

## MINUTES

### WASHINGTON COUNTY WATER DISTRICT

#### **SPECIAL Meeting**

August 20, 2019

6:00 P.M.

At The **SCHOOL**

Please Note: In compliance with the Federal "Americans with Disabilities Act", any person who requires special accommodations in order to attend or participate in the meeting, please contact 265-4720 - 24 hours prior to the meeting.

**PRESENT: W. HELM, K. KOZLOSKI, C. JACKSON, A. BOYLE, CHIEF STEWART, 5 MEMBERS OF THE PUBLIC**

#### **APPROVAL OF THE AGENDA**

#### **PUBLIC COMMENT**

This portion of the agenda is reserved for the public to discuss matters of interest, within the District's jurisdiction, which are **not on the agenda**. For public comment on items not on the agenda, no action may be taken by the Board, except to refer the matter to staff and/or place it on a future agenda. It is in the best interest of the person speaking to the Board to be concise and to the point. **A time limit of Three minutes per individual will be allowed.** Visitors are reminded to please refrain from making comments or talking amongst themselves while the meeting is in progress.

Public comments may be made when a Discussion/Action Item is being discussed, provided the visitor raises his/her hand **and** is recognized by the President and states their name for the record prior to comments. Please note that the meetings are recorded.

#### **Water Agency Meeting**

Ratification of MOU for Fire Chief

#### MEMORANDUM OF UNDERSTANDING BETWEEN THE WASHINGTON COUNTY WATER DISTRICT BOARD OF DIRECTORS AND MICHAEL M. STEWART

This Memorandum of Understanding (M. O. U.) is made and entered into by and between the Board of Directors of the Washington County Water District, hereinafter referred to as "WCWD" and Michael M. Stewart "Mr. Stewart" to establish major terms and conditions of appointment as follows: WHEREAS, Prior to modifying any terms and conditions of appointment as set forth in this document, the Board will meet and confer with Mr. Stewart.

THEREFORE, THE PARTIES AGREE AS FOLLOWS;

1. Scope of this M. O. U.:

(a) It is intended that the terms of this M. O. U. apply only to the parties indicated above.

2. Authority:

(a) Mr. Stewart shall be given the title, and authority that goes with said title, of "Fire Chief/Fire Marshal of the Washington Fire Department".

(b) As stipulated in the applicable Codes, the Fire Chief/Fire Marshal shall be vested with the necessary Peace Officer status required to fulfill this role.

(c) The Fire Chief shall have complete professional authority over all of the fire department's personnel and equipment.

(d) WCWD shall provide the Fire Chief with current financial statements regarding the funds available to support the Fire Department as requested by the Fire Chief. Disbursement of any funds for any expense shall require a majority vote by the Board of Directors.

3. Compensation:

(a) The Fire Chief will receive a monthly salary of one (1) dollar paid on an annual basis.

(b) Every effort will be made to provide the Fire Chief with a Department owned vehicle for his use to conduct Department business or for the

Memorandum of Understanding Between WCWD and Michael Stewart (Continued)

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betterment of the Department. Use of this vehicle for mitigation of State or Federal incidents which results in compensation shall be permitted with the compensation being directed to the Fire Department accounts. Every effort will be made to reimburse, from the Fire Department accounts, for his fuel and vehicle usage expenses at a rate established by the U.S. Government, while performing in the capacity of his position for any necessary use of a personal vehicle by the Fire Chief.

(c) Since the Fire Chief is to receive a salary below a reasonable living wage, he is permitted to engage in his established profession as he sees fit. He will divide the days and time that he will work for the Department with his other commitments.

4. Insurance:

(a) Adequate accident insurance for the Fire Chief while he is working for the benefit of the district will be provided. (Workers Compensation).

(b) Adequate vehicle insurance will be provided, in accordance with California State Law, for any vehicle personally owned by the Fire Chief while he is working in the capacity of his position.

(c) Adequate Personal Liability Insurance will be provided for the Fire Chief.

5. Severability: If any section, subsection, subdivision, sentence, clause, or phrase of the M.O.U. is for any reason held to be illegal or unconstitutional, such decision shall not effect the validity of the remaining portions of this M. O. U.

6. Entire Agreement: This instrument and the documents it refers to contain the entire agreement between the parties. Any oral representations or modifications concerning this instrument shall be of no force and effect unless put in writing and signed by the party to be charged.

7. Termination: Should either party so desire, this document may be dissolved in its entirety by a majority vote of the WCWD Board of Directors at any Regular Meeting or by the sole discretion of Mr. Stewart with 30 days notice.

Adopted by the Washington County Water District

DATED: August 20, 2019

Memorandum of Understanding Between WCWD and Michael Stewart (Continued)

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Michael M. Stewart Fire Chief, Washington Fire Department  
Walter Helm President Washington County Water District  
Kass Kozloski Vice President Washington County Water District  
Charity Jackson, Director Washington County Water District  
Amy Boyle Director Washington County Water District  
Director Washington County Water District

**Chief Stewart explains the MOU and why he gets \$1/month (to be a peace officer...)**

**W. Helm moves to ratify MOU, K. Kozloski 2nd- ALL APPROVE**

**Board signs MOU**

Ratification of Agreement for Bookkeeper

Independent Contractor Agreement This agreement is to define the relationship between Jacqueline Patterson (“Bookkeeper”) and Washington County Water District (“WCWD”). The primary responsibilities of Bookkeeper are:

□ Account Receivable: preparing cash receipts log, recording payments in the Quickbooks and FinPlus, making the deposits at the Treasurer Office and filing Treasurer report. □ Accounts Payable: recording bills and payable in the Quickbooks and FinPlus, preparing warrant approval list, preparing and printing AP reports for the board, picking and mailing warrants. □ Payroll: processing payroll every two weeks in Quickbooks and preparing check stubs, recording payroll in FinPlus, preparing quarterly and annual payroll reports, preparing annual W2’s. □ Preparing monthly financial reports for the Board meetings: Budget to Actual, Trial Balance. □ Monthly billing: checking the email for new customers or billing changes, updating the excel workbook with meter reads, calculating the usage and sending invoices to customers. □ Preparing budget with the input from the Board, providing monthly Actual to Budget reports to Board. □ Prepare and file State Controller reports. □ Work with CPA on preparing necessary reports and filings. □ Research special requests from Board or President. □ Attend Board meetings on second Thursday of each month, maintain minutes and keep track of changes to Bylaws and Policies and Procedures by date. □ Keep track of all current WCWD projects and prepare monthly summaries for Board. WCWD or Bookkeeper both have the right to terminate this agreement with forty-five days written notice to parties, if either feels the other is not performing in accordance with this agreement. However, Bookkeeper understands that this contract will remain in effect on any work in progress entered into prior to said termination. Work in progress shall be defined as any work that Bookkeeper is currently working on. This Agreement defines the responsibilities of each party with respect to the fulfillment of the arrangement. The following have been agreed to by Bookkeeper and WCWD: 1) WCWD is a government entity controlled by a Board of Directors. 2) WCWD’s Policies and Procedures along with our By Laws are available to Bookkeeper, and by reference hereof made a fully incorporated part of this Agreement. Changes in these documents will occur from time to time and WCWD and Bookkeeper shall keep track of changes. 3) WCWD agrees to provide Bookkeeper with any and all information regarding the operations and financial status of WCWD. 4) Bookkeeper shall initially be compensated at \$35 per hour as an independent contractor. 5) All expenses related to Bookkeeper's operations shall be paid by Bookkeeper unless specifically agreed to by WCWD. 6) Bookkeeper shall attend WCWD meetings when requested when possible.

WCWD/Jacqueline Patterson -2- 2019-08-20 Bookkeeper Agreement

7) Bookkeeper to report on status of any and all projects weekly or on a schedule as mutually agreed upon with the Board or Board member working on any specific project. Bookkeeper shall check voice and e-mail messages at daily. 8) Bookkeeper is solely liable for any and all State and/or Federal Income Tax (including quarterly payments), unemployment tax, FICA (Social Security) contributions, and other taxes, surcharges, or levies which the government may impose as well as any required governmental business license fees. 9) This Agreement does not constitute a hiring by either party. It is the parties’ intention that, so far as shall be in conformity with the law, Bookkeeper shall be an independent contractor and not employee. Bookkeeper shall retain sole and absolute discretion and judgment in the manner and means of carrying out Bookkeeper’s activities under this Agreement. 10) Bookkeeper shall be solely responsible for their own computer equipment, telephone expense; WCWD shall be responsible for supplies such as paper, printer cartridges, binders and all such. 11) At such time as Bookkeeper resigns from WCWD’s, an agreement shall be negotiated by and between Bookkeeper and WCWD regarding expectations and responsibilities for continuation of Bookkeeping services by another individual or company. 12) This agreement is subject to change from time to time as the relationship between Bookkeeper and WCWD develops. However, any changes to the arrangement between Bookkeeper and WCWD must be approved in writing acknowledged by both parties and shall incorporate this agreement to be a part thereof subject only

to any specific changes that may supersede or augment any terms of agreement herein. Changes may be incorporated by Amendment, Addendum, or a fully replaced agreement.

AGREED TO, ACCEPTED and RECEIPT OF A COPY HEREOF ACKNOWLEDGED:

WCWD: WALTER HELM Bookkeeper: Jacqueline Patterson

**W. Helm says that he would like to get bookkeeper started training with Jessica Price as soon as possible- C. Jackson asks if building the CAMS software was taken out of job description, W. Helm says no, but that can be modified-**

**W. Helm moves to hire Jaqueline Patterson (Alex), K. Kozloski 2nd- ALL APPROVE**

Roles and responsibilities of Board members- including signing timesheets and getting them turned in on time

**after discussion- this is how the Board has decided to share responsibilities:**

**Water Department assignments:**

	Walter	Kass	Amy	Charity
Grants	1	2		
Insurance	2			1
Fire Department	1		2	
Mail- operator	2	3	1	
Emergency repairs- operator	2	3	1	
Petty Cash			1	2
Auto Maintenance- operator	2		1	
Late Notices- operator	2		1	
Billing			1	2
Regulations			2	1
Forgiveness and billing		1	2	
Oversee Bookkeeper		2	1	
Oversee Operator		2	1	
Budget	1		2	
Rate increase	3		2	1
Unauthorized water use	1		2	
Payroll		1	2	
Customer complaints- operator		1	2	
Lawsuits	1	2		
FireWise	1	2		
New Connections	1	2		
County and Auditor- state audits	1	2	3	
Government compliance			2	1
Policies and Procedures and Bylaws			2	1

Roles and responsibilities of potential new employees

**IN CLOSED MEETING**

**MAY HAVE SOMEONE THAT CAN DO ALL**

Sand purchase

**the Board did not get correct numbers- just emails that did not say what they needed**

Discussion on Water Theft-

**Have instituted fine for this- has been put on bill**

**W. Helm moves to approve sending another letter about water theft, K. Kozloski 2nd- ALL APPROVE**

**W. Helm asks for public comment**

**Rorie Lin Gotham asks if there are any positions open- W. Helm tells her after closed session they will have more information**

**Bookkeeper position is filled**

**Phillip Copening tells Board that there is a state audit annually- there may be issues with District records not being in the same format as the Auditors use**

CLOSED SESSION: Review and possible hiring of new employees

**RESULTS OF CLOSED SESSION ARE AS FOLLOWS:**

**The Board has decided to hire Tina Jackson as meter reader/operator/maintenance/secretary, to begin immediately- she will be putting in 2 week notice at current job- this is a 40 hr/week position paying \$32,000/year, with 7 holidays and 2 weeks vacation**

**S. Rowland will train her as their schedules allow**

**S. Rowland will continue to do compliance sampling and reporting until Tina Jackson has certifications needed to be Operator of Record**

**Sandee Artieri asks Board about Back-up position qualifications and hours. the Board is not sure yet, possibly 15-20 hrs/wk- still coming up with job description and qualification requirements**

**W. Helm says that S. Rowland had her hours allowed limited by the Board and there are things that needed done that can now get done**

**Phillip Copening asks about the benefits for Tina Jackson, the Board says that the vacation and holidays are the benefits, Phillip asks about who will be the meter reader, the Board tells him that Tina Jackson will do that as well**

**The Board discusses the fact that Katie Burdick has been paying \$1200/yr of her personal money to fund the meter reader for WCWD- the Board questions this- they were under the impression that there was some kind of grant money that Katie was using to pay the meter reader**

**but because the District will soon become responsible for paying this they have decided to consolidate the positions**

Close of the Water District Meeting

W. Helm closes the meeting @ 7 p.m.

One or more of the board members will be attending the meeting via conference call, anyone wishing to join the meeting via conference call can dial in on 641-715-3580 with code of 369-457# for all but closed session.