Spalding Community Services District Board of Directors



wish to comment.

MEETING AGENDA MARCH 18, 2022 3:00 PM

MEMBERS OF THE BOARD
MIKE ARNOLD, BOARD CHAIR
TED THOMAS, BOARD VICE CHAIR
LARRY DOSS, DIRECTOR
ED LAWSON, DIRECTOR
RON LOBUE, DIRECTOR

MEETING LOCATIONS:

EAGLE LAKE COMMUNITY CENTER

502-907 MAHOGANY WAY, SUSANVILLE, CA 96130

530-825-3258

WELCOME TO THE SCSD BOARD MEETING- PLEASE SIGN IN

Welcome to the SCSD Board Meeting! Members of the public may provide public comment on any item on the Board's agenda. A person seeking to address the Board may do so in person or submit their comments via email to generalmanager@spaldingcsd.org or via telephone at 530-825-3258 at least two hours prior to the start of the meeting. The Board Secretary will read all timely received comments during the board meeting. If your comment is directed to a particular agenda item, please note the item number in your email. Public comments are limited to five (5) minutes unless the Chairperson of the Board grants a longer period of time. A group representative addressing the Board is limited to fifteen (15) minutes, or longer, as the Chairperson deems necessary. Comments by members of the public on an item that appears on the agenda will only be allowed during consideration of the item by the Board.

CALL TO	OORDER		
ROLL C	ALL		
M	ike Arnold	Ted Thomas	Larry Doss
Ec	i Lawson	Ron LoBue	
1.	PLEDGE OF ALLEGIANCE		
2.	APPROVAL OF THE AGENDA		
3.	GENERAL MANAGER REPORT TO BOARD		
4.	FIRE CHIEF REPORT TO BOARD		
5.	PUBLIC COMMENT – Please wait to speak discussion. Presentations are limited to o		

6. APPROVAL OF MINUTES

a. Submitted for approval are the minutes from February 18, 2022, Board of Directors Meeting.

7. CONSENT CALENDAR

a. Monthly expenditures report.

8. **PUBLIC HEARING**

- a. NONE
- 9. BOARD MEMBER REPORTS / BOARD MEMBER COMMENTS

10. NEW BUSINESS

- a. Review and approve General Manager Contract with Marlane Morse.
- b. Discuss for approval Memorandum to District Counsel Dated March 18, 2022.
- c. Review and approve Star link internet service.

11. CONTINUING BUSINESS

- a. Discuss Marina deferred maintenance.
- b. Discuss clearing roadways for Emergency Equipment access.
- c. Update information regarding kitchen oven donations.

12. GENERAL MANAGER REPORT

a. Review Bond Foreclosure Process

13. CLOSED SESSION

a. NONE

14. ADJOURN

NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 15, 2022, AT 3:00 PM

Information and Procedures Concerning the Agenda and Board of Directors Meetings

Meeting Information:

Meetings are generally held the third Friday of each month. Meetings start at 3:00 p.m. and are held in the Eagle Lake Community Center, 502-907 Mahogany Way, Susanville. At the end of each year the Board adopts a meeting schedule for the upcoming year. Meeting dates can be changed as a result of holidays or other events so please check the meeting calendar to be certain. Copies of the adopted meeting calendar for the year are available in the District Office or on the district's website.

Agenda Information:

The agenda for every meeting of the Board is posted in front of the District Office at least 72 hours before each meeting (24 hours before a special meeting) and is also available on the district's website. A copy of the agenda and supporting materials provided to the Board of Directors members to explain each agenda item (excluding documents that are not a public record within the meaning of the Public Records Act) are available for your review at the District Office (please do not remove items from these files), and on the district website. Copies of supporting materials can be made for you at a charge to cover costs.

Agenda Format and Meeting Order:

The agenda is usually organized into the following areas and meetings generally proceed in the following order:

- Pledge of Allegiance.
- 2. Approval of Agenda.
- 3. General Manager Report to Board.
- 4. Fire Chief Report to Board.
- 5. <u>Public Comment</u>: this is the area of the agenda where members of the audience may address the Board on any matter not listed on the agenda. The Board, by law, cannot take action on any matter not listed on the agenda, but may respond to statements or questions and provide staff direction. Pursuant to Governor's Order N-29-20, public comments may be submitted via email to generalmanager@spaldingcsd.org or via telephone at 530-825-3258 at least two hours prior to the start of the meeting.
- 6. Approval of Minutes: this is the time for the board to approve the minutes from the previous board meeting.
- 7. Consent Calendar: these are items that are considered routine and are handled by one motion and vote of the Board. If you wish to discuss any item on the Consent Agenda you can either fill out a speaker card (located in the back of the board room) and give it to the Clerk of the Board (sitting to the left of the Board) or, when the Chair asks if there is anything anyone would like to remove from the Consent Agenda, stand and approach the podium and request the item be removed. The removed items are discussed at separately.
- 8. <u>Public Hearing and Timed Items</u>: this is where items that are required by law to be heard as a public hearing are set. This is the section where appeals before the Board are usually discussed. Hearings may start after the time listed but will never start before the time listed.
- Board Members Reports / Committee Reports: this is where board members can speak on any conferences, workshops, meetings, or other activities SCSD General Interest including AB1234 travel reports.
- 10. New Business: this is where presentations to the Board and items that require full discussion are heard.
- 11. Continuing Business: this is where staff and board can engage on business matters on-going or previously heard.
- 12. General Managers Report: this is where the GM informs the board on any current activity or situation occurring in the district.
- 13. <u>Closed Session</u>: The Board is authorized, by law, to meet in a closed session in certain circumstances. This area of the agenda identifies those items that will be discussed during the closed session.
- 14. ADJOURNMENT: this is the time that the board conclude the current meeting and sets the date, time, and location for the following special or regular scheduled board meeting.

Public Participation:

It is the policy of the Board of Directors, and a requirement of the California Open Meetings Law, to allow members of the public the opportunity to comment on all matters before the Board. Public participation is limited to matters within the subject matter jurisdiction of the Board pursuant to Government Code Section 54954.3. The Board has adopted policy and procedures to facilitate the meeting process and conduct.

The Board of Directors is committed to making its proceedings accessible to all citizens. Individuals with special needs should call the District Office at 530.825.3258, Tuesday through Friday, 9:30 a.m. to 3:30 p.m. to request disability-related modifications/accommodations or to request materials in alternate formats. All requests for special

adequate time to provide the re swiftly and resolving any			
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SPALDING COMMUNITY SERVICES DISTRICT **REGULAR BOARD MEETING**

APPROVED BY DIRECTORS:	February 18 th 2022
	E COMMUNITY CENTER, SPALDII UCTED VIA TELECONFERENCE;

NG (WITH LIMITED SEATING);

BOARD MEMBERS/STAFF PRESENT: MIKE ARNOLD, CHAIRPERSON, TED THOMAS, VICE-CHAIRPERSON, LARRY DOSS, ED LAWSON, RONALD LOBUE

MEETING CALLED TO ORDER BY Ted Thomas at 3:02 p.m.

Roll Call

Mike Arnold present by phone, Ted Thomas present, Larry Doss present, Ed Lawson present Ronald LoBue present by phone

PLEDGE OF ALLEGIANCE

1. APPROVAL OF THE AGENDA

Motion: Approve the agenda

First: Mike Arnold Second: Ed Lawson

Roll Call: Larry Doss - Yes: Mike Arnold - Yes: Ted Thomas - Yes: Ed Lawson - Yes

Ronald LoBue - No

- 2. **Board of Directors Organization for 2022**
 - a. Election of Board Chair.

Ted Thomas nominated Mike Arnold, Larry Doss 2nd the motion. Mike Arnold accepted, Ted Thomas, Yes, Larry Doss, Yes, Ed Lawson Yes Ronald LoBue, No

- b. Election for Vice Chair. Mike Arnold nominated Ted Thomas, Ed Lawson second Ted Thomas and accepted, Mike Arnold Yes, Larry Doss Yes, Ed Lawson Yes, Ronald LoBue No
- 3. RECRUITMENT/RETENTION: Thank Chris Gallegher and the committee for there work and Suggestions, and revised Ordinance to be reviewed. The committee was then dissolved.
- PUBLIC COMMENT: A. Amy Hagen spoke about possible new Stove for Community 4. Center, was set aside as Action Item. Also for the chance to do more research into the purchasing of it,
 - B. Kari Graton ask about internet letter, and brought up todate. Kari also made several suggestion on how to do things and was very helpful.
 - C. Barbara Willard had concerns about vote in regards to Money and people working for the district.

- D. Viginia Bruce say we can't buy the new Stove with fund raising Money, because it is not a line item.
- 5. CLOSED SESSION -Pursuant to Government Code Section 54956.8

Public employee appointment

General Manager

Review all current submitted resumes and interview

Went to closed session at 3:48

Back from closed session at 5:17

Nothing to Report out at this time.

6.

FIRE CHIEF REPORT: Cliff reported that they have had around 50 calls, 5 of the calls in 2022. Also that he was going to Burney to bring back air bags he was able to get from a joint grant. Thru Traffic and Safety, All of our Fire vehicle are 4 wheel drive and that we have snow chains and snow blowers if needed. We have also served Stones on about 1/2 a dozen calls.

7 **APPROVAL OF MINUTES:**

Approval Continue of Minutes for October 22nd, 2021

1st Mike Arnold 2nd Ted Thomas

Mike Arnold, yes Ted Thomas, yes Larry Doss, yes Ed Lawson, yes Ronald LoBue, No

Approval of Minutes for November 19th 2021 (with Correction)

1st Mike Arnold. 2nd Larry Doss

Mike Arnold, yes Ted Thomas, yes Larry Doss, yes Ed Lawson, yes Ronald LoBue, No

Approval of Minutes for Dec 2, 2021 Special Board Meeting (with Corretions)

2nd Ted Thomas 1st Larry Doss

Mike Arnold, Yes Ted Thomas, yes Larry Doss, yes Ed Lawson, yes Ronald LoBue, No

8. **CONSENT CALENDER:** Questions was asked about TIAA Bank and CPA

1st Mike Arnold 2nd Larry Doss

Mike Arnold, yes Ted Thomas, yes Larry Doss, yes Ed Lawson, yes Ronald LoBue, no

- 9. **PUBLIC HEARING**
- 10. BUDGET REVIEW: Review budget to actual, Budget Adjustment; need to transfer \$4000.00 from account 3000100 to 3001700 to pay for trouble

Shooting and repairs of damaged network.

1st Ed Lawson 2nd Ted Thomas

Mike Arnold, yes Ted Thomas, yes Larry Doss, yes Ed Lawson, yes Ronald LoBue, No

BOARD MEMBERS REPORTS / BOARD MEMBERS COMMENTS/COMMITTEES: 10.

> Ed Lawson thank Chris Gallagher in regards to Green Waste and all those that help work on it. Also there is a possibly of do several this next year.

10. <u>NEW BUSINESS:</u> Discussion for the adoption of Resolution 2022-2 Bond Delinquency/
Foreclosure. – Action requested -A motion to approve Resolution No.2022-2
and Provide direction to counsel to prioritize those properties whose
delinquencies exceed \$2000.00

1st Mike Arnold 2nd Ted Thomas Mike Arnold, yes Ted Thomas, yes Larry Doss, yes Ed Lawson, Yes Ronald LoBue, yes

11. Action items

a.) tree trimming, b,) Stove

ADJOURN

The meeting was adjourned at 6:30 Motion by Ted Thomas, 2nd by Ed Lawson Mike Arnold- Yes, Ted Thomas- Yes, Larry Doss- Yes, Ed Lawson- Yes. Ronald LoBue - Yes

The next regular meeting scheduled for March 18th 2022

Respectfully submitted by: Sharon Moats

Spalding Community Services District General Ledger

As of March 18, 2022

Туре	Date	Num	Name	Memo	Split	Original Amount	Paid Amount	Balance
1 · Checking at Lasse								56,456.93
1.225 · 225 Fire - 0								-4,702.73
Check	02/23/2022	166	UMPQUA Bank	Jan billing	-SPLIT-	-472.93	-472.93	-5,175.66
Check	02/23/2022	167	Spalding Community	fuel used	3001701 · Main	-74.87	-74.87	-5,250.53
Check	02/24/2022	168	Shirley Spediacci	costco 2 bills 2	3001700 · Main	-41.97	-41.97	-5,292.50
Check	03/10/2022	170	NAPA Sierra	inv. 405957 H	3002700 · Smal	-50.49	-50.49	-5,342.99
Check	03/10/2022	171	UMPQUA Bank	FEB BILLING	-SPLIT-	-744.54	-744.54	-6,087.53
Check	03/10/2022	172	Spalding Community	FEB. FUEL US	3001701 · Main	-116.83	-116.83	-6,204.36
Total 1.225 · 225 F	ire - Cash Account						-1,501.63	-6,204.36
	- Main Cash Accoun							61,977.70
Check	02/23/2022	cl7844	IRS	payroll taxes	3000211 · Spec	-881.06	-881.06	61,096.64
Check	02/23/2022	cl7844	EDD	payroll taxrs	3000211 · Spec	-380.16	-380.16	60,716.48
Check	02/23/2022	cl7844	DD Direct Deposit Pa	payroll 3-15-2	3000100 · Salar	-2,250.34	-2,250.34	58,466.14
Check	02/23/2022	cl7844	DD Direct Deposit FE	3-15-2022 pay	3000211 · Spec	-9.25	-9.25	58,456.89
Check	02/23/2022	121516	Mary Cheek CPA	payroll and w-2's	3002300 · Profe	-314.70	-314.70	58,142.19
Check	02/23/2022	121517	TIAA Bank	invoice 8728967	3002500 · Rent	-180.88	-180.88	57,961.31
Check	02/23/2022	121518	Reppco Tech	invoices 1165	-SPLIT-	-1,155.00	-1,155.00	56,806.31
Check	02/23/2022	121519	Guardian	Feb 2022	3000211 · Spec	-89.57	-89.57	56,716.74
Check	02/23/2022	121520	UMPQUA Bank	Jan billing	-SPLIT-	-1,607.42	-1,607.42	55,109.32
Check	02/23/2022	121521	Forest Office Equipm	invoice sv0034	3002200 · Offic	-52.25	-52.25	55,057.07
Check	02/23/2022	121522	California Association	2022 member	3002000 · Mem	-100.00	-100.00	54,957.07
Check	02/23/2022	121523	Susanville Ace Hard	invoices 49897	-SPLIT-	-123.89	-123.89	54,833.18
Check	02/23/2022	121524	Frank Martins	4 32 x 2 1/4 m	3001700 · Main	-1.664.75	-1.664.75	53.168.43
Check	02/23/2022	121525	Verizon Wireless	invoice 98993	3001200 · Com	-909.56	-909.56	52,258.87
Check	02/23/2022	121526	Ed Staub & Sons	propane and gas	-SPLIT-	-1,924.42	-1,924.42	50,334.45
Deposit	02/25/2022	121520	Ed Staub & Soris	Deposit	-SPLIT-	4,739.35	4.739.35	55,073.80
Deposit	02/25/2022			Deposit	-SPLIT-	210.00	210.00	55,283.80
Payment	03/02/2022	d= 140	Chinas Tiffery (252	Deposit		378.00		
		dp 149	Skinner, Tiffany (252	0/4/00	1110 · Account		378.00	55,661.80
Check	03/03/2022	cl7844	DD Direct Deposit FE	3/4/22 payroll f	3000211 Spec	-9.25	-9.25	55,652.55
Check	03/03/2022	cl7844	DD Direct Deposit Pa	3/4/2022 payroll	3000100 · Salar	-2,872.54	-2,872.54	52,780.01
Payment	03/04/2022	dp149	Goddard, Tamara (2		1110 · Account	78.00	78.00	52,858.01
Payment	03/04/2022	dp148	Rounsaville, Joesph		1110 · Account	400.00	400.00	53,258.01
Check	03/04/2022	121527	Frontier Communicati	January Billing	-SPLIT-	-527.42	-527.42	52,730.59
Payment	03/07/2022	DP149	Sharkey, Eric (334-16)		1110 · Account	300.00	300.00	53,030.59
Payment	03/07/2022	DP149	Beckley, Jaycee (3		1110 · Account	156.00	156.00	53,186.59
Check	03/10/2022	121528	Frontier Communicati	Feb. and Marc	-SPLIT-	-370.40	-370.40	52,816.19
Check	03/10/2022	121529	Frontier Communicati	March billing 5	-SPLIT-	-482.83	-482.83	52,333.36
Check	03/10/2022	121530	Mary Cheek CPA	invoice 6691	3002300 · Profe	-300.00	-300.00	52,033.36
Check	03/10/2022	121531	LMUD	Feb. billing	3003000 · Utiliti	-862.20	-862.20	51,171.16
Check	03/10/2022	121532	Reppco Tech	invoice 1149	3001700 · Main	-262.50	-262.50	50,908.66
Check	03/10/2022	121533	Streamline/Digital De	March billing i	3001200 · Com	-75.00	-75.00	50,833.66
Check	03/10/2022	121534	Forest Office Equipm	INV. SV00361	3002200 · Offic	-64.06	-64.06	50,769.60
Check	03/10/2022	121535	UMPQUA Bank	FEB BILLING	-SPLIT-	-1,260,40	-1,260,40	49,509.20
Check	03/10/2022	121536	Stradling Yocca Carls	JAN INVOICE	-SPLIT-	-2,393.60	-2,393.60	47,115.60
Total 1.227 · 227 S	ewer - Main Cash Acc	count					-14,862.10	47,115.60
1.231 · 231 Recrea	tion - Main Cash Acct							-818.04
tal 1 · Checking at L	assen County						-16,363.73	40,093.20
Ĺ							-16,363.73	40,093.20

1 of 1

For Fiscal Year 2022

From 2/18/2022 To 6/30/2022

County of Lassen Expenditure Account Detail

User: jmack Addendum = *

Vendor Name
SHIRLEY SPEDIACCI
SHIRLEY SPEDIACCI
UMPQUA BANK
UMPQUA BANK
SPALDING CSD - PETTY CASH

\$589.77

Grand Total:

Expenditures

Print Date 3/15/2022

For Fiscal Year 2022

From 2/18/2022 To 6/30/2022

Expenditure Account Detail County of Lassen

Addendum = *User: jmack

*	1													5	3	4																				
Amount *	\$2,250.34	\$10.00	\$470.00	\$302.67	(\$6.6\$)	(\$302.67)	\$2,412.63	\$10.00	\$89.57	\$14.99	\$14.99	\$3.95	\$909.56	\$47.17	\$40.73	\$35.99	\$1,664.75	\$675.00	\$480.00	\$951.55	\$410.73	\$100.00	\$13.93	87.99	\$14.99	\$17.15	\$214.48	\$52.25	\$300.00	\$14.70	\$428.95	\$380.00	\$496.00	\$180.88	\$279.99	\$265.92
#DOC#	CM000836	CM000836	CL810455	JE001710	JE001741	JE001710	CM000889	CM000889	CL810649	CL810650	CL810650	CL810650	CL810520	CL810522	CL810522	CL810522	CL810515	CL810517	CL810517	CL810512	CL810512	CL810516	CL810650	CL810650	CL810650	CL810650	CL810650	CL810513	CL810511	CL810511	CL810650	CL810650	CL810650	CL810523	CL810512	CL810512
# LM	00000001	00000001	01171701	00000001	00000001	00000001	00000001	00000001	01171910	01171917	01171917	01171917	01171919	01171915	01171915	01171915	01171911	01171912	01171912	01171908	01171908	01171906	01171917	01171917	01171917	01171917	01171917	01171909	01171907	01171907	01171917	01171917	01171917	01171916	01171908	01171908
Description	PAYROLL DIRECT DEPOSIT	PAYROLL DD FEES	RN277545 12/2/21 #21110843	CORR ACCT- CK#1170486	CANC WT 1166083 STALE DATE	CORR ACCT- CK#1170486	DIRECT DEP 3/4/2022	DIRECT DEP. FEES	GRP#765033 3/1-3/31/22 INS	1/15/22 ADOBE ACROPRO SUB 2477	1/30/22 ADOBE ACROPRO SUB 2477	1/7/22 FREE CNF CALL GLBL 2477	9899383591 1/12-2/11/22	498978 1/4/22	499452 1/14/22	499700 1/21/22	1/1/22 INVOICE SWR POND/LIDS	1148 2/3/22 TECH SRVC	1165 2/13/22 TECH SRVC	6843566 2/11/22 CARB REG	6843571 2/11/22 CARB REG	2074 1/27/22 CALMUTUAL MMBRSHP	1/10/22 AMZN PRIME SUB #2477	1/2/22 AMAZON MUSIC #2477	1/5/22 AMAZON #2477 RESCUE SRV	1/7/22 AMAZON #2477 FOLDERS	1/7/22 AMAZON #2477 HARD DRV	SV003476 2/2/22	6605 1/31/22 SPALDING PAYROLL	6638 1/26/22 E-FILING W2/W3	1/1/22 INDEED #2477	1/10/22 CSDA CAREER POST #2477	1/15/22 ZIPRECRUITER #2477	8728967 2/6/22 #42059206	6666632 1/14/22 PROPANE	6666651 1/14/22 PROPANE
Vendor Name	UNASSIGNED VENDOR	UNASSIGNED VENDOR	SILVER STATE ANALYTICAL LAB IN	UNASSIGNED VENDOR	UNASSIGNED VENDOR	UNASSIGNED VENDOR	UNASSIGNED VENDOR	UNASSIGNED VENDOR	GUARDIAN LIFE INS CO OF AMERIC	UMPQUA BANK	UMPQUA BANK	UMPQUA BANK	SACRAMENTO VALLEY LMTD PARTNER	LIFESTYLE SUSANVILLE, LLC	LIFESTYLE SUSANVILLE, LLC	LIFESTYLE SUSANVILLE, LLC	FRANK A MARTINS	REPPCOTECH LLC	REPPCOTECH LLC	ED STAUB & SONS PETROLEUM, INC	ED STAUB & SONS PETROLEUM, INC	CA ASSN MUTUAL WATER CO	UMPQUA BANK	UMPQUA BANK	UMPQUA BANK	UMPQUA BANK	UMPQUA BANK	RONALD D REBELL	MARY CHEEK	MARY CHEEK	UMPQUA BANK	UMPQUA BANK	UMPQUA BANK	TIAA COMMERCIAL FINANCE, INC	ED STAUB & SONS PETROLEUM, INC	ED STAUB & SONS PETROLEUM, INC
Vendor	0	0	14392	0	0	0	0	0	12344	15044	15044	15044	734	15609	15609	15609	13303	15951	15951	926	926	86666	15044	15044	15044	15044	15044	315	11910	11910	15044	15044	15044	13644	926	926
Prog																																				
Acct	3000100	3000211	3002300	3001700	3002200	3003000	3000100	3000211	3000211	3001200	3001200	3001200	3001200	3001400	3001400	3001400	3001700	3001700	3001700	3001701	3001701	3002000	3002200	3002200	3002200	3002200	3002200	3002200	3002300	3002300	3002400	3002400	3002400	3002500	3003000	3003000
CC																																				
BU	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270	2270
FD	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227	227
Date	02/18/22	02/18/22	02/25/22	02/28/22	02/28/22	02/28/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22	03/04/22

1 of 2

2 of 2

For Fiscal Year 2022

From 2/18/2022 To 6/30/2022

County of Lassen Expenditure Account Detail

User: jmack Addendum = *

*	_ص	3
Amount	\$16.23	\$13,265.43
WT# DOC#	01171908 CL810512	Expenditures:
# LM	01171908	Fotal Budget Year Expenditures:
Description	. 6666677 1/14/22 PROPANE	Total
Vendor Name	ED STAUB & SONS PETROLEUM, INC 6666677 1/14/22 PROPANE	
Vendor	926	
Prog		
Acct	3003000	
CC		
BU	2270	
FD	227	
Date	03/04/22	

\$13,265.43	
Grand Total:	

Expenditures Print Date 3/15/2022

User: jmacl		u
		j mac
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For Fi	For Fiscal Year 2022		County of Lassen General Ledger Summary with Revenues and Expenditures	es		User: jmack
Fund	d B/U C/C	Account	Account Name Open	Opening Balance	YTD Activity	Balance Status
231		0100000	SPAULDING RECREATION	\$1,605.21	\$4.19	\$1,609.40
231		7500000	FUND BALANCE AVAILABLE	(\$1,605.21)	\$0.00	(\$1,605.21)
231		9100000	ESTIMATED REVENUES	\$0.00	\$1,602.00	\$1,602.00
231		9300000	APPROPRIATIONS	\$0.00	(\$1,602.00)	(\$1,602.00)
231	2310	2003000	INTEREST		(\$6.19)	
			TOTAL REVENUES			(\$6.19)
231	2310	3001500	INSURANCE TOTAL EXPENDITURES		\$2.00	\$2.00

\$2.00 \$0.00

\$0.00

\$0.00

FUND TOTAL

1 of 1

SPALDING COMMUNITY SERVICES DISTRICT PART-TIME EMPLOYMENT AGREEMENT

This PART-TIME EMPLOYMENT AGREEMENT ("Agreement") is dated for reference purposes only as of April 1, 2022, and is entered into by and between Spalding Community Service District ("Spalding"), acting through its Board of Directors (the "Board") and Marlane Morse ("Employee") [hereinafter collectively referred to as "the parties"].

RECITALS

- A. The Board desires to employ an individual who is qualified to act as General Manager ("GM") of Spalding.
- B. Employee possesses the qualifications necessary to act as GM and is willing and able to undertake the desired employment.
- C. After due notice and at a regular meeting of the Board held on March 18, 2022, the Board authorized Spalding to enter into this Agreement with Employee.
- D. The parties now desire to set forth their agreement for Spalding's employment of Employee on a part-time basis and under the terms and subject to the conditions set forth herein.

Accordingly, the parties agree as follows:

- 1. Assumption and Description of Duties.
- 1.1. <u>Effective Date</u>. The provisions of this Agreement, unless otherwise stated, shall become effective on the date set forth in the first paragraph above ("Effective Date"), and continue to and including April 1, 2023.
- 1.2. <u>Duties</u>. Employee shall assume and perform all duties, responsibilities and services, and take all other actions necessary to manage and conduct the business and activities of Spalding. The authority, duties and responsibilities of the GM shall be subject, at all times, to the adopted policies of, and directives given by, the Board. Within thirty (30) days of the Effective Date, Employee shall secure a bond in conformance with Ordinance 2.03.020.
- affairs will not obligate Employee to work a full 40 hour work week and further anticipate that Employee will average 24 hours per week over the term of this Agreement. In the event Employee works more than 30 hours in any given week, Employee shall notify the Board chair by email within twenty-four hours of such event. Accordingly, the work hours and schedule for the GM are flexible, provided that the proper operations of Spalding are maintained and taking into consideration the operating hours of the main office. For the avoidance of doubt, excepting meetings, emergencies, and an initial 60 day transition period, Employee may work remotely, understanding that this is meant primarily for use when weather or other occurrences restrict travel.

2. <u>Compensation</u>.

- 2.1. <u>Salary</u>. Spalding shall pay Employee the rate of Thirty Six Dollars (\$36.00) per hour of work performed ("Compensation"). Such Compensation shall be paid to Employee in equal bimonthly installments or thereafter in accordance with Spalding's then-prevailing payroll practices. Compensation shall be subject to applicable withholding requirements. Employee shall track her hours worked on a written log or timecard and submit in accordance with Spalding's then-prevailing payroll practices.
- 2.3. <u>Health Benefits</u>. One Hundred Eighty (180) days following the Effective Date, employee shall be eligible for participation in Spalding's existing dental and vision programs and such other health benefit programs as may come into existence during the term of this Agreement in accordance with Spalding's then-existing policies.
- 2.4. Taxes. Employee shall be responsible for her federal, state, local or other taxes resulting from any compensation or benefits provided to her by Spalding. Spalding shall withhold from any compensation or benefits provided under this Agreement all federal, state, local or other taxes as may be required pursuant to law or governmental regulation or ruling. Spalding shall not be liable for any state or federal tax consequences to Employee or to any designated beneficiary hereunder, the heirs, administrators, executors, successors, and assigns of Employee. Employee shall assume sole liability for any state or federal tax consequences of this Agreement or any related agreement and agrees to indemnify and hold Spalding harmless from such tax consequences.
- 3. <u>Adjustment of Compensation</u>. The Board and Employee expect her salary, including benefits, to be reviewed during the annual performance evaluation set forth in section 7 below and from time to time during the term of this Agreement and adjusted in the discretion of the Board in order to reflect the quality of services rendered by Employee.
- 4. <u>Life Insurance</u>. Spalding shall purchase and pay the required premiums on a term life insurance policy in accordance with Spalding's existing policy, with the beneficiary named by Employee to receive One Hundred Percent (100%) of any benefits paid.

5. Leaves.

- 5.1. <u>Holiday Leave</u>. Employee shall be entitled to those holidays granted to employees of Spalding by Policy 2505.2.
- 5.4. <u>Vacation Leave</u>. Employee shall accrue vacation in accordance with Policy 2500.
 - 5.5. Sick Leave. Employee shall accrue sick leave in accordance with Policy 2520.
- 5.6. <u>Accrued Leaves Paid Upon Termination</u>. Upon termination of this Agreement, Employee shall be paid for all unused accrued vacation and sick leave time as set forth in sections 5.4 and 5.5 respectively.
- 6. <u>Performance Evaluation</u>. The Board shall evaluate and assess the performance of Employee every six months. The Board's evaluation will be based upon a review of Employee's performance as compared to goals and objectives developed by Employee and reviewed, revised, and

ratified by the Board. These goals and objectives are referred to hereafter as "goals and objectives." The Board may consider modification of Employee's Compensation following such evaluation, which modification is to be effective January 1 of the following year.

- 7. Expense Reimbursements. Spalding shall reimburse Employee for documented, actual and necessary expenses incurred by Employee within the scope of her employment and while representing Spalding, including transportation costs. Spalding reserves the right to review and regulate the incurring of expenses, provided that it does not unduly restrict Employee in the performance of her duties under this Agreement. For the avoidance of doubt, Spalding shall not reimburse employee for travel expenses associated with her commute to Spalding from her home.
- 8. <u>Outside Professional Activities</u>. With prior approval of the Board, Employee may undertake outside professional activities including consulting, speaking and writing; said outside professional activities may be performed for consideration, provided, in the Board's sole discretion, that said activities do not interfere with the Employee's duties.

Any such activities undertaken by the Employee must be accomplished on Employee's vacation days, evenings, weekends, holidays or other non-duty days. Employee may not use Spalding offices or equipment or Spalding funds to pay for expenses incurred in performing these professional activities. Receipt of any compensation, including honoraria, by Employee must comply with California law.

9. <u>Confidential Information</u>. Employee acknowledges and stipulates that in the performance of her duties, Spalding discloses and entrusts her with certain confidential information of Spalding. Employee agrees not to directly or indirectly disclose or use at any time, during the term of her employment by Spalding and thereafter, any such information, whether it be in the forms of records, lists, data, personnel information, drawings, reports or otherwise, of a business or technical nature, which was acquired by Employee during her employment relationship with Spalding unless such disclosure is authorized by Spalding in writing, is required by law or is required in the performance of the duties of the GM.

10. Termination of Employment.

- 10.1. "At Will" Employment. Employee shall serve at the pleasure of the Board and is an "at will" employee whose employment may be terminated by the Board at any time with or without cause. Employee shall have no right to appeal or otherwise grieve her termination and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Board to terminate the services of Employee at any time in the sole discretion of the Board. For purposes of this Agreement, termination without cause shall be defined as termination of Employee's employment by the Board for no specified cause. Termination for cause shall be defined as termination of Employee's employment by the Board for the express reason that Employee has, in the sole discretion of the Board, violated state or federal laws, Spalding rules or regulations, and/or Board policies or directives. The amount of compensation, if any, to be paid to Employee upon termination shall be determined according to this Agreement. Except as otherwise specifically provided in this Agreement, or as may be required by law, Employee shall not be entitled to any compensation upon termination of her employment.
- 10.2. <u>Termination Without Cause</u>. Spalding may, in its sole discretion, terminate Employee's employment under this Agreement without cause upon an affirmative vote of at least

four (4) directors of the Board and upon providing Employee with at least thirty (30) days of notice of such termination.

- 10.3. <u>Termination by Employee</u>. Employee may resign from her position as GM upon at least thirty (30) days (or less days in the Board's sole discretion) prior written notice to the Board. Any such notice provided under this paragraph shall specifically set forth the date of such termination. Employee shall not be entitled to severance pay under such circumstances.
- 10.4. <u>Termination upon Death</u>. In the unfortunate event of Employee's death, Spalding, within ten (10) days of receiving notice of such death, shall pay Employee's estate the remaining portion of Compensation and benefits that otherwise would have been paid to Employee through the end of the month in which she dies. Neither Employee nor her estate shall be entitled to severance pay under such circumstances.
- 10.5. <u>Limitations on Cash Benefit on Termination</u>. Pursuant to Government Code section 53260, in the event of termination of this Agreement for any reason, no cash settlement may be made in an amount which exceeds the salary remaining under this Agreement, or salary for eighteen (18) months, whichever is less. This amount shall not be construed as a guarantee or minimum entitlement.
- 10.6. <u>Limitation on Non-Cash Benefit on Termination</u>. Pursuant to Government Code section 53261, in the event of termination of this Agreement for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits that may be provided for a period not to exceed the month period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when the employee obtains this employment before the measuring period has expired.
- 11. Notices. Any notice to the Board required or permitted under this Agreement shall be in writing, either by personal service or by registered or certified mail, postage prepaid, addressed to Chairperson, Board of Directors, Spalding Community Services District at Spalding's business address. A copy of any such correspondence shall also be personally delivered, or sent by registered or certified mail to the General Counsel of Spalding, currently Stradling Yocca, Carlson & Rauth. Any such notice to Employee shall be addressed to Employee at her home address then shown in Spalding's files. For the purpose of determining compliance with any time limit in this Agreement, a notice shall be deemed to have been duly given (a) on the date of service, if served personally on the party to whom it is to be given, or (b) on the second business day after mailing, if mailed to the party to whom the notice is to be given in the manner provided in this paragraph.
- 12. <u>Entire Agreement</u>. The parties hereto acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms. This Agreement constitutes the entire agreement between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or implied not contained in this Agreement.
- 13. <u>Modification, Amendment, Waiver</u>. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by Spalding and Employee. The failure of Employee or Spalding to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either party thereafter to enforce each and every provision hereof in accordance with its terms.

- 14. <u>Governing Law</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California to the exclusion of the law of any other jurisdiction.
- 15. <u>Legal Counsel</u>. Each party was given the opportunity to be represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or had the opportunity to retain legal counsel.
- 16. <u>Severability</u>. It is the desire of the parties that the Agreement be binding and enforceable to the maximum extent permitted by law. Should any provision of this Agreement declared or be determined by a court of law, or other tribunal of valid jurisdiction, invalid or unenforceable, the remaining provisions hereof shall be binding and effective nevertheless.
- 17. <u>Construction</u>. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.
- 18. <u>Counterparts</u>. This Agreement may be executed by the parties in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e. a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.
- 19. <u>Public Disclosure</u>. Disclosure of this Agreement and to the public and the procedures thereto shall be governed by applicable provisions of the laws of the State of California.

IN WITNESS WHEREOF, the parties have entered into this EMPLOYMENT AGREEMENT as of the date first written above.

SPALDING COMMUNITY SERVICES DISTRICT

Ву		_
	Chairperson, Board of Directors	_
EMPL	LOYEE	
M	avane Whose	
Marla	ine Morse	

Address: 212 Peninsula Drive, Lake Almanor, CA 96137 Phone: 530-816-1018

Email: mcmorse@mindspring.com

MEMORANDUM

To: District General Counsel and Staff

From: District Board of Directors

Date: March 18, 2022

Subject: Policy Regarding Assignments to General Counsel

I. Background.

The District has a limited budget for general counsel services; therefore, it is important that inquiries to counsel be limited to those issues determined by the Board to be appropriate for submission to counsel for analysis and/or advice.

II. Policy.

The following individuals are authorized to seek advice from the District's general counsel for District related matters:

- 1. The General Manager;
- 2. The Board President; and
- 3. Any two Board members

General counsel is hereby directed only to respond to inquiries and/or requests for advice meeting the foregoing requirements.

From: Starlink

Sent: Saturday, March 12, 2022 8:12 PM

To: eaglelakescsd@citlink.net

Subject: Your Starlink Order has Shipped

STARLINK



Order Shipped

Tracking Number(s):

Fedex: 270785250412

Order Number:

ORD-2984602-61013-37

Billing for new customers will start 14 days after your Starlink ships. You can cancel and return your Starlink kit within 30 days from receipt for a full refund.

To learn more about billing, shipping, and other frequently asked questions, visit the Help Center.

Download the Starlink App (iOS, Android) to find the set up location that will deliver the best service.

Mounts and accessories are available for purchase on the Starlink Shop.

SIGN IN TO MY ACCOUNT

Space Exploration Technologies Corp | 1 Rocket Road, Hawthorne, CA 90250

Questions? See Starlink FAQs