AVILA BEACH COMMUNITY SERVICES DISTRICT

Post Office Box 309, Avila Beach, CA. 93424
Meeting Room and Office – 100 San Luis Street, Avila Beach
Telephone (805) 595-2664 FAX (805) 595-7623
e-mail: avilacsd@gmail.com

SPECIAL BOARD MEETING
1 PM Tuesday, November 17, 2026

STAFF AND PUBLIC MAY PARTICIPATE IN THIS MEETING IN PERSON AT THE ADDRESS ABOVE OR, VIA TELECONFERENCE AND/OR ELECTRONICALLY.

ZOOM MEETING: https://us02web.zoom.us/j/4111787571

Meeting ID: 411 178 7571 **Password: No Password Required.**

BY PHONE: 1-669-900-9128

Director Najarian will attend the meeting via Zoom at the following address:
3480 East Guasti Road, Ontario, CA

In accordance with Government Code Section 54953(b), this agenda will be posted at the above teleconference location and this location will be accessible to the public.

1. **CALL TO ORDER: 1:00 P.M.**

2. **ROLL CALL: Board Members**: Pete Kelley, President
John Janowicz, Vice President
Kristin Berry, Director
Howie Kennett, Director
Board Members Joining Remote: Ara Najarian, Director

3. **PUBLIC COMMENT**
Members of the public wishing to comment or bring forward any items concerning District operations **which do not appear on today's agenda** may address the Board now. Please state your name and address before addressing the Board and **limit presentations to 3 minutes.** State law does not allow Board action on items not appearing on the agenda.

4. **INFORMATION AND DISCUSSION ITEMS**
County Reports
    1. SLO County Sheriff Department
    2. CalFire/County Fire Department

Reports on Attended Conferences, Meetings, and General Communications of District Interest

5. **CONSENT ITEMS:**

These items are approved with one motion. Directors may briefly discuss any item or may pull any item which is then added to the business agenda.

A. Minutes of Oct 20th, 2026, Special Board Meeting
B. Monthly Financial Review for October 2026
C. General Manager and District Engineer Report
D. Water and Wastewater Operations Reports for October 2026

6. **DISCUSSION OF PULLED CONSENT ITEMS**

At this time, items pulled for discussion from the Consent Agenda, if any, will be heard.

7. **BUSINESS ITEMS:** Items where Board action is called for.

A. Consider awarding a contract to Tuckfield and Associates for preparation of a cost of services and five-year rate study (Action Required: Review staff report and award the contract to Tuckfield and Associates or provide other direction to staff)

B. Consider awarding a Contract to R Baker Inc. for installation of new water service facilities (Action Required: Review staff report and award the contract to R. Baker Inc., or provide other direction to staff)

C. Consider approval of an updated Personnel Policy (Action Required: Review staff report and Draft Policy. Approve the Policy or provide other direction to staff)

8. **COMMUNICATIONS/ CORRESPONDENCE**

At this time, any Director, or Staff, may ask questions for clarification, make any announcements, or report briefly on any activities or suggest items for future agendas.

9. **ADJOURN**

The Tuesday, December 8th, 2026, Regular Board meeting is canceled. The next Regular Board meeting is scheduled for Tuesday, January 12th, 2027 at 1:00 PM.

Any writing or document pertaining to an open session item on this agenda which is distributed to a majority of the Board after the posting of this agenda will be available for public inspection at the time the subject writing or document is distributed. The writing or document will be available for public review in the District Administration Office, 100 San Luis Street, Avila Beach, CA during normal business hours. Consistent with the Americans with Disabilities Act and California Government Code Section 54954.2 requests for disability related modification or accommodation, including auxiliary aids or services may be made by a person with a disability who requires the modification or accommodation in order to participate at the above referenced public meeting by contacting the District at 805-595-2664.

MINUTES OF SPECIAL BOARD OF DIRECTORS' MEETING
Avila Beach Community Services District
Tuesday, Oct. 20th, 2026
1:00 P.M.

1. CALL TO ORDER

President Kelley called the meeting of the Board of Directors of the Avila Beach Community Services District, to order at 1:03 P.M. on the above date, in the Avila Beach Community Services District Building, 100 San Luis Street, Avila Beach, California.

2. ROLL CALL

Board Members Present	Pete Kelley
	Kristin Berry
	John Janowicz
Board Members Present via Zoom:	Ara Najarian
Board Members Absent:	Howie Kennett
Staff Present:	Brad Hagemann, General Manager
	Kristi Dibbern, Office Manager
Operations:	Shawn Powell, Chief Plant Operator
	Wes Kelley, Operator in Training
Legal Counsel via Zoom:	Craig Parton from Price, Postel, & Parma

3. PUBLIC COMMENT

GM Hageman commented that the CSDA local chapter is having its quarterly meeting on October 23rd. If anyone is interested in attending, please let Kristi know by October 22nd .

Raylene Collins expressed an interest in serving on the Board of Directors when a seat becomes vacant.

Director Janowicz reported that GM Hagemann attended the AVAC Meeting and gave a summary of the proposed Seawell floating desalinization project.

Director Najarian joined the meeting remotely from 3480 East Guasti Road, Ontario CA at 1:17 PM.

4. INFORMATION AND DISCUSSION ITEMS

A. County Reports

Cal Fire: No Report

Sheriff's Report: GM Hagemann presented September's law enforcement update for Sheriff Abbas. Twenty-six total incidents: 14 preventative patrol stops and 22 calls for service, which included 11 disturbances, 7 suspicious circumstances, 3 thefts, and 1 assault and battery.

5. CONSENT ITEMS:

Director Janowicz made a motion to approve the Consent Items. Director Najarian seconded the motion, and it passed with a roll call vote 4-0.

AYES: John Janowicz
Ara Najarian
Kristin Berry
Pete Kelley

NOES: None
ABSENT: Howie Kennett

6. PULLED CONSENT ITEMS: None

The Board approved reordering the agenda to present Business Items 10A and 10B prior to Closed Session (Items 7, 8, and 9). This adjustment ensured the public could participate in most of the open meeting before being excused during closed session.

10. BUSINESS ITEMS:

10.A. Summary of 2027 Employee Health Care Costs and Cost Share

GM Hagemann summarized the staff report that provided an update on Health Care costs for 2027 and the EE/District cost share analysis. Staff requested the Board's concurrence on the cost share methodology. After some discussion the Board approved the proposed cost share methodology for 2027.

10.B. Recommendation to the Board of Supervisors for the Districts Board of Director Nomination for 2027 with Resolution 2026-08. GM Hagemann summarized the staff report and responded to questions. Ms. Collins has advised the Board that she is interested in serving on the Board of Directors but does not wish to compete for a re-appointment of an incumbent's position. Therefore, she will withdraw her name at this time.

Director Najarian made a motion to approve Resolution No. 2026-08. Director Janowicz seconded the motion, and it passed with a roll call vote 4-0.

AYES: Ara Najarian
John Janowicz
Kristin Berry
Pete Kelley

NOES: None
ABSENT: Howie Kennett

7. **PUBLIC COMMENT ON CLOSED SESSION ITEM**

None

8. **CLOSED SESSION**
The Board convened to Closed Session at 1:55 PM to discuss the following items:
A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2). Number of cases: One.

9. REPORT ON CLOSED SESSION/ANNOUNCEMENT OF ACTION, IF ANY, TAKEN IN

CLOSED SESSION. The Board returned to the regular session at 2:08 PM. No reportable action was taken by the Board of Directors during the closed session.

10C. Utility Cost Management Company (UCM) Study Findings
GM Hagemann summarized the staff report and responded to questions. Hagemann noted that UCM estimated that the District could save approximately $29,000 per year if the WWTP rate was converted from the B-1 to B-19 tariff. The Board directed Hagemann to move forward with UCM to implement the Study Findings and provide periodic updates on the cost savings.

11. COMMUNICATION & COORESPONDENCE.

The Regular Board Meeting is being rescheduled from Tuesday, November 10th to Tuesday, November 17th. Board members have reviewed the date and confirmed that a quorum will be present with no scheduling conflicts.

12. ADJOURNMENT: The meeting was adjourned at approximately 2:15 PM.

These minutes are not official nor are they a permanent part of the records until approved by the Board of Directors at their next meeting.

Respectfully submitted,

Brad Hagemann, PE
General Manager

AVILA BEACH
COMMUNITY SERVICES DISTRICT
Post Office Box 309, Avila Beach, CA 93424

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager

DATE: November 17th, 2026

ITEM: 5. B Monthly Financial Review for October

Recommendation:
Receive and file report.

Overall Monthly Summary

During the month of October, the District deposited $146,078.41 and incurred $119,387.92 in expenses (cash basis). Water and sewer revenue for the month of October totaled $77,623.10 and the District received $15,984.12 in county tax revenue. The District paid $21,750.90 for Water Tank #1 maintenance coating and repairs to Advantage Technical Services.

Detailed financial reports including Balance Sheets, Profit and Loss, and Checks by Fund are provided for your information for October.

Utility Service Billing

The District billed approximately $75,104.80 in water and sewer service charges in October. Customer Rate Assistance reduced billing charges to the District in the amount of $1,168.78.

Avila Beach Community Services District
Balance Sheet
As of October 31, 2026

	Oct 31, 26	
ASSETS		
Current Assets		
Checking/Savings		
1000 · Cash Summary		
1005 · Customer Cash		0.01
1008 · Petty Cash		100.98
1010 · Columbia-Pac Premier Ckg		6,339.20
1015 · Five Star Bank Checking		450,753.57
1017 · Five Star Bank MM		228,371.27
1050 · LAIF		4,571,941.13
1070 · California Class		105,436.78
Total 1000 · Cash Summary		5,362,942.94
Total Checking/Savings		5,362,942.94
Accounts Receivable		
1200 · *Accounts Receivable		122,263.29
Total Accounts Receivable		122,263.29
Other Current Assets		
1250 · Receivables		
1280 · Water & Sewer Billings		
1282 · Other 2 El Dorado Billings	-5,616.24	
1280 · Water & Sewer Billings - Other	109,344.47	
Total 1280 · Water & Sewer Billings	103,728.23	
Total 1250 · Receivables		103,728.23
1299 · Allowance for doubtful account		-121,982.75
Total Other Current Assets		-18,254.52
Total Current Assets		5,466,951.71
Fixed Assets		
1600 · Fixed Assets & Acc. Depr.		
1620 · Fixed Assets - Sanitary		
1622 · Land	60,314.10	
1626 · Collection Assets		
1627 · Collection Assets Cost	1,549,232.00	
1628 · Collect Assets Accum Depr	-919,403.65	
Total 1626 · Collection Assets	629,828.35	
1635 · Treatment Plant		
1638 · Treatment Plant Accum Dep	-2,187,945.82	
1635 · Treatment Plant - Other	7,181,929.80	

Avila Beach Community Services District
Balance Sheet
As of October 31, 2026

	Oct 31, 26
Total 1635 · Treatment Plant	4,993,983.98
1642 · Treatment Equipment	
1643 · Treatment Equip Cost	1,698,094.96
1644 · Treatment Equip Accum Depr	-1,283,004.48
Total 1642 · Treatment Equipment	415,090.48
Total 1620 · Fixed Assets - Sanitary	6,099,216.91
1650 · Fixed Assets - Water	
1652 · Equipment	
1653 · Equipment Cost	960,944.00
1654 · Equipment Accum Depr	-592,805.31
Total 1652 · Equipment	368,138.69
1656 · Distribuation Assets	
1657 · Distribuation Assets Cost	637,701.32
1658 · Dist Assets Accum Depr	-309,170.57
Total 1656 · Distribuation Assets	328,530.75
Total 1650 · Fixed Assets - Water	696,669.44
1670 · Vehicles - Admin	
1671 · 2023 Ford F150 Cost	53,960.62
1672 · 2023 Ford F150 Acc Depr	-27,880.20
Total 1670 · Vehicles - Admin	26,080.42
1680 · Structures - Fixed Asset	
1681 · Structures GFAAG - Sani & FA	82,207.64
1682 · Gen / Fire Accum Dep	-77,440.79
Total 1680 · Structures - Fixed Asset	4,766.85
Total 1600 · Fixed Assets & Acc. Depr.	6,826,733.62
Total Fixed Assets	6,826,733.62
Other Assets	
1800 · Deferred Outflows of Resources	65,357.00
Total Other Assets	65,357.00
TOTAL ASSETS	**12,359,042.33**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2100 · Accounts Payable	193,478.86

Avila Beach Community Services District
Balance Sheet
As of October 31, 2026

	Oct 31, 26	
Total Accounts Payable		193,478.86
Credit Cards		
2140 · Five Star MC Control x0557		9,734.04
Total Credit Cards		9,734.04
Other Current Liabilities		
2105 · Accrued Expense		19,148.72
2200 · Payroll Liabilities		
2240 · Health Insurance		
2241 · Employee	4,798.00	
Total 2240 · Health Insurance		4,798.00
2250 · PERS Liability		3,361.82
2255 · Accrued Interest FB Auditor		58,498.53
2260 · Vacation Payable		11,559.23
2262 · Sick Pay Accrued		4,575.92
Total 2200 · Payroll Liabilities		82,793.50
2280 · Short Term Principal		125,306.47
2300 · Deposits Held		
2303 · Water Deposits Held		6,360.00
Total 2300 · Deposits Held		6,360.00
Total Other Current Liabilities		233,608.69
Total Current Liabilities		436,821.59
Long Term Liabilities		
2400 · Net Pension Liability		123,592.00
2450 · U.S. Bank Loan WWTP		2,224,765.96
2500 · Deferred Inflows of Resources		26,357.00
Total Long Term Liabilities		2,374,714.96
Total Liabilities		2,811,536.55
Equity		
3900 · Retained Earnings		7,980,598.21
3999 · Prior Period Adjustment FY 23		1,951,651.42
Net Income		-384,743.85
Total Equity		9,547,505.78
TOTAL LIABILITIES & EQUITY		**12,359,042.33**

Avila Beach Community Services District
Profit & Loss
October 2026

		Oct 26
Ordinary Income/Expense		
Income		
4000 · Income Summary		
4010 · Operating Revenue		77,623.10
4012 · Solid Waste Franchise Fee		6,173.60
4030 · County Taxes		15,984.12
4600 · Interest Income		46,297.59
Total 4000 · Income Summary		146,078.41
Total Income		146,078.41
Gross Profit		146,078.41
Expense		
5200 · Payroll Expenses		
5210 · Gross Wages		
5211 · Regular Pay	28,484.12	
5214 · Sick Pay	1,446.24	
5215 · Standby Pay	2,085.00	
5216 · Vacation Pay	2,775.14	
Total 5210 · Gross Wages		34,790.50
5230 · Payroll Taxes		902.47
5235 · Cell Phone Allowance		150.00
5240 · Health & Medical Exp.		
5242 · Health Ins / Other	8,757.95	
Total 5240 · Health & Medical Exp.		8,757.95
5250 · PERS Company Pd Expense		
5255 · PERS Co Pd Shawn	1,328.88	
5256 · PERS Co Pd Kristi	551.07	
5258 · PERS Co Pd Weston	654.72	
5250 · PERS Company Pd Expense - Ot...	251.83	
Total 5250 · PERS Company Pd Expense		2,786.50
5260 · Work Comp Insurance		755.42
5280 · Payroll Administration & Misc.		201.75
Total 5200 · Payroll Expenses		48,344.59
6000 · Administrative Overheads		
6102 · Accounting		2,897.50
6103 · Accounting Audit		1,377.50
6120 · Dues & Subscriptions		7,930.97

Avila Beach Community Services District
Profit & Loss
October 2026

	Oct 26	
6135 · Legal		
6137 · Lopez Lake ESA Litigation	3,255.00	
6135 · Legal - Other	539.00	
Total 6135 · Legal		3,794.00
6140 · Office Supplies & Postage		
6142 · Postage & Shipping	337.12	
6140 · Office Supplies & Postage - Other	65.94	
Total 6140 · Office Supplies & Postage		403.06
6150 · Rate Assistance		1,168.78
6167 · Uniforms		326.32
6170 · Website		737.10
Total 6000 · Administrative Overheads		18,635.23
6500 · Operating Expenses		
6503 · Chemicals		2,692.18
6504 · Admin Contract Services		4,885.80
6506 · Contract Labor GM		6,300.00
6507 · Contract Labor Civil Engineer		4,680.00
6508 · Contract Labor - Maintenance		4,000.00
6509 · Contract Labor - Operations		5,328.95
6515 · Engineering		7,715.30
6518 · Equipment Expense		4,612.01
6520 · Equipment Repair & Maint.		
6522 · Equip. Rep. & Maint-Avila & HD	937.21	
6524 · Equip. Rep. & Maint. Avila Only	427.80	
6520 · Equipment Repair & Maint. - Other	25,881.29	
Total 6520 · Equipment Repair & Maint.		27,246.30
6528 · District Vehicle Ops & Maint		1,610.44
6530 · Generator Maintenance		3,215.00
6542 · Maintenance		693.00
6550 · Operating Supplies		691.01
6565 · Regulatory Compliance		1,606.25
6570 · Safety Gear		471.84
6572 · Security		739.20
6580 · Solids Handling		5,201.80
6585 · Telephone / Internet		276.57
6590 · Utilities		9,968.99
6591 · Yard Maintenance		47.25
6500 · Operating Expenses - Other		52.95

Avila Beach Community Services District
Profit & Loss
October 2026

	Oct 26
Total 6500 · Operating Expenses	92,034.84
Total Expense	159,014.66
Net Ordinary Income	-12,936.25
Net Income	**-12,936.25**

Avila Beach Community Services District
Checks by Fund w/Accounts
October 2026

Type	Date	Num	Name	Memo	Account	Amount	Balance
General / Admin							
Check	10/01/2026	ACH	Teresa Klostermann	Contract labor September 2026	6504 · Admin Contract ...	1,221.00	1,221.00
Check	10/01/2026	BP C...	CivicPlus, LLC	Inv # 390204 10.1.26	6170 · Website	368.55	1,589.55
Check	10/03/2026	ACH	SDRMA Health	Oct 2026 Health Ins Member # 7017 AutoPa...	5242 · Health Ins / Other	8,757.95	10,347.50
Check	10/05/2026	BP 2...	Coverall North America, I...	Office Maintenance	6542 · Maintenance	320.00	10,667.50
Check	10/05/2026	EFT	PERS	GASB 68 Report CalPERS ID # 1674878206	6120 · Dues & Subscri...	350.00	11,017.50
Check	10/05/2026	EFT	Public Employees Retire...	$ 231.77 x 2 Kristi	2250 · PERS Liability	463.54	11,481.04
Check	10/05/2026	EFT	Public Employees Retire...	$ 466.98 x 2 Shawn	2250 · PERS Liability	933.96	12,415.00
Check	10/05/2026	EFT	Public Employees Retire...	$ 210.80 x 2 Wes	2250 · PERS Liability	421.60	12,836.60
Check	10/05/2026	EFT	Public Employees Retire...	Addtl Co Pd KD, SP & WK	5250 · PERS Company...	24.13	12,860.73
Check	10/05/2026	EFT	Public Employees Retire...	$ 208.89 x 2 Kristi	2250 · PERS Liability	417.78	13,278.51
Check	10/05/2026	EFT	Public Employees Retire...	$ 426.63 x 2 Shawn	2250 · PERS Liability	853.26	14,131.77
Check	10/05/2026	EFT	Public Employees Retire...	$ 218.24 x 2 Wes	2250 · PERS Liability	436.48	14,568.25
Check	10/05/2026	EFT	Public Employees Retire...	Addtl Co Pd KD, SP & WK	5250 · PERS Company...	22.83	14,591.08
Check	10/05/2026	EFT	Public Employees Retire...	$ 223.81 x 2 Kristi	2250 · PERS Liability	447.62	15,038.70
Check	10/05/2026	EFT	Public Employees Retire...	$ 455.45 x 2 Shawn	2250 · PERS Liability	910.90	15,949.60
Check	10/05/2026	EFT	Public Employees Retire...	$ 185.60 x 2 Wes	2250 · PERS Liability	371.20	16,320.80
Check	10/05/2026	EFT	Public Employees Retire...	Addtl Co Pd KD, SP & WK	5250 · PERS Company...	129.27	16,450.07
Check	10/05/2026	EFT	Public Employees Retire...	Adj to Amt Paid	5250 · PERS Company...	75.60	16,525.67
Check	10/07/2026	BP 2...	Regional Govt Services ...	Inv 21763 HR Advisory Services	6504 · Admin Contract ...	1,897.50	18,423.17
Check	10/12/2026	BP 2...	Strategic Resources Con...	Contract Labor General Ledger Reconciliation	6102 · Accounting	2,802.50	21,225.67
Check	10/12/2026	BP 2...	Strategic Resources Con...	Annual Financila Audit FY 2026	6103 · Accounting Audit	1,377.50	22,603.17
Check	10/12/2026	BP 2...	Strategic Resources Con...	Reporting	6102 · Accounting	95.00	22,698.17
Check	10/18/2026	BP 2...	Creative Technologies, Inc.	Inv. 202600881 Bill Print & Mail Run Date 9....	6142 · Postage & Shipp...	337.12	23,035.29
Check	10/20/2026	4249	Hagemann & Associates	Contract Labor Inv. 1297 Sept 30, 2026 GM ...	6506 · Contract Labor ...	6,300.00	29,335.29
Check	10/20/2026	4250	CivicPlus, LLC	Inv # 390204 10.1.26	6170 · Website	368.55	29,703.84
Check	10/25/2026	EFT	Five Star Mastercard	FS MC AutoPay	2140 · Five Star MC Co...	2,568.73	32,272.57
Check	10/27/2026	EFT	PG&E	100 San Luis St. District Office	6590 · Utilities	273.54	32,546.11
Check	10/28/2026	BP 2...	SDRMA Work Comp	Inv. 812181 9.11.26 Member #: 7017 2025-...	5260 · Work Comp Ins...	755.42	33,301.53
Check	10/29/2026	ACH	Teresa Klostermann	Inv. Oct 2026 Contract Labor	6504 · Admin Contract ...	1,584.00	34,885.53
Check	10/29/2026	BP 2...	Calif Special Districts Ass...	Annual Membership Dues Jan- Dec 2027	6120 · Dues & Subscri...	7,453.00	42,338.53
Check	10/29/2026	BP 2...	Regional Govt Services ...	Inv 2894 HR Advisory Services	6504 · Admin Contract ...	183.30	42,521.83
Total General / Admin						42,521.83	42,521.83
Lights							
Check	10/06/2026	EFT	PG&E	Town Lights acct # 0690976984-3	6590 · Utilities	520.56	520.56
Check	10/06/2026	EFT	PG&E	Colony Lights acct # 5992155362-0	6590 · Utilities	155.25	675.81
Check	10/27/2026	EFT	PG&E	Front St. Lights acct# 5796765606-7	6590 · Utilities	371.53	1,047.34
Total Lights						1,047.34	1,047.34
Sanitary							

Avila Beach Community Services District
Checks by Fund w/Accounts
October 2026

Type	Date	Num	Name	Memo	Account	Amount	Balance
Check	10/01/2026	BP C...	Great Western Alarm	Inv # 260902991101 10.1.26	6572 · Security	58.00	58.00
Check	10/05/2026	BP 2...	Brenntag Pacific, LLC	BPI630683 Chemicals	6503 · Chemicals	1,402.26	1,460.26
Check	10/05/2026	BP 2...	Fluid Resource Manage...	Inv. TR260865 Reg Comp	6565 · Regulatory Com...	1,051.25	2,511.51
Check	10/05/2026	BP C...	Great Western Alarm	Inv # 260804596101 8.1.26	6572 · Security	177.55	2,689.06
Check	10/05/2026	BP C...	Great Western Alarm	Inv # 260804597101 8.1.26	6572 · Security	164.55	2,853.61
Check	10/05/2026	BP 2...	Mainline Utility Company	Inv # 5935 9.2.26	6508 · Contract Labor -...	4,000.00	6,853.61
Check	10/06/2026	BP 2...	NATIONAL OILWELL VA...	Inv. 6241841 Customer # 1638134 Odor Co...	6518 · Equipment Expe...	2,713.35	9,566.96
Check	10/06/2026	BP 2...	NVIRO	Inv 6021 Contract Ops	6509 · Contract Labor -...	1,127.48	10,694.44
Check	10/06/2026	BP 2...	NVIRO	Inv 6135 Contract Ops	6509 · Contract Labor -...	1,804.64	12,499.08
Check	10/06/2026	BP 2...	NVIRO	Inv 6135 M&R	6522 · Equip. Rep. & M...	937.21	13,436.29
Check	10/06/2026	BP 2...	NVIRO	Inv 6208 MBR Flow Meter	6520 · Equipment Rep...	443.74	13,880.03
Check	10/06/2026	BP 2...	NVIRO	Inv 6208 Stenner Tube	6550 · Operating Suppli...	13.06	13,893.09
Check	10/06/2026	BP 2...	San Luis Powerhouse, Inc.	Inv. 55602 WWTP	6530 · Generator Maint...	1,595.00	15,488.09
Check	10/06/2026	BP 2...	San Luis Powerhouse, Inc.	Inv. 55533 Lift Station	6530 · Generator Maint...	1,620.00	17,108.09
Check	10/06/2026	BP 2...	Speed's, Inc.	Solids Handling Inv. 76494 9.21.26	6580 · Solids Handling	2,308.20	19,416.29
Check	10/06/2026	BP 2...	Wallace Group, Inc.	Inv.. 0245-0020-00 68722 SSMP Audit & Up...	6515 · Engineering	4,003.05	23,419.34
Check	10/10/2026	BP 2...	Perez Gardening Service	Inv #42387 Auto Pays 1st of each mo	6591 · Yard Maintenance	47.25	23,466.59
Check	10/13/2026	EFT	Mission Linen	Inv # 526692759 9.7.26	6167 · Uniforms	79.33	23,545.92
Check	10/13/2026	EFT	Mission Linen	Inv # 526735976 9.14.26	6167 · Uniforms	79.33	23,625.25
Check	10/13/2026	EFT	Mission Linen	Inv # 526771082 9.21.26	6167 · Uniforms	88.33	23,713.58
Check	10/13/2026	EFT	Mission Linen	Inv # 526819062 9.28.26	6167 · Uniforms	79.33	23,792.91
Check	10/18/2026	BP 2...	Brenntag Pacific, LLC	BPI637492 Chemicals	6503 · Chemicals	1,289.92	25,082.83
Check	10/18/2026	BP C...	Great Western Alarm	Inv # 260904596101 10.1.26	6572 · Security	176.55	25,259.38
Check	10/18/2026	BP C...	Great Western Alarm	Inv # 260904597101 10.1.26	6572 · Security	162.55	25,421.93
Check	10/18/2026	BP 2...	Speed's, Inc.	Solids Handling Inv. 76602 10.13.26	6580 · Solids Handling	2,893.60	28,315.53
Check	10/19/2026	BP C...	Culligan Water	Sept Bottled Water Service	6500 · Operating Expe...	26.48	28,342.01
Check	10/20/2026	4249	Hagemann & Associates	Contract Labor Sanitary System	6507 · Contract Labor ...	2,520.00	30,862.01
Check	10/25/2026	EFT	Five Star Mastercard	FS MC AutoPay	2140 · Five Star MC Co...	1,237.55	32,099.56
Check	10/27/2026	EFT	PG&E	Waste Water Plant acct # 0404279997-5 28...	6590 · Utilities	7,891.98	39,991.54
Check	10/27/2026	EFT	PG&E	Lift Station acct# 6338432238-2	6590 · Utilities	284.42	40,275.96
Check	10/29/2026	BP 2...	NVIRO	Inv 6270 Anoxic Mixer Insp	6520 · Equipment Rep...	1,589.41	41,865.37
Check	10/29/2026	BP 2...	NVIRO	Inv 6270 Contract Ops	6509 · Contract Labor -...	200.00	42,065.37
Check	10/29/2026	BP 2...	NVIRO	Inv 6296 Contract Ops	6509 · Contract Labor -...	2,196.83	44,262.20
Check	10/29/2026	BP 2...	NVIRO	Inv 6296 Anoxic Mixer Shaft Research	6520 · Equipment Rep...	140.00	44,402.20
Check	10/29/2026	BP C...	USA Bluebook	Customer #:916419 INV01197504 10.22.26	6550 · Operating Suppli...	205.44	44,607.64
Check	10/29/2026	BP 2...	Wallace Group, Inc.	Inv.. 0245-0020-00 68944 SSMP Audit & Up...	6515 · Engineering	3,712.25	48,319.89
Total Sanitary						48,319.89	48,319.89
Water							
Check	10/05/2026	BP 2...	Santa Maria FAMCON Pi...	S100190249.001	6520 · Equipment Rep...	1,906.91	1,906.91
Check	10/05/2026	BP 2...	Fluid Resource Manage...	Inv. TR260865 Reg Comp	6565 · Regulatory Com...	335.00	2,241.91
Check	10/06/2026	BP 2...	SLO Co Health	IN165381 Backflow Prevention Program	6565 · Regulatory Com...	220.00	2,461.91

Avila Beach Community Services District
Checks by Fund w/Accounts
October 2026

Type	Date	Num	Name	Memo	Account	Amount	Balance
Check	10/18/2026	BP 2...	Advantage Technical Ser...	Inv. 10402 Water Tank Coating	6520 · Equipment Rep...	21,750.90	24,212.81
Check	10/18/2026	BP 2...	Santa Maria FAMCON Pi...	Inv. S100192469.001 Water Supplies	6520 · Equipment Rep...	23.93	24,236.74
Check	10/19/2026	BP C...	Culligan Water	Sept Bottled Water Service	6500 · Operating Expe...	26.47	24,263.21
Check	10/20/2026	4249	Hagemann & Associates	Contract Labor Water System	6507 · Contract Labor ...	2,160.00	26,423.21
Check	10/25/2026	EFT	Five Star Mastercard	FS MC AutoPay	2140 · Five Star MC Co...	792.85	27,216.06
Check	10/27/2026	EFT	PG&E	1717 Cave Landing	6590 · Utilities	282.80	27,498.86
Total Water						27,498.86	27,498.86
TOTAL						**119,387.92**	**119,387.92**

AVILA BEACH
COMMUNITY SERVICES DISTRICT

Post Office Box 309, Avila Beach, CA. 93424

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager

DATE: November 17, 2026

ITEM 5.C. General Manager Report

Zone 3 Technical Advisory Committee (TAC)

The November Zone 3 Technical Advisory Committee meeting was cancelled, because it fell on November 11, Veteran's Day Holiday. However the County did provide a monthly information packet that is provided as an attachment to this staff report. As of this writing (November 12, 2026), the Lopez reservoir is at approximately 77% of capacity with 38,311 (approximately 600 AF less than last month) in storage. Since July 1, 2026, Lopez Lake has received 2.2 inches of rain.

The Zone 3 Advisory Committee is scheduled to next meet on Thursday, November 19, 2026, at the Oceano Community Services District Office at 10:30 AM. The Advisory Committee Agenda Packet was not available at the time this Report was prepared.

Status of the FY 2025/26 Financial Audit

Staff is continuing to work with the District's auditor, Nigro & Nigro, to complete the FY 2025/26 Financial Audit. The Audit will be presented to the Board at the January 12, 2027, Board meeting.

San Luis Street Trash Can Management Blues

District, County and Waste Connections staff continue to work with the commercial customers on lower San Luis Street to provide for an efficient method for setting out and putting away the trash and recycle containers. The County painted one of the parking spots as a "Commercial Loading Area" with the intention of having the customers use that spot for the placement of trash & recycle containers on pick-up day. Unfortunately, cars continue to park in this spot with then requires the customers to put their containers on the sidewalk which blocks public access to the sidewalk. District staff will continue to work with all involved to resolve this issue.

Attachments:
1. Zone 3 TAC November 2026 Informational Packet

ZONE 3 Lopez Project

San Luis Obispo County Flood Control and Water Conservation District

ZONE 3 TECHNICAL ADVISORY COMMITTEE
INFORMATIONAL PACKET

Zone 3 TAC Meeting Cancellation Notice

The regularly scheduled Technical Advisory Committee (TAC) meeting on Wednesday, November 11 has been cancelled in observance of the holiday.

The Zone 3 Advisory Committee meeting remains scheduled for Thursday, November 19, 2026, at Oceano CSD at 10:30 AM.

The materials included in this packet are being provided for information only. No action is requested or required from TAC members at this time.

Attachments:
A. FY 26/27 Q1 Budget Report
B. Lopez Monthly Operations Reports - October
C. Lopez Storage Projection – October
D. Water Odor and Taste Press Release
E. Draft CIP Budget 27/28
F. Project Updates

Next TAC Meeting Date: December 9, 2026

ZONE 3 Lopez Project

San Luis Obispo County Flood Control and Water Conservation District

November 19, 2026

MEMORANDUM

TO: Flood Control Zone 3 Advisory Committee

FROM: Kristina Borges, Accountant

SUBJECT: Flood Control Zone 3, First Quarter Budget Status, Fiscal Year 2026-27

Recommendation

1. The first quarter budget status for FY 2026-27 to be received and filed.

Summary

Attached please find a comparison of the budget to actual expenses for the first quarter of fiscal year 2026-27. The $7,729,318 budget does not include the Debt Service portion and is broken into three categories: Routine Operations & Maintenance, Non-Routine Operations & Maintenance, and Capital Outlay. At the end of the first quarter, 20% of the total annual budget was expended.

26/27 Budget	25/26 Budget Carryforward	Total Budget	Expenses through Q1	Balance Available	% of Budget Expended
7,314,789	414,529	7,729,318	1,507,754	6,221,564	20%

Routine O&M: This category has a budget of $6,683,099. At the end of the first quarter, 19% of the annual budget has been expended, resulting in $5,402,334 being available for the remainder of the year. The unspent budget from the prior year has been carried forward for a couple of projects.

26/27 Budget	25/26 Budget Carryforward	Total Budget	Expenses through Q1	Balance Available	% of Budget Expended
6,583,233	99,866	6,683,099	1,280,765	5,402,334	19%

Non-Routine O&M: This category has a budget of $827,758. At the end of the first quarter, 27% of the annual budget has been expended, resulting in an available balance of $600,769 for the remainder of the year. The unspent budget from the prior year has been carried forward for several projects. Expenses in this category are slightly above target as a result of the litigation expenses at $220,851, which is 97% of the expenses in this category.

26/27 Budget	25/26 Budget Carryforward	Total Budget	Expenses through Q1	Balance Available	% of Budget Expended
731,556	96,202	827,758	226,989	600,769	27%

Capital Outlay: This category has a budget of $218,461. At the end of the first quarter, 0% of the annual budget has been expended, resulting in $218,461 available for the remainder of the year. The unspent budget from the prior year has been carried forward for several projects and accounts for all of this category's budget.

26/27 Budget	25/26 Budget Carryforward	Total Budget	Expenses through Q1	Balance Available	% of Budget Expended
0	218,461	218,461	0	218,461	0%

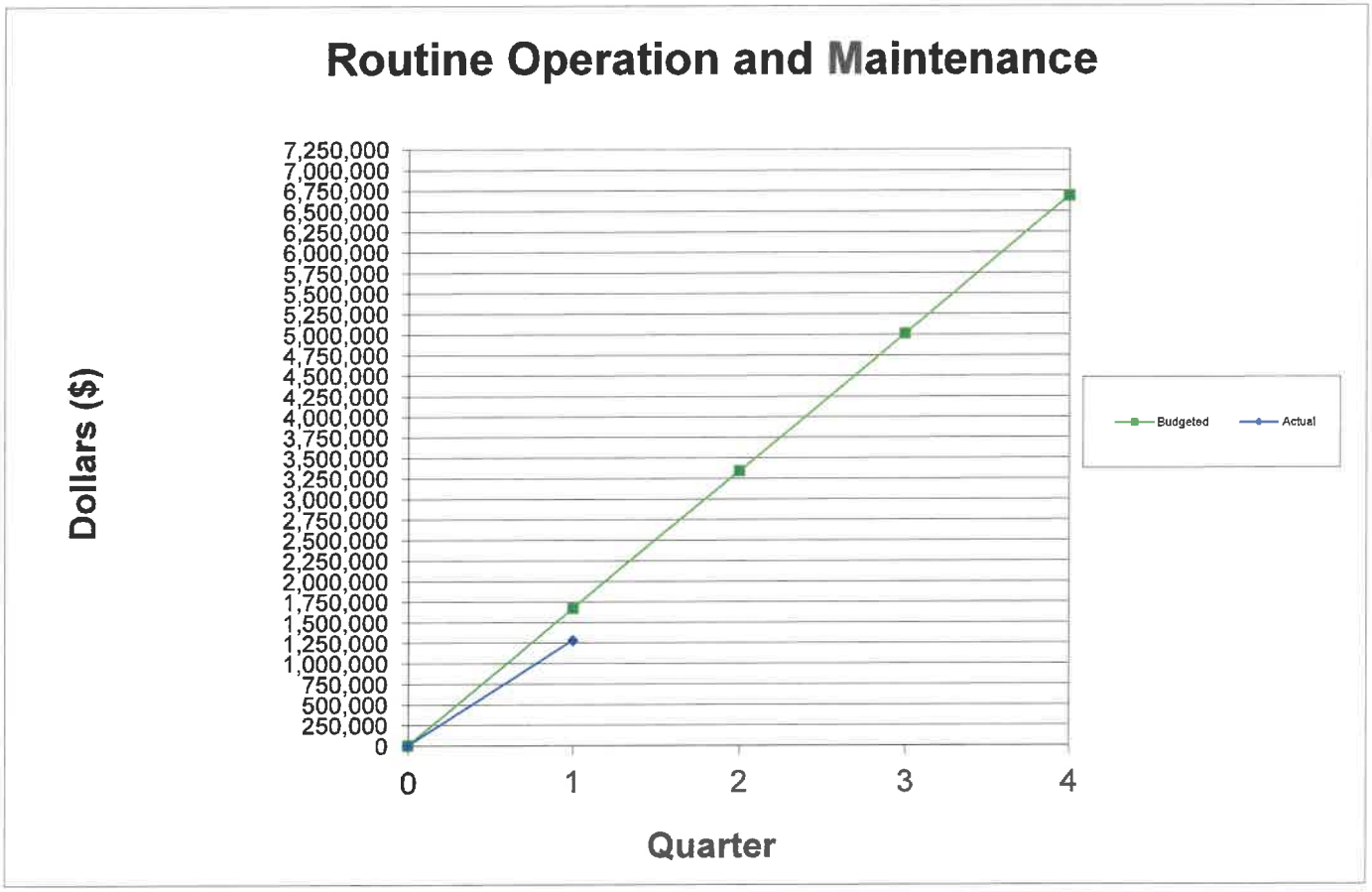
Other Agency Involvement/Impact

The agencies involved: City of Arroyo Grande, City of Grover Beach, City of Pismo Beach, Oceano Community Services District, and County Service Area 12. Subcontractors of CSA 12 include Port San Luis Harbor District and Avila Beach Community Services District.

Financial Consideration

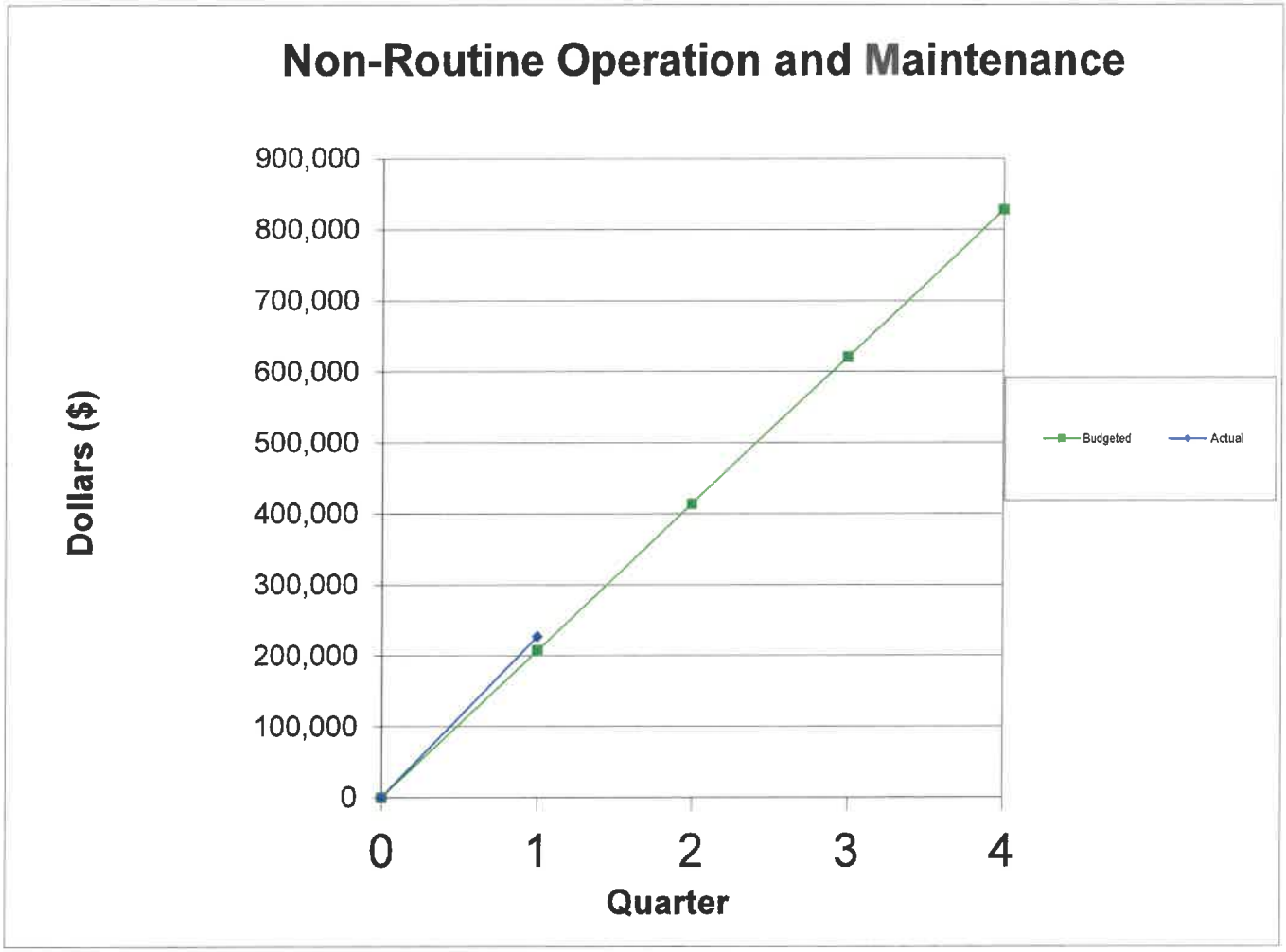
The revised billings for FY 2025-26 have been mailed along with the 2nd installment of the FY 2026-27 billings. Payments are due January 1, 2027.

Zone 3 Budget Status
1st Quarter FY26/27



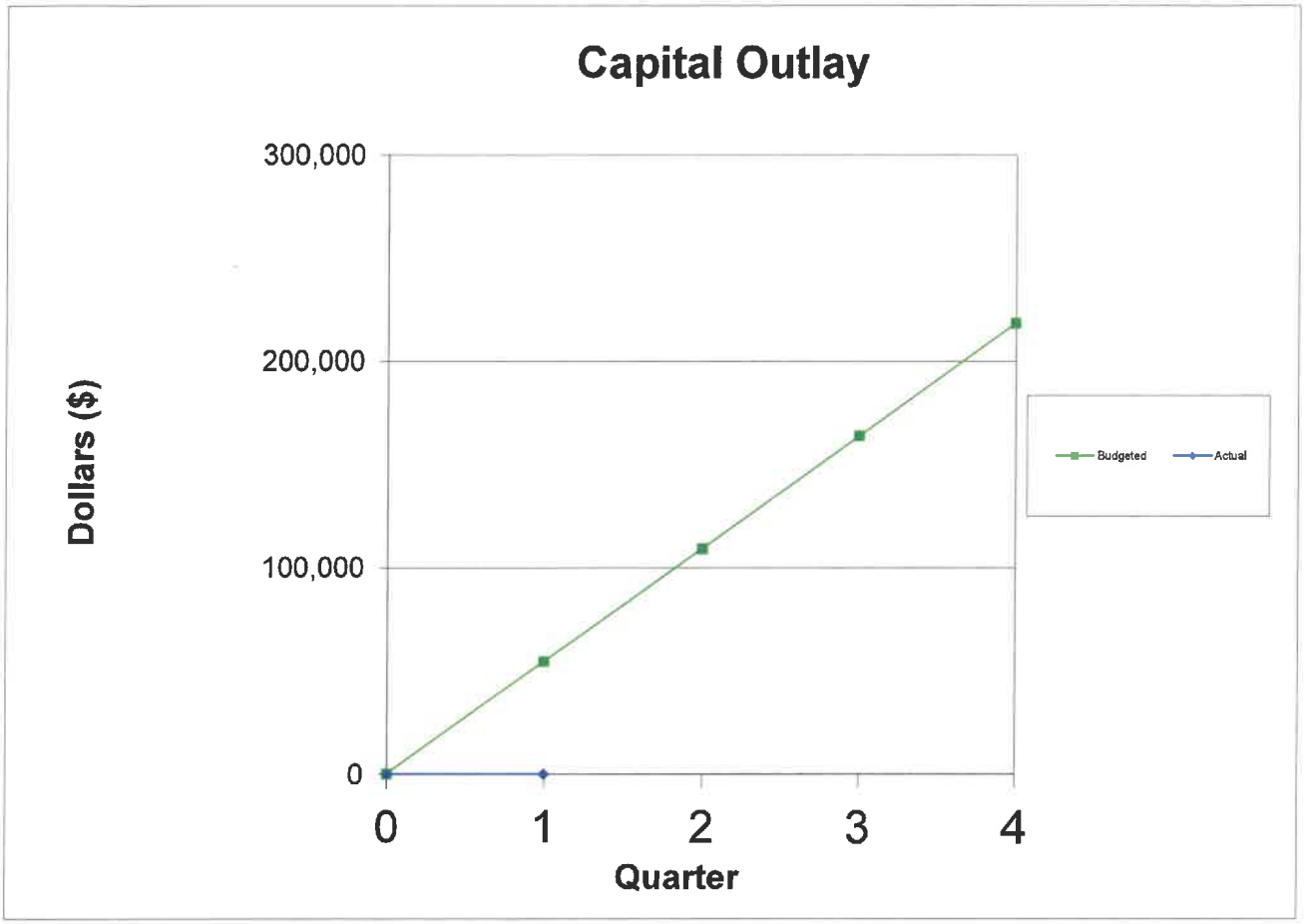
O&M Routine Category	Total Budget	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total	Total Exp as % of Budget	Total Balance Avail
Labor Hours	25,177	6,120	-	-	-	6,120	24%	
Chemicals - Water Treatment Plant	$ 650,000	$ 150,712	$ -	$ -	$ -	$ 150,712	23%	$ 499,288
Water Quality Testing - Treatment Plant	$ 53,227	$ 14,248	$ -	$ -	$ -	$ 14,248	27%	$ 38,979
Electricity - Water Treatment Plant	$ 350,000	$ 72,502	$ -	$ -	$ -	$ 72,502	21%	$ 277,498
All Other Costs - Water Treatment Plant	$ 2,131,738	$ 477,983	$ -	$ -	$ -	$ 477,983	22%	$ 1,653,755
Terminal	$ 268,538	$ 65,685	$ -	$ -	$ -	$ 65,685	24%	$ 202,853
Main Dam	$ 462,774	$ 176,210	$ -	$ -	$ -	$ 176,210	38%	$ 286,564
Lopez Water Rights /HCP	$ 723,787	$ 77,064	$ -	$ -	$ -	$ 77,064	11%	$ 646,723
Other	$ 2,043,036	$ 246,360	$ -	$ -	$ -	$ 246,360	12%	$ 1,796,676
Expenses		$ 1,280,765	$ -	$ -	$ -	$ 1,280,765	19%	5,402,334
Budget	$ 6,683,099	$ 1,670,775	$ 1,670,775	$ 1,670,775	$ 1,670,775	$ 6,683,099		
Variance (over)/under		$ 390,009	$ 1,670,775	$ 1,670,775	$ 1,670,775	$ 5,402,334		
% Variance		23%	100%	100%	100%			

Zone 3 Budget Status
1st Quarter FY26/27



O&M Non Routine Category	Total Budget	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total	Total Exp as % of Budget	Total Balance Avail
Geotech Test/Seismic Alt Study Terminal Dam	156,515	-	-	-	-	-	0%	156,515
Safety Upgrades to WTP	-	-	-	-	-	-	0%	-
Cloud Seeding Program	2,086	-	-	-	-	-	0%	2,086
Spillway Physical Investigation	135,407	6,138	-	-	-	6,138	5%	129,269
Lopez HCP Litigation	533,750	220,851	-	-	-	220,851	41%	312,899
Expenses		226,989	-	-	-	226,989	27%	600,769
Budget	827,758	206,940	206,940	206,940	206,940	827,758		
Variance (over)/under		(20,049)	206,940	206,940	206,940	600,769		
% Variance		-10%	100%	100%	100%			

Zone 3 Budget Status
1st Quarter FY26/27



Capital Outlay Projects	Total Budget	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total	Total Exp as % of Budget	Total Balance Avail
Improved Boat Access at Term Res	$ -	$ -	$ -	$ -	$ -	$ -	0%	$ -
Fireflow Tank Repair	$ -	$ -	-	-	$ -	-	0%	-
Cathodic Protection Units 1-3	$ 22,467	$ -	-	-	$ -	-	0%	22,467
REPLACE CARBON FEED SYSTEM	$ 28,649	$ -	-	-	$ -	-	0%	28,649
TBD - MEMBRANE RACK VALVE INSTALLATION	$ 75,000	$ -	-	-	$ -	-	0%	75,000
TBD - TERMINAL DAM PEIZOMETER REPLACEMENT	$ -	$ -	-	-	$ -	-	0%	-
TBD - MEMBRANE RACK PIPE REPLACEMENTS	$ 54,722	$ -	-	-	$ -	-	0%	54,722
Upgrade EQ Pump	$ 37,623	$ -	-	-	$ -	-	0%	37,623
CARBON DIOXIDE INJECTION SYSTEM	$ -	$ -	-	-	$ -	-	0%	-
WTP-Membrance Filter Modules (2 Racks)	$ -	$ -	-	-	$ -	-	0%	-
CHEMICAL TANK REPLACEMENT	$ -	$ -	-	-	-	-	0%	-
Expenses		-	-	-	-	-	0%	218,461
Budget	218,461	54,615	54,615	54,615	54,615	218,461		
Variance (over)/under		54,615	54,615	54,615	54,615	218,461		
% Variance		100%	100%	100%	100%			

Contact

Danielle Ruedas, Water Quality Manager 805-781-5109

Musty/Earthy taste in water no cause for concern

Residents that receive water from the Lopez Water Treatment Plant (WTP), including the cities of Pismo Beach, Arroyo Grande, Grover Beach, Oceano, Avila Beach, and Shell Beach, may notice a musty orearthy taste or odor in their drinking water. The water remains safe to drink.

"We understand that some residents are sensitive to changes in tase or smell," said Nola Engelskirger, Water Utilities Division Manager. "This type of taste and odor change is normal for surface water systems and can occur from time to time. We continue to monitor and assess the situation, and your water remains safe to drink."

The taste or odor changes are caused by natural compounds produced primarily from algae and organic matter in surface water from Lopez Lake, the source for Lopez WTP. These compounds can create a musty or earthy taste and odor. Although some customers may find this unpleasant, **they do not present any health risk**. They are routinely monitored and regulated only as an aesthetic concern and not as a health concern.

The WTP is increasing water monitoring and testing and adding powder-activated carbon (PAC) to the treatment process to help remove the compounds causing the taste and odor. The water supply is perfectly safe to drink and no water quality standards are being violated.

This change in taste is not related to the upcoming annual switch to free chlorine disinfectant, which will take place Nov. 4 through Dec. 2, 2026. During that time, residents may also notice a slight difference in taste or smell though the water is safe to drink. This annual process of alternating disinfectants from chloramines to free chlorine, helps keep the water system clean and operating safely. You can learn more about the upcoming switch here: https://www.slocounty.ca.gov/departments/public-works/department-news/2026/county-to-temporarily-switch-drinking-water-disinfectant-to-free-chlorine-in-the-five-cities-area

Zone 3
5-Year Capital Outlay Plan

DRAFT Flood Control Zone 3 (Lopez Project)
FY 2027-2028 BUDGET

New funding requested

Revised 10/22/2026

Non-Routine O&M

Item	PROJECT	IO/WBS	NOTES 2025/26	Project Estimate	BUDGET: Approved Prior Budget Totals (thru 2025/26)	BUDGET: Prior Expenditures (thru 2025/26)	BUDGET: Approved 2026/27 Budget	BUDGET: Total 2026/27 Budget Available (includes carry forward from prior yrs)	BUDGET: 2026/27 Expenditures thru 09/30/2026	FUTURE YEAR - ANTICIPATED BUDGETS: 27/28	28/29	29/30	30/31
1	Equipment Audit/Replacement Plan - On-Going	552R235691	1	$ -	$ -	$ -	$ -	$ -	$ -				
2	HCP - Development	552R235005	4	$ 500,000			$ 677,806	$ 723,787	$ 77,064	$ 100,000			
3	Geotechnical Testing & Seismic Alternatives Study for Terminal Dam	552R235647	10	$ 500,000	$ 751,627	$ 645,204	$ 111,627	$ 44,888		$ 100,000			
4	Safety Upgrades	[illegible]	7	$ 120,000	$ 65,000	$ 135,348	$ -	$ -	Complete- Remove from Budget				
5	Cloud Seeding Program	552R235671	5	$ 350,000	$ 450,495	$ 806,592	$ 2,066	$ 2,066					
6	Spillway Physical Investigation per DSOD - Main Dam	552R235715	8	$ 500,000	$ 488,046	$ 518,944	$ 84,093	$ 135,407	$ 8,138				
	Lopez HCP Litigation	552R235776											
				SUB-TOTAL	$ 1,755,168		$ 975,614	$ 906,168	$ 83,202	$ 200,000	$ -	$ -	$ -

Capital Outlay

Item	PROJECT	IO/WBS	NOTES 2025/26	Project Estimate	BUDGET: Approved Prior Budget Totals (thru 2025/26)	BUDGET: Prior Expenditures (thru 2025/26)	BUDGET: Approved 2026/27 Budget	BUDGET: Total 2026/27 Budget Available (includes carry forward from prior yrs)	BUDGET: 2026/27 Expenditures thru 09/30/2026	FUTURE YEAR - ANTICIPATED BUDGETS: 27/28	28/29	29/30	30/31
7	Unanticipated Equipment Purchases		6	$ 55,000	$ -	$ -	$ -	$ -		$ 55,000			
8	Spillway Repairs per DSOD - Main Dam	NewWBS	9	TBD	$ -	$ -	$ -	$ -		$ 50,000			
9	WTP Perimeter Security Fencing - Phase II	[illegible]	11	TBD	$ -	$ -	$ -	$ -		Remove			
10	Replace Carbon Feed System	31007	12	TBD	$ 28,649	$ -	$ -	$ 28,649		$ 50,000			
11	Upgrade EQ Pump	NewWBS	13	$ 20,000	$ 37,623	$ -	$ -	$ 37,623					
12	Fireflow Tank repair /replacement	300639	2	$ 1,476,000	$ 579,674	$ 116,266	$ -	$ -					
13	Membrane Replacements (2 Racks/year) *DONE	300868	3	$ 700,000	$ 863,253	$ 863,253	$ -	$ -					
14	Carbon Dioxide Injection System	300857	14	$ 700,000	$ 280,933	$ 332,029	$ -	$ -		Remove			
15	Dam Intakes #2 & #3 Valve Maintenance	NewWBS	15	TBD	$ -	$ -	$ -	$ -	Remove From CIP- Added to O&M Forms				
16	CATHODIC PROTECTION UNITS 1-3	300656	17	$ 848,000	$ 757,786	$ 619,018	$ -	$ 19,735					
17	Membrane Rack Valve Installation	NewIO	18	$ 250,000	$ 50,000	$ -	$ -	$ 75,000		$ -	$ 50,000	$ 50,000	
18	Terminal Dam Peizometer Replacement Project	NewWBS	19	TBD	$ -	$ -	$ -	$ -					
19	Membrane Rack Piping Replacements	NewIO	20	$ 50,000	$ 34,722	$ -	$ -	$ 54,722					
	Increase of Agency Reserves												
20	- Contributed by agencies for Equipment Replacement		21				$ -			TBD	TBD	TBD	TBD
				SUB-TOTAL	$ 2,585,640		$ -	$ 215,728	$ -	$ 155,000	$ 50,000	$ 50,000	$ -
				TOTAL	$ 4,340,808		$ 975,614	$ 1,121,897	$ 83,202	$ 355,000	$ 50,000	$ 50,000	$ -

Annual Target $150,000

Notes:

0 Consultant and vendor amounts should include 4.4% in 2022. Inflation is 5% per year after original estimate unless noted otherwise

1 Completion of plant system audit to determine scope of replacement/upgrades and costs. The estimate is based upon prior years expenses and budget allocation of $25,000.

2 Funds requested to begin implementing repairs to Domestic and Fireflow tanks identified per Tank inspection report Nov. 2016 by ATI. Fireflow quantity assessment by Fire Engineer completed in 2019. Fire flow alternatives analysis completed. Domestic Tank in fairly good condition. Fireflow tank has 2 options, could be re-habilitated and a new coating 400K -600K or install a new fireflow tank for ~ $1.5M. Staff recommending budgeting $200K per year until sufficient funds and evaluate the tank at that time. See estimates on tab below.

3 Replacement of Membrane Racks (Pall), installed in 2007 design life is 10 to 20 years. 5/6 racks replaced, 6th rack was installed in 2017, expected replacement of 2032

4 Developing final draft of HCP

5 On hold pending Zone 3 approval of future cloud seeding

6 For unanticipated purchases of equipment that fail during the fiscal year. Including this line item in the budget allows for immediate purchase of critical equipment that unexpectedly fails during the fiscal year.

7	COMPLETE-Safety upgrades DAF building 24/25. Replace I Beam for Fall protection tether.
8	Physical investigation of spillway completed in FY 25/26. Alternatives analysis under development in 26/27.
9	Repairs to Spillway based on results of the non-destructive and physical investigation occuring in FY 27/28 and required by DSOD.
10	Additional modeling needed per DSOD. Fault rupture displacement analysis and 2D Flac
11	Install and replace security fence around west side of terminal reservoir and water treatment plant property. Phasing dependent upon available funding.
12	System is aging and should be replaced within next 10 years. May not need this or scope could change depending on what is chosen for Water Treatment Alternative. Re-evaluate need ozone pilot plant study.
13	The DAF System EQ pump has been replaced and refurbished on several occasions in the past few years and a new style EQ pump with self priming capability will reduce downtime for maintenance and repairs and increases reliability of the system. Should be completed in FY 26/27.
14	This project is to replace the existing HCL (mineral acid) system set up in 2018. The pilot pH suppression project using Mineral Acid (HCl) provided successful results in reducing pH and eliminating water treatment plant scaling issues such as the analyzers, header piping to the membranes, and DAF air diffuser systems. Mineral Acid is a dangerous chemical to handle and for safety reasons, a Carbon Dioxide pH suppresion system is recommended to perform with similar results of pH suppression.
15	Intake Valve Actuator #2's hydraulic sytem sprung a leak in 2018 and was isolated to prevent hydraulic fluid from entering the lake. Intake Valve Actuator #1 was subsequently taken apart to confirm custom repair parts and components for Valve Actuator #2. When lake levels allow, it is advised that staff complete repairs of the actuators and hydraulic system for each intake valve to reduce the chance for future failures and leaks and to inspect the systems completely while performing touch up on parts and coatings.
16	Skid Steer with Deck Mower
17	Repair/Replace Cathodic Protection System on Units 1 and 3. Unit 2 needs to be assessed for a completely new system as it never had an impressed current CP system.
18	Replace all valves on membrane racks 1 through 5. Funding for 1 rack/year depending on available budget.
19	The terminal Dam Peizometers need replacing. An analysis is needed to determine the type needed and verification/approval from DSOD.
20	Stainless steel piping on membrane racks needs replacing. Rack 6 came with HDPE piping which is performing well. The original racks 1-5 have stainless piping that has corrosion and will need replacing over time.
21	Contributions toward the Agency Funded Reserves accumulate for the purpose of funding replacement of equipment and capital outlays at the treatment plant.

ZONE 3 Lopez Project

San Luis Obispo County Flood Control and Water Conservation District

TO: Zone 3 Technical Advisory Committee

FROM: David Spiegel, PE, Utilities Engineer

DATE: November 11, 2026

SUBJECT: Zone 3 Projects Update

Project Updates:

- Spillway Assessment and Investigation (No Change)
  - Received final draft 8/28/2026, in review
  - Geotechnical Data Report submitted to DSOD
  - Remainder of project ~ $50,000
- Geotechnical Testing & Seismic Alternatives Study of Terminal Reservoir Dam (No Change)
  - Preparing sole source with GEI to perform 2DFlac Analysis
  - BOS date TBD
  - Required Budget ~$250,000, phasing work
- Cathodic Protection Repair Project (No Change)
  - Working on transient monitoring station plans for DWR/State water line crossing
  - Remaining Budget ~$20,000
- Fire Flow Tank Replacement (on hold)
  - Reviewing grant opportunities
  - ~$0k in Zone 3 Funds
  - Required Budget ~$1,400,000
- Lightning Strike Repairs
  - Received report and design plans for lightning strike arresting system
  - Expenses to date ~$190k.
- Zone 3 Annexations
  - Received final deliverables, working with Assessors office on next steps
  - Budget ~$30k

AVILA BEACH
COMMUNITY SERVICES DISTRICT

ITEM: 5D
November 2026 Operations and Maintenance Report

Compliance
There were no compliance issues for the month of October. The October 2026 Self-Monitoring Reports and associated data tables & graphs are provided as attachments to this report.

Wastewater Treatment Plant
Staff is coordinating with the contract laboratory to complete the District's semi-annual sampling, with sample collection scheduled for November 10th.

In October, Operations continued to treat 100% of plant influent flow through the membrane bioreactor (MBR).

The plant influent pumps were pulled, cleaned and inspected in preparation for the anticipated Super El Niño storm season.

Staff is working with Wallace Group to determine the feasibility of installing an effluent "booster" pump on the plant's effluent outfall. The pump will provide additional pressure head (only a few psi) to the outfall discharge pipe if/when storm surge and/or high tides limit the plant's ability to discharge treated effluent to the ocean using only gravity pressure head.

Sewer Collection System
Staff is working with Wallace Group to update the District's Sewer System Management Plan (SSMP).

The First Street Lift Station pumps were pulled, cleaned and inspected in preparation for the anticipated Super El Niño storm season.

Water System
Lopez Reservoir recently experienced the semi-annual seasonal "turnover" of the lake. Turnover occurs when the reservoir's water layers mix, bringing water from the bottom to the surface. Taste and odor complaints are common during this period. The Lopez Water Treatment Plant is addressing the issue by adding granular activated carbon to adsorb the odorous compounds. Based on recent temperature and dissolved oxygen profiles the lake is starting to stabilize and the odors/taste of the water is improving. The Lopez water is continuing to meet all regulatory health and safety criteria.

The annual "burn" of the Lopez Distribution System has begun. During this process, the disinfectant is temporarily switched from chloramines to free chlorine. This routine maintenance event helps preserve the long-term quality of the water. District Operations will begin flushing the free-chlorinated water through the District's water mains. Customers may notice temporary changes in taste and odor during this time.

California Regional Water Quality Control Board, Central Coast Region

Monthly report due last day of following month
Annual report due January 30

Avila Beach CSD Wastewater Treatment Facility

DISCHARGER SELF-MONITORING
ORDER R3-2017-0025
NPDES CA0047830
WDID 3 400101001

Month: OCTOBER 2026

Date	Daily Flow (MGD)			Effluent Monitoring		
	Total	Max (gpm)	Avg (gpm)	Biweekly Total Coliform	Biweekly Fecal Coliform	Daily Chlorine Residual
1	0.051118	63	36	<1.8	<1.8	0.20
2	0.050409	64	35			0.00
3	0.060387	64	42			0.00
4	0.059229	65	41			0.00
5	0.052224	64	36			0.00
6	0.049742	63	35	<1.8	<1.8	0.00
7	0.051793	64	36			0.00
8	0.052366	62	36	<1.8	<1.8	0.00
9	0.048664	61	34			0.00
10	0.056636	62	39			0.00
11	0.054333	63	38			0.00
12	0.055273	65	38			0.00
13	0.041934	66	29	<1.8	<1.8	0.00
14	0.047061	50	33			0.00
15	0.050485	63	35	<1.8	<1.8	0.00
16	0.049378	62	34			0.00
17	0.059375	61	41			0.00
18	0.064991	65	45			0.00
19	0.053112	65	37			0.00
20	0.042928	63	30	<1.8	<1.8	0.00
21	0.040627	53	28			0.00
22	0.050913	58	35	<1.8	<1.8	0.00
23	0.065119	63	45			0.00
24	0.063759	63	44			0.00
25	0.058796	66	41			0.00
26	0.056726	65	39			0.00
27	0.047749	63	33			0.00
28	0.050910	64	35			0.00
29	0.043324	50	30			0.00
30	0.045529	76	32			0.00
31	0.044295	50	31			0.00
Min	0.040627	50	28.0	<1.8	<1.8	0.00
Mean	0.052232	62.1	36.2	<1.8	<1.8	0.01
Max	0.065119	76	45.0	<1.8	<1.8	0.20
Total	1.619185	*Effluent daily (dry weather) flow NTE 0.2 MGD (mean).*				

I certify under penalty of perjury that the foregoing is true and accurate and that the sampling procedure and analysis used are as specified in the Waste Discharge Order for this facility.

Effluent and Influent Monitoring

Date	Weekly Effluent BOD (24 HC)	Weekly Effluent TSS (24 HC)	Weekly Influent BOD (24 HC)	Weekly Influent TSS (24 HC)	Monthly Effluent Oil & Grease (Grab)
10/1/2026	<4.0	<5.0	300	220	
10/8/2026	11	<5.0	210	110	
10/15/2026	<4.0	<5.0	210	79	<5.0
10/22/2026	<4.0	<5.0	270	180	
10/29/2026					
Min	<4.0	<5.0	210	79	<5.0
Mean	<4.0	<5.0	247.5	147.3	<5.0
Max	11	<5.0	300	220	<5.0
BOD Removal: 100.0%			TSS Removal: 100.0%		

Effluent Monitoring

Date	Weekly Set. Solids (Grab)	Weekly Turbidity (Grab)	Weekly pH (Grab)*	Weekly Temp °F (Grab)
10/1/2026	<0.1	0.50	—	76
10/8/2026	<0.1	0.55	7.09	74.4
10/15/2026	<0.1	0.85	7.04	74.5
10/22/2026	<0.1	0.80	7.10	74
10/29/2026			7.04	
Min	<0.1	0.50	7.04	74.0
Mean	<0.1	0.68	7.07	74.7
Max	<0.1	0.9	7.10	76.0

**Effluent pH samples were collected on 9/28, 10/5, 10/12, 10/19, and 10/26 .*

Influent Brine Received

Date	Volume (Gallons)
N/A	N/A

Sludge Removal

Date	Gallons
10/9/2026	4,500
10/29/26	4,000

Effluent Limits

Parameter	Units	Monthly Avg	Weekly Avg	Daily Max
BOD	mg/L	40	60	90
Suspended Solids	mg/L	40	60	90
Oil and Grease	mg/L	25	40	75
Turbidity	NTU	75	100	225
Total Coliform	MPN/ 100 mL	7 Sample Median: 23		
		More than once in 30 days: 240		
		Daily Maximum: 2,400		
Chlorine Residual	mg/L	6 Month Median: 0.3		1.2
pH	pH units	Between 6.0 - 9.0		
Settleable Solids	mL/L	1.0	1.5	3.0
BOD/TSS Removal	%	≥ 75%	***	***

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

California Regional Water Quality Control Board, Central Coast Region

Monthly report due last day of following month
Annual report due January 30

Avila Beach CSD Wastewater Treatment Facility

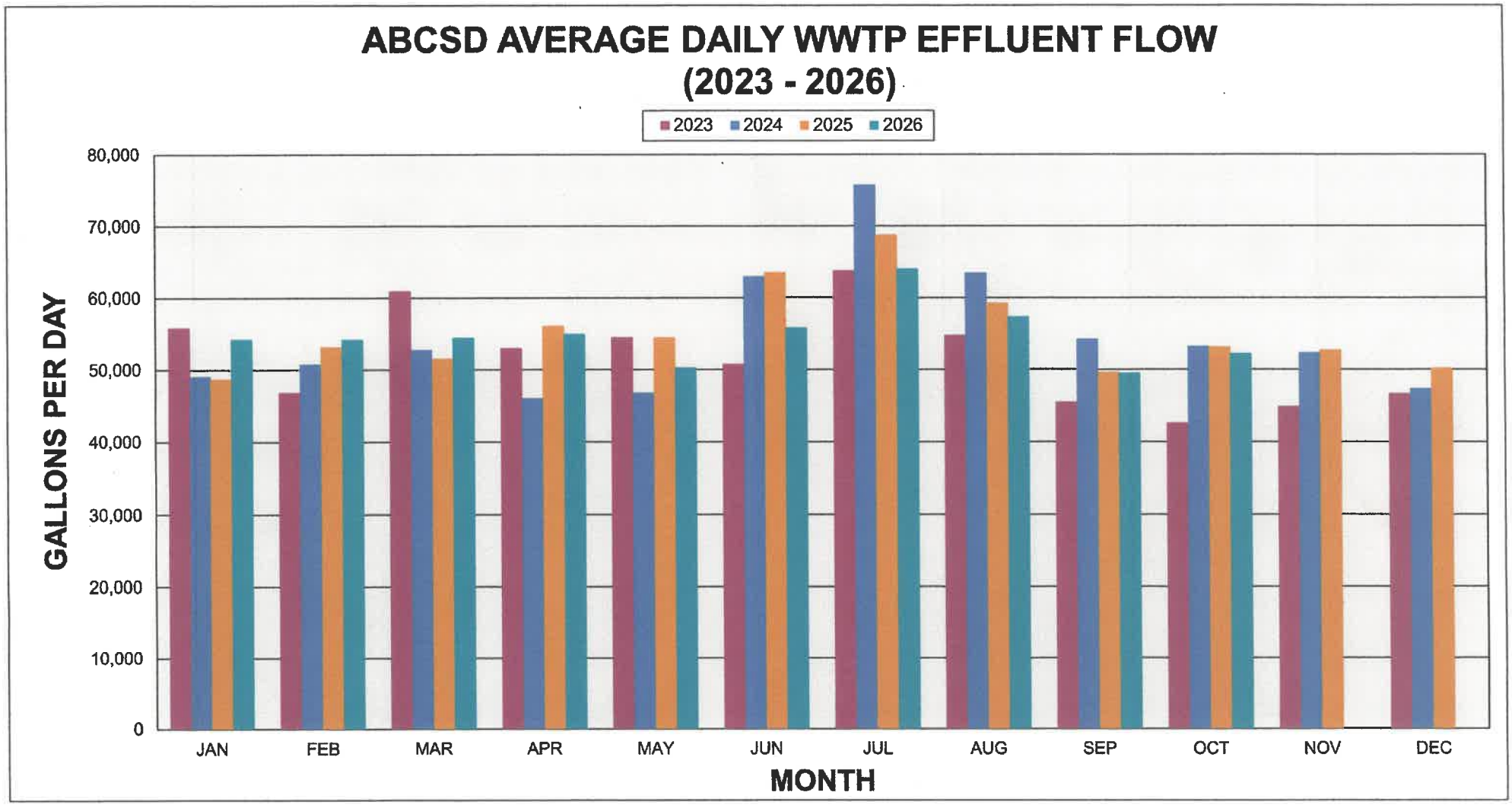
DISCHARGER SELF-MONITORING
ORDER R3-2017-0025
NPDES CA0047830
WDID 3 400101001

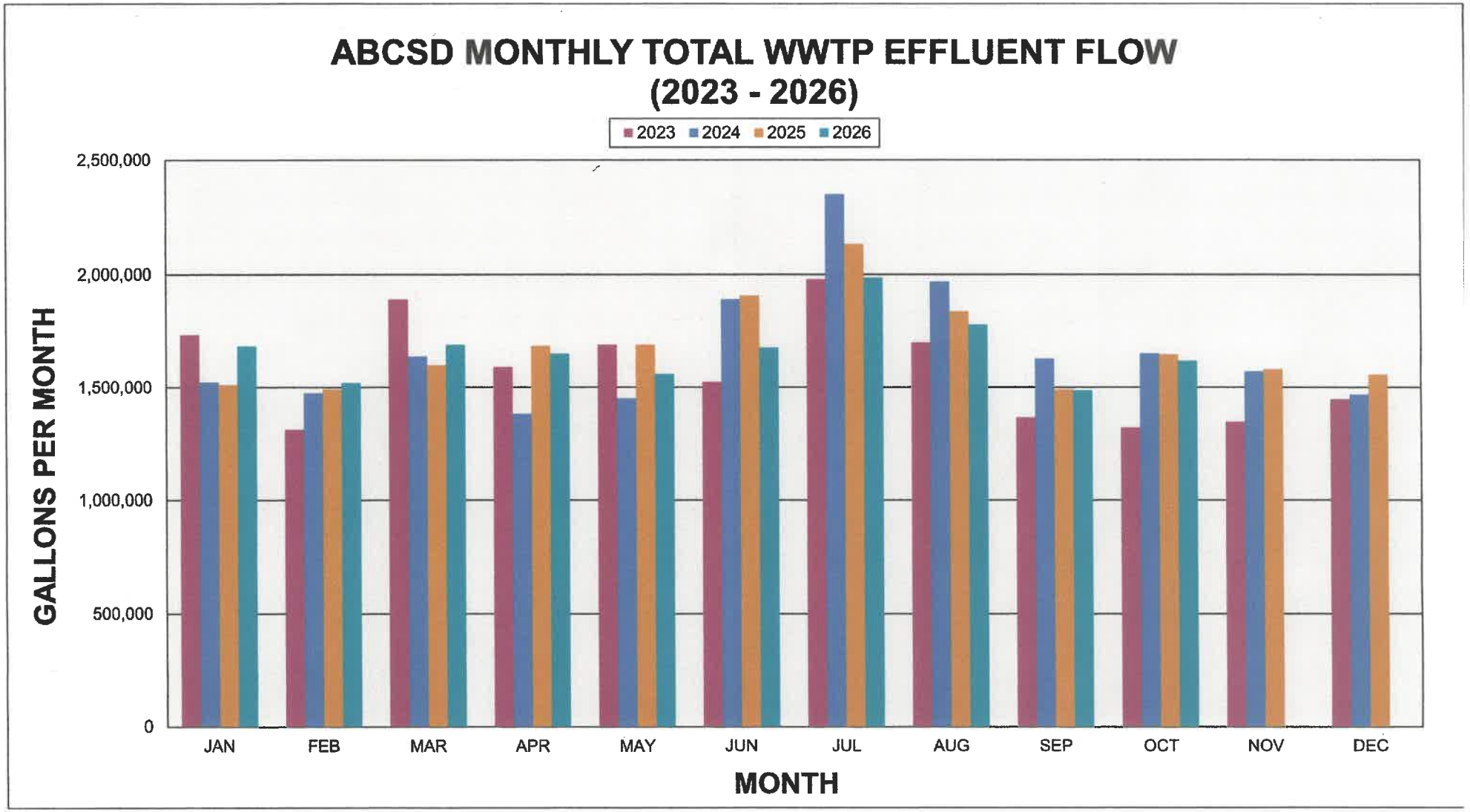
Month: OCTOBER 2026

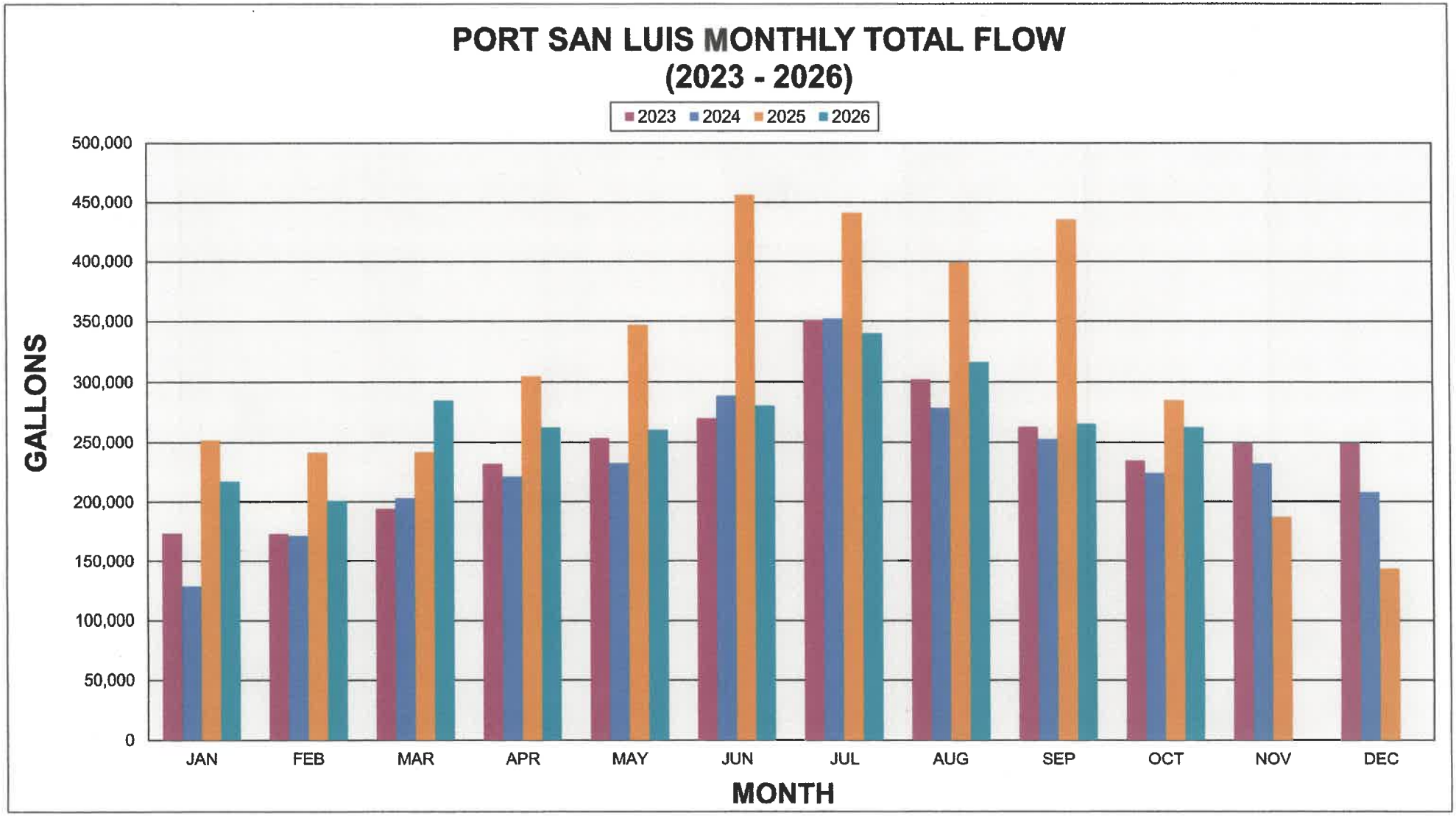
Process Sampling

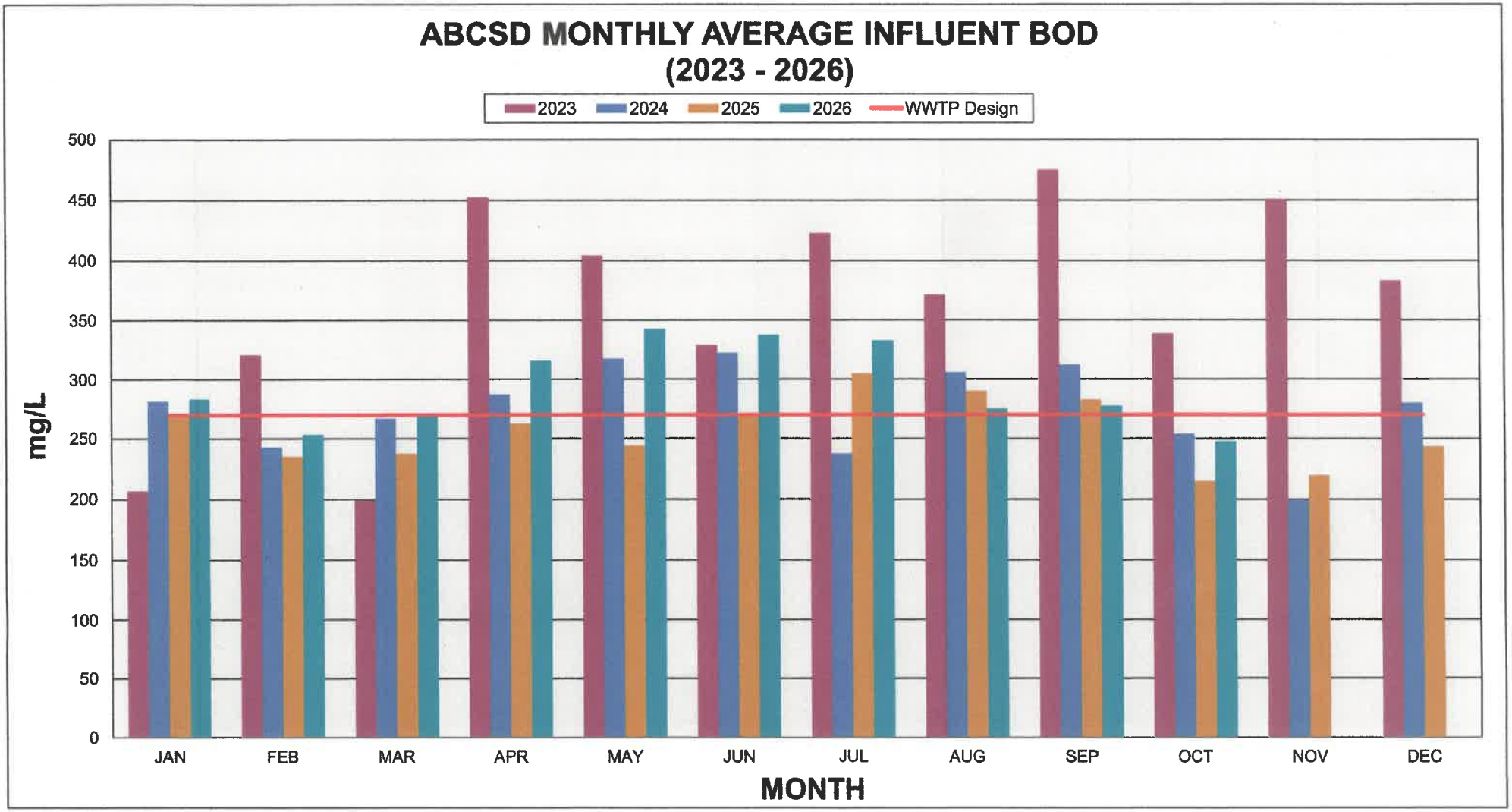
Parameter (mg/L)	MBR Influent (24HC)	MBR Aeration (grab)
Date	10/15/26	10/15/26
BOD (mg/L)	200	—
Total Suspended Solids (mg/L)	56	6,400
Volatile Suspended Solids (mg/L)	—	5,700

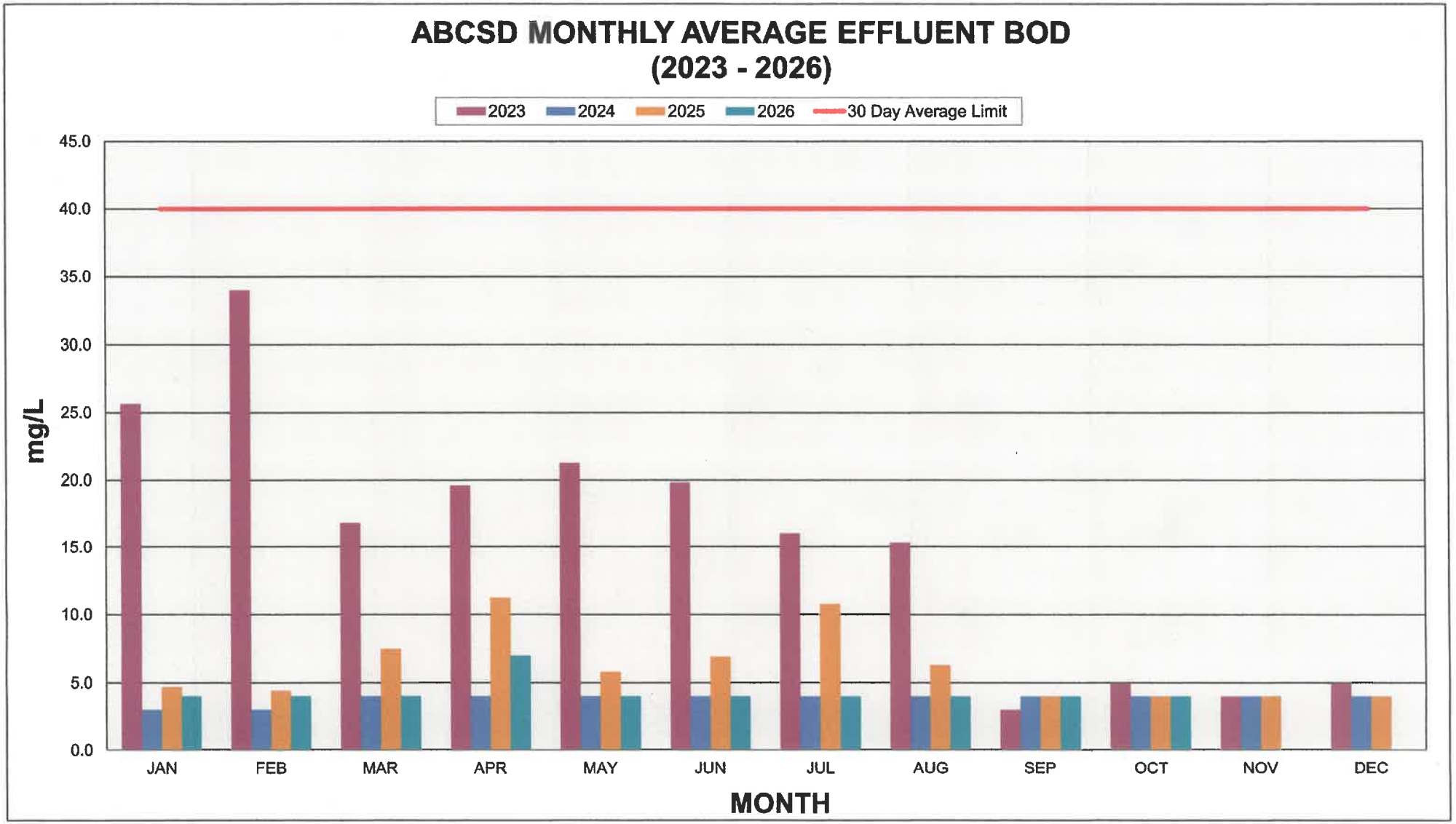
The process sampling results attached were required by the manufacturer for the first year of operation of the WWTP. Avila Beach CSD staff have elected to continue monthly process sampling beyond this requirement to monitor plant performance. The constituents/frequency may change at the discretion of Avila Beach CSD.


ABCSD AVERAGE DAILY WWTP EFFLUENT FLOW
(2023 - 2026)
2023
2024
2025
2026
80,000
70,000
60,000
50,000
40,000
30,000
20,000
10,000
0
GALLONS PER DAY
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
MONTH

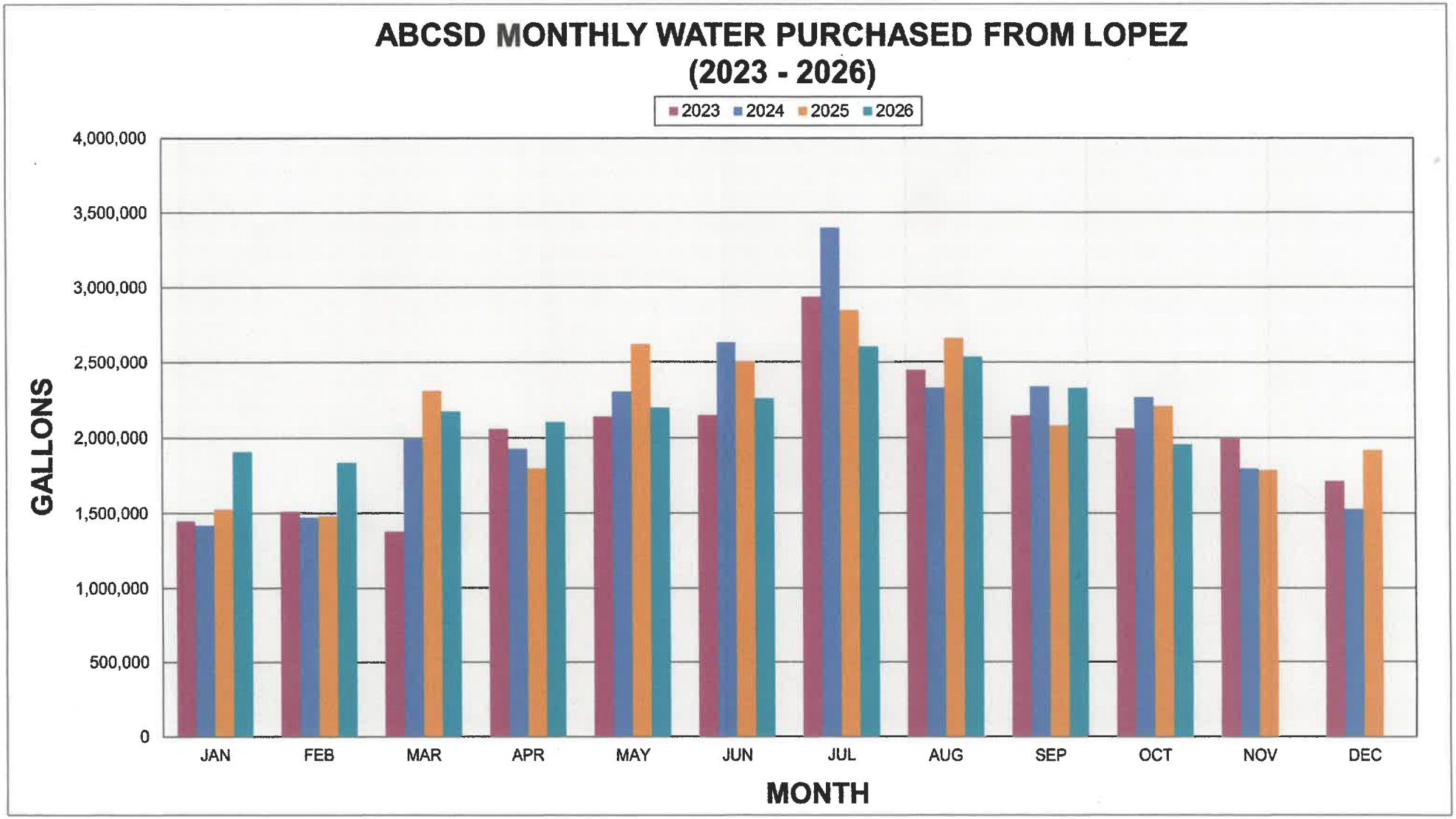

ABCSD MONTHLY TOTAL WWTP EFFLUENT FLOW
(2023 - 2026)
2023
2024
2025
2026
2,500,000
2,000,000
1,500,000
1,000,000
500,000
0
GALLONS PER MONTH
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
MONTH

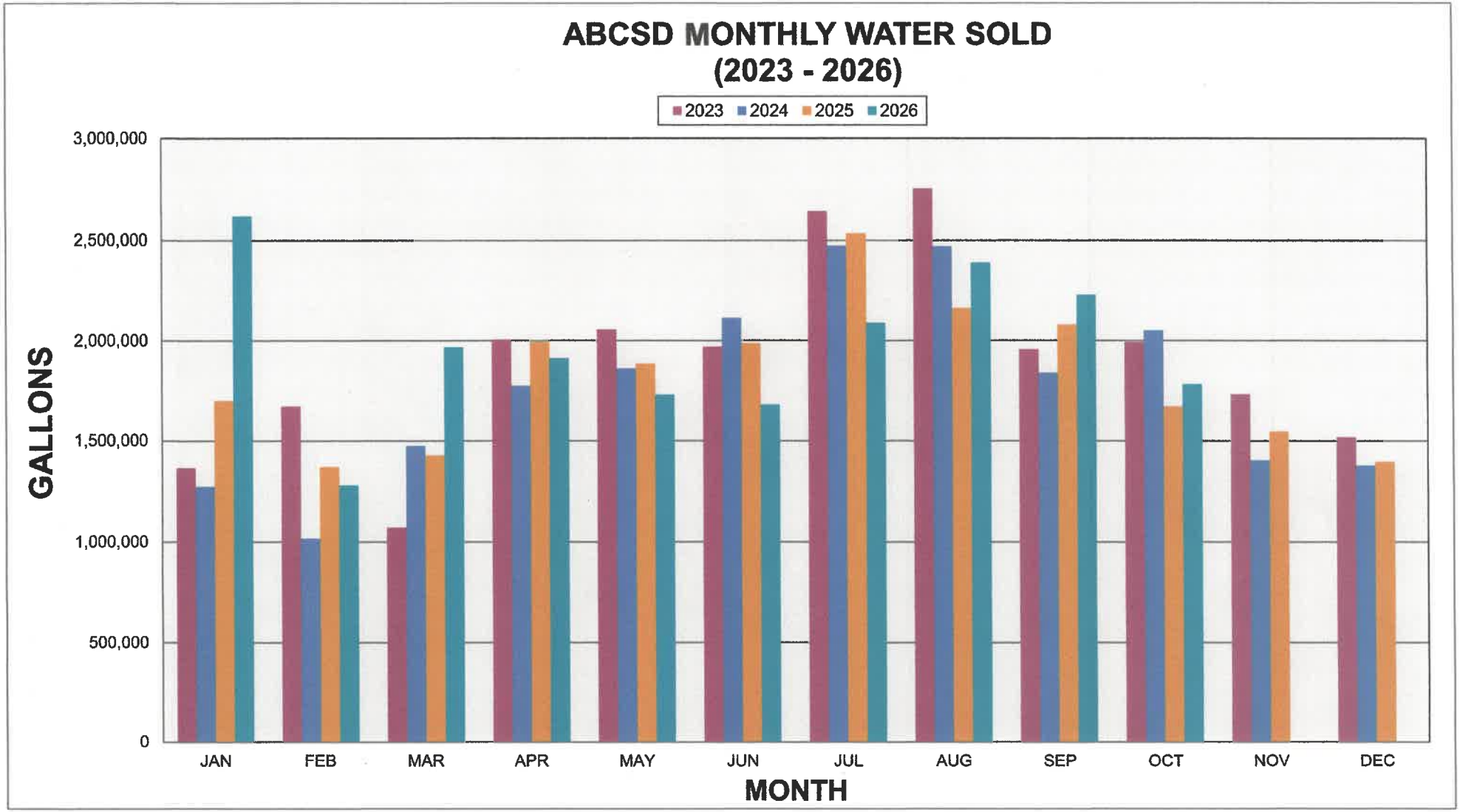

PORT SAN LUIS MONTHLY TOTAL FLOW
(2023 - 2026)
2023
2024
2025
2026
500,000
450,000
400,000
350,000
300,000
250,000
200,000
150,000
100,000
50,000
0
GALLONS
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
MONTH


ABCSD MONTHLY AVERAGE INFLUENT BOD
(2023 - 2026)
2023
2024
2025
2026
WWTP Design
500
450
400
350
300
250
200
150
100
50
0
mg/L
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
MONTH



Note: Non Detect (ND) values are represented on the graph at their reporting limit.


ABCSD MONTHLY WATER PURCHASED FROM LOPEZ
(2023 - 2026)
2023
2024
2025
2026
4,000,000
3,500,000
3,000,000
2,500,000
2,000,000
1,500,000
1,000,000
500,000
0
GALLONS
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
MONTH


ABCSD MONTHLY WATER SOLD
(2023 - 2026)
2023
2024
2025
2026
3,000,000
2,500,000
2,000,000
1,500,000
1,000,000
500,000
0
GALLONS
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
MONTH

AVILA BEACH
COMMUNITY SERVICES DISTRICT

Post Office Box 309, Avila Beach, CA. 93424

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager

DATE: November 17, 2026

ITEM 7A: Consider Awarding a Contract for Water and Wastewater Rate Study

Recommendation:

Staff recommends awarding a contract to Tuckfield and Associates for preparation of the District Water and Wastewater Rate Study

Background/Discussion:

The District's most recent Cost of Services and Rate Study was completed in late 2019 by Tuckfield and Associates. In May 2020, the Board concluded the Prop 218 Hearing process and adopted a five-year rate schedule that included a maximum increase of 3% per year water and sewer revenue increase starting in FY 2020/21. During the annual Budget approval process, the Board decided that rate increases were only warranted in three of the five years. FY 2024/25 was the last year of the five-year rate study. Staff recommended that the Board update the Cost of Services and Rate Schedule in FY 2026/27.

At staff's request, Tuckfield and Associates prepared the attached proposal to conduct a Water and Wastewater Study. Tuckfield and Associates has performed the District's last two rate studies, they have assisted with the development of the District's Reserve Policy and they have expert assistance in completing the Prop 218 rate setting process.

The scope of work includes a kick-off (via video conference) and two subsequent meetings that will include a Public Workshop/presentation of the final draft report at a regularly scheduled Board meeting and a Prop 218 public hearing during a subsequent regularly scheduled meeting. Mr. Tuckfield estimates the report preparation and rate setting process will take approximately six to seven months.

Staff is confident in the ability and professionalism of Tuckfield and Associates and recommends awarding the contract to them for preparation of the water and sewer rate study.

Proposal To:

Avila Beach Community Services District

100 San Luis Street
Avila Beach, CA 93424
(805) 595-2664

Proposal For:

Water and Wastewater Rate Study



Submitted By:

Tuckfield & Associates

Contact: Mr. Clayton Tuckfield
2549 Eastbluff Dr, #450B
Newport Beach, CA 92660
(949) 760-9454
www.tuckfieldassociates.com

FINANCIAL CONSULTING
TUCKFIELD & ASSOCIATES
MANAGEMENT CONSULTING

November 2026

Tuckfield & Associates
2549 Eastbluff Drive, Suite 450B, Newport Beach, CA 92660
Phone (949) 760-9454 Fax (949) 760-2725
Email ctuckfield@tuckfieldassociates.com

November 5, 2026

Mr. Bradley Hagemann
General Manager
Avila Beach Community Services District
100 San Luis Street
Avila Beach, CA 93424

Dear Mr. Hagemann:

I am pleased to submit this proposal to provide consulting services for a Water and Wastewater Rate Study for the Avila Beach Community Services District (District). Over the last 40 years, I have conducted numerous water and wastewater rate studies in California as well as previous experience conducting studies nationally. This depth of experience will benefit the District throughout the performance of this study and lead to rate structures and rates that are specifically suited to the District.

Our rate study for the District will determine the appropriate water and wastewater rates that are equitable and defensible; meet the requirements of Proposition 218; and funds annual operating expense, capital spending, and debt service.

The scope of work provided herein addresses the District's request for a water and wastewater rate study. The study will accomplish the following objectives.

- Revenue sufficiency to fund operating and capital needs
- Appropriate levels of operating, capital, and emergency reserves
- Cost of service following appropriate standards, regulations, and guidelines
- Rates that are consistent with industry practice
- Ease of understanding and administration

Tuckfield & Associates consulting is a local firm with extensive experience in California, specializing in rate studies and capacity charge studies. Mr. Tuckfield is the President and Principal Consultant for Tuckfield & Associates and routinely conducts rate and capacity charge studies as the sole consultant, having completed such studies in this manner for many clients, including those whose populations have exceeded 100,000. Recent clients include the City of Buena Park, City of Loma Linda, City of Arroyo Grande, City of Pismo Beach, City of Grover Beach, City of Atascadero, Nipomo CSD, and Mission Hills CSD. Additional experience is provided in the Experience section of this proposal.

I will be professionally responsible for conducting the study and will provide hands-on work effort. This will allow me to develop an intimate knowledge of the District's water and wastewater system which will be beneficial when attending meetings and presenting results and findings. All rates and fees will be developed in accordance with the American Water Works Association (AWWA) for water utilities and Water Environment Federation (WEF) for wastewater utilities as well as California State law.

I have the qualifications, experience, and capabilities to provide the services desired by the District. I have conducted successful studies for large agencies in California with a focus on smaller cities and special districts.

I look forward to working with District on this project. Should the District need any additional information, please contact me at 949-760-9454, at my email address ctuckfield@tuckfieldassociates.com, or at the address below.

Very Truly Yours,

TUCKFIELD & ASSOCIATES



G. Clayton Tuckfield
Principal Consultant
2549 Eastbluff Dr, #450B
Newport Beach, CA 92660

Table of Contents

Page

1

Project Understanding

1

Project Approach

3

Firm Qualifications

4

Project Personnel

5

Experience

7

Scope of Work

9

Schedule

10

Cost Proposal

Appendix A..... Resume

Proposal for Water and Wastewater Rate Study

Avila Beach Community Services District

Project Understanding

The Avila Beach Community Services District (District) desires to engage the services of a rate consultant to design water and wastewater rates that generate the necessary revenue to fund operations and capital requirements of its water and wastewater enterprises. The primary focus will be to assist the utilities to attain a high degree of financial sustainability through fully understanding the District's goals and objectives, providing accurate data analysis, and design of fair and equitable rates that provide cost recovery.

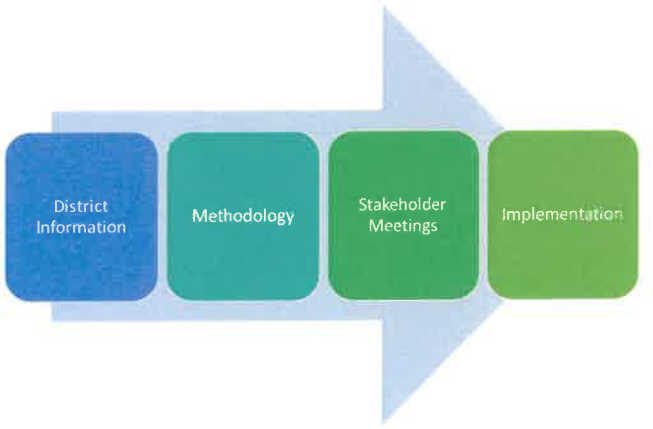
Specifically, the District desires to assess the revenue sufficiency of the current revenue stream, recommend operating and capital reserve targets, evaluate the current water and wastewater rate structure and rates in relation to the true cost of service, and asses the equity of the recommended rates in relation to the types of property ownership and service requirements.

The approach, more fully discussed below, is to acquire, model, and analyze information to understand customer water consumption, wastewater flows, and operating and financial activities along with District policy and direction provided by staff and the District Board of Directors. Initially, a client-specific financial model will be developed as a tool to analyze financial opportunities and forecast results.

Project Approach

Successful studies are achieved by clearly defining roles, responsibilities, objectives, goals, and milestone dates to efficiently move the project through the appropriate steps. Through these clear definitions, we will be focused on the study objectives and goals when developing the long-range financial and capital plans and utility rates.

The rates and charges for the District will be designed recognizing the American Water Works Association (AWWA) methodology provided in their Manual M1 and the Water Environment Federation (WEF) methodology from their Manual of Practice No. 27. These methodologies represent industry practice for the development of cost-of-service rates and charges, based upon the demands placed on the facilities by various users.



We propose to conduct the study in a collaborative manner to facilitate completion, which will allow District ample time to review and implement any suggested changes.

The basic method includes identifying or creating different types of user classifications, allocating annual utility costs to cost-causative components, distributing costs to customer groups based on customer class use characteristics, and design of a rate structure and charges that will recover allocated costs from each customer group. The methods proposed for this study are briefly described below.

Water Rate Structure and Rates

Following AWWA Manual M1, annual costs of the water system will be summarized into functional cost categories

to the extent possible based on the District's cost accounting structure. Such functional cost categories may consist of source of supply, pumping, treatment, storage, transmission, distribution, meters and services, customer billing and collecting, and fire protection. These costs are then allocated to water cost components based on the design of facilities or may be directly assigned to cost components because of its function. Such cost components include Base, Peaking, Meters and Services, Customer Billing and Collecting, and Fire Protection. Base costs are further separated into costs by each water supply source.

An example cost-of-service rate structure strategy may include recovering Peaking costs, Meters and Services Costs, and Customer Billing and Collecting costs from a schedule of fixed charges designed based on the size of the meter installed at the customer's premises. Base costs, including various water supply costs, would be recovered through a variable rate structure.

The design of the variable rate structure and rates may be established as rate tiers that recover Base costs, and possibly Peaking costs. For a residential rate structure, the tier break points may be established as water use targets for indoor and outdoor water efficient use following guidelines of the state of California "Making Conservation a California Way of Life" final report dated April 2017. This has been followed by recent legislation including SB 606, AB 1668, and AB 2180 as well as statutes supporting tiered rates (Gov Code 53750.6 and Water Code 366(b)(1).

Wastewater Rate Structure and Rates

The approach to wastewater rate design follows a similar process as described for the water system but following WEF Manual of Practice No. 27 for wastewater systems. Annual costs of the wastewater system are summarized into functional cost categories based on the District's accounting structure. Such functional cost categories may consist of collection, pumping, treatment, and disposal. These costs are then allocated to wastewater cost components based on the design of wastewater facilities. Cost components commonly include Volume (wastewater flow), Bio-chemical Oxygen Demand (BOD), Suspended Solids (SS), and Customer costs. If some facilities are identified and designed based on capacity, a Capacity cost component may be included.

Allocated costs by cost component are distributed to customer classification based on how each group uses the wastewater system. The use, or units of service, consist of flow (mgd), BOD (lbs), SS (lbs), and Customer (bills). Wastewater rates are then established to recover the costs distributed to each customer classification.

For the residential classification, costs may be recovered through a few well-known structures. These include (1) fixed charges applicable to all residential customers, (2) an Equivalent Dwelling Unit (EDU) fixed charge designed for SFR, MFR, Condo, MHP, etc. and (3) a fixed charge that recovers Customer and possibly Capacity costs, and a variable charge that recovers flow, BOD, and SS costs based on water consumption read through the meter. A variant of the variable charge is to cap the residential water consumption at a certain use level which assumes that any consumption over that is being used for outdoor purposes.

Commercial wastewater rates commonly have a fixed charge and a variable charge as most of the water use of this class returns to the sewer. The structure could be improved by having all non-residential customers install irrigation meters to separate indoor uses from outdoor uses.

Firm Qualifications

Tuckfield & Associates was founded in 1999 to provide quality consulting services to publicly-owned utilities to sustain their systems on sound rate-making principles.

The firm was founded by Mr. Clayton Tuckfield PE MBA who has over 40 years of experience conducting rate studies and capacity charge studies. Now in its 26th year, the firm has provided innovative and time-tested strategies founded on industry practice for implementing rates and charges. Tuckfield & Associates is a local firm located in Newport Beach and the performance of this project will be completed at this site.

Prior to the firm's founding, Mr. Tuckfield served Black & Veatch Corporation for 15 years in their Management Consulting Division. Mr. Tuckfield has worked with numerous cities and special districts in California and has authored papers and articles for AWWA (American Water Works Association) and California Special Districts Association (CSDA) and has conducted a webinar for CSDA regarding financing projects with USDA funding.

Advantages

Tuckfield & Associates offers several unique advantages that will satisfy the District's expectations for the successful implementation of proposed rate structures and rates. These include the following:



Experience. Having performed numerous rate and capacity charge studies concentrated in California, with additional studies conducted nationally, the firm is able to provide a depth of experience to draw upon for this study, using knowledge of methods and alternative rate structures that will be of benefit to the District. The District can be assured that quality services will be provided through our extensive experience and from our client references themselves.



California Regulatory Requirements. Tuckfield & Associates has experience with the California regulatory environment which will be beneficial to the District for the best outcome. Recent State legislation includes SB 606 and AB 1668, Proposition 218, AB3030, the state's 20x2020 plan and these have been addressed in previous studies.



Communication. A critical aspect of this study is the need to communicate results to the public. Communicating the reasons for the rate increases and the impact to customers is imperative to acceptance by the public and a successful rate implementation.



Personalized Service. Mr. Tuckfield works in a collaborative manner with his clients, providing consulting services in a professional and transparent manner with easy explanation of study results. **Our collaborative service creates professional relationships that have spanned a decade for some clients.**

Project Personnel

Clayton Tuckfield, PE MBA– Project Consultant

Mr. Tuckfield will serve as the project consultant for the study and will be the primary contact with District. He will be responsible for project administration, daily performance of the project, providing all deliverables, attending and/or presenting at all meetings, and will produce key elements of the study.

Mr. Tuckfield routinely conducts rate and capacity charge studies as the sole consultant and has completed such studies in this manner for many clients, even for those whose populations have exceeded 100,000. Mr. Tuckfield is an expert in utility financial planning, cost of service, rate structures, and utility management and is a professional dedicated to maintaining high financial and engineering standards.



Clayton Tuckfield, Principal

Summary

- 40 years of experience
- Over 100 rate studies
- Public Agency Specialization
- Tested Strategies
- Project Management

Project Responsibilities

- Project Consultant
- Financial Plan, Cost of Service, and Rate Design
- Public Meeting Presentations

Mr. Tuckfield has over 40 years of experience and has professionally performed over 100 utility cost of service and rate studies and many other financial feasibility studies. He has performed studies for numerous communities in California ranging from the cities of Long Beach, Buena Park, Ventura, Santa Barbara, Fullerton, Loma Linda, Arroyo Grande, Grover Beach, Pismo Beach, Oakdale, and Firebaugh to special districts including Santa Ynez CSD, Nipomo CSD, Mission Hills CSD, Keyes CSD, Hilmar CWD, Delhi CSD, Seeley CWD, and many others.

Mr. Tuckfield has an engineering degree and a master's degree in business administration. He has prepared presentations and technical papers for trade organizations that include the American Water Works Association's annual meeting, American Society of Civil Engineers, Arizona Finance Officers Association, and has authored a section of a webinar for the California Special Districts Association (CSDA) as well as a professional submission for CSDA's bi-monthly magazine. A resume for Mr. Tuckfield is provided in **Appendix A** of this proposal.

Visit www.tuckfieldassociates.com to learn more about Tuckfield & Associates.

Experience

Mr. Tuckfield has been providing rate consulting services for over 40 years with about 15 years working with an international consulting firm and about 25 years with Tuckfield & Associates. Listed below are representative engagements and references for studies delivered by Tuckfield & Associates. These recent and successful municipal utility financial plans and rate studies are a sample of the work provided to California communities. The studies have been prepared in conformance with Proposition 218 and all studies use the cost of service and allocation methods described in the AWWA Manual M1 for water utilities and WEF Manual of Practice No. 27 for wastewater utilities.

City of Arroyo Grande, California

Water, Wastewater, and Storm Water Rate Study

Reference: Hailie Hix, Utilities Manager, 805-473-5464, hhix@arroyogrande.org

Tuckfield & Associates completed a water and wastewater rate study for the City of Arroyo Grande which was presented to City Council in January of 2022 and engaged again in 2026. The 2022 study initially included water, wastewater, and storm water enterprises, however, was reduced to water and wastewater based on legal issues related to storm water rate implementation.

Tuckfield & Associates developed financial plans, cost of service, and rates for water and wastewater service. The water enterprise analyses included developing rates with and without the Central Coast Blue Project. A tiered water rate structure was developed for residential customers while accounting for commercial and irrigation customers as separate classes. Wastewater rates were developed that included a volumetric rate that accounted for wastewater contributed volume of single-family residential, multifamily, and commercial classifications. Wastewater treatment service is provided by the South San Luis Obispo County Sanitation District as fixed charges to the city's customers.

City of Pismo Beach, California

Water and Wastewater Rate Study

Reference: Ms. Nadia Feeser, Admin Services Director, 805-773-7010, nfeeser@pismobeach.org

Tuckfield & Associates completed a comprehensive water and wastewater rate study for the City of Pismo Beach in August 2023 and was engaged again in 2026. Mr. Tuckfield also completed rate studies for the City in 2007, 2013, and in 2019. The current study reviewed and updated the water rate structure to comply with recent legislation and court decisions regarding tiered water rate structures. The study also updated the wastewater rates.

The 2007 study accounted for all financial aspects of the water and wastewater rates, including each water supply source, utility debt and assessment debt, and various sub-funds of the utilities. The study included financial planning, cost of service, and rate structures for both water and wastewater. The 2007 study results were adopted by city council.

The 2013 study addressed the city's 2010 Urban Water Management Plan finding that the city needed to reduce its per capita water consumption annually to comply with SB x7-7 as well as plan for significant replacement of infrastructure. One of the water rate structures proposed included a four-block rate structure to promote conservation. Wastewater rates were developed following the WEF and SWRCB guidelines as the City has several loans through the SRF program. Both the water and wastewater proposed rates were adopted by the City Council.

City of Atascadero, California

Wastewater Rate Study

Reference: Nick DeBar, Manager, 805-473-5000, ndebar@atascadero.org

Tuckfield & Associates completed a wastewater rate study for the City of Atascadero in 2019 and in 2025. The studies scope of work included preparing several financial plan scenarios to demonstrate the impact of the newly developed CIP list on revenues by showing revenues necessary to meet O&M, O&M with replacement, and O&M with replacement and debt financing of the CIP. Discussions with staff indicated that some of the CIP may need to be delayed to future years. Alternatives were provided for the financial plan that maintained cash balances at policy target levels while meeting O&M escalation, future debt service, and annual repair and replacement expenditures. The study reviewed billing system customer classifications and developed charges for service based on EDUs for existing and several new types of wastewater service. The wastewater rates were adopted by City Council.

Nipomo Community Services District, California

Water and Wastewater Rate Study

Reference: Mario Iglesias, General Manager, 805-929-1133, miglesias@ncsd.ca.gov

Mr. Tuckfield completed water rate studies for the District in 2011, 2014, 2017, 2020, and 2025. The initial study addressed the District's need to acquire supplemental water from the City of Santa Maria. Because of recent legal actions to adjudicate the greater Santa Maria groundwater basin, the District entered into an MOU to contract for 3,000 ac-ft of supplemental water from Santa Maria. In the 2010 study, Mr. Tuckfield assisted the District with evaluating several financial planning scenarios and rates regarding the financing and implementation of the supplemental water project. Rates were ultimately established to cover O&M and capital, without the project, to allow the District to meet its on-going obligations while the District pursued establishing an assessment district to finance the project. Rates from the 2010, 2014, 2017, 2020, and 2025 studies were adopted by the Board of Directors.

Tuckfield & Associates conducted a Wastewater Rate Study for the District in 2021 and again in 2025. The study included preparing a long-range financial plan that included reserve targets, debt coverage ratios, and funding of CIP. Wastewater rates were developed following cost of service principles from the WEF manual of practice. Wastewater rates were passed in a Proposition 218 public hearing in November 2015 and updated with a wastewater rate study in April 2021.

City of Buena Park, California

Water ans Wastewater Rate Study

Reference: Mina Mikhael, Operations Manager, 714-562-3705, MMikhael@buenapark.com

Tuckfield & Associates completed a water financial plan and rate study for the City of Buena Park in 2016 and performed the City's first wastewater rate study in 2021. The scope of work included separating the water fund into two separate Water and Wastewater Funds, collaborating with staff to identify water and wastewater capital projects separately, developing reserve policies, and designing individual water and wastewater rates which were presented to City staff during multiple meetings. The 2016 water rate study included (1) preparing a long-range financial plan that includes assessment of current revenues to meet the current and future obligations of the water fund, establishing operating and capital reserve policies, and incorporating financing of the proposed capital improvement program (CIP) spending plan and (2) design of an appropriate rate structure that complies with Proposition 218. Three financial plan alternatives were prepared and discussed with City Staff that funded the same CIP but with various combinations of cash, bond financing, and annual revenue increases. The cost of service and rate portion of the study included a review and justification of the City's current rate structure and rates and preparing two tiered rate structure alternatives. The rate structures addressed the recent San Juan Capistrano court decision regarding conservation rates by preparing a new tiered rate structure to replace the current conservation rate structure while also developing a uniform volume rate structure for all customers.

Scope of Work

Based on our understanding of the District's needs, the following tasks describe our proposed scope of work to complete the Water and Wastewater Rate Study. While the tasks listed below are consecutive, elements of certain tasks may be conducted concurrently with other tasks.

Task 1 – Initial Meeting/Data Collection

The focus of this initial meeting with District Staff will be to define goals and objectives for the study and explore the issues generated by District Staff. The meeting serves as an important first step in assuring that all key members develop a clear understanding of the study elements and data required. Prior to the meeting, a request will be submitted to the District for information to be gathered by District Staff.

Meeting: **One (1) video meeting**
Deliverables: **Request for Information**

Task 2 – Long Range Financial Planning

The objective of this task is to develop ten-year financial plans for the water and wastewater enterprises that project the revenue and revenue requirements for the study period. This task requires an assessment of the sufficiency of revenues based on the existing rates and fee schedules, the District's ability to meet projected revenue requirements, and the determination of the level of any revenue adjustments required with any additional financing requirements.

Task 3 – Cost of Service Analyses

The cost of service phase of the study will focus on allocation of costs (revenue requirements) to customer classifications based on cost causative methodologies. The cost allocations will be developed using standards and methodologies from the AWWA, WEF, and best management practices. The cost of service analysis part of the study provides the defensibility for the selected rate structures and rates, providing compliance with Proposition 218.

Task 3.1: Analyze Customer Usage Patterns and Recommend Customer Classifications

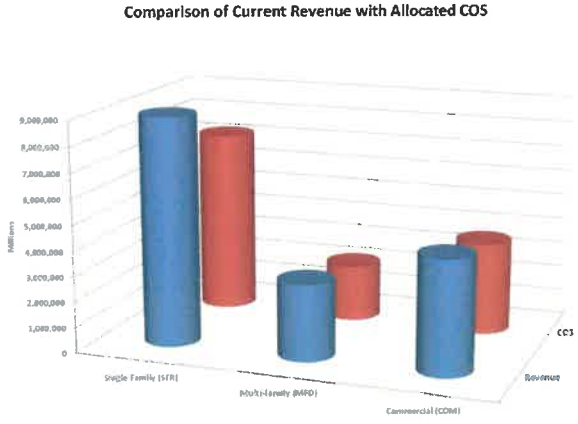
Historical billing summaries that were summarized in Task 2.2 will be reviewed and analyzed by customer classification to determine water consumption, estimate wastewater discharge volumes, and establish user characteristics.

Task 3.2: Allocate Costs to Functional Cost Components

The annual revenue requirements will be allocated to functional cost components following standards in the AWWA and WEF manuals of practice. Allocations of operation and maintenance expenses will be allocated separately from capital requirements of the system.

Task 3.3: Distribute Functional Costs to Customer Classifications

Costs that have been allocated to functional cost components are distributed to the various customer classifications based on their responsibility for the service provided. Responsibility is established from the units of service (such as HCF, HCF/day, and number of customers) applicable to each functional cost component. Unit costs are developed which are then applied back to the units of



The equity of the current rate structure and rates is assessed through a comparison of current revenue with the allocated Cost of Service.

service by customer class, which determines each customer classification's cost responsibility.

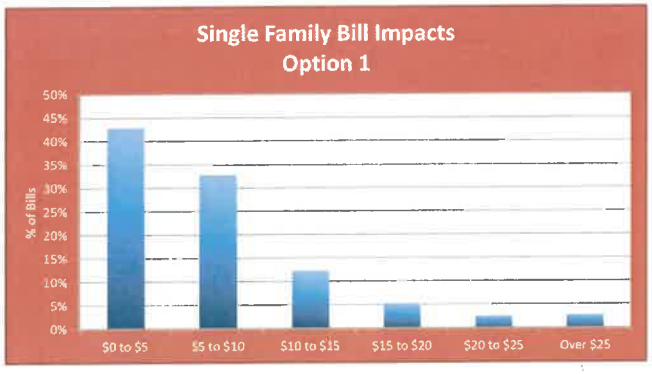
Task 4 – Rate Structure Analysis and Rate Design

The rate structures that are selected for each utility should be responsive to the needs and philosophy of both the utility and its customers. The selected rate structures are a blend of what may be several competing objectives to accomplish the overall goals desired by the utility and general public. Through discussion with District staff, our evaluations of the existing rate structures and design of new rate structures will meet the expectations of the utility and public.

The current rate schedules will be evaluated to validate their applicability for District's cost structure and customer base. Alternative rate structures will be analyzed to meet the goals and objectives of the District while enhancing the fairness and equitability among the users. It is intended that the recommended rate structure will result in revenue stability, will be easy to administer and understand, and comply with industry practices such as the AWWA, WEF, and federal, state, and local regulations for rate setting in California.

Single Family (SFR) (with 5/8 inch and 3/4 inch meters)

Description	Use (Kgal)	Current Bill	Proposed Bill	Percent Change
Very Low	10	$42.76	$44.88	5.0%
Low	20	$62.36	$65.45	5.0%
Median	16	$54.52	$57.23	5.0%
Average	22	$67.58	$69.57	2.9%
High	40	$126.26	$131.16	3.9%
Very High	50	$158.86	$165.38	4.1%



The impacts to customer bills can be identified for each rate structure alternative prior to implementation.

The impact to customer bills is an important aspect of any rate change. The financial impacts to customers that results between the existing and alternative rate structure will be determined and a series of tables and figures will be created that show projected rate impacts on different types of customers at various levels of usage.

Rate schedules will be gathered from other local communities for the purpose of calculating typical bills at various levels of water and wastewater volume. The number of communities chosen for analysis will be agreed upon with the District. Example bills will be developed using the proposed rate structure and compared with typical bills of the other communities at the same volumes.

Task 5 – District Board Workshop

The preliminary results of the Study's findings and recommendations will be presented to the District Board of Directors in a PowerPoint presentation format. The presentation is for review, discussion, and comment of the assumptions, financial plan, the selected rate structure, and bill impacts.

Meeting: One (1) on-site meeting
Deliverables: Presentation materials for Staff Meeting

Task 6 – Draft Report Preparation

A Draft Report will be prepared that includes forward looking financial plans, cost allocations, and proposed rates. The Draft Report will include an executive summary highlighting the key issues, assumptions, and findings and recommendations. Sections will be included that discuss the financial plans, cost allocation methodologies, design of the proposed rate structures and rates, and rate comparisons.

Comments received will be incorporated into a Draft Final Report for submission to the District. The Draft Final Report will discuss the financial plan, the alternatives reviewed, the cost of service analyses, the rate structures analyzed, the selected rate structure, and bill impacts.

Task 7 – Final Report

Comments received from the District staff and the Board workshop will be incorporated into a Final Report for submission to the District. The Final Report will be submitted for adoption at a regular District Board meeting. At this meeting, it is expected that District Board will adopt the rate study and rates and direct District Staff to prepare the Proposition 218 Notices.

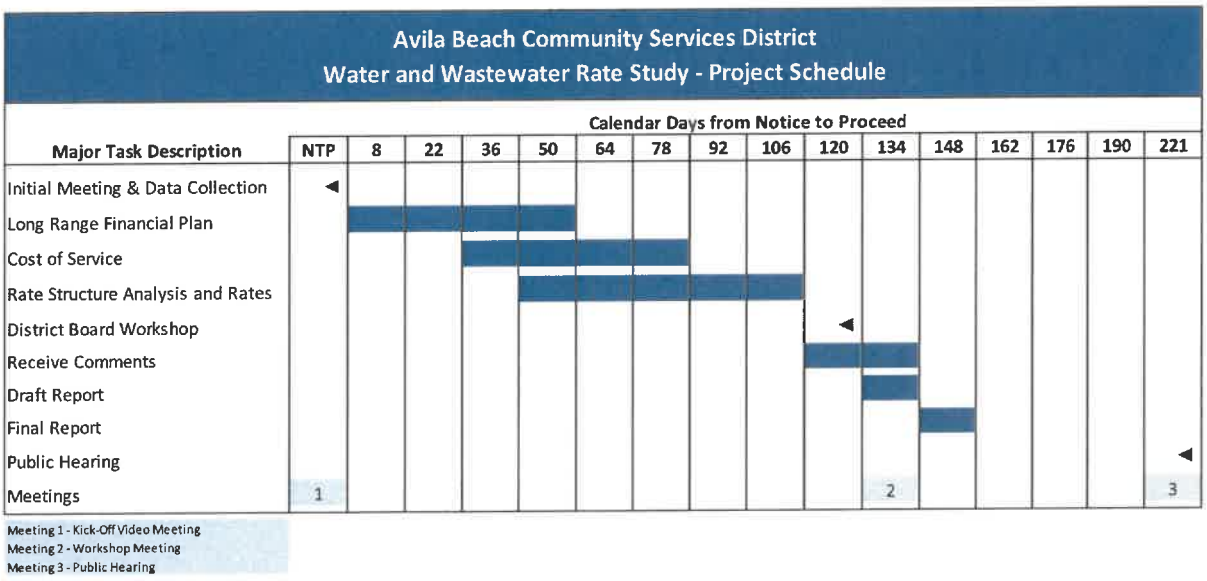
Task 8 – Proposition 218 Public Hearing

Tuckfield & Associates will assist in drafting the Proposition 218 notice and attend and present the Final Report at the Proposition 218 Public Hearing for the adoption of the new rates. To comply with Proposition 218, the notices must be sent to all property owners/customers at least 45 days prior to the Public Hearing.

Meeting: **One (1) on-site Public Heating meeting**

Schedule

Tuckfield & Associates has a strong track record of meeting client schedules. Our experience in performing rate studies enables us to meet the District's goals in a timely and efficient manner. A suggested time-line schedule is presented below in a graphical format showing key milestone and target dates.



The schedule is approximate based on timely receipt of information and acceptance of the study by the District and public. The study schedule begins with Notice to Proceed (NTP) shown in the graphic and is the same date as the initial meeting and data collection. The timeline can be adjusted to meet the District's specific needs.

Cost Proposal

Tuckfield & Associates provides studies with competitive pricing and billing rates. We propose to accomplish the tasks described in our scope of work section for a cost not-to-exceed estimate of $29,900. The cost estimate is based on the standard hourly billing rates above and the number of hours estimated to complete each task. Direct expenses will be billed at cost and will include expenses related to travel, lodging, mileage, meals, long distance telephone, printing and binding, and other direct costs. Additional meetings can be provided as requested by the District at our standard hourly billing rates including direct expenses related to the meetings as shown below. A cost proposal is provided below.

Avila Beach Community Services District

Water and Wastewater Rate Study - Detailed Cost Breakdown

Major Task Description	Number of Meetings		Hours	
	Tele-conferen	On-site Meeting	Clayton Tuckfield	Total Budget
Hourly Rate			$195	
Task 1: Initial Meeting & Data Collection	1		2	$390
Task 2: Long Range Financial Plans				
Task 2.1: Review Financial Info, Policy & Practice			4	$780
Task 2.2: Review and Summarize Billing Info			12	$2,340
Task 2.3: Develop Long Range Financial Plans			25	$4,875
Task 3: Cost of Service Analyses				
Task 3.1: Analyze Customer Usage Patterns & Classes			12	$2,340
Task 3.2: Allocate Costs to Cost Components			14	$2,730
Task 3.3: Distribute Costs to Customer Class			10	$1,950
Task 4: Rate Analysis and Design				
Task 4.1: Evaluate Rate Structures & Calc Rates			18	$3,510
Task 4.2: Determine Bill Impacts			10	$1,950
Task 4.3: Bill Comparison with Other Communities			4	$780
Task 5: Board Workshop		1	8	$1,560
Task 6: Draft Final Report Preparation			16	$3,120
Task 7: Final Report Preparation			6	$1,170
Task 8: Proposition 218 Public Hearing		1	4	$780
Total	**1**	**2**	**145**	**$28,275**
Other Direct Costs (ODCs): Travel, Mileage & Printing:				**$1,625**
Total Study Cost:				**$29,900**

Appendix A

Resume

A resume for Mr. Clayton Tuckfield is provided in Appendix A.

Clayton Tuckfield, PE MBA

Principal, Tuckfield & Associates Consulting

Education

M.B.A. – Finance, University of Kansas, Lawrence, KS, 1985

B.S. – Mechanical Engineering, Kansas State University, 1980

Registration

Professional Engineer: Kansas

Years of Experience

37

Presentations

CSDA 2011 Nov/Dec Magazine

CSDA 2011 Rate Webinar

AWWA Annual Conference and Exposition Toronto, Canada

ASCE, Phoenix, AZ

AFOA, Phoenix, AZ

Mr. Tuckfield is the Principal of Tuckfield & Associates consulting. He has over 40 years of experience serving in various capacities on work performed for publicly owned water and wastewater utilities. Mr. Tuckfield has performed a variety of financial feasibility and economic analyses studies including utility cost of service and rate design studies, impact fee studies, development of pro forma statements of revenue and operating expense, cash flow analyses, preparation of engineer's reports for revenue bond official statements, valuations of facilities use plans, preparation of alternative financing plans for capital improvement programs, and development of training material for presentation to international interest groups.

Mr. Tuckfield has conducted or managed over 100 water and wastewater rate studies for various cities and special districts in California and nationwide. Clients have included the cities of Long Beach, Ventura, Buena Park, Fullerton, and Loma Linda and special districts including Nipomo CSD, Heritage Ranch CSD, Templeton CSD, Keyes CSD, Hilmar CWD, and many other clients.

Water and Wastewater Utility Rate Studies, City of San Buenaventura, Ventura, California. Mr. Tuckfield has performed rate study updates almost on an annual basis for the City from 1990 through 2010. In the most recent study, Mr. Tuckfield worked with City Staff to expand the study period to 10 years, develop various cash flow scenarios for alternative CIP plans, expand water customer classifications to reflect actual operations, developed analyses regarding the City's outside rate differential, and presented draft results to City Staff. He has also prepared information for City Staff's use for conducting internal meetings on an as needed basis.

Water and Wastewater Cost of Service and Rate Study, Long Beach, California. Mr. Tuckfield was responsible for cost of service and rates for the water and wastewater utilities for the City. The project work included development of utility rates to promote water conservation and to allow easy implementation and acceptance. The work effort also included development of computer models to enable the Department to annually review utility rates. The project included working closely with a departmental task force to develop alternative rate structure for eventual implementation.

Wastewater Rate Study, City of Santa Barbara, California. Working as a sub consultant to a large regional consulting firm, Mr. Tuckfield performed a wastewater rate study for the City that involved developing a revenue plan, allocating costs, and designing several rate structures that included fixed and variable components. The revenue plan review noted a low cash reserve level because the City had included other assets into its beginning fund balance. The study identified necessary rate increases that were adopted by City Council. Justification of the current cost allocations was also performed.

Clayton Tuckfield, PE MBA

Principal, Tuckfield & Associates Consulting

Water Utility Rate Study, City of Fullerton, California. Working with a City organized task force, this study included a detailed analysis of the City's Water Fund. Mr. Tuckfield developed pro forma revenue, revenue requirements, and cash flows including review of the water utility program costs for reasonableness, which resulted in a recommendation to reallocate some of the utility overheads. Costs were compared to other local cities including various operational ratios and franchise fees. The task force accepted the recommendations including cash flow, cost of service allocations and rate design. The proposed utility rates were adopted by the City Council.

Representative Water and Wastewater Rate Studies

- City of Avondale, AZ
- City Arroyo Grande, CA
- City of Battle Creek, MI
- City of Brawley, CA
- City of Buena Park, CA
- City of Charleston, SC
- City of Chesapeake, VA
- City of El Monte, CA
- City of Fayetteville, AR
- City of Firebaugh, CA
- City of Flagstaff, AZ
- City of Florence, AZ
- City of Fullerton, CA
- City of Georgetown, TX
- City of Grover Beach, CA
- City of Homestead, FL
- City of Imperial Beach, CA
- City of Imperial, CA
- City of Kalamazoo, MI
- City of Loma Linda, CA
- City of Long Beach, CA
- City of Modesto, CA
- City of Oakdale, CA
- City of Orange Cove, AZ
- City of Peoria, AZ
- City of Phoenix, AZ
- City of Pismo Beach, CA
- City of Santa Cruz, CA
- Santa Barbara, CA
- City of Sioux City, IA
- City of Sioux Falls, SD
- City of Westmorland, CA
- DuPage County, IL
- Hilmar County WD, CA
- Mission Springs WD, CA
- Nipomo CSD, CA
- San Miguel CSD, CA
- Templeton CSD, CA
- Town of Cave Creek, AZ

Representative Municipal Bond Feasibility Studies

- City of Alexandria, LA
- City of Kansas City, MO
- City of Owensboro, KY
- City of Firebaugh, CA
- City of Salem, OR
- City of Tacoma, WA
- Eugene Water & Elec, OR
- City of Livingston, CA
- Litchfield Park, AZ
- Memphis Gas, Water, TN
- San Dieguito WD, CA
- City of Buena Park, CA

Other Feasibility Studies

City of Brownsville, TX	-	Electric Utility Rate Study
City of Detroit, MI	-	Organizational Study
City of Phoenix, AZ	-	Impact Fee Review
County of Maui, HI	-	Pretreatment Program
Imperial Irrigation District, CA	-	Financial Feasibility Study

Clayton Tuckfield, PE MBA

Principal, Tuckfield & Associates Consulting

Imperial Valley Task Force, CA	-	Financial Alternatives Study
MWD of Southern California, CA	-	Review of New Demand Charges
Saudi Consolidated Electric Co.	-	Electric Generation Dispatch Model
Texas A&M University, TX	-	Power Supply Alternatives Study
United Water Conservation District	-	Water Supply Pricing Model

Publications/Presentations

"Value of Rate Study in Project Finance", CSDA November/December 2011 Magazine, Sacramento, California

"Role of Rate Study with USDA Financing", CSDA Webinar, September 22, 2011, Sacramento, California

"Committee Involvement Facilitates Rate Implementation", AWWA Annual Conference and Expo, Toronto, Canada 1996

"Arizona Utility Rates", ASCE Arizona Fall Conference, Phoenix, Arizona 1997

"Utility Rate Seminar", Arizona Finance Officers Association, Spring Meeting, Flagstaff, Arizona 1998

AVILA BEACH
COMMUNITY SERVICES DISTRICT

Post Office Box 309, Avila Beach, CA. 93424

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager

DATE: November 17, 2026

ITEM 7B: Consider Awarding a Contract for Installation of a 2" Water Service

Recommendation:

Staff recommends awarding a contract to R. Baker, Inc. for installation of the 2" water service line.

Background/Discussion:

There are currently three single family residences on the San Luis Parkway that are connected to a single one-inch water service connection. The existing set-up is very old and needs to be updated. In addition, having multiple, single-family residences on one meter limits the amount of water that can be delivered to each house and causes extra work and inconsistencies with the District's water and sewer utility billing system.

Staff requested quotes from two reputable, local underground contractors that have done work in the District and for the District in the past. Both quotes were very similar in cost, KW Construction: $13,080 and R. Baker Inc. $12,000. Staff recommends the Board award the contract to R. Baker Inc. in the amount of $12,000.

Attachments:
1. R. Baker Quote
2. KW Quote

R. BAKER, INC.
PIPE LINE AND UTILITY CONSTRUCTION
Post Office Box 419
Arroyo Grande, California 93421
Contractors License No. 372751 DIR#1000004631
Phone 805-489-8711 Fax 805-489-1653
email:pat@rbakerinc.com

Date: 7/21/2026
Co: Shawn Powell: Avila Beach CSD
Re: New water service on San Luis St Pkwy

In response to your invitation to bid on the installation of underground utilities, we are pleased to make the following proposal to furnish all labor, equipment, material, and insurance for the unit prices listed below:

	WATER				
1.	1	LS	2" Water Service With 2 Service Manifold	12,000.00	
				TOTAL	12,000.00

This cost includes a 2" hot tap on the existing 6" ACP water main and installing a 2" sch 80 water service and a manifold for 2 ea - 1" water services.
We shall provide all of the material up to the meter at the AMS.
Avila CSD will provide the meter boxes and the customer service valves.
All of the asphalt that is removed for the excavation shall be replaced in kind. *

These costs are based on working regular 7 AM to 3:30 PM 5 day work weeks.

The above prices are subject to the following conditions:

1. These prices do not include any engineering, survey staking, or engineered traffic control plans.
2. These prices do not include any costs for compaction testing.
3. These prices do not include any water meters, fees or permits, or certifications of any backflow devices, if needed.
4. Pricing is based on assumption of prompt payment by Company/Client and that late payment will result in late fees as well as third party fees from vendors which will be assumed by Company/Client.
5. Payments due and unpaid under the Agreement shall bear interest at a rate of eighteen percent (18%) per annum from the date payment was due until paid. Company/Client shall also be responsible for all collection costs, damages and/or expense, including attorney fees, incured by Provider by reason of Company/Client's failure to make payments when due.
6. It is understood that you will furnish sufficient inspection to satisfy yourself that all lines and appurtenances are in the correct location and at proper grade, so that when we complete our work we will have located all items to your satisfaction. It will be assumed that this inspection has been made and those items have been installed per engineering stakes.

7. All work to be performed in accordance with the plans and specifications provided to us for bidding purposes.
8. Should any additional work develop after signing a contract, our normal mark ups would apply. This includes 15% for equipment and material, and 20% for labor.
9. **Force Majeure: If performance of this Subcontract or any obligation** under this Subcontract is prevented, restricted, or interfered with by causes beyond Subcontractor's control ("Force Majeure"), Subcontractor shall not be liable or deemed to be in default for any delay, failure, or interruption in performance under this Agreement resulting, directly or indirectly from such event.The term Force Majeure shall include, but not limited to labor shortages, material shortages and/or material price increases, project delays and/or any other issues arising out of or related to Acts of God, Covid-19, epidemics, pandemics, government lock-downs, shelter in place orders, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national and/or state emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. Subcontractor shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. Substantial Completion date shall be extended for a period reasonably equivalent to the time lost by reason of such Force Maeure event. Subcontract Price shall be adjusted if there are material price increases due to such Force Majeure event beyond Subcontractors control.
10 **This proposal is void if not accepted within 30 days.**

Thank you for the opportunity of submitting this bid. In the event our proposal is acceptable to you, please contact us and we will procure the necessary material. Additionally, if a contract is written, this proposal shall be included as an exhibit to the contract.

Sincerely,
R. Baker, Inc.
Estimator

Accepted Date

R. Baker, Inc. bid $12,000 (lump sum) to Avila Beach CSD on 7/21/2026 for a new 2" water service on San Luis St Pkwy, including a hot tap on the existing 6" main, a 2" sch 80 service, a manifold for two 1" services, and in-kind asphalt replacement. The price excludes engineering, survey staking, traffic control plans, compaction testing, meters, fees and permits, and carries terms including 18% annual interest on late payments, markups of 15% on equipment/material and 20% on labor for added work, a broad force majeure clause allowing price increases, and a 30-day expiration.

Notes:

Date: 7/1/2026
To: Avila Beach CSD - Shawn
Address: 229 San Luis St
Avila Beach, CA

KW CONSTRUCTION
GENERAL CONTRACTOR | GENERAL ENGINEERING
(805) 835-2229

PROPOSAL | CONTRACT

ITEM	QT.	UNIT	COST/UNIT	COST	DESCRIPTION
Encroachment & Traffic Control Plan					
Pulling Encroachment Fee	1	LS	$ 500.00	$500.00	
Traffic Control Plan Fee	1	LS	$ 250.00	$250.00	
			Subtotal:	$750.00	
Water Offsite: 33 14 13					
Equipment, Labor, & Material	1	LS	$ 8,285.40	$8,285.40	Install two 1" water meters per SLO County standard W-4. Bed under and shade over pipe with sand. Cap with trench with class II base and cold mix. Haul off dirt and AC spoils.
Price is good for up to an 8" water main.			$ -	$0.00	
			$ -	$0.00	
			Subtotal:	$8,285.40	
Paving: 32 12 00					
Equipment, Labor, & Material	1	LS	$ 4,044.98	$4,044.98	Patch pave trench per county of SLO standards.
0			$ -	$0.00	
			Subtotal:	$4,044.98	
			GRAND TOTAL:	$13,080.38	

AC	EA	CY	LF	LS	SF	HR	TN
ACRE	EACH	CUBIC YARD	LINEAR FOOT	LUMP SUM	SQUARE FOOT	HOUR	TON

ALTERNATE ADD		
	$0.00	
	$0.00	

ALTERNATE DEDUCT		
	$0.00	
	$0.00	

CONDITIONS

1. Material prices will be held for 14 days due to price increases. Proposals are valid for 30 days unless signed and returned.
2. Any changes in the scope of work will require a change order, any cost associated with preparing a change order will be added to the change order.
3. Payment will be made from total cost estimate.
4. All construction water and fees paid for by owner
5. Additional itemized work will be billed 100% from the line items above, deleted work will be credited 85% from items above.
6. One move in unless otherwise noted.
7. Dust control is included for our portion of the work while onsite only.
8. All utilitites will be stubbed within 5' of the buildings or to the property line.
9. All underground piping plans will have a profile showing all conflicts with other piping. Any extra fittings needed to complete the piping not shown on plans will be extra.
10. Change orders will be based off unit cost from KW Construction, Time and Material rate sheet, or fixed number. There will be a 10% markup on material.
11. Bid is based on total cost proposal not unit cost. Billing will follow total cost not unit cost.
12. This proposal will become part of the contract. All conditions and exclusions apply to the contract.
13. Bonding is available at an additional cost.
14. Any costs for additional insurance or contract modifications will be added to the contract price.
15. SWPPP maintenance to be done on a T&M basis unless otherwise noted in this proposal.
16. Topo will be verified by the surveyor before grading begins. Any variation in existing grades from what is shown on the plans may result in added contract cost.
17. KW Construction has the right to refuse to do change order work at any time.
18. KW Construction has the right to stop work at anytime if payment is not made per the contract time frame. If no time frame is noted then it will be 30 days from invoicing.
19. Any reprinting of plans will be charged back to the owner.
20. All water valves and manholes located in the street will be shot by the surveyor before and after paving, cost paid by owner.
21. All material quotes can only be guaranteed for 14 Days, all price increases will be passed onto the owner. This includes increases created by Force Majeure.
22. If this contract is transferred to another contractor, owner or construction management company, KW Construction has the right to cancel at anytime and be paid at once for all work completed to date. This includes material stored onsite and all retention that is due. All warranties will be voided if this action takes place.
23. If any part of this proposal is unused in any contract form(scope of work and cost to perform work) then all portions of the proposal will become part of the contract. All these conditions and exclusions will apply to the contract unless otherwise noted.
24. Any deleted or deductive work from the proposal may result in additional adjustments in proposal unit prices.
25. Change orders will require approval or written authority to proceed. All T&M work will be billed at KW Construction equipment rates plus material. A Field Work Order will be signed by the site superintendent and sent to the owner/contractor as soon as all material invoices are received by KW Construction. Approved change order pricing will not be adjusted after the work is completed. No exceptions.

KW Construction Initials Here_____

Customer Initials Here: _____

ACCEPTANCES:

1. Payment is due and payable in 30 days from invoice date.
2. The prices and conditions are accepted and KW Construction is authorized to perform work specified above.
3. Unless a signed change order is executed or a signed field work order is issued, no extra work will be completed.
4. If payment has not been received within the 30 days of invoicing, KW Construction has the right to stop work with no penalties.
5. A finance charge of 1.5% per month (18% annually) will be charged on all invoices over 30 days past due.
6. In the event that a court of law find the interest charges referenced above to be valid,the parties agree that the interest will accrue and be owing at the maximum legal rate.
7. Any costs (attorney, court, dispute, etc) associated with the collection of unpaid invoices will be paid by the prevailing party.

EXCLUSIONS:

1. ADA Stalls must be designed to a minimum 1.5% for asphalt or 1% for concrete.
2. Landscaping
3. Permits, engineering, bonds, inspections, surveying or fees.
4. Water Meters and construction water unless noted in this proposal.
5. Hazardous Materials. Natural occuring asbestos will be handled on a T&M basis if encountered.
6. Unsuitable materials will be an extra (unable to be compacted, is over saturated, or will not hold up for trenching)
7. Natural Acts (earthquakes, storms, fires, etc)
8. Soil Testing
9. Ground water or pumping of ground water.
10. Rock Excavation with normal equipment that is onsite. Excessive hard ground that limits production of trenching will be extra.
11. Any changes of plans or scope of work.
12. Damage to any vehicle that is parked within the construction area
13. Utility lines and any other items not shown on plans that are damaged during construction will be fixed as an extra on a T&M basis
14. Export or import of any material not specified on this proposal
15. KW Construction is not responsible for drainage on asphalt designed at less than 2% and concrete designed at less than 1.5%
16. Cracking of concrete or asphalt due to unforseen causes or conditions.

_____ _____

CUSTOMER SIGNATURE DATE

_____

CUSTOMER (PRINT)

_____ _____

KW Construction DATE

AVILA BEACH
COMMUNITY SERVICES DISTRICT
Post Office Box 309, Avila Beach, CA 93424

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager

DATE: November 17th, 2026

ITEM 7C: Consider Adoption of the Updated Personnel Policy Handbook

Recommendation:
Staff recommends the Board receive the staff report and adopt the updated Personnel Policy Handbook or provide other direction to staff.

Background and Discussion:

The District's Policy Manual was originally adopted in November, 1997. Over the years, specific sections of the manual have been revised and updated. The purpose of this project was to specifically update the Personnel Policy to bring it up to date with current state and federal laws and regulations. Earlier this year, the Board approved a contract with Regional Government Services (RGS) to assist with the Handbook update. We used the existing Personnel Manual as a starting point, then added newly required sections and updated the existing sections as appropriate. The Draft Handbook has been reviewed and edited by District legal, Shannon DeNatale Boyd.

The primary changes to the Handbook include:

- Updating the personnel policy topics to be consistent with current state and federal laws;
- Referencing and incorporating the District's recently adopted Workplace Violence Protection Plan;
- Updating and clarifying the District's Employment Administration, including health and medical benefits, workman's compensation and employee conduct/discipline;
- Updating the Leave Administration to include adding a paid holiday for the day after Thanksgiving and adding a floating holiday, for a total of 11 paid holidays per year;
- Adding a reference and an addendum to address the California Family Rights Act (CFRA) and an addendum to cover Pregnancy Disability Leave (PDL);

This update essentially replaces the General and Personnel Series of the existing Policy Manual. Staff intends to update the remaining sections, Operations, Board of Directors and Board Meetings within the next few months.

The Final Draft of the Personnel Policy and the referenced attachments are provided as an attachment to this staff report

AVILA BEACH COMMUNITY SERVICE DISTRICT

PERSONNEL POLICY HANDBOOK

GENERAL PROVISIONS

INTRODUCTION

The Avila Beach Community Services District (District) is governed by five elected Board of Directors. District provides water, sewer, fire protection (via CalFire), street lighting and solid waste services to approximately 400 connections within the District's service area.

The District was formed in February 1997 with the combining of the Avila Beach County Water District and the Avila Lighting District. In 1974, the Avila Beach County Water District was formed by combining the Avila Fire Protection District and the Avila Sanitary District.

Our Mission

The Avila Beach Community Services District is dedicated to providing dependable, efficient, and cost-effective water, wastewater and lighting services that protect public health and safety, support our community, and enhance the quality of life for residents and visitors. The five elected Board of Directors seek to responsibly manage public resources, maintain and improve essential infrastructure, and provide reliable services through transparent governance, fiscal accountability, and thoughtful long-term planning.

The personnel policies and procedures outlined in this handbook are not intended to be a legal contract or agreement, but rather to describe the way our organization works and what mutual expectations employees and Avila Beach Community Services District should have from each other. There will be circumstances that will require changes to the policies, practices, and benefits. Amendments to these policies and practices may be made and updates may be distributed to employees from time to time. Where an applicable employee agreement specifically conflicts with a policy, the employee agreement provision will prevail.

Each employee is responsible for reading and complying with the policies. Violations of these policies will be addressed with employees in performance discussions and may result in disciplinary action up to and including termination of employment.

In the event there is a discrepancy between the language in these policies and state or federal law, federal or state law will prevail.

SEVERABILITY

If any part of these policies is determined to be unconstitutional or illegal, that part will be severed from these polices and the remaining polices will be applicable.

WORKING CONDITIONS

POLICY AGAINST HARASSMENT / COMPLAINT PROCEDURE / RETALIATION

Harassment Defined

Avila Beach CSD (the District) is committed to a work environment free from harassment. We specifically prohibit sexual harassment, and harassment based on actual or perceived race (including traits associated with race including, but not limited to, hair texture and protective hairstyles such as braids, locs, and twists), religious creed (including dress and grooming practices), color, sex, gender or gender identity or expression, transgender status and those who are transitioning or have transitioned, sexual orientation, national origin (including language use restrictions and holding a driver's license granted under Vehicle Code section 12081.9), ancestry, citizenship status, military or veteran status, marital status, pregnancy and perceived pregnancy (including breastfeeding, childbirth, and related medical conditions), age (for individuals age 40 and over), protected medical condition (including cancer or record or history of cancer) or HIV/AIDS status, disability (mental and physical), genetic information/characteristics, denial of Family and Medical Leave, or any combination of the aforementioned actual or perceived characteristics, or any other category protected by federal, state, or local law, ordinance or regulation. Effective January 1, 2027, protected characteristics include assigned sex or gender category, including female, male or nonbinary; degree of conformity to sex or gender stereotypes; access to, and use of, gender affirming care and other related health care; decision-making, access to care, or potential or actual use of a drug, device, product, or service relating to pregnancy or related medical conditions; and variations in sex characteristics, including intersex traits or differences in sex development. The District also prohibits unlawful harassment based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics, or any combination of those characteristics.

Unlawful harassment includes, but is not limited to,

- Derogatory, offensive or inappropriate speech, such as epithets, slurs or stereotypical comments, or verbal propositions made based on the individual's protected classification. This includes, but is not limited to, comments, stories, and jokes about appearance, dress, physical features, gender identification, and race.

- Physical acts, such as assault, impeding or blocking movement, offensive touching, or physical interference with normal work or movement. This includes, but is not limited to, pinching, grabbing, patting, or making explicit or implied job threats or promises in return for submission to physical acts.

- Visual acts, such as derogatory, offensive or inappropriate, posters, cartoons, emails, pictures or drawings related to a protected classification.

- Unwanted sexual advances, requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to or rejection of the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment.

Harassment includes conduct that another individual who is a member of the protected classification would find unwelcome or unwanted. Harassment may include the following:

- Conduct that is not intended as to harass. Conduct may violate this policy if the conduct is directed at or implicates a protected classification and the recipient finds the conduct to be offensive or inappropriate, even if its well-intentioned conduct (*e.g.*, gifts, over- attention, endearing nicknames, hugs.

- Conduct to which the recipient appears to have consented. The District does not recognize as a defense that the recipient appeared to have consented to the conduct at issue by failing to protest about the conduct. A recipient may not protest offensive or inappropriate conduct for many legitimate reasons, including, but not limited to, the need to avoid being perceived as insubordinate or to avoid being ostracized or subjected to retaliation.

- Conduct about which no employees previously complained. The fact that no employee previously complained about the same or substantially similar conduct does not mean that the conduct is inoffensive or appropriate nor does that fact preclude an employee from complaining about such conduct if it is repeated.

- Conduct witnessed by a third party or about which a third party learns, even if they did not witness such conduct. Visual, verbal, or physical conduct between two (2) people who do not find such conduct to be offensive or inappropriate may constitute harassment of a third party witnesses such conduct or learns about the conduct later and finds the conduct to be offensive or inappropriate. Conduct can constitute harassment even if it is not explicitly or specifically directed at a particular individual.

- Conduct can constitute harassment even if the individual has no intention to harass. Conduct that may be well-intentioned conduct (*e.g.*, gifts, over-attention, endearing nicknames, hugs) may nevertheless constitute harassment if the conduct is directed

at, or implicates a protected classification, and if the individual finds such conduct inappropriate or offensive. Such conduct constitutes harassment when it has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

An applicant or employee who believes that they have been the recipient of harassment should report the incident immediately to the General Manager.

The District's policy applies to all persons involved in the operation of the District and prohibits harassment by any employee of the District, including, managers, leaders and members of the governing board, vendors, patrons/customers, independent contractors and any other persons.

Complaint Procedure

Employees who believe that they have been subjected to harassment may make a complaint, either orally or in writing, to the General Manager without regard to any chain of command.

Any management employee who receives a harassment complaint should immediately notify the General Manager. Upon receiving notification of a complaint regarding harassment, the General Manager or designee will complete and/or delegate the following steps:

1. Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will usually include interviews with the following individuals: (1) the complainant; (2) the accused (*i.e.*, the subject of the investigation); (3) witnesses to the conduct at issue in the complaint; and (4) other persons who have relevant knowledge concerning the allegations in the complaint.

2. Review the information gathered during the investigation to determine whether the alleged conduct violated the policy considering all information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.

3. Prepare a summary report of the determination as to whether the conduct violated this policy and provide a report. If discipline or sanctions are imposed, the level of discipline or sanctions will not be communicated to the complainant.

4. If conduct in violation of this policy occurred, take or recommend to the appointing authority, prompt and effective remedial action. The remedial action will be commensurate with the severity of the offense.

5. Take reasonable steps to protect the complainant from further harassment or retaliation.

If the General Manager is accused, or a witness to the events at issue, an individual with higher authority will complete and/or delegate the above enumerated steps.

The California Civil Rights Department, formerly known as the Department of Fair Employment and Housing, investigates and prosecutes complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. Information about this agency can be found on the employment poster displayed in the District Administrative office. The nearest office can be found in the telephone book. Additional information is available on the agency's websites at www.calcivilrights.ca.gov or may be made available by contacting the Director of Human Resources.

Retaliation

Retaliation occurs when an employer takes adverse action against a covered individual because of the individual's protected activity as defined in this policy. The District will not retaliate against any employee or any person who engages in lawful conduct or the good faith reporting of a complaint of possible acts or incidents of harassment or supports a co-worker's complaint or participates in any workplace investigation. All claims of retaliation should be reported, and will be investigated, in the same manner as set forth above. Employees shown to have engaged in such retaliation will be disciplined, up to and including termination.

DRAFT

WHISTLEBLOWER PROTECTION

The District prohibits all the following:

- Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation;

- Preventing an employee from disclosing information to a government agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation;

- Retaliating against an employee for refusing to participate in any activity that would result in a violation of state or federal law, or a violation or noncompliance with a local, state, or federal rule or regulation; and

- Retaliating against an employee because the employee's family member has or is perceived to have engaged in any of the protected activities listed above.

This Policy governs and protects District officials, officers, employees, or applicants for employment.

IMMIGRATION PROTECTIONS

Pursuant to the federal Immigration Reform and Control Act (IRCA), the District does not discriminate against any individual who is legally authorized to work in the United States on the basis of national origin or citizenship status.

Effective January 1, 2027 pursuant to AB 2495, it is unlawful for an employer or any other person or entity to engage in, or to direct another person or entity to engage in, unfair immigration-related practices against any person for the purpose of, or with the intent of, retaliating against any person for exercising, or attempting to exercise, any right protected under any local, state, or federal statute or regulation applicable to any employee. "Unfair immigration-related practice" means any of the following, when undertaken for retaliatory purposes: Requesting more or different documents than are required under Section 1324a(b) of Title 8 of the United States Code, or a refusal to honor documents tendered pursuant to that section that on their face reasonably appear to be genuine; Using the federal E-Verify system to check the employment authorization status of a person at a time or in a manner not required under Section 1324a(b) of Title 8 of the United States Code, or not authorized under any memorandum of understanding governing the use of the federal E-Verify system; Threatening to file or the filing of a false police report, or a false report or complaint with any state or federal agency; Threatening to contact or contacting immigration authorities. It is unlawful for an employer or any other person to engage in any other conduct, related to any person's perceived immigration status, that would reasonably tend to dissuade a person from engaging in conduct that the person has a legal right to engage in under any local, state, or federal statute or regulation applicable to employees, or to induce a person to engage in conduct that the person has a legal right to abstain from under any local, state, or federal statute or regulation applicable to employees. The individual's actual immigration status is irrelevant. These laws apply to applicants, current employees, and former employees.

OUTSIDE EMPLOYMENT

Employees may not engage in any outside employment or perform off-duty work in a paid status if that work conflicts with or impairs the employee's ability to perform their duties and responsibilities through the end of their workday or impacts any aspect of the District's operations.

To avoid perceived or actual conflicts of interest that may arise from outside employment, all employees must obtain written approval from the General Manager or designee prior to undertaking any outside employment. An outside employment authorization is valid only up to one (1) year. If the employee wishes to continue the outside employment, for a longer duration, they must make another request.

CONFLICT OF INTEREST

Employees may not engage in any on-duty business or personal activities that constitute a conflict of interest with their employment with Avila Beach CSD or adversely affect an employee's capacity to perform their duties.

Off duty conduct

While the District does not seek to interfere with an employee's off-duty conduct, certain types of off-duty conduct may interfere with District legitimate business interests. Employees are expected to conduct their personal affairs in a manner that does not adversely affect the District's integrity, reputation, or credibility. Off duty conduct that adversely affects legitimate District business interests or an employee's ability to perform their work is not permitted.

LIMITATIONS ON POLITICAL ACTIVITY OR SOLICITATION

Employees or officers of Avila Beach CSD may not solicit or receive political funds or contributions to promote the passage or defeat of any ballot measure that would affect working conditions during the working hours of its officers and employees, or in the District offices.

Officers or employees of the District or candidates for elective office of the District may not directly or indirectly solicit political contributions from other officers or employees of the District unless the solicitation is part of a solicitation made to a significant segment of the public which may incidentally include officers from and employees of the District.

District employees and officials are prohibited from engaging in political activity during working hours or on District property.

CONFIDENTIAL INFORMATION

No employee may disclose information that is regarded as confidential (except as authorized or required by law) or otherwise use such information for personal gain or benefit. All personnel records will be confidential except when disclosure is required by law. The following examples are intended to serve as a guide to the types of confidential information and material:

- Business Information such as financial records, reports, contracts, computer programs or technology.

- Third Parties such as vendor contracts, computer programs, technology.

- Any information that, if disclosed, could adversely affect the District's business.

Upon separation of employment, or at any time upon the District's request, employees must deliver to the District all copies of confidential information or other District property.

ELECTRONIC COMMUNICATON AND COMPUTER USE AND SOCIAL MEDIA

Electronic information and communications require safeguards and impose unique responsibilities on all users. This policy provides guidelines for the acceptable use of all Electronic Communications Resources and the responsibility for use of data stored electronically. The provisions of this policy apply to all employees of the District.

This policy governs all Electronic Communications including, but is not limited to, the Internet, e-mail, voice-mail, mobile phones, computers/laptops, telecommunications devices, video and audio equipment, wireless networks, data systems telecommunications equipment, global positioning equipment, location devices, transmission devices, data processing or storage systems, computer systems, servers, networks, input/output and connecting devices, software, agency hosted social media, and documentation that supports electronic communications services (Electronic Communication Resources).

The District, as the provider of access to its electronic communications and data resources, reserves the right to specify how those resources will be used and administered to comply with this policy. Employees may be subject to corrective action including termination of employment for using the Electronic Communications Resource Devices in a manner other than for their intended purposes, or in a manner that violates applicable laws, rules, and policies.

No Expectation of Privacy

The District information and communication network is provided by the District to individual employees based on authorization by the General Manager and is considered District property. All employee transactions on the Internet from District computers-including e-mail, contact lists, and task lists-are considered public information. Records of these transactions can be requested by anyone at any time, subject to certain Public Records Act exceptions and attorney-client privilege material. In that regard, the Internet may be monitored for legitimate reasons. Employees using the Internet have no reasonable expectation of privacy when using this system. Messages that are transmitted via the Internet can be intercepted by anyone and the information contained in the

message can be used for any purpose by anyone retrieving the message. Access to the Web Browser is being logged and these files can be subject to review.

All communications transmitted via District Electronic Communications Resources Devices, whether related to personal or confidential matters, are subject to monitoring, at the District's discretion. The District monitors communications transmitted via the assigned District e-mail in the ordinary course of business for purposes that include ensuring their reliability and security. The existence of passwords and "message delete" functions do not restrict or eliminate the ability or right of the District to access electronic communications.

Employees should not communicate any personal, private, privileged, or confidential information including but not limited to personal attorney client communications, financial, medical information, or other privileged information, using the District's Electronic Communications Resources Devices. Employees who do communicate their private, privileged, or confidential information using the District's Electronic Communications Resources Devices will be considered to have waived any privilege or privacy rights in those communications, even where those communications are made via personal password-protected accounts using the District's Electronic Communications Resource Devices. Users can have no reasonable expectation of privacy in use of District systems, devices, or materials. Additionally, the District may be required to produce information transmitted or stored on its Electronic Communications Resource Devices pursuant to a court order, subpoena, or statute.

Restrictions

The information sources accessible via the Internet are worldwide and constantly growing in kind and number. It is not possible to fully itemize the types of information accessible by systems and their users. Nevertheless, the District reserves the right to restrict access to any data source at its sole discretion. These restrictions do not constitute an implication of approval of other non-restricted sources.

Without exhausting all the possibilities, the following are examples of inappropriate use of the District's Electronic Communications Resource Devices:

- Exposing others unwillingly, either through carelessness or intention, to material, which is offensive, obscene or in poor taste. This includes information which could create an intimidating, offensive or hostile work environment.
- Using Electronic Communications Resource Devices in any way that may, for a reasonable person, create or further a hostile attitude or give offense based on race, color, religion, national origin, citizenship, ancestry, marital status, gender, disability, age, veteran's status, sexual orientation, or any protected status.
- Communicating confidential District information to unauthorized individuals within or outside the District.
- Sending messages or information that conflicts with applicable law or agency policies, rules, or procedures.

- Attempting to access unauthorized data or break into any District or non-District system.
- Engaging in theft or the unauthorized copying of electronic files or data.
- Intentionally misrepresenting one's identity for improper or illegal acts.
- Engaging in unlawful activities.
- Transmitting/accessing obscene material and/or pornography.
- Online gambling.
- Engaging in commercial activity or activity for financial gain, not under the support of the District.
- Receiving and/or downloading executable files and programs using electronic mail or the Internet without express permission of the General Manager is prohibited. This includes, but is not limited to, software programs and software upgrades. All downloaded files must be scanned for viruses before installing on District owned equipment. Software applications/programs that must be upgraded on a routine basis are exempt from this restriction.
- Using another user's name and/or account, without express written permission of the General Manager to access the Internet is strictly prohibited.
- Violating copyright and license agreements regarding software or publication they access or download from the Internet. The District will not condone violations of copyright laws and licenses, and the employee will be personally liable for any fines or sanctions caused by the license or copyright infringement. Any software or publication that is downloaded onto District computer resources, becomes the sole property of the District.
- Using District equipment or resources to speak on the District's behalf without authorization.

Incidental Personal Use of Agency Electronic Communications Equipment

Employees may use the District telephones, , internet access, and email for incidental personal communication if the use is kept to a minimum and limited to break times or non-working hours and does not violate the terms of this policy.

Personal Social Media Code of Conduct

The District understands that employees may engage with personal social media and social networking websites on their own time. Social media includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking applications which could include but are not limited to Meta (formerly known as Facebook), Instagram, X (formerly known as Twitter), Snapchat, TikTok, etc., affinity web sites, web bulletin boards, chat room, instant messaging applications, including but not limited to WhatsApp, Messenger, WeChat, Line, Viber, etc. While the District respects its employees' right to engage in these off-duty activities, employees are nonetheless held to a high professional standard as public servants and expected to conduct themselves appropriately in all such public communications, whether on or off the clock. Individuals

who violate this Policy may be subject to discipline up to and including termination of employment.

To ensure that District employees understand the District's expectations regarding external social media use, the following guidelines have been developed. Employees are expected to follow these guidelines using their best personal and professional judgment. Employees are expected to always conduct themselves professionally, and in a manner that does not adversely impact District interests.

- Employees are personally responsible for the content they publish on blogs, wikis, or any other form of user-generated media and should be mindful that what is published will be public indefinitely.
- Employees should avoid discussing District or District-related matters using personal social media. If such matters must be discussed, the employee should write in the first person and make it clear that they are representing themselves, and not the District.
- Employees may not publish or disclose District or another's confidential or other proprietary information. Employees must not publish or report on conversations or any communication on information that is meant to be private or internal to the District.
- Employees may not use insensitive language or otherwise engage in any conduct that would be discourteous, offensive, or unprofessional in the workplace, or that would otherwise violate any District policy, including but not limited to the policy prohibiting harassment.
- Employees are not to use District logos in any of forums for non-work-related purposes.
- Employees should be aware of their association with the District in online social networks and ensure that their profile and related content are consistent with how they wish to present themselves to colleagues and the public.
- Employees are encouraged to be the first to correct unprofessional behavior, not to provoke fights, and avoid altering previous posts without indicating that they have done so.
- Employees should refrain from using social media during paid work hours, even if they are not actively posting to social media.

This policy is in no way intended to prevent employees from engaging in protected concerted activity or engaging in otherwise lawful conduct on their own time.

WIRELESS COMMUNICATION DEVICES / LAPTOP COMPUTERS AND TABLETS

The District provides operations staff with laptop computers and/or tablets for the purpose of monitoring and controlling the water and sewer systems from remote locations, especially when they are "on-standby". Devices are to be used for work related matters.

Staff are expected to provide reasonable precautions to prevent equipment theft, vandalism, and improper use of these devices and services.

Operations staff and key administration staff are provided a $25 per month stipend for the use of personal cell phones on work related matters. Employees who receive the cell phone stipend and are scheduled for "on-call" duty, are expected to answer the phone any time of day or night to assist with emergency operations and response.

Employees are expected to obey all California laws regarding cell phone use while driving whether the use is for personal or work-related matters.

ARTIFICIAL INTELLIGENCE

Use of Automated-Decision Systems. The District will not use artificial intelligence, algorithms, automated-decisions systems ("ADS"), or other selection criteria in recruitment, hiring, training, promotion, performance evaluation, discipline, termination, or other employment decisions in a manner that unlawfully discriminates against an applicant or employee. Any such tools used in employment decision-making will be subject to appropriate human oversight and compliance review, including consideration of reasonable accommodations and potential adverse impact. The District will maintain records relating to such use for the period required by law.

Effective July 1, 2027, the following paragraph applies. The District will not use ADS to: prevent compliance with or violate any federal, state, or local labor, occupational health and safety, employment, or civil rights laws or regulations; infer an employee's protected status; or predict and take adverse action against a worker for exercising their legal rights. If the District primarily relies upon an ADS output to make a disciplinary or termination decision, a human shall corroborate the decision using data that was collected or used to produce the ADS output or other relevant corroborating or supporting information. If the District cannot corroborate the ADS output, or the human reviewer has concluded that the ADS output is inaccurate, incomplete, or misleading, the District shall not use the ADS output to make a disciplinary or termination decision. An employee has the right to request, and the District shall provide, a meaningful, objective description of the employee's own data used by the ADS if the District has primarily used an ADS to make a disciplinary or termination decision. If the District primarily relied upon an ADS to make a disciplinary or termination decision, the District shall provide the affected employee with a written post use notice at the time the District informs the employee of the decision. The notice shall: (1) be written in plain language as a separate, stand-alone communication; (2) be in the language in which routine communications and other information are provided to employees; (3) be provided via a simple and easy-to-use method, including an email, hyperlink, or other written format. The post use notice shall contain all of the following information: (1) That the District primarily relied upon an ADS to make a disciplinary or termination

decision with respect to the employee; (2) That a human reviewed the decision and corroborated the ADS output; (3) Contact information for a human that the employee may contact for more information about the decision and the employee's right to access a description of the employee's own data used by the ADS when an employer has primarily used an ADS to make a disciplinary or termination decision; and (4) That the District is prohibited from retaliating against the employee for exercising their rights under this part. The District shall not discharge, threaten to discharge, demote, suspend, or in any manner discriminate or retaliate against any employee for using or attempting to use their rights under this policy.

Effective January 1, 2027, the following policy shall apply. The District shall not use a workplace surveillance tool that uses artificial intelligence on employees for (1) recognizing, or making inferences or predictions about, an individual's emotional state, or (2) collecting neural data.

DISTICT VEHICLE USE

Employees may be required to use District vehicles in the course and scope of their employment. A District vehicle may only be used with the express authorization of the employee's supervisor. District vehicles are to be used only for official District business. Going to lunch during work hours while using a District vehicle is permitted as is incidental use of the vehicle going to and from work. Otherwise, District vehicles are not to be used for any other personal purposes. Weekend or after hour use of the vehicle for personal business is not permitted.

DRAFT

EMPLOYMENT OF RELATIVES

On occasion, a qualified applicant for job opening at the District may be a relative, or spouse or registered domestic partner of a present employee. Although given no preferential treatment, they will be considered when applying for job openings. However, consideration will not be limited solely to a relative but will include all other applicants. The General Manager reserves the right to refuse employment of an existing employee's relative where such employment would or could reasonably compromise the safely, security, supervision, or morale of District operations. Additionally, relatives will not directly report to or supervise another family member. The following definitions apply to this policy.

- A "relative" is defined as a child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

- A "spouse" means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.

- "Supervisory relationship" means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities under the Agency's organizational chart.

Married or Domestic Partners after Employment

If two District employees who work in the same department later become spouses or domestic partners the General Manager has discretion to transfer one of the employees to a similar position in another department. The wishes of the two employees will be considered by the General Manager has sole discretion to determine which employee will be transferred based on supervisory needs, safety, security, or morale. A transfer of this nature that results in a salary reduction is not disciplinary and is not subject to any complaint appeal.

If no accommodation for both spouses/domestic partners to continue work with the District can be found, the General Manager has the sole discretion to separate one of the employees for District employment.

SMOKING ON THE PREMISES

Smoking is not allowed on District property, in any District facility, or during an event taking place away from District property. Smoking is also prohibited in District vehicles and violators are subject to discipline for non-compliance.

"Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, vape products, and e-cigarettes.

DRUG AND ALCOHOL-FREE WORKPLACE

Employees are the most valuable resource at the District. For this reason, the District has a critical interest in assuring the health, safety, and wellbeing of its employees and the maintenance of a safe and efficient work environment. This includes adopting standards and guidelines to promote a professional workplace environment and eliminate drug and alcohol related inefficiencies and associate risks while adhering to state and federal laws applicable to public entities. The following polices and related standards apply to all District employees whether they are at their workplace, or they are performing District related business elsewhere.

- Employees may not consume alcohol while on regular duty, irrespective of place, in any manner that impairs their professional judgement.

- Employees cannot consume or manufacture, use, sell, purchase, possess, or engage in the distribution of any controlled substances, narcotic (including marijuana) or prescription drug that has not been lawfully prescribed while on regular duty, irrespective of place.

- "Regular" duty means an employee's approved work schedule including working remotely.

An employee's failure to notify the General Manager before beginning work when taking medications or drugs, including but not limited to prescription drugs, over the counter medications, or illegal drugs or narcotics (including marijuana) which could interfere with the safe and effective performance of duties or operation of District equipment such as electronic devices is a violation of this policy. Also, an employee's failure to notify the General Manager of any criminal conviction for an alcohol or drug violation that occurred while on regular duty or on call within five days after the conviction is in violation of the policy.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking a prescribed or over-the-counter medication is responsible for consulting the prescribing physician or pharmacist to determine whether the medication may interfere with safe performance of their job. An employee who is or will be using prescribed drugs that may affect performance or impair judgment should immediately inform the General Manager. An employee is not required to disclose the nature of their medical condition, or to identify the medication they are taking, but must clearly indicate effects, such as impaired alertness, balance impairment, warning about operation of machinery, etc. The General Manager reserves discretion to determine whether to direct the employee to take sick leave.

Violation of Policy

Violation of this policy will result in corrective action, up to and including termination of employment, even for a first offense.

Reasonable Suspicion Drug and Alcohol Testing

If the General Manager has reason to suspect that an employee may be under the influence of or impaired due to drugs or alcohol while at work, or when reporting for work, that employee may be ordered to immediately submit to testing. The test will be conducted by a professional medical staff and laboratory. Likewise, when the General Manager reasonably suspects that an employee's impairment from drugs or alcohol may have been a factor in an injury or accident during work or while operating District equipment that employee may be also ordered to take a test.

Such examination and/or tests, when requested, will be on District time, are considered a condition of employment, and will be at the sole expense of the District.

Transportation will be provided to and from the medical facility. If the employee tests positive, the employee may be subject to immediate discharge. Should an employee refuse to submit to the requested examination or test, the employee will be subject to corrective action, up to and including termination of employment.

HEALTH AND SAFETY

The District is committed to providing employees with a work environment that is conducive to safe, effective, and productive job performance. The health and safety of our employees is a priority. All employees must follow safe working practices and instruct others to work safely.

Employees are expected to follow all applicable safety procedures. An employee should also inform the General Manager of any perceived hazards.

All accidents must be immediately reported to the General Manager. Any injury, no matter how minor that occurs during regular duty, irrespective of place, must be reported promptly to ensure that the appropriate documentation of the incident is completed. Employees may be entitled to Workers' Compensation benefits for on-the-job injuries, and prompt, accurate reporting of accidents will assist in obtaining the benefits.

In compliance with California law, and to promote the concept of a safe workplace, the District maintains an Injury and Illness Prevention Program (IIPP). Our written Plan is located in the District Office and in digital format on the District's Administration shared Drive.

Heat Illness Prevention

The District is committed to protecting employees from the hazards of excessive heat exposure. Each work area and job task can be unique and contain a number of heat stress hazards that must be addressed prior to the beginning of work and during work activities. All managers, supervisors and employees are responsible for assessing these hazards and taking necessary corrective actions to reduce heat-related illness. All employees are responsible for using safe work practices; following all directives, policies, and procedures; and assisting in maintaining a safe work environment. A more complete statement of District's Heat Illness Prevention Plan may be obtained from the Director of Human Resources. Our written Plan is located in the District Office and in digital format on the District's Administration shared Drive.

DRAFT

Ergonomics

Employees who spend the greater part of their workday in an office environment are subject to ergonomic hazards.

An ergonomics hazard refers to any workplace condition that poses a risk of causing musculoskeletal injury or disorder due to the nature of the physical work involved.

These hazards stem from work conditions that do not match the physical capabilities of the worker, leading to potential harm. Ergonomic hazards can arise from various factors, including but not limited to:

- Repetitive motions that cause strain over time (e.g., typing or assembly line work).
- Inadequate workstation design that forces awkward postures or excessive reaching.
- Prolonged sitting or standing without the opportunity for movement or posture change.
- Heavy lifting or the manual handling of materials that can stress the musculoskeletal system.
- Excessive force requirements to perform tasks, such as pushing or pulling heavy loads.
- Vibration exposure from hand-held tools, which can lead to nerve damage or circulatory disorders.
- Poor lighting that leads to eye strain or awkward postures as workers try to see their work better.

An employee who has concerns regarding potential hazards in their workplace should contact the General Manager for an ergonomics consultation.

WORKPLACE VIOLENCE

The District is committed to providing a work environment that is free of disruptive, threatening, or violent behavior involving any employee, appointed or elected official, volunteer, contractor, client, or visitor. Our policy is to establish, implement, and maintain an effective Workplace Violence Prevention Plan (Plan) that addresses the hazards known to be associated with four types of workplace violence as defined by Labor Code Section 6401.9. Our written Plan is located in the District Office and in digital format on the District's shared drive in the Administration folder.

TRAVEL AND EXPENSE REIMBURSEMENT

District travel will be carried out in an efficient, cost-effective manner resulting in the best value. The District will pay or reimburse all pre-approved business travel-related expenses based on reasonableness, meal guidelines and on the actual amount of expense incurred by the employee. Reimbursement for personal expenses and alcoholic

beverages will not be authorized for payment and may not be charged to a District credit card.

Employees may be paid for travel time with prior authorization from the General Manager.

Receipts must be submitted for all expenses, with the completed expense report, including bridge toll receipts and parking costs. If receipts are not available, a written explanation must be provided as to why this is the case and the reason the expense was incurred.

Complete expense reports must be submitted to the appropriate finance staff at least two days prior to the end of the pay period to be processed on the upcoming pay period.

Meals

While traveling, the employee is responsible for payment of all employee meals. Appropriate expenses may be submitted for reimbursement using the employee expense reimbursement form. Employees are expected to use good judgment when incurring expenses while traveling and purchasing meals.

Meals not incurred as part of out-of-area or overnight travel are limited to activities outside of normal duties, such as work-related meetings held before or after regular working hours (including working lunches) or extended time due to special projects or emergencies.

Meal reimbursements are not allowed as part of routine daily work assignments, unless part of the registration cost or the meal is served on site as part of the program to keep all participants together.

Air Travel, Car Rental, and Lodging

Employees at times may be required to travel as a part of their assigned duties. Employees should secure their own air travel, car rental and lodging arrangements and submit expenses on an expense report. The General Manager must approve air travel, car rental, and lodging requests in advance.

Discounted government or sponsoring group rates for transportation and lodging should be used whenever offered and available. When conference or training sponsors have arranged for lodging, employees will stay at these facilities, and the cost should not exceed the maximum published group rate. If rooms are not available at these facilities, accommodations should be at a comparable facility at a comparable cost.

UNIFORMS AND PROTECTIVE CLOTHING

Due to the nature of the materials and environment they work in, the District provides the operations staff with work uniforms and a weekly laundry service for their uniforms. In

DRAFT

addition, the District provides operations staff an annual "boot allowance" of up to $200 per year.

The District also provides employees with all reasonable personal protection equipment (PPE) that meets the needs and/or safety requirements.

VEHICLE EXPENSE REIMBURSEMENT

When an employee is authorized to use their personal vehicle in the performance of District work, (other than driving to and from work), they will be reimbursed for the cost of the use based on the total miles driven and at the rate specified in the Internal Revenue Service Guidelines in effect at the time of said usage.

Use of personal vehicles is not authorized for the performance of District work if a suitable District vehicle is available and safely operational.

Every attempt will be made to coordinate work so that District vehicles are available and operational for the performance of District work.

Proof of adequate insurance covering collision, personal injury, and property damage shall be required by the District for any employee using a personal vehicle in the performance of District work.

COMPLAINT PROCEDURE

The District recognizes that problems, difficulties, and misunderstandings may arise in any workplace. The District aims for every problem to be handled promptly and effectively and so provides an open door for employees to discuss work-related challenges and opportunities.

To accomplish this, the District invites employees to talk with the General Manager when they have a work-related problem of any kind. The District will attempt to keep all such expressions of concern, the investigation, and the terms of any resolution confidential. However, while investigating the concerns, some dissemination of information to others may be appropriate and therefore the District cannot promise complete confidentiality.

The District encourages any employee to make use of this policy to discuss concerns, suggestions, or comments. If the General Manager is the problem, the employee may contact the Board President to discuss their concern.

Employees are encouraged to pursue discussion of their work-related concerns until the matter is fully resolved. It may not always be possible to achieve the desired result but if not, the District will attempt in each case to explain why. The District believes that

DRAFT

employee concerns are best addressed through informal and open communication. No employee will be disciplined or otherwise penalized for raising a good faith concern.

EMPLOYMENT ADMINISTRATION

CATEGORIES OF EMPLOYEES

At-Will Employee

All positions with the District, other than those controlled by individual employment contracts, are at-will positions. An at-will employee is one who serves at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre- or post-disciplinary procedural due process or evidentiary appeal.

New Hire Employee Introductory Period

The first six (6) months of continuous employment with the District is considered a new hire introductory period. During the introductory period the employee will learn their job responsibilities, get acquainted with co-workers, and learn more about the District. Completion of the introductory period does not entitle the employee to remain employed by the District for any definite period but rather allows both the employee and the District to evaluate whether the employee is right for the position. During the introductory period, an employee's employment may be terminated at any time with or without cause or advance notice. The General Manager may extend the introductory period for an employee for an additional six months at their discretion.

Upon completion of the Introductory Period and upon the recommendation of the General Manager, the employee will attain regular employment status.

Regular Full-Time Employee

A regular employee is one whose position is budgeted to work at least 30 hours per week. Regular Full-Time employees receive all benefits provided in these Policies.

Introductory Employee

An "Introductory" employee is one who has been hired to fill a regular position in any job classification and has less than six continuous months of service with the District. Upon completion of six months of continuous service with the District in this classification, and upon the General Manager's decision to retain said employee, the employee will be granted regular employee status.

DRAFT

Regular Part-Time Employee

A regular employee whose position is hired to work within any job classification, but the position is fewer than 30 hours per week. Part-time employees may have different rights to leave and other benefits under the law or these Policies, depending on the number of hours they work. A part-time employee may also be required to work On-Call shifts

Temporary Employee

A temporary employee is one who is hired to work within any job classification, but whose position is not regular in nature. The duration of the work assignment of a temporary employee may range from one day to a maximum of 12 months of continuous service

CLASSIFICATION PLAN

The General Manager will determine and record the duties and responsibilities of all positions and, after consulting with affected Managers, will recommend a classification plan, including job descriptions, for such positions. The plan and any revisions become effective upon approval of the District Board or General Manager.

Following the approval of the classification plan, the General Manager will assign every position to one of the classifications established by the plan.

When a new position is created, such position may not be filled, until the classification plan has been amended to provide for the new position.

Reclassification

The General Manager may initiate a job audit to determine whether the duties of a position have changed to such an extent that they necessitate reclassification of the position from the existing classification to a more appropriate classification. Upon completion of the job audit, the General Manager will make a recommendation regarding reclassification to the District Board.

RECRUITMENT AND SELECTION

RECRUITMENT

The General Manager may utilize any appropriate recruitment procedure to attract qualified applicants. If the General Manager chooses to establish a hiring or eligibility list for a vacant position or classification, the District may utilize that list for filling future vacant positions of the same classification in lieu of utilizing the advertising, posting and interview process each time a position becomes vacant. The life of such a list will not exceed six (6) months.

DRAFT

SELECTION PROCESS

Based on the specific qualifications outlined for each position, all qualified applicants will be considered, the most qualified applicants will be interviewed, and the best qualified applicant, as determined by the General Manager, will be selected. In addition to the interview process, other hiring or testing procedures or techniques may be utilized if the General Manager considers them useful.

Within a one-year time period, a former employee who has been separated from District service in good standing, may be reinstated at the discretion of the General Manager subject to Board approval or ratification, without resorting to the advertising, posting, and interview processes.

COMPENSATION

District employees receive the compensation provided in the basic salary schedule adopted by the Board, except that the Board may at any regular meeting or special meeting called for that purpose, adjust the salaries or salary ranges by minute order or resolution. The Board can approve cost of living adjustments ("COLAs") in its discretion. Employees are not guaranteed any compensation increases on any periodic basis, whether based on merit or COLA.

Employees are hired at the first step of the salary range for the position to which the appointment is made. In the event an applicant is found to possess qualifications extraordinary for the position the applicant is being hired for, the General Manager may authorize the employment of such applicant anywhere within the appropriate salary range. For the purposes of this section, "extraordinary" means that the applicant has education, experience, and/or skills superior to that commonly required and expected for the position.

Promotion

Employees promoted to a position with a higher salary range may be paid either at the minimum rate of the new range or at the nearest higher rate that the employee would otherwise be entitled to on the date the promotion is effective, whichever is greater, provided than an employee promoted to a salary range in excess of one range above his/her former range receives no less than one range increase, at the same step, in rate.

PERFORMANCE REVIEW

Avila Beach CSD reserves the right to periodically (at least annually) review an employee's job performance and discuss the review with them in private. Performance evaluations may include factors such as the quality and quantity of the work performed,

knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluation is designed to inform employees of the progress they are making and of the areas in which improvement is required. Generally, the performance review will be conducted by the General Manager. The General Manager's review will be conducted by the Board.

The performance evaluation will be signed by the evaluator and discussed with the employee. The employee will be provided an opportunity to prepare a written response to the evaluation that will be attached to the evaluation for inclusion in their personnel file.

Unscheduled performance evaluations may be made at the discretion of the General Manager or designee.

Nothing in this section requires that an employee's salary/wages be adjusted based upon their review. While salary/wage adjustments are in part determined by employee performance, the District, in its full discretion, may award, or not award, salary/wage adjustments.

DRAFT

HOURS OF WORK

The basic workweek consists of seven consecutive calendar days, beginning at 12:01 a.m. on Sunday morning and ends at 11:59 p.m. on Saturday night. For Administration staff, the workday begins at 8:00 a.m. and concludes at 4:30 p.m., Monday through Friday with a 30-minute meal break. For Operations staff, the workday begins a 7:30 AM and concludes at 4:00 PM, Monday through Friday with a 30-minute meal break. All regular employees follow a set work schedule consistent with their respective standard workday. All part-time, temporary employee follow a set work schedule within the hourly parameters of the standard workday as set by the General Manager.

Any work outside of the standard workday must receive prior approval by the General Manager.

The General Manager has the authority to establish and maintain appropriate timekeeping procedures and related verification for all employees.

TIMEKEEPING POLICY, PAYROLL CLASSIFICATIONS, AND OVERTIME

As required by law, all employees are classified as either non-exempt (also known as 'hourly') or exempt. All employees will be informed as to whether they are in an exempt or non-exempt position at the time of hire and, at times, when job responsibilities may change in a way that affects classification.

Various wage and hour regulations require California employers to maintain accurate work and time off records. The following policies apply to the timekeeping records

maintained with the District's payroll contractor (currently I-solved). This does not take the place of an employee's duty to inform their supervisor of an impending absence.

Salaried (exempt) employees: Salaried employees need only record time away from work. No overtime compensation will be paid to exempt employees who work beyond their normal work schedules. Planned time away from work must be requested and approved in advance, while unplanned sick or other permissible leave for which advance notice could not be given must be recorded immediately upon the employee's return to work. Only time off of 4 hours or more in any given workday must be recorded by the employee. These hours will be deducted from appropriate leave balances.

Hourly (non-exempt) employees: Non-Exempt employees are those whose positions are designated non-exempt per the Fair Labor Standards Act.

Overtime. Hourly employees receive overtime pay, in accordance with the requirements of state and federal law, at a rate of time and a half for hours worked in excess of 40 hours in one workweek. Only actual hours worked will be counted towards the 40-hour threshold for purposes of calculating overtime pay under the Fair Labor Standards Act (FLSA); paid leave and paid holidays will not be counted. Hourly employees are required to accurately record all hours worked.

Hourly employees are not permitted to work overtime except as directed and authorized by their supervisor, or in case of emergency, as determined by the District. Working overtime without prior authorization or approval is grounds for discipline. In emergency situations that require working overtime, the employee must notify a supervisor as soon as possible, and in no event later than the end of that day upon which the emergency occurred. If the supervisor denies the request to work overtime, the employee must obey the supervisor's directive and cease working. Failure to follow these overtime approval procedures may subject the employee to disciplinary action, up to and including termination of employment, for violating the overtime approval procedures

For payroll purposes, all hourly employees must accurately complete a time card or other designated method of recording time every day, record start and end times, and include a lunch break of at least 30-minutes if the shift is more than five hours. Time cards must be approved by the supervisor in a timely manner before the end of the pay period. By completing and submitting time records and turning it in, each employee is certifying that the time records are complete and accurate.

"Off-the-clock" work is prohibited. All time worked must be recorded on time records.

If an employee fails to submit a timesheet in a timely manner, the District will pay wages based on what the District believes is reasonably due based on the employee's typical work schedule. Any adjustment will be made in the next pay period. Continued failure to follow the District's timekeeping procedures may result in disciplinary action including termination. Time cards are a legal document and must be a true and accurate record of hours worked. Any employee who deliberately falsifies their timesheet or other payroll

documents may be disciplined, up to and including termination. All discrepancies, including errors or incorrect hours paid, must be reported to the General Manager. All overtime must be approved in advance by the General Manager.

MEAL AND REST BREAKS

Meal Period

A 30-minute non-compensated meal period will be provided to all full-time hourly employees who work at least an eight-hour workday. The meal period will be taken within the first five hours of the employee's workhours. It is the responsibility of the employee to take their meal period.

Rest Break

A 15-minute compensated rest period will be provided to all hourly employees for each four-hour period of service. The rest period is to be taken at a time chosen by the employee. Rest periods may not be combined to shorten the workday or to extend the meal period.

LACTATION ACCOMODATION

An employee who wishes to express breast milk for her infant child during her scheduled work hours will receive a reasonable amount of additional unpaid time beyond the 15-minute compensated rest period; hourly employees must clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Those who wish to take a lactation break must notify the General Manager prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or urgent circumstances.

The District will make reasonable efforts to accommodate employees by providing an appropriate location, which is not in a bathroom, to express milk in private. The District will attempt to find a location near the employee's work area. The appropriate location will also meet the following requirements:

- Be shielded from view and free from intrusion while being used to express milk;
- Be safe, clean, and free of hazardous material;
- Contain a surface on which to place a breast pump and personal items;
- Contain a place to sit; and
- Have access to electricity needed to operate an electric or battery-powered breast pump.

The District will provide access to a sink with running water and a refrigerator, or other cooling device, suitable for storing milk near the employee's work area.

Employees occupying these private areas will either secure the door or otherwise make it clear to others through signage that the area is occupied and should not be disturbed. All other employees should avoid interrupting an employee during an authorized break under this section, except to announce an emergency or other urgent circumstance. Authorized lactation breaks for employees assigned to the field may be taken at the nearest appropriate private area.

Any employee storing expressed milk in any authorized refrigerated area within the District must clearly label it as such. No expressed milk can be stored at the District beyond the employee's workday/ shift.

The District encourages any employee who does not believe they are being provided with an appropriate lactation accommodation as required by state law to inform the designated employee relations liaison. An employee who does not believe that the District is providing them with an appropriate lactation accommodation as required by state law has the right to file a complaint with the California Division of Labor Standard Enforcement/Labor Commissioner. Their nearest offices are in the government section of the telephone book.

DRAFT

TIMEKEEPING

All employees must accurately report all work time to the nearest five (5) minutes. All time spent for the benefit of the District must be reported as hours worked on time records so that the employee is paid for all work. Hourly employees may not "volunteer" work time to perform duties that are the same or similar as their stated or regular job duties. Employees have no authorization to work without compensation. No supervisor has authority to request hourly employees to volunteer work time.

PAY DAYS

The salaries and wages of all District employees are paid semi-monthly. Pay periods are the 1st through the 15th day and 16th through the last day of every month.

If a payday falls on a paid holiday, or on a Saturday or Sunday, the immediately previous working day will be the payday.

Direct Deposit

Direct deposit for employee wages has been established with Five Star Bank.

ATTENDANCE

Employees are required to seek advance approval from the General Manager for any foreseeable absence or deviation from regular working, break, and mealtimes.

An employee who is unexpectedly unable to report for work as scheduled must notify the General Manager no later than the beginning of the employee's scheduled work time and report the expected time of arrival or absence.

Arriving late to work or leaving early in connection with scheduled work times, breaks, or meal periods is prohibited, without prior authorization. An employee who fails to timely notify the General Manager of any absences as required by this policy, or who is not present and ready to work during all scheduled work times will be considered to have an unauthorized tardy or absence and will not receive compensation for the period of absence.

Excessive tardiness occurs when an employee who, without authorization, is late to work or late to return from breaks more than three times during any 30-day period. Excessive absenteeism occurs when the number of unapproved absences for reasons that are not permitted by federal or state law, exceeds three days in any three-month period. Excessive tardiness or absenteeism may be grounds for discipline, up to and including termination of employment.

DRAFT

BENEFITS

Health and Medical Insurance. The District provides a comprehensive medical, dental and vision insurance plan for Full-time introductory and Regular Employees. The District will pay an amount not less than 100% of the premium for an employee with no dependents, towards health, vision, hospital and dental insurance to cover non-occupational injuries and sickness for Full time introductory and Regular Employees. The District's contribution to the employee's health care premiums will be reviewed each year as part of the budget adoption process. The employee will be responsible for covering the remainder of insurance premiums.

Employees should contact the General Manager for additional information about these benefits. Health insurance benefits are available to new employees at the beginning of the first month following the hiring date of the employee. For example, if the employee hiring date is April 20th, health insurance benefits will be available to the employee effective May 1st.

Workers' Compensation Insurance / Industrial Leave. All District employees will be insured against work related injuries or illnesses sustained while on the job as required by State law. Employees are protected by the District's workers' compensation insurance policy while employed by the District at no cost to the employee.

Retirement Plan. The District is currently enrolled in the CalPERS Retirement plan. Upon achieving regular employee status, employees will be enrolled in the District's employee retirement plan. The cost for the CalPERS plan will be shared by employee and the District in accordance with the CalPERS policy. The District does participate in the federal Medicare program but does not participate in the federal Social Security retirement program.

EMPLOYEE INFORMATION AND RECORDS

It is important that District personnel files contain current information regarding each employee. It is a condition of employment that employees inform the District whenever there are changes in their personal data such as address, telephone number, personal email address and person(s) to notify in case of emergency.

Employees and former employees have the right to inspect their personnel file at reasonable times on reasonable notice. Employees and former employees may obtain copies of payroll records and other documents in their personnel files to the extent allowed by California law. Personnel records include those related to the employee's performance, including education or training records, or to any grievance concerning the employee. The District will make records available for inspection or provide a requested copy within 30 calendar days after receiving a written request, unless the requester and the District agree in writing to a date not more than 35 calendar days after receipt. The District may charge no more than the actual cost of reproduction for copies. Employees may add their written response to any disputed document in their personnel file within 30 days of the date of the document.

Employees may designate a representative to conduct the inspection of the personnel record or receive a copy. However, a designated representative must be authorized in writing to inspect or receive a copy of the personnel record. The District may take reasonable steps to verify the identity of the designated representative.

Personnel files are the property of the District.

Pursuant to the Workplace Know Your Rights Act (SB294), the District will separately provide all employees – both upon hire and annually thereafter – with a notice of employee rights and an opportunity to designate and update an emergency contact and indicate whether that contact should be notified if the employee is arrested or detained at the worksite, or during work hours or the performance of job duties when the District has actual knowledge of the arrest or detention. The General Manager will provide employees with the applicable designation process.

Release of Employee Information

The District is authorized to release information to verify the position, salary, and employment dates only for District employees. No other reference information will be released. Any other information, including address and phone numbers, may be released only with a written authorization from the employee. All reference inquiries regarding District employees should be referred to the General Manager. Employees will be notified of any requests for personal information unless the District is prevented from doing so by court order, federal, or state law. Legal requests for information should also be referred to the General Manager.

Medical Files

All medical information about an employee or applicant is kept in separate medical files and is treated as confidential. Access to employee or applicant medical information is strictly limited to those with a legitimate need to have such information for District business reasons, or if access is required by law, subpoena, or court order. In the case of an employee with a disability, those with a need to know may be informed about necessary restrictions on the work or duties of the employee and necessary accommodations.

DRESS AND GROOMING STANDARDS

Each employee must report to work in a manner that is hygienic and properly groomed, wearing appropriate clothing that is clean and suitable for the job.

Employees have a right to dress and be styled consistent with their gender and cultural identity. Employees may not wear clothing, jewelry or footwear that can create a safety hazard or that is unprofessional. All employees are a representative of the District in the eyes of the public and are expected to have a professional, well-groomed presence while working on the job or when representing the District at external events.

Nothing in this policy is intended to prohibit natural hair textures or protective hairstyles, including braids, locs, twists, cornrows, or similar cultural or ethnic hair or other styles. Employees may request reasonable accommodation for religious practices, cultural expression, disability, or other legally protected reasons which the District will accommodate as required by law, unless doing so would impose an undue hardship or create a safety risk.

TRAINING

Employees may request or may be assigned to attend training programs, seminars, conferences, lectures, meetings for the benefit of the District and/or for the professional development of the individual employees. Such training assignments are subject to approval by the General Manager or designee, and the training should be relevant to the

employees training and develop plan as documented in the employees' annual review. Upon approval by the General Manager or when attendance is directed by the General Manager, the District will pay for associated fees and necessary and approved training and travel expenses.

Employee attendance at assigned training activities will be considered hours worked and will be compensated in accordance with normal payroll practices.

This policy does not apply to an employee's self-sponsored attendance at formal or informal educational sessions, even if these sessions generally may lead to improved job knowledge or performance. While the District generally encourages all employees to improve their knowledge and job skills, these activities do not qualify for reimbursement or compensation under this policy unless prior written approval is obtained.

WORKERS COMPENSATION

All employees are covered from date of employment, at the District's expense, by Worker's Compensation Insurance as provided by state law. This insurance provides coverage for injury or illness related to work. Report forms are available from the General Manager. Please notify the General Manager immediately regarding any work-related injury or illness, in order to preserve this employer paid benefit. Further information will be provided at that time.

DRAFT

Return to Work

Upon submission of a medical certification that an employee can return to work after a workers' compensation leave, the employee, under most circumstances, will be reinstated to the same position held at the time the leave began, or to an equivalent position, if available.

No Discrimination, No Retaliation for Filing a Worker's Compensation Claim

No employee will be discriminated against or retaliated against due to filing a claim of entitlement to worker's compensation.

Workers' Compensation and California Family Rights Act (CFRA)

Employees who are ill or injured because of a work-related incident, and who are eligible for leave under state CFRA law will be placed on CFRA during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on CFRA for a maximum of 12 weeks in a 12-month period.

Pay for Absences from Work Through Accrued Sick Leave and Workers' Compensation Benefits

Accrued sick leave is a benefit that also covers absences for work-related illness or injury. Employees who have a work-related illness or injury are covered by workers' compensation insurance. However, workers' compensation benefits usually do not cover initial absences for medical treatment and the waiting period before worker's compensation insurance begins.

When an employee reports a work-related illness or injury, the employee will be immediately sent for medical treatment to the occupational health care location on contract with the District, or to the employees own licensed health care practitioner if they have provided this information to the General Manager, if treatment is necessary. If emergency medical care is required, a supervisor shall accompany the employee to the closest hospital with an emergency department and ensure the employee is treated as soon as possible. An employee will be paid regular wages for time spent seeking initial medical treatment.

Any further medical treatment will be under the direction of the health care provider assigned by the District unless employees have specified that they want to be treated by their own licensed medical practitioner. Any absences from work for follow-up treatment, physical therapy or other prescribed appointments will not be paid as time worked. If an employee has accrued any unused sick leave, the additional absences from work will be paid with the use of sick leave.

If an employee does not have accrued sick leave, the employee may choose to substitute vacation/unpaid time off for further absences related to the employee's illness or injury.

EMPLOYEE CONDUCT / DISCIPLINE

Employees are expected observe certain standards of job performance and good conduct. When performance or conduct does not meet District standards, the employee may be given a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the necessary correction(s), they may be subject to disciplinary action up to and including termination of employment. However, the District reserves the right to proceed directly to termination of employment, without resorting to prior disciplinary steps and without a reasonable opportunity to correct a deficiency, when the District, in its sole discretion, considers such action necessary or appropriate.

The existence and availability of this process do not change in any way the at-will nature of employment, does not grant any property interest, nor right in employment.

DRAFT

The rules established in this guideline are intended to provide employees with fair notice of what is expected of them. These rules cannot identify every type of unacceptable conduct and performance. Therefore, employees must be aware that conduct not specifically listed below, but which adversely affects the interests of the District, its employees or customers may also result in disciplinary action, and nothing here changes an employee's at-will status.

Grounds for Discipline

- Violation of any District policy, rule, regulation, ordinance, or resolution;
- Absence without authorized leave;
- Excessive absenteeism and/or tardiness as determined by the District;
- Use of an approved leave in a manner not authorized or provided for pursuant to the leave policy or other policies of the District;
- Making any false statement, omission, or misrepresentation of fact;
- Providing wrong or misleading information or other fraud in securing appointment, promotion, or maintaining employment;
- Unsatisfactory job performance;
- Inefficiency;
- Conviction of a felony. "Conviction" is interpreted to be a determination of guilt of the accused by a court, including a plea of guilty or *nolo contendre*, regardless of sentence, grant of probation, or otherwise;
- The damaging of District property, equipment, or the waste of District resources through negligence or misconduct;
- Insubordination; or insulting or demeaning the authority of a manager;
- Dishonesty;
- Theft;
- Disclosure of confidential District information to any unauthorized person or entity;
- Misuse or unauthorized use of any District property, including, but not limited to physical property, equipment, communication systems, or Intellectual Property;
- Mishandling of public funds;
- Falsifying any District record;
- Discourteous treatment of the public or other employees;
- Failure to cooperate with employee's supervisor or fellow employees;
- Violation of the District's Drug-Free Workplace Policy;
- Unapproved outside employment or activity that violates the District's policy, or other enterprise that constitutes a conflict of interest with service to the District;
- Any conduct that impairs, disrupts, or causes discredit to the District, the employee's District employment, to the public service, or other employee's employment;
- Failure to comply with OSHA Safety Standards and Agency safety policies or Illness and Injury Prevention Plan;
- Altering, falsifying, and tampering with time records, or recording time on another employee's time record;
- Abusive conduct, including malicious verbal, visual or physical actions, or the gratuitous sabotage or undermining of a person's work performance.

DRAFT

No Progressive Discipline Procedure

Avila Beach CSD has not instituted, and is not obligated to follow, a progressive discipline policy.

The District reserves the right to proceed directly to termination of employment, without resort to prior disciplinary steps, when the District, in its sole discretion, deems such action appropriate.

SEPARATION OF EMPLOYMENT

Separation of employment can be either voluntary or involuntary and may be initiated either by the employee or the District.

Voluntary Separation

An employee who wishes to resign their employment should submit written notice of resignation to the General Manager generally two weeks prior to the planned separation date. A resignation becomes final when the General Manager accepts the resignation.

Involuntary Separation / Discharge

An involuntary separation/discharge is one that is initiated by the District for any reason other than a reduction in work force. Despite this list of possible reasons, every District employee is "at-will", and as such the District reserves the right to discharge any employee for any reason or no reason, with or without cause, and with or without advance notice.

Job Abandonment

An employee is believed to have resigned from their position if they are absent for three consecutive scheduled workdays without prior authorization and notification to the General Manager, and without extraordinary circumstances that can be verified. The last day worked will be the date of separation.

The District will provide written notice to the employee of the circumstances of the job abandonment with an opportunity for the employee to provide an explanation for the unauthorized absence. An e-mail to the employee's personal email address on file with the District or, if no address has been provided, to their work email may serve as written notice. An employee who responds to the agency's written notice, (which shall be selected by the General Manager in their sole discretion) within the timeframe set forth in the written notice, can arrange for an appointment with the General Manager before final action is taken, to explain the unauthorized absence and failure of notification. The General Manager is not required to grant the request for an appointment.

An employee separated for job abandonment will be reinstated upon proof of sufficient justification, at the sole discretion of the General Manager, for the absence, such as severe accident, severe illness or false arrest.

Layoff Due to Reorganization, Economics or Lack of Work

From time to time, the General Manager may need to terminate the employment of an employee because of reorganizations, job eliminations, economic downturns, or lack of work. This is also known as a reduction in force. Employees do not receive any notice or procedure for a reduction in force unless otherwise required by applicable law.

Job Transfer

A transfer is a move from one department or division to another within the same classification and salary range. Employees will receive the same salary step in the new position as held in the former position. Approval of a transfer is subject to availability of an opening and agreement among supervisors. Should employees desire a transfer, they should discuss this with the General Manager.

Job References/Verification of Employment

All reference inquiries and verifications of employment must be referred to and approved by the General Manager. Unless the General Manager receives a written waiver signed by the employee, the District will release only the employee's dates of employment, last position held, and final salary rate.

DRAFT

LEAVE ADMINISTRATION

HOLIDAYS

Regular and Introductory employees except as otherwise provided, are eligible for the following holidays off with pay:

- New Year's Day (January 1st)
- Martin Luther King Day (Third Monday of January)
- Presidents' Day (the third Monday in February)
- Memorial Day (the last Monday in May
- Independence Day (July 4th)
- Labor Day (the first Monday in September)
- Veterans Day (November 11th)
- Thanksgiving Day (the 4th Thursday in November)
- Friday after Thanksgiving Day
- Christmas Day (December 25th)

Regular and Introductory full-time employees who are entitled to holidays receive one (1) floating holiday per calendar year that must be used during that year.

Employees entitled to paid holidays will be paid for the number of hours the employee was scheduled to work had it not been a holiday.

SICK LEAVE

Sick leave is paid leave from work that an employee may use for the following purposes:

- Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member (as used in this Sick Leave policy, "Family Member") to include a child of any age or dependency status, spouse, registered domestic partner, parent, a biological, adoptive or foster parent, stepparent, or legal guardian, parent-in-law, grandchild, grandparent or sibling.

- Diagnosis, care, or treatment of an existing health condition of, or preventative care for a "designated person". Employees are limited to one designated person per 12-month period for paid sick days.

  Time off for jury duty or witness service and qualifying victim-related proceedings, including time off to serve on a jury or appear in court in compliance with a subpoena or court order as a witness, and time off to attend qualifying judicial proceedings related to specified crimes or proceedings in which a victim's rights are at issue, as provided by law. See the District's policy titled Victims of Crime Including Qualifying Acts of Violence for further information.

The District will comply with all applicable state paid sick leave laws, and where this policy conflicts with such laws, the law will control. Employees will not be retaliated against for using paid sick leave.

Requests for Sick Leave

Requests for sick leave must be made with reasonable notice in writing, including an email, or oral notice to the General Manager. Sick leave requests should be made in advance when foreseeable. If the need for sick leave is not foreseeable, the employee must provide written or oral notice of the need for the leave as soon as possible. If the employee is required to be absent on sick leave for more than one day, the District may require reasonable updates regarding the anticipated return date. Failure to request sick leave as required by this policy without good reason, may result in the employee being treated as absent without leave.

Sick Leave Accrual

This policy applies to regular, introductory and temporary employees in all classifications.

For all employees, sick leave begins accruing at the commencement of employment with the District.

For regular and introductory full-time employees, paid sick leave accrues at the rate of 3.7 hours per biweekly pay period, based upon hours paid. Sick leave accrues on a semimonthly basis on the last day of the pay period. Employees who are in unpaid status (i.e. not at work and not using vacation or sick leave benefits) do not accrue sick time.

There are no caps on the accrual of sick leave for regular and introductory full-time employees. Any unused sick leave will be carried forward from one year to the next. The District does not pay employees in lieu of unused sick leave. Any sick leave hours unused at the time of termination of employment are forfeited and cannot be cashed out. However, previously unused sick leave will be reinstated if an employee separates from employment and is then re-hired by the District within one-year.

A part time or temporary employee who works 30 or more days within a year from the commencement of employment with the District accrues one hour of paid sick leave for every 30 hours worked. Accrued and unused sick leave carries over to the following year of employment but a part-time or temporary employee stops earning sick leave once they have accrued 80 hours or 10 workdays/shifts of such leave, whichever is greater. Any sick leave hours unused at the time of termination of employment are forfeited and cannot be cashed out.

All employees may use accrued sick leave after completing 90 days of employment subject to the limits and request provisions in this policy.

If employees exhaust available sick leave and do not report to work, the employee will not be paid for the time off. Unapproved absences beyond available leave may be considered job abandonment and may result in disciplinary action, up to and including termination.

Certification

The District may require that employees who are not temporary or extra help employees provide a physician's certification to support any absence that involves the illness of the employee or family member at the District's discretion, consistent with applicable law. All employees, including temporary, who use paid leave to address issues related to domestic violence, sexual assault, stalking, or other crimes and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

DRAFT

VACATION

This policy applies to regular and introductory employees in all classifications.

Paid vacations are accrued according to the following schedule on an annual basis:

- During the first two years of continuous work, 10 days or 80 hours.
- Three through five years of service, twelve days or 96 hours.
- Six through ten years of service, 15 days or 120 hours.
- After ten years of service, one additional day of paid vacation for each additional year of service to a maximum of 20 days.

Vacation leave accrual stops when an employee has accrued a balance of 240 hours. An employee will begin accruing hours once they have used available vacation leave.

At termination of employment for any reason, the District will compensate the employee for their accumulated vacation time at their straight time rate of pay at the time of the termination of their employment.

The District will not require an employee to take vacation time in lieu of sick leave or leave of absence during periods of illness. However, the employee may elect to take vacation time in case of extended illness where sick leave has been fully used.

If a holiday falls on a workday during an employee's vacation period, that day is considered as a paid holiday and not vacation time.

Vacations may be scheduled at any time during the year upon approval of the responsible supervisor and the General Manager. When feasible, vacation time off will be granted in accordance with staff requests, taking operational requirements into account. However, vacation requests may be denied in order to provide adequate coverage for job responsibilities and staffing requirements.

Vacation leave is provided by the District to employees for the purpose of rest, relaxation and recreation. This is a benefit and is intended as an aid in maintaining the long-term and consistent productivity and job satisfaction for the employee. As such, pay in lieu of vacation time away from work is limited to any hours over the 240 hour accrual maximum and limited to no more than 40 hours per calendar year

CALIFORNIA FAMILY RIGHTS ACT AND FEDERAL FAMILY & MEDICAL LEAVE ACT

The District wants to ensure that its employees have the time to heal from their own serious health condition(s) and/or help their family members heal from their serious health condition(s) or provide family care. In accordance with the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA), employees are provided up to 12 work weeks of unpaid family/medical leave within a 12-month period, or 26

workweeks to care for a covered military service member proportional to the employee's regularly scheduled hours. The CFRA and FMLA Leave policy may be found at Appendix A.

PREGNANCY DISABILITY LEAVE, PREGNANCY-RELATED ACCOMMODATIONS, AND REPRODUCTIVE LOSS LEAVE

Employees who are disabled because of pregnancy, childbirth or related medical conditions are provided an unpaid leave of absence for the period of disability up to a maximum of 17 1/3 weeks per pregnancy. Employees are entitled to pregnancy disability leave on a pro-rated basis proportional to an employee's average hours work. Time off needed for prenatal care, severe morning sickness, doctor ordered bed rest, childbirth other pregnancy-related conditions, and recovery from childbirth will all be counted as pregnancy disability leave. The District also provides accommodations while pregnant or after birth and reproductive loss leave as required by California law. The Pregnancy Disability Leave, Pregnancy-Related Accommodations, and Reproductive Loss Leave policy can be found at Appendix B.

VICTIMS OF CRIME INCLUDING QUALIFYING ACTS OF VIOLENCE

An employee who has experienced a Qualifying Act of Violence is entitled to time off from work to obtain relief from a court, including obtaining a restraining order to protect the employee and/or a Family Member's health, safety or welfare.

For this Policy, the following definitions apply.

"Crime" means a crime or public offense as stated in Section 13951 of the Government Code, and regardless of whether any person is arrested for, prosecuted for, or convicted of, committing the Crime.

"Designated Person" means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees are limited to one designated person per 12-month period.

"Family Member" means a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner, as those terms are defined in Government Code Section 12945.2, or Designated Person.

A "Qualifying Act of Violence" means the following, regardless of whether anyone is arrested for, prosecuted for, or convicted of any crime::

- Domestic violence;
- Sexual assault;

DRAFT

- Stalking;

- A crime that caused physical injury or that caused mental injury and a threat of physical injury; or

- An act, conduct, or pattern of conduct that includes any of the following:

    - An individual causing bodily injury or death to another individual;
    - An individual exhibiting, drawing, brandishing, or using a firearm, or other dangerous weapon, with respect to another individual; or
    - An individual using or making a reasonably perceived or actual threat to use, force against another individual to cause physical injury or death.

This definition applies regardless of whether an individual is arrested for, prosecuted for, or convicted of committing one of the acts described above.

"Relief" means a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

"Victim" means either of the following:

- An individual against whom a Qualifying Act of Violence is committed; or

- An individual against whom any crime is committed.

To take this leave, an employee who is the Victim or whose Family Member is the Victim of a Qualifying Act of Violence should provide reasonable notice before taking time. If reasonable notice is not possible, the employee should provide documentation within a reasonable time after the absence. Proof of absence may include a police report, a court order, a document from a licensed medical professional, a victim advocate, a licensed health care provider, or counselor that demonstrate that the employee was under treatment for domestic violence related trauma, or a written statement signed by the employee or an individual action on the employee' behalf that certifies the absence was for an authorized purpose.

The District will provide unpaid, but protected leave under this Policy as follows:

- To an employee, including, but not limited to, an employee who is a Victim, for the employee to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

- To an employee who is a Victim for taking time off from work to obtain or attempt to obtain Relief.

The District will provide a reasonable accommodation for an employee who is a victim or whose Family Member is a victim of a Qualifying Act of Violence and engage in a timely, good faith, and interactive process with the employee to determine whether it can provide the employee with a reasonable accommodation to ensure the employee is safe at work.

To the extent permitted by law, the District will maintain the confidentiality of any employee requesting this leave.

The employee may elect to use any available paid or unpaid leave time.

Consistent with CFRA, if an employee requires leave for reasons in the section above, the employee is limited to a total of 12 weeks of leave for such purpose. The District will concurrently designate leave under this Policy as CFRA leave, if the employee would otherwise have been eligible for such leave.

An employee who exhausts the CFRA leave to which they are entitled due to use of leave under this Policy does not have a right to leave under this Policy until the employee possesses additional CFRA leave

The District will not discriminate or retaliate against an employee based on the employee's request to use leave for the purposes of this policy, nor will it discriminate against an employee because of the employee's or the employee's Family Member's status as a Victim if the employee provides notice or the District has actual knowledge of the employee's status.

For more information regarding this leave contact the General Manager.

MILITARY LEAVE

Military leave will be granted according to federal and state law. An employee requesting leave for this purpose should promptly notify the General Manager with a copy of the military orders specifying the dates, site, and purpose of the activity or mission. Within the limits of these orders, the General Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave.

VOLUNTEER SERVICE LEAVE

Civil Service Volunteers called away during work hours to help in an emergency or go through training will receive unpaid leave. Such employees are responsible for providing reasonable notice to the General Manager as emergencies or the need for such leave arises. The District understand this might not be possible, depending on the emergency. Certification of Civil Service Volunteer status must be provided at the time of request for such leave.

BEREAVEMENT LEAVE

All employees who have been employed by the District for at least 30 days are entitled to five (5) days of paid bereavement leave in the event of the death of a "family member". A "family member" means a spouse, domestic partner, child, stepchild, parent, grandparent, grandchild, sibling, parent-in-law,, aunt/uncle, niece/nephew, or, effective January 1, 2027, designated person (any individual related to the employee by blood or whose association with the employee is the equivalent of a family relationship). The designated person may be identified by the employee at the time they request leave. The District limits an employee to one designated person per 12-month period for bereavement leave. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation such as incentives, commissions, bonuses, overtime or shift differentials.

An employee may use vacation, or accrued and available sick leave to extend bereavement leave beyond five (5) days. An employee who utilizes bereavement leave must notify the General Manager of the intent to use such leave. Employees may use bereavement leave on a non-consecutive basis in the three (3) months that follow that date of death of the "family member.

An employee requesting bereavement leave should notify their supervisor as soon as they know of the need for the leave. The District may request a death certificate, a published obituary, or written verification of death burial or memorial service.

DRAFT

JURY DUTY AND WITNESS LEAVE

An employee will not be subjected to discharge, discrimination or retaliation for taking time off to serve as required by law on an inquest jury or trial jury, if the employee, prior to taking the time off, gives reasonable notice to the District that they are required to serve. While serving on a jury, the employee will be on a paid leave of absence for up to five days of jury duty service. For hourly employees, jury duty in excess of five days is unpaid unless the employee elects to use available paid sick leave or other applicable leave, as permitted by law. Exempt employees will receive up to five working days, as well as pay for any additional days in a week in which an employee works. If an exempt employee does not work at all during a week (beyond the first five days), those days will be unpaid unless available paid sick leave or other applicable paid leave is used, as permitted by law.

If work time remains after any day of jury selection or jury duty, the employee must return to work for the remainder of their work schedule. Employees are expected to report for work whenever the court schedule permits and to submit to the District any compensation, excluding mileage and parking reimbursement, received from the court. In no event will double pay to the employee result from court duty. The District will not compensate the employee for mileage or meal expenses. An employee will

not be subjected to discharge, discrimination or retaliation for taking paid or unpaid time off to appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding.

TIME OFF TO VOTE

Any employee who does not have sufficient time outside of working hours to vote, may request up to two (2) hours of paid leave either at the beginning or end of scheduled working hours to enable them to vote. The employee must request time off to vote from the General Manager at least two (2) working days prior to Election Day to arrange a voting time.

SCHOOL APPEARANCE LEAVE

Employees will receive unpaid leave if required to appear at their child or ward's school in connection with disciplinary action by the school. The leave is unpaid but vacation or personal time may be used.

DRAFT

CONFIRMATION OF RECEIPT

I have received my copy of the Avila Beach Community Services District Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with all the policies and procedures contained in the handbook, particularly the Policy on Harassment.

I understand that my employment is At-Will and either I or the District may terminate the relationship at any time, with or without cause or notice. Nothing in this Handbook creates a contract of employment or alters the At-Will nature of employment.

I understand that the District may modify, revoke, suspend, terminate, or change any policies or practices at any time, with or without notice, except as required by law. I also understand that I will be notified of changes made to the Handbook and that the District reserves the right to change my hours, wages, and working conditions at any time.

I understand and agree that no manager or representative of the Avila Beach Community Services District has authority to enter into any agreement, express or implied, for employment for any specific period, or to alter the at-will nature of employment. Only the General Manager has the authority to make any such agreement and then only in writing, signed by the General Manager. I acknowledge that I have received this handbook and understand that it is my responsibility to comply with the policies contained here.

DRAFT

_____ _____

Signature of Employee Date

_____

Employee Name (Printed)

APPENDIX A

Policy Title: California Family Rights Act (CFRA) (and Federal Family and Medical Leave Act)
Date Adopted: November 2026
Date Amended:

Policy

The District provides family and medical care leave for eligible employees as required by federal and state law. FMLA and CFRA leave is referred to herein as "Leave" unless specified. Depending on the employee's reason for leave, the employee may be eligible for both FMLA leave and CFRA leave, which will run concurrently. For additional information about eligibility for FMLA/CFRA leave and how they may or may not interact, contact the General Manager.

Eligibility

Eligible employees are those employees employed at least twelve (12) months with the District and who have worked at least 1,250 hours in the preceding twelve (12) months at the District. (The work qualification of twelve (12) months and at least 1,250 hours does not apply to Pregnancy Disability Leave.) For purposes of calculating the 12-month period during which 12 weeks of leave may be taken, the District will use a rolling 12-month period measured backward from the date an employee uses Leave (each time an employee takes Leave, the remaining leave is the balance of the 12 weeks not used during the immediately preceding 12 months).

Serious health condition: A serious health condition means an illness, injury, impairment, or physical or mental condition that involves one of the following:

- Inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care;
- A period of incapacity of more than three (3) consecutive calendar days that involves (a) treatment two or more times by a health care provider or (b) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
- A period of incapacity due to pregnancy or for prenatal care (for employee's qualifying family member);
- For the FMLA only, for incapacity due to pregnancy, prenatal medical care, or childbirth. For California law regarding the employee's own pregnancy and pregnancy-related condition see: Pregnancy Disability Leave policy, Appendix B.
- A chronic condition which (a) requires periodic visits for treatment by a heath care provider, (b) continues over an extended period, and (c) may cause episodic rather than a continuing period of incapacity (e. g. asthma, diabetes, epilepsy, etc.);
- A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, and the employee or family member is under the

continuing supervision of a health care provider (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease); or

- Any period of absence to receive multiple treatments by a health care provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in the period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

Qualified health care providers include doctors of medicine or osteopathy, podiatrists, dentists, clinical psychologists, optometrists, chiropractors, alternative health care providers, nurse practitioners, nurse-midwives, clinical social workers, and physicians' assistants authorized to practice under State law and performing within the scope of their practice under state law.

Leave Allowed

Employees may be entitled to twelve (12) weeks of unpaid leave during a twelve (12) -month period for one or more of the following reasons:

- Child Bonding Leave: For birth of the employee's child and to care for the employee's newborn child or for placement of a child with employee for adoption or foster care (Note that Leave taken for the birth, adoption, or foster care placement of a child must be concluded within one (1) year of the birth, adoption or placement);

- For employee's own serious health condition that makes the employee unable to perform the functions of their job.

- To care for an employee's spouse, registered domestic partner (CFRA only), child, parent, parent-in-law (CFRA only), grandparent (CFRA only), grandchild (CFRA only), sibling (CFRA only), or any Designated Person (CFRA only; someone else with a blood or family-like relationship with the employee. The employee may identify this individual at the time the request leave. Employees are limited to one designated person per 12-month period) who has a serious health condition or who is receiving treatment for substance abuse;

- For a variety of "qualifying exigencies" arising out of an employee's spouse, domestic partner, child, or parent related to covered active duty or a call to covered active-duty service in the Armed Forces of the United States

- For a Qualifying Act of Violence, as stated in the District's Handbook at the section titled "Victims of Crime Including Qualifying Acts of Violence" (CFRA only).

Procedures

Employees who want to take Leave should inform the General Manager at least thirty (30) days prior to initiating the leave if need for the leave is foreseeable and if not, notice must be given as soon as possible. Employees will provide the General Manager with a medical certification signed by a health care provider. The General Manager will notify the employee within five (5) working days after receiving notice from employee if the employee is qualified for leave.

When seeking certification of a serious medical condition, an employee should ensure that the certification is completed by a qualified health care provider contains the following:

- Date of commencement of the serious health condition;
- Probable duration of the condition; and
- Inability of the employee to work at all or perform any one or more of the essential functions of their position because of the serious health condition.

Employees have 15 calendar days from District's request for certification to provide it to the District, unless it is not practical to do so. The District may require recertification from the health care provider if the employee requests additional leave upon expiration of the time period in the original certification. If the employee does not provide medical certification in a timely manner to substantiate the need for Leave, District may delay approval of the leave, or continuation thereof, until certification is received. If certification is never received, the leave may not be considered FMLA leave.

If taking intermittent leave or working a reduced schedule, certification should include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule. If an employee is taking a leave for the birth, adoption or foster care placement of a child, the basic minimum duration of the leave is two (2) weeks (with no more than two (2) exceptions), and they must complete the leave within one year of the birth or placement for adoption or foster care.

When both parents are employed by the District and request simultaneous leave for the birth or placement for adoption or foster care of a child, the District will approve 12 workweeks of family/medical leave for each employee.

If leave is requested to care for a child, parent, spouse or the employee with a serious health condition, there is no minimum amount of leave that must be taken. However, compliance with the notice and medical certification provisions in this policy is required.

If the Leave request is for the employee's own serious health condition, the District may ask for a second opinion. The District will pay for the certification from a second doctor, which the District will select. If there is a conflict between the original certification and the second opinion, the District may require the opinion of a third doctor. The District and the employee will jointly select the third doctor, and the District will pay for the opinion. The third opinion will be considered final.

Maintenance of Benefits

Employees on Leave will be allowed to continue participating in any health and welfare benefit plans in which they were enrolled in before the first day of the Leave (for a maximum of 12 workweeks) at the level and under the conditions of coverage as if the employee had continued in employment for the duration of such Leave. The District will continue to make the same premium contribution as if the employee had continued working. The continued participation in health benefits begins on the date leave first begins. In some instances, the District may recover premiums paid to maintain health coverage if the employee fails to return to work following leave.

In the event the District provides a new health plan or benefits or changes health benefits or plans while the employee is on Leave, the District will give written notice that the employee is subject to the new or changed plan/benefits to the same extent as if the employee were not on Leave. Certain types of earned benefits such as vacation, sick, and holidays may not be accrued during the leave period. However, the use of family care leave will not be considered a break in service when vesting or eligibility to participate in benefit programs is being determined.

Return to Work and Job Restoration

If an employee is on leave because of their own serious health condition, the District will require a medical release to return to work form or certification from a health care provider that the employee is able to resume work. Failure to provide a release to return to work may result in denial of reinstatement until the certificate is obtained.

The employee is entitled to the same or equivalent position at the same or similar geographic location with equivalent benefits and pay. An employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

Use of Paid and Unpaid Leave

If an employee has accrued paid leave – sick and/or vacation – of less than twelve (12) weeks, the employee will use paid leave first and take the remainder of the twelve weeks as unpaid leave. When on any protected medical leave, employees are required to use available eligible accrued leaves, when permissible. The use of vacation or sick leave for FMLA/CFRA leave does not extend the duration of the Leave. For example, the fact that an employee uses two weeks of vacation during a CFRA/FMLA leave does not extend the maximum duration of the FMLA/CFRA leave beyond twelve weeks.

Intermittent Leave and Reduced Work Schedules

In certain cases, intermittent use of the twelve (12) weeks of family care leave or a part of a reduced work week may be allowable. Employees wishing to use leave intermittently or to utilize a reduced work week for birth or adoption purposes will need to approval for such use from the General Manager. Employees may also use family care leave intermittently or as part of a reduced work week whenever it is medically necessary. If the need to use leave is foreseeable and based on pre-planned and pre-scheduled medical treatment, then the employee is responsible to schedule the treatment in a manner that does not unduly disrupt the District's operations. This provision is subject to the approval of the health care provider.

No Retaliation

The District will not discriminate or retaliate against an employee for having exercised or attempted to exercise FMLA/CFRA rights or giving information or testimony regarding an employee's FMLA/CFRA leave, or that of another person, in any inquiry or proceeding related to any right guaranteed under FMLA/CFRA, in accordance with applicable law.

APPENDIX B

Policy Title: California Pregnancy Disability Leave (PDL), Pregnancy-Related Accommodations, and Reproductive Loss Leave
Date Adopted: November 2026
Date Amended:

Policy

An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave. Employees who take time off for pregnancy disability and who are eligible for FMLA will be placed on FMLA that runs at the same time as their PDL.

A pregnancy disability is a medical condition related to pregnancy or childbirth that prevents employees from performing the essential duties of their job, or if the job would cause undue risk to the mother or their pregnancy's successful completion. PDL is available when an employee is actually disabled. This includes time off needed for prenatal or postnatal care, severe morning sickness, doctor-ordered bed rest, childbirth, recovery from childbirth, loss or end of pregnancy, or any other related medical condition. The leave may be taken intermittently or on a reduced schedule. Employees are eligible for PDL from their first day of employment.

Employees must provide the District with certification from a healthcare provider if seeking PDL or reasonable accommodations due to pregnancy, childbirth, or a related condition. The employee is required to obtain a certification from their health care professional of their pregnancy disability or the medical advisability for a transfer or reasonable accommodation. The certification should include at least:

- The date on which the employee became disabled due to the pregnancy or the date of the medical advisability for the transfer or reasonable accommodation;
- The probable duration of the period(s) of disability or the period(s) for the transfer or reasonable accommodation; and
- A statement that indicates the impact on work of the disability, such as the employee is unable to perform specific job functions without undue risk to themselves or the successful completion of their pregnancy; to ensure the safety of others in the workplace; or that is medically recommended that the employee be transferred away from any department with exposure to chemicals, etc.

If requested and recommended by a health care professional, work assignments may be changed as required to protect the health and safety of the employee and child. Requests for transfers may be reasonably accommodated.

PDL is not intended for "baby bonding time." Once no longer disabled by pregnancy per medical certification, employees are no longer eligible for PDL. Employees may, however, be granted additional family and medical leave. Please refer to Appendix A, California Family Rights Act (CFRA) for more information.

Procedures
It is the employee's responsibility to provide at least 30-days' advance notice to the General Manager, or as much notice as practicable, before a leave is to begin.

When this is not possible, the employee must provide the requested certification to the District within the time frame requested (at least 15 calendar days), unless it is not practicable under the circumstances to do so despite the employee's diligent, good faith efforts. However, employees may not be required to provide documentation for intermittent and recurring absences for pregnancy related reasons, such as morning sickness.

Once intermittent leave has been designated, employees are responsible for providng as much advance notice as possible about absences to their supervisor. Unforeseeable intermittent leaves must be reported in advance of the impact on work. All intermittent absences should be reported as related to the previously designated serious health condition prior to the impact of the absence on work.

Compensation During Leave
PDL is without pay. However, the employee may use accrued paid leave. PDL will be treated as any other disability leave and may entitle the employee to short-term/long-term disability benefits or an accommodation of additional unpaid leave requested by the employee and granted by the District Manager.

Benefits During Leave
While on PDL, the employee is entitled to continued coverage in group health insurance and supplemental policies to the same extent as when the employee was working. To maintain this coverage, employees are required to timely pay the full employee contribution to maintain their group health plan coverage, either through payroll deduction or by paying the District directly. The District may recover premiums it paid to maintain health coverage if an employee does not return to work following PDL. Employees may also arrange with the General Manager for payment of any other payroll deductions. Any payments made by the District for the employee contribution will be collected from the employee by the District. The District may recover its portion of any group health, dental, and vision insurance premiums paid if the employee fails to return from leave under the circumstances described in applicable state or federal leave laws.

Paid leave does not accrue while an employee is on unpaid PDL.

Reinstatement
At the conclusion of the approved PDL, the employee will be returned to their former position or to an equivalent position. When ready to return from pregnancy disability leave employees must provide to the General Manager a medical release to return to work prior to beginning any work activity.

If the end of the 17 1/3 weeks leave period has been reached, and CFRA baby bonding (if eligible and leave is available) has been utilized, and the employee is unable to return to their regular position for continuing health reasons, the District will engage in a timely, good-faith interactive process with the employee for reasonable accommodation based on the employee's rights under the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA) with the primary goal to return the employee to work, with or without reasonable accommodation, first to the original job assignment, and, as a last resort, to an alternate non-promotional vacancy with priority candidacy placement rights if the employee meets the minimum qualification of the position and is found to be able to complete all essential job functions of the vacancy with or without accommodation. The General Manager, in consultation with the employee, their supervisor/lead, and health care professional, will decide as to whether an accommodation can be made as provided. This may include approval of an extended sick leave.

If, after all reasonable accommodation efforts have been exhausted, and the employee is not available to return to work, even to an alternative job placement, the District may consider a medical separation from employment.

Leave For Reproductive Loss
The District provides employees who have been employed at least 30 calendar days with Reproductive Loss Leave, in the event of a "Reproductive Loss Event".

"Reproductive Loss Event" means the day or, for a multiple-day event, the final day of a Failed Adoption, Failed Surrogacy, Miscarriage, Stillbirth, or an Unsuccessful Assisted Reproduction, as those terms are defined below:

- "Failed Adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.

- "Failed Surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.

- "Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.

- "Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

- "Unsuccessful Assisted Reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. Assisted reproduction does not include reproduction through sexual intercourse. This event applies to a person, the person's current spouse or domestic partner, or another

individual, if the person would have been a parent of a child born as a result of the pregnancy.

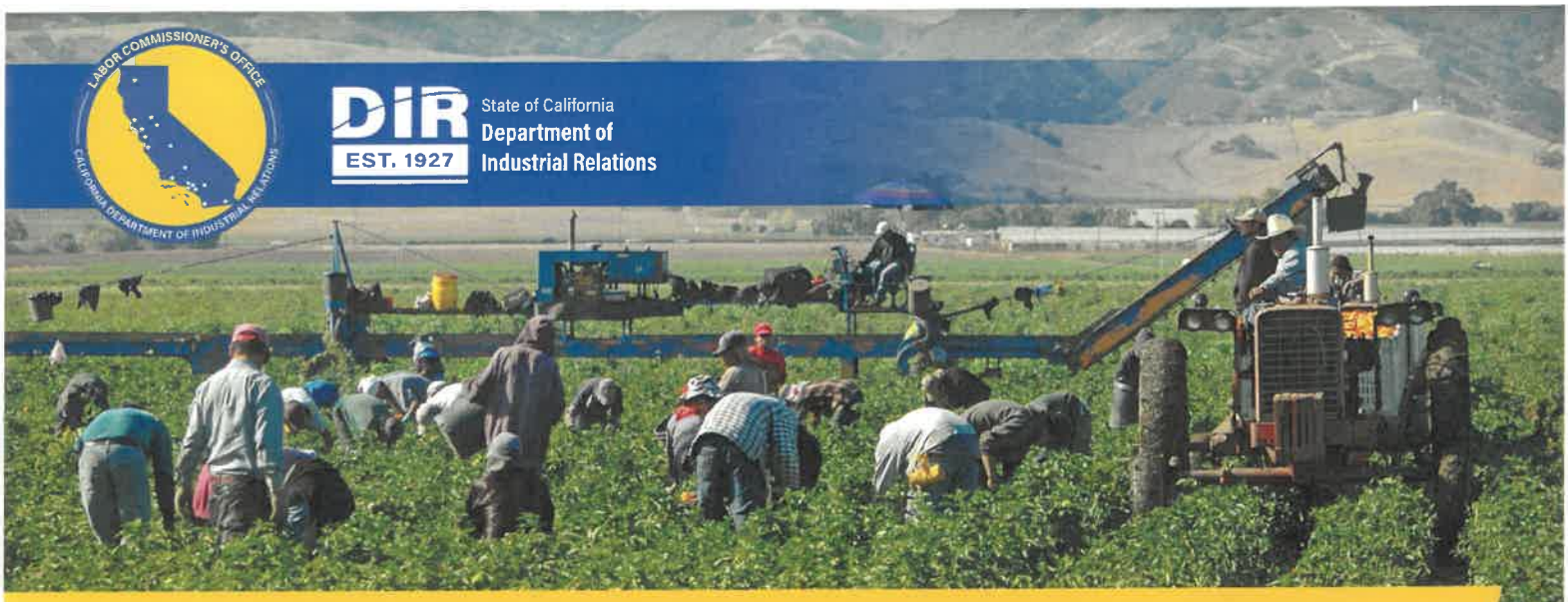
Reproductive Loss Leave may be taken for up to five (5) days per Reproductive Loss Event. Reproductive Loss Leave is not required to be taken consecutively, but such leave must be taken within three (3) months of the Reproductive Loss Event, with the exception that, if an employee is on California Family Rights Act ("CFRA") leave, Pregnancy Disability Leave ("PDL"), or another leave protected by state or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use Reproductive Loss Leave within three (3) months of the end date of the other protected leave.

If an employee experiences more than one Reproductive Loss Event within a 12-month period, the District will provide Reproductive Loss Leave up to a maximum of 20 days within a 12-month period.

Reproductive Loss Leave is unpaid, but employees may elect to use accrued paid leaves, such as sick leave, personal leave, or vacation to provide for their compensation while on Reproductive Loss Leave.

The District does not require any documentation by a physician or otherwise to certify a Reproductive Loss Leave. Employees need only inform the General Manager that they are taking a leave pursuant to the District's Reproductive Loss Leave policy. The District will maintain the confidentiality of any employee who requests to use or uses Reproductive Loss Leave, and the District will not disclose such information other than to internal personnel on a need-to-know basis, or as required by law.

DIR State of California Department of Industrial Relations EST. 1927



California Workplace - Know Your Rights

As a worker in California, you are entitled to know and exercise your workplace and constitutional rights. Labor laws, including but not limited to standards for wages, hours, and health and safety, apply to all workers in the state *regardless of immigration status.*

It is against the law for your employer to retaliate against you for exercising your rights, including:

- Filing a complaint with the Labor Commissioner, Cal/OSHA, the Civil Rights Department, or another government agency.
- Asking about your employer's compliance with federal, state, or local law.
- Talking with others about their rights or helping them exercise their rights under federal, state, or local law.

Examples of illegal retaliation include firing you, reducing your work hours, or threatening to report you or a relative to immigration authorities because you exercised your rights.



Workplace Protections Related to Immigration Status

Your right to Notice of Immigration Inspections *(Labor Code § 90.2)*

If your employer receives notice of an upcoming immigration agency's inspection of I-9 Employment Eligibility Verification forms or other employment records, your employer must post a notice informing workers and their union representative, if applicable, within 72 hours of receiving that notice.

Your protections against unfair immigration-related practices *(Labor Code §§ 1019-1019.2)*

Under California law, it is unlawful for employers to retaliate against you or threaten immigration-related action when you exercise your rights. An employer is prohibited from taking any of the following actions because you exercised your rights:

- Refusing to accept identification documents during the I-9 process (proof of ID and federal permission to work) that appear to be genuine.
- Using E-Verify in a way not required or authorized by law.
  - For example, using E-Verify to reverify employment eligibility for an employee when not legally required to do so or screening only specific workers rather than all workers in a workplace without a legitimate basis for doing so.
- Reporting or threatening to report you or your family to immigration authorities.
- Filing or threatening to file any false report to the police or a state or federal agency.



Your right to designate an emergency contact *(Labor Code § 1555)*

Your employer **must** allow you to provide them with emergency contact information and to indicate if you want the emergency contact to be notified if you are arrested or detained at work. If you are arrested or detained at work and your employer has knowledge of it, they **must** notify your designated emergency contact if you choose that option.



Your right to organize a union or engage in protected activity in the workplace

Most employees in California have the right to organize, join, or participate in union activities. Employees also have the right to jointly act with co-workers to address work-related issues and concerns to improve working conditions or for the purpose of collective bargaining. **This means you have the right to join with coworkers to request better working conditions or raise work-related concerns, including about wages, hours, health and safety, and other terms of employment.** You also have the right to not participate in union activities or protected activities. It is illegal for your employer to:

- Interfere with or discourage your union activity or protected activities.
- Threaten you, or retaliate or discriminate against you, because of your union support or protected activities.



Your rights when interacting with law enforcement, including immigration agents, in the workplace

California workers have certain rights and protections under the U.S. Constitution, ***regardless of their immigration status***, including when law enforcement (including a federal immigration agent) approaches you. In addition, under California law, state and local law enforcement cannot assist federal agencies such as ICE with immigration enforcement in most circumstances.

Your right to be free from unreasonable searches *(U.S. Constitution, 4th Amendment)*



- If law enforcement, including immigration agents, ask if they can search you or your personal belongings, unless they have a judicial warrant specifically authorizing a search of your person or your personal belongings, you have the right to say no.
- If the officer conducts the search, even if you say no – remain calm, do not physically resist, and do not run.

Law enforcement can enter *public areas* without a warrant. Public areas may include a lobby, waiting room, public dining area, or parking lot of a workplace. In most circumstances, law enforcement needs a judicial warrant, signed by a judge, to enter *non-public areas* of your workplace without consent. Non-public areas may include a breakroom, employee restroom, workspace, or any area marked as employees only. Administrative forms, such as an I-200 or I-205, are not a judicial warrant.



In California, your employer is prohibited from providing voluntary consent to an immigration enforcement agent to enter *non-public* areas of the workplace. Without a judicial warrant, your employer must refuse entry to immigration enforcement to *non-public* areas of the workplace.

More detailed information can be found in the DOJ's and LCO's joint Immigrant Worker Protection Act FAQ (https://oag.ca.gov/system/files/media/ab450-faqs.pdf).

Your right to be free from unreasonable seizures *(U.S. Constitution, 4th Amendment)*

- You are protected against unreasonable seizures, which includes detaining or arresting you.
- Law enforcement must have a reasonable suspicion of wrongdoing before they can stop and question or search you. You can ask "Am I being detained?" or "Am I free to leave?" If the officer says that you are not being detained or you are free to leave, then you can walk away calmly.
- An arrest requires probable cause and occurs when a person is taken into custody by law enforcement officers.
- Law enforcement agents do not need a judge-signed warrant to arrest someone in public.
- You have the right to speak to a lawyer if you are arrested. You may be pressured to sign documents. You do not have to sign anything without speaking to an attorney.

Your right to remain silent *(U.S. Constitution, 5th Amendment)*



- Anything you say to law enforcement officers can be used against you in court.
- You have the right to remain silent, even if you are asked about your immigration status.
- If you wish to remain silent, clearly state so, request to speak with an attorney **and then remain silent**.
- Do not provide false information, false identification, or false documents to an officer. Providing false documents is a federal offense and may carry severe immigration consequences for noncitizens.

Your right to record interactions with law enforcement in public spaces under the 1st Amendment

The public has the right to observe and record officers and government officials carrying out their duties in public. If you choose to record, you should stand a safe distance away and do not interfere with the officer's actions. Physical obstruction or verbal escalation can put your safety at risk and may lead to criminal charges.

Access to legal representation

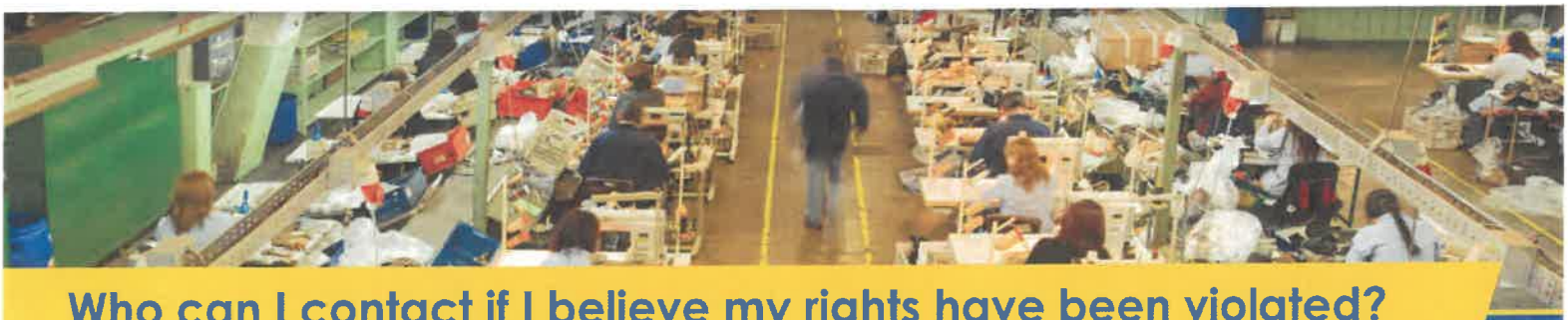
If you are arrested, you have the right to an attorney. If you cannot afford an attorney, you can get a government-appointed attorney to represent you in a criminal case.

However, if you are arrested by U.S. Immigration and Customs Enforcement (ICE) or U.S. Customs and Border Protection (CBP), which includes Border Patrol, for civil immigration violations, you have the right to consult with a lawyer, but the government is not required to provide a lawyer for you. If you are arrested by ICE or CBP, you may invoke your right to speak with an attorney before saying or signing anything. You may also ask to speak to your consulate who may provide assistance.



Workers' Compensation

You have the right to workers' compensation benefits if you are injured or become ill because of your job. The benefits provide you with medical care for your injury/illness, partially replace the wages you lose while you are recovering, and help you return to work. For additional information, visit www.dir.ca.gov/dwc/ or call 1-800-736-7401.



Who can I contact if I believe my rights have been violated?

If you believe your rights have been violated, below is a list of government agencies where you can seek assistance:

California Department of Industrial Relations (DIR):

California Labor Commissioner's Office (LCO)

Information: (833) LCO-INFO (833-526-4636)
Immigration helpline: (855) 526-7775
www.dir.ca.gov/dlse/

California Division of Occupational Safety and Health (Cal/OSHA)

(833) 579-0927
https://www.dir.ca.gov/dosh/

California Division of Workers Compensation (DWC)

(800) 736-7401
dir.ca.gov/dwc/

Other California Agencies:

California Attorney General (AG)

(800) 952-5225
www.oag.ca.gov

California Civil Rights Department (CRD)

(800) 884-1684
calcivilrights.ca.gov/

California Agricultural Employees
Agricultural Labor Relations Board (ALRB)

(800) 449-3699
www.alrb.ca.gov

California Public Sector Employees and Transportation Network Company Drivers
Public Employment Relations Board (PERB)

(916) 322-3198
perb.ca.gov

Federal Agencies:

Private Sector Employees
National Labor Relations Board (NLRB):

(844) 762-6572
www.nlrb.gov

Federal Employees
U.S. Federal Labor Relations Authority (FLRA):

(771) 444-5801
https://www.flra.gov/

Railway and Airline Employees
National Mediation Board (NMB):

(202) 692-5000
https://nmb.gov/NMB_Application/

Non-Governmental Organizations:

You may also contact a nonprofit legal or community-based organization for assistance. For a list of organizations that partner with state agencies to help workers to understand their rights, scan the QR code to the right, or visit www.dir.ca.gov/dlse/Nonprofit-Legal-and-Community-Based-Organizations-Serving-Workers.html.

Avila Beach Community Services District
Workplace Know Your Rights Notice and Emergency Contact Designation

Employee Name: _____

Date: _____

Workplace Know Your Rights Notice

California's Workplace Know Your Rights Act requires employers to provide employees with a written notice regarding certain workplace and constitutional rights.

Attached is the California Labor Commissioner's current California Workplace – Know Your Rights notice. The notice includes information regarding, among other things:

- Workers' compensation rights;
- notice of immigration-related inspections;
- protections against unfair immigration-related practices;
- rights to organize or engage in protected activity;
- rights when interacting with law enforcement in the workplace; and
- the right to designate an emergency contact for certain arrests or detentions.

The attached Labor Commissioner notice is the District's required Workplace Know Your Rights notice. Please retain a copy for your records.

Acknowledgment of Receipt

I acknowledge that I received the California Workplace – Know Your Rights notice.

Employee Signature: _____

Date: _____

Your signature acknowledges receipt only and does not waive or limit any rights provided by law.

Avila Beach Community Services District
Emergency Contact Designation for Arrest or Detention

California law allows you to designate an emergency contact and indicate whether you want the District to notify that person if you are arrested or detained:

- at the District/worksite; or
- away from the worksite during work hours or while performing job duties, if the District has actual knowledge of the arrest or detention.

Your election is voluntary and may be changed at any time during your employment.

Election

Please select one:

☐ YES. I want the District to notify the emergency contact identified below if I am arrested or detained under the circumstances described above.
☐ NO. I do not want the District to notify an emergency contact for this purpose at this time.

Designated Emergency Contact

Name: _____

Relationship: _____

Primary Telephone: _____

Alternate Telephone/Email: _____

☐ This is the same emergency contact already identified in my HR records.
☐ This designation replaces or supplements the emergency-contact information currently maintained by HR for purposes of arrest/detention notification.

I understand that I may update this designation at any time by contacting Human Resources.

Employee Signature: _____

Date: _____

HR Use Only

Date Received: _____
HR Representative: _____
HR System/Record Updated: [ ] Yes [ ] N/A