



**Montara Water  
and Sanitary District**  
*Serving the Community of Montara and Moss Beach*

P.O. Box 370131  
8888 Cabrillo Hwy  
Montara, CA 94037-0131  
t: 650.728.3545 • f: 650.728.8556

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*To sensitively manage the natural resources entrusted to our care, to provide the people of Montara - Moss Beach with reliable, high – quality water, wastewater, and trash disposal at an equitable price, and to ensure the fiscal and environmental vitality of the district for future generations. Be open to providing other services desired by our community.*

# AGENDA

**District Board of Directors**

**April 15, 2021 at 7:30 p.m.**

**DUE TO COVID-19, THIS MEETING WILL BE CONDUCTED REMOTELY PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-25-20 AND N-29-20 TEMPORARILY SUSPENDING AND MODIFYING CERTAIN TELECONFERENCE REQUIREMENTS UNDER THE RALPH M. BROWN ACT. MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON.**

Directors, staff and the public may participate remotely via the application ZOOM:

ZOOM MEETING INFORMATION:

WEBSITE:

<https://us02web.zoom.us/j/87976643488?pwd=SkZlZWdxdjVlbnZ4SVYyUzBmajE1QT09>

MEETING ID: 879 7664 3488

Password: 182424

CALL IN PHONE NUMBER: +1 669 900 9128

INSTRUCTIONS for remote access are available at <https://support.zoom.us/hc/en-us/articles/201362193-Joining-a-Meeting>. You also may view video during the meeting via live stream or after the meeting at <https://videoplayer.telvue.com/player/wuZKb9gwEY7sMACIIsr7VSJglB35kNZA/stream/159?fullscreen=true&showtabssearch=false&autostart=false> . If you experience technical difficulties or have technical questions prior to or during the meeting, please contact MWSD's IT support at (650) 728-7843.

Note: Public participation is not permitted during closed session discussion items.

### **Public Comment**

In accordance with the Government Code, members of the public may address the Board on specific agenda items when the matter is announced by the Board President. Any other item of interest that is within the subject matter jurisdiction of the District may be addressed during the Oral Comments portion of the meeting. A "raise hand" button available for every Zoom user can be used to alert the President of the intent to comment.

Public comment also may be submitted in writing (in accordance with the three-minute per speaker limit) via email to [info@mwsd.net](mailto:info@mwsd.net) up to one-hour prior to the scheduled meeting time. Please indicate in your email the agenda item to which your comment applies. The District Clerk will read all comments into the record. Comments and materials related to an item on this Agenda submitted after distribution of the Agenda Packet are available in the District Clerk's office during normal business hours and may also be available on the District's web site ([www.mwsd.montara.org](http://www.mwsd.montara.org)) subject to staff's ability to post the documents before the meeting.

Upon request, this Agenda and written agenda materials will be made available in appropriate alternative formats to persons with a disability. Request for a disability-related modification or accommodation in order to participate in the public meeting should be emailed to [info@mwsd.net](mailto:info@mwsd.net) or submitted by phone at 650-728-3545 at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

Subject to Change: Given the current public health emergency and the rapidly evolving federal, state, and local orders, the format of this meeting may be altered, or the meeting may be canceled. You may check on the status of the meeting by visiting the District's website at: <http://mwsd.montara.org> .

## **CALL TO ORDER**

## **ROLL CALL**

## **PRESIDENT'S STATEMENT**

## **ORAL COMMENTS** (Items other than those on the agenda)

## **PUBLIC HEARING (none)**

## **CONSENT AGENDA**

## **OLD BUSINESS (none)**

## **NEW BUSINESS**

1. [Review and Possible Action Concerning Water Main Extension Agreement for New Service Connection at 1170 Howell Street, Montara, APN 036-282-050.](#)
2. [Review and Consideration of District's Conflict of Interest Code.](#)

## **REPORTS**

1. Sewer Authority Mid-Coastside Meetings (Slater-Carter).
2. MidCoast Community Council Meeting (Slater-Carter).
3. CSDA Report (Lohman).
4. LAFCo Report (Lohman).
5. Attorney's Report (Fitzgerald).
6. Directors' Reports.
7. General Manager's Report (Heldmaier).

## **FUTURE AGENDAS**

1. CSDA Transparency Certificate

## **CONVENE IN CLOSED SESSION**

### **CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Government Code §54956.9(d)(1)

Case Name: *City of Half Moon Bay v. Granada Community Services District, et al.*

(Santa Clara County Super. Cr. No. 17CV316927)

### **CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Gov. Code § 54956.9 (1 potential case)

## **REPORT OF ACTION TAKEN IN CLOSED SESSION, IF ANY**

### **ADJOURNMENT**

The District has a curfew of 10:30 p.m. for all meetings. The meeting may be extended for one hour by vote of the Board.

# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **April 15, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, General Manager 

**SUBJECT: Review and Possible Action Concerning Water Main Extension Agreement for New Service Connection at 1170 Howell Street, Montara, APN 036-282-050**

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Applicant Chez Santini and Owner Gerald Santini filed New Service Application with Montara Water and Sanitary District (MWSD or District) for domestic water, private fire protection (PFP), and sewer services for a new development located at 1170 Howell Street, Montara, CA (APN 036-282-050). In accordance with the District's code, the proposed project requires an approximately 100-foot, 8-inch-diameter water main extension in the public right-of-way, from the existing water main located on the corner of Sunshine Valley Road and Howell Street to the proposed new dwelling at 1170 Howell Street in order to provide domestic water and PFP services to the proposed new development. The proposed water main extension was designed by the applicant's engineer in accordance to District's codes and standard specifications. This Board previously approved the application and project in 2019, but the owner failed to move forward within one year; consequently, new bids were obtained and a new agreement must be authorized.

The main extension design drawings have been approved by the District Water Engineer. The Applicant reached agreement with the District-certified contractor Andreini Bros. Inc. through a bid selection process for a total cost of \$44,892.00 dollars on April 6, 2021. The Applicant is responsible to cover all costs to furnish all labor, materials, and equipment for construction related to water main extension and water and PFP laterals. Staff is seeking Board's approval to enter into the Agreement for Construction and Acquisition of Water Main Extension with the Applicant, to approve the plans and specifications of the water main extension and issue a permit. The agreement is included in **Exhibit A**. The applicant will need to provide proof of insurance, payment bond and faithful performance bond prior to construction of the water main.

## RECOMMENDATION:

Approve Resolution authorizing Agreement for Construction and Acquisition of Water Main Extension for the new water service connection project at 1170 Howell Street, Montara, APN 036-282-050, under the conditions set forth in the Agreement prior to construction of the water main, approving plans and specifications and authorizing issuance of permit.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING A MAIN EXTENSION AND AUTHORIZING EXECUTION OF AGREEMENT FOR CONSTRUCTION AND ACQUISITION OF WATER MAIN EXTENSION (APN 036-282-050)**

**WHEREAS**, Chez Santini and Gerald Santini ("Applicant") own real property located at 1170 Howells Street, Montara, California, more particularly described as Assessor's Parcel Number 036-282-050 ("real property"); and

**WHEREAS**, Applicant submitted an application for new water service by the District's water system to serve a proposed new development on the real property in accordance with the Montara Water and Sanitary District ("District") Code Section 5-3.100 ("Service Application"), which requires the financing, construction and dedication of a Main Extension beyond the District's existing facilities; and

**WHEREAS**, Applicant submitted plans, profiles and specifications for the Main Extension, which have been reviewed and approved by the District's Engineer and the District's General Manager for conformance with District's requirements under District Code Section 5-4.222; and

**WHEREAS**, pursuant to District Code Section 5-4.203, the District and the Applicant have agreed upon the terms and conditions for the Main Extension and that are included in the agreement entitled "Agreement for Construction and Acquisition of Water Main Extension" ("Agreement"); and

**WHEREAS**, the District Board desires to enter into the Agreement and approve Applicant's Service Application, including the final design report for the Main Extension.

**NOW, THEREFORE**, be it resolved by the Board of the Montara Water and Sanitary District, a public agency in the County of San Mateo, California, as follows:

1. Applicant's Service Application is hereby approved subject to the terms and conditions contained in the attached form of the Agreement, which is further approved and the General Manager is authorized to execute and record the Agreement.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE MONTARA WATER AND SANITARY DISTRICT APPROVING A MAIN EXTENSION AND AUTHORIZING EXECUTION OF AGREEMENT FOR CONSTRUCTION AND ACQUISITION OF WATER MAIN EXTENSION (APN 036-282-050)**

2. Applicant's final plans, profiles and specifications for the Main Extension comply with the District's Code and are hereby approved, and the General Manager is authorized to issue a Permit to Applicant subject to the terms and conditions contained in the attached form of the Agreement.

\_\_\_\_\_  
President, Montara Water and Sanitary District Board

COUNTERSIGNED:

\_\_\_\_\_  
Secretary, Montara Water and Sanitary District

\* \* \* \*

I HEREBY CERTIFY that the foregoing Resolution No. \_\_\_\_\_ duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, County of San Mateo, California, at a Special Adjourned Meeting thereof held on the 15<sup>th</sup> day of April 2021, by the following vote:

AYES, Directors:

ABSTENTION:

NOES, Directors:

ABSENT, Directors:

\_\_\_\_\_  
Secretary, Montara Water and Sanitary District

**AGREEMENT FOR CONSTRUCTION AND  
ACQUISITION OF WATER MAIN  
EXTENSION**

(APN 036-282-050)

**THIS AGREEMENT**, made and entered as of January 7, 2021, by and between the **MONTARA WATER AND SANITARY DISTRICT**, a public agency located in the County of San Mateo, California ("District") and Chez Santini ("Applicant");

**WITNESSETH:**

**WHEREAS**, Applicant has applied for a permit to connect Applicant's real property described in Exhibit "A" hereof, attached hereto and by this reference incorporated herein ("Property," also designated by Assessor's Parcel Number 036-282-050) to District's water system pursuant to the provisions of Section 5-3.100 of the Montara Water and Sanitary District Code ("District Code"); and

**WHEREAS**, a water main extension ("Extension") is required in order to serve the Property; and

**WHEREAS**, Applicant has submitted plans, profiles, and specifications for the Extension which have been approved by District's Water System Engineer for conformance with District's requirements under District Code Section 5-4.222; and

**WHEREAS**, this agreement is entered into pursuant to Section 5-4.203 of the District Code;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Extension**. Applicant shall, at Applicant's own cost and expense, provide for the construction of the Extension, furnish all the materials, and do all the work hereinafter described in accordance with, and as provided for, in the plans, profiles and specifications (collectively, "Plans") prepared for Applicant by Charles M. Kissick, Registered Professional Engineer, Sigma Prime



Geosciences, Inc., entitled, "Domestic Water and Personal Fire Protection Plan with Main Extension Santini Property Howells Street Montara, California APN: 036-282-050," District's Standard Specifications on file in District's Administrative Offices and the provisions of Chapter V, Article 4, Division 2 ("Extension of Facilities") of the District Code, the applicable provisions of which are hereby incorporated herein. If a conflict exists between the Plans and District's Standard Specifications and/or said Division 2 for a particular portion or component of the Extension, the stricter standard shall govern to the extent of such conflict. Applicant shall complete construction of all of the Extension subject to such exceptions and time extensions as may be allowed under Paragraph 12 (Force Majeure), on or before January 7, 2022.

**2. Inspection.** Applicant hereby grants District, its officers, employees, consultants, agents and designees the right and permission to enter upon the Property and the site or sites of construction of the Extension to inspect the work of construction, to test, and/or observe the testing of, the Extension, and otherwise to ensure that the Extension is constructed in accordance with the requirements described in Paragraph 1 and in condition for approval and acceptance by District.

**3. Property Interests.** Prior to commencing construction of the Extension Applicant shall submit to District deed(s) of easement(s) or other evidence(s) of any and all property interest(s), title to which is vested in Applicant or is otherwise sufficient and free of encumbrances or claims by others to allow for the construction of the Extension by Applicant, for District's right of entry pursuant to Paragraph 2 and for District's acceptance. Upon completion of construction of the Extension and acceptance thereof by District, Applicant shall grant District an easement, or such other property interest as may be specified by District, in the real property in which the Extension and appurtenances are located and convey title to the Extension and appurtenances to District free and clear of any encumbrances, except such encumbrances as may expressly in writing be accepted by District. Such easement or other interest shall include,

without limitation, the right to operate, maintain, repair, replace (in the original or any other size), construct and install a water main or mains and appurtenances. Applicant agrees and covenants that, prior to execution of any such conveyances, Applicant shall not convey to any other person(s) or entity or entities the same interest or any other interest that may conflict with the interest or interests to be conveyed to District. Title to the Extension shall vest absolutely in District upon District's acceptance thereof.

All deeds or other forms of conveyancing documents described above shall be subject to the approval of District's legal counsel. Applicant shall, prior to commencement of construction of the Extension, obtain and provide District with a copy of a title report for the Property and such other property within which the Extension is to be constructed. Conveyance of title to District shall be through escrow acceptable to District. All conveyancing costs including, without limitation, costs of preparing documents, escrow, title insurance for the benefit of District, and recordation shall be borne by Applicant.

**4. Security.** Applicant shall, prior to the commencement of any work on the Extension, file with District's Manager a bond or cash deposit securing the faithful performance of all work and the construction of the Extension within the time herein specified. The amount of the security shall be Forty Four Thousand Eight Hundred Ninety Two Dollars (**\$44,892.00**).

Applicant shall, likewise prior to the commencement of any work on the Extension, file with District's Manager a bond or cash deposit securing the payment by Applicant of all bills for labor and materials incurred in the construction of the Extension and the doing of all other work herein agreed to be done by Applicant, with respect to the Extension. The amount of the security shall be Forty Four Thousand Eight Hundred Ninety Two Dollars (**\$44,892.00**).

The aforementioned security shall include, in addition to the principal amounts, a guarantee of the payment of costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by District in the event of

successful enforcement of such security. All bonds shall be issued by a corporate surety admitted in the State of California.

**5. Deposits for District's Costs.** Applicant has deposited with District (the "Initial Deposit") the sum of Four Thousand Five Hundred Thirty One Dollars (**\$4,531.00**), receipt of which is hereby acknowledged by District. The deposit shall be used by District to pay for its costs incurred in administering this agreement and carrying out its duties regarding construction and acceptance of the Extension including, without limitation, costs of reviewing the Plans for the Extension, costs incidental to inspection of the construction of the Extension, administrative, engineering and legal services costs and other costs and expenses incurred by District relating to this agreement and to construction of the Extension. If the Initial Deposit is insufficient to pay all such estimated costs and expenses, District shall notify Applicant in writing of any such insufficiency, whereupon Applicant shall replenish the deposit in the amount estimated by District that is necessary to cover District's remaining estimated costs and expenses. If such insufficiency occurs, District shall not be obligated to perform any further services hereunder unless and until an additional deposit is made. Upon completion of the construction of the Extension, Applicant shall pay any additional costs and expenses of District not covered by the Initial and, if applicable, the additional deposit prior to acceptance of the Extension by District. District shall refund to Applicant any balance of the deposit(s) remaining after acceptance of the Extension.

Applicant hereby acknowledges and agrees that the aforesaid deposit(s) shall not be deemed as payment, or excuse payment, of any other fees and charges duly imposed by District and payable by Applicant for use of, or connection to, District's water system.

**6. Hold Harmless.** Applicant shall protect, indemnify, and hold harmless District, its governing board, commissions, committees, officers, agents and employees (collectively, "Indemnitees") from and against any and all liability, losses, damages, claims, causes of action, or actions arising out of any accident,

occurrence or incident resulting from, or alleged to have resulted from, the construction of the Extension by or for Applicant, the negligent performance of, or failure to perform, any contractual responsibility of Applicant, or any negligent action or omission of Applicant relating to the construction of the Extension or other responsibility of Applicant. Applicant shall also protect, indemnify, and hold harmless Indemnitees from and against any and all liability or allegations thereof, relating to the use of any copyrighted material in the Plans or the use of any patent or patented article or process by Applicant in the construction of the Extension. Applicant's duty to defend and hold harmless shall include the responsibility to provide legal representation, the selection of whom shall be subject to District's approval.

**7. Insurance.** Applicant shall obtain and maintain in full force and effect during the term of this agreement, at Applicant's cost, a comprehensive general liability insurance policy naming District, its governing board, commissions, committees, officers, agents, and employees (collectively, "District's Insureds") as insureds or additional insureds, insuring them against liability for personal injury (including death) and property damage (including loss of use thereof) arising out of the construction of the Extension and/or from Applicant's performance or failure to perform Applicant's obligations under this agreement. Said insurance shall be in the minimum limits of \$1,000,000 for personal injuries to, or death of, any one person, \$1,000,000 for personal injuries or death arising out of any one occurrence and \$1,000,000 for property damage arising out of any one occurrence. Said insurance shall expressly insure against contractual liability assumed by Applicant under this agreement including, without limitation, the provisions of Paragraph 1.

The foregoing policies or endorsements thereto shall provide that: (i) the insurer shall notify District in writing thirty (30) days in advance of the insurer's intention to cancel or materially change the terms of said policy or policies, (ii) coverage for District's Insureds shall be severable from that of other insureds if the insurance covers Applicant, another entity, or person(s) in addition to

District's Insureds (cross liability or severability of interest provision) and (iii) such insurance shall be primary regarding District's Insureds and that any insurance or self-insurance maintained by District shall be excess of Applicant's insurance, and not contributory with it.

Applicant shall furnish evidence of the insurance by filing with District's Manager copies of the policy's or policies' declaration page(s) or information page(s) with such endorsements as may be necessary to show compliance with all of the requirements of this Paragraph, together with a certificate or certificates of the insurance. Applicant shall file said documents upon execution of this agreement.

**8. Acceptance.** Construction of the Extension in conformance with the Plans, District's Standard Specifications and the provisions of Chapter V, Article 4, Division 2 ("Extension of Facilities") of the District Code incorporated herein pursuant to Paragraph 1 shall be subject to the approval of District's Water System Engineer. Upon completion of the construction in full compliance with this agreement and upon recommendation of said Engineer, District shall accept the Extension. The security required hereunder shall not be released until said acceptance. Upon acceptance, Applicant shall furnish District with a complete set of plans and drawings showing the Extension in their actual or "as built" condition and location.

**9. Time of the Essence.** Time is of the essence of this agreement, and if Applicant defaults in the performance of Applicant's obligations hereunder not excused by reason of Force Majeure under paragraph 12, Applicant hereby agrees that District may, at District's option: (i) treat any deposits and payments made by Applicant hereunder as compensation or reimbursement for District's costs and expenses hereunder and terminate this agreement, or (ii) if District desires that the Extension shall be completed, District may enforce the provisions hereof against Applicant and Applicant' sureties, and recover any and all costs incurred therewith, including, without limitation, costs of suit and reasonable attorney's fees.

**10. Guarantee of Workmanship and Materials.** Applicant agrees that, if within a period of one (1) year after acceptance of the Extension, the Extension or any part or component thereof fails to fulfill any of the requirements of this agreement, or of the Plans, District's Standard Specifications and the provisions of Chapter V, Article 4, Division 2 ("Extension of Facilities") of the District Code incorporated herein, Applicant shall, upon written notice from District directing the work to be done, without delay and without any cost to District, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Extension. Should Applicant fail to act promptly to make such repair, replacement, or reconstruction, or otherwise to act in accordance with the requirement to repair, replace, or reconstruct, or should the exigencies of the case require that repair, replacement, or reconstruction be made before Applicant can be notified, District may, at its option, make the necessary repair, replacement, or reconstruction or perform the necessary work, and Applicant shall pay to District the actual cost of thereof plus fifteen (15) percent.

Notwithstanding any provision to the contrary in this agreement, Applicant shall not be responsible for repair, replacement, or reconstruction of any Extension, necessitated by events of Force Majeure described in Paragraph 12.

**11. Security to Insure Guarantee.** Applicant agrees, as a condition precedent to District's acceptance of the Extension, to furnish and file with District a bond or cash deposit in the amount of Four Thousand Four Hundred Eighty Nine Dollars and Twenty Cents (**\$4,489.20**) guaranteeing and securing to District Applicant's compliance with the provisions of Paragraph 10 for a period of one (1) year after acceptance of the Extension by District.

**12. Force Majeure.** Applicant shall not be in default of any provision of this agreement where timely performance or timely compliance thereof is prevented by acts of God, including natural disasters, or unusually inclement weather, civil emergencies, inability to obtain materials (except for such inability occasioned by the act, or failure to act, of Applicant), unanticipated change in governmental regulations, labor strike or disturbance (except that pertaining to

Applicant's employees or agents) or similar acts which are beyond Applicant's reasonable ability to control; provided, that Applicant shall be obligated to perform or comply within a reasonable time after the event or action which precluded Applicant's timely performance no longer exists.

**13. Independent Contractor.** It is mutually understood and agreed that neither Applicant, nor any of Applicant's agents or contractors are, or shall be, agents or employees of District in connection with the performance of Applicant's obligations under this agreement. Applicant is, and shall be, an independent contractor hereunder.

**14. Assignability.** Applicant may assign this agreement subject to District's prior written approval, which shall not be withheld unreasonably.

**15. Successors.** The rights and obligations of the parties hereunder shall inure to the benefit of, and be binding upon their respective successors, assigns, administrators and heirs.

**16. Joint and Several.** If Applicant, as named above, consists of two or more persons or entities (irrespective of whether the form of such entity or entities is corporate, partnership, association or other form), the obligations and responsibilities under this agreement of each and all of them are joint and several.

**17. Recordation.** Either party hereto may submit this agreement or a memorandum thereof to the Recorder of the County of San Mateo, California, for recordation in the Official Records of said County.

**18. Attorney's Fees.** If suit is brought by one party against the other for damages and/or to enforce the provisions of this agreement, the prevailing party shall recover costs of suit including reasonable fees of expert witnesses and reasonable attorney's fees.

**19. Entire Agreement.** This agreement comprises the entire agreement between the parties and integrates any and all prior writings, documents or understandings, between them pertaining to the subject matter hereof.

20. Paragraph Headings. Paragraph headings as used herein are for convenience of reference, and shall not be deemed to amend or alter the contents of the paragraphs headed thereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first hereinabove written.

**MONTARA WATER AND SANITARY  
DISTRICT, a public agency ("District")**

By: \_\_\_\_\_

President

Countersigned:

\_\_\_\_\_

District Secretary

Gerald Santini ("Applicant")

By:  \_\_\_\_\_





# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **April 15, 2021**

TO: BOARD OF DIRECTORS

FROM: Clemens Heldmaier, District General Manager

SUBJECT: Review and Consideration of District's Conflict of Interest Code

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The Political Reform Act ("Act") requires all local agencies which have adopted Conflict of Interest Codes to review their Conflict of Interest Code biennially every even-numbered year and amend their Code if changes are necessary. This Board last reviewed and amended the Code in 2014. Although no changes to the Code have occurred since the last review, it has been at least 5 years since the Board has reviewed the Code and staff is recommending that the Board conduct a review of the Code to ensure that it remains in compliance with the Act.

Government Code section 87300 requires local agencies to adopt and promulgate a conflict of interest code for the purpose of ensuring that agency officials subject to the Act disclose economic interests that might be involved in the making or in the participating of making decisions that may have a material effect on an official's financial interest. Each local agency code must contain the following:

1. Terms of the Code. The terms of the code comprise the main body and include such provisions as the manner to report financial interests, the disqualification procedures, etc. The Fair Political Practices Commission recommends that agencies incorporate PFFC Regulation 18730 by reference because the type of information required to be in the main body of the code is quite complex and Regulation 18730 contains all of these provisions.
2. Designated Positions. The code must specifically list positions that make or participate in making decisions. Typically, positions that involve voting on matters, negotiating contracts or making recommendations on purchases without substantive review must be included. Position lists in Gov't. Code section 87200 (e.g., Board Director, District Manager, Attorney, etc.) are not required to be included, as these positions are required to file Form 700.
3. Disclosure Categories. A primary purpose of the code is to require disclosure of those types of investments, interests in real property, sources of income and business positions that designated positions may affect in their decision making.



# MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **April 15, 2021**

TO: BOARD OF DIRECTORS  
FROM: Clemens Heldmaier, General Manager

The District's Code complies with the above requirements and since the last amendment, there have been no changes. This action is to confirm that no changes are necessary and that the Code is current and accurate and meets the requirements under the Act. The proposed resolution renews the Code which will supersede all previous Codes.

## RECOMMENDATION

Move adoption of RESOLUTION CONFIRMING REVIEW AND APPROVING RENEWAL OF CONFLICT OF INTEREST CODE OF THE MONTARA WATER AND SANITARY DISTRICT

Attachments.

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION CONFIRMING REVIEW AND APPROVING  
RENEWAL OF CONFLICT OF INTEREST CODE OF THE  
MONTARA WATER AND SANITARY DISTRICT**

**WHEREAS**, the Political Reform Act of 1974, as amended (“Act;” Govt. Code §81000, et seq.) requires every state and local government agency to adopt and promulgate a Conflict of Interest Code; and

**WHEREAS**, pursuant to Resolution No. 758 entitled, “A Resolution Adopting a Conflict of Interest Code for the Montara Sanitary District by Adopting Fair Political Practices Commission Standard Code,” adopted July 31, 1986, this Board initially adopted the Conflict of Interest Code for the Montara Sanitary District by adopting by reference Section 18730 of Title 2, California Code of Regulations, and also by approving, as an exhibit thereto, Disclosure Categories for certain Designated Positions for the District; and

**WHEREAS**, pursuant to Government code Section 6501 this District was renamed the Montara Water and Sanitary District in 2003; and

**WHEREAS**, the District’s Conflict of Interest Code has, from time to time, been amended both prior to and after the District’s name change, the most revision occurring pursuant to Resolution No. 1584, adopted November 6, 2014 ; and

**WHEREAS**, since it has been five (5) years since the last amendment to the Code, this Board has reviewed the District’s Code and determines that no changes are necessary and that the Code is current and accurate and meets the requirements under the law.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE MONTARA WATER AND SANITARY DISTRICT**, a public agency in the County of San Mateo, California, as follows:

1. Exhibit “1,” entitled, “Conflict of Interest Code of the Montara Sanitary District, County of San Mateo, State of California, including Appendix A to Montara Water and Sanitary District Conflict of Interest Code (Revised November

6, 2014)” attached hereto, is hereby re-approved and by this reference constitutes the Conflict of Interest Code of the Montara Water and Sanitary District.

2. The District Secretary is hereby authorized and directed to forward a copy of this resolution to the County Clerk-Recorder, County of San Mateo, California, for and on behalf of the Board of Supervisors of said County, as the Code Reviewing Body for the District.

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President, Montara Water and Sanitary District

COUNTERSIGNED:

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Secretary, Montara Water and Sanitary District

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I hereby certify that the foregoing resolution was duly and regularly adopted by the Board of the Montara Water and Sanitary District, a public agency in the County of San Mateo, California, at a regular meeting thereof held on the 15<sup>th</sup> day of April 2021, by the following vote:

Ayes, Directors:

Noes, Directors:

Absent, Directors:

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Secretary, Montara Water and Sanitary District

**\*\*INSERT EXHIBIT 1**

RENEWED APRIL 15, 2021  
BY BOARD RESOLUTION

CONFLICT OF INTEREST CODE OF THE  
MONTARA SANITARY DISTRICT  
COUNTY OF SAN MATEO, STATE OF CALIFORNIA

Adopted on the 31 day of JULY, 1986  
Approved by the Code Reviewing Body on  
the 31 day of JULY, 1986

The Political Reform Act, Government Code Section 81000, et seq., and especially Section 87300 thereof, requires every local government agency to adopt and promulgate a Conflict of Interest Code. The Fair Political Practices Commission has adopted a regulation, 2 California Administrative Code Section 18730, which contains the terms of a standard conflict of interest code, which can be incorporated by reference by local government agencies, and which may be subsequently amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the terms of 2 California Administrative Code Section 18730, and any amendments thereto duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference and, along with the attached Exhibit "A" in which officials and employees of the Montara Sanitary District are designated and disclosure categories are set forth, constitute the the Conflict of Interest Code of the Montara Sanitary District, (hereafter "District").

Pursuant to Section 18730(b)(4)(B) of the standard code, all designated employees shall file statements of economic interests with the District which shall make and retain a copy and forward the originals to the Board of Supervisors of the County of San Mateo as the code reviewing body, which shall be the filing officer.

As directed by Government Code Section 82011, the code reviewing body is the Board of Supervisors for the County of San Mateo. Pursuant to Title 2, Division 6 of the California Administrative Code, Section 18227, the County Clerk for the County of San Mateo shall be the official responsible for receiving and retaining statements of economic interests filed with the Board of Supervisors.

APPENDIX  
TO  
MONTARA WATER AND SANITARY DISTRICT  
CONFLICT OF INTEREST CODE  
(Revised November 6, 2014)

DESIGNATED OFFICERS AND EMPLOYEES

<u>Designated Positions</u>	<u>Categories</u>
1. Directors	1, 2, 3, 4
2. Candidates for Office of Director*	1, 2, 3, 4
3. Treasurer	(see below)
4. General Manager	1, 2, 3, 4
5. <u>Operations Manager</u>	<u>1, 2, 3, 4<sup>1</sup></u>
6. Superintendent of Water Operations	1, 2, 3, 4
7. Consultants**	1, 2, 3, 4

**\*CANDIDATES**

Candidates for the office of Director shall file their Statement of Economic Interests at the time of filing their Declaration of Candidacy. The Statement shall disclose investments, interests in real property and income received during the 12 months immediately preceding the date of filing.

**\*\*CONSULTANTS**

Consultants shall disclose pursuant to the broadest Disclosure Category in the Code subject to the following limitation:

The General Manager may determine, in writing that a particular consultant, although a "Designated Officer or Employee," has been employed to perform a range of duties which are limited in scope, and thus shall not be required fully to comply with the disclosure requirements described in this Appendix. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Manager's determination shall be a public record,

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<sup>1</sup> Position added November 6, 2014.

and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

### INVESTMENT MANAGEMENT – DISTRICT TREASURER

The District Treasurer manages public investments. The person holding that position shall file a disclosure statement pursuant to Government Code Section 87200. Said position is covered by this Code for disqualification purposes only.

### DISCLOSURE CATEGORIES DEFINED

Category 1. A designated official or employee assigned to Category 1 is required to disclose direct or indirect investments in any business entity that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 2. A designated official or employee assigned to Category 2 is required to disclose interests in any real property that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 3. A designated official or employee assigned to Category 3 is required to disclose any source of income that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 4. A designated official or employee assigned to Category 4 is required to disclose any business entity in which the designated official or employee is a director, officer, partner, trustee, employee or holds any position of management that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.