongoing and consistent track and grounds maintenance according to an agreed upon schedule outlined in **Attachment 1**, within the duration of the contract period (January 1 through December 15, 2026).
2. DISTRICT agrees to provide monetary credit at the rate of \$16.90 per hour of eligible labor performed (see EXHIBIT B) toward the field use fees encumbered by the ORGANIZATION within the contract period. Labor hours will not be credited in excess of an average of 15 hours per week.
3. ORGANIZATION agrees that credit will only be applied for eligible labor hours documented as required by the DISTRICT on the "Volunteer Labor Tracking Sheet" (EXHIBIT C). Credit will not be given for any labor performed on tasks not included on the "Track and Grounds Maintenance Scope of Work" (EXHIBIT B) and/or for any labor performed that is not documented as required by the DISTRICT.
4. ORGANIZATION agrees that any labor credit earned in excess of the encumbered track use fees will be forfeited and will not be eligible for use in subsequent contract periods.
5. DISTRICT shall base ORGANIZATION's track use fees on the total financial value of approved in-kind labor and/or materials subtracted from the total financial value of site use
6. DISTRICT agrees to ensure access to irrigation for the track.
7. ORGANIZATION understands that DISTRICT is not budgeting staff time to complete maintenance tasks listed in the "Track and Grounds Maintenance Scope of Work" and as such any time DISTRICT staff is called upon to complete such tasks, it will constitute an interruption to budgeted tasks and an additional expense to the DISTRICT, and therefore ORGANIZATION agrees that:
 - 7.1 If circumstances arise and ORGANIZATION is unable to perform the agreed upon maintenance according to the necessary and agreed upon schedule, ORGANIZATION agrees to pay DISTRICT to complete the maintenance at a rate ranging from \$45.00 to \$60.00 per hour, dependent upon DISTRICT staff assigned to the work and whether or not that staff will be required to work overtime in order to complete all required tasks on that day. ORGANIZATION agrees that this charge will be in addition to fees charged for track use.
8. ORGANIZATION agrees all track and grounds maintenance volunteers will be required to attend track and grounds maintenance seminars organized and presented by the ORGANIZATION's designated Track Operator before performing any volunteer labor. In addition, ORGANIZATION's designated Track Operator must attend facility maintenance meetings as arranged by the DISTRICT.

Furthermore, said volunteers of ORGANIZATION are not to be considered volunteers or employees of DISTRICT.

9. ORGANIZATION agrees to schedule and implement a track and grounds maintenance seminar for ORGANIZATION volunteers prior to the scheduled start of ORGANIZATION's volunteer maintenance use.
10. ORGANIZATION shall abide by all rules and regulations established by the DISTRICT stating that the use of pesticides, herbicides and related products at the BMX Track and Park and surrounding areas are strictly prohibited.
11. ORGANIZATION shall agree that the DISTRICT reserves the right to close the track due to wet conditions or any other condition that would otherwise put the integrity of the track at risk.
12. ORGANIZATION agrees that any track modifications and/or desired credit requests for volunteer labor not included in the "Track and Grounds Maintenance Scope of Work" or donated materials must be pre-approved through the submission of the "In Kind Labor and/or Materials Criteria for Receiving Credit towards Facility Use Fees" Form" (EXHIBIT D)
13. ORGANIZATION agrees that any maintenance or tasks not explicitly described in the Track and Grounds Maintenance Scope of Work is the responsibility of the DISTRICT and not to be undertaken by the ORGANIZATION without written permission from the DISTRICT.

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

Dennis Mayo, President of the Board of Directors

ATTEST: _____

Joseph Blaine, Secretary to the Board of Directors

McKINLEYVILLE BMX

President of McKinleyville BMX

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
McKinleyville BMX Track and Park Fee Schedule

Facility Use Fees

| | |
|--|-----------|
| <u>BMX Track Use</u> | \$150/day |
| <u>BMX Track Use (Youth Sport Org)</u> | \$75/day |

Additional Fees

BMX Track Preparation \$45/hour

Concession Stand Use- Regular weekdays \$15/day

Concession Stand Use- Regular weekends \$25/day

Concession Stand Use (Youth Sport Org) \$165/month

*Month is calculated by consecutive days of organization's occupation of the concession stand. 30 day = 1 month
"Occupation" is defined as: the storing equipment, food etc in concession stand.*

Facility Usage Deposit (Youth Sport Org) \$1,500

Facility Usage Deposit \$100

Required only for those groups/individuals not having and maintaining a current Agreement with the District.

**Track and Grounds Maintenance Scope of Work
For McKinleyville BMX Track and Park Supplemental Maintenance Agreement**

- 1. Track Surface Maintenance:** Defined as grooming, shaping, and compacting the track surface—including straights, turns, rollers, and jumps—to maintain safe riding conditions and preserve track design. Work includes raking, light shaping, filling minor ruts, and compacting surfaces as needed to ensure a smooth, rideable track.

Frequency: A minimum of twice per week during the riding season, or as often as necessary to maintain safe conditions following use or weather events. Routine weekly maintenance should not exceed an average of 15 hours per session.

- 2. Infield and Perimeter Grounds Mowing:** Defined as clipping or cutting turf areas surrounding the track, including infield zones, spectator areas, and perimeter pathways, using powered turf mowing equipment. Cutting shall be even, without ridges or scalp spots, and neat in appearance. Mowing shall not exceed 1/3 of the blade length on any given cut and shall never take turf below 2 inches.

Frequency: A minimum of once per week, or as often as necessary to prevent cutting more than 1/3 of the blade surface in one mowing. Not to exceed 2 hours per mowing cycle.

- 3. String Trimming:** Defined as the trimming of turf and vegetation along fence lines, poles, track edges, and other structures within and around the BMX facility.

Frequency: A minimum of once per week. Not to exceed 2 hours per week.

- 4. Weed Control in Infield and Perimeter Areas:** Defined as the removal of weeds in all infield and track perimeter landscaped areas, walkways, pathways, spectator zones, and any areas where vegetation impacts aesthetics, safety, or facility use.

Frequency: Not to exceed 4 hours per month.

- 5. Debris and Litter Removal:** Defined as the collection and disposal of litter, fallen branches, rocks, and other debris on or adjacent to the riding surface, spectator areas, staging zones, and walkways.

Frequency: A minimum of twice per week, and additionally as needed following events or heavy use. Not to exceed 2 hours per week.

- 6. Drainage Maintenance:** Defined as clearing drain inlets, minor sediment buildup, and ensuring runoff paths around the track remain unobstructed to prevent standing water or erosion.

Frequency: Inspect weekly; maintenance not to exceed 2 hours per month.

BMX TRACK AND PARK
In-Kind Labor and/or Materials Criteria
for Receiving Credit towards Facility Use Fees

Requests to provide in-kind labor or materials in exchange for credit towards facility use fees, **MUST** be made in writing and **MUST** be pre-approved in writing by DISTRICT staff. In-kind labor exchange will only be considered for necessary (as deemed by DISTRICT staff) track and facility maintenance otherwise required to be performed by DISTRICT staff. Any work performed by ORGANIZATION representatives or volunteers prior to or without written approval from designated DISTRICT staff will not be considered for credit of any kind.

In-kind material donation exchange will only be considered for necessary (as deemed by DISTRICT staff) materials that would otherwise be purchased by the DISTRICT for use at the BMX Track and Park.

- 1) In Kind Labor request proposals must include:
 - a. Description of the labor to be performed
 - b. Estimated number of labor hours required to perform the work
 - i. District reserves the right to determine the amount of credit granted for labor hours based on the equivalent time that DISTRICT staff would have spent on the same task.
- 2) In Kind Material Donation request proposals must include:
 - a. Description of the dollar value of the material being donated
 - i. DISTRICT reserves the right to determine the amount of credit granted for material donations based on the amount the DISTRICT would have spent on the necessary material.
 - b. Name of the business from which the material is being purchased or donated.
 - i. A formal quote and/or Invoice from the business which is providing the material for the cost/value of the material to be provided by the ORGANIZATION.
 - c. Name and contact information of the individual making the donation on behalf of the ORGANIZATION.

MCKINLEYVILLE BMX TRACK AND PARK
"In Kind Work" & Track Modification Request Form

This form must be submitted and approved by an authorized MCSD representative prior to any projects being completed by any user group at the McKinleyville BMX Track and Park.

ORGANIZATION: _____

NAME OF REPRESENTATIVE: _____

PHONE: _____ DATE OF REQUEST: _____

PROJECT: _____

PROJECT TIMELINE: _____

CONSIDER PROJECT LABOR & MATERIAL COSTS FOR TRACK USE FEE CREDITS

SIGNATURE OF ORG. REPRESENTATIVE: _____

FOR DISTRICT USE ONLY

PROJECT APPROVED: _____ PROJECT DENIED: _____

MCSD REPRESENTATIVE: _____ DATE: _____

NOTES FROM MCSD: _____

TRACK USE FEE CREDIT GRANTED: YES NO

SIGNATURE OF MCSD REPRESENTATIVE: _____

**Schedule of Maintenance Labor at McKinleyville BMX Track
 Provided by McKinleyville BMX
 2026 Contract Period**

McKinleyville BMX is committing to the maintenance responsibilities outlined in the McKinleyville BMX Track and Grounds Maintenance Scope of Work for the days specifically listed below that are within the Contract period of January 1 through December 15, 2026.

P = Practice
 RD = Race Day
 TM = Track Maintenance

| | Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|-----------|--------|--------|---------|-----------|----------|--------|----------|
| January | RD | | P | TM | P | TM | RD |
| February | | | | | | | |
| March | | | | | | | |
| April | | | | | | | |
| May | | | | | | | |
| June | | | | | | | |
| July | | | | | | | |
| August | | | | | | | |
| September | | | | | | | |
| October | | | | | | | |
| November | | | | | | | |
| December | | | | | | | |

Signed:

President, McKinleyville BMX

Date