

MINUTES OF THE BOARD OF COMMISSIONERS MEETING
ROBERTS CREEK WATER DISTRICT
June 16, 2021

President Tracey Parker called the meeting to order at 6:03 pm. Present were Commissioners Brenda Kingry, Steve Lusch, Carolyn White, and Tom Fullbright. Also present were Office Manager David Campos and Foreman Dan Radford. Superintendent Alan Paulson was absent.

For the consent agenda, the Board reviewed a request for consideration of credit adjustment for Les Mecum. Mr. Mecum was a victim of water theft by a transient living at the back of his property, unbeknownst to him. Mr. Mecum submitted police records of the incident. After brief discussion, Commissioner Tom Fullbright made a motion to grant Mr. Mecum a credit of \$82.65. Commissioner Steve Lusch seconded the motion. Approval was unanimous.

Commissioner Lusch made a motion to approve the May regular Board regular meeting minutes, financial statements, and accounts payable. Commissioner Fullbright seconded the motion. Approval was unanimous.

Office Manager David Campos gave his monthly report. David presented a letter to the Board from the District's legal counsel. David stated that once the final dissolution resolution is passed, the Board members will become Trustees who will then transfer the district's property and contracts to the Green Area Water & Sanitary Authority. Discussion followed. The board discussed that they would like SDAO Consultant, Mark Knudson, to attend the first authority meeting. David will send an invite to Mr. Knudson.

David informed the Board that the authority will need to adopt new policies. The authority can adopt the dissolving districts' policies until it adopts its own policies, which should be done somewhat soon.

David presented Resolution R-2021-06-01, a resolution canvassing the vote on Measure 10-182 and declaring the district dissolved. Commissioner Lusch made a motion to adopt Resolution R-2021-06-01. Commissioner Brenda Kingry seconded the motion. Approval of the motion was unanimous.

David informed the Board that one office staff employee will be on medical sometime in the next couple months, and recently retired Sharon Cason will be filling in during that time.

David informed the Board that the district's annual water quality report will be physically mailed out with the billing statements this month, rather than delivered via a web link. The district website will be changing once the authority becomes effective and any link to a file may not function properly.

David stated that he would like to budget for a District vehicle for the authority. Commissioner Lusch agreed that it was a good idea. With employees using their personal vehicles on the clock, the district would be liable for any employee-involved accidents.

David presented a draft logo for the new authority.

For the Superintendent's report, Foreman Dan Radford stated that Fire District No. 2 will not be flushing hydrants, so the district will proceed to flush its blow-offs, which is usually done in conjunction with the hydrant flushing.

Dan also stated that they have been shutting the treatment plant off intermittently to improve water turnover. This has helped reduce disinfection byproducts significantly.

David added that the current budgeted expenditures for the filter membranes replacement will be carried forward to the authority budget for 2021-22.

There being no further business, commissioner Lusch made a motion to adjourn the meeting. Commissioner White seconded the motion. Approval was unanimous, and President Tracey Parker adjourned the meeting at 6:33pm.

Commissioner
Roberts Creek Water District

Commissioner
Roberts Creek Water District

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 Dewsnup, 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