



# April 15, 2025 Regular Meeting of the McKinleyville Community Forest Committee

---

Time: 5:30 p.m.

Location: Azalea Hall, 1620 Picket Road, McKinleyville, California

Or

Teleconference via ZOOM or Telephone

Use ZOOM MEETING ID: 848 9634 6527 (<https://us02web.zoom.us/j/84896346527>)

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, or 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, April 14, 2025.

All Public Comment received before the above deadline will be provided to the Committee at 9 a.m. on Tuesday, April 15, 2025 in a supplemental packet information that will also be posted on the website for public viewing.

## **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 Committee at this time upon any subject not identified on this Agenda but within the jurisdiction of the McKinleyville Community Forest 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 McKinleyville Community Forest Committee on March 18, 2025**

Attachment 1 – Draft Minutes from March 18, 2025 (Pg. 5)

**7 Trails, Infrastructure, Cleanups, and Security Subcommittee Report (Pg. 9)**

**8 Forest Management Plan and Funding/Budget Subcommittee Report (Pg. 11)**

**9 Consider Recommendation of Approval of Memorandum of Understanding with Humboldt Trails Council to the MCSD Board of Directors (Pg. 13)**

Attachment 1 – Draft MOU (Pg 15)

**10 Committee Member Announcements and Future Agenda Items**

- Announcements
  - Next Committee Meeting: May 20, 2025
  - TICS Meeting: April 22, 2025 at 5:15 p.m. at MCSD Office (1656 Sutter Road)
  - FMP Meeting: May 5, 2025 at 4:30 p.m. at MCSD Office (1656 Sutter Road)
- Future Agenda Items
  - Wildlife Conservation Board Grant Opportunity

**11 Adjournment (Estimated 7:00 p.m.)**

**Posted 5:00 p.m. on April 11, 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.*

*This Page Left Intentionally Blank*

**MINUTES OF THE REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY  
FOREST COMMITTEE (MCFC) HELD ON TUESDAY, MARCH 18, 2025 at 5:30 P.M.  
IN PERSON AT AZALEA HALL – 1620 PICKETT ROAD, MCKINLEYVILLE, CALIFORNIA**

**and**

**TELECONFERENCE Via ZOOM & TELEPHONE:**

**ZOOM MEETING ID: 848 9634 6527 (<https://us02web.zoom.us/j/84896346527>) or DIAL IN TOLL FREE:  
1-888-788-0099**

***NOTE: Items are listed in the chronological order in which they were considered.***

**1 Call To Order**

The meeting was called to order at 5:30 p.m.

**Roll Call**

The following committee members and staff were in attendance in person at Azalea Hall.

Gregory Orsini, Chair, MCSD Board Director (Non-Voting Member)  
James Biteman, MCSD Board Director (Non-Voting Member)  
Patrick Kaspari, MCSD General Manager  
James Henry, MCSD Operations Director  
Kirsten Messmer, MCSD Parks and Recreation Director  
Maya Conrad, MMAC Appointee Member (**Arrived at 5:49 during Item 7**)  
Jennifer Ortega, PARC Appointee Member  
Joel Rink, Forester/RPF Member  
Tyler Brown, Natural Resources Services Agency Member  
Desiree Early Dorvall, Natural Resources/Biologist Member  
Michele Stephens, McKinleyville Resident Member (**Arrived at 5:36 before Item 6**)  
Kevin Creed, At-Large Member  
Christopher Collier, Alternate Natural Resources Agency Member  
Nicole West, Alternate Natural Resources/Biologist Member

The following committee member(s) and/or staff were in attendance via Zoom under the guidance of AB 2449:

Kevin Creed, At-Large Member

Absent: Jens Andersen, MCSD Recreation Coordinator (present via Zoom, but could not participate as voting member per AB 2449 guidelines.)  
Mersadies Campbell, Alternate Forester Member  
Todd Truesdell, At-Large Member

Christopher Collier served as voting member in the absence of Jens Andersen.  
Nicole West served as voting member in the absence of Todd Truesdell.

**2 Pledge of Allegiance**

The Pledge of Allegiance was led by Desiree Early-Dorvall.

**3 Additions or Changes to the Agenda**

There we no additions or changes to the agenda.

#### 4 Approval of Agenda

**Motion:** It was moved to approve the agenda.

**Motion by:** Rink **Second:** Early-Dorvall

**Roll Call:** Ayes: Kaspari, Henry, Messmer, Ortega, Rink, Brown, Early-Dorvall, Creed, Collier, West  
Nays: None

**Absent:** Andersen, Truesdell

**Motion Summary:** Motion passed.

#### 5 Public Comment and Written Communications

There was no public comment.

#### 6 Consider Approval of Minutes of the Regular Meeting of the McKinleyville Community Forest Committee on February 18, 2025

**Motion:** It was moved to approve the February 18, 2025 meeting minutes.

**Motion by:** Conrad **Second:** Stephens

**Roll Call:** Ayes: Kaspari, Henry, Messmer, Ortega, Rink, Brown, Early-Dorvall, Stephens, Creed, Collier, West

Nays: None

**Absent:** Andersen, Truesdell

**Motion Summary:** Motion passed.

#### 7 Presentation, Review and Consider Recommendation for the Establishment of a MCF Fund at Humboldt Area Foundation

Parks and Recreation Director Messmer presented the item.

Laurel Dalsted of Humboldt Area Foundation gave a presentation of the fund opportunities offered by Humboldt Area Foundation.

Committee members discussed and asked clarifying questions.

**Motion:** It was moved to make a recommendation to the MCSD Board of Directors to establish an expendable component agency fund with Humboldt Area Foundation for the McKinleyville Community Forest.

**Motion by:** Conrad **Second:** Brown

**Roll Call:** Ayes: Kaspari, Henry, Messmer, Conrad, Ortega, Rink, Brown, Early-Dorvall, Stephens, Creed, Collier, West

Nays: None

**Absent:** Andersen, Truesdell

**Motion Summary:** Motion passed.

#### 8 Trails, Infrastructure, Clean-Ups & Security (TICS) Subcommittee Report

Charlie Caldwell, TICS Subcommittee Chair, reviewed the item.

The Committee commented, discussed, and asked clarifying questions.

There was no public comment.

This was an information only item. No action was taken.

## **9 Forest Management Plan and Funding/Budget Subcommittee Report**

Kevin Creed, Chair of the Forest Management Plan and Funding/Budget Subcommittee, reviewed the item.

The Committee commented, discussed and asked clarifying questions.

There was no public comment.

This was an information only item. No action was taken.

## **10 Review and Consider Recommendation of Language for Rule 47.02 of MCSD Rules & Regulations Concerning Use of Electric Bicycles in Community Forest for Adoption by Ordinance by the MCSD Board of Directors**

Operations Director James Henry presented the item.

The Committee commented, discussed and asked clarifying questions.

Public Comment was given by Charlie Caldwell, TICS Subcommittee chair.

**Motion:** It was moved to make a recommendation that the modified language for Rule 47.02 of the MCSD Rules & Regulations Concerning Use of Electric Bicycles in Community Forest for adoption by ordinance by the MCSD Board of Directors.

**Motion by:** Stephens **Second:** Creed

**Roll Call:** Ayes: Kaspari, Henry, Messmer, Conrad, Ortega, Brown, Early-Dorvall, Stephens, Creed, Collier, West

Nays: None

**Absent:** Andersen, Truesdell

**Abstain:** Rink

**Motion Summary:** Motion passed.

## **11 Committee Member Announcements and Future Agenda Items**

There were no further announcements or request for agenda items from the Committee.

## **12 Adjournment**

Meeting Adjourned at 7:09 p.m.

---

Joseph Blaine, Board Secretary

*This Page Left Intentionally Blank*



An item was presented regarding discussion of an approach to developing a Trails Plan. MCSD staff recommended that the TICS subcommittee develop a systematic approach to creating the Trails Plan. A list of suggested tasks was presented with the understanding that this is going to be a long-term, multi-tasked endeavor. It was generally agreed by the committee members that the draft framework is a good starting point and that further discussion on the Trails Plan would be ongoing.

*An agenda item for the next TICS meeting will be added to discuss the creation of signs to facilitate parking at the Murray Road entrance to the MCF. The next TICS meeting is scheduled for Tuesday, April 22.*

**Alternatives:**

Not applicable

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

None



whether to hold Public Meetings to solicit comments on the Draft MCF FMP or take it directly to the MCSD Board for approval.

There was no information on whether the CalVTP Forest Health Grants had been approved by CALFIRE or not.

**Alternatives:**

Not applicable

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

None



This Page Left Intentionally Blank

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
HUMBOLDT TRAILS COUNCIL  
AND  
McKINLEYVILLE COMMUNITY SERVICES DISTRICT

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the Humboldt Trails Council, hereinafter referred to as HTC, and the McKinleyville Community Services District, hereinafter referred to as MCSD or the District.

A. PURPOSE

The purpose of this MOU is to formalize the partnership between the HTC volunteer program Volunteer Trail Stewards, hereinafter referred to as VTS, and MCSD. VTS is a program with an abundance of volunteers, training and labor management support dedicated to park and trail system maintenance, monitoring, and reporting. MCSD owns the McKinleyville Community Forest, Hiller Park and a number of other parks and trails that require constant maintenance support, monitoring for hazards and other maintenance issues, and associated financial support to pay for staff, tools, and other resources. With ongoing future expansion expected for MCSD park and trail facilities, particularly in the Community Forest, associated costs will continue to rise. By formalizing a partnership between HTC and MCSD, the costs associated with park and trail maintenance will decrease, while the timeliness and thoroughness in maintaining these facilities will increase. This partnership will empower trail and park users, neighbors of these facilities, and other interested parties to play a direct role in the maintenance and monitoring of MCSD's facilities. This MOU will formalize a volunteer scope of work, protocol of communication between VTS volunteers and MCSD staff, liability and insurance coverage, monitoring of VTS program effectiveness and value, and the MCSD financial contribution to HTC.

B. STATEMENT OF MUTUAL BENEFIT AND INTEREST

Both HTC and MCSD have shown a commitment to supporting trail and park facilities within Humboldt County. HTC has been an ongoing advocate of new trail development and MCSD has agreed to operate and maintain the facilities constructed on their property. Without the organized support of those who enjoy MCSD run trail and park facilities, that results in a decrease in associated operations and maintenance expenses, MCSD will not be able to continue taking responsibility for new future trail and park systems advocated for by HTC and the community. Therefore, it is in the best interest of both parties to work together, creating a sustainable operations and maintenance-focused volunteer organization that works effectively with HTC to overcome overextension of MCSD resources.

C. HTC, through VTS, SHALL:

1. Assist in the operation and maintenance of any and all MCSD park and trail facilities as long as:
  - a. Sufficient community volunteer interest exists to support a program on any given park or trail facility

- b. Sufficient financial resources are available to operate on any given park or trail facility
- 2. Perform the following tasks as outlined by MCSD:
  - a. Build, repair and rehabilitate trails
  - b. Assist with decommissioning unauthorized trails
  - c. Clear trail surfaces of litter and debris including but not limited to leaves, branches, cones, and gravel
  - d. Cut or trim vegetation encroaching onto the trail [this may include the use of gasoline powered equipment]
  - e. Remove identified invasive species
  - f. Prune native plants
  - g. Clean trail signs
  - h. Inspect and report on facilities for damage
  - i. Graffiti removal
  - j. Landscaping and other small MCSD projects (minor mechanical trail drainage improvements, erosion and sediment control)
- 3. Hold a minimum of one volunteer event every two months that will focus on one or more maintenance needs identified through volunteer reporting or as directed by MCSD staff
- 4. Provide MCSD with regular feedback on trail and park facility conditions via e-mail:
  - a. as a monthly digest of overall work completed by VTS and general summary of facility conditions
- 5. Train all volunteers to ensure they function as knowledgeable information sources and positive examples while acting under the VTS program on all MCSD park and trail facilities
- 6. Cover all volunteers operating under the VTS program with liability insurance in the amount of:
  - a. \$1,000,000 for each occurrence
  - b. \$2,000,000 overall
- 7. Cooperate with MCSD on any additional volunteer authorization or waiver procedures
- 8. Train and monitor all volunteers to ensure that they conduct work activities in accordance with appropriate safety practices
- 9. Report any volunteer accidents or other instances where volunteer safety has been jeopardized
- 10. Report all illegal activity encountered on MCSD facilities by calling 911 immediately. It may not be advantageous for HTC to be mandated reporters of illegal activities and be perceived as having an enforcement function.
- 11. Coordinate with MCSD staff, through a lead VTS contact, on protocols for all volunteer activities, facility conditions reporting content, organization of all volunteer events, additional MCSD needs, safety measures, and changes in tasks performed
- ~~12. Train and monitor all volunteers to ensure all work and reporting performed on MCSD property complies with MCSD safety and maintenance standards~~
- 13. Ensure that volunteers do not modify or change any trail routes or configurations without written permission of the MCSD.

14. Implement the mitigation measures identified in any applicable permits, 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.
15. Proactively include MCSD in program funding opportunities to the greatest extent possible.

D. MCSD SHALL:

1. Provide access to MCSD staff to direct and monitor the work efforts of VTS volunteers. Provide clear direction regarding desired work to be performed, proper safety and maintenance techniques to be used by volunteers on MCSD trail and park facilities.
2. Provide regular feedback about the effectiveness of the program and any desired changes to the volunteer scope of work or how volunteer tasks are executed.
3. Provide and maintain available hand tools, trash bags, and other basic equipment to support volunteer maintenance of MCSD trails facilities.
4. Provide financial support to the VTS program in the amount of \$100 per 20 hours of reported volunteer service time during organized VTS workdays with a maximum contribution of \$3500 annually.
5. Participate in and support all grant opportunities applied for by HTC in support of VTS
  - a. Write letters of support
  - b. Proactively look for grant and other VTS funding opportunities
6. Minimize the amount of paperwork and other partnership hurdles to the greatest extent possible.
7. Remove or provide free access to a disposal facility for all green waste and trash collected during volunteer outings.
8. Provide a yearly report on trends in MCSD park and trail maintenance costs for each facility VTS operates on.
9. Continue to support the sustainable development of new connected trail and park facilities on MCSD property.

E. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. HTC and MCSD will communicate openly about any matter regarding the VTS partnership
2. Any change in this MOU or the protocols developed under this MOU will require the joint approval of the HTC board and MCSD General Manager
3. It is the intention of HTC and MCSD that this partnership will continue long term, but should it not be deemed satisfactory the agreement can be modified or terminated at any time by mutual consent with 60 days prior notice
4. MCSD and HTC will be named as equal partners on any promotional, outreach, or informational materials published regarding VTS

F. INDEMNIFICATION (ADDED ENTIRE SECTION)

1. Hold Harmless, Defense and Indemnification. HTC and MCSD shall jointly hold harmless, defend and indemnify their 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 work on MCSD property by HTA or anyone else entering MCSD property at HTC direction or invitation, except such loss or damage which was caused by the sole negligence or willful misconduct of MCSD. Both Parties obligations under this Section shall survive the termination or revocation of this MOU.

2. Effect of Insurance. Acceptance of the insurance required by this MOU shall not relieve HTC from liability under this provision. This provision shall apply to all claims for damages related to HTC 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.
3. Property Conditions and Dangerous Conditions. MCSD makes no representation as to the present or future conditions of the Community Forest or its other Park Facilities and its fitness for maintenance activities under this MOU. HTC 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, HTC 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 HTC'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. HTC 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 HTC becomes aware.
4. Own Risk. HTC acknowledges and agrees that all activities undertaken by it or its members and guests on MCSD 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.

G. PRINCIPAL CONTACTS

*McKinleyville Community Services District*

**Patrick Kaspari**

1656 Sutter Road

McKinleyville, CA 95519

Phone: (707) 839-3251

E-mail: [pkaspari@mckinleyvillecsd.com](mailto:pkaspari@mckinleyvillecsd.com)

*Humboldt Trails Council*  
Post Office Box 7164  
Eureka, CA 95502  
**Michael Proulx**  
President, HTC  
Phone: 707-616-2526  
E-mail: michaeltp47@aol.com

G. AUTHORIZED REPRESENTATIVES

By signature below, the cooperators certify that the individuals listed in this document as representatives of the cooperators are authorized to act in their respective areas for matters related to this agreement.

DURATION

This MOU becomes effective upon signature by both parties, and can be modified or terminated at any time by mutual consent. Either party may terminate this agreement by giving 60 days 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.

THE PARTIES HERETO have executed this instrument.

McKinleyville CSD

Humboldt Trails Council

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

Date