



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

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

8888 Cabrillo Highway
Montara, California 94037

September 21, 2023 at 7:30 p.m.

The meeting will take place in the District offices located at the above address. Seating is limited and social distancing will be practiced due to ongoing public health and safety concerns. Simultaneous public access and participation is also available remotely, via telephone or the ZOOM application:

ZOOM MEETING INFORMATION:

WEBSITE: <https://us02web.zoom.us/j/86037510734?pwd=WktuY0FmS2dsZ0l5K0lvRlM4NFQ0dz09>

MEETING ID: 860 3751 0734

Password: 197277

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/wuZKb9gwEY7sMACIIsr7VSJqIB35kNZA/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. For participants attending the meeting virtually, a "raise hand" button is available for every Zoom user wishing to speak and should be used to alert the President of the intent to comment.

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 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. Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda Packet are available in the District Clerk's office during normal business hours. Such documents may also be available on the District's web site (www.mwsd.montara.org) subject to staff's ability to post the documents before the meeting.

CALL TO ORDER

ROLL CALL

PRESIDENT'S STATEMENT

ORAL COMMENTS (Items other than those on the agenda)

PUBLIC HEARING

CONSENT AGENDA

OLD BUSINESS

NEW BUSINESS

1. [Review and Possible Action to Amend Salary Schedule and Approve Adjustment to the General Manager's Compensation and Approve New Employment Agreement](#)

REPORTS

1. Sewer Authority Mid-Coastside Meetings (Slater-Carter).
2. Mid-Coast Community Council Meeting (Slater-Carter).
3. CSDA Report (Slater-Carter).

4. LAFCo Report (Slater-Carter).
5. Attorney's Report (Fitzgerald).
6. Directors' Reports.
7. General Manager's Report (Heldmaier).

FUTURE AGENDAS 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 Superior Court No. 17CV316927)

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION (Government Code §54956.9(d)(4)) Initiation of Litigation (2 potential cases)

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: **September 21, 2023**

TO: BOARD OF DIRECTORS

FROM: Christine C. Fitzgerald, General Counsel

SUBJECT: Review and Possible Action To Amend Salary Schedule and Approve Adjustment to the General Manager's Compensation and Approve New Employment Agreement

Under the Employment Contract between the District and the General Manager, dated January 1, 2017, Section 8 provides that the Board of Directors shall conduct an annual evaluation of the General Manager, and based on satisfactory performance, the General Manager will be granted a minimum amount based on the annual increase in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers (1982-1984 = 100), San Francisco-Oakland-San Jose, California Consolidation Statistical Area ("CPI-U Indicator").¹

On September 7, 2023, the Board met with the General Manager and determined that the General Manager's performance satisfies the requirements set forth under Section 8 of the Employment Contract, and accordingly, formal Board action is requested to set the new salary for the General Manager classification, retroactive to January 1, 2023, consistent with the terms of the General Manager's Employment Contract. The new salary is calculated using as follows:

$\$229,627 \times 1.0488181$ (the difference between December 2021, CPI-U 315.805 and December 2022, CPI-U 331.222) = **\$240,837.00**
(Rounded to the nearest dollar)

With regards to fiscal impact, the total annual salary increase is \$11,175. In addition, below is a table of fringe benefits provided to the General Manager:

¹ Specifically, the Employment Contract provides for the method of calculating any increases as follows: "The salary increases shall be determined by dividing the CPI-U Indicator that was published nearest in time before the Anniversary Date of the Employment Year to which the adjustment pertains by the CPI-U Indicator published nearest to one (1) year prior to that Anniversary Date, and multiplying the resultant number by General Manager's salary for the then current Employment Year." *Id.* at page 4.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 21, 2023**

TO: BOARD OF DIRECTORS

FROM: Christine C. Fitzgerald, General Counsel

- PARS contribution in the amount of \$ 10,661
- 457 retirement plan contribution in the amount of \$ 16,856
- Health coverage (including dental, vision and life) in the amount of \$ 29,459
- Wellness Program in the amount of \$300.

Additionally, Section 8 of the Employment Contract also provides that in recognition of exceptional and exemplary job performance resulting in benefits to the District and its customers, the General Manager may be entitled to an additional \$6,000 in compensation. The Board has made such a finding as a result of its review of the General Manager's performance, and Board authorization is also requested to grant a one-time contribution of \$6,000 to the General Manager's Deferred Compensation Account.

Lastly, as a result of the Board's negotiation with the General Manager, the parties have agreed to a one-time cash payment of \$15,000 in recognition of the General Manager's continued performance. This one-time payment is not included as base compensation for payroll or retirement calculation purposes.

This action will further authorize a new employment contract with the General Manager, beginning January 1, 2024 for a term of 6 years, with a starting annual salary of \$240,802.00 plus COLA increase, a one-time contribution of \$6,000 to the General Manager's Deferred Comp (subject to 2023 evaluation), a Kai-Zen Life Insurance annual contribution of \$29,000 for 5 years, and a one-time estimated cash payment of \$10,500 in recognition of the General Manager's continued performance (subject to 2023 evaluation), representing a reduction by an annual equity stipend of \$4,500 for each year the District makes a Kai-Zen contribution. Under the new contact, the General Manager will also be entitled to the same fringe benefits as described above.



MONTARA WATER AND SANITARY DISTRICT AGENDA

For Meeting Of: **September 21, 2023**

TO: BOARD OF DIRECTORS

FROM: Christine C. Fitzgerald, General Counsel

RECOMMENDATION:

Adopt:

- 1) RESOLUTION ADOPTING AMENDED DISTRICT SALARY SCHEDULE AND APPROVING ADJUSTMENT TO GENERAL MANAGER'S COMPENSATION (Effective January 1, 2023); and,
- 2) RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF EMPLOYMENT CONTRACT FOR THE POSITION OF GENERAL MANAGER (Clemens H. Heldmaier)

Attachments

RESOLUTION NO. 1775

RESOLUTION ADOPTING AMENDED DISTRICT SALARY SCHEDULE AND APPROVING ADJUSTMENT TO GENERAL MANAGER'S COMPENSATION (Effective January 1, 2023)

WHEREAS, under the Employment Contract between the District and the General Manager, dated January 1, 2017, Section 8 provides that the Board of Directors shall conduct an annual evaluation of the General Manager;

WHEREAS, based on satisfactory performance, the General Manager shall be granted a minimum amount based on the annual increase in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers (1982-1984 = 100), San Francisco-Oakland-San Jose, California Consolidation Statistical Area ("CPI-U Indicator");

WHEREAS, on September 7, 2023, the Board met with the General Manager and determined that the General Manager's performance satisfies the requirements set forth under Section 8 of the Employment Contract;

WHEREAS, the Board has recommended an adjustment to the General Manager's compensation as set forth below.

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.** The General Manager's salary is hereby adjusted to \$240,837.00 per annum.
- 2.** This resolution shall be effective upon adoption; provided, that the Salary Schedule and General Manager's compensation approved hereby and provided hereunder shall be operative from and after January 1, 2023.
- 3.** The Salary Schedule for General Manager, set forth in the attachment hereto is hereby approved, effective January 1, 2023; provided, that

RESOLUTION NO. 1775

**RESOLUTION ADOPTING AMENDED DISTRICT SALARY SCHEDULE AND
APPROVING ADJUSTMENT TO GENERAL MANAGER'S COMPENSATION
(Effective January 1, 2023)**

said Schedule shall remain in effect unless and until further amended or superseded.

President, Montara Water and Sanitary District

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

* * * *

I HEREBY CERTIFY that the foregoing Resolution No. 1775 was duly and regularly passed and adopted by the Board of the Montara Water and Sanitary District, County of San Mateo, California, at a Regular Meeting thereof held on the 21st day of September, 2023, by the following vote:

AYES, Directors:

NOES, Directors:

ABSENT, Directors:

Secretary, Montara Water and Sanitary District

RESOLUTION NO. 1776

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION
OF EMPLOYMENT CONTRACT FOR THE POSITION OF
GENERAL MANAGER (Clemens H. Heldmaier)**

WHEREAS, Clemens H. Heldmaier was initially appointed and employed as the General Manager of the Montara Water and Sanitary District by agreement dated as of July 1, 2008, which employment was continued under agreements dated as of July 1, 2011 and January 1, 2017 (collectively, "Prior Agreements"); and

WHEREAS, this Board desires to continue Mr. Heldmaier's employment in accordance with the terms and conditions of the hereinafter-referenced agreement Agreement, which supersedes the Prior Agreements;

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF THE
MONTARA WATER AND SANITARY DISTRICT, SAN MATEO COUNTY,
CALIFORNIA**, as follows:

That certain agreement by and between the Montara Water and Sanitary District, a public entity, and Clemens H. Heldmaier, entitled "Employment Contract - General Manager," dated as of September 21, 2023, a copy of which agreement is on file in the District Administrative Offices, to which copy reference is hereby made for the full particulars thereof, is hereby approved, and the President and Secretary of this Board are hereby authorized and directed to sign, and to countersign, respectively, said agreement for and on behalf of the Montara Water Sanitary District.

President, Montara Water and Sanitary District

COUNTERSIGNED:

Secretary, Montara Water and Sanitary District

RESOLUTION NO. 1776

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION
OF EMPLOYMENT CONTRACT FOR THE POSITION OF
GENERAL MANAGER (Clemens H. Heldmaier)**

* * * * *

I hereby certify that the foregoing resolution was duly and regularly adopted and passed by the Board of the Montara Water and Sanitary District, San Mateo County, California, at a meeting thereof held on the 21st day of September 2023, by the following vote:

AYES, and in favor thereof, Directors:

NOES, Directors:

ABSENT, Directors:

EMPLOYMENT CONTRACT - GENERAL MANAGER

THIS AGREEMENT, entered into as of the 21st day of September, 2023, by and between the MONTARA WATER AND SANITARY DISTRICT, a public entity ("District"), and CLEMENS H. HELDMAIER ("General Manager");

WITNESSETH:

WHEREAS, District is a public entity established and existing pursuant to the Sanitary District Act of 1923, as amended (Health and Safety Code §6400, et seq.) and exercises the powers of a county water district under the County Water District Law (Water Code §30000, et seq.) pursuant to Health and Safety Code Section 6512.7; and

WHEREAS, District requires the services of a general manager; and

WHEREAS, General Manager was initially appointed and employed as such by agreement dated as of July 1, 2008 and continued under agreements dated as of July 1, 2011 and January 1, 2017 (collectively, "Prior Agreements"); and

WHEREAS, the parties desire to continue General Manager's employment in accordance with the terms and conditions of this Agreement, which supersedes the Prior Agreements.

NOW THEREFORE THE PARTIES HERETO AGREE as follows:

1. Appointment. General Manager's appointment as General Manager under the Prior Agreements is hereby continued. General Manager shall perform all duties of the office of General Manager as set forth in the job specifications therefor and the District Personnel Manual as said specifications and Manual may be amended, revised, or superseded and shall perform all such other duties as may be assigned by District's governing Board ("Board"). A copy of the specifications, marked Exhibit "A," is attached hereto and incorporated herein by reference.

2. Effective Date: Employment Year. This Agreement is effective from and after January 1, 2024 ("Effective Date"). For purposes of administering this Agreement, "Employment Year" means, initially, the twelve (12) month period commencing upon the Effective Date and expiring the following December 31 and thereafter each successive twelve (12) month period. "Anniversary Date" means

January 1 of each Employment Year.

3. Term: Continuation. Subject to the provisions of Paragraph 9 (At Will Status; Termination) and expressly without diminishing General Manager's status as an "at will" employee, the Term of this agreement is six (6) years commencing on the Effective Date and expiring December 31, 2029, unless sooner terminated under Paragraph 9. Unless and until revised or superseded by subsequent agreement, commencing upon expiration of the sixth Employment Year the Term shall be continued automatically on an Employment Year-to-Employment Year basis; provided, that General Manager's compensation and benefits shall remain at the level existing in the sixth Employment Year.

4. Compensation. Subject to any adjustment based on the General Manager's performance evaluation from 2023 and pursuant to Paragraph 8 (Reviews; Compensation Adjustments), District shall compensate General Manager at the rate of \$240,837 per annum for the first Employment Year payable in equal twice- monthly installments. For subsequent Employment Years General Manager's compensation shall be subject to adjustment pursuant to Paragraph 8 (Reviews; Compensation Adjustments).

5. Benefits. Except to the extent modified or supplemented by this Agreement, General Manager shall be, and hereby is, granted the employment benefits provided regular full-time employees including, but not necessarily limited to, holidays, sick leave, family care and medical leave, Workers' Compensation disability coverage, personal leave, bereavement leave, jury duty leave, insurance coverage, retiree health benefits and participation in the District's defined benefit retirement program, as said benefits exist upon the Effective Date or may from time to time be amended, revised, or superseded. To the extent applicable, where leave or other benefits for regular full-time employees are subject to approval of the General Manager under the Personal Manual, the Board shall administer such approvals.

Notwithstanding the provisions of the Personnel Manual pertaining to vacation benefits, General Manager shall be, and hereby is, entitled to thirty (30) days' vacation leave per Employment Year. Additionally, General Manager shall participate in the Deferred Compensation Plan and Program adopted by District pursuant to Internal Revenue Code Section 457 as set forth in Section 5.61 of the

Personnel Manual; provided, that District's contributions on behalf of General Manager to that Program above the amount specified in said Section 5.61 shall be increased in accordance with the provisions of Paragraph 8 (Reviews; Compensation Adjustments).

On each October in calendar years 2024, 2025, 2026 and 2027, the District shall contribute \$29,000 annually to a life insurance policy plan provided through Kai-Zen. For each year the District makes said contributions, the District shall also provide General Manager with a \$4,500 equity stipend (which is not added to base salary), payable in equal twice-monthly installments in the same calendar year. Upon the District's final payment towards the 2027 premiums, the District's contributions and the corresponding equity stipend shall immediately cease thereafter.¹

Determination of benefits which are based upon accrued time of service with District shall include prior service of General Manager from January 15, 2003 with the private company or companies that owned and operated the water system acquired by District on August 1, 2003 and service thereafter with District.

6. Management Status. The parties acknowledge that General Manager is employed in a bona fide executive capacity whose primary duty is management of the District and, as such, is an "exempt employee," not entitled to overtime compensation or compensatory time off under State and federal law (Cal. Lab. C. §515; 29 U.S.C. §213). The nature of executive management duties is described in Sections 541.100 and 541.102 of the Code of Federal Regulations incorporated herein by reference. The parties further acknowledge that, as an exempt management employee, General Manager shall adjust and apportion time on District premises at General Manager's discretion in accordance with job demands and the foregoing status.

7. Expenses. District shall reimburse General Manager for reasonable and necessary expenses incurred in carrying out District's business; provided, that to the extent reasonably practicable, General Manager shall not incur any

¹ Due to the timing of making the Kai-Zen contributions, the first (initial) payment will be made in October 2023 for calendar year 2024. The corresponding \$4,500 equity stipend (which is not added to base salary) for 2024 will be made retroactive to January 1, 2023, and each subsequent year shall follow this similar pattern thereafter until such time the corresponding equity stipend has been fully made to cover the 5-year contribution period.

such expenses without the Board's prior approval. Reimbursable costs and expenses hereunder shall include, but not be limited to, District related travel expenses within and outside of the San Francisco Bay Area, enrollment fees for conferences and professional education and similar expenses incurred in the performance of District's business. "Travel expenses," as used herein, shall include, but not be limited to, costs of transportation to and from destination outside of the San Francisco Bay Area, lodging, meals, local transportation (at destination) and incidentals. Costs of transportation to and from destination shall be based upon economy (or equivalent) airfare unless otherwise approved by the Board.

8. Reviews; Compensation Adjustments. The Board or a Board committee and General Manager shall meet and confer regarding General Manager's performance and compensation on or about the Anniversary Date following each Employment Year, or more frequently as deemed necessary or appropriate by General Manager or the Board. The reviews shall be held before, or in, January following each Employment Year.

For each Employment Year salary increases for satisfactory performance shall be granted to General Manager in the minimum amount based on the annual increase in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for all Urban Consumers (1982-1984 = 100), San Francisco-Oakland-San Jose, California Consolidation Statistical Area ("CPI-U Indicator"). The salary increases shall be determined by dividing the CPI-U Indicator that was published nearest in time before the Anniversary Date of the Employment Year to which the adjustment pertains by the CPI-U Indicator published nearest to one (1) year prior to that Anniversary Date, and multiplying the resultant number by General Manager's salary for the then current Employment Year. Any such calculation that results in a decrease of salary shall be disregarded, in which case Manager's salary for satisfactory performance shall remain unchanged.

In addition to the CPI-U adjustment and in recognition of exceptional and exemplary job performance resulting in benefits to the District and its customers, General Manager may be entitled to a \$6,000 performance incentive for each Employment Year hereunder (including the Employment Year Commencing January 1, 2024). Such performance shall be based upon the Board's finding, among other matters that may be considered, that General Manager has

established new programs, implemented efficiency practices or procedures, established cost-saving programs, responded to emergencies or other unpredictable occurrences, conducted outreach programs, or otherwise provided services in a manner above and beyond the general expectations for performance of the duties of General Manager.

The \$6,000 shall be paid into General Manager's Deferred Compensation account established under District's Internal Revenue Code Section 457 Deferred Compensation Benefit Retirement Plan (ref.: Section 5.61, Personnel Manual). The \$6,000 shall be in addition to the amount paid by District and designated by General Manager for allocation to the Deferred Compensation Plan pursuant to Section 5.61 of the Personnel Manual. If in any given year the addition of the \$6,000 to deferred compensation on behalf of General Manager would cause the total deferred compensation payable for General Manager to exceed the per annum limit established by the Internal Revenue Service for such payments, the excess shall be paid as regular (non-deferred) income.

Salary adjustments shall be effective from and after the applicable Anniversary Date. Adjustments to General Manager's compensation and benefits shall be approved in conjunction with District's fiscal year budgetary process and shall be included in District's annual budget as a line item or by other corresponding entry. Notwithstanding the foregoing, other amendments to the terms and conditions hereof, if any, shall be made in accordance with paragraph 13 (Amendments).

9. At Will Status: Termination. General Manager shall, and does, serve at the pleasure of the Board and has the status of an "at will" employee. General Manager has not accrued, and shall not accrue, any property interest or right of continuing employment under the employment relationship with District. If General Manager elects to terminate employment, General Manager shall give District not less than thirty (30) days' prior written notice thereof.

If General Manager elects to terminate employment prior to the completion of the term of this Agreement (through December 31, 2029), General Manager shall immediately reimburse the District for all contributions made to date (including any and all payments made prior to the commencement of this Agreement and up until the time of General Manager's resignation) toward the life insurance policy plan provided through Kai-Zen (as referenced in Section 5 above), and the District shall no longer be obligated to make any additional payments on behalf of General Manager

toward said life insurance plan. This provision does not apply in the case where the Board terminates General Manager's services without cause.

The Board may terminate General Manager's services without cause by giving General Manager written notice not less than thirty (30) days prior to the effective date of such termination. Nothing herein contained shall be deemed a limitation upon District's right to terminate General Manager's employment for cause or to exercise any other right or pursue any other remedy which may accrue to District hereunder. "Cause" as used herein shall include, but not be limited to, acts constituting malfeasance in office, conviction of any crime involving moral turpitude and conduct unbecoming the position of District General Manager such as to bring disrepute upon the District, its Board, officers, employees, agents, or consultants. Notwithstanding the use of the term "cause" herein, nothing herein contained shall be deemed to create or establish a property right or a right to continuing employment in the position of employment of General Manager or affect District's right to terminate the employment of General Manager with or without cause in accordance with this Agreement.

Pursuant to Government Code Section 53243.2, and irrespective of the Term of this Agreement, if the Agreement is terminated, any cash settlement related to the termination that General Manager may receive from District shall be fully reimbursed to District if General Manager is convicted of a crime involving an abuse of office or position.

In the event the Board terminates General Manager's services without cause, in addition to all other compensation and payment for accrued benefits payable to the date of such termination, District shall compensate General Manager in an amount equal to General Manager's monthly salary rate in effect at the time of such termination times nine (9) or the number of months left on the unexpired term of the Agreement (whichever is less). The intent of these provisions is to comply with Government Code section 53260. Notwithstanding the provisions of paragraphs 4 (Compensation) and 5 (Benefits), if General Manager's salary is reduced or any benefit applicable to General Manager is reduced or eliminated by action of the Board, such action shall be deemed an act of termination without cause, as the result of which General Manager shall be compensated as aforesaid for termination without cause.

10. Notices. All written notices required to be given hereunder shall be delivered personally or by depositing the same with the United States Postal

Service, first class (or equivalent) postage prepaid, addressed, in the case of

District, to:

President, Sanitary Board
Montara Water and Sanitary District
P.O. Box 370131
Montara, CA 94037

with a copy to:

District Counsel
Montara Water and Sanitary District
c/o Fitzgerald Law Offices
P.O. Box 1366
Burlingame, CA 94011

or, in the alternative, to the President at the mailing address of the President then in office with a copy to the District Counsel;

and, in the case of General Manager, to:

Clemens H. Heldmaier, General Manager,
Montara Water and Sanitary District
P.O. Box 370131
888 Cabrillo Highway
Montara, CA 94037

or, to such other mailing addresses as the parties respectively may specify during the term hereof.

11. Personnel Manual. Except as modified by this agreement, or as may be provided to the contrary herein, General Manager's employment with District shall be subject to the provisions of District's Personnel Manual.

12. Entire Agreement. This agreement is the entire agreement between the parties and incorporates, supersedes, and replaces all prior agreements, understandings, or representations, whether written or oral, between the parties.

13. Amendments. Amendments or supplements hereto shall be in writing and shall be approved and executed by the parties in the same manner as the original counterparts.

14. Captions. Paragraph headings as used herein are for convenience only and shall not be deemed to alter or modify the provisions of the paragraph headed thereby.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first hereinabove set forth.

MONTARA WATER AND SANITARY DISTRICT

By: _____
President, District Board

Countersigned

Secretary

CLEMENS H. HELDMAIER

General Manager

General Manager EMPLOYMENT STANDARDS

Minimum Qualifications:

College degree or equivalent and at least two years' experience and education that would provide the requisite knowledge and abilities.

Knowledge of:

- Laws and regulations related to the treatment and distribution of drinking water and distribution and disposal of sewage.
- Principles and practices of supervision and training.
- Administrative techniques, including planning and organizing work and evaluating operations.
- Estimating costs and preparing and monitoring budgets.
- Methods, materials and equipment used in the operation and maintenance of water treatment plants, pump stations, and water distribution and transmission facilities and sewerage systems.
- Capabilities for operation and maintenance of equipment used in water and sewer treatment, transmission and distribution systems.
- Budgeting, public finance, administrative procedures, public agency governing boards, capital budgeting, capital project administration, public agency contracting and procurement, public agency accounting.

Ability to:

- Plan, organize, manage, coordinate and direct contractor's and field operations of the District.
- Plan, assign, coordinate, direct, and evaluate the work of subordinates engaged in a variety of District field and administrative operations.
- Establish and maintain effective working relations with others.
- Interpret, explain and apply applicable laws and regulations.
- Prepare clear and concise oral and written reports for the Board of Directors and procedure manuals.
- Evaluate division operations and procedures and develop techniques and procedures to increase efficiency and effectiveness.
- Understand and interpret engineering plans and specifications.
- Prepare the District's annual operating and capital budgets and work with auditor to prepare annual audit.
- Act as project General Manager for capital improvement and plant expansion projects.
- Oversee the annual collection of fees and charges.

- Review applications for sewer and water connections and other development permits.
- Administer the District's franchise agreement for solid waste collection services and recycling, and perform related duties.
- Review and prepare responses to planning and environmental documents relating to District projects.
- Maintain current official records of District, including ordinances, resolutions, minutes, and permits.
- Prepare Board agendas and reports and attend Board meetings.
- Work with and coordinate the efforts of consultants, District Counsel and other persons employed on District projects and assignments.
- Keep the Board apprised of the status of District business.
- Negotiate contracts and handle complaints.
- Work with District Water and Sewer Engineers to keep master plans and other documents up to date.

Required Licenses:

- Possession of a valid Class C California State driver's license.

Physical Requirements:

Incumbent must be able to function outdoors in field environment and perform the following with or without reasonable accommodation:

- Maintain cardiovascular fitness to engage in active physical work.
- Lift and/or carry (100 pounds).
- Walk on smooth and/or uneven surfaces.
- Climb ladders or steep surfaces.
- Stand upright and/or forward flexing.
- Twist, turn, bend and reach.
- Push and pull.
- Utilize vision, hearing and speech.
- Utilize manual and finger dexterity.
- Work in areas subject to exposure to wet, damp surfaces; dust, mists, fumes and high levels of noise; a variety of weather conditions, extremes of heat or cold.
- Wear personal protective equipment.

These job specifications should not be construed to imply that these requirements are the exclusive standards of the position.



Montara Water & Sanitary District

Serving the Communities of Montara and Moss Beach

P.O. Box 370131

Tel: (650) 728-3545

8888 Cabrillo Highway

Fax: (650) 728-8556

Montara, CA 94037-0131

E-mail: mwsd@coastside.net

Visit Our Web Site: <http://www.mwsd.montara.com>

SALARY SCHEDULE FOR GENERAL MANAGER

EFFECTIVE: January 1, 2023

Approved at Regular Board Meeting: September 21, 2023 Per Board Resolution No. ____

Job Title	Annual
General Manager	\$240,837.00