



April 15, 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 January 21, 2026 (Action)

- Attachment 6.1 – Draft Minutes from January 21, 2026

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

8 Hiller Park Botanical Garden Update (Information)

9 Consider Recommendation of the MCSD and McKinleyville BMX Memorandum of Understanding (MOU) (Action)

- Attachment 9.1 – MCSD & McKinleyville BMX MOU with Exhibits and Attachments

10 Consider Recommendation to the MCSD Board to Approve Changes to Regulation 45 via Ordinance (Action)

- Attachment 10.1 – 2026-01-01 Rules and Regulations – Draft Regulation 45 Changes
- Attachment 10.2 – Appendix B: Facility & Park Rental Fee Schedule
- Attachment 10.3 – Proposed Facility & Fee Schedule Increases Worksheet

11 McKinleyville Community Forest Report (Information)

12 Parks & Recreation Director Report (Information)

13 Ad Hoc Committee Assignments and Reports (Action)

- Skate Park (Charlie Caldwell)
- BMX Bike & Park at School/Washington (Charlie Caldwell)

14 Committee Member Announcements and Future Agenda Items

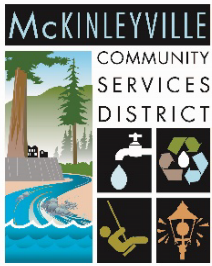
- Next Committee Meeting: July 15, 2026
- Next MCSD Board Meeting: May 6, 2026

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

Posted 5:00 p.m. on April 10, 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 April 15, 2026 Meeting

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Attachment 6.1 – Draft Minutes from January 21, 2026

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 Hiller Park Botanical Garden Update (Information)

Update on Hiller Park Botanical Garden from Volunteer Workday Lead Jane Fusek.

Information

9 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. If the PARC Committee's recommendation is to forward the MOU to the MCSD Board of Directors it will be presented to them at the May 6th meeting.

Attachment 9.1 – MCSD & McKinleyville BMX MOU with Exhibits and Attachments

Action

10 Consider Recommendation to the MCSD Board to Approve Changes to Regulation 45 via Ordinance (Action)

The District's Regulation 45 – Permits, Fees and Deposits establishes policies related to facility and park rentals, including associated fees and deposits. Please see the attached Staff Report for more detailed information.

Attachment 10.1 – 2026-01-01 Rules and Regulations – Draft Regulation 45 Changes

Attachment 2 - Appendix B: Facility & Park Rental Fee Schedule

Attachment 3 - Proposed Facility & Fee Schedule Increases Worksheet

Action

11 McKinleyville Community Forest Report (Information)

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

Information

12 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 TBD. The classes are typically on Tuesdays from 6-8pm. The class fee is \$50 for residents and \$55 for non-residents. The March session was full.
- 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. This drop in started back up on March 6 after taking a pause during the Youth Basketball season.
- 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 (163 tickets sold) 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 into the sunny spring season, staff have been busy trying to keep up on all the growth that happens at all of our spaces during this time. 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 perform daily and weekly routine maintenance on facilities and vehicles, and monthly inspections were completed across all facilities and open spaces. Staff also spent time painting the six new concrete picnic tables we purchased for Pierson Park.

FACILITY RENTALS & USE

March Rentals:

- 10 Azalea Hall Rentals plus a weekly and a bi-weekly meeting room rental.
- 3 Pierson Park Rentals.
- 0 Hiller Park Picnic Area Rentals.
- 2 Teen Center Rentals.
- 7 Activity Center Rentals.
- 3 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.

13 Ad Hoc Committee Assignments and Reports (Action)

- Skate Park (Charlie Caldwell)
- BMX Bike & Park at School/Washington (Charlie Caldwell)

14 Committee Member Announcements and Future Agenda Items

- Next Committee Meeting: July 15, 2026
- Next MCSD Board Meeting: May 6, 2026

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

Posted 5:00 p.m. on April 10, 2026

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**MINUTES OF THE REGULAR MEETING OF THE PARK AND RECREATION COMMITTEE (PARC)
HELD ON WEDNESDAY, JANUARY 21, 2026 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 6:10 pm. with following committee members in attendance in person at the MCSD Office:

Charlie Caldwell – Chair
Amy Scott – Vice Chair
Phil Heidrick
Dana Merrill
Jennifer Ortega
Patti Stuart

Absent:
Heidi Conzelmann
John Kulstad
Ciara Torres
Areaa Yassan
*Scott Binder - MCSD Board Director (non-voting member)

Staff in Attendance:
Kirsten Messmer

Members of the Public: Steve & Trudy Thomas

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. Item 8 was pulled from the agenda, and will be brought back to a future PARC Meeting.

Agenda Item 4 – Approval of Agenda

Motion: It was moved to approve the agenda, with pulling item 8.
Motion by: Committee Member Stuart; **Second:** Committee Member Scott
There were no comments from the Committee or public.
Roll Call: Ayes: Caldwell, Heidrick, Merrill, Ortega, Scott, Stuart, Nays: None Absent: Conzelmann, Kulstad, Torres, Yassan
Motion Summary: Motion passed.

Agenda Item 5 – Public Comment

There was Public Comment from Dennis Mayo.

Agenda Item 6 - Approval of the December 17, 2025 Meeting Minutes

Motion: It was moved to approve the December 17, 2025 Meeting Minutes.
Motion by: Committee Member Merrill; **Second:** Committee Member Scott
There were no comments from the Committee or public.
Roll Call: Ayes: Caldwell, Heidrick, Merrill, Ortega, Scott, Stuart, Nays: None Absent: Conzelmann, Kulstad, Torres, Yassan

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 8 – Consider Recommendation of the MCSD and McKinleyville BMX Memorandum of Understanding (MOU) (Action)

This item was pulled from the agenda.

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

Parks & Recreation Director Messmer presented the item. Committee discussion about coming up with a recruitment strategy for a McKinleyville High School student to serve on the PARC Committee.

Agenda Item 10 – McKinleyville Community Forest Report

Update on McKinleyville Community Forest Subcommittees from MCF Committee Member Jennifer Ortega.

**Agenda Item 11 – Parks & Recreation Director Report
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 \$10per person per class. Bulk class passes are available to purchase at \$7.50per class.
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- 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.

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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 one regular Vendors renting it for food preparation.

Agenda Item 12 – Ad Hoc Assignments & Committee Reports (Action)

Skate Park (Charlie Caldwell) – The committee is keeping this Ad Hoc Committee with Charlie Caldwell reporting out on it as we are actively fundraising for Phase 2 of the Skate Park. Fundraising is ongoing for Phase 2, about \$28,000 has been raised so far, Phase 2 is projected to cost \$250,000.

BMX Bike & Park at School/Washington (Charlie Caldwell) – The committee is keeping this Ad Hoc Committee with Charlie Caldwell reporting out on it as it is an active project. Rains have delayed 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 committee is suspending this AD Hoc Committee as well , Ciara Torres will ask for Community Garden items to be placed on the PARC Agenda when she has something to report out on them.

Fischer Ranch Estuary Project – The Committee decided to suspend this Ad Hoc Assignment as there are no further projects planned for this development at this time.

Agenda Item 13 – Committee Member Announcements and Future Agenda Items

- Next Committee Meeting: April 15, 2026
- Next MCSD Board Meeting: February 4, 2026
- McKBMX MOU
- Yearly Update on Botanical Garden from Jane?

Agenda Item 14 - Adjournment

Meeting Adjourned at 7:04 pm

Kirsten Messmer, 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. The USA BMX Insurance will not apply during these nonscheduled / open to the public times.
- 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. MCSD 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. INDEMNIFICATION AND INSURANCE

- a. **INDEMNIFICATION.** MCKBMX shall defend, indemnify, and hold harmless the McKinleyville Community Services District ("District"), and its directors, officers, officials, employees, agents, volunteers, and representatives (collectively, "District Indemnitees") from and against any and all claims, demands, actions, damages, liabilities, losses, fines, penalties, judgments, costs and expenses, including without limitation attorneys' fees and costs of litigation, arising out of, pertaining to, or relating to:

- (i) the use, occupancy, operation, maintenance, supervision, or management of the BMX Facility by MCKBMX or anyone under MCKBMX's direction or control;

- (ii) any scheduled racing, coaching, practicing events, or related activities, including without limitation activities of participants, spectators, invitees, volunteers, contractors, or agents of MCKBMX; and/or

- (iii) any breach of this MOU by MCKBMX, except only to the extent such claim, damage, loss or expense is caused by the sole active negligence or willful misconduct of the District.

The foregoing duty to defend shall apply immediately upon written tender by the District and is separate and independent from the duty to indemnify. No limitation on liability or indemnity contained in this MOU shall be interpreted as a waiver of any protections, immunities, or defenses available to the District under California law, including without limitation the California Government Claims Act.

- b. **INSURANCE REQUIREMENTS (MCKBMX).** MCKBMX shall procure and maintain, at its sole cost and expense, insurance meeting the requirements of this Section for the duration of this MOU and any extension thereof. All insurance shall be issued by insurers admitted in the State of California and rated A- VII or better by A.M. Best.

- 1. **Commercial General Liability (CGL).**

MCKBMX shall maintain Commercial General Liability insurance written on an occurrence form with limits of not less than: \$2,000,000 each occurrence; and \$4,000,000 general aggregate (or \$4,000,000 products/completed operations aggregate if applicable). Coverage shall include: premises/operations, products/completed operations, contractual liability, personal and advertising injury, and broad form property damage.

- 2. **Additional Insured / Primary & Noncontributory.**

The District, its directors, officers, officials, employees, agents, and volunteers shall be

named as Additional Insureds for ongoing and completed operations using ISO endorsement CG 20 10 and CG 20 37 (or equivalent). Such coverage shall be primary and noncontributory to any insurance or self-insurance maintained by the District.

3. **Waiver of Subrogation.**

MCKBMX shall require its insurers to waive subrogation against the District and its directors, officers, officials, employees, agents, and volunteers, to the fullest extent permitted by law.

4. **Workers' Compensation / Employer's Liability (if applicable).**

MCKBMX shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability insurance with limits of not less than **\$1,000,000** per accident. If MCKBMX represents that it has no employees, MCKBMX shall provide a signed statement to the District confirming the same, and acknowledging that if it later employs persons it will immediately obtain Workers' Compensation coverage.

5. **Automobile Liability (if applicable).**

If MCKBMX or its volunteers, employees, agents, or contractors use vehicles in connection with the MOU, MCKBMX shall maintain Automobile Liability insurance with limits not less than \$1,000,000 combined single limit per accident for bodily injury and property damage, covering owned, hired, and non-owned autos.

6. **Evidence of Insurance / Endorsements Required.**

Prior to any use of the BMX Facility, MCKBMX shall furnish the District with certificates of insurance and all required additional insured endorsements evidencing the coverages and limits required herein. A certificate alone shall not be accepted as proof of additional insured coverage.

7. **Notice of Cancellation / Material Change.**

Each policy shall provide that coverage shall not be canceled, non-renewed, or materially reduced except after thirty (30) days' prior written notice to the District (ten (10) days for nonpayment of premium).

8. **Limitations of Liability.**

The required insurance limits do not limit MCKBMX's liability or obligations to defend, indemnify, and hold harmless the District under this MOU, however they will be capped at valid and collectible insurance limits.

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:

Jason Orlandi, Board President
 McKinleyville BMX
 860 Essex Lane
 McKinleyville, CA 95519
 Email: jorlandi755@gmail.com

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

 Jason Orlandi

 Printed Name

 MckBMX Board President

 Title

 Date

 Signature

 Dennis Mayo

 Printed Name

 MCS D Board President

 Title

 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

McKinleyville Community Services District

Park And Recreation Committee

April 15, 2026

TYPE OF ITEM: **ACTION**

ITEM: 10 **Consider Recommendation to the MCSD Board to Approve Changes to Regulation 45 via Ordinance**

PRESENTED BY: **Kirsten Messmer, Parks & Recreation Director**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends the Committee review the information provided, take public comment, discuss, make any edits necessary and make a recommendation to the McKinleyville Community Services District (MCSD) Board of Directors to Approve Changes to Regulation 45 via Ordinance.

Discussion:

The District's Regulation 45 – Permits, Fees and Deposits establishes policies related to facility and park rentals, including associated fees and deposits. These fee and deposit amounts have not been updated since July 1, 2023.

As part of this update, staff is proposing both fee adjustments and minor administrative edits and corrections to improve clarity and usability of the regulation. These proposed revisions are reflected in 2026-01-01 Rules and Regulations – Draft Regulation 45 Changes (**Attachment 1**).

A significant structural change includes removing specific fee and deposit amounts from the body of Regulation 45 and instead placing them into a new Appendix B: Facility & Park Rental Fee Schedule (**Attachment 2**). This change will allow future fee updates to be made more efficiently without requiring a full ordinance amendment to the regulation text.

Staff developed the proposed fee adjustments using the Proposed Facility & Fee Schedule Increases Worksheet (**Attachment 3**), applying this year's Consumer Price Index/Cost of Living Adjustment (COLA) of 2.8% as a baseline. Proposed increases have been rounded where appropriate for administrative ease and consistency.

Alternatives:

Do not take action

Fiscal Analysis:

Updating the facility and park rental fees is intended to help the District keep pace with increasing operational and maintenance costs, including staffing, utilities,

supplies, and general facility upkeep. The proposed 2.8% adjustment aligns with the current COLA and represents a modest increase to support cost recovery.

While the individual fee increases are relatively small, collectively they are expected to generate a slight increase in revenue to the Parks & Recreation Department. This additional revenue will help offset rising costs but is not anticipated to fully cover the total cost.

Relocating the fee schedule to Appendix B will also improve administrative efficiency by allowing future updates to be made more easily, reducing staff time and costs associated with ordinance amendments.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

Attachment 1 - 2026-01-01 Rules and Regulations – Regulation 45 Draft Changes

Attachment 2 - Appendix B: Facility & Park Rental Fee Schedule

Attachment 3 - Proposed Facility & Fee Schedule Increases Worksheet

REGULATION 45 - PERMITS, FEES AND DEPOSITS

Rule 45.01. FACILITY USAGE PERMITS REQUIRED – a valid facility usage permit is required for individuals or organizations to use any indoor facility or any outdoor facility for organized functions, to use any system for amplifying sounds, or to sell or serve alcoholic beverages at an organized function.

Rule 45.01.a. PERMIT TYPE DEFINITIONS - the District shall issue permits based on the following definition of use:

- (a) A "Special Event" shall be defined as use deemed to be non-programmatic with estimated attendance of less than 500 persons and no more than posted capacities at indoor facilities; for which off road and facility parking space is adequate; for which street closures are not required; and for which cancellation of approved vendor programs is not required.
- (b) A "Large Scale Community Event" shall be defined as use deemed to be non-programmatic with estimated attendance of more than 500 persons but no more than posted capacities at indoor facilities or for which off-road and facility parking space is adequate; or for which street closures may be required; or for which cancellation of an approved vendor program is required.
- (c) A "Vendor Contract" shall be defined as use by those individuals approved by the **District Board of Directors Parks & Recreation Director**, offering ongoing programs on a regular basis for no more than twelve months.

Rule 45.02. FACILITY USAGE PERMIT PROCESS - any individuals or organizations seeking issuance of a facility usage permit hereunder shall file a request for permit to use District facilities on the appropriate reservation form provided by the District. All requests must be filed with the District along with the required facility usage deposit, usage fees, proof of appropriate insurance coverage, and fees for other services at least (10) working days prior to the actual event date. The **Parks & Recreation Director**, under direction of the Board, may impose additional conditions for approval.

Rule 45.03. FACILITY USAGE FEES - facility usage fees, as established and adopted by the District Board shall be charged for and must accompany each facility usage permit request required hereunder for said facility usage permit request to be fully and properly executed by the District.

Rule 45.03.a. FEE STRUCTURE DEFINITIONS - the District shall identify the following fee structure definitions when charging customers for use of facilities:

- (a) A "Non-Profit Group" shall be defined as any group or organization which can supply proof of non-profit status via the Internal Revenue Service code. Other Governmental entities shall be considered as falling within the guidelines of this definition.

- (b) A "Vendor" shall be defined as an individual or organization, approved by the ~~District Board of Directors~~ Park & Recreation Director that has a fully executed vendor contract for use of District facilities.
- (c) A "Private Citizen/Business" shall be defined as other potential users not fitting within the "non-profit group" or "vendor" definition.
- (d) A "Commercial Event" shall be defined as an event being held for the purpose of private financial gain for an individual or organization.
- (e) An "Event Host" shall be defined as a District employee who has received training regarding use of District facilities for outside events. Event hosts are required for all events where alcohol is being served and/or sold and events with more than 200 attendees, except those taking place at Azalea Hall concurrently with McKinleyville Senior Center events or at District facilities for those events sponsored by a District approved vendor.
- (f) The "All Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of twelve continuous hours.
- (g) The "Half-Day Rate" shall be defined as a fee charged specifically for use of the Hewitt Room at Azalea Hall and which includes access to the facility for a maximum of six continuous hours.
- ~~(h) The "Off-Peak Use Discount" shall be defined as a 25% discount on hourly rates only which can be applied to the following facilities and hours only: Activity Center- Monday through Friday before 3:00p.m.; Azalea Hall- Sundays and Monday through Thursday after 4:00p.m.~~
- ~~(h) The Facility Use Fees can be viewed in Appendix B: Facility & Park Rental Fee Schedule.~~

~~**Rule 45.03.b. FACILITY USE FEES** - the District shall charge the following rates for use of a District-owned facility for each use specified below:~~

~~ACTIVITY CENTER~~

~~Non-Profit Groups/Vendors ————— \$38.75/hour
Private Citizen/Business ————— \$55.00/hour~~

~~AZALEA HALL-ENTIRE FACILITY~~

~~Non-Profit Groups/Vendors ————— \$67.75/hour
Private Citizen/Business ————— \$90.00/hour~~

~~AZALEA HALL-HEWITT ROOM~~

~~Non-Profit Groups/Vendors ————— \$53.00/hour
Private Citizen/Business ————— \$65.75/hour
All Day Rate ————— \$550.00
Half Day Rate ————— \$332.00~~

Commented [KM1]: This whole section should be an appendix
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AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$19.50/hour
Private Citizen/Business	\$26.00/hour

AZALEA HALL-KITCHEN

All Users	\$19.50/hour
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LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$28.75/hour
Private Citizen/Business	\$31.75/hour

TEEN CENTER-ENTIRE FACILITY

Non-Profit/Vendors	\$73.50/hour
Private Citizen/Business	\$91.00/hour
All Day (12 hr) Rate	\$950.00
Half Day (6 hr) Rate	\$495.00

TEEN CENTER-MULTI-PURPOSE ROOM

Non-Profit/Vendors	\$42.50/hour
Private Citizen Business	\$51.00/hour

TEEN CENTER-MUSIC ROOM

Non-Profit/Vendors	\$27.00/hour
Private Citizen Business	\$34.25/hour
All Day (8 hr) Rate *weekends only	\$222.00

TEEN CENTER-KITCHEN

Private Citizen/Single Use	\$38.00/hour
Non-Profit/Vendor	\$28.75/hour

PARKS

Gazebo Picnic Area	\$58.25/4 hrs
Picnic Pavilion	\$114.00/4 hrs
Special Event	\$174.00/day
*Commercial Events	\$281.00/day
*Requires Facility Host @ \$36.25 per hour unless overtime wages apply	

SPECIAL EVENT SERVICES

Event Staff	\$19.50/hour
Event Setup	
Events with less than 100 persons	\$91.25
Events with 101-200 persons	\$127.50
Events with more than 200 persons	\$159.50

Event Cleanup

Events with less than 100 persons ——— \$159.50

Events with 101-200 persons ——— \$191.00

Events with more than 200 persons ——— \$234.00

Rule 45.03.c. EVENT SERVICES FEES - the District shall charge a fee ~~of \$19.50 as listed in the Appendix B: Facility & Park Rental Fee Schedule~~, per hour for an event host ~~and or commercial event host~~ for those events requiring such a host(s). The minimum charge shall be two hours.

Other events service fees shall be determined each year and are based on the direct expense associated with providing said service. Such event fees shall be established and adopted by the Board.

Rule 45.03.d. RECREATION PROGRAM FEES - the District shall charge participants program fees based on the direct expenses associated with each individual program. Program fees shall be determined each year and as programs are added to the Department's current services index. Program fees shall be adopted by the Board within two months of the inception or change of fees.

Rule 45.04. DEPOSIT - a facility usage deposit, as established and adopted by the District Board must accompany each facility usage permit request for any facility usage permit required hereunder. The facility usage deposit shall be refunded to the applicant within fifteen working days if the facility is restored to pre-use conditions. If District cleanup is required to restore the facility to pre-use conditions or damage is noted to the facility, any refund will be less the expense associated with returning the facility to pre-use conditions.

Rule 45.04.a. FACILITY USE DEPOSIT FEES - the District shall charge a ~~\$100~~ deposit ~~as defined in the Appendix B: Facility & Park Rental Fee Schedule~~ for events which qualify and are defined as special events. The District shall charge a ~~\$200~~ deposit ~~as defined in Appendix B: Facility & Park Rental Fee Schedule~~ for events ~~in which alcohol is served and/or sold which qualify and are defined as large-scale community events.~~

Rule 45.05. INSURANCE – a facility usage permit request shall not be considered fully executed unless the individual or organization seeking issuance of a facility usage permit obtains and furnishes liability coverage for the event which is acceptable to the District. The Parks & Recreation Director may impose additional conditions for approval.

Rule 45.06. PERMITS FOR USE OF FACILITIES - the District shall only grant a facility usage permit for organized use of a facility when each of the following findings can be made:

- (a) The requested area of the recreation and parks system for which the facility is located within is available during the period for which the facility usage permit is requested:

- (b) The expected attendance does not exceed the capacity of the facility or area.
- (c) The use for which the facility usage permit is sought complies with the use established for the facility or area requested.

Rule 45.07. USE OF SOUND AMPLIFICATION SYSTEM - the District shall only grant permission for use of any sound amplification system when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of a sound amplification system must file, with the District, a facility usage permit request for the facility in which use of the sound amplification system is requested.
- (b) The sound amplification system proposed will not unduly inconvenience or disturb neighboring properties or other recreation and parks system facility users.
- (c) The maximum noise from use of the sound amplification system complies with Humboldt County’s Noise Regulations.
- (d) The use for which permission is sought complies with the use established for the facility or area requested.

~~For those events at which sound amplification systems are utilized, the following requirements shall also be required:~~

- ~~(a) A District supervisor will be assigned to be present throughout the event.~~

Rule 45.08. SALE OR SERVICE OF ALCOHOLIC BEVERAGES - the District shall only grant permission for sale or service of alcoholic beverages when each of the following findings can be made:

- (a) The individual or organization seeking permission for sale or service of alcoholic beverages must file, with the District, a facility usage permit request for the facility in which the sale of alcoholic beverages is requested;
- (b) If applicable, the individual or organization seeking permission has a valid permit from the Alcohol Beverages Commission to sell alcohol;
- (c) If applicable, the individual or organization seeking permission has secured outside security services;
- (d) The use for which permission is sought complies with the use established for the facility or area requested.

For those events at which alcohol is served or sold, the following requirements shall also be required:

- (a) A District ~~supervisor~~ event host will be assigned to be present throughout the event;
- (b) Facilities may be rented for events where alcoholic beverages are served only as an incidental component of a broader event purpose, such as a meal, reception, or fundraising activity.
- Events in which the consumption of alcoholic beverages is the primary or principal activity are prohibited.
- Fundraising tasting events that include both food and alcoholic beverage sampling may be permitted, provided that:

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- a. ~~The event includes substantial food service or food tastings as a central component;~~
 - b. ~~Alcohol service is ancillary to the overall event purpose and not the sole or primary attraction;~~
 - c. ~~All applicable licenses, permits, and insurance requirements are obtained; and~~
 - d. ~~Alcohol is served in compliance with all local, state, and District regulations.~~
- ~~(b)(c) Facilities will not be rented for events at which the consumption of alcoholic beverages will be a principal activity.~~

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The Parks & Recreation Director has the authority to impose additional conditions as a requirement for issuance of a fully executed Special Event Reservation Form and Permit or Community Event Reservation Application and Permit.

Rule 45.09. USE OF DISTRICT-OWNED EQUIPMENT - the District shall make available to individuals or organizations recreation-related equipment, which can be utilized for outdoor use. District shall only grant permission for use of District-owned equipment when each of the following findings can be made:

- (a) The individual or organization seeking permission for use of District-owned equipment must be requesting said equipment in conjunction with an event at a District facility which is being sponsored by the individual or organization;
- (b) The Individual or organization must file, with the District, a facility usage permit request for the facility in which the equipment will be utilized;
- (c) The requested equipment is available during the period for which use of the equipment is requested;
- (d) The individual or organization requesting use of MCSD-owned equipment furnishes the District with appropriate liability coverage.

Rule 45.10. APPEALS - an appeal of the action of District staff on any Facility Use Permit pursuant to this regulation must be in writing and filed by or on behalf of the individual or organization seeking the facility usage permit, within (10) days after the action of District staff on the facility usage permit request. The appeal shall set forth in detail the factual and legal basis of the appeal. The Board of Directors shall consider and act on the appeal within forty-five (45) days after the appeal is filed. The individual or organization filing the appeal shall be entitled to submit oral or written evidence to the Board in support of the appeal. Action of the Board of Directors on the appeal shall be final.

McKinleyville Community Services District Rules & Regulations

Appendix B: Facility & Park Rental Fee Schedule

FACILITY USE DEPOSITS

Events without Alcohol	\$250
Events with Alcohol	\$500

ACTIVITY CENTER

Non-Profit Groups/Vendors	\$39.75/hour
Private Citizen/Business	\$56.50/hour

AZALEA HALL-ENTIRE FACILITY

Non-Profit Groups/Vendors	\$69.50/hour
Private Citizen/Business	\$92.50/hour

AZALEA HALL-HEWITT ROOM

Non-Profit Groups/Vendors	\$54.50/hour
Private Citizen/Business	\$67.50/hour
All Day Rate	\$565.00
Half Day Rate	\$341.00

AZALEA HALL-MEETING ROOM

Non-Profit Groups/Vendors	\$20.00/hour
Private Citizen/Business	\$26.75/hour

AZALEA HALL-KITCHEN

All Users	\$20.00/hour
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LIBRARY CONFERENCE ROOM

Non-Profit Groups/Vendors	\$29.50/hour
Private Citizen/Business	\$32.50/hour

TEEN CENTER-ENTIRE FACILITY

Non-Profit/Vendors	\$75.50/hour
Private Citizen/Business	\$93.50/hour
All Day (12 hr) Rate	\$975.00
Half Day (6 hr) Rate	\$508.00

TEEN CENTER-MULTI PURPOSE ROOM

Non-Profit/Vendors	\$43.75/hour
Private Citizen Business	\$52.50/hour

TEEN CENTER-MUSIC ROOM

Non-Profit/Vendors	\$27.75/hour
Private Citizen Business	\$35.25/hour
All Day (8 hr) Rate *weekends only	\$228.00

TEEN CENTER-KITCHEN

Private Citizen/Single Use	\$39.00/hour
Non-Profit/Vendor	\$29.50/hour

PARKS

Gazebo Picnic Area	\$60.00/4 hrs
Picnic Pavilion	\$117.00/4 hrs
Special Event	\$179.00/day
Commercial Events*	\$289.00/day

**May Require a Commercial Event Host*

Park Restroom Key Deposit**	\$50
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****Cash or Check ONLY**

SPECIAL EVENT SERVICES

Event Host	\$20.00/hour
Commercial Event Host	\$37.25/hour

Event Setup

Events with less than 100 persons	\$93.75
Events with 101-200 persons	\$131.00
Events with more than 200 persons	\$164.00

Event Cleanup

Events with less than 100 persons	\$164.00
Events with 101-200 persons	\$161.50
Events with more than 200 persons	\$240.50

	2025-26	Proposed for							
	Hrly Rates	2026-27		1%	1.50%	2%	2.50%	3%	5%
ACTIVITY CENTER									
Public/Business Rate	\$ 55.00	\$ 56.50	\$	55.55	\$ 55.83	\$ 56.10	\$ 56.38	\$ 56.65	\$ 57.75
Non-profit/vendor	\$ 38.75	\$ 39.75	\$	39.14	\$ 39.33	\$ 39.53	\$ 39.72	\$ 39.91	\$ 40.69
AZALEA HALL-ENT.BLDG									
Public/Business Rate	\$ 90.00	\$ 92.50	\$	90.90	\$ 91.35	\$ 91.80	\$ 92.25	\$ 92.70	\$ 94.50
Non-profit/vendor	\$ 67.75	\$ 69.50	\$	68.43	\$ 68.77	\$ 69.11	\$ 69.44	\$ 69.78	\$ 71.14
AZALEA HALL-HEWITT ROOM									
Public/Business Rate	\$ 65.75	\$ 67.50	\$	66.41	\$ 66.74	\$ 67.07	\$ 67.39	\$ 67.72	\$ 69.04
Non-profit/vendor	\$ 53.00	\$ 54.50	\$	53.53	\$ 53.80	\$ 54.06	\$ 54.33	\$ 54.59	\$ 55.65
All Day (12 hr) Rate	\$ 550.00	\$ 565.00	\$	555.50	\$ 558.25	\$ 561.00	\$ 563.75	\$ 566.50	\$ 577.50
Half Day (6 hr) Rate	\$ 332.00	\$ 341.00	\$	335.32	\$ 336.98	\$ 338.64	\$ 340.30	\$ 341.96	\$ 348.60
AZALEA HALL-MEETING ROOM									
Public/Business Rate	\$ 26.00	\$ 26.75	\$	26.26	\$ 26.39	\$ 26.52	\$ 26.65	\$ 26.78	\$ 27.30
Non-profit/vendor	\$ 19.50	\$ 20.00	\$	19.70	\$ 19.79	\$ 19.89	\$ 19.99	\$ 20.09	\$ 20.48
AZALEA HALL-KTICHEN									
All Users	\$ 19.50	\$ 20.00	\$	19.70	\$ 19.79	\$ 19.89	\$ 19.99	\$ 20.09	\$ 20.48
LIBRARY CONFERENCE ROOM									
Public/Business Rate	\$ 31.75	\$ 32.50	\$	32.07	\$ 32.23	\$ 32.39	\$ 32.54	\$ 32.70	\$ 33.34
Non-profit/vendor	\$ 28.75	\$ 29.50	\$	29.04	\$ 29.18	\$ 29.33	\$ 29.47	\$ 29.61	\$ 30.19
TEEN CENTER-ENTIRE BLDG									
Public/Business Rate	\$ 91.00	\$ 93.50	\$	91.91	\$ 92.37	\$ 92.82	\$ 93.28	\$ 93.73	\$ 95.55
Non-profit/vendor	\$ 73.50	\$ 75.50	\$	74.24	\$ 74.60	\$ 74.97	\$ 75.34	\$ 75.71	\$ 77.18
All Day (12 hr) Rate	\$ 950.00	\$ 975.00	\$	959.50	\$ 964.25	\$ 969.00	\$ 973.75	\$ 978.50	\$ 997.50
Half Day (6 hr) Rate	\$ 495.00	\$ 508.00	\$	499.95	\$ 502.43	\$ 504.90	\$ 507.38	\$ 509.85	\$ 519.75
TEEN CENTER-MULTI PURPOSE RM									
Public/Business Rate	\$ 51.00	\$ 52.50	\$	51.51	\$ 51.77	\$ 52.02	\$ 52.28	\$ 52.53	\$ 53.55
Non-profit/vendor	\$ 42.50	\$ 43.75	\$	42.93	\$ 43.14	\$ 43.35	\$ 43.56	\$ 43.78	\$ 44.63
TEEN CENTER-MUSIC ROOM									
Public/Business Rate	\$ 34.25	\$ 35.25	\$	34.59	\$ 34.76	\$ 34.94	\$ 35.11	\$ 35.28	\$ 35.96
Non-profit/vendor	\$ 27.00	\$ 27.75	\$	27.27	\$ 27.41	\$ 27.54	\$ 27.68	\$ 27.81	\$ 28.35
All Day (8 hr) Rate*	\$ 222.00	\$ 228.00	\$	224.22	\$ 225.33	\$ 226.44	\$ 227.55	\$ 228.66	\$ 233.10
*available weekends only									
TEEN CENTER-KITCHEN									
All Users	\$ 38.00	\$ 39.00	\$	38.38	\$ 38.57	\$ 38.76	\$ 38.95	\$ 39.14	\$ 39.90
	\$ 28.75	\$ 29.50	\$	29.04	\$ 29.18	\$ 29.33	\$ 29.47	\$ 29.61	\$ 30.19
PARKS									
Pierson Park Gazebo Picnic Area	\$ 58.25	\$ 60.00	4 hrs	\$ 58.83	\$ 59.12	\$ 59.42	\$ 59.71	\$ 60.00	\$ 61.16
Pierson Park Pavilion	\$ 114.00	\$ 117.00	4 hrs	\$ 115.14	\$ 115.71	\$ 116.28	\$ 116.85	\$ 117.42	\$ 119.70
Hiller Park Picnic Area	\$ 58.25	\$ 60.00	4 hrs	\$ 58.83	\$ 59.12	\$ 59.42	\$ 59.71	\$ 60.00	\$ 61.16
Special Event	\$ 174.00	\$ 179.00	daily	\$ 175.74	\$ 176.61	\$ 177.48	\$ 178.35	\$ 179.22	\$ 182.70
Commercial Event*	\$ 281.00	\$ 289.00	daily	\$ 283.81	\$ 285.22	\$ 286.62	\$ 288.03	\$ 289.43	\$ 295.05
Commercial Event Staff (*Required)	\$ 36.25	\$ 37.25	per hr.	\$ 36.61	\$ 36.79	\$ 36.98	\$ 37.16	\$ 37.34	\$ 38.0625
SPECIAL EVENT SERVICES									
Event Staff	\$ 19.50	\$ 20.00	per hr.	\$ 19.70	\$ 19.79	\$ 19.89	\$ 19.99	\$ 20.09	\$ 20.48
Set-Up									
Events with less than 100 people	\$ 91.25	\$ 93.75	\$	92.16	\$ 92.62	\$ 93.08	\$ 93.53	\$ 93.99	\$ 95.81
Events with 101-200 people	\$ 127.50	\$ 131.00	\$	128.78	\$ 129.41	\$ 130.05	\$ 130.69	\$ 131.33	\$ 133.88
Events with more than 200 people	\$ 159.50	\$ 164.00	\$	161.10	\$ 161.89	\$ 162.69	\$ 163.49	\$ 164.29	\$ 167.48
Clean-Up									
Events with less than 100 people	\$ 159.50	\$ 164.00	\$	161.10	\$ 161.89	\$ 162.69	\$ 163.49	\$ 164.29	\$ 167.48
Events with 101-200 people	\$ 191.00	\$ 196.50	\$	192.91	\$ 193.87	\$ 194.82	\$ 195.78	\$ 196.73	\$ 200.55
Events with more than 200 people	\$ 234.00	\$ 240.50	\$	236.34	\$ 237.51	\$ 238.68	\$ 239.85	\$ 241.02	\$ 245.70

D-Street Comm. Ctr Arcata-
\$192.00 up to 3hrs (=\$64/hr)
488.00 for 4-5 hrs (= \$122 to \$97.60 / hr)
\$644.00 over 5 hours (= \$107.00/hr at 6 hrs
\$64.40/hr at 10hrs)

Arcata Comm Ctr-Teen Rm & Arts Rm
(Capacity of 50)
\$71.00/hr
\$182.00 for 4-5 hrs (\$45.50 - \$36.40 / hr)
\$245.00 over 5 hours (\$40.80/hr at 6 hrs.
\$24.49/hr at 10hrs)

Arcata Comm Ctr-Sr. Dining Rm & kitchen
(occ 96 at tables-122 just seats)
\$354.00 up to 3 hrs (\$118.00 / hr)
\$514.00 4-5hrs (\$128.50- \$102.80 / hr)
\$643.00 over 5 hours (= \$107.16/hr at 6 hrs
\$64.30/hr at 10hrs)

Adorni Center Gymnasium-
\$330 for first 3 hours, \$125 per hour after
(=\$110 per hour)

Wharfinger Bldg-Great room 2,100 sq ft
\$600-\$630 for 10 hrs
\$720-\$760 for 11-14 hrs

Arcata Vets Great Hall-occupancy 240
\$65/hr

Arcata Vets Dining Hall-occupancy 199
\$55/hr

Arcata Vets Meeting Room -occup. 35 (fees
same for Kitchen)
\$40/hr

Arcata Vets Whole Day rental Whole Bldg
only)
\$1400 (\$1000 nonprofit)

HILLER SPORTS SITE

Turf Field
Ball Field
Youth Serving Org. Rate
Per hour Field Prep fees
Concession Stand Weekday
Concession Stand Weekend

Hiller Sports Site fee increases will be discussed with all Youth Serving Organizations which currently have a facility use agreement with MCSD. Regionally, municipalities are giving youth serving organizations a 50% reduction in fees for field use.