



SPALDING COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS

TELEPHONIC
REGULAR MEETING AGENDA
MAY 15, 2020
3:00 PM

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

MEETING ACCESS:
PURSUANT TO GOVERNOR'S ORDER N-29-20
THIS MEETING WILL BE CONDUCTED VIA TELECONFERENCE
THE PUBLIC MAY ELECTRONICALLY ATTEND THE MEETING
VIA TELEPHONE: (701)779-9724
VIA WEB: [HTTP://JOIN.FREECONFERENCECALL.COM/EAGLELAKESCS](http://join.freeconferencecall.com/eaglelakescscd)
ONLINE MEETING ID: EAGLELAKESCS

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 submit their comments via email to generalmanager@spaldingcscd.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.

THIS MEETING IS BEING HELD IN ACCORDANCE WITH THE BROWN ACT AS CURRENTLY IN EFFECT UNDER THE STATE EMERGENCY SERVICES ACT, THE GOVERNOR'S EMERGENCY DECLARATIONS RELATED TO COVID-19, AND THE GOVERNOR'S EXECUTIVE ORDER N-29-20 ISSUED ON MARCH 17, 2020 THAT ALLOWS ATTENDANCE BY MEMBERS OF THE DISTRICT, DISTRICT STAFF, AND THE PUBLIC TO PARTICIPATE AND CONDUCT THE MEETING BY TELECONFERENCE, VIDEOCONFERENCE, OR BOTH.

PUBLIC COMMENTS ON AGENDIZED ITEMS MAY BE SUBMITTED VIA EMAIL TO [GENERALMANAGER@SPALDINGCSD.ORG](mailto:generalmanager@spaldingcscd.org) OR VIA TELEPHONE AT 530-825-3258 AT LEAST TWO HOURS PRIOR TO THE START OF THE MEETING.

CALL TO ORDER

ROLL CALL

___ Mike Arnold

___ Ted Thomas

___ Larry Doss

___ Ed Lawson

___ Darren Read

1. **PLEDGE OF ALLEGIANCE**
2. **APPROVAL OF THE AGENDA**
3. **GENERAL MANAGER REPORT TO BOARD**
 - a. Staff Report Attached (GM Wilson)
4. **FIRE CHIEF REPORT TO BOARD**
 - a. Staff Report Attached (Chief Spediacci)
5. **PUBLIC COMMENT** – Any person may submit a comment on any topic that is not listed on this agenda via email at generalmanager@spaldingcsd.org or via telephone at 530-825-3258 at least two hours prior to the start of the meeting. Please note, any topic that requires action will be referred to staff for a report and action at a subsequent meeting. Please wait to speak to items listed on the agenda until their time for discussion. Presentations are subject to a five-minute limit.
6. **APPROVAL OF MINUTES**
 - a. Submitted for approval are the minutes from the April 17, 2020 Board of Directors meeting.

Action requested – APPROVE BOARD MINUTES FOR APRIL 17, 2020, AND AUTHORIZE THE BOARD MEMBERS PRESENT TO SIGN
7. **CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered to be routine by the Board of Directors. There will be no separate discussion on these items. Any member of the public or the Board of Directors may request removal of an item from the consent calendar to be considered separately.

None
8. **PUBLIC HEARINGS**

None
9. **BOARD MEMBER / COMMITTEE REPORTS / BOARD MEMBER COMMENTS**

(Pursuant to California State law, the Board is prohibited from taking action on any item not listed on the agenda)

 - a. E-Waste Discussion (Board Member Lawson)
 - b. Dumping on Hickory (Board Member Lawson)
 - c. Discounted Parking Pass (Board Member Lawson)
10. **NEW BUSINESS**
 - a. Consider Approval of Contract for Chief Sewer Plant Operator Steve Stump (GM Wilson)
See staff report from GM Wilson – Proposed contract attached

- b. Consider Rescinding Resolution 2019-5 (A resolution of the Board of Directors of the Spalding Community Services District declaring weeds, rubbish, an/or debris on private property to be a public nuisance.) (GM Wilson) See attached staff report from GM Wilson
- c. Consider appointment of Budget Ad Hoc Committee (Chairman Arnold) See attached staff report from GM Wilson.

11. CONTINUING BUSINESS

- a. Fee Study Update
- b. Marina Camera and Weather Station Update

12. GENERAL MANAGER'S REPORTS

- a. Website update (weather link, new e-mails)
- b. Green waste pile (solution and long-term plan)

13. CLOSED SESSION

None

14. ADJOURN

Next regular meeting is scheduled for June 19, 2020 at 3:00 p.m.

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:

1. Pledge of Allegiance.
2. Approval of Agenda.
3. General Manger Report to Board.
4. Fire Chief Report to Board.
5. Public Comment: 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. Public Hearing and Timed Items: 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.
9. 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. Closed Session: 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 accommodations and/or alternative format documents should be made 48 hours prior to the meeting to ensure adequate time to provide the requested accommodation. **All accommodation requests will be processed swiftly and resolving any doubt in favor of accessibility.**

I, Michael Wilson, certify that I caused to be posted notice of regular meeting scheduled for May 15, 2020 on Tuesday, May 12th based on current requirements related to COVID-19

AGENDA ITEM 3A

Motion Only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Mike Wilson, GM

Action Date: May 15, 2020

BOARD OF DIRECTORS AGNDA ITEM

SUBJECT: GM's Report

PRESENTED BY: Mike Wilson, GM

SUMMARY: During the month of April and early May, we have completed a number of projects and are in the process of catching up on some deferred maintenance issues throughout the district. The following are highlights related to these items.

An attempt was made to reduce the size of the green waste dump site on April 20, 2020. Volunteers and staff separated portions of the green waste pile and moved them to a location where small piles could be burned. Upon igniting the smaller piles, a complaint was filed with the County Air Pollution Control and the APC Officer responded and directed staff to cease adding additional material to the pile and let it burn out. The APC Officer issued a notice of violation to me as the General Manager and assisted me in finding an alternative solution to reduce the approximate 2000 cubic yards of material. Through the assistance of the ACP Officer, we have found an alternative solution to provide the district funding through the County APC Office and to supply roll off dumpsters to remove the green waste. The County APC Board meets on May 12, 2020 and it is anticipated we will have information to report at the regular scheduled CSD Board Meeting.

The District utilized the services of Jim Barber who owns the company that originally installed the sewer pond liners to conduct repairs including an approximate 15-foot seam tear that occurred thought UV and inclement weather issues. The pond which was damaged and needed repairs was a vacant pond that contained only snow melt and did not cause concerns of leakage, however needed repairs to avoid additional potential damage due to wind concerns.

Fire Department obtained identification cards for its staff of volunteers. Annual inspections were also complete on fire apparatus in preparation for the upcoming fire season.

The asphalt parking area surrounding the CSD and the Fire Station have been treated and maintained with a coating to extend the life of the asphalt. In addition, the tripping hazard in front of the main CSD main entrance has been temporarily mitigated with a cold patch repair.

The Marina Parking Lot has been swept in preparation for the upcoming fishing season at Eagle Lake. New parking lots markings are being complete and the restroom and fish cleaning station are currently

being prepared for the upcoming recreation season. We will be posting “non-potable water” signs around the station as well.

ACTION REQUESTED: Information Only

AGENDA ITEM 4A

Motion Only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Mike Wilson, GM

Action Date: May 15, 2020

BOARD OF DIRECTORS AGNDA ITEM

SUBJECT: Fire Chief's Report

PRESENTED BY: Cliff Spediacci, Fire Chief

SUMMARY: The Fire Department responded to 5 calls in April.

The new radios have been installed in the apparatus and new pagers have arrived.

The upcoming pancake breakfast will be cancelled due to the COVID-19 restrictions. The department will consider other opportunities for fund raising to help protect our community.

ACTION REQUESTED: Information Only

8. **CONSENT AGENDA**

There were no items on the consent agenda.

9. **PUBLIC HEARING**

There were no public hearings.

10. **BOARD MEMBER / COMMITTEE REPORTS / BOARD MEMBER COMMENTS**

* Larry Doss asked about the status of the green waste pile and when they can start burning it. Mike Arnold will get together with Mr. Doss to move forward.

* Larry Doss would also like to do mowing down at the marina near the water. It was agreed this should happen. Mike Wilson will work with Mr. Doss and staff to make a plan.

11. **NEW BUSINESS**

- a. Consider Approval of Resolution No. 2020-01 (Full Resolution available on line under Board Meeting April 17, 2020 Agenda or by request at the district office.)

Motion: Approve Resolution No. 2020-01: A Resolution of the Board of Directors of the Spalding Community Services District Confirming Emergency Regulations for Public Meetings to Mitigate Transmission of COVID-19

First: Ed Lawson

Second: Ted Thomas

Roll Call: Larry Doss – yes; Darren Read – yes; Mike Arnold - yes; Ted Thomas – yes; Ed Lawson - yes

12. **CONTINUING BUSINESS**

a. **Fuel Tanks** – The fuel tank project has been completed and the tanks are working as expected.

b. **Grant for Weather Station and Pond Closure** – Mike Wilson is working with Mike Arnold on this project which is scheduled to be completed sometime this year.

c. **Fee Study Update** – A conference call with Mark Adams from NorthStar will happen soon so this project can move forward.

13. **GENERAL MANAGER'S REPORT**

Mike Wilson read into the record 2 public comments received by email regarding Resolution 2019-5. The emails are available by request at the district office.

a. COVID-19 Updates – See item 3a

b. Ordinance; 6.02 Weeds, Rubbish and Debris Abatement Updates – See item 3a

c. Vegetation Pile – discussed in item 10

Darren Read asked about the status of Resolution 2019-5. Mike Wilson explained that the Board has three options: 1) Rescind the Resolution as an action item at a future meeting; 2) move forward with the Resolution; or 3) Change the Resolution before moving forward with it

14. **CLOSED SESSION**

None

ADJOURN

Motion to adjourn the meeting

First: Ted Thomas

Second: Darren Read

Roll Call: Larry Doss – yes; Darren Read – yes; Mike Arnold - yes; Ted Thomas – yes; Ed Lawson - yes

The meeting was adjourned at 3:36.

The next regular meeting scheduled for May 15, 2020 at 3:00pm

Respectfully submitted by: Sharon Moats

AGENDA ITEM 10A

Motion Only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Mike Wilson, GM

Action Date: May 15, 2020

BOARD OF DIRECTORS AGNDA ITEM

SUBJECT: Consider Approval of Contract for Chief Plant Operator Steve Stump

PRESENTED BY: Mike Wilson, GM

SUMMARY: Steve Stump, who has been filling the requirements as a certified Waste Water Chief Plant Operator has been providing his services to the SCSD for over a year at a monthly cost of \$1,000.00 to oversee the on the job training (OJT) of SCSD employee Robert Whitworth who is an operator in training.

Steve Stump's previous contract expired and through a negotiated agreement, Steve Stump has agreed to continue to provide his service to the district at a reduced rate of \$333.33 per month to continue to oversee the OJT requirements to finish Operator in Training Whitworth's certification.

The contract and scope of work are attached.

ACTION REQUESTED: By motion, authorize the GM to enter into a contract with Steve Stump as a Chief Plant Operation with the new contract.

**SPALDING COMMUNITY SERVICES DISTRICT
PART-TIME EMPLOYMENT AGREEMENT**

This PART-TIME EMPLOYMENT AGREEMENT (“Agreement”) is dated for reference purposes only as of May 15, 2020, and is entered into by and between Spalding Community Services District (“Spalding”), acting through its Board of Directors (the “Board”) and Steve Stump (“Employee”) [hereinafter collectively referred to as “the Parties”].

RECITALS

A. The Board desires to employ an individual who is qualified to act as Chief Plant Operator (“CPO”) of Spalding.

B. Employee possesses the qualifications necessary to act as CPO and is willing and able to undertake the desired employment.

C. After due notice and at a regular meeting of the Board held on May 15, 2020, 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 Effective Date. The provisions of this Agreement, unless otherwise stated, shall become effective on the date set forth in the first paragraph above (“Effective Date”), and subject to satisfactory performance of the Services (defined below) continue to and including May 15, 2021 (the “Termination Date”).

1.2 Duties. Employee shall perform or provide oversight of the performance of the duties, responsibilities and services, and take all other actions necessary to fulfill the position of Chief Plant Operator for the Waste Water Treatment Plant located at County Road A-1 at Spalding Road in Susanville, CA 96130 (“WWTP”) and shall perform the services necessary and appropriate to that position (the “Services”). The Services are more particularly described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference. The Services shall be subject to and performed in accordance with this Agreement, including all exhibits attached hereto, and any and all applicable local, state and federal laws, rules and regulations.

1.3 Part-time Employment. Employee will work the necessary hours with a maximum of 6.6 hours per month to perform the duties required.

2. Compensation.

2.1 Pay Rate. Spalding shall pay Employee a monthly salary of Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$333.33) (“Compensation”), in accordance with Employer’s regularly established policies for payroll distribution. 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. It shall be

assumed that the Employee will work 6.6 hours per month and will not be required to submit a timecard as the Employee is salaried.

2.2 Benefits. Employee hereby waives and relinquishes any rights he may have or in the future may accrue to participate 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.

2.3 Sick Leave.

Employee shall be entitled to sick leave in accordance with California law and Spalding's existing sick leave policy.

2.4 Vacation. Part-time employees are ineligible to partake in Spalding's vacation policy.

2.5 Taxes. Employee shall be responsible for his federal, state, local or other taxes resulting from any compensation or benefits provided to him 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. Expense Reimbursements.

3.1 Spalding shall reimburse Employee for documented, actual and necessary expenses incurred by Employee within the scope of his employment and while representing Spalding, including transportation costs accordance with Spalding Policy 4025. Spalding reserves the right to review and regulate the incurring of expenses, provided that it does not unduly restrict Employee in the performance of his duties under this Agreement.

4. Outside Professional Activities.

4.1 Employee retains the right to perform similar or different services for others during the term of this agreement.

5. Confidential Information. Employee acknowledges and stipulates that in the performance of his duties, Spalding discloses and entrusts him with certain confidential information of Spalding. Employee agrees not to directly or indirectly disclose or use at any time, during the term of his employment by Spalding and thereafter, any such information, whether it be in the form of records, lists, data, personnel information, drawings, reports or otherwise, of a business or technical nature, which was acquired by Employee during his 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 CPO.

6. Termination of Employment.

6.1 "At Will" Employment. Employee shall serve at the pleasure of the General Manger and is an "at will" employee whose employment may be terminated by the General Manger

any time with or without cause. Employee shall have no right to appeal or otherwise grieve his termination and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the General Manager to terminate the services of Employee at any time in the sole discretion of the General Manager. For purposes of this Agreement, termination without cause shall be defined as termination of Employee's employment by the General Manager for no specified cause. Termination for cause shall be defined as termination of Employee's employment by the General Manager for the express reason that Employee has, in the sole discretion of the General Manager, violated state or federal laws, Spalding rules or regulations, and/or Board policies or directives; in such a case, Employee shall not be entitled to any Severance Pay.

6.2 Termination Without Cause. Spalding may, in its sole discretion, terminate Employee's employment under this Agreement without cause and upon providing Employee with at least thirty (30) days of notice of such termination. Employee shall not be entitled to any other compensation or the continuance of any other benefits except as required by law.

6.3 Termination by Employee. Employee may resign from his position as at will. Although, professional courtesy will be extended as much as possible.

6.4 Termination upon Death. 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 he dies. Neither Employee nor his estate shall be entitled to Severance Pay under such circumstances.

7. Notices. Any notice to the General Manager required or permitted under this Agreement shall be in writing, either by personal service or by registered or certified mail, postage prepaid, addressed to the General Manager or the Chairperson, Board of Directors, Spalding Community Services District at Spalding's business address, 502-907 Mahogany Way, Susanville, CA 96130. 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 at 660 Newport Center Dr # 1600, Newport Beach, CA 92660. Any such notice to Employee shall be addressed to Employee at his 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.

8. Entire Agreement. 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.

9. Modification, Amendment, Waiver. 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.

10. Governing Law. 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.

11. Legal Counsel. 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.

12. Severability. It is the desire of the Parties that this 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.

13. Construction. This Agreement shall not be construed more strongly against either party regardless of who is responsible for its preparation.

14. Counterparts. 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.

15. Public Disclosure. 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

By: _____
General Manager

EMPLOYEE:

By: _____
Steve Stump

EXHIBIT A SCOPE OF SERVICES

The Chief Plant Operator (“CPO”) is responsible for the overall operation of the District’s wastewater treatment plant (“WWTP”) including compliance with effluent limitations established in the WWTP’s waste discharge requirements and ensuring that operators-in-training (“OITs”) are supervised directly in accordance with the WWTP Operator Certification Regulations. The CPO has a unique position among all certified operators. The CPO’s management and supervisory responsibilities at the WWTP include:

- Overall operation of the WWTP and compliance with the regulations regardless of the facility organizational hierarchy;
- Notification to the Wastewater Operator Certification Program (“WWOCP”) regarding any modifications including process changes at the WWTP by submitting a Plant Classification Form, available on the WWOCP home webpage under “Forms” at: http://www.waterboards.ca.gov/water_issues/programs/operator_certification/docs/forms/plantclassification.pdf;
- Development, review and use of Standard Operating Procedures (“SOPs”) for all operators to ensure reasonable care and judgment covering operations, maintenance, and compliance at the plant including:
 - Operator SOPs (short, clear and concise step-by-step procedures for operators, to be used on a daily and/or weekly basis for ensuring consistent work tasks at the plant);
 - Reference SOPs (narrative descriptions for operators, to be used covering operational and maintenance requirements for the plant-major treatment unit processes);
- Submitting a Chief Plant Operator Acknowledgement Form to the WWOCP within 30 days of becoming a CPO, or change of CPO. The form is available on the website under “Forms” at: http://www.waterboards.ca.gov/water_issues/programs/operator_certification/docs/forms/cpo_acknowledgement.pdf;
- Signing certification applications for OITs and certified operators employed at the WWTP. By signing these applications, the CPO is verifying that the employment information provided is true and correct. The CPO must maintain and/or keep work records of qualifying experience for OITs under its supervision or direction;
- Returning an OIT’s original certificate to the WWOCP when an OIT’s training at the WWTP ends, along with the documentation stating the total number of hours worked in wastewater operations. The information must be on official WWTP letterhead and include the name of the OIT, the start and end date of hours worked, and the total number of hours worked under the supervision of the CPO or another operator at the same or higher grade level as the OIT;
- Posting all current certified operator certificate(s) including those for OITs in an area accessible to the public or if not available, posted at the WWTP’s headquarters;
- Understanding and acknowledging the wastewater operation certification regulations at: http://www.waterboards.ca.gov/water_issues/programs/operator_certification/docs/ocr_clean.pdf ;

- Developing a procedure for designating a qualified Designated Operator-In-Charge (“DOIC”) when the CPO is unable to carry out the responsibilities of the position. DOIC appointments must be properly documented in the SOPs, organization charts, and duty rosters. The DOIC work details including timeframe for coverage at the plant should be documented via email and/or in the plant logbooks.

AGENDA ITEM 10B

Motion Only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Mike Wilson, GM

Action Date: May 15, 2020

BOARD OF DIRECTORS AGNDA ITEM

SUBJECT: Consider Rescinding Resolution 2019-5 (A resolution of the Board of Directors of the Spalding Community Services District declaring weeds, rubbish, and/or debris on private property to be a public nuisance.)

PRESENTED BY: Mike Wilson, GM

SUMMARY: Resolution No. 2019-5 was presented, discussed and tabled to a, "future meeting" during the November 22, 2019 Board of Directors Meeting. As a result of this action, there has been significate communication to the district both supporting and criticizing the proposed resolution.

It is proposed the resolution be rescinded in order to explore the intent of the proposed resolution further and to provide a workshop to solicit additional information from the public, as well as, professional resources to determine a path forward which will include additional public education and options property owners.

ACTION REQUESTED: By motion, rescind previously proposed Resolution No. 2019-5

AGENDA ITEM 10C

Motion Only
 Public Hearing
 Resolution
 Ordinance
 Information

Submitted by: Mike Wilson, GM

Action Date: May 15, 2020

BOARD OF DIRECTORS AGNDA ITEM

SUBJECT: Consider Appointing a Budget Ad Hoc Committee

PRESENTED BY: Mike Wilson, GM

SUMMARY: As we move forward in the preparation of the 2020/2021 Fiscal Year Budget, it is recommended that two members of the Board of Directors be appointed as Ad Hoc Committee Members to review proposed budget being prepared by the GM. The GM and the Ad Hoc Committee will present the 2020/2021 Fiscal Year Budget for adoption at the regular Board of Directors Meeting Scheduled June 19, 2020.

ACTION REQUESTED: By nomination and them motion, appoint two Board Members as Budget Ad Hoc Committee Members for the 2020/2021 Fiscal Year Budget.