



**REGULAR BOARD OF DIRECTORS MEETING**  
**Mendocino Coast Botanical Gardens Meeting Room**  
**18220 North Highway 1**  
**Fort Bragg, CA. 95437**  
**Wednesday, April 19, 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)
- 4.2 Maintenance Report (Paul Kelley)
- 4.3 Guest Services Report (Carly Wells)
- 4.4 CVSCC Recreation Services Report (Kim Ramey)
- 4.5 MCRPD Recreation Services Report (Ellie Collins)

**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 Lease Agreement for 901 N Franklin St in Fort Bragg CA

**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

7.1 Approval of minutes for board meetings and standing committees: 03-15-2023 Finance Committee Meeting Minutes, 03-15-2023 Regular Board Meeting Minutes, 03-22-2023 Special Board Meeting Minutes

**8.0 ADJOURNMENT** – Next MCRPD Regular Board of Directors Meeting will be held on May 17, 2023, at 5:30pm; C. V. Starr Community Center 300 S Lincoln St Fort Bragg CA 95437

**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 at least 72 hours in advance of regular meetings.

## Administrative Report

Submitted by Moneque Wooden, District Administrator

April 2023

On March 31, 2023 The City of Fort Bragg became the official owner of the Highway 20, Regional Park Property. This transaction brings new beginnings to both MCRPD and the community of Fort Bragg.

On Monday, April 3<sup>rd</sup> the CV Starr Center and Staff experienced their first active lockdown. By now I am sure that the entire District has heard about this unfortunate Hoax which sent the entire community into panic. Staff responded quickly and followed step by step protocol to evacuate and secure the Center. On Thursday, April 6, Kim and I met with Fort Bragg Chief of Police, Neil Cervenka. The Chief went over with us our current protocol and what he would like to see in the future. Although the incident on Monday was very traumatizing for many, it also created an invaluable learning experience for all.

Friday, April 7<sup>th</sup> marked the Center's first Friday of reopening since the pandemic. The Center was full of grateful people. We are able to offer three fitness classes on Friday's and all three of them were full.

Last but certainly not least, I would like to give special thanks to both the maintenance and aquatics staff. Both teams have been working tirelessly to get the center's slide resurfaced and refinished. This project is a huge undertaking and was supposed to be hired out to an outside contractor unfortunately because of circumstances beyond our control, Paul, Kim, and their team had to take matters into their own hands and tackle the huge project themselves. Their level of dedication is not seen too often in today's world. The C V Starr Center is lucky to have them.

C.V. STARR COMMUNITY CENTER  
MAINTENANCE REPORT  
April 13, 2023, 2023  
SUBMITTED BY Paul Kelley

Finalizing projects

We have two projects that we can finally be checked off the list of aging equipment. These projects have reached the end of their life expectancy and although the equipment still operates correctly most replacement parts have been discontinued.

UV replacement project: We are very happy to report that this project is now in the start date stage and should be finished in a month or two.

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 needed for the project for several weeks.

Domestic boiler Project: This is one more project that we are getting closer to checking off the list. A contractor is now in place for this project and a start date is all we are waiting on; I will keep everyone posted on this project as well.

We are currently working on a list of replacement items for next year's **budget**. We have a couple of new items that have moved up the list in the last week or two because the equipment is now discontinued. One of the items that moved up quickly was our back wash equipment. Our equipment still works correctly but we just found out last week the main selecting valve is discontinued.

We had our annual slide inspection on March 13<sup>th</sup> the inspector found a couple items that needed to be fixed or added to our daily inspection or operation of the slide. We have been working very hard to get the items checked off the list, the last item will be completed on the week of the 17<sup>th</sup>.

Never a dull moment at the center.

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

April 2023

March was again a busy month with enrichment activities as well as C. V. Starr Community Center use. The Center is feeling busy again as you can see in our performance charts the drop in visits as well as the Silver Sneaker/ Renew Active visits are right back up to pre-pandemic levels. We are still working on increasing our regular memberships but are inching our way up slowly every month.

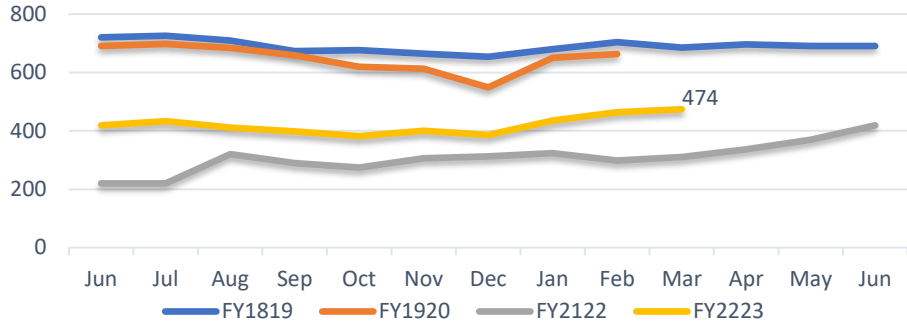
We had seven parties at the C. V. Starr Center! Every available day to host a party was booked! We also booked one Skate Party for MCRPD.

I was given the opportunity to meet with the Visit Fort Bragg marketing team in March. They visited the C. V. Starr Community Center; I was able to give them a tour and tell them all about what we have to offer the community as well as people visiting the area. They took a lot of pictures and even spoke with a couple of group fitness instructors. They then added us to the Visit Fort Bragg page and made a social media post for the Center.

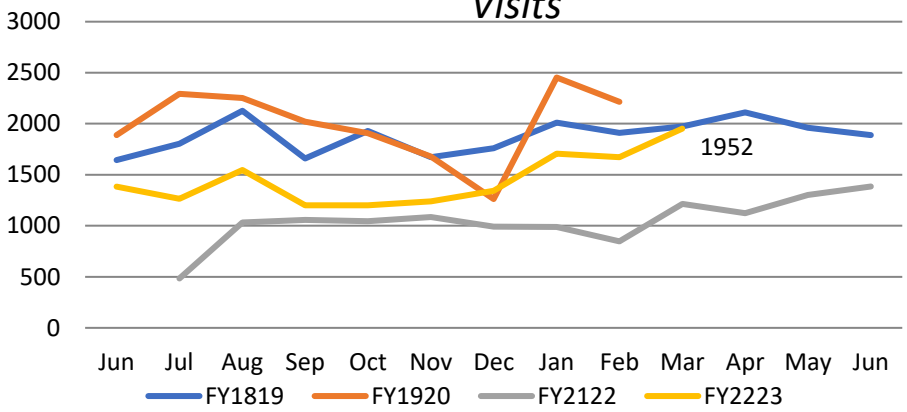
April 7<sup>th</sup> was another enrichment registration day. Eduardo and I were very busy in the morning taking calls and assisting in-person customers. This time we were allowed to give out on the spot scholarships for swim lessons from the Friends of MCRPD. The Friends of MCRPD have heard about how hard it is to get into swim lessons and understood that waiting for a scholarship approval would mean missing out on the class.

Gibb attended the CPR and First Aid class taught at the C. V. Starr Center. We now have all front desk staff with current CPR and First Aid certifications.

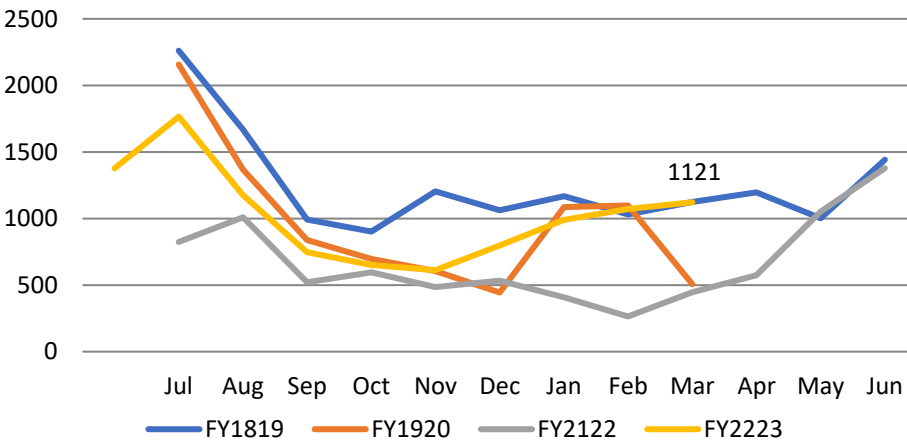
### Active Memberships (not including Punch Pass Style or Silver Sneakers/ Renew Active)



### Silver Sneakers, Prime and Renew Active Visits



### Day Passes Sold



Recreation Services Report  
April 2023  
Submitted by Kimberly Ramey, Recreation Supervisor

Enrichment:

March madness was the theme of last month. We had several programs going at once and all with great attendance. Our Leprechaun trap making class was an enormous success with eleven participants. Our Recreation Coordinator Heidi took this class on at the last minute and made it an awesome experience for the kiddos. We conducted a First Aid/ CPR/ AED class that had a full attendance with eight participants. I always enjoy teaching these classes with the forethought that I hope they will never need to use the gained knowledge from the course but will be ready if the circumstance presents itself. C.V. Starr is offering a new class for adults! "Swimming streamlined" is a class designed to get adults 16+ in the water to refine their current swimming strokes. We have started this class as a drop-in and will offer it on a registration basis coming up in the next few weeks. Once it is on a registration basis, we will be incorporating not only the two days of pool time but also Friday gym session that work the muscles associated with swimming. That is not the only new class that has been recently offered. Bob Rodriguez is teaching tweens and teens the very beginning steps of water safety and giving them a glimpse of the lifeguarding world. This class has just finished, and we are gearing up for the next session. Swim lessons continue to fill and dance classes have steady participation. Overall enrichment is busy, and people are excited to be part of what we have to offer.

Fitness: Fitness numbers are also steady with a few classes maxing out at 26 students! Our Aqua Zumba instructor had to take a hiatus for softball and in the process, we trained our Aquatics Coordinator Zach to fill her shoes. The Gym continues to be packed and our personal trainer Mike has been remarkably busy conducting personal training sessions.

Aquatics:

Aquatics has been busy with many recent inspections. Our CALOSHA inspection gave us a few new projects to work on including the buffing and waxing of the waterslide. This has been a satisfying project to undertake, and we will be incredibly happy with the finished work. A big shout out to Paul and Kurtis in maintenance for working so diligently on it. We are getting many rental requests as the schools are planning their end-of-the-year field trips. It is always a joy to accommodate them. I recently finished completing my recertification for Lifeguard instructor which will give me the ability to teach these classes for another two years. I traveled to Hayward to acquire this training and while there, was able to connect with fellow aquatics professionals especially in regard to the new CALOSHA requirements. Ellie is currently teaching a lifeguard class which will in hopes procure three new high school aged Lifeguards. This will be helpful on the weekends and evenings. Overall, the Aquatic world keeps on going and flowing.

## MCRPD Recreation Services Report

April 2023

March was another great month for MCRPD with our Hoopstars Basketball Program, CO-ED Softball, Skate Night, and Skate birthday parties!

Hoopstars was a success with 30 kids participating in the program! The program is great for kids just learning how to play basketball, or who are looking to build on existing skills. We are looking forward to running another Hoopstars program in the fall before the next season of Coast Youth Basketball begins.

CO-ED Softball started on March 26<sup>th</sup> with 5 total teams! Shoutout to our team sponsors: Princess Seafood, Hi-Star Electric, The Coast Guard, Drop-In Donuts, and the C.V. Starr Center, who help make this program a success! We have only been able to play one day of games so far due to weather, but we are excited to get back to playing this upcoming weekend.

Skate Night continues to be extremely popular with near capacity attendance each Friday night. We are also offering Skate birthday parties on the weekends permitting staff availability, and we had one in the month of March and have one scheduled for this month as well!

Heidi and I have also been extremely busy working on finding a location to bring back our Gymnastics program in. We have found a location that is an ideal space for the program, and we have put together a lot of information regarding the program and are hopeful that we can get it up and running again in the very near future! All the information Heidi and I have gathered is provided in this board packet.

Next month we are offering Archery classes in Fort Bragg and in Point Arena, both of which already have quite a few participants signed up.

We are looking forward to another great month of MCRPD Programs!

Submitted by Ellie Collins, Recreation Coordinator



## AGENDA ITEM SUMMARY

### AGENDA ITEM:

6.1 Lease Agreement for 901 N Franklin St in Fort Bragg

### PREPARED BY:

Ellie Collins, Recreation Coordinator

### ATTACHMENT(S):

- Lease Agreement
- Location Map
- Emergency Action Plan for Facility
- Cost Analyses for Gymnastics Program

### EXPLANATION:

Prior to 2020 the MCRPD ran a gymnastics program for the youth in our community. The program took place at various facilities throughout the years; the Old Rec Gym before it was the Old Rec, The Mendocino Recreation Center, Dana Gray Elementary School, and the Mooves and Grooves Studio located in the Depot Building in Fort Bragg. Due to the pandemic the Mooves and Grooves facility was given up and gymnastics equipment stored at the C. V. Starr Community Center. It has been three years since classes took place and the MCRPD is now looking into 901 N Franklin St as a possible site to bring back the gymnastics program.

The space is 1,000 square feet, allowing ample room for mats and equipment. It has a restroom for participants to use while taking classes if needed. The space does have cement floors so we will need a barrier of some kind between the floor and mats to prevent molding. Monthly rent will be \$950 and anticipated utilities are \$100 per month. This is an ideal space for the gymnastics program, and it is being offered to us at a great price.

There will be some startup costs with revitalizing this program. We will need to pay a deposit for the facility of \$1000, as well as the first month's rent of \$950 up front. We also anticipate having to purchase a few items for the program, as everything we have has been in storage for three years. The program will also take quite a few hours of setup to get the space ready with all the mats and other equipment being built and put into place. We expect these costs with the deposit, first month's rent, any new materials, and staff costs to total \$4,830. We plan to run a banner campaign to help recover a large part of the startup costs. The program is also anticipated to have high popularity. In working out cost of rent, utilities, and wages we anticipate the program to make back the startup costs and one year of rent with program registration. At 80%

registration capacity the costs should be recovered in 24 weeks. We have included cost analyses in the pages following.

In preparation for this program CAPRI has been contacted and asked if MCRPD would be covered for the program. We informed them about all equipment we intend to use such as mats, the trapeze frame for silks, and the carpeted balance beam. We also included photos of the facility for CAPRI to review as well as the lease agreement. CAPRI sees no issues with the program as proposed.

FISCAL IMPACT:

Direct rental cost of \$11,400 plus a deposit of \$1,000 and estimated utilities of \$1,200 will total \$13,600 for a year to lease this building. Programs will have additional costs as well as revenue. Attached is a gymnastics cost analyses to refer to.

ALTERNATIVES:

- Not enter into the lease agreement and continue to store gymnastics program equipment.

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 enter into the lease agreement with Dave and Anne Turner for the property at 901 N Franklin St in Fort Bragg California.

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

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

Discussion

Vote

Carried?

Yes

No

Unanimous

By majority

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

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

# RENTAL AGREEMENT

## CONTRACT BETWEEN DAVE & ANNE TURNER AND

## MENDOCINO COAST RECREATION AND PARKS DISTRICT

This lease is between Mendocino Coast Recreation and Parks District, hereinafter called "lessee", and DAVE and ANNE TURNER, hereinafter called "lessor".

The intent of this lease is to operate a gymnastics space in Unit B at 901 North Franklin, Fort Bragg, CA 95437.

1. DESCRIPTION OF PREMISES. Lessor rents to lessee and lessee hires from lessor, as herein provided, a portion of that certain real property located at 901 B. North Franklin Street, Fort Bragg, California.
2. TERM The term of this lease shall be 12 months, commencing on April 20, 2023, subject to the provisions of Item 17 herein.
3. RENT Lessee agrees to pay lessor rent for the leased premises in monthly installments of **\$950.00** commencing April 20, 2023 and on the twentieth (20th ) of each month thereafter.  
If lessee and lessor choose to extend agreement longer than 1 year, rents will reflect a 3% increase.
4. SECURITY DEPOSIT: Lessee shall deposit **\$1,000** as security for the performance by Lessee of Lessee's covenants and obligations under this Lease. This deposit will be transferred from original lease.
5. USE OF PREMISES: The premises are to be used for gymnastic training and related activities. Lessee agrees to restrict its use to such purposes and not to use or permit the use of the premises for any other purposes without first obtaining the consent in writing of lessor or lessor's authorized agent.
6. NO WASTE, NUISANCE OR UNLAWFUL USE: Lessee shall not commit, or allow to be committed, any waste on the premises, or nuisance, nor shall he use or allow the premises to be used for any unlawful purpose.
7. LIABILITY INSURANCE: Lessee agrees to procure and maintain in full force during the term of this lease and any extensions thereof, at his own expense, public liability insurance in the amount of \$1,000,000 adequate to protect against liability from damage claims through public use of or arising out of accidents occurring in or around the leased premises. Such insurance policy shall provide coverage for Lessor's contingent liability on such claims or losses. Lessor will be named as an additional insured on any insurance policy obtained by Lessee in accordance with these provisions. Lessee agrees to have insurance carrier provide Lessor with proof of coverage, and Lessee will direct his insurance carrier to send Lessor any notices of cancellation pertaining to said insurance policies. NO USE THAT INCREASES INSURANCE RISKS WITHOUT COVERAGE: Lessee agrees not to use the premises in any manner even in the use for which the premises are leased, that will increase risks covered by insurance unless lessee provides insurance coverage for said risks.
8. PAYMENT OF UTILITIES: Lessee shall pay all utilities for the leased premises including but not limited to electricity, telephone, water, sewer, and garbage. Lessee will pay PG&E and Waste Solutions directly. Lessor will divide water and sewer bills amongst the 3 spaces and lessee will pay with next rent payment.
9. REPAIRS AND MAINTENANCE: Lessee will maintain in good repair the building leased in this contract at lessee's\ own expense.

10. SIGNS: Following Landlord's consent, Lessee shall have the right to place on the Leased Premises, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or neighborhood. Landlord shall assist and cooperate with Lessee in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Lessee to place or construct the foregoing signs. Lessee shall repair all damage to the Leased Premises resulting from the removal of signs installed by Lessee.
11. DELIVERY, ACCEPTANCE AND SURRENDER OF PREMISES: Lessor states that the premises are in fit condition for use for which the premises is leased, and Lessee agrees to accept the premises on possession as in good state of repair and condition except as noted as addendum A. Lessee agrees to surrender the premises at the end of the Lease to the Lessor in the same condition as when he took possession, allowing for reasonable wear and tear.
12. LESSOR'S ENTRY FOR INSPECTION AND MAINTENANCE: Lessor reserves the right to enter the premises at a reasonable time and after reasonable notice to inspect them.
13. LIABILITY FOR CLEANUP AND MONITORING COSTS: Lessee will be liable for any damages, expenses or costs incurred during the Lease or after expiration of the Lease related to soil contamination or fuel or other hazardous material spills due to Lessee's occupancy of the premises. Lessee will also be liable for any monitoring costs which may be assessed after expirations of the Lease to monitor soil conditions at the leased premises related to Lessee's use and occupancy.
14. LESSEE'S RIGHT TO MAKE ALTERATIONS: Lessor agrees that lessee may, at his own expense make alterations, additions and changes in and to the leased premises, including installation of equipment and fixtures, provided that the value of the premises is not hereby diminished. Lessee is required to give lessor notice of said proposed changes or improvements and obtain lessor's approval prior to making them.
15. ASSIGNMENT OR SUBLEASE: Lessee agrees not to assign or sublease the premises leased or any part thereof, or any right or privilege connected therewith, without first obtaining lessor's written consent. Lessee's unauthorized assignment, sublease or license to occupy shall be void, and shall terminate the Lease or Lessor's option. Lessor will not unreasonably withhold his consent to Lessee's request to sublease a portion of the premises.
16. SUCCESSORS AND ASSIGNS: This lease and the terms, covenants and conditions hereof apply to and are binding on the heirs, successors, executors, administrators and assign to the parties hereto. In the event of a change of ownership of either party, the existing business may remain in operation.
17. LATE PAYMENT OR DEFAULT: **Rent is due on the 20th of each month. If payment is not received by the 27<sup>th</sup> day of the month, a late fee of \$50 shall due and payable.** If default shall at any time be made by Lessee in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Lessee by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Lessee, and such default shall continue for thirty (30) days after notice thereof in writing to Lessee by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Lessee written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Lessee default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.
18. CONDEMNATION: If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Lessee shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

19. SECURITY DEPOSIT: Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Lessee of Lessee's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Lessee. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Lessee hereunder. Following any such application of the Security Deposit, Lessee shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Lessee is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Lessee. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.
20. ATTORNEY'S FEES: If Lessor files an action to enforce any covenant of this Lease, or for any breach of any covenant herein, Lessee agrees to pay Lessor reasonable attorney's fees to be fixed by the court.
21. MANNER OF GIVING NOTICE: Notice given pursuant to the provisions of this Lease or necessary to carry out its provisions, shall be in writing and delivered personally to the person to whom the notice is to be given, or mailed postage prepaid and addressed to such person. Lessor's address for the purpose shall be 535 N Corry St, Fort Bragg, California 95437.
22. PERFORMANCE: If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Lessee to Landlord specifying the default, Lessee may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Lessee shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Lessee's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Lessee on demand.
23. COMPLIANCE WITH LAW: Lessee shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Lessee's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.
24. FINAL AGREEMENT: This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
25. GOVERNING LAW: This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of California.

Signed and agreed by:

\_\_\_\_\_ Date: \_\_\_\_\_ 2023  
 Owner/Lessor: Dave Turner

\_\_\_\_\_ Date: \_\_\_\_\_ 2023  
 Lessee: Moneque Wooden / District Administrator

\_\_\_\_\_ Date: \_\_\_\_\_ 2023  
 Lessee:

# For Rent

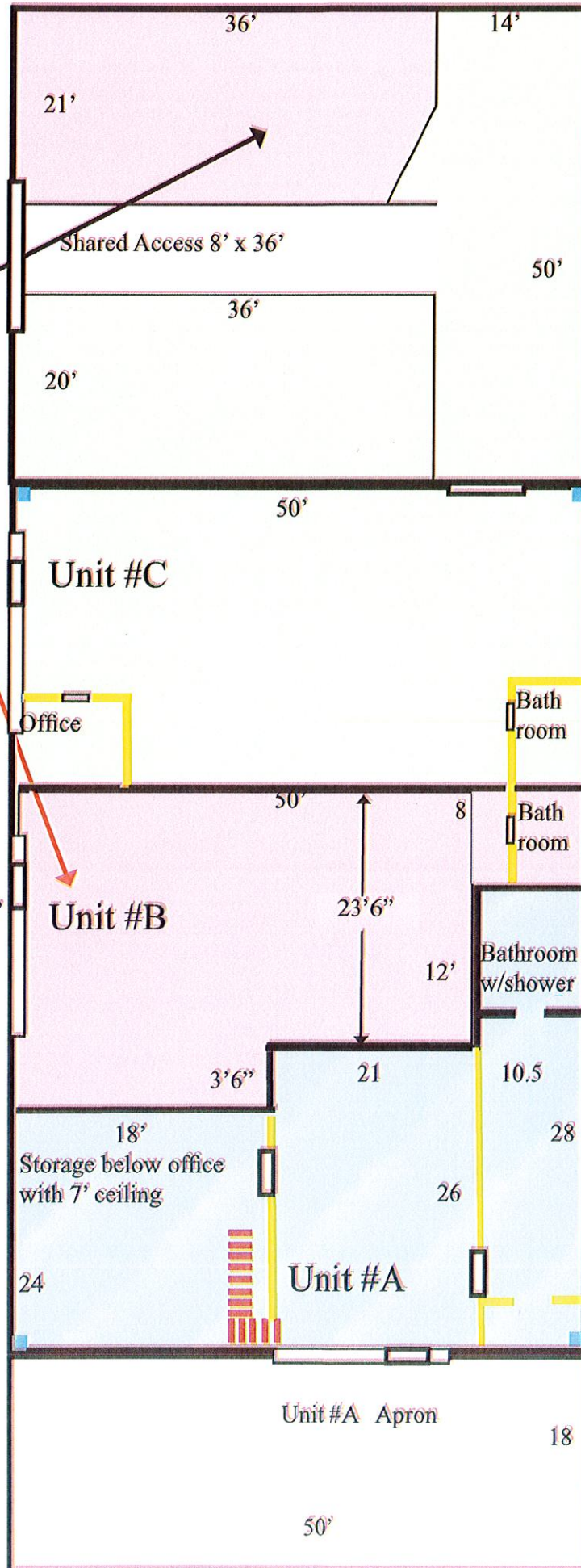
901 N Franklin Street  
 Zoned Industrial  
 3-Phase Electrical  
 3,950 SqFt \*

Fenced Yard:  
 Optional - Unit B Yard  
 21' x 36' (~750 sf)

Unit B:  
 1000 Sq Ft \*  
 12' x 12' sliding truck door  
 with person door

(\*all square footage,  
 measurements and wall  
 drawings are approximate)

Elm Street



North Franklin Street



## Emergency Action Plan (EAP) Gymnastics Studio

Address: 901 N Franklin St

Updated 4/3/23

### For all the situations that follow:

1. Call the Administrative Director and your supervisor anytime a 911 call is made once the situation has been resolved. Leave a message if no answer.
2. Write an injury report thoroughly, don't leave blanks space, put an NA if it applies, if not get the information. Make sure to obtain at least one witness to sign the back.
3. Have a supervisor sign off on the accident report. Leave report with them no more than 2 days after incident. If 911 was called, the report needs to be given to a supervisor within 24 hours.

### Accident in the Gym:

1. Trained responders will provide first aid if necessary.
2. Grab First Aid Kit, or appropriate response box (Bio-Containment Kit).
3. Crowd control is important if someone is having a medical emergency. Have any by-standing parents stop all activities and keep crowd away from victim/incident. Ideally, patrons should go against the walls, away from the victim/incident.
  - a. **Crowd Control**- it's important to give the victim as much privacy as possible and to keep the patrons moving in a safe and orderly fashion. Turn patrons away from incident or shield the victim if possible.
  - b. Meet the paramedics – have a staff member or adult go out to the street in front of the entrance on Elm Street and stand by to wave the paramedics in.
  - c. Once all the above is taken care of, return to the incident to see what assistance is needed. You may also be asked to take over CPR if they become too tired to continue and you are trained to do so.

### Regarding an unconscious victim:

1. If the victim is unconscious you will need to get help ASAP:
  - Call 911. Shout to fellow staff/parent to call 911 if you are unable.
  - Have fellow staff/parent grab waiver/release form/binder for phone number. CALL PARENT/GUARDIAN if they are not present.
2. If you are trained and have a current Red Cross CPR/AED/First Aid certification, proceed following Red Cross protocol.
3. If you aren't trained, or do not have a current Red Cross CPR/AED/First Aid certificate, stay with the victim noting any changes and approximate time of changes. IMPORTANT don't make the victim worse than when you found them by giving care outside of your current training.

### You come upon a conscious victim:

1. Introduce yourself and get consent to help.
2. Assess if 911 needs to be called. If it does:
  - Call out for assistance.
  - If needed, use your cell phone to call 911 or call out for someone to make the call.
  - If necessary, leave the victim and go to where the nearest person is who can make the 911 call for you and get assistance.
3. If you are trained and have a current Red Cross CPR/AED/First Aid certification, proceed following Red Cross protocol.
4. If you feel that the victim may become worse and 911 should be called, make the call. The victim can always refuse care when the paramedics arrive. Remember if the person becomes unconscious then this is now an implied consent situation and, if trained, provide care.



## Emergency Action Plan (EAP) Gymnastics Studio

Address: 901 N Franklin St

Updated 4/3/23

### Emergencies outside of the facility:

1. The staff member notified will have an adult or bystander call EMS.
2. If staff are available to respond outside of the facility, they should do so, but this should not in any case take a staff member off their assigned post or cause strain on standard operations.
3. Advise the person reporting the emergency that if it is safe to do so and will not cause further injury, have the victim come into the facility to receive care if necessary.
4. Continue to provide care per American Red Cross Training.

### If you are alone and someone needs medical assistance:

1. Introduce yourself and get consent to help if the victim is conscious. If the victim is unconscious call 911 right away.
2. On a conscious victim, assess if 911 needs to be called. If necessary: call right away.
3. If you are trained and have a current Red Cross CPR/AED/First Aid certification, proceed following Red Cross protocol.

### Power Outage

1. Staff clear the floor and retrieve flashlights (if at night) from the studio and help coordinate patrons.
2. Staff then perform a visual inspection of all rooms, hallways, exits and offices, to ensure patrons' safety. Staff will make sure the bathroom is clear.
3. If power does not return immediately (within 5 minutes), and the building is dark, staff keep the floor clear and begin procedures for closing the facility. A staff member must complete an incident report to document the power failure.
4. The instructor reports the power outage to supervisor if one is not present.
5. For an extended outage and/or facility closure, instructor contacts a supervisor immediately.

### Fire, Earthquake, Other

1. Staff determine the nature of the disaster, and direct patrons to the appropriate action per training and professional knowledge.
2. Line patrons up, clear the floor, grab the emergency contact binder and first aid kit then evacuate the building, and provide care as the situation requires.
3. When evacuating the building, if possible, staff should complete a walkthrough of all public areas and direct patrons out the front entrance of the studio, as that is the only entrance/exit point. The first primary location is Nello's Market and Deli Parking Lot, which is West of the front exit. If the first meeting spot is not safe or reachable, the secondary meeting spot will be used, which is the parking lot to the East, in front of Sew 'n Sew. When evacuating the building, staff should take with them the first aid kit and blankets/towels, as well as the emergency contact binder if safely possible. The Gym should not be re-entered until a supervisor or building official deems the building safe. A building official is generally the Fire Chief or police officer.
4. Staff must take attendance and make a note of any absences.
5. If a supervisor is not present, staff should try to contact a supervisor once it is safe to do so, and after more urgent contact has been accomplished (for example, after EMS personnel have been summoned, if needed).
6. **For earthquakes**, direct patrons to protect themselves by moving away from windows and free-standing structures and implementing the internationally recognized "Drop, Cover, and Hold On" protocol.





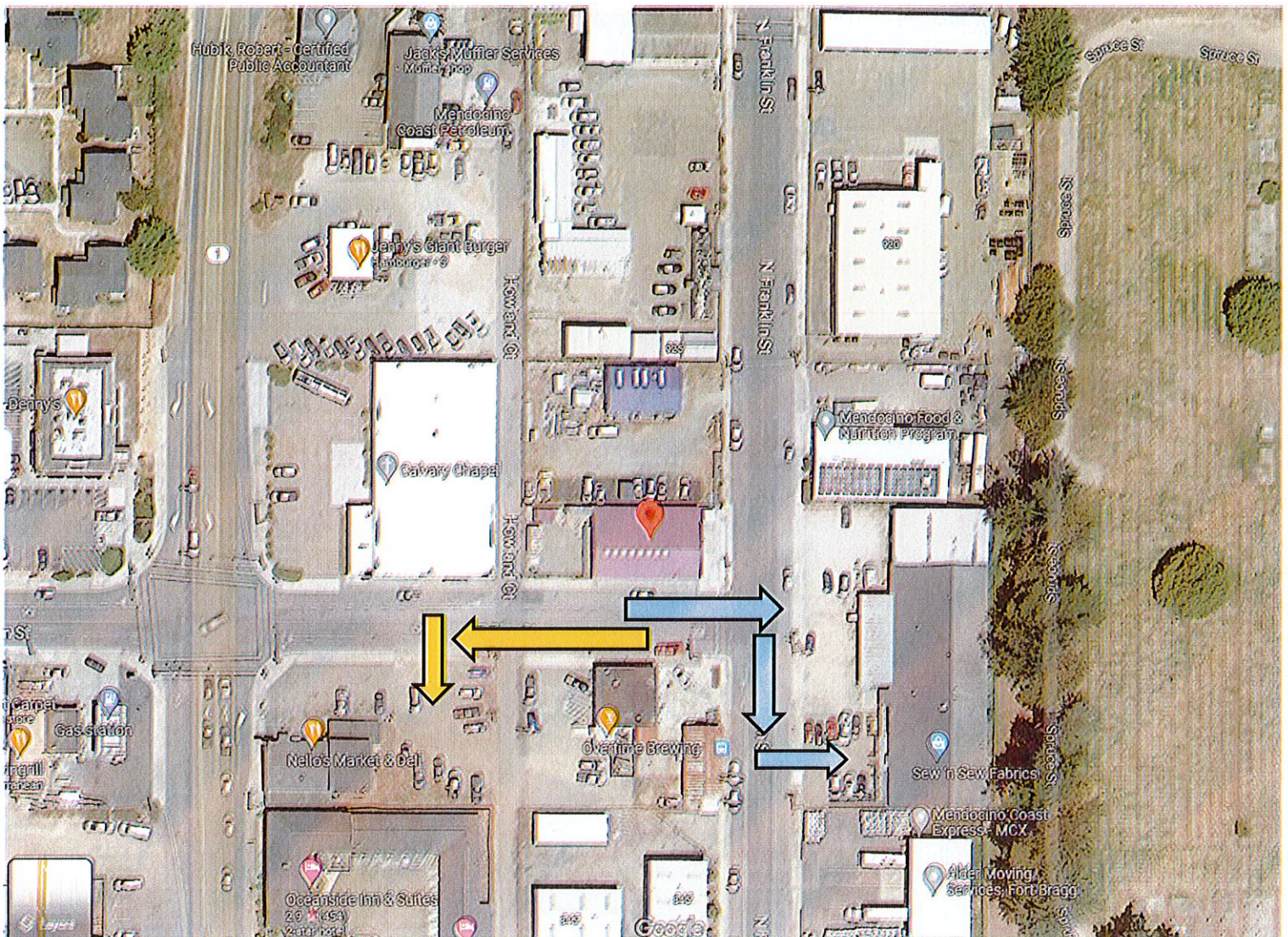
# Emergency Action Plan (EAP) Gymnastics Studio

Address: 901 N Franklin St

Updated 4/3/23

7. DROP to the ground (before the earthquake drops you!)
8. Take COVER on the ground (cover heads with hands and arms) HOLD ON until the shaking stops.
9. Following the earthquake, provide care as the situation requires.
10. Staff should then clear the room, then clear the building, exiting to the parking lot, or approved meeting area.
11. Following the emergency, a staff completes an incident report.

## Emergency Exits



## GYMNASTICS COST ANALYSES

### START UP COST

This cost analysis is for startup costs that we are hoping to offset with the banner donation. Each banner will cost \$200, and we will hang all the banners up at 901 N Frankin where the program will be held. As shown on the next page, it will take 1 8-week session with 80% registration to make back the startup costs not covered by the banner drive.

<b>REVENUE:</b>	
12 banners @ \$200 each	\$2,400.00
<b>EXPENSES:</b>	
Deposit	\$1,000.00
First month's rent	\$950.00
Concrete barrier & Other potential materials needed	\$1,500.00
Staff @ \$34.5/hour for 40 hours	\$1,380.00
<b>TOTAL EXPENSES:</b>	\$4,830.00
<b>Net Profit/Loss:</b>	-
	<b>\$2,430.00</b>

### STARTUP COST & 1 YEARS RENT COVERAGE

This cost analysis shows how we will make up the startup costs and cover 1 years rent and utilities, with 80% registration in 24 weeks, which is a total of 3 8-week sessions.

80% Registration	
<b>REVENUE:</b>	
72 participants @ \$120 each	\$25,920.00
<b>EXPENSES:</b>	
Rent for 1 year	\$11,400.00
Utilities for 1 year	\$1,200.00
Staff costs @ \$34.5/hour for 300 hours	\$10,350.00
Startup Costs	\$2,500.00
<b>TOTAL EXPENSES:</b>	\$25,450.00
<b>Net Profit/Loss:</b>	<b>\$470.00</b>

## ESTIMATED PROFIT PER SESSION

This cost analysis is for an 8-week session, spanning over two months. Each week, there will be 10, 1-hour classes taught by our instructor. Each participant will attend class once a week for the entire 8-week session. It will be \$15 per class, which is a total of \$120 per session per participant. We have estimated that our instructor will be working 12.5 hours each week to include each class, and setup and take down each day. Each 1-hour class can hold a total of 9 participants. We have also included rent, utilities, front desk, and coordinator costs for the program as well.

80% Registration	
<b>REVENUE:</b>	
72 participants @ \$120 each	\$8,640.00
<b>EXPENSES:</b>	
Rent for 2 months	\$1,900.00
Utilities for 2 months	\$200.00
Instructor 12.5 hours/week for 8 weeks @ \$34.5/hour	\$3,450.00
Front Desk @ \$45/hour for 4 hours of registration	\$180.00
Coordinator @ \$26/hour for 12 hours of Program Maintenance	\$312.00
<b>TOTAL EXPENSES:</b>	\$6,042.00
<b>Net Profit/Loss:</b>	<b>\$2,598.00</b>

100% Registration	
<b>REVENUE</b>	
90 participants @ \$120 each	\$10,800.00
<b>EXPENSES:</b>	
Rent for 2 months	\$1,900.00
Utilities for 2 months	\$200.00
Instructor 12.5 hours/week for 8 weeks @ \$34.5/hour	\$3,450.00
Front Desk @ \$45/hour for 4 hours of registration	\$180.00
Coordinator @ \$26/hour for 12 hours of Program Maintenance	\$312.00
<b>TOTAL EXPENSES:</b>	\$6,042.00
<b>Net Profit/Loss:</b>	<b>\$4,758.00</b>

AGENDA ITEM SUMMARY

AGENDA ITEM:

7.0 Consent Calendar

PREPARED BY:

Carly Wells, Administrative Services Supervisor

ATTACHMENT(S):

- 03-15-2023 Regular Board of Directors Meeting Minutes
- 03-15-2023 Finance Committee Meeting Minutes
- 03-22-2023 Special Board of Directors Meeting Minutes

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: 03-15-2023 Regular Board of Directors Meeting Minutes; 03-15-2023 Finance Committee Meeting Minutes; 03-22-2023 Special Board of Directors Meeting Minutes

FISCAL IMPACT:

None

ALTERNATIVES:

None

RECOMMENDED ACTION:

Carry a motion to approve all items included on the April 19, 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 April 19, 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**  
**C. V. Starr Community Center**  
**300 South Lincoln Street**  
**Fort Bragg, CA 95437**  
**Wednesday, March 15, 2023**  
**4:30pm**

**Minutes**

**1.0. CALL TO ORDER**

- The meeting was called to order at 4:30pm
- Present: Barbara Burkey, Moneque Wooden

**2.0 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).

- None

**3.0 INFORMATION/DISCUSSION**

**3.1 MCRPD Financial Statement January 2023**

- Burkey reviewed the statement and asked for clarification about what falls into the organizational category. Wooden explained that it is compiled of utilities, advertising, insurance, staffing, and IT etc.
- Wooden spoke to MCRPD programs almost always running at a cost deficit and the challenges of new laws that prevent volunteers from performing the work of paid employees.

**3.2 MCRPD Check Register January 2023**

- The check register was reviewed, no items were pulled for questions.

**3.3 FY2022-2023 MCRPD Mid-Year Budget Report**

- The budget was reviewed.
- Wooden spoke to several line items: Enrichment will be lower due to the loss of the JFK program. Youth Sports and Special Events have been bumped up as they have been performing better than expected with high enrollment in the youth basketball program and a very successful Aquathon. Wages are up due to hiring a new coordinator. Adult Sports are up due to the need for two umpires per adult sport game. Miscellaneous category was brought down as we did not have a need for an election this year.
- MCRPD will end the year at a loss of \$49,334 which will be covered by the property tax that MCRPD receives.
- Burkey asked about the other revenue that is KUDOS and ASSETS, if we would have that revenue in the future. Wooden explained that currently we

will not as we will not be running the program in the future as we currently do. We may participate in other capacities in the future if we work out other ways with the School District. Some schools are outsourcing recreation to recreation and park districts. Wooden also pointed out most of the revenue from the KUDOS/ASSETS programs is reimbursement revenue.

- Discussion about offering more special events occurred.

#### **4.0 ADJOURNMENT**

- Meeting adjourned at 5:07PM

#### **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 Administrator, 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.

DRAFT



**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.**

**Minutes**

**1.0 CALL TO ORDER**

- The meeting was called to order at 5:30PM
- Present: Barbara Burkey, Angela Dominguez, John Huff, Kylie Felicich
- Absent: Bob Bushansky

**2.0 APPROVAL AND ADOPTION OF AGENDA**

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

- 6.1 was struck from the agenda and the agenda was approved as amended. 6.1 will happen at a special meeting March 22<sup>nd</sup> 2023.
- A motion to approve the Agenda as amended
- M/S/C: Felicich/Huff/Unanimous
- Yeyes: Burkey, Dominguez, Huff, Felicich
- Naves: None
- Absent: Bushansky

**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).

- None

**4.0 STAFF REPORTS:**

**4.1 Administrative Report (Moneque Wooden)**

- Wooden stated that 6.1 will be moved to the special meeting next week and corrected her report to say that the City of Fort Bragg Mid-Year Budget Workshop meeting did not happen today as planned. It will be held on Wednesday, March 22<sup>nd</sup>.
- Wooden asks that all board members turn in form 700 and also complete their online trainings that have been assigned.
- April 7<sup>th</sup> the CVSCC will be opening on Fridays 9:00am-2:00pm.

**4.2 Maintenance Report (Paul Kelley)**

- Wooden reviewed Kelley's report and went over the air handling project.

**4.3 Guest Services Report (Carly Wells)**

- Wells pointed out the good news in the day passes sold. They are at pre-



pandemic levels.

#### 4.4 CVSCC Recreation Services Report (Kim Ramey)

- Ramey informed that board that the CVSCC has been VERY busy on the weekends.

#### 4.5 MCRPD Recreation Services Report (Ellie Collins)

- Collins reviewed the current MCRPD programs that are running.
- Marketing in the South Coast was discussed.
- Burkey brought up the idea of maybe offering special events like concerts in the South Coast.

### 5.0 OTHER REPORTS:

#### 5.1 Friends of MCRPD

- Wooden reported that she attended their meeting. The Friends of MCRPD will now allow CVSCC staff to give out scholarships for swim lessons on registration day without pre-approval.

#### 5.2 South Coast

- Burkey attended the RCRC meeting. RCRC is going ahead with plans of developing their pavilion. They are looking into fundraising and developing budget. They would like to again set up swim lessons at the sea ranch pool.

#### 5.3 MECCA

- No meeting

#### 5.4 Mendocino Coast Botanical Gardens

- Burkey attended their meeting. They raised \$116,000 from their annual appeal they also received \$116,000 for an employee retention grant. They hired a fundraising consultant to look into more ways to raise funds.

#### 5.5 Personnel Committee

- No meeting

#### 5.6 Regional Park Committee

- No meeting

#### 5.7 District Services Committee

- No meeting

#### 5.8 Finance Committee

- Burkey reported that the Finance Committee met today and went over the MCRPD January finances. Everything is looking good. Special events looked great due to the success of the Aquathon. Bushansky did not attend.

#### 5.9 Board of Directors

- No comments

### 6.0 DISCUSSION/ACTION

#### 6.1 Purchase Agreement Highway 20; Regional Park Property

- Struck from agenda.

#### 6.2 MCRPD FY2022-2023 Mid-Year Budget

- Moneque read through the budget summary. Enrichment will be lower due

to not operating the Just for Kids program. Youth sports will end the year higher due to higher-than-anticipated attendance. Special events is much higher due to the Aquathon not being planned for this year when the budget was created. Drop-in programs are running well. Adult sport programs have been a bit slower at gaining back their momentum. Miscellaneous revenue is higher due to the reimbursement for KUDOS/ASSETTS being reimbursed at the correct rates. Wages and Benefits will be higher due to adding more staffing to MCRPD recreation so that staff can be trained before current staff departs the District. Adult Sports expenses are up due to the District limping along for many years, equipment needs to be replaced. Miscellaneous expenses are lower due to there not being a need for a board elevation this year.

- Burkey asks about the net loss and how it compares to years past.
- Wooden stated that it is similar to years past.
- Huff asks for clarification on the laws about volunteers and employees and why we can't have both at the same time.
- Wooden explained the law but did not recall the actual name of the law at the time.
- A motion was made to approve the 2223 MCRPD Mid-Year Budget as presented.
- M/S/C: Huff/Felicich/Unanimous
- Yayas: Dominguez, Burkey, Felicich, Huff
- Nayas: None
- Absent: Bushansky

### 6.3 Introduction of Sea Dragons and their program

- Derek Hutchinson introduced himself as the head coach of the Sea Dragons Swim Team and stated he was here to answer questions about the Sea Dragons. He gave a description of the Sea Dragons and how they are a youth recreation organization. They have been at CVSCC since we opened, They have 30 to 80 swimmers between the ages 6-18. The Sea Dragons offer novice and competitive levels of swimming with their organization. They provide swimmers an opportunity to swim, compete, have fun, and learn. Hutchinson then went over the challenges that the team endured though the pandemic.
- Jamie Ries introduced herself as the Sea Dragons Board President. Sea Dragons are 501c3 organization. They have a six-member board made up of swimmer parents and non-parents. There are currently 50 active swimmers. They do offer a financial assistance program. There are four coaches all who are full time employees for with either MUSD or FBUSD. Ries went over the fundraisers as well as the Swim Meet. The popularity of the annual thanksgiving classic swim meet among other teams. The asked around to get an estimate of how much money the Swim Meet brings to our town from out-of-town swimmers and their families. They estimate that around \$100,000 is brought to the community by this event every year. Ries thanked the CVSCC staff and stated how appreciated the

CVSCC is by the Sea Dragons.

- Carol Mckevitt spoke about bringing her son here for years and how much they appreciate being part of the Sea Dragons swim team.
- Heidi Sorenson spoke about her family being a new swim team family. She is very happy with how her family has built relationships with the CVSCC staff and the Sea Dragons coaches. She is very appreciative of how the coaches work with the kids all at their own levels and is happy to see the confidence that it is instilling in her daughters. Because of being here with the swim team four days a week, the family decided to purchase a family CVSCC membership so that they can all utilize the Center while they are here.
- Angelica is a parent of swim team members. She stated that the swim team had helped her and her family learn to speak English. They swam in Mexico and were worried about not having a team when they moved and were so happy to find out that there is an amazing swim team community here. Her kids can swim year-round in a safe place.
- Burkey thanked everyone for speaking and sharing their experiences and invited everyone to come back to MCRPD meetings.
- Felicich thanked everyone for all the time that they are putting in for their kids.
- Huff thanked them for what they do for the kids. He didn't realize how much money came into the community for Swim Meets and didn't realize that the Sea Dragons go year-round. Huff asked if they needed anything to please ask.
- A parent from the Sea Dragons echoed that and said they would be happy to help out the MCRPD as well.

#### 6.4 MCRPD's future with obtaining state grants.

- Wells read comments submitted by Dave Shapk aloud to the Board. (attached at the end of the minutes)
- Burkey read her notes on the history of this topic: "In October 2017 the California Department of Parks and Recreation Off-Highway Motor Vehicle Recreation Division (OHMV) approved a \$255,000 grant to the MCRPD to prepare a draft and final EIR as well as an economic feasibility study for a proposal to create an off-highway vehicle park within a portion of the District's Highway 20 property. In April 2018 the OHMV approved \$2,739,000 for both a planning and a restoration grant. The scope of work for these grants included debris removal, fencing the entire property, installing access gates, restoring trails, and removing invasive species from existing logging roads and trails. With the grant funds approved, the district began to take steps to obtain the initial EAR only to be brought to a halt by an audit conducted by the OHMV. An interim audit report dated December 10, 2018 was provided to the district in mid-February, 2019. Because of the audit, all the grant funds were frozen. As of mid-March 2019, the District was told that the audit was in the Attorney General's office. The District's inquiries as to its status went unanswered

with the explanation that there was “an audit in process.” In May 2019, the District’s attorney, Douglas Provencher, and Westamerica bank’s attorney, Nicolas Delancie had a conference call with Sixto Fernandez, Brian Robertson and Katherine Tobias on behalf of the OHMV about the status of the grants. They advised that the matter was with the California Attorney General’s office for some undisclosed reason. They indicated their belief that the District’s Board was seriously conflicted and had not followed the proper grant procedures. They informed the District that they would only be willing to deal with “untainted Board Members.” On June 15, 2020 a conference was held with the following people in attendance:

Brian Robertson, CA Parks Department  
Susan Austin, Assistant Attorney General  
Sixto Fernandez, Grants Manager, CA Parks  
Katherine Tobias, Attorney for Parks Department  
Nicholas DeLancie, Attorney for Westamerica Bank  
Jane Ivy-Jones, Westamerica Bank  
Moneque Wooden, MCRPD District Administrator  
Carly Wells, MCRPD  
Barbara Burkey, Board Member MCRPD  
Leslie Bates, Board Member MCRPD  
Douglas Provencher, Attorney for MCRPD

The purpose of the meeting was to determine if the two existing grants might be reinstated or restarted. The Parks Department attorney, Katherine Tobias advised that the grants were suspended due to alleged inappropriate conduct between the California Recreation Alliance (CRA) and the District regarding the use of grant funds and the District’s required matching funds. Because of this alleged misconduct, the Parks Department would not proceed with the grants unless the District provided adequate assurances that the grant funds would be appropriately used. This would require a new party to administer the funds. In view of the history of alleged self-dealing, the District would need to satisfy the Parks Department that there would be no further issues in order for additional grant funds to be authorized. The allegations of self-dealing and misconduct were tied to irregularities with the bidding process for the fence by “several Members of the Board.” The MCRPD was advised to “disassociate” itself from tainted Board Members, John Huff, Bob Bushansky and Kirk Marshall. The Parks Department will not proceed with grants to MCRPD as long as any BOD member that approved the arrangement for the fence bid remains on the Board.”

- Huff asked if we can get that in writing from the State of California.
- Burkey said she would ask.
- Huff asked what the outcome of the investigation was.
- Burkey said that they would not pursue criminal charges but also not release the awarded funds to the MCRPD. This is because there was an appearance of “self-dealing.”
- Huff asked if there was anything bad done?

- Burkey went over the fence bid process and who got it. That is the issue that the State believed was mishandled. Burkey stated that even if wrongdoing did not happen, there certainly was a perception that it did and that was why the State needed to freeze funding.
- Huff asks if he was one of the board members in question.
- Burkey said yes, it was him and Bob Bushansky.
- Huff asked if he was in the company that was awarded the project or had finance interest in it.
- Burkey said no, not to her knowledge.
- Burkey pointed out CRA involvement and Huff's wife's involvement with CRA.
- Huff stated that he nor his wife received any money from CRA and that they were volunteers.
- Huff again asked for these statements in writing from the State of California.
- Burkey stated that the only way we can get grants from the State of California is if the board members currently deemed "tainted" by the State of California are no longer on our board. There would need to be a recall election or board members step down.
- Huff brought up CVSCC transfer to the City of Fort Bragg. He believes that because it was not done correctly that is why the MCRPD was not eligible for State Grants and that we were not eligible even though we were awarded grants and it was found out during the OHV audit.
- Dominguez asked why Huff will not step down for the sake of the District. That there is clearly a perception that we will not be given funds if he is on the board.
- Huff says he won't step down because he didn't do anything wrong.
- Dominguez said that Huff should step down because he is in the way of the District being able to get grants according to the state and it didn't matter if he did anything wrong or not it is a road block.
- Huff stated that this is only according to the state of California and not that he did anything wrong.
- Burkey stated that Huff is a stubborn person for not stepping down and she also believes that Bushansky should also step down.
- Huff asked Dominguez for her opinion if he should step down.
- Dominguez stated that she is for the District and to be in support of the district she believe that Huff should step down.
- Huff asked Felicich her opinion.
- Felicich thought that it is terrible that MCRPD cannot get grants. At the end of the day there is a lot of money for the community. She felt bad if Bushansky and Huff were treated unfairly.
- Burkey stated that the ball is in Huff's court.
- Burkey then addressed the second part of the comments given to the board by Shpak. She believes that we need to give more support to the Bower Park.

- Ramey spoke to how excited she was when she started her position to get things going in the South Coast. She brought up the challenges of finding areas to do recreational programs.
- Felicich agreed with Ramey and explained the shape that the facilities are in within Bower Park.
- Collins asked what is exactly being asked of the District for Bower Park.
- Felicich states that she believes that the Bower Park needs to be fixed up and repaired so that it can be used safely for recreation.
- Burkey spoke to the idea that the South Coast could look into succeeding from the MCRPD and then form their own park district.
- Wooden stated that when you look at the budget it is clear that MCRPD would have to get grants to sustain Bower Park. Wooden also spoke to the challenges finding employees in the South Coast. Wooden also agreed that MCRPD may want to look into adjusting the MCRPD boundaries so that the South Coast would be excluded from MCRPD and could then form their own district.
- Felicich stated that she does not want to simply wash her hands of the South Coast but wants what is best for everyone.

## **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

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

- A motion was made to approve the March 15<sup>th</sup> 2023 Consent Calendar as presented.
- M/S/C: Felicich/Dominguez/Unanimous
- Yeyes: Dominguez, Burkey, Felicich, Huff
- Nays: None
- Absent: Bushansky

## **8.0 ADJOURNMENT –**

- The meeting was adjourned at 6:47pm



**SPECIAL BOARD OF DIRECTORS MEETING**  
**C. V. Starr Community Center**  
**300 S Lincoln St**  
**Fort Bragg CA, 95437**  
**Wednesday, March 22, 2023**  
**4:30PM**

**Minutes**

**1.0. CALL TO ORDER**

- The meeting was called to order at 4:31pm
- Roll Call
- Present: Angela Dominguez, Barbara Burkey, Kylie Felicich, John Huff
- Absent: Bob Bushansky

**2.0 APPROVAL AND ADOPTION OF AGENDA**

- There was a motion to adopt the agenda.
- M/S/C Huff/Felicich
- Yaes: Dominguez, Burkey, Felicich, Huff
- Nays:
- Absent: Bushansky
- 

**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).

- None

**4.0 DISCUSSION/ACTION**

**4.1 Final Agreement Highway 20; Regional Park Property**

- Moneque Wooden introduced the item and reviewed the packet documents.
- Doug Provencher, MCRPD Bankruptcy Attorney, was in attendance via Zoom on a projector.
- Huff asks Mr. Provencher where in the document it says that MCRPD is relieved of debt.
- Provencher it is in the lease termination document. Not in the sale agreement.
- There was a motion to approve Resolution 23-01, Authorizing Agreement for Acquisition of Real Property & Escrow Instructions for the sale of Highway 20; Regional Park Property

- M/S/C: Huff/Felicich
- Yaes: Dominguez, Burkey, Felicich, Huff
- Naves:
- Absent: Bushansky
- Wooden asked for clarification about what documents needed to be signed.
- Provencher provided clarification.

## **5.0 ADJOURNMENT**

- The meeting was adjourned at 4:40pm

DRAFT