



**REGULAR BOARD OF DIRECTORS MEETING**  
**CV Starr Community Center**  
**300 South Lincoln Street**  
**Fort Bragg, CA. 95437**  
**Wednesday, March 15, 2023**  
**5:30 P.M.**

**AGENDA**

**1.0 CALL TO ORDER**

Call to order and roll call

**2.0 APPROVAL AND ADOPTION OF AGENDA**

Items to be removed from or changes to the agenda should be done at this time

**3.0 PUBLIC PARTICIPATION-NON AGENDA ITEMS**

A maximum of 3 minutes is reserved for members of the public to address the Board on items not listed on the agenda and a total time for public input on a particular issue is limited to 20 minutes (Government Code 54954.3). The Board is prohibited from discussion or taking action on matters not on the agenda, but may briefly respond or ask a question for clarification (Government Code 54954.2).

**4.0 STAFF REPORTS:**

- 4.1 Administrative Report (Moneque Wooden) (p.3)
- 4.2 Maintenance Report (Paul Kelley) (p.4)
- 4.3 Guest Services Report (Carly Wells) (p.5-6)
- 4.4 CVSCC Recreation Services Report (Kim Ramey) (p.7)
- 4.5 MCRPD Recreation Services Report (Ellie Collins) (p.8)

**5.0 OTHER REPORTS:**

- 5.1 Friends of MCRPD
- 5.2 South Coast
- 5.3 MECCA
- 5.4 Mendocino Coast Botanical Gardens
- 5.5 Personnel Committee
- 5.6 Regional Park Committee
- 5.7 District Services Committee
- 5.8 Finance Committee
- 5.9 Board of Directors

Each DISCUSSION/ACTION item consists of the following steps to be carried out by the Board Chair in the subsequent order. 1) Announces agenda item by number and states the subject. 2) Staff and advisory committee reports. 3) Receive Board questions and requests for clarification 3) Receive public comments. 4) Motion and second from

the Board. 5) Moderates a discussion of the item until a final motion is ready for a vote or other disposition

**6.0 DISCUSSION/ACTION**

- 6.1 Purchase Agreement Highway 20; Regional Park Property (p.9-45)
- 6.2 MCRPD FY2022-2023 Mid-Year Budget (p.46-55)
- 6.3 Introduction of Sea Dragons and their program
- 6.4 MCRPD’s future with obtaining state grants. (p.56)

**7.0 CONSENT CALENDAR**

All items under the consent calendar will be acted upon in one motion unless a board member requests that an individual item be taken up under DISCUSSION/ACTION (p.57-68)

- 7.1 Approval of minutes for board meetings and standing committees: 02-15-2023  
Finance Committee Meeting Minutes, 02-15-2023
- 7.2 Approval of financial documents, as recommended by the Finance Committee: MCRPD financial statement, January 2023; MCRPD check register, January 2023

**8.0 ADJOURNMENT** – Next MCRPD Regular Board of Directors Meeting will be held on April 19, 2023, at 5:30pm; tentative location – Botanical Gardens

**NOTICE TO THE PUBLIC**

All disabled persons requesting disability related modifications for accommodations including auxiliary aids or service may make such a request to ensure full participation in a MCRPD public meeting. Such a request should be made to Moneque Wooden, District Administrator, 300 South Lincoln St., Fort Bragg, CA 95437.

*PLEASE NOTE:* District agendas are posted at least 72 hours in advance of Regular Board of Director’s meetings at the District Office, C. V. Starr Community Center, 300 South Lincoln Street, Fort Bragg, California and at mendocoastrec.org. District agendas are emailed to individuals upon request and to the Fort Bragg Advocate and Mendocino Beacon at least 72 hours in advance of regular meetings.

## Administrative Report

Submitted by Moneque Wooden, District Administrator

March 2023

The end of February and the month of March have been dedicated to fiscal mid-year work for me. Staff and I have had many meetings to go over budget for both MCRPD and the CV Starr Center. We also met with the City's finance team to put together figures for the CV Starr Center mid-year report. Fort Bragg City Council along with CV Starr Staff and MCRPD Board will hold their annual mid-year budget meeting on March 15, 2023. MCRPD's FY 2022-2023 mid-year budget report will be presented later that evening.

After months of negotiating back and forth between the City of Fort Bragg, West America Bank and MCRPD's legal counsel, the final agreement is ready for approval.

I would like to remind all Board members, if you haven't already returned to me your code of conduct, conflict of interest paperwork along with your 700 form, please do so, by no later than March 27, 2023. Also please let me know if you need me to resend you the link for your online anti-harassment training. This too should be completed by the end of the month.

Finally, the best news of all. The CV Starr Center will be opening on Fridays with limited hours. We have finally gotten to where we can successfully staff the "dry" side. Unfortunately, at this time we continue to struggle with securing enough trained lifeguards to open up the pools. The Gym along with the other rooms will be open from 9am – 2pm. During this time we will be able to offer three different fitness classes. This is welcoming news for all.

Friday, April 7, 2023 is the big day !!

C.V. STARR COMMUNITY CENTER  
MAINTENANCE REPORT  
March 9, 2023  
SUBMITTED BY Paul Kelley

A very cold winter.

I won't say this to loud, the maintenance department here at the center is very happy with the center and how well our equipment is holding up to this very cold and wet winter. Like most people on the coast, we watch the weather very closely. After listening to a few different weather sources that predicted a very cold and wet winter, we decided to take a little extra precaution to protect vulnerable equipment this summer and it paid off big time. The center has made it through a few very big storms this winter and with the help of a very dedicated staff has pulled through all of them in great shape. Winter is not over yet, but we will continue to protect the center to the best of our ability.

UV replacement project: We are happy to report we have received all three quotes for this project and have submitted the quotes to the city for their review. The city now has a contractor to do this project it is now in the planning stages.

VFD project: All quotes have been received and have been submitted to the city for this project. We have recently learned that the city has picked a local electrical contractor to do the project but because of shipping issues he will not be receiving some of the equipment need for the project for several weeks.

Domestic boiler Project: we now have received all quotes for our domestic boiler and holding tank replacement project, all quotes have been submitted to the city for review.

Air handling units: Our HVAC units that supply air flow to the natatorium are aging and need to be replaced in a few years. The salt air is starting to take its toll on the internal structure of the units. A conversation about repairing and replacing both units has started. We have recently learned that this replacement process could take up to two years. One of the most important parts of the unit is the Heat exchanger, thankfully both of ours are in very good shape and should last until the units are replaced.

New Comp pool boiler: Well, our new Competition pool boiler bearing started failing after 10 months, so we reached out to the company that installed the boilers as soon as we found the leak, they responded to us almost immediately. We then coordinated a repair date within a week the bearing and seal was replaced.

And as always, maintenance staff will continue to keep an eye on all aspects of the center and continue to provide a clean well-maintained facility for all to enjoy.

Paul Kelley  
Maintenance Supervisor

C. V. Starr Community Center  
Mendocino Coast Recreation and Park District  
707-964-9446 .104

## Guest Services Report

Submitted by Carly Wells, Administrative Services Supervisor

March 2023

The month of February has proven itself to be eventful for the swim teams. February 6<sup>th</sup> was not only Registration Day for our enrichment activities, but it was also the first day that the Fort Bragg and Mendocino High School swim teams would start up their practices in the lap pool. We've provided evening lap pool schedules at the front desk for swimmers to pick up to make them aware of times the pool will be open and closed due to the practices being held; and on February 16<sup>th</sup> they held their first home meet at the center increasing foot traffic at the center.

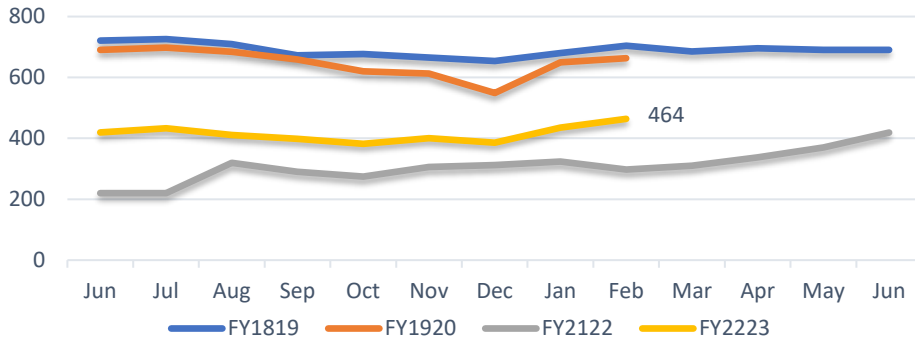
Over the FBUSD Mid-Winter Break we were able to offer Swim/Slide/Splash from 1pm to 4pm to the public and uninterrupted lap swimming in the evenings until 6:30pm due to the swim teams not practicing during their break. KUDOS has purchased 100 passes for early release swim we can anticipate them being used every week.

The Mendocino Coast Children's fund reached out to us informing us that were happy to offer full scholarships for anyone that was interested in signing up for the Water Safety Aid class. This easily picked up momentum and were almost able to get a full class thanks to their generosity. We have 6 students sponsored by the MCCF.

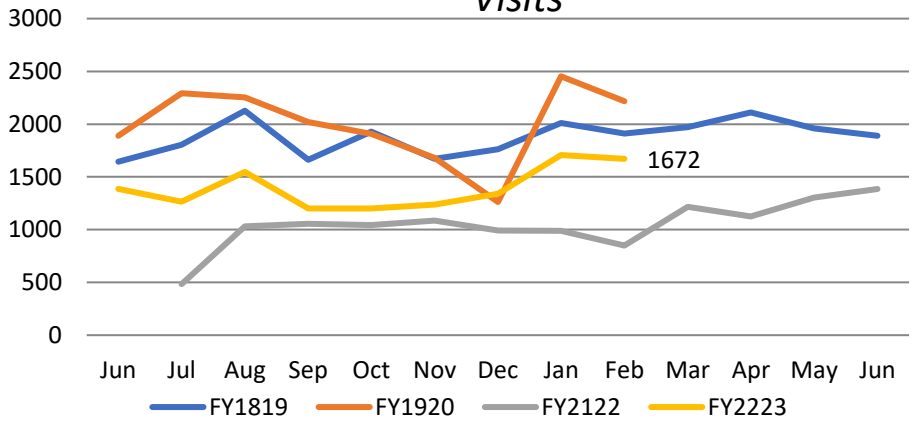
This month was very popular with birthday parties being held on the weekends; we had seven parties overall and even had a waiting list started for some of the days that were booked. We also had an all-day rental by the Mendocino Mermaids that was held on the last Saturday of the month.

Great news! We are planning on opening up the dry side of the facility on Fridays! We will be open from 9am to 2pm, with a couple of fitness classes added to the mix. We've already started advertising the announcement on Facebook and will be putting the news in our next Recreational Activities Guide for April through June to further spread the word. Our Rec. Guide will be marketed two weeks prior to the next Registration Day on April 3<sup>rd</sup>.

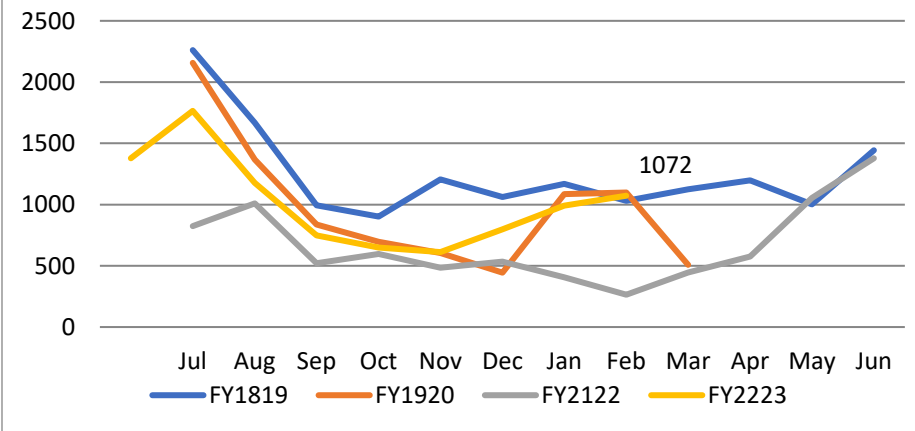
### Active Memberships (not including Punch Pass Style or Silver Sneakers/ Renew Active)



### Silver Sneakers, Prime and Renew Active Visits



### Day Passes Sold



Recreation Services Report  
March 2023

Submitted by Kimberly Ramey, Recreation Supervisor

Enrichment: Swim lessons continue to fill up and registration is competitive. Most parents and guardians voice to me how calling in at 6am is quite the feat. I hope to grow our WSI program in the future to better serve the demand. We offered our annual Father Daughter Dance with a total of 46 participants. This popular event continues to be a hit and this year even with an increased fee we were able to easily hit our minimum. We are looking at the possibility of providing a country themed Family Dance in the Summertime. We have offered family dances in the past that have not had enough attendance to run but with hopes doing a theme, it may gain traction. Our Water Safety Aide class is off to a great start with six total participants. This class gives pre-teens and teens not quite old enough for the lifeguarding a course a chance to get their feet wet and get a glimpse at what Lifeguards do on a day-to-day basis. We are excited for the future of this program and hope it will get kids excited about lifeguarding. Our Dance classes continue to hit the minimum for registration including the combo class. Our Second-grade swim program is moving right along with a total of two class sessions taught thus far. I have currently been in communication with the south coast to see if we can get them up to participate in September.

Fitness: Spin classes have been packed with the current weather pushing folks indoors to get their cycling on. One class last week had all bikes in use! Our Senior exercise class continues to be the most popular with 28 students in attendance! We will be opening our "Dry Side" on Fridays in April and will be offering three additional classes including the senior fitness class. The other two are Zumba and yoga. Our Coordinator Zach has been training to teach Aqua Aerobics and had his first class last week. We are excited to see him grow in his teaching abilities and having him be able to take on more classes. Overall, fitness classes have been growing and or staying steady in attendance. Our personal trainings have been increasing as well, averaging about nine per week. Our Fitness department is doing well, and I feel attendance is staying the same as our pre-pandemic numbers.

Aquatics: Aquatics has been running smooth considering how short staffed we are. I have been spending many hours on the pool deck to alleviate some of the stress. Our coordinators have been spending many hours on the deck as well. I did just teach a Lifeguarding class. We had five signed up and coached two before the class to be able to pass the pre-requisite. Unfortunately, only one passed that was willing to work for us and after that individuals first day they had decided that lifeguarding was not for them. We will be looking into creative ways to outreach to the High School and college to attract potential guards for the summer. I am extremely proud of the team we have as we had two rescues during the Kudos early release swim time and both incidents were mitigated immediately with swift response of our Lifeguards. We have also implemented an arm band system to easily identify the swimmers in this large group from non-swimmers.

## MCRPD Recreation Services Report

March 2023

Our MCRPD Programs are going great again this month! We wrapped up our Coast Youth Basketball Program last month on February 18<sup>th</sup>, with 6 very close games! The program was a great success overall with 125 participants and 12 teams. We are so thankful to all our volunteer coaches who did an awesome job and made the program so great.

We held the annual Father Daughter Dance at the Old Rec Gym and that was a great success as well with a total of 46 participants! We are currently looking into doing a Family Dance in the summertime that is Country Themed.

Hoopstars in Fort Bragg kicked off on Saturday March 4<sup>th</sup>, with a total of 30 kids between Kindergarten-5<sup>th</sup> Grade! Our instructor, Tati, has lots of great skill practices set up for the kids to learn about the game of basketball throughout the program. We also have a high school basketball player that is volunteering for the program to give back to the community as he once participated in Hoopstars when he was just learning! We are also so appreciative to Fort Bragg High School for allowing us to use their gym space all month for this awesome program. We did attempt to have Hoopstars on the South Coast as well, but unfortunately, we got zero kids signed up and had to cancel that program.

CO-ED Softball will be starting this month on March 26<sup>th</sup>, and we are hopeful that we will get 6 teams this year, which would be great as last year we only had a total of 4 teams. We are looking forward to the program starting and getting back outside!

As always, we are working on creating some new programs for the spring and summer! We are looking into getting a liquor license so we can start having some Sip & Paint classes, which are widely popular right now and would be a great addition to our current programs. We are also working with the South Coast to try and create some new classes/programs that would benefit their community.

We want to again thank the school districts for their support and participation in our programs by letting us use their facilities, and we are looking forward to another great month of MCRPD programs!

Submitted by Ellie Collins, Recreation Coordinator



AGENDA ITEM SUMMARY

AGENDA ITEM:

6.1 Final Agreement - Sale of Highway 20; Regional Park Property

PREPARED BY:

Moneque Wooden, District Administrator

ATTACHMENT(S):

Resolution 23-01

Agreement for Acquisition of Real Property & Escrow Instructions

MCRPD District Title Report

Certificate of Acceptance

EXPLANATION:

On July 12, 2022, MCRPD Board members held a strategic 5-year planning session. During this workshop the future of the District's property located at 30900 W State Highway 20; 19671 Summers Lane, Fort Bragg, CA 95437 was discussed. At that time all board members present agreed to move forward with trying to sell the property. On September 21, 2022, at the Regular Board of Directors Meeting a closed session was held to discuss the price and terms of selling the property to the City of Fort Bragg. At the end of the closed session, Board Chair Barbara Burkey reported that all Board members agreed to move forward with the sale of the property.

After several months of negotiation between West America Bank, the City of Fort Bragg and MCRPD's legal counsel a final agreement was agreed upon. Attached is the final Agreement for Acquisition of Real Property & Escrow Instructions for the sale of Highway 20; Regional Park Property. Escrow is set to close on or before March 31, 2023.

FISCAL IMPACT:

MCRPD will be relieved of an \$3,733,854.73 (as of November 1, 2022) debt.

ALTERNATIVES:

None as the Board already agreed to move forward with the Sale of the property at its September 21, 2022, Board meeting.

MOTION:

*(This motion language is provided only as sample language for the recommended action. It is the sole determination of the individual members of the board as to whether this language is used.)*

I **move** to approve Resolution 23-01, Authorizing Agreement for Acquisition of Real Property & Escrow Instructions for the sale of Highway 20; Regional Park Property

Motion made by (Board Member): \_\_\_\_\_

Second made by (Board Member): \_\_\_\_\_

Discussion

Vote

Carried?

Yes

No

Unanimous

By majority

Voted against: \_\_\_\_\_

Abstained: \_\_\_\_\_

**Resolution 23-01 of the Board of Directors of the Mendocino Coast Recreation and Parks District.**

WHEREAS, at a duly noticed meeting of the Board of Directors of the Mendocino Coast Recreation and Parks District the Board of Directors held on March 15, 2023 has determined that it is in the best interest of the District to sell the real property located in the County of Mendocino identified as Assessor’s Parcel Nos. 019-070-07-00, 019-070-010-00, 019-070-11-00, 019-080-14-00, 019-080-16-00 and 019-080-23-00 (the “Property”) to the City of Fort Bragg, and

WHEREAS, the Board of Directors has reviewed the proposed sale to the City of Fort Bragg and has determined that the terms of the sale are fair and reasonable to the District;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors is authorized and does hereby authorize and approve the sale of the Property on the terms and conditions set forth in the Agreement for Acquisition of Real Property and Escrow Instructions dated March 27, 2023;

BE IT FURTHER RESOLVED that any one officer of the Board of Directors of the District is authorized and directed to execute any and all documents, instruments, and agreements necessary or incidental to the sale of the Property, including the Purchase and Sale Agreement and any necessary closing documents;

BE IT FURTHER RESOLVED that the officers of the District are authorized to take any and all actions necessary or appropriate to effectuate the sale of the Property, including making any changes to the terms and conditions of the sale that the officers deem necessary or appropriate;

BE IT FURTHER RESOLVED that the officers of the District are authorized to take such other actions as they deem necessary or appropriate to carry out the purposes of this resolution.

**Mendocino Coast Recreation and Parks District**

By \_\_\_\_\_  
Barbara Burkey, Chair

Present for Meeting:

Barbara Burkey-Board Chair \_\_\_ Yes \_\_\_No Angela Dominguez \_\_\_ Yes \_\_\_No  
Bob Buchansky-Vice Chair \_\_\_ Yes \_\_\_No Kylie Felicich \_\_\_ Yes \_\_\_No  
John Huff \_\_\_ Yes \_\_\_No

**AGREEMENT FOR ACQUISITION OF REAL PROPERTY  
& ESCROW INSTRUCTIONS**

**THIS AGREEMENT** (“Agreement”) is entered into this 27th day of March 2023, by and between the MENDOCINO COAST RECREATION AND PARKS DISTRICT (“Seller”) and the CITY OF FORT BRAGG (“Agency”), for acquisition by Agency of certain real property described below. Seller and Agency shall be hereinafter jointly referred to as the parties.

RECITALS

- A. Seller is the owner of certain real property located in the County of Mendocino identified as Assessor’s Parcel Nos. 019-070-07-00, 019-070-010-00, 019-070-11-00, 019-080-14-00, 019-080-16-00 and 019-080-23-00 (the “Property”), which is described in greater detail in the document attached hereto as Exhibit “A,” incorporated herein by this reference.
- B. The Property is currently encumbered by several leases and subleases which Seller will clear from title prior to the close of Escrow. Seller intends to use the proceeds from this Purchase Agreement to clear these encumbrances.
- C. Seller desires to sell the Property and Agency desires to purchase all of Seller’s rights, title, and interest in the Property, on the terms and conditions set forth in this Agreement.

UPON ACCEPTANCE BY SELLER AND AGENCY, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

PURCHASE AGREEMENT

- 1. **Incorporation of Recitals.** The Recitals above are true and correct and incorporated into this agreement by this reference.
- 2. **Agreement to Sell and Convey.** As of the Effective Date of this Agreement, Seller agrees to sell and convey to Agency, and Agency agrees to purchase from Seller, subject to the Permitted Exceptions, all of Seller’s right, title, and interest in all rights, privileges, easements, appurtenances uses or in connection with the Property, upon the terms and for the consideration set forth in this Agreement.
- 3. **Effective Date.**

The effective date of this Agreement (the “Effective Date”) shall be March 27, 2023, which is the date this Agreement is executed by the authorized officers of both Seller and Agency.

- 4. **Purchase Price.** The total purchase price for the Property, payable in cash through escrow, shall be the sum of **Two Million Four Hundred Twenty Thousand Five Hundred Seventy-Nine Dollars (\$2,420,579.00)** (the “Purchase Price”). The Purchase

Price is all-inclusive of Seller's entire interest in the Property, all of Seller's maintenance and related equipment associated with the Property including approximately 40 Spypoint gaming cameras, and any rights and obligations which exist or may arise out of the acquisition of the Property.

5. **Conveyance of Title.** Seller agrees to convey by Grant Deed to Agency marketable fee simple title to the Property, free and clear of all recorded and unrecorded liens, encumbrances, assessments, easements, leases, subleases and taxes, EXCEPT, if any, Permitted Exceptions as defined in Section 6 below. Seller further agrees to convey a general assignment in the form of Exhibit "C" attached hereto (the "General Assignment"), duly executed by Seller; (iii) A California Natural Hazard Disclosure Statement in accordance with California Civil Code Section 1102;
6. **Title Report.** Seller has provided Agency with copies of all documentation reflecting recorded or unrecorded liens, easements, leases or other encumbrances against the Property, together with other property-related documents or information Agency may reasonably request concerning the Property. Agency will, at Agency's own cost, acquire a comprehensive preliminary title report ("PTR") from a title company licensed by the California Department of Real Estate, identifying all recorded liens, easements and other encumbrances against the Property as of the date of the report.

Agency will have the right to disapprove any exception or other title defect that causes title to Property to be unmerchantable or which constitutes a monetary or other substantial encumbrance; provided, that notice of such disapproval specifying the exception or defect shall have been given to Seller not later than ten (10) days after the Effective Date. "Permitted Exceptions" shall mean: the specific exceptions listed in the PTR and such other title and survey exceptions as Agency has approved or may approve in writing, in Purchaser's sole discretion; provided, however, that the "Permitted Exceptions" shall in no event include any existing leases, mortgage liens, mechanics liens or other monetary liens created or assumed by Seller against the Property.

Agency considers an Agreement and Lease of Real Property between Carlton Parker and Carol Parker as Lessee and Georgia-Pacific Corporation, a Georgia corporation as Lessor recorded on January 13, 1976 at Mendocino County Records at Book 1025 and Page 236-244 listed as Exception Number 5 on Schedule B of the Title report from Redwood Empire Title Company of Mendocino County dated September 12, 2022 to be a Permitted Exception.

Notwithstanding the foregoing, Seller shall be obligated to remove as exceptions to title to the Property as of the closing monetary liens (including mechanics liens) or encumbrances and all claims to fee title or leasehold or other possessory interests in the Property, other than the Permitted Exceptions.

If Seller does not state that it shall cause all of the matters disapproved by Agency to be cured prior to the closing date, then Agency may terminate this Agreement.

7. **Title Insurance Policy.** Agency's fee simple title to the Property shall be insured at the Close of Escrow by an American Land Title Association coverage owner's policy of title insurance in the amount of the Purchase Price, issued by the title company together with all endorsements requested by Agency (collectively the "Title Policy"). The Title Policy shall insure the fee simple interest in the Property is free and clear of all liens, encumbrances, restrictions, and rights of way of record, subject only to the exceptions in Section 5 of this Agreement. Agency will select the title company, and Seller agrees to pay the premium charged therefore.

8. **Escrow.**

8.1 **Opening Escrow.** Agency agrees to open an escrow at Redwood Empire Title Company of Mendocino County ("Escrow Company") in accordance with this Agreement. This Agreement constitutes the joint escrow instructions of Agency and Seller, and the escrow agent to whom these instructions are delivered ("Escrow Agent") is hereby empowered to act under this Agreement. The parties agree to do all acts necessary to close this escrow in the shortest possible time. Escrow shall close on or before March 31, 2023.

8.2 **Grant Deed.** Seller shall execute and deposit a Grant Deed with the Escrow Company (the "Grant Deed") concurrently with this Agreement, in accordance with section 5 of this Agreement. A true and correct copy of the Grant Deed is attached hereto as Exhibit "B", and is incorporated by this reference. As soon as possible after opening of escrow, Seller will deposit the executed Grant Deed, with a Certificate of Acceptance attached, with Escrow Agent on Seller's behalf. Deposit of the purchase price shall be made one (1) business day prior to the Close of Escrow, provided the Agency's conditions to closing set forth in this Agreement, including in particular Section 11, are satisfied. The Escrow agent shall record the deed upon the close of escrow. Agency and Seller agree to deposit with Escrow Agent any additional instruments as may be necessary to complete this transaction.

8.3 **Insurance.** Insurance policies for fire or casualty on the Property will be maintained by Seller, at Seller's sole expense, until the Close of Escrow. Insurance policies are not to be transferred, and Seller will cancel its own policies after Close of Escrow.

8.4 **Escrow Account.** All funds received in this escrow shall be deposited with other escrow funds in a general escrow account(s) and may be transferred to any other escrow trust account in any State or National Bank doing business in the State of California.

9. **Proration and Apportionment**

(a) Prorations. All prorations shall be done on the basis of a three hundred sixty-five (365) day year and the actual number of days elapsed to the Closing Date or the actual number of days in the month in which the Closing occurs and the actual number of days elapsed in such month to the Closing Date, as applicable.: (i) Seller will be responsible for the cost of any applicable utilities used prior to the Closing Date. (ii) All other items customarily apportioned between sellers and purchasers of real property and improvements located in Mendocino County, California shall be prorated as of the date of Closing.

(b) Apportionment of Taxes. Seller shall be responsible for all real estate taxes and assessment on the Property ("Property Taxes"), if any, payable in respect to: (i) in the current fiscal year of the applicable taxing authority in which the Closing Date occurs (the "Current Tax Year"), the period prior to the Closing Date, and (2) all fiscal years prior to the Current Tax Year. Agency shall be responsible for all Property Taxes payable in respect to, (i) in the Current Tax Year, the period on an after the Closing Date, and (ii) all fiscal years after the Current Tax Year.

(c) Schedule of Prorations. Except as otherwise expressly set forth in this Section 9, all prorations shall be made in accordance with customary practice in Mendocino County, California. Such prorations, if and to the extent known and agreed upon as of the Closing, shall be paid by Agency to Seller (if the prorations result in a net credit to the Seller) or by Seller to Agency (if the prorations result in a net credit to Agency) by increasing or reducing the cash to be paid by Purchaser at the Closing.

10. **Escrow Agent Authorization.**

**ESCROW AGENT IS AUTHORIZED TO, AND SHALL:**

10.1 **Seller.** Pay and charge Seller for any amount necessary to place title in the condition necessary to satisfy Paragraph 5 of this Agreement.

10.2 **Agency.** Pay and charge Agency for all usual fees, charges, and costs which arise in this escrow, unless otherwise stated herein to the contrary.

10.3 **Seller.** Pay and deduct from the amounts payable to Seller under Paragraph 4 of this Agreement, up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or deed(s) of trust on the Property, and all other amounts due and payable in accordance with the terms and conditions of said trust deed(s) or mortgage(s) including late charges and penalties, if any, for payment in full in advance of maturity.

10.4 **Seller.** Pay and deduct from amounts payable to Seller under Paragraph 4 of this Agreement, any amount necessary to satisfy any prorated and delinquent taxes on the Property together with penalties and interest thereon, and/or delinquent

assessments or bonds, except those in accordance with the terms of this Agreement;

- 10.5 **Disbursement.** Promptly disburse funds and deliver the Grant Deed for recordation when conditions of this escrow have been fulfilled by Agency and Seller.
- 10.6 **Closing Statement.** Prior to the Close of Escrow, Escrow Agent shall provide Seller and Agency with a proposed closing statement for review and comment setting forth the payments and charges articulated in this Section.
- 10.7 **Close of Escrow.**
- A. The term “Close of Escrow,” if and where written in these instructions, shall mean the date the Grant Deed and other necessary instruments of conveyance are recorded in the office of the Mendocino County Recorder. Recordation of instruments delivered through this escrow is authorized, if necessary or proper upon the Title Company’s irrevocable commitment to issue the policy of title insurance described in Section 7 of this Agreement.
- B. Close of Escrow will not occur until all of the terms and conditions of this Agreement have been met, including but not limited to the conditions in Section 11 and Seller’s placing of title in the condition necessary to satisfy Paragraph 5 of this Agreement.
- 10.8 **Time Limits.** All time limits within which any matter specified is to be performed may be extended by mutual agreement of the parties in their sole and absolute discretion. Any amendment of, or supplement to, any instructions must be in writing.
- 10.9 **Time of the Essence.** **TIME IS OF THE ESSENCE IN THESE INSTRUCTIONS AND ESCROW IS TO CLOSE AS SOON AS POSSIBLE.** If, except for the deposit of the Purchase Price by Agency, this escrow is not in condition to close within one hundred and twenty (120) days from the Effective Date, any party who then shall have fully complied with its instructions may, in writing, terminate this Agreement and demand the return of its money or property; but if neither party complied, no demand for return shall be recognized until five (5) days after Escrow Agent shall have mailed copies of the demand to all other parties at the respective addresses shown in these escrow instructions, and if any objections are raised within the five (5) day period, Escrow Agent is authorized to hold all papers and documents until instructed by a court of competent jurisdiction or mutual instructions. No such termination shall release either party then in default from liability for such default. If no demands are made, Escrow Agent shall proceed with closing of this escrow as soon as possible.



10.11 **Escrow Agent Responsibility.** The responsibility of the Escrow Agent under this Agreement is expressly limited to Paragraphs 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 17 and to its liability under any policy of title insurance issued in regard to this escrow.

10.12 **Escrow Fees, Charges and Costs.** Seller agrees to pay all usual fees, charges, and costs which arise in this escrow, unless otherwise stated herein to the contrary.

11. **Conditions Precedent to Close of Escrow.**

**11.1 Agency's Conditions Precedent to Closing.** The obligation of Agency to complete the purchase of the Property is subject to the satisfaction of the following conditions, in Agency's discretion:

A. Seller shall deliver through escrow an executed and recordable Grant Deed sufficient to convey fee simple title to the Agency as set forth in Paragraphs 5 and 8.2

B. Seller shall deliver through escrow such funds and documents as are necessary to comply with Seller's obligations under this Agreement.

C. Seller shall not be in default of any of its obligations under the terms of this Agreement, and all representations of Seller herein are true and correct.

D. Agency has acquired a current title report as required by Paragraphs 6 hereof.

E. Escrow Agent has delivered to Agency a title insurance policy as required by Paragraphs 7 hereof.

F. Seller shall provide Agency with copies of all existing agreements or encumbrances which may in any way affect or relate to the Property, together with any amendments to the preceding, up through the Close of Escrow. Seller warrants that starting from the Effective Date up through the Close of Escrow no new leases, agreements or encumbrances, and no amendments to the preceding, affecting or relating to the Property, will be executed by Seller without first obtaining Agency's prior written consent.

G. Seller shall deliver to Agency copies of any and all due diligence documents, environmental reports, corrective action plans, remediation plans, mitigation monitoring reports, analysis, studies, tests, documents and other correspondence, and any supplements to those documents, which arise out of, or which are in any way related to, the environmental condition of the Property, including but not limited to the Natural Hazard Disclosure Statement (collectively the "Environmental Documents").

H. Seller shall deliver to Agency through Escrow an executed General Assignment in substantial conformity to the General Assignment set forth in Exhibit "C".

I. Agency shall have reviewed and approved, in Agency's sole and absolute discretion, all of the following:

- 1) The title report required by Paragraph 6 of this Agreement;
- 2) The existing leases, agreements and encumbrances, if any, affecting the Property;

J. Agency shall not have terminated this Agreement, to the extent termination is permitted hereunder.

K. Seller shall deliver such evidence of Seller's authority as reasonably required by the Title Company and/or Escrow.

L. A closing statement prepared by the Title Company, reflecting all credits, prorations, apportionments and adjustments contemplated hereunder (the "Closing Statement"), executed by Seller.

**11.2 Seller's Conditions Precedent to Closing.** The obligation of Seller to complete the sale of the Property is subject to the satisfaction of the following conditions:

A. Agency is not in default of any of its obligations under the terms of this Agreement, and all representations of Agency herein are true and correct.

B. Agency shall have deposited with the Escrow Agent immediately available funds in an amount equal to the Purchase Price and the Agency's share of costs described herein.

C. Seller shall not have terminated this Agreement, to the extent termination is permitted hereunder.

12. **Delivery of Possession.** Seller shall deliver the Property and the maintenance equipment described in paragraph 4 to Agency at the Close of Escrow free and clear of all, leases, licenses and all possessory rights of any kind or nature, except as is specifically stated herein to the contrary.

13. **Due Diligence Review.** Agency's obligations under this Agreement, including, but not limited to, its obligations to purchase the Property, are subject to the approval or confirmation by Agency, in Agency's sole and absolute discretion, of its due diligence investigations of the Property, including without limitation, review and approval of the physical condition of the property, condition of title, or suitability of the Property for Agency's use from the Effective Date through 5:00 pm Pacific time on the date that is 15

(15) days after the Effective Date (the “Due Diligence Deadline”). If, Agency determines that it is dissatisfied, in Agency’s sole and absolute discretion, for any reason, with any aspects of the Property and/or its condition or suitability, or with any of the results of Agency’s inspections, then Agency may terminate this Agreement, and the Escrow created pursuant hereto, by delivering written notice to Seller and the Title Company on or before the close of escrow of Agency’s election to terminate (a “Termination Notice”), in which event any deposit, if any, and all interest accrued thereon shall be immediately returned to Agency, and this Agreement, the Escrow, and the rights and obligations of the Parties hereunder shall terminate, other than the obligations expressly stated herein as surviving, and neither party shall have any further right or obligation hereunder other than the surviving obligations.

Upon execution of this Agreement by Seller, Seller hereby grants to Agency, or its authorized agents, permission to enter upon the Property at all reasonable times upon not less than twenty-four (24) hours advance notice for the purpose of making necessary or appropriate inspections.

14. **Closing Statement**. Seller instructs Escrow Agent to release a copy of Seller’s closing statement to Agency for the purpose of ascertaining if any reimbursements are due.
15. **Loss or Damage to Improvements**. Loss or damage to the Property, including any improvements thereon, by fire or other casualty occurring prior to the recordation of the Grant Deed shall be at the risk of Seller. In the event that loss or damage to the real property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Grant Deed, Agency may elect to require, and if Agency so elects, Seller shall pay to Agency the proceeds of any insurance policy or policies payable to Seller by reason thereof, or permit such proceeds to be used for the restoration of the damage done, or reduce the total price by an amount equal of the diminution in value of the Property by reason of such loss or damage or the amount of insurance payable to Seller, whichever is greater.
16. **Acquisition by Stipulated Judgment**. In the event Seller is unable to deliver title in a reasonable time in accordance with the terms of this Agreement, Agency may file a legal action on grounds of specific performance based on the agreed upon Purchase Price to have the Property transferred to Agency. Seller agrees to waive all claims and defenses to such an action, and agrees that this Agreement shall constitute a stipulation which may be filed in such action as final and conclusive evidence that the Purchase Price constitutes just and sufficient consideration for the Property and any associated rights.
17. **Possession and Disposition of Seller’s Personal Property**. Possession of the Property at the Close of Escrow shall be given to Agency upon the recording of the Grant Deed. All Personal Property remaining on the Property after Close of Escrow not addressed by the General Assignment shall be considered abandoned and automatically become the property of Agency and Agency may dispose of same without liability as it alone sees fit. Seller agrees that Agency shall not be liable for any loss of or damage to the Personal Property, regardless of when loss or damage occurs.

18. **Warranties, Representations, and Covenants of Seller.** Seller hereby warrants, represents, and covenants to Agency that:

18.1 **Pending Claims.** To the best of Seller's knowledge, there are no actions, suits, claims, legal proceedings, or any other proceedings affecting the Property or any portion thereof, at law, or in equity before any court or governmental Agency, domestic or foreign.

18.2 **Encroachments.** To the best of Seller's knowledge, there are no encroachments onto the Property by improvements on any adjoining property, nor do any buildings or improvements located on the Property encroach on other properties.

18.3 **Rental and Leasehold Interests.** Except for an Agreement and Lease of Real Property between Carlton Parker and Carol Parker as Lessee and Georgia-Pacific Corporation, a Georgia corporation as Lessor recorded on January 13, 1976 at Mendocino County Records at Book 1025 and Page 236-244 listed as Exception Number 5 on Schedule B of the Title report from Redwood Empire Title Company of Mendocino County dated September 12, 2022, Seller warrants that there are no third parties in possession of any portion of the Property as lessees, tenants at sufferance, trespassers, or invitees, and that there are no oral or written recorded or unrecorded leases or other agreements concerning all or any portion of the Property exceeding a period of one month. Seller further agrees to hold Agency harmless and reimburse Agency for any and all of its losses and expenses occasioned by reason of any undisclosed lease, tenancy at sufferance, trespasser or invitee, who claims a right or privilege to all or any portion of the Property at the time escrow closes.

18.4 **Condition of Property.** Until the Close of Escrow, Seller shall maintain the Property in good condition and state of repair and maintenance, and shall perform all of its obligations under any service contracts or other contracts affecting the Property.

Seller warrants that, except as has been specifically disclosed to Agency in the Environmental Documents, Seller is unaware of any facts, documents or other information which might (or does in fact) indicate the presence of Hazardous Materials on the Property. If Seller becomes aware of any facts, documents or information which indicates the potential presence of Hazardous Materials on the Property, other than those facts which have already been disclosed in the Environmental Documents, Seller shall immediately notify Agency of those facts up through the Close of Escrow.

18.5 **Seller's Title.** Seller, at the time of execution of this Agreement, is in legal possession of the Property in fee simple absolute and is the lawful owner of and has good, indefeasible title to the Property. Until the Close of Escrow, Seller shall not do anything, which would impair Seller's title to any of the Property.

- 18.6 **Utilities.** There are no utilities, without limitation, including gas, electricity, water, sewage, and telephone, which are available to the Property.
- 18.7 **Conflict with Other Obligation.** To the best of Seller's knowledge, neither the execution of this Agreement nor the performance of the obligations herein will conflict with, or breach any of the provisions of any bond, note, evidence of indebtedness, contract, lease, covenants, conditions and restriction, or other agreement or instrument to which Seller or Seller's Property may be bound.
- 18.8 **Change of Situation.** Until the Close of Escrow, Seller shall, upon learning of any fact or condition that would cause any of the warranties and representations in the section not to be true as of the Close of Escrow, immediately give written notice of such fact or condition to Agency.
- 18.9 **Authority.** Seller is the owner of and has the full right, power, and authority to sell, convey, and transfer the Property to Agency as provided herein and to carry out Seller's obligations hereunder.
- 18.10 **Bankruptcy.** Neither Seller nor any related entity is the subject of a bankruptcy proceeding, and permission of a bankruptcy court is not necessary for Seller to be able to transfer the Property as provided herein.
19. **Hazardous Waste Disclosure and Obligations.**
- (A) Except as may be specifically disclosed in the Environmental Documents or in this Agreement, neither Seller nor, to the best of Seller's knowledge, any current or previous owner, tenant, occupant, or user of the Property used, generated, released, discharged, stored, or disposed of any hazardous materials, hazardous waste, toxic substances, or related materials ("Hazardous Materials") on, under, in, or about the Property, or transported any Hazardous Materials to or from the Property. Seller shall not cause or permit the presence, use, generation, release, discharge, storage, or disposal of any Hazardous Materials on, under, in, or about or the transportation of any Hazardous Materials to or from, the Property.
- (B) The term "Hazardous Material" as used in this Agreement shall mean any product, substance, chemical, material or waste whose presence, nature, quantity and/or intensity of existence, use, manufacture, disposal, transportation, spill release or effect, either by itself or in combination with other materials expected to be on the Property: (i) is potentially injurious to the public health, safety or welfare, the environment or the Property; (ii) is or becomes regulated or monitored by any federal, state or local governmental authority; or (iii) is a basis for liability of either Seller or Agency to any governmental agency or third party under any applicable statute or common law theory.

Hazardous Materials shall specifically include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil or any products, by-products or fractions thereof, or any material or substance which is: (i) defined as a “hazardous waste,” “acutely hazardous waste,” “restricted hazardous waste,” or “extremely hazardous waste” under Section 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (ii) defined as “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act) or as may be amended; (iii) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Section 25501 of the California Health and Safety code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory) or as may be amended; (iv) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances) or as may be amended; (v) petroleum; (vi) asbestos; (vii) polychlorinated byphenyls; (viii) designated as a “hazardous substance” pursuant to the Clean Water Act, 33 U.S.C. § 1321; (ix) defined as a toxic pollutant pursuant to the Clean Water Act, 33 U.S.C. Section 1317; (ix) defined as a “hazardous waste” pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. § 6903; or (x) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601.

- (C) Before the Close of Escrow, Seller will deliver to Agency the Environmental Documents, together with a statement providing Seller’s analysis of the environmental condition of the Property.
- (D) Before the Close of Escrow, Agency will review the any environmental documents and Seller’s statement to determine the environmental condition of the Property. Agency, in its sole discretion, may also commission and acquire its own site characterization of the Property, which will include a Phase I and Phase II, and perform such other inspections and evaluations of the environmental condition of the Property as are determined by Agency to be reasonably necessary following such environmental tests. The Agency’s site characterization and all such tests will be conducted by or at the direction of Agency at Agency’s sole cost and expense.

20. **Indemnity.** Seller hereby agrees to indemnify, defend and hold harmless Agency and City, and their respective officers, officials, agents, and employees from and against any and all causes of action, obligations, liabilities, claims, liens, encumbrances, losses, judgments, damages, costs and expenses of litigation, including, without limitation, attorneys’ fees, incurred by Agency or City relating to the Property, arising or accruing from acts, occurrences or matters that take place on or before the Close of Escrow or resulting from any breach by Seller of its representations, warranties and covenants contained in this Agreement.

21. **Waiver, Consent and Remedies.** Each provision of this Agreement to be performed by Agency and Seller shall be deemed both a covenant and a condition and shall be a material consideration for Seller's and Agency's performance hereunder, as appropriate, and any breach thereof by Agency or Seller shall be deemed a material default hereunder. Either party may specifically and expressly waive in writing any portion of this Agreement or any breach thereof, but no such waiver shall constitute a further or continuing waiver of a preceding or succeeding breach of the same or any other provision. A waiving party may at any time thereafter require further compliance by the other party with any breach or provision so waived. The consent by one party to any act by the other for which such consent was required shall not be deemed to imply consent or waiver of the necessity of obtaining such consent for the same or any similar acts in the future. No waiver or consent shall be implied from silence or any failure of a party to act, except as otherwise specified in this Agreement. All rights, remedies, undertakings, obligations, options, covenants, conditions and agreements contained in this Agreement shall be cumulative and no one of them shall be exclusive of any other. Except as otherwise specified herein, either party hereto may pursue any one or more of its rights, options or remedies hereunder or may seek damages or specific performance in the event of the other party's breach hereunder, or may pursue any other remedy at law or equity, whether or not stated in this Agreement.
22. **Attorney's Fees.** In the event any declaratory or other legal or equitable action is instituted between Seller, Agency and/or Escrow Agent in connection with the enforcement, breach or rescission of this Agreement, then as between Agency and Seller, the prevailing party shall be entitled to recover from the losing party all of its costs and expenses, including court costs and reasonable attorneys' fees, incurred including on any appeal or in collection of any judgment.
23. **Notices.** Any notice, request, demand, consent, approval or other communication required hereunder or by law shall be validly given or made only if in writing and delivered in person to an officer or duly authorized representative of the other party or deposited in the United States mail, duly certified or registered (return receipt requested), postage prepaid, and addressed to the party for whom intended, as follows:

**IF TO SELLER:**

Mendocino Coast Recreation  
and Parks District  
300 S. Lincoln St  
Fort Bragg CA 95437

**IF TO AGENCY:**

City of Fort Bragg  
416 N. Franklin Street  
Fort Bragg, CA 95437

Any party may from time to time, by written notice to the other, designate a different address, which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed fully delivered and received forty-eight (48) hours after mailing as provided above.

24. **Default.** Failure or delay by either party to perform any covenant, condition or provision of this Agreement within the time provided herein constitutes default under this Agreement. The injured party shall give written notice of default to the party in default, specifying the default complained of. The defaulting party shall immediately commence to cure such default and shall diligently complete such cure within fifteen (15) days from the date of the notice or such longer period if the nature of the default is such that more than fifteen (15) days is required to cure such default. The injured party shall have the right to terminate this Agreement by written notice to the other party in the event of a default, which is not cured within the time set forth herein.
25. **Entire Agreement.** This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understanding of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.
26. **Governing Law and Venue.** This Agreement and the exhibits attached hereto have been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. The parties consent to the jurisdiction of the California Courts with venue in Mendocino County.
27. **Invalidity of Provision.** If any provision of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect, (to the maximum extent permissible by law), any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.
28. **Amendments.** No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing by Agency and Seller.
29. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.
30. **Time of Essence.** Time is of the essence of each provision of this Agreement.
31. **Binding upon Successors.** The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereof.
32. **Assignment.** The terms and conditions, covenants, and agreements set forth herein shall apply to and bind the heirs, executors, administrators, assigns and successors of the parties hereto. Agency may freely assign any or all if its interests or rights under this Agreement or under the Escrow without the consent of Sellers.



- 33. **Cooperation.** Each party agrees to cooperate with the other in the closing of this transaction and, in that regard, to sign any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement including, but not limited to, releases or additional agreements.
- 34. **Section Headings.** The section headings contained in this Agreement are for the reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 35. **Mutually Prepared Agreement.** The parties acknowledge that this Agreement was the subject of negotiations between the parties and shall be considered as being mutually prepared. Each of the Parties specifically represents and warrants to the other Party was advised to have this Agreement reviewed by legal counsel of their choice.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year set forth herein above.

**“AGENCY”**

**“SELLER”**

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

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

**Dated:** \_\_\_\_\_

**Dated :** \_\_\_\_\_

**APPROVED AS TO FORM:**

**By:** \_\_\_\_\_  
**Keith F. Collins, Agency Counsel**

**Exhibit A**  
**(Map and Legal Description of Property)**

**Exhibit B**  
**(Grant Deed & Certificate of Acceptance)**

**Exhibit C**  
**(General Assignment)**

## GENERAL ASSIGNMENT

This General Assignment (this “**Assignment**”) is made as of March 31, 2023 by and between The Mendocino Coast Recreation and Parks District, a public agency (“**Assignor**”), and the City of Fort Bragg, a municipal corporation (“**Assignee**”).

### RECITALS

A. Assignor and Assignee are parties to that certain Agreement for Acquisition of Real Property and Escrow Instructions dated as of \_\_\_\_\_ (the “**Agreement**”), which provides, among other things, for the sale by Assignor to Assignee of that certain land (the “**Land**”) located in the County of Mendocino, State of California and described in Exhibit “A” attached hereto and incorporated herein by reference for all purposes, together with any improvements on the Property (the said Land and the improvements thereon being herein referred to as the “**Property**”), and the execution of this Assignment.

B. It is the desire of Assignor hereby to sell, assign, transfer and convey to Assignee all of Assignor's rights, titles and interests in the below described items.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor and Assignee, each intending to be legally bound, do hereby covenant and agree as follows:

1. Assignor does hereby assign, transfer, set over, and deliver to Assignee all of the following (the “**Assigned Properties**”):

1.1 All of Assignor's right, title and interest in all fixtures and other personal property of every nature and description located on the Property, to the extent the same exists, which are in the possession of Assignor; and

1.2 All of Assignor's right, title and interest in all books, records and tenant lists for the Property owned by Assignor and in the possession or reasonable control of Assignor, together with any and all files, reports, surveys, studies, and/or budgets owned by Assignor in connection with the ownership, operation, maintenance and/or management of the Property, and in the possession or reasonable control of Assignor, in each case, to the extent assignable without consent or cost (other than any consents obtained and costs paid by either party prior to the date hereof); and

1.3 All of Assignor's right, title and interest in any and all, if any, architectural, electrical, mechanical, plumbing and other plans and specifications and soil reports, grading plans and topographical maps produced in connection with the construction, repair and maintenance of the Property (including all revisions and supplements thereto), which are not owned by any of the tenants and are in the possession or reasonable control of Assignor in each case, to the extent assignable without consent or cost (other than any consents obtained and costs paid by either party prior to the date hereof); and

1.4 Condemnation proceeds and eminent domain proceeds relating to any taking occurring from and after the date hereof.

2. If any term, covenant or condition of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision. This Assignment shall be governed by and construed in accordance with the laws of the State of California without reference to choice of law principles which might indicate that the law of some other jurisdiction should apply.

3. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

*[Remainder of page intentionally left blank,  
signatures commence on following page]*

IN WITNESS WHEREOF, this Assignment is made as of the day and year first above written.

ASSIGNOR:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A (to General Assignment)**

**LEGAL DESCRIPTION OF THE REAL PROPERTY**





# Redwood Empire Title Company of Mendocino County

221 East Pine Street  
Fort Bragg, CA 95437

Phone: (707)964-8666 • Fax: (707)409-6305

**Our No.: 20221691MN**

**Your No.:**

**Seller: Mendocino Coast Recreation and Park  
District**

**Buyer: City of Fort Bragg**

**When replying Please Contact:**

**ESCROW OFFICER: Mandy Niesen**

**mniesen@redwoodtitle.com**

## PRELIMINARY REPORT

Property Address: **State Route 20 and Summers Lane, Fort Bragg, CA 95437**

In response to the above referenced application for a policy of title insurance, **Redwood Empire Title Company of Mendocino County** hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

**Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.**

**It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.**

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of September 12, 2022 at 07:30 AM.

Steve Burlesci  
Chief Title Officer

sburlesci@redwoodtitle.com

The form of policy of title insurance contemplated by this report is:

ALTA 2006 Extended Loan Policy

CLTA Standard 1990 Owners Policy

Underwritten by Old Republic National Title Insurance Company

## **SCHEDULE A**

1. The estate or interest in the land hereinafter described or referred to covered by this Report is:  
a Fee
2. Title to said estate or interest at the date hereof is vested in:  
Mendocino Coast Recreation and Park District, a political subdivision of the State of California
3. The land referred to in this report is situated in the State of California, County of Mendocino and is described as follows:

**See Exhibit A attached hereto and made a part hereof.**

## SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2022 - 2023, a lien not yet due or ascertainable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq. of the Revenue and Taxation Code of the State of California.
3. Rights of the public, County and/or City, in and to that portion of said land lying within the boundaries of any public road or highway.
4. Easement(s) for the purposes stated herein and incidental purposes as provided in the document:  
Recorded: August 3, 1951 in Book 296, Page 38 of Official Records  
For: aerial wires, cables and electrical conductors  
In favor of: The Pacific Telephone and Telegraph Company, a corporation
5. Lease upon the terms, covenants, and conditions contained therein,  
Dated: November 21, 1975  
Lessor: Georgia-Pacific Corporation, a Georgia corporation  
Lessee: Carlton Parker and Carol Parker  
Recorded: January 13, 1976 in Book 1025, Page 237 of Official Records  
  
Affects a portion of Tract One.  
  
Terms and provisions contained therein.
6. Terms and provisions as contained in an instrument,  
Entitled : Reciprocal Right of Way and Road Use Agreement  
Recorded: April 9, 1976 in Book 1035, Page 526 of Official Records
7. Easement(s) for the purposes stated herein and incidental purposes as provided in the document:  
Recorded: February 17, 1977 in Book 1076, Page 30 of Official Records  
For: ingress, egress, roadway and public utilities
8. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed April 20, 1989 in Map Case 2, Drawer 48, Page 21.
9. Terms and provisions as contained in an instrument,  
Entitled : Unilateral Executed Agreement  
Recorded: December 22, 1993 in Book 2139, Page 337 of Official Records
10. Easement(s) for the purposes stated herein and incidental purposes as provided in the document:  
Recorded: May 13, 2004 as 2004-10531 of Official Records  
For: ingress and egress  
  
Terms and provisions contained therein.
11. Terms and provisions as contained in an instrument,  
Entitled : Access Easement Agreement  
Recorded: May 13, 2004 as 2004-10532 of Official Records

12. Terms and provisions as contained in an instrument,  
Entitled : Site Lease  
Recorded: May 7, 2008 as 2008-06675 of Official Records
13. Terms and provisions as contained in an instrument,  
Entitled : Sublease/Option Agreement  
Recorded: May 7, 2008 as 2004-06676 of Official Records
14. Terms and provisions as contained in an instrument,  
Entitled : Assignment of Lease and Site Lease  
Recorded: May 7, 2008 as 2008-06677 of Official Records
15. Terms and provisions as contained in an instrument,  
Entitled : Right of First Refusal Agreement  
Recorded: May 13, 2022 as 2022-06190 of Official Records

**END OF SCHEDULE B**

**INFORMATIONAL NOTES:**

1. Taxes and assessments, general and special, for the fiscal year 2021- 2022, as follows  
Assessor's Parcel No.: 019-070-07  
Code No.: 076-028  
1st Installment: \$0.00, Not Billed  
2nd Installment: \$0.00, Not Billed
2. Taxes and assessments, general and special, for the fiscal year 2021- 2022, as follows  
Assessor's Parcel No.: 019-070-10  
Code No.: 076-028  
1st Installment: \$0.00, Not Billed  
2nd Installment: \$0.00, Not Billed
3. Taxes and assessments, general and special, for the fiscal year 2021- 2022, as follows  
Assessor's Parcel No.: 019-070-11  
Code No.: 076-028  
1st Installment: \$0.00, Not Billed  
2nd Installment: \$0.00, Not Billed
4. Taxes and assessments, general and special, for the fiscal year 2021- 2022, as follows  
Assessor's Parcel No.: 019-080-14  
Code No.: 076-028  
1st Installment: \$0.00, Not Billed  
2nd Installment: \$0.00, Not Billed
5. Taxes and assessments, general and special, for the fiscal year 2021- 2022, as follows  
Assessor's Parcel No.: 019-080-16  
Code No.: 076-028  
1st Installment: \$0.00, Not Billed  
2nd Installment: \$0.00, Not Billed
6. Taxes and assessments, general and special, for the fiscal year 2021- 2022, as follows  
Assessor's Parcel No.: 019-080-23  
Code No.: 076-028  
1st Installment: \$0.00, Not Billed  
2nd Installment: \$0.00, Not Billed

7. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 24 months prior to the date hereof except as follows:  
NONE

## EXHIBIT "A"

All that certain real property situated in the County of Mendocino, State of California, more particularly described as follows:

Tract One:

All that certain real property situated in the unincorporated area, County of Mendocino, State of California and being a portion of Section 16, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying within the following described real property:

The North one-half of said Section 16.

Excepting therefrom the Northwest one-quarter of the Northwest one-quarter of said Section 16.

The East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 16.

The Southeast one-quarter of said Section 16.

Excepting therefrom the South one-half of the South one-half said Southeast one-quarter of said Section 16.

Also excepting therefrom all that portion of that certain County Road #415-0, known as Summers Lane deeded to the County of Mendocino recorded November 16, 1993 in Book 2129 of Official Records, Page 168, Mendocino County Records.

APN: 019-070-07, 019-070-10, 019-070-11, 019-080-14 and 019-080-16

Tract Two:

All that certain real property situated in the unincorporated area, County of Mendocino, State of California and being a portion of Section 16, Township 18 North, Range 17 West, Mount Diablo Base and Meridian, lying within the following described real property:

The South one-half of the South one-half of the Southeast one-quarter of said Section 16.

All that portion of the Southwest one-quarter of said Section 16 lying Northerly of State Highway #20.

Excepting therefrom the East one-half of the Northeast one-quarter of the Southwest one-quarter of said Section 16.

Also excepting therefrom the Southerly 416 feet of the Westerly 456 feet of the Northwest one-quarter of the Southwest one-quarter of said Section 16.

Also excepting therefrom all that portion of that certain County Road #415-0, known as Summers Lane deeded to the County of Mendocino recorded November 16, 1993 in Book 2129 of Official Records, Page 168, Mendocino County Records.

Also excepting therefrom that portion conveyed in the deed executed by Mendocino Coast Recreation and Park District to Gordon Clark Weserling and Cathy Westerling, Trustees recorded June 25, 2008 as 2008-09099, Mendocino County Records.

Also excepting therefrom all that portion described in the deed to the State of California recorded March 5, 2007 as 2007-04202, Mendocino County Records.

APN: 019-080-23

N $\frac{1}{2}$  of Sec. 16 T.18N. R.17W. M.D.B.&M.

1-042  
78-028

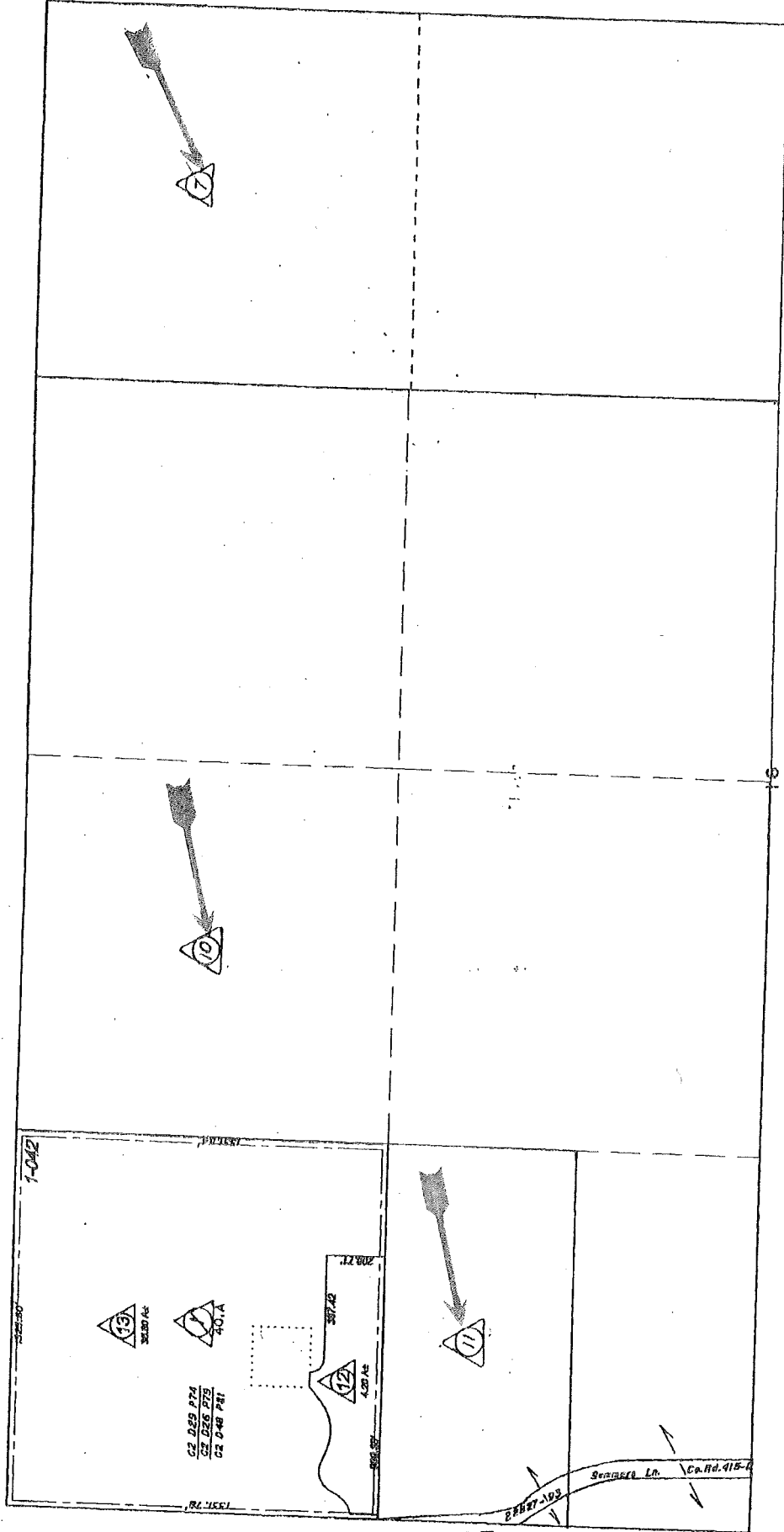
19-07



BK  
20  
42

03

08



\*Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land interested person with reference to streets and other land. No liability is assumed by reason of any reliance hereon.\*

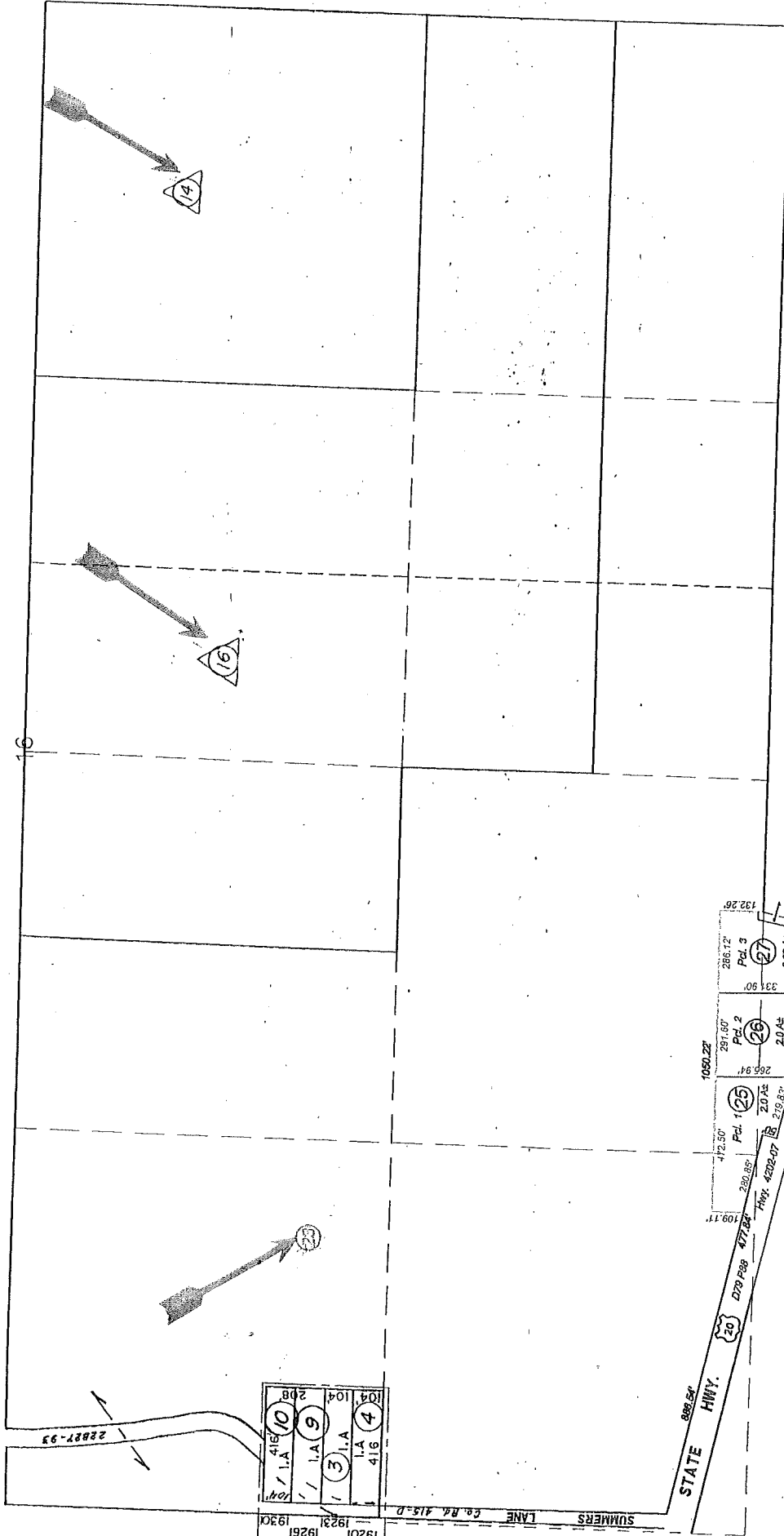
69

0

S<sup>1</sup>/<sub>2</sub> of Sec. 16, Por. of N<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub> of Sec. 21 T.18N. R.17W. M.D.B.&M.

76-028  
76-012

19-08



BK  
20  
42



"Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land. No liability is assumed by reason of any reliance hereon."

Assessor's Map  
County of Mendocino, Calif.  
Updated March 20, 2012

as prepared for  
is only. No liability  
data delineated



**CLTA PRELIMINARY REPORT FORM (EXHIBIT A) (01-01-08)**

**CALIFORNIA LAND TITLE ASSOCIATION  
STANDARD COVERAGE POLICY - 1990**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**2006 ALTA LOAN POLICY (06-17-06)**

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters:
    - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
    - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
    - (c) resulting in no loss or damage to the Insured Claimant;
    - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
    - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
  4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
  5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
  6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
    - (a) a fraudulent conveyance or fraudulent transfer, or
    - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
  7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).
- The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

#### **2006 ALTA OWNER'S POLICY (06-17-06)**

#### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

#### **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

## **Privacy Statement** **July 1, 2001**

We recognize and respect the privacy expectations of today's consumers and the requirements of applicable federal and state privacy laws. We believe that making you aware of how we use your non-public personal information ("Personal Information"), and to whom it is disclosed, will form the basis for a relationship of trust between us and the public we serve. This Privacy Statement provides that explanation. We reserve the right to change this Privacy Statement from time to time consistent with applicable privacy laws.

### **In the course of our business, we may collect Personal Information about you from the following sources:**

- From applications or other forms we receive from you or your authorized representative;
- From your transactions with, or from the services being performed by us, our affiliates, or others;
- From our Internet web sites;
- From the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others; and
- From consumer or other reporting agencies.

### **Our Policies Regarding the Protection of the Confidentiality and Security of Your Personal Information**

We maintain physical, electronic and procedural safeguards to protect your Personal Information from unauthorized access or intrusion. We limit access to the Personal Information only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### **Our Policies and Practices Regarding the Sharing of Your Personal Information**

We may share your Personal Information with our affiliates, such as insurance companies, agents, and other real estate settlement providers. We may also disclose your Personal Information:

- to agents, brokers or representatives to provide you with services you have requested.
- to third-party contractors or service providers who provide services or perform marketing or other functions on our behalf; and
- to others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest.

In addition, we will disclose your Personal Information when you direct or give us permission, when we are required by law to do so, or when we suspect fraudulent or criminal activities. We may also disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

One of the important responsibilities of some of our affiliated companies is to record documents in the public domain. Such documents may contain your Personal Information.

### **Right to Access Your Personal Information and Ability to Correct Errors or Request Changes or Deletion**

Certain states afford you the right to access your Personal Information and, under certain circumstances, to find out to whom your Personal Information has been disclosed. Also, certain states afford you the right to request correction, amendment or deletion of your Personal Information. We reserve the right, where permitted by law, to charge a reasonable fee to cover the costs incurred in responding to such requests.

All requests must be made in writing to the following address:

Privacy Compliance Officer  
Redwood Empire Title Company  
P.O. Box 238  
Ukiah, CA 95482

### **Multiple Products or Services**

If we provide you with more than one financial product or service, you may receive more than one privacy notice from us. We apologize for any inconvenience this may cause you.

**CERTIFICATE OF ACCEPTANCE**

Pursuant to the provisions of Government Code section 27281, this is to certify that the interest in real property conveyed by the grant deed from Mendocino Coast Recreation and Parks District, to the City of Fort Bragg, a municipal corporation, is hereby accepted by the Fort Bragg City Manager on behalf of Fort Bragg City Council pursuant to authority conferred by resolution of the Fort Bragg City Council adopted on March 27, 2023 and the City of Fort Bragg consents to recordation thereof by its duly authorized officer.

By: \_\_\_\_\_  
Peggy Ducey, City Manager  
City of Fort Bragg

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

AGENDA ITEM SUMMARY

AGENDA ITEM:

6.2 Proposed FY2022-2023 MCRPD Mid-Year Budget Adjustments

PREPARED BY:

Moneque Wooden, District Administrator

ATTACHMENT(S):

1. FY2022-2023 MCRPD Mid-Year Budget Report

EXPLANATION:

For the last several weeks MCRPD staff have scheduled a series of department budget meetings for the purpose of conducting an in-depth review of the financial status of the MCRPD and moving forward with the development of projections for end of year expenses and revenue.

FISCAL IMPACT:

The attached report gives a detailed account of the proposed mid-year adjustments.

ALTERNATIVES:

1. No alternatives have been proposed.

RECOMMENDED ACTION:

Carry a motion to approve the FY2022-2023 MCRPD Mid-Year Budget Adjustments as presented.

MOTION:

*(This motion language is provided only as sample language for the recommended action. It is the sole determination of the individual members of the board as to whether this language is used.)*

I **move** to approve the FY2022-2023 MCRPD Mid-Year Budget Adjustments as presented.

Motion made by (Board Member): \_\_\_\_\_

Second made by (Board Member): \_\_\_\_\_

Discussion

Vote

Carried?

Yes

No

Unanimous

By majority

Voted against: \_\_\_\_\_

Abstained: \_\_\_\_\_



**Mid-Year BUDGET  
REPORT  
FY2022-2023**

**MENDOCINO COAST RECREATION  
AND PARK DISTRICT**

---

[www.mendococostrec.org](http://www.mendococostrec.org)

300 S Lincoln Street, Fort Bragg, CA 95437



The Mendocino Coast Recreation and Park District FY2022-2023 Mid-Year Budget Report is prepared for the Mendocino Coast Recreation & Park District Board of Directors in accordance with the District's bylaws.

The mission of MCRPD is to provide opportunities on the Mendocino Coast that promote physical and mental well-being for everyone, through active play, community enrichment, programs, and events.



Mendocino Coast Recreation and Park District  
Board of Directors and Term Expires:

Barbara Burkey, Board Chair - December 2026  
Bob Bushansky, Board Vice Chair - December 2026  
Kylie Felicich, Board Secretary - December 2026  
Angela Dominguez, Board Member - December 2024  
John Huff, Board Member - December 2024

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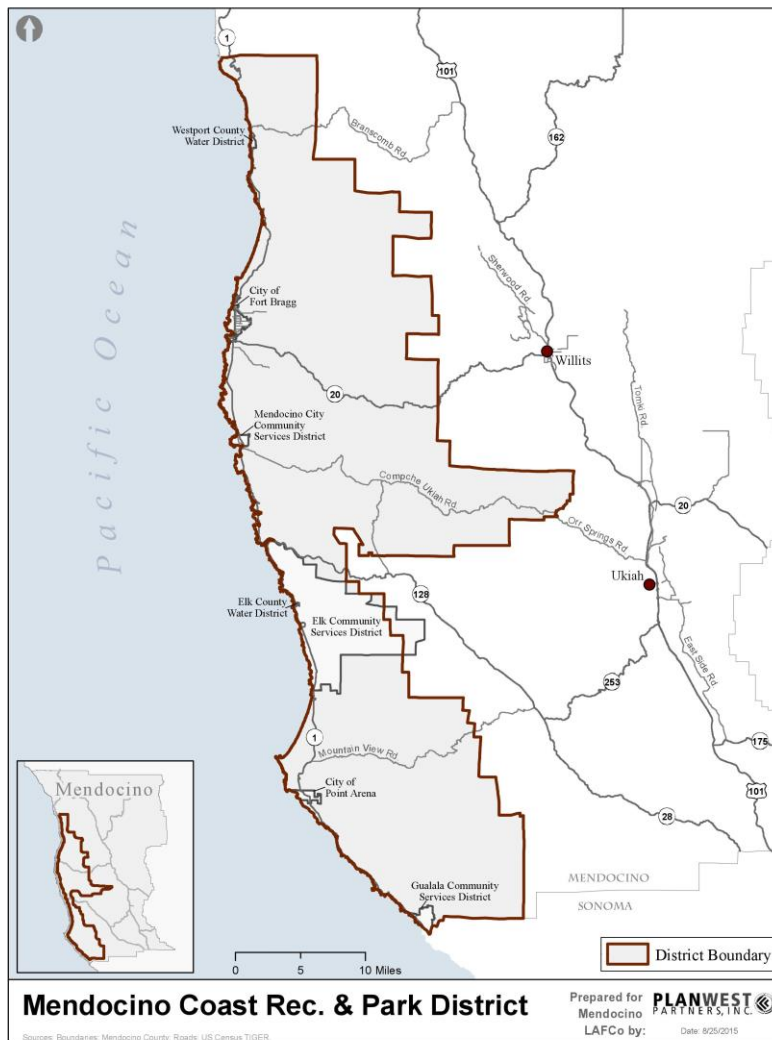
# DISTRICT HISTORY AND MAP

## History

The Mendocino Coast Recreation and Park District (MCRPD) was formed in 1973 with the original boundaries encompassing 20 square miles around Fort Bragg. MCRPD is a public agency existing under and pursuant to the Constitution and laws of the State of California, with an elected five-member Board of Directors.

In 1982 the District was expanded to include the area served by Mendocino Unified School District (MUSD). In 1989, residents of the Point Arena area requested that MCRPD initiate proceedings to incorporate the Point Arena School District into MCRPD, and annexation of the South Coast followed. Most recently, in 2008, the MCRPD annexed the remainder of the Fort Bragg Unified School District to include the village of Westport.

## District Boundary Map



# BUDGET SUMMARY

Description	FY 18/19 Audited Results	FY 19/20 Audited Results	FY 20/21 Audited Results	FY21/22 Adopted Budget	FY22/23 Adopted Budget	FY22/23 Actuals as of 12/31/2022	% Variance at Midyear	FY22/23 Projection	Variance
Operating Revenue									(unfavorable)
Enrichment	112,493	70,835	17,433	21,465	26,002	11,530	44%	11,498	(14,504)
Youth Sports	9,979	7,473	225	8,112	9,633	11,100	115%	12,601	2,968
Special Events	20,437	14,918		10,224	12,397	20,241	163%	22,177	9,780
Adult Sports	16,050	2,695		11,260	13,955	445	3%	11,705	(2,250)
Drop In	11,342	32,744		8,846	11,287	7,131	63%	12,995	1,708
Miscellaneous	34,836	12,074	16,618	18,856	17,304	12,499	72%	37,587	20,283
Total Operating Revenue	205,137	140,739	34,276	78,763	90,578	62,946	69%	108,563	17,985
Other Revenue									
Kudos and Assets	-	-	-	-	-	-	-	-	-
Donations	-	100,000	-	-	-	-	-	-	-
Cal Recycle Grant	-	-	-	-	-	-	-	-	-
Property Tax	306,567	310,362	298,229	324,328	340,545	181,740	53%	324,328	(16,217)
Total Other Revenue	306,567	410,362	298,229	324,328	340,545	181,740	53%	324,328	(16,217)
Total Revenues	511,704	551,101	332,505	403,091	431,123	244,686	57%	432,892	1,769
Operating Expense									
Wages and Benefits	233,810	261,771	177,836	324,975	316,112	104,620	33%	345,922	(29,810)
Programs	30,109	32,145	3,643	3,725	4,680	2,171	46%	4,680	0
Sports	3,366	3,720		8,200	18,160	6,741	37%	26,160	(8,000)
Marketing	3,490	1,337	655	2,300	3,000	853	28%	3,000	0
Operations	115,475	66,128	85,495	71,928	93,743	43,944	47%	82,070	11,673
Events	-	175		7,782	10,000	4,447	44%	8,041	1,959
Miscellaneous	-	736	11,274	9,330	34,030	796	2%	9,853	24,177
Total Operating Expense	386,250	366,012	278,903	428,240	479,725	163,572	34%	479,725	(0)
Other Expenses									
Planning Grant Repayment	-	-	76,627	-	-	-	-	-	-
Cal Recycle Grant	-	-	22,001	-	-	-	-	-	-
Area Funding Grant	-	2,500	2,500	2,500	2,500	-	0%	2,500	-
Loan Principal Payments	70,000	-	-	-	-	-	-	-	-
Interest	4,667	-	-	-	-	-	-	-	-
Total Other Expenses	74,667	2,500	101,128	2,500	2,500	-	0%	2,500	98,628
Total Expenses	460,917	368,512	380,031	430,740	482,225	163,572	34%	482,225	98,628
Net Revenue/(Expense)	50,787	182,589	(47,526)	(27,649)	(51,102)	81,114	-159%	(49,334)	1,768
Beginning Avail. Net Assets	404,338	455,125	637,714	590,188	562,539			511,437	(51,102)
Net Revenue/(Expense)	50,787	182,589	(47,526)	(27,649)	(51,102)			(49,334)	1,768
Available Net Assets	455,125	637,714	590,188	562,539	511,437			462,103	(49,334)
Restricted Net Assets	-	100,000	100,000	100,000	100,000			100,000	-
Unrestricted Net Assets	455,125	537,714	490,188	462,539	411,437			362,103	(49,334)
Available Net Assets	455,125	637,714	590,188	562,539	511,437			462,103	(49,334)

# REVENUES

Operating revenue is generated from collecting fees and sponsorships through enrichment programs, youth sports, special events, adult sports, and other miscellaneous sources. Operating Revenue is anticipated to be \$108,563 for the year.

## Enrichment

Enrichment includes programs and classes such as the Just for Kid's Day Camp, Archery Clinics, Kayaking and South Coast Swim Lessons. Enrichment revenue is projected to be \$11,498.

## Youth Sports

Youth Sports revenue consists of Hoopstars, and Coast Youth Basketball. Expected revenue for youth sports is \$12,601.

## Special Events

The District holds a variety of events throughout the year such as the C & J Ales Men's Softball Tournament every summer and our big fundraiser event is the Annual Aquathon & Silent Auction that the District resumed this past November. Special Events revenue is projected to be \$22,177.

## Adult Sports

Adult Sports include Men's League Softball and Coed League Softball. Revenue is projected to be \$11,705.

## Drop In

Drop-in programs and classes offered include Adult Drop-in Volleyball, as well as the popular Family Skate Night. Both programs continue to be popular. Drop-in revenue is expected to come in at \$12,995.

## Miscellaneous

Miscellaneous revenues include funds collected such as the administrative fees from the Kudos and Assets program. Miscellaneous revenue is expected to be \$37,587.

## Property Tax

The District collects property tax to support recreation and park activities. A tax sharing agreement allocates 45% of the property tax and 100% of Redevelopment Agency Pass-Through funds to the City of Fort Bragg to support C.V. Starr Community Center and Fort Bragg recreation. The remaining 55% of collected property tax supports the District's general fund. The estimated tax revenue for FY2022-2023 is \$324,328.

# EXPENSES

Expenses are any costs associated with providing day to day District programs and services including wages and benefits. Operating Expenses are projected to be \$479,725.

## Wages and Benefits

Wages and benefits account for the monetary compensation paid to employees, healthcare benefits, workers compensation insurance, state unemployment insurance, state employment training tax, federal insurance contribution act tax (FICA), and federal Medicare tax. The projected FY2022-2023 wages and benefits are \$345,922.

## Programs

Program expenses include supplies for Skate Night, Just for Kids, Volleyball, Archery, and any other enrichment programs offered. Program expenses are expected to be \$4,680.

## Sports

Sports expenses include the costs in administering the Basketball Programs, both Coed and Men's Softball along with Volleyball and Skate Night supplies. Sports expenses are expected to be \$26,160.

## Marketing

Outreach expenses include promotional supplies, banners, and brochure costs and advertisements. The expected marketing costs are \$3,000.

## Operations

Operation accounts for uniforms, office supplies, IT equipment & services, resources and subscriptions, bank fees, utilities, communications, postage and shipping, professional services, insurance, licenses and permits, dues and memberships, training, travel, recruitment, and medical supplies. Operation expenses are anticipated to be \$82,070.

## Events

Event expenses this year include supplies for the C & J Ales Memorial Softball Tournament, Trunk-or-Treat, Halloween South Coast Carnival, and Seasonal enrichment classes. Expenses are expected to be \$8,041.

## Miscellaneous

Miscellaneous expenses include property tax administration Fees, LAFCO, Hwy 20 property supplies, election expenses, the Mendocino County property tax administration. Total miscellaneous expenses are projected to be \$9,853; expenses are lower than expected, as the District was not required to hold an election year.

## **Recreation Services Grant**

The MCRPD Recreation Services Grant offers a systematic approach to selecting and offering financial assistance to groups and entities within the District that require some financial assistance to execute their own recreation programming. The maximum grant amount to be rewarded is \$2,500.

## **Available Net Assets**

With the new midyear projections, the District is anticipating ending the FY2022-2023 with \$462,103 in net assets.

AGENDA ITEM SUMMARY

AGENDA ITEM:

6.4 MCRPD's future with obtaining State Grants

PREPARED BY:

Moneque Wooden, District Administrator

ATTACHMENT(S):

EXPLANATION:

On December 21, 2022, at MCRPD's Regular Board of Directors meeting, community member Dave Shpak asked the board what issues MCRPD faces that prevent them from receiving state grants. Again, on February 15, 2023, at MCRPD's Regular Board of Directors meeting, Mr Shpak spoke. He wanted to know when his comments from December's meeting were going to be addressed. He reminded the Board that MCRPD is eligible for state and federal grants and wanted to know why MCRPD is unable to attain those grants. After Mr. Shpak's comments, Board Chair Burkey requested that these issues be put on the next agenda for discussion.

FISCAL IMPACT:

Discussion item only

ALTERNATIVES:

Discussion item only

RECOMMENDED ACTION:

Discussion item only



AGENDA ITEM SUMMARY

AGENDA ITEM:

7.0 Consent Calendar

PREPARED BY:

Moneque Wooden, District Administrator

ATTACHMENT(S):

- 02-15-2023 Regular Board of Directors Meeting Minutes
- 02-15-2023 Finance Committee Meeting Minutes
- MCRPD January 2023 Financial Statement
- MCRPD January 2023 Check Registrar

EXPLANATION:

All items under the consent calendar will be acted upon in one motion unless a board member requests that an individual item be taken up under DISCUSSION/ACTION

7.1 Approval of minutes for board meetings and standing committees: 02-15-2023;  
02-15-2023 Finance Committee Meeting Minutes

7.2 Approval of financial documents as recommended by the Finance Committee;  
MCRPD Financial Statement January 2023; MCRPD Check Register January 2023

FISCAL IMPACT:

None

ALTERNATIVES:

None

RECOMMENDED ACTION:

Carry a motion to approve all items included on the March 15, 2023, consent calendar.

MOTION:

*(This motion language is provided only as sample language for the recommended action. It is the sole determination of the individual members of the board as to whether this language is used.)*

I **move** to approve all items included on March 15, 2023, consent calendar.

Motion made by (Board Member): \_\_\_\_\_

Second made by (Board Member): \_\_\_\_\_

Discussion

Vote

Carried?

Yes

No

Unanimous

By majority

Voted against: \_\_\_\_\_

Abstained: \_\_\_\_\_



**FINANCE COMMITTEE MEETING  
REMOTE MEETING  
Wednesday, February 15, 2023  
4:30 p.m.**

**MINUTES**

**PLEASE TAKE NOTICE**

DUE TO THE PROVISION OF THE GOVERNOR'S EXECUTIVE ORDERS N-29-20 WHICH SUSPEND CERTAIN REQUIREMENTS OF THE BROWN ACT, AND THE ORDER OF THE HEALTH OFFICER OF THE COUNTY OF MENDOCINO TO SHELTER IN PLACE TO MINIMIZE THE SPREAD OF COVID-19, THE MCRPD FINANCE COMMITTEE MEMBERS WILL BE PARTICIPATING BY TELECONFERENCE IN THE MCRPD FINANCE COMMITTEE MEETING SCHEDULED FOR February 15, 2023.

In compliance with the Shelter-in-Place Orders of the County and State, this meeting will be closed to the public. The meeting will be accessible to the public via the following URL and sign in code.

- Meeting URL:  
<https://us02web.zoom.us/j/83579832807?pwd=U05uV3laZktvd3VhaUtHQ2NJRzdLUT09>
- Meeting ID: 835 7983 2807
- Passcode: 516119
- People who are calling in: Audio conferencing participant will need to call (415) 762-9988 or (646) 568-7788 and follow the verbal direction.

**1.0. CALL TO ORDER AND ROLL CALL**

- Meeting called to order at: 4:30pm
- Board members present: Barbara Burkey
- Board members absent: Bob Bushansky
- Staff members present: Moneque Wooden, Carly Wells, Ruby Acosta

**2.0 PUBLIC PARTICIPATION NON-AGENDA ITEMS**

- None

**3.0 INFORMATION/DISCUSSION**

- 3.1 MCRPD Financial Statement September 2022
  - The Financial Statement for September was reviewed.
- 3.2 MCRPD Check Register September 2022
  - The Check Register for September was reviewed.
  - Burkey asked about a \$990 charge, Wooden explained it was for porta-potty

costs for the Men's League and ALE's Tournament that occurred over the span of four months.

- Burkey asked about the cost for RC Sports, Wooden explained the cost was to replace the old skates owned by MCRPD that were used during Skate Nights in Fort Bragg and Skate Days in the South Coast.
- Burkey asked about Embolden Law, Wooden explained it is the legal for the MCRPD Highway 20 property.

### 3.3 MCRPD Financial Statement October 2022

- The Financial Statement for October was reviewed.
- Burkey asked about the note 6. Wooden explained MCRPD had been underbilling KUDOS for a while and is now charging the actual cost for the KUDOS program. Wooden also explained costs have been saved because of staffing costs.

### 3.4 MCRPD Check Register October 2022

- The Checked Register for October was reviewed.

### 3.5 MCRPD Financial Statement November 2022

- The Financial Statement for November was reviewed.

### 3.6 MCRPD Check Register November 2022

- The Check Register for November was reviewed.

### 3.7 MCRPD Financial Statement December 2022

- The Financial Statement for December was reviewed.

### 3.8 MCRPD Check Register December 2022

- The Check Register for December was reviewed.
- Burkey asked if MCRPD is anticipating not having enough money to be sustainable. Wooden explained those concerns are aimed towards CVSCC. CVSCC faces many capital improvements that will cost a lot and that admission and membership fees will rise to keep the facility sustainable.
- Burkey asked if the CVSCC offers employees benefits for working at the facility such as a free membership. Wooden said that the CVSCC does offer free memberships for full-time employees and employees working a minimum of ten hours a week, or free day entries for employees that do not work ten hours minimum a week but plan to use the facility before or after their shift.

## 4.0 ADJOURNMENT

- Meeting adjourned at: 4:50pm

### NOTICE TO THE PUBLIC

All disabled persons requesting disability related modifications for accommodations including auxiliary aids or service may make such a request in order to ensure full participation in a MCRPD public meeting. Such a request should be made to Moneque Wooden, District Business Manager, 300 South Lincoln St., Fort Bragg, CA 95437.

*PLEASE NOTE:* At least 48 hours in advance of standing committee meetings, agendas are posted at the District Office, C. V. Starr Community Center, 300 South Lincoln Street, Fort Bragg, California and at [mendocoastrec.org](http://mendocoastrec.org); and emailed to individuals upon request and to the Fort Bragg Advocate and Mendocino Beacon.



**REGULAR BOARD OF DIRECTORS MEETING**  
**Remote Meeting**  
**Wednesday, February 15, 2023**  
**5:30 P.M.**

**MINUTES**

**PLEASE TAKE NOTICE**

DUE TO THE PROVISION OF THE GOVERNORS EXECUTIVE ORDERS N-29-20 WHICH SUSPEND CERTAIN REQUIREMENTS OF THE BROWN ACT, AND THE ORDER OF THE HEALTH OFFICER OF THE COUNTY OF MENDOCINO TO SHELTER IN PLACE TO MINIMIZE THE SPREAD OF COVID-19, THE MCRPD BOARD WILL BE PARTICIPATING BY TELECONFERENCE IN THE REGULAR MAY MEETING SCHEDULED FOR FEBRUARY 15, 2023.

In compliance with the Shelter -in-Place Orders of the County and State, this meeting will be closed to the public. The meeting will be accessible to the public via the following URL and sign in code.

Meeting URL:

<https://us02web.zoom.us/j/81718213748?pwd=elo5VEEzYit3RWFDWk5SaG5qTWE3QT09>

- The meeting ID: 817 1821 3748
- Password: 707667
- People who are calling in: Audio conferencing participant will need to call (415) 762-9988 or (646) 568-7788 and follow the verbal direction.

Public Comment regarding matters on the Regular Board of Directors Meeting Agenda be made by attendees at the teleconference meeting or may be made written and sent to Carly Wells, MCRPD/CVSCC Administrative Supervisor: [cwells@mcrpd.us](mailto:cwells@mcrpd.us) at any time prior to the scheduled meeting. Written comments may also be delivered by using the USPS to 300 S Lincoln St Fort Bragg CA 95437. All comments received prior and during the meeting will be read aloud. The Board is prohibited from discussion or acting on matters not on the agenda but may briefly respond or ask a question for clarification (Government Code 54954.2).

The District appreciates your patience and willingness to protect the health and wellness of our community. If you have any questions regarding this meeting, please contact the Administrative Supervisor by phone at (707) 964-9446 Ext. 106 or by email at [cwells@mcrpd.us](mailto:cwells@mcrpd.us).

**1.0 CALL TO ORDER AND ROLL CALL**

- Meeting called to order at: 5:33pm

- Board members present: Burkey, Felicich, Huff
- Board members absent: Bushansky, Dominguez

## **2.0 APPROVAL AND ADOPTION OF AGENDA**

- The agenda was approved with the change to move item *7.1 Presentation of 2022 MCRPD Recreation Service Award* up before item *4.0 Letter from Beth Pine*.
- M/S/C: Felicich/Huff/Unanimous
- Yeyes: All
- Absent: Bushansky, Dominguez

## **3.0 PUBLIC PARTICIPATION-NON AGENDA ITEMS**

- Community member Dave Shpak commented about his questions from December's Regular Board Meeting not being present on the agenda and reminded the board that MCRPD is eligible for state and federal grants and wanted to know why MCRPD is unable to attain those grants. Shpak also reminded the board that Mendocino County is unable to maintain Bower Park in the South Coast and was wondering if the district could allocate and transfer tax funding towards Bower Park. Burkey thanked Shpak for his comments and apologized for his comments not being on the agenda and will make a point to have them on the next one. Wooden reminded the board not to comment on non-agenda items at this time.

## **4.0 CORRESPONDENCE**

### **4.1 Letter from Beth Pine**

- No comments

## **5.0 STAFF REPORTS:**

### **5.1 Administration Report (Moneque Wooden)**

- Wooden gave her report. Burkey asked if there were any workshops coming up that were similar to the Winter Workshops that were offered in December. Wooden said that that there will be in April.

### **5.2 Maintenance Report (Paul Kelley)**

- Wooden presented the report for Kelley.

### **5.3 Guest Services Report (Carly Wells)**

- Wells gave her report. Burkey asked Wells about the unfinished sentence regarding Sportsman, Wells explained that it meant to say she was working with Sportsman to explore other memberships that the C.V. Starr could offer.

### **5.4 CVSCC Recreation Services Report (Kimberly Ramey)**

- Ramey presented her report. Burkey asked about the lack of participation coming from the South Coast, and if it is possible to spread the word about programs and events out more.

### **5.5 MCRPD Recreation Services Report (Ellie Collins)**

- Collins presented her report. Felicich suggested having a Spanish version of program information made.

## **6.0 OTHER REPORTS:**

### **6.1 Friends of MCRPD**

- Robert Rodriguez reported that the Friends of MCRPD wanted to remind the board that the organization provides and funds scholarships for programs such as basketball, swim lessons, C.V. Starr memberships, Little League, and more.

### **6.2 South Coast**

- The Redwood Coast Regional Center is working on getting a building built with a commercial kitchen and a meeting house for the community.
- The South Coast hosted an Iceball event which was a success.

### **6.3 MECCA**

- Nothing to report.

### **6.4 Mendocino Coast Botanical Gardens**

- Everything is going well at the Botanical Gardens, nothing to report.

### **6.5 Personnel Committee**

- Nothing to report.

### **6.6 Regional Park Committee**

- Nothing to report.

### **6.7 District Services Committee**

- Nothing to report.

### **6.8 Finance Committee**

- Financials had been looked over for October through December, and MCRPD is well within the budget.

### **6.9 Board of Directors**

- Nothing to report.

Each Agenda item consists of the following steps to be carried out by the Board Chair in the subsequent order. 1) Announces agenda item by number and states the subject. 2) Staff Reports or Presentations. 3) Receive Board questions and requests for clarification 3) Receive public comments. If action is to be considered, then 4) Motion and second from the Board. 5) Moderates a discussion of the item until a final motion is ready for a vote or other disposition

## **7.0 DISCUSSION/ACTION ITEMS**

### **7.1 Presentation of 2022 MCRPD Recreation Service Award**

- Connie Mitchell was recognized as the recipient of the MCRPD Recreation

Service Award for the year 2022.

- Burkey also wanted to thank Carly Wells for her years working with the district.

#### 7.2 Botanical Gardens Proposed Fee Schedule

- Wooden told the board that Molly Baker, the executive director of the Mendocino Coast Botanical Gardens, had notified her about entrance fees being raised. Wooden reminded the board of the lease for the MCBG, and that the fees needed to be approved by MCRPD. The MCBG is proposing increased admission prices which were approved by the board of the MCBG, and now needed to be approved by MCRPD. The MCBG will aim to advertise the local fees and general admission fees.
- A motion was made to approve the proposed fee schedule as presented.
- M/S/C: Huff/Felicich/Unimous
- Yeyes: All
- Absent: Bushansky/Dominguez

#### 7.3 Request for Nomination for District Member to serve on CSDA

- A motion was made to nominate Burkey to serve on CSDA.
- M/S/C: Burkey/Huff/Unanimous
- Yeyes: All
- Absent: Bushansky/Dominguez

### 8.0 CONSENT CALENDAR

All items under the consent calendar will be acted upon in one motion unless a board member requests that an individual item be taken up under DISCUSSION/ACTION

8.1 Approval of minutes for board meetings and standing committees: 12-14-2022 Special Board of Directors Meeting Minutes; 12-20-2022 Finance Committee Meeting Minutes; 12-20-2022 Regular Board of Directors Meeting Minutes; 1-18-2022 Regular Board of Directors Meeting Minutes; 1-31-2022 Minutes Special Board of Directors Meeting Minutes

8.2 Approval of financial documents as recommended by the Finance Committee; MCRPD Financial Statement September 2022; MCRPD Check Register September 2022; MCRPD Financial Statement October 2022; MCRPD Check Register October 2022; MCRPD Financial Statement November 2022; MCRPD Check Register November 2022; MCRPD Financial Statement December 2022; MCRPD Check Register December 2022

8.3 This legislative body previously adopted Resolution No. 21-04, authorizing this legislative body to conduct remote “telephonic” meetings. Government Code 54953(e) (3) authorizes this legislative body to continue to conduct remote “telephonic” meetings provide that it has timely made the findings specified therein. “The Mendocino Coast Recreation and Park District Board of Directors



reconsidered the circumstances of the state of emergency declared by the Governor and at least on one of the following is true: (1) The state of emergency, continues to directly impact the ability of the members of this legislative body to meet safely in person; and/or (2) State or local officials continue to impose or recommend measures to promote social distancing”. AB 361 – Brown Act – Remote Meetings During State of Emergency

- I move to approve the December 21 consent calendar as presented.
- M/S/C: Huff/Felicich/Unanimous
- Yeyes: All
- Absent: Bushansky/Dominguez

#### **9.0 ADJOURNMENT –**

- Meeting adjourned at: 6:15pm
- Shpak asked about teleconference meetings being available for the public, now that in-person meetings will resume in March. At the moment this is not possible.

Next Regular Board of Directors Meeting- March 15 2023, at 5:30pm at the C. V. Starr Community Center, 300 S. Lincoln St. Fort Bragg CA 95437

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Description		Current Month Actual	Current Month Budget	Current Month Difference <i>favorable / (unfavorable)</i>	Year to Date Actual	Year to Date Budget	Year to Date Difference <i>favorable / (unfavorable)</i>	Available
<b>Operating Revenue</b>								
Enrichment	1	-	-	-	11,530	11,709	(179)	13,887
Youth Sports	2	150	250	(100)	11,250	7,633	3,617	(1,617)
Special Events	3	2,414	235	2,179	22,655	12,372	10,283	(10,258)
Adult Sports	4	-	-	-	445	1,070	(625)	12,095
Drop In	5	1,828	1,035	793	8,959	6,087	2,873	2,328
Other Income	6	4,480	3,732	748	9,811	11,490	(1,679)	2,325
<b>Total Revenue</b>		<b>8,872</b>	<b>5,252</b>	<b>3,620</b>	<b>64,651</b>	<b>50,360</b>	<b>14,290</b>	<b>18,759</b>
<b>Other Revenues</b>								
Property Tax	7	-	-	-	181,740	179,596	2,145	158,804
<b>Total Other Revenue</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>181,740</b>	<b>179,596</b>	<b>2,145</b>	<b>158,804</b>
<b>Total Revenues</b>		<b>8,872</b>	<b>5,252</b>	<b>3,620</b>	<b>246,391</b>	<b>229,956</b>	<b>16,435</b>	<b>177,563</b>
<b>Operating Expense</b>								
Wages and Benefits	8	14,703	20,000	5,297	119,323	164,056	44,733	291,618
Programs	9	0	150	150	2,171	4,180	2,009	4,322
Sports	10	2,003	2,160	157	8,744	8,710	(34)	16,903
Marketing	11	0	850	850	853	2,750	1,897	3,000
Operations	12	5,277	6,233	956	49,222	53,031	3,810	72,139
Events	13	244	400	156	4,691	6,650	1,959	7,808
Other Expenses	14	388	1,360	972	1,183	3,325	2,142	33,234
<b>Total Operating Expense</b>		<b>22,615</b>	<b>31,153</b>	<b>8,538</b>	<b>186,186</b>	<b>242,702</b>	<b>56,516</b>	<b>429,024</b>
<b>Other Expenses</b>								
Area Funding Grant	15	-	-	-	2,500	-	-	2,500
<b>Total Other Income / Expense</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>2,500</b>	<b>-</b>	<b>-</b>	<b>2,500</b>
<b>Total Expenses</b>		<b>22,615</b>	<b>31,153</b>	<b>8,538</b>	<b>188,686</b>	<b>242,702</b>	<b>56,516</b>	<b>431,524</b>
<b>Net Revenue (Expense)</b>		<b>(13,742)</b>	<b>(25,901)</b>	<b>(4,918)</b>	<b>57,705</b>	<b>(12,746)</b>	<b>(40,081)</b>	<b>(253,961)</b>

Footnotes

- 1
- 2
- 3 Special Events are over because of better turn out for the Aquathon and Silent Auction than expected.
- 4
- 5
- 6
- 7
- 8 Wages and Benefits are under for the month due to staffing shortages
- 9
- 10
- 11
- 12
- 13
- 14
- 15

**Mendo Coast Rec Park District  
Check Register**

**For the Period From Jan 1, 2023 to Jan 31, 2023**

Filter Criteria includes: Report order is by Date.

<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Cash Account</b>	<b>Amount</b>
DD1661	1/4/23	Employee Payroll	1020	387.81
DD1662	1/4/23	Employee Payroll	1020	371.39
DD1664	1/5/23	Employee Payroll	1020	47.39
DD1663	1/5/23	Employee Payroll	1020	49.92
DD1665	1/6/23	Employee Payroll	1020	2,296.04
DD1666	1/6/23	Employee Payroll	1020	2,126.40
	1/9/23	EFTPS	1020	2,099.45
	1/9/23	Employment Development Dept.	1020	553.16
	1/13/23	Employment Development Dept.	1020	37.98
	1/13/23	Mendocino Community Network	1020	138.66
DD1667	1/18/23	Employee Payroll	1020	605.05
DD1668	1/18/23	Employee Payroll	1020	93.18
DD1669	1/18/23	Employee Payroll	1020	57.80
DD1670	1/18/23	Employee Payroll	1020	461.45
DD1671	1/18/23	Employee Payroll	1020	458.47
DD1672	1/18/23	Employee Payroll	1020	372.67
DD1673	1/18/23	Employee Payroll	1020	454.27
DD1674	1/18/23	Employee Payroll	1020	534.97
DD1675	1/18/23	Employee Payroll	1020	1,211.71
DD1676	1/18/23	Employee Payroll	1020	1,469.99
DD1677	1/18/23	Employee Payroll	1020	321.91
DD1678	1/18/23	Employee Payroll	1020	311.37
DD1679	1/18/23	Employee Payroll	1020	402.53
DD1680	1/18/23	Employee Payroll	1020	412.58
DD1681	1/18/23	Employee Payroll	1020	567.91
DD1682	1/18/23	Employee Payroll	1020	468.23
DD1686	1/18/23	Employee Payroll	1020	556.43
DD1687	1/18/23	Employee Payroll	1020	907.37
DD1688	1/18/23	Employee Payroll	1020	444.45
1960	1/18/23	Employee Payroll	1020	380.44
1961	1/18/23	Employee Payroll	1020	57.80
1962	1/18/23	Employee Payroll	1020	486.52
1963	1/18/23	Employee Payroll	1020	321.91
1964	1/18/23	Employee Payroll	1020	493.14
1965	1/18/23	Employee Payroll	1020	336.53
1966	1/18/23	Employee Payroll	1020	544.99
1967	1/18/23	Employee Payroll	1020	351.16
1968	1/18/23	Employee Payroll	1020	409.69
1969	1/18/23	Employee Payroll	1020	281.66
1970	1/18/23	Employee Payroll	1020	164.61
1971	1/18/23	Employee Payroll	1020	1,181.93
1972	1/18/23	Employee Payroll	1020	453.60
1973	1/18/23	Employee Payroll	1020	230.46
1974	1/18/23	Employee Payroll	1020	362.15
DD1683	1/19/23	Employee Payroll	1020	90.94
DD1684	1/19/23	Employee Payroll	1020	47.49
DD1685	1/19/23	Employee Payroll	1020	2,271.80
1975	1/19/23	Employee Payroll	1020	56.76
1976	1/19/23	BETH PINE	KUDOS	773.02
1977	1/19/23	Carly Wells	1020	469.89
1978	1/19/23	CITY OF FORT BRAGG	1020	1,975.00
1979	1/19/23	CV STARR CENTER	1020	650.00
1980	1/19/23	Elizabeth Collins	1020	64.45
1981	1/19/23	Embolden Law PC	1020	400.00
1982	1/19/23	EPIC GRAPHICS	1020	1,522.54

**Mendo Coast Rec Park District  
Check Register**

**For the Period From Jan 1, 2023 to Jan 31, 2023**

Filter Criteria includes: Report order is by Date.

<b>Check #</b>	<b>Date</b>	<b>Payee</b>	<b>Cash Account</b>	<b>Amount</b>
1983	1/19/23	Kim Ramey	1020	338.58
1984	1/19/23	Moneque Wooden	1020	303.21
1985	1/19/23	NCSI	1020	74.00
	1/20/23	Employment Development Dept.	1020	1,205.55
	1/20/23	EFTPS	1020	4,432.35
1986	1/20/23	CV STARR CENTER	1020	40,403.60
1987	1/27/23	COUNTY OF MENDOCINO	1020	387.69
1988	1/27/23	EPIC GRAPHICS	1020	243.98
1989	1/27/23	Moneque Wooden	1020	479.94
1990	1/27/23	ODP Business Solutions, LLC	1020	34.12
1991	1/27/23	US CELLULAR	1020	593.01
<b>Total</b>				<b><u>81,095.05</u></b>