



GREEN AREA WATER & SANITARY AUTHORITY

4336 Old Highway 99S, Roseburg, OR

FIRST MEETING OF THE BOARD OF BOARD OF DIRECTORS July 1, 2021 12:30 p.m.

PUBLIC COMMENTS and ATTENDEES NOT ON AGENDA

At this time, members of the public not on the Agenda but wishing to address the Board are requested to identify themselves. If the item to be brought before the Board is already on the Consent Agenda, it will be removed for separate consideration.

1. Swearing in Elected Board Members

Pages 1-2

2. Resolution 2021-07-01

- Elect Officers
- Establish Board Terms
- Organizing Resolution- meeting dates/times, Approved banking institutions, Agent of Record

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3. Resolution 2021-07-02

- Resolution assuming duties of the dissolving Districts
And acquiring Districts' assets

Pages 4-5

4. Resolution 2021-07-03

- Resolution receiving cash assets of the Districts.

Pages 6-8

5. Intergovernmental Agreement

- Receiving transfer of dissolving districts' employees

Supplemental

6. 2021-2022 Budget Review and Approval

7. Good of the order

GREEN AREA WATER AND SANITARY AUTHORITY

RESOLUTION NO. 2021-07-01

ORGANIZING RESOLUTION ESTABLISHING BOARD TERMS, BOARD OFFICES, AND MEETING TIME AND LOCATION; AND NAMING FINANCIAL INSTITUTIONS, INSURANCE AGENT OF RECORD, AND AGENT OF RECORD

WHEREAS, at a duly held election in Douglas County, Oregon, on May 18, 2021, voters approved the formation of the Green Area Water and Sanitary Authority (“Authority”) and elected the Authority’s initial board of directors (“Board”); and

WHEREAS, in order to commence operations the Board is required to make certain initial decisions and establish certain initial procedures;

NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

1. **Initial Board.** As certified by the Douglas County clerk, the following individuals comprise the initial elected Board for the Authority:

Tracey Parker
Carolyn White
Thomas Fulbright
Brenda Kingry
Stephen T. Lusch

2. **Board Terms.** Pursuant to ORS 450.600(3), the initial Board has drawn lots to determine their initial terms, which shall be as follows:

Position 1: Four-year term _____ (expires June 30, 2025)
Position 2: Four-year term _____ (expires June 30, 2025)
Position 3: Four-year term _____ (expires June 30, 2025)
Position 4: Two-year term _____ (expires June 30, 2023)
Position 5: Two-year term _____ (expires June 30, 2023)

3. **Board Offices.** The following Board offices are created and shall be filled annually by vote of the Board:
 - **Board Chair:** The Board chair shall preside over meetings of the Board; may create committees of the Board; and may appoint members to serve on such committees. The Board Chair shall sign all formal resolutions of the Board, and shall sign all written agreements of the Authority unless such signing authority is properly delegated by resolution of the Board.
 - **Secretary:** The Board Secretary shall ensure that an accurate recording of proceedings is created and maintained consistent with Oregon law, and along with the Chair shall attest to formal decisions of the Board. In the absence of the Board Chair, the Secretary shall assume the duties of the Chair until the Board chair becomes available or a successor Chair is duly elected by rest of the Board.

- **Treasurer:** The Board Treasurer shall ensure that accurate financial records are maintained consistent with Oregon’s Local Budgeting Law and that the Board receives regular reports on the financial condition of the Authority.

4. **Board Meetings.** The Board shall hold regular meetings at least monthly on the ____ day of the month at _____ p.m., at the following location:

The Board chair may call special or emergency meetings in the manner permitted by Oregon law.

5. **Financial Institutions.** The funds of the Authority shall be held at the following financial institutions:

6. **Insurance Agent of Record.** In order to ensure that the Authority is properly insured against loss and liability, the Board shall obtain insurance coverage through the following agent and company:

7. **Agent of Record.** ORS 198.340 requires the Authority to name a registered agent upon whom any process, notice or demand required or permitted by law to be served upon the Authority may be served, and a registered office for doing so. The registered agent must be an individual resident of Oregon who resides or works at the registered office. The Authority’s business address may be the registered office but is not required to be.

The Authority’s Agent of Record and Registered Office shall be as follows:

8. **Changes.** The decisions reflected in this Organizing Resolution are intended to be initial decisions to facilitate initial operations of the Authority. The Board may change or modify these decisions by majority vote at any time.

ADOPTED by the Board of Directors on this 1st day of July 2021.

**GREEN AREA WATER AND SANITARY
AUTHORITY**

Board Chair

ATTEST:

Secretary

GREEN AREA WATER AND SANITARY AUTHORITY

RESOLUTION NO. 2021-07-02

RESOLUTION AGREEING TO ASSUME OUTSTANDING INDEBTEDNESS AND TO CONTINUE TO FURNISH SIMILAR SERVICES TO THE INHABITANTS OF THE ROBERTS CREEK WATER DISTRICT AND THE GREEN SANITARY DISTRICT

WHEREAS, at a duly held election in Douglas County, Oregon, on May 18, 2021, voters approved the formation of the Green Area Water and Sanitary Authority (“Authority”) and the dissolution of both the Roberts Creek Water District (“Water District”) and the Green Sanitary District (“Sanitary District”); and

WHEREAS, pursuant to ORS 198.930, the respective dissolution plans for the Sanitary District and the Water District provide that all assets of the District may be transferred and conveyed to any other district which has the authority to and agrees to assume the outstanding indebtedness of the dissolving district, if any, and to continue to furnish similar services to the inhabitants of the district; and

WHEREAS, as provided in ORS 450.600 to 450.645, the Authority has the authority to assume any outstanding indebtedness of, and to continue to furnish water and sanitary services to the inhabitants of, the respective Districts;

NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

1. The Authority agrees to continue to furnish water and sanitary services to the inhabitants of the respective Districts upon their dissolution.
2. The Authority agrees to receive from the Districts all assets necessary to or associated with the provision of such services and to assume all obligations therefor, including assumption of indebtedness and other payment or contractual obligations.

ADOPTED by the Board of Directors on this 1st day of July 2021.

**GREEN AREA WATER AND SANITARY
AUTHORITY**

Board Chair

ATTEST:

Secretary

GREEN AREA WATER AND SANITARY AUTHORITY

RESOLUTION NO. 2021-07-03

RESOLUTION RECEIVING CASH ASSETS OF THE ROBERTS CREEK WATER DISTRICT AND THE GREEN SANITARY DISTRICT

WHEREAS, by Resolution 2021-07-02 adopted July 1, 2021, the board of directors of the Green Area Water and Sanitary Authority (“Authority”) agreed to assume the indebtedness and other payment or contractual obligations of the dissolved Roberts Creek Water District (“Water District”) and the Green Sanitary District (“Sanitary District”), and to continue to provide services to the inhabitants of the respective Districts; and

WHEREAS, to facilitate the continued performance of such services the board of directors for the Authority shall be required to receive the assets of such dissolving Districts, including any and all cash assets of the same; and

NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

The Green Area Water and Sanitary Authority hereby receives, accepts assignment of, and assumes control and authority over, all cash assets of the dissolving Districts, including but not limited to funds currently retained in the following accounts:

1. For the Roberts Creek Water District:

Umpqua Bank

- Checking, General Fund (current balance: \$ _____)
- Checking, Capital Projects (current balance: \$ _____)
- Surcharge Savings (current balance: \$ _____)

Oregon Local Government Investment Pool

- General Fund Reserve (current balance: \$ _____)
- Debt Reserve (current balance: \$ _____)
- Capital Projects Reserve (current balance: \$ _____)

2. For the Green Sanitary District:

Umpqua Bank – Checking (current balance: \$ _____)

Oregon Local Government Investment Pool

- General Fund (current balance: \$ _____)
- CIS Fund (current balance \$ _____)
- Debt Service Fund (current balance: \$ _____)
- Capital Projects Fund (current balance: \$ _____)

ADOPTED by the Board of Directors on this 1st day of July 2021.

GREEN AREA WATER AND SANITARY AUTHORITY

Board Chair

ATTEST:

Secretary

INTERGOVERNMENTAL AGREEMENT

Transfer of Public Employees [ORS 236.605]

This intergovernmental agreement (“Agreement”) is entered into pursuant to ORS 190.003 through 190.110, by and among the Green Area Water and Sanitary Authority, the Roberts Creek Water District, and the Green Sanitary District, all political subdivisions of the State of Oregon (collectively “the Parties”). This Agreement relates to the transfer of employees from one public employer to another.

RECITALS

WHEREAS, at a duly held election in Douglas County, Oregon, on May 18, 2021, voters approved the formation of the Green Area Water and Sanitary Authority (“Authority”) and the dissolution of both the Roberts Creek Water District (“Water District”) and the Green Sanitary District (“Sanitary District”); and

WHEREAS, by resolution dated July 1, 2021, pursuant to ORS 198.930 the board of directors of the Authority agreed to assume the duties and obligations of the dissolving districts and to continue to provide water and sanitary services to their customers; and

WHEREAS, the Sanitary District and the Water District each have employees (“Employees”) who will be transferred to the Authority as part of their respective dissolutions; and

WHEREAS, the board of directors of the Authority and the respective boards of trustees of the districts desire to enter an agreement for the transfer of Employees as required by ORS 236.605.

AGREEMENT

The Parties agree as follows:

1. Transfer. Effective upon full execution of this Agreement (“Effective Date”), the following Employees will cease to be employed by their current employer and will become employees of the Authority:

A. For the Water District:

David Campos, Office Manager
Beth Dewsnap, Office Assistant/Utility Clerk
Stacey Werner, Office Assistant/Utility Clerk
Alan Paulson, Plant Superintendent
Dan Radford, Foreman
Jeremy Wolford, Plant Operator
Josh Manson, Utility II
Will Hope, Utility II
Trev Carlson, Utility I

B. For the Sanitary District:

Kay Huff, Retiring District Manager

Cathy Sjogren, Office Assistant II

Robert Poague, Collection System Consultant

Shannon Miller, Collection System Supervisor

Matthew Chasteen, Collection System Operator II

2. Duties and Obligations of Authority. Pursuant to ORS 236.605, as the receiving employer the Authority shall ensure that all Employees are granted the following rights, which the employee has the sole authority to waive:

A. The employee must be placed in a position “comparable” to the one at his or her previous employer, if qualified and if a position is available. If there is no comparable position, the employee must be offered a lesser position, if one is available, for which he or she is qualified. If there is no position, the receiving employer (the Authority) must list the employee as a regular laid-off employee with priority to be appointed over other eligible employees for positions for which the employee is qualified.

B. The employee’s salary may not be reduced as a result of the transfer for the first twelve (12) months following the transfer to the new employer. After the initial twelve (12) months, he or she must be placed at the “closest salary to the position” under the Authority’s salary schedule.

C. The employee shall retain all accrued sick leave and up to 80 hours of accrued vacation leave.

D. The employee shall retain any accrued seniority. If a probationary employee, he or she shall retain any time accrued toward his or her probationary period.

E. If the transferring employer participates in the Public Employees Retirement System (PERS), the two employers must, by written agreement, address the manner in which any unfunded PERS liability or surplus of the transferring employer will be paid or credited.

F. Any waiting periods for coverage under the Authority’s health insurance plan must be waived.

Nothing in this section shall be interpreted to mean that an employee’s employment is guaranteed. After transfer all Employees shall continue to be “at will” employees and will be subject to all personnel policies and employment standards of the Authority.

3. Duties and Obligations of the Districts. As the transferring employer, each District shall:

A. Liquidate accrued compensatory time and pay to the Authority a sum equal to such amount, as well as a sum for any other accrued leave, times the applicable hourly rate of pay.

B. Furnish all employment records to the Authority.

C. Provide to the Authority a copy of all current employment policies of the District.

4. Applicable Employment Policies. The Authority hereby agrees that unless and until its Board of Directors adopts different employment policies, the Authority shall adopt and apply to all Employees

the employee benefit plan and paid leave policies of the respective Districts that are most advantageous to the employee.

- 5. Paid Leave. Notwithstanding the minimum requirements for retention of paid leave under subparagraph 2C of this Agreement, Employees shall retain all accrued paid leave, whether as vacation leave or compensatory time, as of the Effective Date of transfer.
- 6. PERS. The Authority shall assume all obligations for unfunded PERS liability or surplus of the Districts, if any, as required by ORS 238.235.
- 7. Indemnification. Upon the Effective Date, the Districts' respective duties and obligations with respect to the Employees shall terminate. The Authority shall indemnify and hold harmless the Districts and their respective boards of trustees from and against any and all claims relating to the employment of such Employees, whether or not such claims or the acts forming the basis thereof originated prior to the Effective Date.

Each District, through its board of trustees, and the Authority, through its board of directors, hereby agrees this 1st day of July 2021.

GREEN SANITARY DISTRICT

ROBERTS CREEK WATER DISTRICT

By: _____
Trustee

GREEN AREA WATER AND SANITARY AUTHORITY

By: _____
Board Chair

ATTEST: _____
Board Secretary