



# November 25, 2025 Regular Meeting of the McKinleyville Community Forest Trails, Infrastructure, Clean-Ups and Security (TICS) Subcommittee

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Time: 5:15 p.m.

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

Or

Teleconference via ZOOM or Telephone

Use ZOOM MEETING ID: 823 7786 4085 (<https://us02web.zoom.us/j/82377864085>)

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.

The public may submit written comments to the Board Secretary at:  
[comments@mckinleyvillecsd.com](mailto:comments@mckinleyvillecsd.com) up until 4:30 p.m. on Monday, November 24, 2025.

## **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**

**5 Public Comment and Written Communications**

*Any person may address the Subcommittee at this time upon any subject not identified on this Agenda but within the jurisdiction of the Subcommittee; however, any matter that requires action will be referred to staff for a report of action at a subsequent Subcommittee meeting. As to matters on the Agenda, an opportunity will be given to address the Subcommittee 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 TICS Subcommittee on October 28, 2025**

Attachment 1 – Draft Minutes from October 28, 2025 (Pg. 5)

**7 Schedule User Groups Individual Meetings (Pg. 9)**

**8 Consider Recommendation of the Redwood Empire Endurance Riders (REER) Memorandum of Understanding (MOU) to the McKinleyville Community Forest Committee (Pg. 11)**

Attachment 1 – REER MOU (Pg. 13)

**9 Draft Trail Plan Update (Pg. 23)**

Attachment 1- Comments Regarding Updates to the Trail Plan 11\_19\_2025 (Pg. 25)

Attachment 2- Draft Trail Plan Reorganized Outline 11\_19\_2025 (Pg. 27)

Attachment 3- Link to updated Draft Trail Plan 11\_19\_2025

[https://www.mckinleyvillecsd.ca.gov/files/202aad9a3/Draft+Trail+Plan+11\\_19\\_2025.pdf](https://www.mckinleyvillecsd.ca.gov/files/202aad9a3/Draft+Trail+Plan+11_19_2025.pdf)

Attachment 4- Public Comment Ken Burton (Pg. 29)

**10 Committee Member Announcements and Future Agenda Items (5 minutes)**

- Volunteer Trail Stewards Workday Recap
- Update on TICS Application
- Next TICS Meeting is Canceled due to Holidays
- Next TICS Subcommittee Meeting: January 27, 2025 at 5:15 p.m.

- Next FMP Subcommittee Meeting: December 2, 2025 at 4:30 p.m.
- Next MCF Committee Meeting: December 16, 2025 at 5:30 p.m.

## **11 Adjournment (Estimated 7:15 p.m.)**

### **Posted 5:00 p.m. on November 21, 2025**

*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.*

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**MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY  
FOREST TRAILS, INFRASTRUCTURE, SECURITY, AND CLEAN-UPS SUBCOMMITTEE HELD ON  
TUESDAY, OCTOBER 28, 2025 at 5:15 P.M.  
IN PERSON AT THE MCSD OFFICE CONFERENCE ROOM – 1656 SUTTER ROAD,  
MCKINLEYVILLE, CALIFORNIA  
and  
TELECONFERENCE Via ZOOM & TELEPHONE:  
Use ZOOM MEETING ID: 859 8670 1374 (<https://us02web.zoom.us/j/85986701374>) or DIAL IN  
TOLL FREE: 1-669-444-9171 (No Password Required!)**

**AGENDA ITEM A. CALL TO ORDER:**

**1. Call to Order & Roll Call:** The meeting was called to order at 5:15 p.m., with the following members and staff in attendance in person at the MCSD Conference Room:

Justin Brown  
Tyler Brown  
Ken Burton  
Charlie Caldwell  
Shaun Fyfe  
Phil Heidrick  
James Henry  
Michele Stephens  
Nicole West  
Nancy Morelli

The following members were absent: Jens Andersen, Christopher Collier.  
Nancy Morelli acted as a voting member for this meeting in her role as an alternate. Chris Collier arrived after agenda item number 6.

**2. Flag Salute:** The Pledge of Allegiance was led by Charlie Caldwell.

**3. Additions or Changes to the Agenda**

There were no changes to the agenda.

**4. Approval of the Agenda**

**Motion:** Approve agenda.

**Motion by:** Ken Burton; seconded by: Phil Heidrick.

**Roll Call:** Ayes: Justin Brown, Tyler Brown, Ken Burton, Charlie Caldwell, Shaun Fyfe, Phil Heidrick, James Henry, Michele Stephens, Nicole West, Nancy Morelli Nays: None Absent: Jens Andersen Christopher Collier.

**Motion Summary:** Motion passed.

**5. Public Comment and Written Communications**

No public comment.

**6. Consider Approval of Minutes of the Regular Meeting of the TICS Subcommittee on September 23, 2025**

**Motion:** It was moved to approve the meeting minutes from September 23, 2025.

**Motion by:** Michele Stephens; Seconded by: Justin Brown

**Roll Call:** Ayes: Justin Brown, Tyler Brown, Ken Burton, Charlie Caldwell, Shaun Fyfe, Phil Heidrick, James Henry, Michele Stephens, Nicole West, Nancy Morelli Nays: None Absent: Jens Andersen Christopher Collier.

**Motion Summary:** Motion passed.

## 7. Equestrian User Group Individual Meeting

This is a discussion item only. The Subcommittee discussed and took public comment from the equestrian user group. A letter from Jacqueline Debets, the president of Redwood Empire Endurance Riders (REER), was included in the Subcommittee's agenda and discussed suggested improvements and needs for their equestrian group. Other public comment was as follows;

- Karen Brooks, also of REER gave public comment discussing equestrian interests for the McKinleyville Community Forest, including: Safe Access for all users, adoption of the Federal Highway Administration (FHWA) equestrian trail design standards, bridges safe for equestrian users, accurate trail signage with trail names and distances, a desire for long loop trails with a mix of single track and wide trails, and parking with pull through for 6 vehicles.
- John Williams representing the North Coast Horsemen's Association spoke of their desire for better parking for horse trailers. He said that creating a place for equestrian use will attract visitors and money into the community.
- Denise Williams spoke in favor of including horse camping in the McKinleyville Community Forest, and emphasized the need for more and better parking.
- Billy M. requested that water access be improved for equestrian groups.
- Brian Doorman wants more signs along the trail to prevent people from being lost. He spoke that he isn't concerned with interactions between equestrians and e-bikes or mountain bikes but wants to prohibit motorcycles. He wants downhill single-track trails to be 1-way to prevent collisions.
- Donna Biteman is concerned about interactions between e-bikes and equestrian users. She isn't as concerned with motorcycles because the noise when approaching gives warning to equestrian users. She also proposes 1-way trails to prevent collisions.
- Julia Peterson believes there should be downhill trails that are mountain bike exclusive to prevent potential collisions between equestrian users and mountain bikers.
- Jessica Warrick wants the MCF to use new terminology because multi-use by legal definition should include disability access. Another term needs to be used for trails that allow access to equestrian and bicycle groups but not disabled users.
- Jim Biteman said that he had asked Arcata Community Forest members for advice on trail development. He said the Arcata Community Forest found that separation of incompatible activities has led to the success of the Arcata Community Forest for multiple user groups. Jim said that the Arcata Community Forest Committee member wants to volunteer to collaborate with the TICS Subcommittee and offer advice based on their years of experience.

## 8. Volunteer Work Guidelines and Permission Process

Jess Elm presented a plan for allowable activities for volunteers and the permission process. The plan proposes that routine maintenance be allowed with no prior approval under supervision from MCSD or other organizations with a MOU with the District. Maintenance activities include litter pickup, minor trail trimming, and light erosion control. Larger projects that have the potential to alter trails, infrastructure or ecological conditions such as new trail construction, large vegetation removal, or the use of mechanized equipment would require submission of a project proposal, TICS review, and staff approval. Discussions took place among the Subcommittee. Chris recommended that installing signs require approval and should not be considered maintenance. Nicole suggested that MCSD should still approve specific projects even if the work has been included in the Trail Plan.

**Motion:** Approve Volunteer and Permissions Process with proposed edits.

**Motion by:** Shaun Fyfe; seconded by: Nicole West

**Roll Call:** Ayes: Justin Brown, Tyler Brown, Ken Burton, Charlie Caldwell, Shaun Fyfe, Phil Heidrick, James Henry, Michele Stephens, Nicole West, Nancy Morelli, Christopher Collier Nays: None Absent: Jens Andersen.

**Motion Summary:** Motion passed.

## 9. Review of Upcoming Meeting Schedule Considering Potential Holiday Conflicts

This was a discussion item. This item was originally number 10 in the agenda, but was switched to earlier discussion. Discussions occurred for upcoming meeting dates. It was agreed that the November 25<sup>th</sup> meeting will happen as scheduled, and that the December TICS meeting will be canceled for the holidays.

**Motion:** Approve proposed TICS schedule change.

**Motion by:** Tyler Brown; seconded by: Chris Collier

**Roll Call:** Ayes: Justin Brown, Tyler Brown, Ken Burton, Charlie Caldwell, Shaun Fyfe, Phil Heidrick, James Henry, Michele Stephens, Nicole West, Nancy Morelli, Christopher Collier Nays: None Absent: Jens Andersen.

**Motion Summary:** Motion passed.

## 10. Review of Draft Trail Plan.

This was a discussion item. Subcommittee members discussed the draft Trail Plan. Nicole West submitted a letter to the Subcommittee where she discusses that the draft Trail Plan is not ready for a line-by-line review. She states that larger concepts and content need to be discussed and decided first. Her letter introduced a proposed reorganization of the structure and process for writing the Trail Plan. After discussion, the Subcommittee agreed to adopt her reorganization. Volunteers from the Subcommittee were selected to provide accurate description of current trail conditions. The trails were divided up into three sections, North, Central, and South. Justin volunteered to work on the Center, Charlie volunteered for the South, and Shaun volunteered for the North.

## 11. Solicitation of Public Members for the trail, Infrastructure, Cleanups, a and Security Subcommittee.

This was a discussion item only. Discussions of recruitment for five public members of the Subcommittee.

## 12. Committee Members Announcements and Future Agenda Items

Future agenda items included deciding the next user group to present at the January meeting and continued work on the Trail Plan.

The meeting was adjourned at 7:20 pm.

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Tyler Brown, Secretary

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
AND  
REDWOOD EMPIRE ENDURANCE RIDERS**

This Memorandum of Understanding (“MOU”) is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between McKinleyville Community Services District (“MCSD”) and the Redwood Empire Endurance Riders (REER), a not-for-profit club for local equine endurance riders, in part, to advocate for the preservation and availability of trails for equine riding; and to disseminate educational material as related to the care and safety of horse and rider.

**Section 1. Purpose.**

The purpose of this MOU is to formalize a collaborative relationship between MCSD and the REER for planning, construction, maintenance and guidance of a trail system that supports equestrian use and safe multi-use trails within the McKinleyville Community Forest. The MOU is intended to facilitate community involvement in the development and management of the McKinleyville Community Forest, reduce potential conflicts among users, reduce potential costs to MCSD, support opportunities for outstanding trail and nature experiences, and promote safe and compatible recreational use. The MOU identifies the anticipated tasks and activities to be performed by REER, describes the protocol for communication and coordination between REER and MCSD staff, and establishes indemnification provisions and insurance coverage required.

MCSD grants to REER a revocable agreement allowing REER to collaborate with MCSD Staff and other user groups to provide input into the design and construction of trails and trail features to accommodate horses, equestrians, and all users. Further MCSD grants revocable agreement allowing REER to collaborate with MCSD Staff and other users to construct (upon MCSD and the McKinleyville Community Forest Committee (MCFC) explicit approval) and maintain trails and equestrian use features (“trail features”) that REER deems itself capable of constructing and maintaining on McKinleyville Community Forest property, subject to the terms and conditions set forth in this MOU. Further MCSD grants revocable agreement allowing REER to provide educational information events, signage and or literature to inform users on how to safely interact and share the trails with horses. REER agrees to provide liability insurance, volunteers, grant-writing support, and financial resources as REER deems it can afford and maintain.

REER acknowledges and agrees that the permissions contained in this MOU: a) is not assignable; b) is non-exclusive and does not exclude MCSD and/or other members of the public from full use and possession of the McKinleyville Community Forest; and c) is revocable by MCSD pursuant to the terms of this MOU. REER acknowledges that the grant of this license, REER’s construction and maintenance of the Trails, and the public’s use is being made for public recreational use and purposes under the MOU. By acceptance of this MOU, REER acknowledges that the Community Forest lands are for public use, and that there may, at times, be conflicting uses. REER shall provide input that encourages and supports safe use of trails by multiple users for recreational purposes, as established in the Community Forest Stewardship and Trails Plan (in preparation).

**Section 2. Statement of Mutual Benefit and Interest.**

REER was established and operates to:

- a) Promote the sport of endurance riding.
- b) Establish and manage quality endurance rides for REER members.
- c) Advocate for the preservation and availability of trails for equine riding.
- d) Disseminate educational material as related to the care and safety of horse and rider.

REER is committed to opening and maintaining sustainable trails for multi-use in the Northern California region. REER represents the interests of its members and the equestrian trail-riding community, and has permits and agreements with other public and private landowners to develop and maintain trails, and to sponsor and organize equestrian trail events. REER brings extensive knowledge and expertise regarding the design features that make trails fun, challenging, and safe for equestrians and multiple users.

MCSO owns and manages the McKinleyville Community Forest located east of McKinleyville, ("McKinleyville Community Forest" or "Community Forest"). MCSO is in the process of developing a Community Forest Stewardship and Trails Plan. The McKinleyville Community Forest was established for multiple purposes including public access and recreation, timber harvest, watershed and resource conservation. The McKinleyville Community Forest is envisioned as a place for residents and visitors of all ages and abilities to enjoy walking, hiking, mountain biking, wheeling (using wheelchairs and other mobility devices on trails that meet accessibility standards), horseback-riding, learning, and connecting with the natural world.

REER and MCSO have each shown a commitment to supporting recreational trail use, expanding access to trails, and enhancing the social and economic benefits of trails within the McKinleyville and greater Humboldt County area.

### **Section 3. REER Requirements.**

A. Assist with trail-building and maintenance within the McKinleyville Community Forest, as long as:

- i) Sufficient volunteer interest from REER members exists; and
- ii) Sufficient financial resources are available for MCSO staff to direct, coordinate, and support the activities described in this MOU.

B. Perform the following tasks:

- i) Assist in and help lead the construction of the multi-use trails, equestrian-supporting features, such as water troughs, tie posts, trailer parking as may be identified in the final Community Forest Stewardship and Trails Plan (in preparation), in accordance with and pursuant to direction from MCSO staff. REER will participate in walk-throughs with MCSO staff prior to initiating or joining in the construction of each trail segment and will provide volunteers for planned workdays and will follow all construction directions, restrictions and protocols established by MCSO.
- ii) Assist with trail maintenance and rehabilitation.
- iii) Assist with decommissioning unauthorized trails.
- iv) Provide tools and equipment for volunteer workdays. The use of power tools or mechanized equipment will be considered on a segment-by-segment basis and must be pre-approved by the MCSO prior to use.
- v) Coordinate with MCSO to implement temporary trail closures during trail construction and/or maintenance, as appropriate.

vi) Coordinate with MCSD on protocols for volunteer activities, which may include additional volunteer authorization or waiver procedures.

C. Train and monitor all REER volunteers to ensure that they conduct work activities in accordance with appropriate safety practices.

D. Implement the mitigation measures identified in any applicable permits, the McKinleyville Community Forest Trail Plan, any California Environmental Quality Act (CEQA) documents, the Community Forest Stewardship and Trails Plan, along with any additional permitting requirements or conditions identified or created by MCSD.

E. Follow the standards and practices identified in the McKinleyville Community Forest Trail Plan, the Equestrian Design Guidebook for Trails, Trailheads and Campgrounds, available from the Federal Highway Administration's (FHWA) Recreational Trails Program Web site at: <http://www.fhwa.dot.gov/environment/rectrails/trailpub.htm> to the greatest extent possible.

F. Encourage REER volunteers to be respectful and courteous to other recreational users.

G. Ensure that REER volunteers do not modify or change any planned trail alignment or configuration without written permission from MCSD.

H. Cover all REER volunteers working within the McKinleyville Community Forest with liability insurance with policy limits in the amount of:

- i) \$1,000,000 for each occurrence; and
- ii) \$2,000,000 overall/aggregate.

I. Report any REER volunteer accidents or other instances where volunteer safety has been jeopardized.

J. Report all illegal activity encountered within the McKinleyville Community Forest by calling 911 immediately and notifying MCSD.

K. Coordinate with MCSD on fundraising events and/or grant applications.

L. Assist with multi-use trail education in the forms of events, signage and/or written directions, to enhance the safe use of trails with horses and all users.

#### **Section 4. MCSD Requirements.**

A. Provide clear direction regarding trail-building and maintenance priorities and the desired outcomes for specific projects within the McKinleyville Community Forest.

B. Provide regular feedback about the effectiveness of the collaborative relationship and any desired changes for improvement.

C. Provide additional tools and equipment, if available in MCSD's discretion, for REER's use.

D. Manage environmental permitting and compliance requirements.

E. Coordinate with REER on fundraising events and/or grant applications.

**Section 5. Communication.**

REER and MCSD will communicate openly about any matter regarding the collaborative relationship involving the McKinleyville Community Forest.

**Section 6. Revisions and Amendments.**

Any revisions or amendments to this MOU will require the joint approval of the REER Board of Directors and the MCSD General Manager.

**Section 7. Revocation.**

It is the intention of REER and MCSD that this collaborative relationship will continue long term, but in the event that it is deemed not be satisfactory, this MOU can be terminated at any time by either party upon thirty (30) days advance written notice. Either party may revoke and terminate this MOU at any time, for any reason or for no reason. In the event of revocation of the MOU, REER shall immediately cease using and accessing the McKinleyville Community Forest property for any equestrian trail construction or maintenance purposes. Further, upon the termination of this MOU, MCSD may, at its election, require REER to take any of the following actions, at REER's sole cost and expense: (i) discontinue maintenance and construction of trails on McKinleyville Community Forest property by REER, and remove warning signs; or (ii) abandon all of the Trails and associated warning signs in place, in their current condition as of the date on which this MOU terminates.

**Section 8. Equal Partners.**

MCSD and REER will be named as collaborative partners on any promotional, outreach, or informational materials related to REER involvement with the McKinleyville Community Forest.

**Section 9. Collaboration on Construction and Maintenance of Trails and Trail Features for Equestrians.**

REER will collaborate with other user groups, providing input and volunteers to align design and construction of applicable trails and trail features to attempt to meet all needs, as detailed in the Equestrian Design Guidebook for Trails, Trailheads and Campgrounds, available from the Federal Highway Administration's (FHWA) Recreational Trails Program Web site at: <http://www.fhwa.dot.gov/environment/rectrails/trailpub.htm>. Where design, construction or maintenance guidance appears in conflict with other user's guidance, REER will advocate for the safest solution for all concerned, with the final decisions to be made by the MCF Committee, MCSD Staff and/or MCSD Board as appropriate.

**Section 10. MCSD Approval.**

No new Trails shall be constructed in the McKinleyville Community Forest by REER and/or its members without the prior written approval of MCSD, which such approval may be granted or withheld in its sole discretion.

**Section 12. Authorization.**

This MOU does not authorize REER or its members or guests to take any species listed for protection under the federal or California Endangered Species Act or violate any other laws or regulations pertaining to wildlife species or the environment.

### **Section 13. Indemnification.**

**A. Hold Harmless, Defense and Indemnification.** REER shall hold harmless, defend and indemnify MCSD and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages and liabilities of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, or in any way connected with the use of MCSD property by REER or anyone else entering MCSD property at REER's direction or invitation, or the failure on the part of REER to perform fully its promises contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of MCSD. REER's obligations under this Section shall survive the termination or revocation of this MOU.

**B. Effect of Insurance.** Acceptance of the insurance required by this MOU shall not relieve REER from liability under this provision. This provision shall apply to all claims for damages related to REER's performance hereunder, regardless of whether any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided hereunder.

**C. Property Conditions and Dangerous Conditions.** MCSD makes no representation as to the present or future conditions of the Community Forest and its fitness for equestrian activities under this MOU. REER accepts this license subject to all danger or injury to persons and damages or destruction to property while its members and guests are on MCSD property. In this regard, REER assumes all risk of injury or death to individuals who are on MCSD property pursuant to this MOU and all risk of damage to property upon or in proximity to the MCSD property with REER's knowledge or consent, without regard to whether such injury or damage is occasioned by known or unknown, hidden or disclosed defects on the MCSD property. REER shall immediately notify MCSD and its members of any abnormal or dangerous conditions in the Community Forest or other portions of MCSD property of which REER becomes aware.

**D. Own Risk.** REER acknowledges and agrees that all recreational activities undertaken by it or its members and guests on McKinleyville Community Forest property are undertaken at their own risk, and that MCSD shall have no liability whatsoever for any injuries to persons or property occurring due to such activities, except such loss or damage which was caused by the sole negligence or willful misconduct of MCSD.

### **Section 14. Insurance Requirements.**

This MOU shall not be executed by MCSD, and REER is not entitled to any rights hereunder, unless certificates of insurance, or other proof that the following provisions have been complied with, are filed with the MCSD.

**A. General Insurance Requirements.** Without limiting REER's indemnification obligations provided for herein, REER shall take out and maintain, throughout the entire period of this MOU, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of REER and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

- i) Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence for any one (1) incident, including, but not limited to, personal injury, death and property damage. If a general

aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

- ii) It is the parties understanding that REER will not drive an automobile in the performance of the tasks provided pursuant to this MOU. If REER's responsibilities are changed in such a way that driving will be required during the performance of such tasks, REER shall take out and maintain Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles, and be at least as broad as Insurance Service Offices Form Code 1 (any auto).
- iii) Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against MCSD and its agents, officers, officials, employees and volunteers.

**If REER has no employees, REER may sign the following certification in lieu of Workers' Compensation Insurance:**

"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with provisions of that code before commencing with and during the performance of the work of this MOU."

REER: \_\_\_\_\_

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

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

**B. Special Insurance Requirements.** Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

- i) The Comprehensive or Commercial General Liability Policy shall provide that MCSD, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of REER. The coverage shall contain no special limitations on the scope of protection afforded to MCSD or its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
  - (a) Includes contractual liability.
  - (b) Does not contain exclusions as to property damage caused by explosion or collapse of structures or underground damage, commonly referred to as "XCU Hazards."
  - (c) Is the primary insurance with regard to MCSD.
  - (d) Does not contain a pro-rata, excess only and/or escape clause.
  - (e) Contains a cross liability, severability of interest or separation of insureds clause.
- ii) The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to MCSD in accordance with the notice provisions set forth herein. It is further understood that REER



may not be amended except by a writing signed by both parties that expressly states that it is an amendment to this MOU.

**C. Counterparts/Electronic Signatures.** This MOU may be executed in any number of counterparts, each of which shall be deemed an original. Electronically scanned signatures (by DocuSign or other method) shall be deemed to constitute original signatures.

**D. Attorneys' Fees.** If either party to this MOU consults an attorney regarding enforcement of this MOU, or if any litigation is commenced between the parties, or if any party institutes any proceeding, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for its attorneys' fees and costs, whether or not a suit is brought.

**E. Severability.** If any provision of this MOU, or the application of the provisions to any person or circumstances, shall be deemed invalid or unenforceable to any extent, the remainder of the MOU and the application of such provisions to other persons or circumstances, other than those to which it is held invalid, shall not be affected and shall be enforced to the fullest extent permitted by law, provided the invalidity of such provision does not materially affect the benefits accruing to any party.

**F. Governing Law.** This MOU is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed by the laws of the State of California. The MOU shall in all cases be construed as a whole according to its fair meaning, not strictly for or against either party.

**G. Construction of MOU.** The provisions set forth in this MOU shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this MOU.

**H. Not Subject to Assignment.** The rights and obligations under this MOU may not be assigned or assumed by any other party and this MOU is not subject to assignment.

**I. Prohibition of Flammable Materials.** Due to the danger of forest fires, REER shall not bring onto McKinleyville Community Forest any flammable or explosive materials, including, but not limited to, any kerosene, gasoline, propane or other similar substances, except for gasoline (in amounts less than two gallons) for machinery used for trail construction and/or maintenance. If such gasoline is brought onto McKinleyville Community Forest property, REER shall remove all such gasoline immediately after its use, and in no event shall any gasoline be stored or maintained on McKinleyville Community Forest property overnight. Each REER work crew shall have a fire extinguisher on site at all times.

**J. Recreational Use without Monetary Consideration and Statutory Immunity.** REER and MCSD agree that there is no fee or other monetary consideration paid by REER for access to MCSD property as described herein. REER acknowledges that it has requested that MCSD make its property available for recreational activities, and that MCSD has not specifically invited use of its property by REER. The parties agree Sections 831.2, 831.3, 831.4, and 831.7 of the California Government Code, without limitation, grant MCSD immunity from potential liability claims made by recreational users for incidents on MCSD property. Pursuant to these Code sections and any and all other defenses available in law and/or equity, MCSD is not liable for claims arising from use of MCSD Trails and roads, natural conditions existing on the property, or hazardous recreational activities taking place on MCSD property.

## **Section 16. Principal Contacts.**

McKinleyville Community Services District

Kirsten Messmer, Parks & Recreation Director

1656 Sutter Road  
McKinleyville, CA 95519  
Phone: (707) 839-9003  
E-mail: [kirsten@mckinleyvillecsd.com](mailto:kirsten@mckinleyvillecsd.com)

Redwood Empire Endurance Riders

Name: Jacqueline Debets, President, REER

Address: P.O. Box 262, Bayside, CA 95524

Phone: 530-559-0539

E-mail: letsrideredwoodendurance@gmail.com

**Section 17. Authorized Representatives.**

By executing this MOU, each party hereto certifies that the individuals listed in this document as representatives of the parties are authorized to act in their respective areas for matters related to this MOU.

**Section 18. Duration.**

This MOU becomes effective upon signature by both parties and can be modified or amended by mutual consent. Either party may terminate this MOU by giving sixty (60) days advance written notice to the other party or at such other date as may be established. The signatories will evaluate annually whether this MOU should be amended or expanded to meet the needs of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last date set forth below.

**McKinleyville Community Services District:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Patrick Kaspari, General Manager

**Redwood Empire Endurance Riders:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jacqueline Debets, President

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# McKinleyville Community Services District

## McKinleyville Community Forest Committee

### TRAILS, INFRASTRUCTURE, CLEANUPS, AND SECURITY SUBCOMMITTEE

November 25, 2025

TYPE OF ITEM: **INFORMATION**

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**ITEM: 9**                      **Draft Trail Plan Update**

**PRESENTED BY:**            **Jess Elm, Environmental Programs Coordinator**

**TYPE OF ACTION:**        **Informational**

#### **Recommendation:**

Staff recommends that the Subcommittee review the information provided, discuss, and take public comment regarding the updated Trail Plan process and related materials and assign Trail Plan sections to members as needed for completion.

#### **Discussion:**

The Subcommittee should review the updated process created by Nicole West for completing the Trail Plan. TICS members should discuss the most recent updates and the proposed next steps (Attachment 1), along with the reorganized outline for the Trail Plan (Attachment 2). Subcommittee members should then review the Trail Plan as a group, addressing the current comments and assign members to complete designated sections outside of the TICS regular meeting times (Attachment 3). TICS members should read through Ken Burton’s public comment submitted which focuses on “Building an Environmental Ethic into the MCF Trails Plan” (Attachment 4).

#### **Alternatives:**

- Take no action

#### **Fiscal Analysis:**

Not applicable

#### **Environmental Requirements:**

Not applicable

#### **Exhibits/Attachments:**

- Attachment 1 - Comments Regarding Updates to the Trail Plan 11\_19\_2025
- Attachment 2 – Draft Trail Plan Reorganized Outline 11\_19\_2025

- Attachment 3 – Link to updated Draft Trail Plan 11\_19\_2025  
[https://www.mckinleyvillecsd.ca.gov/files/202aad9a3/Draft+Trail+Plan+11\\_19\\_2025.pdf](https://www.mckinleyvillecsd.ca.gov/files/202aad9a3/Draft+Trail+Plan+11_19_2025.pdf)
- Attachment 4 – Public Comment Ken Burton

**Date:** November 20, 2025

**To:** MCF TICS Subcommittee

**From:** Nicole West, TICS Subcommittee Member, McKinleyville Resident

**Subject:** Comment Regarding Updates to the Trail Plan

Since our October meeting, I've done the following:

1. I formatted the draft Trail Plan using styles for headings, subheadings, table titles and figure titles so the outline appears in the navigation pane and a Table of Contents, List of Tables and a List of Figures can be autogenerated and automatically updated as the document continues to be edited.
2. I reviewed comments from Kevin Creed and the CFIP FMP document. The draft Trail Plan and FMP had some of the same content pulled from the BBW Framework Plan. I removed content from the draft Trail Plan that will be included in the FMP. The sections that were removed are itemized in the Attachment called *Draft Trail Plan Reorganized Outline v2\_11\_19\_25*.
3. In the draft Trail Plan I implemented the reorganization that we agreed to in October and made associated edits for continuity.
4. I updated content and added comments in the draft Trail Plan based on the letter from REER, input from Tri county Independent Living and MCSD's draft Volunteer Work Guidelines and Permission Process.
5. I refined comments throughout the draft Trail Plan to flag sections that are incomplete and/or need answers to questions or decisions made. I labeled each comment as follows:
  - a. IGNORE FOR NOW
    - i. These are generally reminders of technical edits that should be done comprehensively for the whole doc, once it has been completed and reviewed by the TICS.
  - b. FOR FUTURE COORDINATION WITH FMP SUBCOMMITTEE
    - i. These comments flag areas of potential overlap or connection to the FMP that should be cross-checked with the FMP subcommittee once the draft is more complete and the TICS subcommittee determines that it's time for that step.
  - c. TICS ACTION ITEM
    - i. These comments are the highest priority to address in order to complete the draft Trail Plan as quickly as possible.

Proposed next steps:

1. Use the November 25<sup>th</sup> TICS meeting to go through each comment in the draft Trail Plan labeled as TICS ACTION ITEM. For each comment, determine if it should be addressed and if so, how and who will be responsible for it.
2. I am volunteering to steward the document to maintain the formatting, integrate new content in the right places and continue to track the overall level of completion but I would like to rely on other subcommittee members to draft the missing pieces.
3. As we review the comments together in the meeting, Jess can add the names of who will address each one. After the meeting Jess can email that draft to all of the subcommittee members so everyone has a copy with all of the comments and assignments.
4. Subcommittee members can email new content to Jess, which she can then pass along to me so I can add it to a master copy of the document. This new content can be in a copy of the whole draft, or a stand-alone word file or the body of an email. In some cases, it will be all new text. In other cases, it will be revised sections of existing text. Jess will need any new content sent to her at least **10 days** prior to TICS meetings so there is time to add it to the draft and get it into the agenda packet.
5. The most current draft of the Trail Plan can be included in the agenda packet for each monthly meeting with an update about any remaining work.
6. When the TICS subcommittee determines that it is the right time, we can address the comments labeled as FOR FUTURE COORDINATION WITH FMP SUBCOMMITTEE and discuss a strategy for collaborating with that subcommittee.
7. Once the document is substantially complete, the subcommittee can review it line by line together during TICS meetings. That process will go faster if subcommittee members read the document ahead of time and bring notes on potential edits to the meeting.

Reorganized Outline with Changes Discussed at the October 28, 2025 TICS Meeting and Sections that were Subsequently Removed

**1 INTRODUCTION**

- 1.1 Purpose
- ~~1.2 Land Acknowledgement~~
- ~~1.2 Background~~
- 1.3 Trail Plan Overview
- 1.4 Context, Approach and Partnerships
- ~~1.5 Applicable Planning Documents~~
  - ~~1.5.1 McKinleyville Community Plan (McKinleyville Community Advisory Committee)~~
  - ~~1.5.2 McKinleyville Community Services District Strategic Plan~~
  - ~~1.5.3 Humboldt County General Plan~~
  - ~~1.5.4 McKinleyville Community Forest Framework Plan~~
- ~~1.6 Traveling to the Community Forest~~
- ~~1.7 Site Conditions and Features~~

**Commented [NW1]:** Section removed b/c it already appears in the FMP.

**Commented [NW2]:** Section removed b/c it already appears in the FMP as "Appendix 4 – Past Plans and Updates."

**Commented [NW3]:** Section removed b/c it was only 1 sentence and the relationship to the trail plan was unclear.

**Commented [NW4]:** Section removed b/c it already appears in the FMP.

**2 PLANNING FRAMEWORK**

- 2.1 Vision Statement
- 2.2 Goals and Objectives
- 2.3 Trail Users
- ~~2.4 Environmental Impacts~~
- ~~2.5~~ Types of Trails
  - ~~2.5.1 Multi-Use and Shared-Use Roads and Trails~~
  - ~~2.5.2 Preferred-Use Trails~~
  - ~~2.5.3 Summary of MCF Roads and Trails by Type~~
- ~~2.6~~ Definitions
  - ~~2.6.1 Trail Planning and Design Terms~~
  - ~~2.6.2 Mountain Bike Trail Features~~
- ~~2.7~~ Trail Design ~~and Bridge~~ Standards
  - ~~2.7.1~~ Overview
  - ~~2.7.2~~ CEQA/EIR
  - ~~2.7.3~~ Design Guidelines
  - ~~2.7.4~~ Accessibility
  - ~~2.7.5~~ Sustainable Trails
- ~~2.8~~ Wayfinding and Signage

**3 ACCESS POINTS**

- 3.1 Introduction
- 3.~~2~~~~1~~~~1~~ Murray Road East Access Point
- 3.~~3~~~~1~~~~2~~ Murray Road West Access Point
- 3.~~4~~~~1~~~~3~~ 1st Road Access Point
- 3.~~5~~~~1~~~~4~~ Maintenance Only Access Point
- 3.~~6~~~~1~~~~5~~ Potential Future Access Points

**4 ROAD AND TRAIL NETWORK**

- 4.1 Trail Planning Units
  - 4.1.1 North
  - 4.1.2 Central
  - 4.1.3 South
- ~~4.2~~ ~~Areas for Other Uses~~
- 4.2 Accessible Trails
- 4.3 Bridges
- 4.4 Mountain Bike Jumphline
- 4.5 Points of Interest

**5 AMENITIES**

- 5.1 Restrooms and Drinking Fountains
- 5.2 Trash Receptacles and Dog Poop Bag Dispensers
- 5.3 Benches and Picnic Tables

**6 IMPLEMENTATION**

- 6.1 Trail Construction
- ~~6.2~~ ~~Management and Regulatory Compliance~~
- 6.~~3~~~~2~~ Operation and Maintenance
- 6.~~3~~~~4~~ Patrols and Enforcement
- 6.~~4~~~~5~~ Emergency Response
- 6.~~5~~~~6~~ Action Items

**Commented [NW5]:** Section removed b/c it already appears in the FMP.

**7 References**

**Date:** October 29, 2025

**To:** MCF TICS Subcommittee

**From:** Kenneth Burton, TICS Subcommittee member

**Subject:** Building an Environmental Ethic into the MCF Trails Plan

When MCSD acquired the MCF, it assumed custodianship of a piece of land that has endured over a century of abuse, initially through logging and more recently from unregulated recreation and illegal camping and dumping. The district now has the opportunity, and arguably the obligation, to help the land heal.

Managing a community forest requires juggling the potentially conflicting goals of conservation, recreation, and timber harvest. That is not an easy task. It is incumbent upon us to consider all three goals in every decision and recommendation we make.

Every form of outdoor recreation comes with virtually unavoidable environmental impacts. These include, but are not limited to,

- Introduction of microplastics and harmful chemicals into the environment
- Disruption of wildlife behavior
- Direct mortality to wildlife on roads and trails
- Dispersal of invasive plant seeds and pathogen spores

Wheeled vehicles generally have the greatest impact; hikers without dogs generally have the least.

Few if any of the likely recreation impacts violate any laws, and thus they fall outside the regulatory framework. Mitigating these impacts is voluntary. The MCF may not be home to any listed species, but it is home to plenty of non-listed species, many of which have experienced extensive habitat loss and face a multitude of threats including the invasive barred owl and climate change. Their welfare should be considered; in fact, it would not be unreasonable to view wildlife as a user group, albeit one with no voice or representation.

I believe we should be prioritizing rehabilitation and restoration of the severely degraded landscape for which we are now responsible over expansion of infrastructure. Let's focus on damage repair before we consider building new trails (and let's consider the possibility that the trail density is already high enough). I believe we should resist the temptation to turn the McKinleyville Community Forest into the McKinleyville Community Playground.

I would like to add some text addressing these principles to the trail plan vision statement (Item 2.1) and to re-title the statement so that it's not limited to public access and recreation. I also would like to add a line to Goal 3 of Table 2-2 emphasizing our concern for all wildlife during development and implementation of the trail plan.

I propose that we consider the idea of designating the three trail units as high impact (North), medium impact (Central), and low impact (South). For example, wheeled vehicles might be restricted to the North Unit, and dogs and equines might be excluded from the South Unit.