

North Tahoe Public Utility District Code of Ordinances

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CHAPTER 1 GENERAL PROVISIONS

1.05 Use of District Owned or Operated Property

1.05.010 Definitions

A. “Commercial Activity” shall mean any activity or action, undertaken in whole or in part by one or more business entities and/or individuals, whose purpose in whole or in part, directly or indirectly, is to derive or realize a present or future financial gain for the individual(s) or business entity or entities.

Commercial Activity shall include, but not be limited to, conducting any concession activities on District owned or operated property, conducting rentals or sales on District owned or operated property, transporting, launching or retrieving rented or sold equipment to or from District owned or operated property on behalf of a business entity or its customers, placing any personnel on District owned or operated property for any purpose whatsoever, including monitoring, placing any signs on District owned or operated property, or conducting sales activities that utilize District owned or operated property or facilities to complete the terms of a sale or provide a service as a result of the sale.

B. “Group Activity” shall mean any organized activity of ten or more individuals, whether recreational, non-profit, commercial or otherwise, involving the use or planned use of District owned or operated property or facilities.

C. “Demonstration” includes the parading, picketing, selling of non-commercial printed matter or materials, marching, moving in procession, holding of vigils, and engaging in other like forms of activity which involve the communication of views or grievances, orally or by conduct and which has the effect, intent or propensity to draw a crowd or onlookers.

1.05.020 Prohibition of Commercial Activity, Group Activity, Demonstrations or Inconsistent Activities Without Permit

No business or individual shall conduct a Commercial Activity, Group Activity or Demonstration, solicit, sell, hawk, or peddle any goods, wares, merchandise, services, liquids, or edibles for human consumption, distribute circulars or conduct any activity which impacts or effects property operations, facility use or visitor safety on District owned or operated property without first obtaining a permit from the District and complying with all conditions of the permit.

1.05.030 Applicability of Fees and Charges

Any activities permitted by the District shall be subject to fees and charges set by the District for said activities, as well as other conditions of approval.

1.05.040 Applicability of Regulations of Property Owner other than District

Where the District operates property owned by other agencies, any user of said property shall, in addition to complying with District regulations for use of District operated property, comply with all applicable regulations of the owning agency. Where activities are regulated by both the District and the owning agency, the most restrictive of the regulations shall apply.

CHAPTER 2 ADMINISTRATION

2.05 Conflict of Interest Code

2.05.010 Definitions

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (2 Cal. Code of Regs. Sections 18100, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

2.05.020 Designated Employees

The persons holding positions listed in this Section are designated employees. It has been determined that these persons make or participate in the making of decisions which it is foreseeable that they may have a material effect on financial interests.

Designated Positions	Disclosure Category
BOARD OF DIRECTORS	1
RECREATION AND PARKS COMMISSION	1
GENERAL MANAGER/CEO-TREASURER (CEO)	1
ACCOUNTANT/CHIEF FINANCIAL OFFICER (CFO)	1
DISTRICT LEGAL COUNSEL	2
PUBLIC WORKS DIRECTOR	2
CHIEF ENGINEER	2
CONFERENCE SERVICES DIRECTOR	2
UTILITY OPERATIONS MANAGER	2
PARKS & FACILITIES MANAGER	2

2.05.030 Disclosure Categories

This code does not establish any disclosure obligation for those designated employees who are also specified in Government Code section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their financial interests pursuant to article 2 of chapter 7 of the Political Reform Act, Government Code sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under Article 2 of Chapter 7 of the Political Reform Act, Government Code section 87200; and

(C) The filing officer is the same for both agencies. 1/

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of financial interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those financial interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the financial interests set forth in a designated employee's disclosure categories are the kinds of financial interests which he or she can foreseeably affect materially through the conduct of his or her office.

2.05.040 Statements of Economic Interests: Place of Filing

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.2/

2.05.050 Statements of Economic Interests: Time of Filing

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

2.05.0550 Statements for Persons Who Resign Prior to Assuming Office

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

- (1) File a written resignation with the appointing power; and
- (2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

2.05.060 Contents of and Period Covered by Statements of Economic Interests

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

2.05.070 Manner of Reporting

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property 3/ is required to be reported, 4/ the statement shall contain the following:

1. A statement of the nature of the investment or interest;
2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;
3. The address or other precise location of the real property;
4. A statement whether the fair market value of the investment or interest in real property exceeds one thousand dollars (\$1,000), exceeds ten thousand dollars (\$10,000), or exceeds one hundred thousand dollars (\$100,000).

(B) Personal Income Disclosure. When personal income is required to be reported, 5/ the statement shall contain:

1. The name and address of each source of income aggregating two hundred fifty dollars (\$250) or more in value, or fifty dollars (\$50) or more in value if the income was a gift, and a general description of the business activity, if any, of each source.
2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was one thousand dollars (\$1,000) or less, greater than one thousand dollars (\$1,000), or greater than ten thousand dollars (\$10,000);
3. A description of the consideration, if any, for which the income was received;
4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;
5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, 6/ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of 0gross receipts from such person was equal to or greater than ten thousand dollars (\$10,000).

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

2.05.080 Prohibition on Receipt of Honoraria

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (a), (b), and (c) of Government Code Section 89501 shall apply to the prohibitions in this section.

This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Government Code Section 89506.

2.05.081 Prohibition on Receipt of Gifts in Excess of \$300

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$300 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests. This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

Subdivisions (e), (f), and (g) of Government Code Section 89503 shall apply to the prohibitions in this section.

2.05.082 Loans to Public Officials

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed two hundred fifty dollars (\$250) at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

2.05.083 Loan Terms

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of five hundred dollars (\$500) or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

2.05.084 Personal Loans

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of one hundred dollars (\$100) or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than two hundred fifty dollars (\$250) during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.
3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

2.05.090 Disqualification

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth one thousand dollars (\$1,000) or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth one thousand dollars (\$1,000) or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating two hundred fifty dollars (\$250) or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$300 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

2.05.093 Legally Required Participation

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

2.05.095 Disqualification of State Officers and Employees

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value one thousand dollars (\$1,000) or more.

2.05.100 Manner of Disqualification

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act must be accompanied by disclosure of the disqualifying interest. In the case of a voting body, this determination and disclosure shall be made part of the agency's official record; in the case of a designated employee who is the head of an agency, this determination and disclosure shall be made in writing to his or her appointing authority; and in the case of other designated employees, this determination and disclosure shall be made in writing to designated employee's supervisor.

2.05.110 Assistance of the Commission and Counsel

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Government Code section 83114 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

2.05.120 Violations

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Government Code sections 81000-91015. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Government Code section 87100 or 87450 has occurred may be set aside as void pursuant to Government Code section 91003.

1/ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Government Code section 81004.

2/ See Government Code section 81010 and 2 Cal. Code of Regs. Section 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

3/ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

4/ Investments and interests in real property which have a fair market value of less than \$1,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

5/ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

6/ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are with in one of the disclosure categories of the filer.

2.10 Board Member Compensation and Expense Reimbursement Policy

A. Each Member of the Board of Directors shall receive compensation not exceeding four thousand eight hundred dollars (\$4,800) per calendar year, payable at the rate of four hundred dollars (\$400.00) per calendar month, or portion thereof, of service.

B. Board Member compensation authorized by Section A herein shall be for Board Member attendance at the following occurrences:

(1) A Board of Directors meeting.

(2) A Committee, Recreation Commission, Joint Powers Authority in which the District holds membership or other and similar advisory body meeting.

(3) Meetings of the Placer County Board of Supervisors, the Placer County Planning Commission, the Tahoe Regional Planning Agency, The California Water Quality Control Board or Regional Board, the California Tahoe Conservancy, the California Legislature, the North Lake Tahoe Resort Association or other governmental or quasi-governmental organizations, or their committee or staff meetings, at which a topic of interest to the District will be considered or discussed.

(4) A conference or organized educational activity conducted in compliance with subdivision (c) of Government Code Section 54952.2, including, but not limited to, ethics training required by Government Code Section 53234 and following.

(5) Meetings or educational programs sponsored by the California Special Districts Association, the California Association of Sanitation Agencies or other similar associations or groups.

(6) Occurrences not specified above, but only if the Board of Directors has adopted, in a public meeting, a written policy specifying said other types of occasions that constitute the performance of official duties for which a Board Member may receive payment.

C. The District shall reimburse Board Members for actual and necessary expenses incurred in the performance of official duties, when otherwise authorized by statute, as follows:

(1) Board Member reimbursable expenses shall include meals, lodging, travel and other actual and necessary expenses incurred in the performance of official duties.

(2) The types of occurrences that qualify a member of the legislative body to receive reimbursement of expenses shall be those set forth in Section B herein.

(3) Reimbursement rates shall be as set forth in the Internal Revenue Service rates for reimbursement of travel, meals, lodging, and other actual and necessary expenses as established in Publication 463, or any successor publication, with the following exceptions:

(a) If the lodging is in connection with a conference or organized educational activity conducted in compliance with subdivision (c) of Government Code Section 54952.2, including, but not limited to, ethics training required by Government Code Section 53234 and following, lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the Board Member at the time of booking. If the group rate is not available, the Board Member shall use comparable lodging that is consistent with the requirements of IRS Publication 463, or any successor publication, and Section C (4) herein.

(b) Where the occurrence is as set forth in Section B (5) herein the Board Member may elect to use lodging at the facility where the

occurrence will take place consistent with the requirements of Section C (4) herein.

(4) Board Members shall use government and group rates offered by a provider of transportation or lodging services for travel and lodging when available.

(5) All expenses that do not fall within the provisions of Sections C (3) or (4) shall be approved by the Board of Directors in a public meeting before the expense is incurred.

D. The procedure for Board Members obtaining reimbursement for actual and necessary expenses incurred on behalf of the District in the performance of official duties shall be as follows:

(1) The District shall provide expense report forms to be filed by Board Members for reimbursement.

(2) Expense reports shall document that expenses meet the reimbursement policy adopted herein.

(3) Board Members shall submit expense reports within a reasonable time after incurring the expense, not to exceed sixty (60) days, and the reports shall be accompanied by the receipts documenting each expense.

E. Board Members shall provide brief reports on meetings attended at District expense at the next regular meeting of the Board of Directors.

F. All documents related to reimbursable Board Member expenses shall be public records subject to disclosure under the California Public Records Act.

G. Any Board Member determined to be misusing public resources or submitting expense reports in violation of expense reporting policies herein may be subject to the following penalties:

(1) The loss of reimbursement privileges.

(2) Restitution to the District.

(3) Civil penalties for misuse of public resources pursuant to Government Code Section 8314.

(4) Prosecution for misuse of public resources, pursuant to Penal Code Section 424.

2.75 Fees and Charges

2.75.010 Purpose of Article

The purpose of this Article shall be to set fees and charges associated with administrative functions and equipment rental.

2.75.020 Photocopying

Charges for photocopying of public records and documents shall be as follows:

SIZE & TYPE

RATE

8 ½ X 11 (Black & White)	\$.35 each
8 ½ x 11 (Color)	\$1.00 each
8 ½ X 14 (Black & White)	\$.40 each
11 X 17 (Black & White)	\$.45 each
Reduction copies and Computer print-outs	\$.45 each
24" x 36"Copies	\$3.00 each page
Microfilm records	\$2.00 each page
CD/DVD	\$10.00 each

2.75.030 Waiver of Photocopying charges

Section 2.75.020 charges do not apply for location cards and CCTV Inspection Reports for use in land development purposes, or when the request is for official use by Federal, State, or local public agencies; furnishing the copies without charge saves costs; or when it is in conformance to generally accepted business customs (such as furnishing personnel reference data to prospective employers of former District employees.

2.75.040 Listening To and Duplicating of Tape Records

Effective July 13, 1999, the District no longer tapes Board Meetings per Resolution 99-11. However, members of the public are welcome to videotape or audio tape meetings.

2.75.050 Clerk of the Board Services

There shall be no charge for agenda, packets, or copies of Board Meeting materials to any member of the public, as it is the desire of the Board of Directors to keep the public as informed as possible without placing a burden on any interested party.

The District reserves the right to provide the free Board Meeting materials to members of the public in electronic format. If the public requests the copies in paper format, they may be charged for that request.

2.75.060 Facsimile Service

District facsimile equipment is not available for general public use. Under special circumstances where such use by others is associated with District projects or for other District benefit, use may be allowed at the following rates:

Transmission of Documents, Sending/Receiving: \$ 1.00 Per Page

2.75.070 Staff Services

The rate for full time District Staff shall be the current top step hourly rate of the position multiplied by a benefit and overhead factor of 2.5. This rate shall include transportation vehicle use and staff use of small tools and equipment with a replacement value of less than \$50,000. Equipment valued at more than \$50,000 shall be billed as described in Chapter 2.75.120.

For temporary employees, the rate shall be the current hourly rate of the employee multiplied by an overhead factor of 1.5.

2.75.080 Administrative Fees

Account Change or Ownership Transfer: In the event the name on an account is changed or transfers ownership, there shall be a \$50 fee charged to the account, which shall be all-inclusive for water and sewer accounts. (15 minutes, Top Step Acct Tech II position x Factor 2.5)

Connection Fee Refund Charge: In the event a connection charge is refunded per the request of the owner, an administrative fee of \$200 will be withheld from the refund.

Returned Check Charge: A charge of \$25 shall be assessed for each check or ACH transaction tendered as payment to the District that is returned unpaid by the bank.

Tahoe Estates Winterization Fee: \$750.00 per parcel. Fee charged for each new connection in the Tahoe Estates Subdivision.

2.75.090 Operational Service Fees

Customer Request for Meter Read: In the event there is a request to read a meter, there shall be a \$25 fee charged to the account.

Customer Request for Meter Test: The charge for meter testing will be \$60 per test. This amount must be deposited with the District prior to the test. (Wtr. Quality Tech Top Step x 2.5 x .3 hr)

Customer Service Call Request for Water Turn off & on or Sewer service: The charge for a water or sewer service call shall be billed as follows:

During Regular Business Hours: \$60

This rate includes standard turn on and off service during regular business hours.
(MW II Top Step x 2.5 x .5 hour or \$60 whichever is greater)

After Regular Business Hours: \$150

(MW II Top Step x 2.5 x 2 hour minimum rounded up to the nearest ten dollars whichever is greater)

After business hour rates include the emergency after hours call and follow up turn on within 2 hours of arrival, or during normal business hours. If the follow up call is requested after business hours, an additional \$60 will be charged.

If the actual cost to the District is greater than this fee, due to accessibility of the meter or any other reason beyond the control of the District, the actual cost of the service shall be billed to the customer on a time and materials basis.

District Water Turn Off for Non Payment of Account: Properties that have water turned off for non-payment of account will be charged a fee of \$110 in addition to the outstanding balance on their account.

Temporary Water Service Annual Charge: For each temporary water service connection there shall be an annual charge of \$275.

Hydrant Meter Rental: Hydrant meter rental shall require a deposit of \$1,450 of which \$1,000 will be held for security of the meter and \$450 will be held as prepayment of the daily rental fee. The rental fee for a hydrant meter will be \$16 per day. Hydrant water used will be billed at the current domestic tiered rate with no gallon allowance.

Inspection Fees and Certifications: Inspection fees and certifications shall be charged as follows:

Ordinance 100 sewer inspection/up to 2 inspections:	\$175.00
Issuance of Ordinance 100 completion certificate:	\$ 25.00
Other miscellaneous inspections and line locations:	\$100.00 each visit

Sewer Tap Charge: In the event a sewer tap is required, there will be a charge of \$450 per tap.

Water Delivery Charge for Relief Granted: When the request for relief is granted, the charge for water lost over 100,000 gallons shall be \$1.64 per thousand gallons.

Non Conformance with District Fats, Oils and Grease (FOG) Policies: The surcharge for properties that do not conform to the District's FOG Policies shall be the greater of \$1,100 or 100% of the current sewer service fees for the property, per year.

Call Back Fee: In the event a contractor has not properly prepared excavations for water and/or sewer taps or meter installations at the time of the scheduled appointment and District personnel need to return to perform the service(s), a fee of \$150 per call back shall be charged to the property owner. This fee may be waived at the discretion of the General Manager.

2.75.100 Penalty and Interest Fees and Non-Compliance Service Fees

All District charges and fees are due and payable upon receipt. Charges become past due in 30 days and delinquent 60 days after the billing date. In the event of a delinquency in the payment of any rates or charges, a basic penalty of 10% plus an additional interest fee of 1% per month will be added to the charges due.

Non-Compliance Service Fee: The service fee for non-compliance with District Ordinance or violation of District requirements shall be subject to an additional service fee up to \$250 per day at the discretion of the General Manager/CEO. This additional fee is charged to recover the additional staff time and costs associated with working

with the customer to resolve and bring them into compliance with District Ordinances and requirements.

2.75.110 Provision of Material and Supplies

Sewer Clean-out boxes: The first sewer clean-out box on each parcel will be provided at no charge. Thereafter, each additional box will be provided at District actual current cost together with a \$20 processing fee.

2.75.120 Rental or Use of District Vehicles and Equipment

a. For the purposes of mutual aid to other agencies or when it becomes necessary to charge individuals for the use of equipment by the District at the expense of a property owner, the procedures contained herein shall apply.

b. All rates quoted are inclusive of fuel, oil, and lubricants. Rates are exclusive of operator; however use of certain District vehicles and equipment require accompaniment by an operator and the operator(s) will be charged at the current rate including overhead.

c. Time of use shall be portal to portal and shall include the time to refuel, empty, refill and clean the vehicle or equipment, as appropriate. The minimum charge shall be for one hour. Above the minimum charges shall be calculated to the next highest one-half hour increment.

d. Repairs of damage to equipment due to negligence, inappropriate usage, or other reasons beyond the control of the agency shall be borne by the agency or beneficiary of the equipment's usage. The agency shall not allow or offer for use the District's equipment or vehicles to anyone other than the agency's employees.

e. Vehicles and equipment are not available to the public. Use of vehicles and equipment not requiring a North Tahoe Public Utility District operator are made available to other agencies with the understanding that their personnel are experienced in the operation of that or similar pieces of equipment or that they will request training on specific pieces of equipment when needed. Safety of the equipment and personnel using the equipment shall be a prime responsibility of the agency using the equipment.

f. The hourly rate for all equipment with a replacement value greater than \$50,000 shall be determined by dividing the District's replacement cost for the vehicle or equipment by 1000. The replacement cost is based on the replacement cost that has been reported to the District's insurance carrier.

Vehicles and equipment valued at under \$50,000 are included in the District's labor rates as described in Chapter 2.75.070.

2.75.130 Annual Review and Adjustment of Fees and Charges

Aside from interim adjustments as required by special circumstances, the District shall conduct an annual review of the fees and charges herein and submit any recommended changes to the Board of Directors annually.

2.75.140 Appeals

Appeals shall be directed to the General Manager in writing. The General Manager shall perform such investigative work as deemed necessary and respond to the customer within fourteen (14) days. The response shall contain information obtained by the investigation and the decision of the General Manager.

Any person who shall be dissatisfied with a determination of the General Manager may, at any time within thirty (30) days after such determination, appeal to the Board of Directors by giving written notice to the General Manager setting forth the determination with which such person is dissatisfied. The General Manager shall investigate and transmit to the Board of Directors a report upon the matter appealed. The Board of Directors shall cause written notice, as to the time and place fixed for hearing such appeal, to be given to all persons affected by such application at least ten (10) days prior to hearing for said appeal.

Pending decisions upon any appeal relative to the amount of charges made hereunder, the person making such appeal shall pay such charges. After the appeal is heard the Board of Directors may order refunded to the person making the appeal such amount, if any, as the Board of Directors shall determine should be refunded.

CHAPTER 3 Organization and Personnel

3.05. Organization

3.05.010 Purpose

To set forth the structure of District organization.

3.05.020 Objective

To create that District organization which will result in the best possible service at the lowest cost to the customers of the District.

3.05.030 Management Personnel

District management personnel shall be as follows:

1. GENERAL MANAGER/CHIEF EXECUTIVE OFFICER (CEO). The GENERAL MANAGER/CEO is an Officer of the District and shall carry out the functions of the General Manager/CEO as defined in California Public Utilities Code Section 16111(d). The General Manager/CEO shall be appointed by the Board of Directors, hold office at its pleasure, and receive such compensation as is provided for by the Board of Directors by ordinance.
2. ACCOUNTANT/CHIEF FINANCIAL OFFICER (CFO). The Accountant/CFO is an Officer of the District and shall carry out the functions of the Accountant as defined in California Public Utilities Code Section 16111(b). The Accountant/CFO shall be appointed by the Board of Directors, hold office at its pleasure, and receive such compensation as is provided for by the Board of Directors by ordinance.
3. CLERK. The Clerk is an Officer of the District and shall carry out the functions of the Clerk defined in California Public Utilities Code Section 16111(a). The Clerk, who is also ex officio secretary of the Board of Directors, shall be appointed by the Board of Directors, hold office at its pleasure, and receive such compensation as is provided for by the Board of Directors by ordinance.
4. TREASURER. The Treasurer is an Officer of the District and shall carry out the functions of the Treasurer defined in California Public Utilities Code Section 16111(c). The functions of the office of Treasurer shall be carried out ex officio by the General Manager (CEO).

5. PUBLIC WORKS DIRECTOR/ASSISTANT GENERAL MANAGER. The Public Works Director/Assistant General Manager is an Unclassified Employee as defined in Section 3.10.030(6) herein.
6. CHIEF ENGINEER. The Chief Engineer is an Unclassified Employee as defined in Section 3.10.030(6) herein.
7. UTILITY OPERATIONS MANAGER. The Operations Manager is an Unclassified Employee as defined in Section 3.10.030(6) herein.
8. PARKS AND FACILITIES MANAGER. The Parks and Facilities Manager is an Unclassified Employee as defined in Section 3.10.030(6) herein.
9. CONFERENCE SERVICES DIRECTOR. The Conference Services Director is an Unclassified Employee as defined in Section 3.10.030(6) herein.
10. EXECUTIVE ASSISTANT. The Executive Assistant is an Unclassified Employee as defined in Section 3.10.030(6) herein.

3.05.040 Management Responsibilities

1. The General Manager (CEO) shall have full charge and control of the construction of the works of the District and of their maintenance and operation and shall report directly to the Board of Directors. The General Manager (CEO) shall oversee all District Departments except for the Accounting Department. These responsibilities include but are not limited to:

- Human Resources Administration
- Operations (Water and Sewer)
- Engineering
- Master Plan Compliance
- Insurance & Risk Management
- Board Administration
- Recreation & Parks
- Public Relations
- Legislative Development
- Grant Acquisition
- Contract Compliance

2. The ACCOUNTANT/CFO shall install and maintain a system of auditing and accounting which completely and at all times shows the financial condition of the District and shall report directly to the Board of Directors. The ACCOUNTANT/CFO shall draw all warrants to pay demands made against the District when the demands have been first approved by a majority of the Board of Directors. The ACCOUNTANT/CFO shall oversee the Accounting Department. These responsibilities include but are not limited to:

Accounts Receivable
General Ledger
Financial Statement
Budget Preparation
Audit Administration
Payroll
Retirement Plan Administration
Management Information System
Purchasing
Internal Audit/Oversight
Grant Reimbursement

3. The Clerk shall devote full time during office hours to the affairs of the District. These responsibilities include but are not limited to:

General Board administration
Countersign all contracts on behalf of the District
Act as ex officio Secretary of the Board of Directors
Keep a record of Board proceedings
Custodian of District records
Accept service on behalf of the District
Publish and post notices
Receive and open sealed bids
Accept correspondence on behalf of District

3.05.050 Management Authority

1. In the absence of the ACCOUNTANT/CFO, the General Manager/CEO shall assume all responsibilities of the ACCOUNTANT/CFO, including Accounting Department personnel.
2. In the absence of the General Manager (CEO), the Public Works Director/Assistant General Manager shall assume the duties of the General Manager (CEO).
3. In the absence of the Clerk, the General Manager (CEO) shall assume the responsibilities of the Clerk.
4. In the absence of the General Manager/CEO and the ACCOUNTANT/CFO, the Public Works Director/Assistant General Manager shall assume the responsibilities of those offices.

5. In the absence of the General Manager/CEO and the Public Works Director/Assistant General Manager, the ACCOUNTANT/CFO shall assume the responsibilities of those offices.

6. In the absence of the General Manager/CEO, the ACCOUNTANT/CFO, and the Public Works Director/Assistant General Manager, the Utility Operations Manager shall assume the responsibilities of those offices.

3.05.060 Management Compensation

The Board of Directors shall conduct annual Performance Evaluations for the General Manager/CEO, the ACCOUNTANT/CFO, and the Clerk, and make compensation adjustments, if any, at its discretion. Evaluations may be conducted at any time deemed appropriate by the Board of Directors. The Board of Directors may delegate to the General Manager/CEO the duty of preparing the Performance Evaluation for the Clerk.

Performance Evaluations and compensation adjustments, if any, for Unclassified Employees within District Departments managed by the General Manager/CEO shall be conducted by the General Manager/CEO by August 31 of each year and are subject to budgetary restrictions set by the Board of Directors in the District's annual budget.

Performance Evaluations and compensation adjustments, if any, for Unclassified Employees within District Departments managed by the ACCOUNTANT/CFO shall be conducted by the ACCOUNTANT/CFO by August 31 of each year and are subject to budgetary restrictions set by the Board of Directors in the District's annual budget.

3.05.070 Organizational Chart

The organizational structure of the District shall be that set forth in the Organizational Chart in Article 3.15 of the Code of Ordinances.

3.10 Personnel

3.10.010 Purpose

To set forth regulations for the administration of District personnel matters.

3.10.020 Objective

To establish regulations covering rates of pay, hours of work, and conditions of employment applicable to District EMPLOYEES which will result in the best possible service at the lowest cost to the customers of the District and promote harmonious economic and industrial relationships between the District and its EMPLOYEES.

3.10.030 Definitions

For the purpose of this Article 3.10, the following definitions will apply:

1. DISTRICT shall mean the North Tahoe Public Utility District, a California local entity formed under the provisions of the California Public Utilities Code.
2. Board of Directors of the North Tahoe Public Utility District, herein referred to as BOARD OF DIRECTORS or BOARD, shall mean the body elected by the public, which shall have the exclusive right to manage the DISTRICT and to carry out its constitutional and statutory functions and responsibilities, as defined by law.
3. EMPLOYEE(s), hereinafter referred to as EMPLOYEE(S), refers to persons legally holding positions in the employ of the District, and includes OFFICER, UNCLASSIFIED, CLASSIFIED, PART TIME REGULAR, FULL TIME TEMPORARY, PART TIME TEMPORARY, and PROBATIONARY EMPLOYEES. An EMPLOYEE may have one or more of said statuses from time to time.
4. RESPONSIBLE AUTHORITY shall be the person or board having the authority to direct an EMPLOYEE and administer this Ordinance. The GENERAL MANAGER/CEO is the District Officer referred to in Section 3.05.030(1) above, and shall be the RESPONSIBLE AUTHORITY with the lawful authority to appoint or remove persons from positions in the District service which report to the General Manager/CEO, pursuant to Section 3.05.040(1) above, subject to the Grievance Procedure. The ACCOUNTANT/CFO is the District Officer referred to in Section 3.05.030(2) above, and shall be the RESPONSIBLE AUTHORITY with the lawful authority to appoint or remove persons from positions in the District service which report to the ACCOUNTANT/CFO pursuant to Section 3.05.040(2) above, subject to the Grievance Procedure.
5. OFFICER EMPLOYEES shall include the GENERAL MANAGER/CEO, ACCOUNTANT/CFO, and CLERK. The RESPONSIBLE AUTHORITY for OFFICER EMPLOYEES shall be the BOARD OF DIRECTORS.
6. UNCLASSIFIED EMPLOYEES shall mean the PUBLIC WORKS DIRECTOR/ASSISTANT GENERAL MANAGER, CHIEF ENGINEER, UTILITY OPERATIONS MANAGER, PARKS AND FACILITIES MANAGER, CONFERENCE SERVICES DIRECTOR, and EXECUTIVE ASSISTANT. The GENERAL MANAGER/CEO shall be the RESPONSIBLE AUTHORITY for said EMPLOYEES and, subject to Section 3.05.060, supra, shall set their salaries, which do not have a salary range and step, annually.
7. Classified EMPLOYEE, hereinafter referred to as CLASSIFIED EMPLOYEE, refers to an EMPLOYEE whose salary schedule is defined in Article 3.20, and which has a salary range and step.

8. Probationer, hereinafter referred to as PROBATIONARY EMPLOYEE, refers to an EMPLOYEE who has probationary status. An EMPLOYEE, other than one who serves at the pleasure of the BOARD, who is appointed to a position shall serve a period of probation. The probation period shall be six (6) months long, during which the EMPLOYEE may be terminated at any time with or without cause by the RESPONSIBLE AUTHORITY or DISTRICT. If an EMPLOYEE is hired within thirty (30) days following termination of their status as a temporary EMPLOYEE, in the same classification and job title last held as a temporary EMPLOYEE, said EMPLOYEE'S time of service as a temporary EMPLOYEE in such classification, up to a maximum of three (3) months, shall be counted as part of the EMPLOYEE'S probationary period.

9. PART TIME REGULAR EMPLOYEE shall be as defined in Section 3.10.260 herein.

10. FULL TIME TEMPORARY EMPLOYEE shall be as defined in Section 3.10.240 herein.

11. PART TIME TEMPORARY EMPLOYEE shall be as defined in Section 3.10.250 herein.

12. Supervisory EMPLOYEE, hereinafter referred to as SUPERVISOR, shall be any individual having authority to exercise independent judgment in the interest of the employer; who has the responsibility to assign, direct, and adjust grievances of supervised EMPLOYEES; and to recommend promotion, wage adjustments, discipline and discharge of supervised EMPLOYEES, provided that the exercise of such authority is not merely routine or clerical in nature, but requires the use of independent judgment.

13. "DAY" is a period of time representing normal work hours, without overtime, during any 24 hour period. Eight (8), nine (9) and ten (10) hour day schedules may be observed by the District as a normal work day.

14. "PROMOTION" is the movement of an EMPLOYEE from one job classification to another job classification with a higher starting salary.

15. "SUSPENSION" means a period for which an EMPLOYEE is involuntarily separated from employment on a temporary basis.

16. "POSITION" represents any job classification contained in the District Personnel Ordinance.

17. "REGULAR SHIFT" will be the hours normally worked on a single work day by the EMPLOYEE.

3.10.040 Employee Rights

The EMPLOYEE retains all rights conferred by applicable local, state, and federal laws, and in accordance with Section 3500 of the Government Code.

3.10.050 District Rights

Nothing contained in this Ordinance shall be construed to require the DISTRICT to meet and confer on matters which are solely a function of Management. The rights specifically retained by the DISTRICT are the rights, included, but not limited to; to direct the work force and allocate all labor resources; to select and determine the number and types of EMPLOYEES required; to determine the content of job classifications; to hire, transfer, promote, suspend, discipline, and terminate EMPLOYEES; To assign work to EMPLOYEES in accordance with the requirements determined by the DISTRICT; including overtime assignments; to establish and change work schedules and assignments; to lay off EMPLOYEES for lack of work; to expand and diminish services; to subcontract any work or operations; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.

3.10.060 Administration

The RESPONSIBLE AUTHORITY shall be responsible for the administration of this Ordinance, and shall specify such administrative procedures, forms, records, reports and audits as he or she deems necessary for proper administration of this Ordinance. The RESPONSIBLE AUTHORITY may assign to other DISTRICT EMPLOYEES, such duties in connection with this Ordinance as he or she deems proper and expedient.

Except as specifically provided herein, the RESPONSIBLE AUTHORITY shall be responsible for the proper application of the provisions of this Ordinance, and he or she or such person as he or she may designate, shall rule on the application of the provisions of this Ordinance which are within the scope of his or her authority.

It shall be the mandatory duty of the RESPONSIBLE AUTHORITY, to keep, or cause to be kept, accurate records of the application of this Ordinance.

3.10.070 Pre-Employment Documentation

All EMPLOYEES shall be required to complete or provide certain documentation prior to employment. These documents include, but are not limited to; motor vehicle operator's verification and motor vehicle operator's record, application for employment, EMPLOYEE Physical Exam Report, EMPLOYEE Health Questionnaire, EMPLOYEE Withholding Allowance Certificate Form W-4, District Regulations Concerning Alcoholic Beverages, and Immigration Form INS-9. Falsification of any portion of these documents is grounds for immediate dismissal without the right of appeal.

3.10.080 Work Week, Hours of Work, Overtime

For all EMPLOYEES, except part-time EMPLOYEES, the normal work week shall consist of forty (40) hours, being five (5) consecutive days of eight (8) hours each, exclusive of lunch period. A normal day shall consist of eight (8) hours in a twenty-four (24) hour period. Changes in the eight hour day will be made at the discretion of the RESPONSIBLE AUTHORITY to meet unique operating characteristics of the DISTRICT, such as, but not limited to, the availability of daylight, location of infiltration sources, operation of pump stations, emergency operations, special recreation events and snow grooming.

The RESPONSIBLE AUTHORITY, or a designated representative, shall give EMPLOYEES reasonable notice of changes in work week, or scheduling of the eight (8) hour period.

For those EMPLOYEES, excepting OFFICER or UNCLASSIFIED EMPLOYEES, working the normal work week, all work performed in excess of forty (40) hours in any workweek, shall constitute over time work and shall be paid at the rate of time and one-half (1-1/2) said EMPLOYEE'S regular rate of pay.

Vacation, and sick leave, or other time off for which an EMPLOYEE is paid, shall not count as hours worked. Only hours actually worked shall count in the determination of overtime in a day or in a week. Hours taken for non-working activities (CTO, sick leave, vacation, holiday) will not be included in the calculation of hours worked for overtime purposes. Overtime for emergencies may be authorized at the discretion of the RESPONSIBLE AUTHORITY. Overtime shall be recognized and paid for only when directly authorized by a Supervisor, Public Works Director/Assistant General Manager or RESPONSIBLE AUTHORITY.

All time worked shall be paid in increments to the nearest one-tenth (1/10) hour. All EMPLOYEES normally shall be allowed a meal period of not less than thirty (30) minutes, nor more than one (1) hour, which shall be scheduled generally in the middle of the work shift. Whenever it is necessary for an EMPLOYEE to work overtime in excess of two (2) consecutive hours, he or she shall be granted an additional meal period, the time of taking is at the discretion of the SUPERVISOR. Meal periods shall not be counted a part of the total hours, except for those REGULAR EMPLOYEES for whom meal periods are included within the hours of assigned duties, such as an emergency which requires constant observation of a piece of operating equipment, or constant attention to a specific repair operation.

Upon mutual agreement with the RESPONSIBLE AUTHORITY, EMPLOYEES shall be allowed to participate in alternative work schedules that consist of working either eight nine hour days and one eight hour day in each 80 hour pay period (9-8-80) or four ten hour days in each work week (4-10-40). Under these schedules, the normal work day may exceed eight hours and the work week may differ from the normal Sunday through Saturday schedule.

Under the 9-8-80 work schedule, the work week will not be changed, but the work week will vary with an EMPLOYEE'S work schedule. The first day of this work week is determined by the day of the week the EMPLOYEE will be scheduled to be off. In the ten work day period (total of 80 hours), an EMPLOYEE will work eight nine hour days, one eight hour day, with the tenth day off. If the eight hour day falls within the first four work days, the first work week will end after five hours of work on the fifth day of work. If the eight hour day is on or after the fifth day, the first work week ends after four hours of work on the fifth day.

Under the alternative work schedules, a normal work day will be either eight, nine or ten hours, exclusive of lunch period, as scheduled.

EMPLOYEES working an alternative work schedule will not accrue or be paid overtime for days they are scheduled to work nine or ten hours unless work is performed in excess of forty (40) hours per week. Work weeks will be adjusted as described above so that the normal work week remains as forty (40) hours per week.

Time cards for affected EMPLOYEES shall reflect the appropriate work schedule and work week in order to maintain compliance with the Fair Labor Standards Act.

EMPLOYEES may be required to work assigned shifts with hours other than the EMPLOYEE'S regular shift.

Any absence occurring as a result of the use of the provisions of this ordinance and approved by the RESPONSIBLE AUTHORITY shall be an approved absence.

This Section is intended only to define the normal hours of work, the work day, and the work week, and shall not be construed as a guarantee to any covered EMPLOYEE other than OFFICERS and UNCLASSIFIED EMPLOYEES of a set amount of compensable hours of work per day or per work week, or of days of work per week. The DISTRICT reserves the right to determine that there is insufficient work to be performed, on any work day or during any work week, and may relieve, solely in the DISTRICT'S discretion, covered EMPLOYEES from work, for lack of work, during any work day or work week. EMPLOYEES so relieved from work shall not receive any salary for work not performed but may, at their option, resort to any accumulated compensatory time off, vacation leave, or other leaves (except sick leave) to supplement their wages while relieved from work under this section.

3.10.090 Standby Duty & Emergency Assignments

When it is necessary for the protection of public health, safety, or welfare, an EMPLOYEE may be requested to remain on standby for emergency work and/or to perform emergency work during off-duty hours. The following shall apply to such assignments:

1. Standby duty requires the EMPLOYEE so assigned to be ready to respond immediately to calls for the EMPLOYEE'S service; to be able to be reached by telephone (or pager); to remain within a specified distance from the District; and to refrain from activities which may impair the EMPLOYEE'S ability to perform his or her assigned duties during the standby period.
2. EMPLOYEES required to be on standby duty shall be allowed a flat rate of twenty (\$20) dollars per sixteen (16) hour period for such duty, and a flat rate of thirty (\$30) dollars per twenty-four hour period of such duty. EMPLOYEES who work a scheduled overtime shift, eight (8) hours, or a portion of an overtime shift, four (4) hours, shall not be paid standby for the same period. Standby increment shall be calculated at the rate of five (\$5) dollars per four (4) hour period.
3. Standby EMPLOYEES who are called out to work shall receive a minimum of one (1) hour of pay, except if they are called out between 11:00 P.M. and 6:00 A.M., they shall receive a minimum of two (2) hours of pay.
4. Emergency time shall be added to regular time worked prior to call out.
5. Commuting time shall be counted as time worked.
6. EMPLOYEES assigned to standby duty may have a vehicle supplied by the DISTRICT, for the period of time they are serving on standby, whenever possible, or the EMPLOYEE may utilize their own vehicle and be paid mileage at the current DISTRICT rate (portal to portal to portal) should they be called in to respond to an emergency.
7. If an EMPLOYEE receives a call while on standby, but is not called out on duty, no additional compensation will be paid.

3.10.100 Payment of Wages

EMPLOYEES shall be paid bi-weekly in accordance with the current District schedule of pay periods. Each monthly rate of pay shall be converted to an hourly equivalent rate for the purpose of payment of regular salary on the basis of hours worked if the number of hours worked is less than forty (40) hours, or for overtime pay.

Standby, overtime, and other special payments shall be made at the completion of the pay period in which such payments are earned or accrued. Overtime shall be compensated at one and one-half times the hourly equivalent rates of pay.

At the option of the EMPLOYEE, compensatory time may be accrued in lieu of cash payment for overtime worked. Hours accrued will be in direct relation to pay earned at one and one half time or double time.

The maximum compensatory time which may be accrued by any EMPLOYEE shall be 80 hours. An EMPLOYEE who has accrued the maximum number of compensatory hours shall be paid overtime compensation in cash for any additional overtime hours worked. An EMPLOYEE shall be permitted to use accrued compensatory time within a reasonable time after it is requested, if to do so would not unduly disrupt the operations of the District.

Payment for accrued compensatory time upon termination of employment shall be calculated at the final hourly rate received by the EMPLOYEE. Compensatory time shall not be used to extend employment upon termination.

"Compensatory time" and "compensatory time off" are defined as hours when an EMPLOYEE is not working and which are paid for at the EMPLOYEE'S regular rate of pay. These hours are not counted as hours worked in the day or week in which they are paid.

If payday falls on a holiday, the District will attempt to have paychecks available on the day prior to the holiday.

3.10.110 Exclusions from Overtime and Standby

All EMPLOYEES designated as OFFICER or UNCLASSIFIED EMPLOYEES shall be excluded from overtime or standby compensation in the form of pay.

In lieu of overtime pay or standby pay, all EMPLOYEES designated as OFFICER or UNCLASSIFIED EMPLOYEES shall be granted a minimum of forty (40) hours per year of Administrative Leave, to be credited on July 1 of each year.

3.10.120 Reimbursement for Assignments Requiring Employee Travel

When it is necessary and authorized by the RESPONSIBLE AUTHORITY for an EMPLOYEE to use a privately-owned vehicle for DISTRICT business, the EMPLOYEE shall be compensated per mile for use of such vehicles at the current rate as designated by the Internal Revenue Service (IRS) for such travel, to and from the destination of the authorized use. If a District vehicle is available for use and the EMPLOYEE elects to use a privately-owned vehicle, the EMPLOYEE shall not be compensated for mileage.

When it is necessary and authorized by the RESPONSIBLE AUTHORITY for an EMPLOYEE to perform travel for DISTRICT business, which includes mealtimes, such meals shall be paid for by District at a per diem rate of \$30.00 per full day of such travel. Meal allowances for partial days of travel will be compensated as follows: Breakfast \$ 8.00, Lunch \$12.00, Dinner \$16.00. Lodging and other travel expenses shall be paid by DISTRICT upon presentation and approval of receipts for charges.

Travel expenses shall be paid upon presentation and approval of receipts unless such expenses exceed one hundred (100) dollars, whereupon expenses incurred shall be paid on the next regular check run.

3.10.130 Holidays

The following days shall be holidays for the EMPLOYEES:

1. New Year's Day
2. Martin Luther King Birthday
3. Washington's Birthday
4. Friday before Easter
5. Memorial Day
6. Independence Day
7. Labor Day
8. Veteran's Day
9. Thanksgiving Day
10. Day after Thanksgiving
11. Christmas Day

When a holiday falls on a Saturday or Sunday, the preceding Friday or succeeding Monday, respectively, shall be observed as the holiday.

If an EMPLOYEE who is entitled to a holiday is required to work on said holiday, that EMPLOYEE shall be assigned an alternate day off on a schedule to be determined by the RESPONSIBLE AUTHORITY.

3.10.140 Vacation

Vacation benefits shall be granted to EMPLOYEES as follows:

1. Vacation shall be accrued based on the following schedule:
 - a. 0 - 4 years of employment: Eighty (80) hours annually.
 - b. Fifth (5th) year of employment: Eighty Eight (88) hours annually.
 - c. Sixth (6th) through ninth (9th) year of employment, One Hundred Twenty (120) hours annually.
 - d. Tenth (10th) year of employment: One Hundred Twenty Eight (128) hours annually.
 - e. Eleventh (11th) year of employment: One Hundred Thirty Six (136) Hours annually.

f. Twelfth (12th) year of employment: One Hundred Forty Four (144) hours annually.

g. Thirteenth (13) year of employment: One Hundred Fifty Two (152) hours annually.

h. Beginning in the fourteenth (14th) year, One Hundred Sixty (160) hours annually.

2. An EMPLOYEE shall begin accrual of vacation upon completion of his or her probationary period.

3. If a holiday, as defined by this Ordinance, occurs during vacation leave, one day will be deleted from vacation time off.

4. Upon termination EMPLOYEE will be paid for all accrued vacation leave not used to the date of termination, up to a maximum of two times the EMPLOYEE'S accrual rate. EMPLOYEES terminating prior to six (6) months employment are not eligible to receive vacation accrual. Vacation shall not be used to extend employment upon termination.

5. During periods of leave of absence or temporary disability which are unpaid leaves, no sick leave, vacation time or retirement benefits will accrue.

6. Requests for vacation must be presented at least fourteen (14) days prior to the time vacation is requested. Special consideration may be given by the RESPONSIBLE AUTHORITY in the case of an emergency situation. Requests will be approved in the order received. The granting of requests will be in accordance with the work load of the DISTRICT, and two EMPLOYEES working in the same department or crew may not be allowed vacation leave at the same time.

In the event of an unforeseen or emergency circumstance, vacation may be granted by the RESPONSIBLE AUTHORITY without the advance notification requirement. Approval of such requests will not be unreasonably withheld.

7. No vacation may be earned or accrued above two (2) times the EMPLOYEE'S annual accrual rate with the exception of eight (8) hours accrued annually for currently accrued Safe Driving Bonus.

8. An EMPLOYEE will not be allowed to work and receive vacation pay at the same time.

3.10.150 Sick Leave

Sick leave benefits shall be granted to EMPLOYEES as follows:

1. Sick leave shall be defined as the absence from duty by an EMPLOYEE for the following reasons:

a. Quarantine because of exposure to a contagious disease, or when incapacitated from performance of duties because of personal illness or injury, or for medical or dental examination and/or treatment.

b. Attendance upon a member of the EMPLOYEES' immediate family because of illness or injury where the attendance of the EMPLOYEE is definitely required to care for, or transport such individual for care or operation. Immediate family shall be defined to mean spouse, child, brother, sister, parents, spouse's parents, or close relative.

2. Sick leave shall accrue at the rate of eight (8) hours per month, and shall be updated monthly, following the month in which it was earned.

3. Sick leave shall be granted only by the RESPONSIBLE AUTHORITY. Requests for sick leave shall be presented in advance for medical and dental appointments. In all cases, requests for time off for sick leave must state the reason for sick leave request. When an absence occurs, the RESPONSIBLE AUTHORITY may require evidence in the form of a physician's statement, or other documentation of the reason for an EMPLOYEE'S absence for medical purposes. Additional sick leave may be granted an EMPLOYEE by the RESPONSIBLE AUTHORITY, when in the judgment of the RESPONSIBLE AUTHORITY, such additional time is justified.

Upon advance notification, vacation or compensatory time may be used to supplement available sick leave in non-recurring emergency situations, at the discretion of the RESPONSIBLE AUTHORITY.

4. Following an absence for serious illness, injury, or exposure to a contagious disease, the RESPONSIBLE AUTHORITY may require a statement from a physician, indicating that the EMPLOYEE is fit to return to work.

5. Use of sick leave for any purpose other than that defined above will be grounds for discipline, or termination, at the discretion of the RESPONSIBLE AUTHORITY.

6. To be eligible for sick leave, the EMPLOYEE must notify his or her SUPERVISOR when giving notice is reasonable, prior to the time set for performing the EMPLOYEE'S daily duties.

7. An EMPLOYEE has the option of using current or accumulated sick leave, or vacation, to the extent available, while she is on maternity leave. Absences in excess of available annual vacation or sick leave time shall be treated as leave per the provisions of the Family Medical Leave Act of 1993.

8. Upon termination, after completion of six (6) months of employment, 30% accumulated sick leave will be paid the EMPLOYEE; 60% will be paid upon retirement at age 61 or over; and 100% will be paid the EMPLOYEE'S beneficiary in the event of death. Payments shall be made up to a maximum of 960 hours. Sick leave shall not be used to extend employment upon termination.

9. On December 1 of each year, a review will be made of each EMPLOYEE'S accrued sick leave. At the EMPLOYEE'S option, accrued sick leave in excess of 160 hours will be bought back by the District at 50% value, or the EMPLOYEE may convert sick leave in excess of 160 hours to either compensatory time or vacation at 50% value.

10. EMPLOYEES will be allowed the use of eight (8) hours of sick leave per year for personal leave to be used at their discretion. Personal leave must be approved by the EMPLOYEE'S immediate supervisor in advance of such leave. Personal leave may not be accrued from year to year. Unused personal leave will remain as accrued sick leave.

3.10.160 Leave of Absence

Leave of absence may be granted to EMPLOYEES as follows:

1. Family Death Leave. A leave of absence with pay may be granted by the RESPONSIBLE AUTHORITY in the event of death in the EMPLOYEE'S immediate family or a close relative. Such leave shall not exceed five (5) days without the approval of the DISTRICT.

2. Leave for Jury Duty. EMPLOYEES shall be allowed a leave of absence with pay when subpoenaed for jury duty. Private transportation shall be utilized and all fees received for jury duty, not including reimbursement for transportation and expenses, shall be turned over to the DISTRICT. An EMPLOYEE shall notify the RESPONSIBLE AUTHORITY upon receiving notice to appear for jury duty.

3. Military Leave. EMPLOYEES shall be granted leaves of absence for military duty in accordance with Military and Veterans Code of the State of California. Pay for military leave not greater than a two (2) week period shall equal the EMPLOYEES regular pay, minus military base pay for the period of duty as shown on official pay voucher, if such a difference exists.

4. Other Time Off. Time off may not be taken without completing the appropriate form prior to taking such leave. Such forms must be approved by the EMPLOYEE'S immediate supervisor and the RESPONSIBLE AUTHORITY.

5. Leave of Absence Without Pay. Temporary leaves of absence without pay shall be granted at the sole discretion of the DISTRICT. Leaves of absence up to thirty (30) calendar days may be granted by the RESPONSIBLE AUTHORITY. Extended leaves of absence without pay may be granted by the DISTRICT upon written application of the EMPLOYEE. EMPLOYEES on leave of absence in excess of thirty (30) calendar days shall not accrue sick leave or vacation benefits during the period of absence, and this time shall not be counted in an EMPLOYEE'S evaluation period, and the EMPLOYEE'S anniversary date will be changed accordingly. DISTRICT will make no contributions to retirement, medical, dental, or other benefits during that period. The Benefits may be continued upon payment of the total premiums or fees by the EMPLOYEE. Accrued vacation and sick leave on record shall not be lost by virtue of a leave of absence.

6. FAMILY AND MEDICAL LEAVE ACT OF 1993.

The District will comply with the California Family Leave Act effective January 1, 1993 and the Federal Family and Medical Leave Act of 1993, effective August 5, 1993.

3.10.170 Workers Compensation Insurance and Disability Due to Job Related Injury

EMPLOYEES who suffer an injury resultant from employment duties shall proceed and receive benefits as follows:

1. The EMPLOYEE shall immediately notify his/her SUPERVISOR, and shall immediately receive medical examination and/or emergency treatment as deemed appropriate by the RESPONSIBLE AUTHORITY. The EMPLOYEE shall not be considered absent from duty during the time required for medical examination and/or emergency treatment. The EMPLOYEE AND THE EMPLOYEE'S SUPERVISOR shall, as soon as practicable file a written report on a form provided by the DISTRICT with the RESPONSIBLE AUTHORITY, in accordance with State law.
2. The EMPLOYEE shall file a claim with the District's carrier for Worker's Compensation Benefits. The first three (3) working days off due to a job related injury shall be paid as Worker's Compensation benefits. This three (3) day period is intended to supplement the injured EMPLOYEE compensation until Worker's Compensation benefits, if any, are received. If benefits are denied by Worker's Compensation, these three (3) days will be deducted from EMPLOYEE'S sick leave, if available, or taken as leave without pay if no sick leave is available.

3. The EMPLOYEE may be granted a loan equal to the amount of sick leave and/or vacation time accrued to supplement income while waiting for Worker's Compensation benefits to be paid. Any loan granted the EMPLOYEE shall be repaid by the EMPLOYEE.

4. During a period of disability, the DISTRICT has the right to assign a physician for the EMPLOYEE, unless the EMPLOYEE has placed in his/her personnel file prior to injury a letter requesting medical treatment only be obtained from a specific physician. During the first thirty (30) days of disability, the DISTRICT has the right to medical control of the EMPLOYEE. After thirty days have elapsed, if the EMPLOYEE is not satisfied with the treatment being received, he/she may request a change of physicians.

5. When the EMPLOYEE is authorized by his/her physician to return to work after a job-related injury, the EMPLOYEE shall provide the DISTRICT with a written notice from the physician. The DISTRICT retains the option of allowing or denying the EMPLOYEE to return to work when a physician's release states the EMPLOYEE is to be assigned to "light duty" or "desk duty", or limited duty" when available, if the EMPLOYEE'S normal job requires heavy or strenuous work.

6. Vacation and sick leave benefits will not accrue during the time an EMPLOYEE is solely on worker's compensation leave in excess of thirty (30) calendar days after optional use of sick leave and vacation accrued.

3.10.180 Physical Examination

A prospective EMPLOYEE shall be required to have and pass a physical examination prior to employment. Whenever in the judgment of the GENERAL MANAGER (CEO) the best interests of the DISTRICT require such examination, an EMPLOYEE may be required to have and pass a physical examination. EMPLOYEES, who in the opinion of the designated physician, are physically incapable of meeting normal requirements of their position, may be reclassified or may be terminated for physical disability as determined by the RESPONSIBLE AUTHORITY.

Failure of an EMPLOYEE to disclose pertinent medical information on the pre-employment physical questionnaire is subject to discharge from District service without the right of appeal.

3.10.190 Compensation and Evaluation of Employee Performance

1. The salary schedule for EMPLOYEES shall be as in Article 3.20. The RESPONSIBLE AUTHORITY shall administer the DISTRICT salary plan based on EMPLOYEE'S performance, and the recommendation of EMPLOYEE'S SUPERVISOR. Evaluation of EMPLOYEE'S performance shall be subject to the grievance procedure.

2. Appointment to a Higher Starting Salary: Original appointment shall be made at the starting salary step for each position, except that upon approval of the RESPONSIBLE AUTHORITY and the BOARD, appointments may be made at a higher step. Consideration shall be given to labor market conditions, education, and experience of the proposed EMPLOYEE as compared to minimum qualifications for the classification.

3. Reclassification: In the event of a reclassification the individual reclassified shall be compensated at the salary step of the new position which is not lower than 2% above their present step, and no higher than 5% above their present step.

4. EMPLOYEES shall receive an evaluation of performance as follows:

a. Performance evaluations shall be made during the fifth (5th) month of a probationary period, and annually thereafter, except for UNCLASSIFIED EMPLOYEES which shall be evaluated no later than August 31 of each year. Performance evaluations may be made more frequently at the discretion of the RESPONSIBLE AUTHORITY.

b. The evaluation shall be made by the EMPLOYEE'S immediate SUPERVISOR, and shall be reviewed and approved by the SUPERVISOR'S SUPERVISOR prior to review with the EMPLOYEE. The evaluation shall be written on a form provided by the DISTRICT and shown in Article 3.25.

c. Performance reviews for UNCLASSIFIED EMPLOYEES shall be prepared on a form specified by the GENERAL MANAGER/CEO.

d. If an EMPLOYEE feels the evaluation does not correspond with the facts, he or she may appeal to the RESPONSIBLE AUTHORITY, who shall make the final decision regarding the evaluation, subject to the Grievance Procedure.

5. Salary Increases (Time for Consideration): During the fifth (5th) month of initial service (probationary period) a performance review will be completed by the EMPLOYEE'S SUPERVISOR.

Salary increases shall be considered after the initial six (6) months of service. Increases after the initial six (6) months of service shall be granted as applicable, based on EMPLOYEE performance. Reason for denial of a salary increase will be presented to the EMPLOYEE.

Additional salary increases may be considered on the following schedule: After eighteen (18) months of service and each twelve (12) months thereafter.

6. Salary Increases (Amount) for EMPLOYEES as of July 1, 1997: Such EMPLOYEES at steps 7 or lower shall be eligible for up to a two step increase, and such EMPLOYEES at step 8 shall be eligible for a one step increase. To be eligible for a single step increase, an EMPLOYEE'S performance must be "Satisfactory" (Zone 3) with a total score of 27 or less, with not more than two (2) categories indicating "Adequate" (Zone 4) performance, and not more than one (1) category "Below Acceptable Levels" (Zone 5). To be eligible for a two step increase, an EMPLOYEE'S evaluation must total "Commendable" (Zone 2), with a total score of 18 or less, with not more than two (2) categories indicating "Adequate" (Zone 4) performance. If an EMPLOYEE earns less than a two step increase on performance (not reclassification), they shall be subject to another performance review in six (6) months. At that time, an EMPLOYEE shall be eligible for a single step increase based on an improved performance evaluation with a total score of 23 or less. A performance review score of 18 will be required for a 2½% increase from Step 9 to Step 10. If a score higher than 18 is received, a new review will be done in six (6) months. If a score of 18 or lower is received in six months, a 2½% increase will be awarded at that time. After the 10th Step, all EMPLOYEES are eligible for up to a 2% salary increase every year, until 20 years of service, based on Performance Review scores as follows: 15 for 2%, 16 for 1.5%, and 17 for 1%. After 20 years of service, EMPLOYEES shall be eligible for an increase of 1% each year based upon a Performance Review score of 17 or less.

All such EMPLOYEES with one year at Step 9 or Step 10 will be eligible for a pay raise effective July 1, 1997 based on the last performance review. Any such EMPLOYEE with one year in service at Step 9 or Step 10 after July 1, 1997 will be eligible for a salary increase based upon a new performance review.

7. Salary Increases (Amount) for EMPLOYEES hired after July 1, 1997: Such EMPLOYEES shall be eligible for a one step increase after completion of a six month probationary period and a further one step increase annually thereafter, up to Step 10. After Step 10, EMPLOYEES will be eligible for a 2% increase annually. After 20 years of service, EMPLOYEES will be eligible for an increase of 1% each year.

All increases from Step A to 9 will be as follows: To be eligible for a single step increase, an EMPLOYEE'S performance must be "Satisfactory" (Zone 3) with a total score of 27 or less, with not more than two (2) categories indicating "Adequate" (Zone 4) performance, and not more than one (1) category "Below Acceptable Levels" (Zone 5). If a score higher than 27 is received, a new review will be done in six (6) months. If a score of 23 or lower is received in six months, a 2½% increase will be awarded at that time. A performance review score of 18 will be required for a 2½% increase from Step 9 to Step 10. If a score higher than 18 is received, a new review will be done in six (6) months. If a score of 18 or lower is received in six months, a 2½% increase will be awarded at that time. After the 10th Step, all EMPLOYEES are eligible for up to a 2% salary increase every year, until 20 years of service, based on Performance Review scores as follows: 15 for 2%, 16 for 1.5%, and 17 for 1%.

8. Effective Date of Salary Increase. Salary increases will be effective at the beginning of the pay period following the date in which the increase is due.

9. Salary Decreases: The compensation of an EMPLOYEE may be reduced upon recommendation of the RESPONSIBLE AUTHORITY in cases where the quality and manner of performance of duties do not justify the compensation being received; subject to the grievance procedure.

10. An EMPLOYEE'S driving record must be improving, or clean for consideration for salary increases and/or promotions, subject to the following:

a. An EMPLOYEE convicted of a moving violation in a District vehicle or on District business during the performance review period will be eligible for consideration of no more than one (1) step salary increase and for promotion. Attending and completing an approved driving school as directed and authorized by the court will allow consideration as if no conviction occurred. Moving violations include violations involving a moving vehicle for which points are charged per the California Vehicle Code.

b. An EMPLOYEE convicted of two moving violations during the performance review period will not be eligible for consideration of a salary increase and/or promotion.

c. An EMPLOYEE not awarded a two (2) step salary increase or promotion will be eligible for reconsideration in six (6) months if performance merits, and no additional convictions have occurred. If an EMPLOYEE is re-evaluated for a single increase, the EMPLOYEE'S evaluation has a total score of 18 or less. EMPLOYEES receiving no step increase on their anniversary date will be eligible for consideration of a two (2) step increase and/or promotion after six (6) months, if they have no convictions in the last twelve (12) months. Otherwise, they will be eligible for consideration of a one (1) step increase and not eligible for promotion.

3.10.200 Health, Dental and Retirement

EMPLOYEES shall be included in the health, dental, and retirement plans currently provided by the DISTRICT, and subject to the rules established by the carriers of these plans. In the event of an accident or illness which prevents an EMPLOYEE from working, a temporary layoff or termination of employment of any EMPLOYEE with one year or more of employment, the DISTRICT will continue monthly payments of health and dental benefits for the EMPLOYEE and the EMPLOYEE'S dependents for a period not to exceed six months. Orthodontia coverage will be provided for each EMPLOYEE and each dependent at 50% of charges to a maximum of \$1500 per person per lifetime.

Part-time seasonal and temporary EMPLOYEES are not eligible for the above-mentioned plans, without special authorization by the DISTRICT. However, temporary EMPLOYEES whose term of employment exceeds six months may be enrolled in the Retirement Plan as provided by the Plan trust documents.

A contribution to the DISTRICT retirement plan shall be made by the DISTRICT at a rate of 12.245% of each EMPLOYEE'S base hourly earnings. Vesting provisions and eligibility shall be determined by the Plan Document.

EMPLOYEES shall be included in the Short Term Disability Income policy as provided by the District, subject to eligibility dates set by the carrier.

3.10.210 Education and Training

EMPLOYEES shall be encouraged to seek educational opportunities and shall be encouraged to attend training programs provided by the DISTRICT as follows:

1. For college, community college, and other courses for which academic credit is given, and which are approved by the RESPONSIBLE AUTHORITY, the cost of tuition, books, and course materials shall be reimbursed to the EMPLOYEE upon presentation of evidence of successful completion of the course, as determined by a passing grade from the institution presenting the course. No other compensation shall be rendered.
2. For job-related training courses designed to provide the EMPLOYEE with skills to improve efficiency, the DISTRICT shall provide payment of course fee, transportation, reimbursement for meals and lodging, and shall pay a maximum of eight (8) hours per day for attending such training.

3.10.220 Productive Work Environment

It is in the best interest of the DISTRICT EMPLOYEES and the employer that a productive work environment be maintained. Verbal or physical conduct by any EMPLOYEE which harasses, disrupts, or interferes with another's work performance or which creates an intimidating, offensive, or hostile environment is not acceptable.

1. Verbal Abuse. Comments made verbally that reflect on another EMPLOYEE'S ethnic, religious, or racial background or that show prejudice to others are not acceptable in the work place. Use of profanity and abusive language, and hearsay comments about an EMPLOYEE'S personal affairs are also not acceptable. While the DISTRICT makes no attempt to control the feelings and thoughts of EMPLOYEES, it requires that actions in the workplace not be offensive to others.
2. Sexual Harassment.

a. Supervisors have a responsibility to maintain the work place free of any form of sexual harassment. No supervisor is to threaten or insinuate, either explicitly or implicitly, that an EMPLOYEE'S refusal to submit to sexual advances will adversely affect the EMPLOYEE'S employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. In addition, no supervisor is to favor in any way any applicant or EMPLOYEE because that person has performed or shown a willingness to perform sexual favors for the supervisor.

b. Other sexually harassing conduct in the work place, whether committed by supervisors or non-supervisory personnel, is also prohibited. Such conduct includes:

- 1) Sexual flirtations, touching, advances, or propositions;
- 2) Verbal abuse of a sexual nature;
- 3) Graphic or suggestive comments about an individual's dress or body;
- 4) Sexually degrading words to describe an individual; and
- 5) The display in the work place of sexually suggestive objects or pictures, including nude photographs.

3. PHYSICAL CONDUCT. Any actions made against or threatened against another EMPLOYEE'S physical person are not acceptable.

4. Hostile Work Environment. A hostile environment is not in the best interests of the EMPLOYEES, the public, or the organization as a whole. Verbal abuse, sexual harassment, or improper physical conduct may create a hostile work environment. Actions of this type by EMPLOYEES, groups of EMPLOYEES, or any other persons are not acceptable.

5. Complaint Procedure

a. Any EMPLOYEE who believes that the actions or words of a supervisor or fellow EMPLOYEE constitute unwelcome harassment has a responsibility to report or complain as soon as possible to the appropriate supervisor or to the GENERAL MANAGER/CEO, if the complaint involves the supervisor.

b. All complaints of harassment will be investigated promptly and in an impartial and in as confidential a manner as possible by the supervisor. If an EMPLOYEE is not satisfied with the handling of a complaint or the action taken by the supervisor, then the EMPLOYEE should bring the complaint to the attention of the GENERAL MANAGER/CEO. In all cases, the EMPLOYEE is to be advised of the supervisor's or GENERAL MANAGER/CEO's findings and conclusion.

c. Any EMPLOYEE or supervisor who is found after appropriate investigation to have engaged in harassment of another EMPLOYEE will be subject to appropriate disciplinary action, depending on the circumstances, up to and including termination as contained in SECTION 2.30: DISCIPLINARY ACTION/TERMINATION OF EMPLOYMENT AND APPEALS.

3.10.230 Personnel Files

The GENERAL MANAGER/CEO shall maintain a personnel file for each EMPLOYEE. The file shall contain, but is not limited to, information on the EMPLOYEE'S date of employment, payroll information, benefit information, sick leave, vacation, and compensatory time off, education and training courses completed, memorandums to EMPLOYEE'S performance evaluations, leave of absence requests, Workers' Compensation, and disability information. Nothing of a negative nature will be placed in an EMPLOYEE'S file without a copy being furnished to the EMPLOYEE.

Upon the EMPLOYEE'S request, the GENERAL MANAGER/CEO shall, at reasonable times, permit that EMPLOYEE or that EMPLOYEE'S authorized representative (such authorization shall be in writing) to inspect such personnel file. However, all personnel records shall be considered confidential, and may be made available to SUPERVISORS and Department Heads, only with the expressed authorization of the GENERAL MANAGER/CEO.

All EMPLOYEES shall have those rights set forth in Labor Code Section 1198.5.

3.10.240 Full Time Temporary Employees

FULL TIME TEMPORARY EMPLOYEES may be hired by the DISTRICT when the scope of work to be accomplished warrants. FULL TIME TEMPORARY EMPLOYEES will work a full, forty (40) hour work week, which distinguishes them from part-time EMPLOYEES. FULL TIME TEMPORARY EMPLOYEES shall receive time and a half (1-1/2) pay for actual hours worked on a holiday. (Changed 021406 Ordinance #358)

FULL TIME TEMPORARY EMPLOYEES shall be compensated at a rate consistent with the labor market, as determined by the RESPONSIBLE AUTHORITY, including FICA, Medicare, Worker's Compensation Insurance, and Unemployment Benefits.

FULL TIME TEMPORARY EMPLOYEES shall not be entitled to or earn life insurance, medical and dental insurance, vacation or sick leave, or retirement benefits.

The availability of FULL TIME TEMPORARY assignments will be based on needs of the DISTRICT, as determined by the RESPONSIBLE AUTHORITY, on a case by case basis.

FULL TIME TEMPORARY EMPLOYEES shall serve at the pleasure of the RESPONSIBLE AUTHORITY, and shall be terminable at any time, with or without notice and with or without cause. A FULL TIME TEMPORARY EMPLOYEE shall have no right to file an appeal or grievance arising out of his/her termination.

3.10.250 Part Time Temporary Employees

PART TIME TEMPORARY EMPLOYEES may be hired by the DISTRICT when the scope of work to be accomplished warrants. PART TIME TEMPORARY EMPLOYEES shall work less than a forty (40) hour work week, shall receive time and a half (1-1/2) pay for actual hours worked on a holiday. (Changed 021406 Ordinance #358)

PART TIME TEMPORARY EMPLOYEES shall be compensated at a hourly rate consistent with the local labor market as determined by the RESPONSIBLE AUTHORITY, including FICA, Medicare, Worker's Compensation Insurance, and Unemployment Benefits, but not be entitled to or earn life insurance, medical and dental insurance, vacation or sick leave, or retirement benefits.

The availability of PART TIME TEMPORARY assignments will be based on needs of the DISTRICT, as determined by the RESPONSIBLE AUTHORITY, on a case by case basis.

PART TIME TEMPORARY EMPLOYEES shall serve at the pleasure of the RESPONSIBLE AUTHORITY, and shall be terminable with or without prior notice and with or without cause. PART TIME TEMPORARY EMPLOYEES shall have no right to file an appeal or grievance arising out of their termination.

3.10.260 Part Time Regular Employees

PART TIME REGULAR EMPLOYEES may be hired by the DISTRICT when the scope of work to be accomplished warrants. PART TIME REGULAR EMPLOYEES shall work less than a forty (40) hour work week.

PART TIME REGULAR EMPLOYEES will be compensated at an hourly rate consistent with the local labor market as determined by the RESPONSIBLE AUTHORITY, which may include retirement, life insurance, medical and dental insurance and all other benefits accorded FULL TIME REGULAR EMPLOYEES, prorated, based on the number of hours worked. There will be three categories of PART TIME REGULAR EMPLOYEES: 1) 0-20 hours per week, no benefits received; 2) 21-30 hours per week, benefits prorated at half-time; 3) 31-39 hours, benefits prorated at three-quarter time. PART TIME REGULAR EMPLOYEES will be required to pay the differential increment for medical/dental insurance based on hours worked.

The availability of PART TIME REGULAR assignments will be based on needs of the DISTRICT, as determined by the RESPONSIBLE AUTHORITY, on a case by case basis.

PART TIME REGULAR EMPLOYEES shall have the same rights as CLASSIFIED, including but not limited to access to the Grievance Procedure.

3.10.270 Discrimination

No EMPLOYEE or applicant for employment with the DISTRICT shall be appointed, demoted, or removed or in any way favored or discriminated against because of sex, race, religion, or political opinions or affiliations; nor shall any person be discriminated against because of age, or physical disability, except where a specific age or physical requirement constitutes a bona fide occupational qualification necessary for proper and efficient completion of assigned duties.

3.10.280 Uniforms

The DISTRICT will provide uniform work clothing for EMPLOYEES as required. Uniforms for any other EMPLOYEES will be only as approved by the RESPONSIBLE AUTHORITY or his or her designated representative. When provided, uniforms shall be worn at all times during the course and scope of EMPLOYEE duties, except when authorized by the RESPONSIBLE AUTHORITY.

3.10.290 Layoff/Demotion

If it is necessary for the DISTRICT to layoff or demote any EMPLOYEE, except for OFFICER or part or full time TEMPORARY employees, due to lack of work, lack of funds, or reorganization; EMPLOYEES affected will be informed at least thirty (30) days prior to the effective date of the layoff or demotion, if possible. In determining EMPLOYEES who will be laid off or demoted, the DISTRICT shall consider skills, capacity or ability to satisfactorily perform the duties of a position, growth potential, and years of service with the DISTRICT. Whenever two (2) or more EMPLOYEES are considered equal in skills, capacity or ability and growth potential as indicated by the EMPLOYEE'S personnel files, the EMPLOYEES with the longest service with the DISTRICT shall be given preference for retention. OFFICER EMPLOYEES shall serve at the pleasure of the Board of Directors. Part or full time TEMPORARY EMPLOYEES may be terminated or demoted with only that notice otherwise required by law.

3.10.230 Disciplinary Action/Termination of Employment and Appeals

1. The tenure of EMPLOYEES shall be during good behavior, and observance of DISTRICT employment standards, rules, and policies. TEMPORARY EMPLOYEES may be terminated at any time with or without cause. FULL TIME TEMPORARY AND PART TIME TEMPORARY EMPLOYEES have no appeal rights under this section. Each of the following constitutes cause for discipline or termination of a REGULAR FULL TIME or PART TIME EMPLOYEE:

- a. Fraud in securing employment.

- b. Incompetence.
- c. Inefficiency.
- d. Inexcusable neglect of duty.
- e. Insubordination to a SUPERVISOR or management personnel.
- f. Dishonesty.
- g. Drunkenness on duty.
- h. Addiction to the use of narcotics or habit-forming drugs.
- i. Intemperance.
- j. Inexcusable absence without leave.
- k. Use of Sick Leave for other than illness or attention to an immediate family member.
- l. Violation of safety standards set by the DISTRICT.
- m. Failure to (1) maintain a motor vehicle operator's license, or (2) failure to maintain a motor vehicle operator's record acceptable to the DISTRICT'S fleet insurance carrier, or (3) failure to maintain a violation point count below that which would create a prima facie presumption of being a negligent operator of a motor vehicle pursuant to California Vehicle Code Section 12810.5.
- n. Conviction of a felony or conviction of a misdemeanor involving moral turpitude. A plea or verdict of guilty, or a conviction following a plea of nolo contendere, to a charge of a felony or any offense involving moral turpitude is deemed to be a conviction within the meaning of this section.
- o. Immorality.
- p. Discourteous treatment of the public or other EMPLOYEES.
- q. Improper political activity.
- r. Willful disobedience.
- s. Misuse of District property.
- t. Refusal to take and subscribe any oath of affirmation which is required by law in connection with employment.
- u. Other failure of good behavior either during or outside of duty hours, which is of such a nature that it causes discredit to the District or the EMPLOYEE.
- v. Presentation of any false travel or expense claim.
- w. Conviction of driving under the influence in a DISTRICT vehicle, or on DISTRICT business.
- x. Violation of any District rule or regulation, or any of the above items.

Discipline may take the form of termination, suspension without pay, demotion, reduction in salary for a specified period of time, forfeiture of compensatory time, vacation, or sick leave.

2. The employment of probationary EMPLOYEES may be terminated at any time during said probationary period, for any reason and without any right of appeal or hearing.

3. For the causes enumerated in SECTION 3.10.300, the RESPONSIBLE AUTHORITY shall have the right to take the following disciplinary action against any EMPLOYEE;

- a. Demotion.
- b. Suspension without pay.
- c. Termination.
- d. Reduction in salary for a specified time.
- e. Forfeiture of compensatory time, vacation, or sick leave.

4. At least five calendar days prior to the effective date of any disciplinary action described in Subparagraph 1, the RESPONSIBLE AUTHORITY or any person authorized by him or her, shall serve the EMPLOYEE with written notice of the proposed action, the reason for such action, a copy of the charges and material upon which the action was based, and the right to respond either verbally or in writing, to the RESPONSIBLE AUTHORITY prior to the effective date of the disciplinary action.

On the date set for the EMPLOYEE'S response to the proposed disciplinary action the GENERAL MANAGER/CEO shall revoke, modify, or sustain the proposed disciplinary action and will so inform the EMPLOYEE in writing, if the EMPLOYEE has exercised the right to respond under this subdivision. If the EMPLOYEE does not respond, the disciplinary action shall take effect as proposed.

5. No later than twenty (20) calendar days after the effective date of disciplinary action, the EMPLOYEE may file with the DISTRICT a written answer to the disciplinary action, which answer shall be deemed to be a denial of all of the allegations of the notice of disciplinary action, not expressly admitted, and a request for hearing or investigation as provided in this section. With the consent of the DISTRICT, or its authorized representative, an amended answer may be subsequently filed. If the EMPLOYEE fails to appear within the time specified, or after the answer withdraws his or her appeal, the disciplinary action taken by the RESPONSIBLE AUTHORITY shall be final.

6. An EMPLOYEE who has been disciplined, or an attorney, or authorized representative, shall have the right to inspect any documents in the possession of or in the control of the GENERAL MANAGER/CEO, which are relevant to the punitive action taken and which would be admissible in evidence at the hearing of the EMPLOYEE'S appeal from the disciplinary action. The EMPLOYEE or his or her attorney shall have the right to interview other EMPLOYEEES who have knowledge of the acts or admissions upon which the disciplinary action was based. Interviews of other EMPLOYEEES and inspection of documents shall be at times and places reasonable for the EMPLOYEE and for the GENERAL MANAGER/CEO.

7. At any time before an EMPLOYEE'S appeal is submitted to the DISTRICT or its authorized representative for decision, the GENERAL MANAGER/CEO may, with the consent of the DISTRICT, or its authorized representative; serve on the EMPLOYEE and file with the DISTRICT, an amended or supplemental notice of disciplinary action. If the amended or supplemental notice presents new causes or

allegations, the EMPLOYEE shall be afforded a reasonable opportunity to prepare his or her defense thereto, but he or she shall not be entitled to file a further answer unless the DISTRICT or its authorized representative so orders. Any new causes or allegations shall be deemed controverted and any objections to the amended or supplemental causes or allegations may be made orally at the hearing or investigation and shall be noted in the record.

8. Whenever an answer is filed by an EMPLOYEE who has been suspended without pay for ten (10) days or less, the DISTRICT or its authorized representative shall within a reasonable time, hold a hearing. The DISTRICT shall notify the EMPLOYEE of the time and place of the hearing. Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code, except the EMPLOYEE and the other persons may be examined as provided in Section 19580 of the Government Code, and the GENERAL MANAGER/CEO and the EMPLOYEE may submit all proper and competent evidence against or in support of the causes.

9. Whenever an answer is filed to a disciplinary action, other than a suspension without pay for ten (10) days or less, the DISTRICT or its authorized representative shall within a reasonable period of time, hold a hearing. The DISTRICT shall notify the EMPLOYEE of the time and place of the hearing. Such hearing shall be conducted in accordance with the provisions of Section 11513 of the Government Code, except the EMPLOYEE and the other persons may be examined as provided in Section 19580 of the Government Code, and the GENERAL MANAGER/CEO and the EMPLOYEE may submit all proper and competent evidence against or in support of the causes.

10. Failure of an EMPLOYEE to appear at the hearing shall be deemed as a withdrawal of his or her answer and the action of the person imposing discipline shall be final.

11. At the hearing, the EMPLOYEE may be examined and may examine or cause any person to be examined under Section 776 of the Evidence Code.

12. Hearings may be held by the DISTRICT, or by any authorized representative other than the person who imposed the discipline in question, but the DISTRICT may accept, reject, or modify the proposed decision.

13. If a contested case is heard by an authorized representative, he or she shall prepare a proposed decision in such form that it may be adopted as the decision in the case. A copy of the proposed decision shall be filed by the DISTRICT as public record and furnished to the EMPLOYEE within ten (10) days after the proposed decision is filed with the DISTRICT. The DISTRICT itself may adopt the decision in its entirety, or may reduce the disciplinary action set forth therein and adopt the balance of the proposed decision.

14. If the proposed decision is not adopted as provided in subparagraph B, the EMPLOYEE shall be notified of such action, and the DISTRICT itself may decide the case upon the record, including the transcript, with or without taking any additional evidence, or may refer the case to the same or another authorized representative to take additional evidence. If the case is so assigned to an authorized representative, he or she shall prepare a proposed decision as provided in paragraph 2 upon the additional evidence and the transcript and other papers which are a part of the record of the prior hearing. A copy of such proposed decision shall be furnished to the EMPLOYEE. The DISTRICT itself shall decide no case provided for in this paragraph without affording the EMPLOYEE the opportunity to make oral and written argument before the DISTRICT itself. If additional oral evidence is presented before the DISTRICT itself, no DISTRICT member shall vote unless he or she has heard the additional oral evidence.

15. In arriving at a decision or a proposed decision, the DISTRICT or its authorized representative may consider any prior suspension or suspensions of the EMPLOYEE or any prior proceedings under this section.

16. The decision shall be in writing and shall contain findings of fact and the disciplinary action, if any. The findings may be stated in the language of pleadings to the EMPLOYEE that the time within such judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.

17. The DISTRICT shall render a decision within a reasonable time after the hearing or investigation. The disciplinary action taken by the GENERAL MANAGER/CEO or his or her authorized representative shall stand unless modified or revoked by the DISTRICT. If the DISTRICT finds the cause or causes by which the disciplinary action imposed were insufficient or not sustained, or that the EMPLOYEE was justified in the course of conduct upon which the causes were based, it may modify or revoke the disciplinary action and it may order the EMPLOYEE returned to his or her position, either as of the date of the disciplinary action or as of such later date as it may justify. The decision of the DISTRICT shall be entered upon the minutes of the Board of Directors of the DISTRICT.

3.10.310 Suspension

Benefits will be continued upon suspensions lasting less than ten (10) working days. No benefits will be paid by the DISTRICT for suspension over ten (10) days, although the EMPLOYEE may continue medical, dental, vision, orthodontic, life and State Disability benefits by making the necessary payment as calculated by the Accounting Department.

3.10.320 Public Relations

EMPLOYEEES will conduct themselves in a manner that will reflect credibility upon the DISTRICT. In dealing with the public, all EMPLOYEEES will maintain a polite and helpful

attitude. Information relayed to the public should be factual and limited to the actual situation. No admission of DISTRICT responsibility should be made. Requests for further information should be referred to the GENERAL MANAGER/CEO.

3.10.330 Time Cards, Daily Time Sheets, and Other Work Statements

No EMPLOYEE may punch in or out on the time clock for another EMPLOYEE. All changes on time cards must be initiated by the immediate supervisor and/or RESPONSIBLE AUTHORITY.

Daily time sheets must be accurately filled out each work day to include all time worked. Overtime Pay Request slips must be filled out if overtime is to be paid.

All documents relating to hours worked by EMPLOYEES must coincide. In case of discrepancies, time cards will take precedence.

3.10.340 Benefits

1. Current EMPLOYEE benefits include the following:
 - a. Vacation
 - b. Sick Leave
 - c. Retirement Plan
 - d. Life Insurance
 - e. Health Insurance
 - f. Dental Insurance
 - g. Vision Insurance
 - h. Short Term Disability Income Insurance
 - i. Sick Leave Buyback Plan
 - j. Safe Vehicle Operation Bonus
 - k. Professional Membership Fees
 - l. Bereavement Leave

2. Statutory Benefits Include:
 - a. Worker's Compensation Insurance
 - b. State Disability Insurance, paid by EMPLOYEE
 - c. Social Security (1/2 paid by EMPLOYEE and 1/2 paid by DISTRICT)
 - d. Unemployment Insurance
 - e. Jury Duty

3. Optional Benefits (Paid by EMPLOYEE) include:
 - a. Golden One Credit Union
 - b. Deferred Compensation Plan
 - c. Tool Purchase Plan
 - d. IRS 125 Cafeteria Plan

Benefits may be deleted, altered, or increased at the discretion of the DISTRICT.

3.10.360 Safe Vehicle Operation Bonus

For every six (6) month period (January 1 to June 30; and July 1 to December 31) that an OFFICER, UNCLASSIFIED, CLASSIFIED or PART TIME REGULAR EMPLOYEE has no at-fault accidents, or violations on their driving record, said EMPLOYEE will be awarded four (4) hours of vacation, with said benefit being prorated in the case of a PART TIME REGULAR EMPLOYEE. Minor violations, non-moving violations, violations with extenuating circumstances, and violations not resulting in the award of points, will not be considered at the discretion of the GENERAL MANAGER/CEO.

3.10.370 Safety and Safety Equipment

Necessary safety equipment will be purchased and issued to all EMPLOYEES of the DISTRICT who require such equipment on the job. It shall be the responsibility of the EMPLOYEE to properly utilize, protect, and safeguard such equipment from damage. EMPLOYEES who continually lose or damage equipment may be required to purchase their own equipment, if in the opinion of the RESPONSIBLE AUTHORITY, neglect or carelessness on the part of the EMPLOYEE has occurred.

Safety procedures will be observed at all times. Unsafe conditions shall be immediately reported to an EMPLOYEE'S immediate supervisor.

3.10.380 Tool Policy

The following policy is for the benefit of the DISTRICT and the EMPLOYEES. The policy makes the EMPLOYEE totally responsible for his or her tools, and also allows the EMPLOYEE to acquire the required tools at a reduced cost and to keep possession of the tools upon termination:

1. Required Tools. The DISTRICT may develop a list of required hand tools or equipment for any employment position. All EMPLOYEES, except temporary EMPLOYEES, within a covered position, as a condition of his or her employment, will be required to provide and have the tools available in his or her possession ready to work. If any EMPLOYEE transfers to another department or classification, he or she must, within a reasonable amount of time, secure the required tools. Temporary EMPLOYEES will have tools provided by the DISTRICT, but may participate in the tool policy if they desire.

Tools added to the list will be provided by the DISTRICT at no cost to the EMPLOYEE, and will remain the property of the DISTRICT. Such tools may be placed under the tool purchase policy.

2. Tool Purchase. At the request of the regular EMPLOYEE, the DISTRICT will purchase for the EMPLOYEE the recommended list of tools for his or her classification/department at DISTRICT cost, then as a one-time offer, discount that cost 25%. The EMPLOYEE will then reimburse the DISTRICT in one lump

sum or monthly payroll deductions. The EMPLOYEE shall reimburse the DISTRICT at a rate of one third (1/3) of the cost each year for three (3) years.

Temporary EMPLOYEES will be treated equal to permanent EMPLOYEES, with one alternative. The DISTRICT will loan the necessary tools for their use. The temporary EMPLOYEE will be responsible for the tools borrowed from the DISTRICT.

3. Lost, Broken or Worn Tools and Stolen Tools. Broken or worn tools will be replaced at DISTRICT cost. Tools stolen by forcible entry into District property or DISTRICT vehicles will be replaced by the DISTRICT, provided there is no showing of negligence on the part of the EMPLOYEE. A police report must be filed for any incident of theft. Lost tools will be replaced by the EMPLOYEE.

4. Tool Quality. Tools purchased by the DISTRICT or the EMPLOYEE will bear a lifetime guarantee, such as Craftsman, etc. If the tools fail, they will be replaced under the manufacturer's warranty.

5. Ownership of Tools After Termination. If the EMPLOYEE terminates from DISTRICT service prior to completion of three (3) years of service, or prior to completion of repayment for tools, full payment must be made prior to final processing. Such payment may be made directly by the EMPLOYEE, or may be deducted from final vacation, sick leave and/or final pay checks. If the EMPLOYEE leaves prior to one year of service, the 25% DISCOUNT given shall be reimbursed to the DISTRICT.

After final payment, tools become the sole property of the EMPLOYEE. If the EMPLOYEE terminates prior to full payment of the tools, and chooses not to retain the tools, a refund of one-half (1/2) the monies paid to the DISTRICT by the EMPLOYEE for the tools will be made to the EMPLOYEE after return of a full set of tools in good condition.

Any tool set turned in and not retained by the EMPLOYEE, must be a full set in good condition, or must be brought to completeness and serviceability at the EMPLOYEE'S cost. If this is not possible through monies due the EMPLOYEE, the EMPLOYEE shall make up the difference.

6. Inventory. The DISTRICT'S Purchasing Agent will maintain an inventory sheet on each EMPLOYEE who has purchased tools through the DISTRICT. The DISTRICT reserves the right to inspect the EMPLOYEES' tool supply at any time to insure proper tools are available.

7. Agreement. Each tool purchase shall be accompanied by a signed agreement between the DISTRICT and the EMPLOYEE.

8. Provision of Tools by EMPLOYEE. An EMPLOYEE may elect to provide the required tools from his or her own supply, and not participate in the tool purchase program. The EMPLOYEE will be responsible to maintain the required tools in quality and quantity sufficient for completion of the EMPLOYEE'S assigned duties.

3.10.390 Employee Suggestions

EMPLOYEE suggestions will be solicited on forms provided by the DISTRICT. Cash awards for money-saving suggestions may be made by the DISTRICT upon recommendation by the RESPONSIBLE AUTHORITY.

3.10.400 Awards for Extraordinary Service

Awards for extraordinary service may be made by the DISTRICT on recommendation of the RESPONSIBLE AUTHORITY. Extraordinary service in the event of emergencies may be given careful consideration. Awards may be given for public recognition and compliments. All EMPLOYEES will be eligible. Awards may be made to individuals or teams. Awards will consist of cash.

3.10.410 Outside Employment

No EMPLOYEE as defined herein shall be permitted to accept employment outside DISTRICT service if:

1. The outside employment leads to a condition resulting in grounds for discipline under SECTION 3.10.300.
2. The nature of the outside employment is such that it will reflect unfavorably on the EMPLOYEE, or the DISTRICT.
3. The additional duties to be performed are inconsistent, incompatible or in conflict with the duties required by DISTRICT service.
4. Involves the use for private gain or advantage of his or her local agency time, facilities, equipment and supplies; or the badge, uniform, prestige, or influence of his or her local agency office or employment, or
5. Involves receipt or acceptance by the EMPLOYEE of any money or other consideration from anyone other than his or her local agency for the performance of an act which the EMPLOYEE, if not performing such act, would be required or expected to render in the regular course or hours of his or her local agency employment or as a part of his or her duties as a local agency EMPLOYEE, or
6. Involves the performance of an act in other than his or her capacity as a local agency EMPLOYEE which act may later be subject directly or indirectly to

the control, inspection, review, audit, or enforcement of any other EMPLOYEE or such agency by which he or she is employed, or

7. Involves such time demands as would render performance of his or her duties as a local agency EMPLOYEE less efficient.

EMPLOYEES shall be given notice of any determination of prohibited activities or disciplinary action for engaging in such activities, and EMPLOYEES shall be entitled to use the grievance procedure set forth herein to appeal from any such determination or discipline.

3.10.420 Use of District Property in Connection with Outside Employment

No EMPLOYEE shall be permitted to use DISTRICT records, materials, equipment, facilities, or other resources in connection with outside employment, except as such are available to the general public.

3.10.430 Termination Due to Disability

An EMPLOYEE who is unable to continue employment with the DISTRICT due to a physical or mental disability, shall be terminated when all sick leave, vacation benefits, disability benefits, available unpaid leaves, and any leaves mandated by law have been exhausted. Additional sick leave or leave of absence may be granted at the discretion of the DISTRICT.

3.10.440 Grievance Procedure

The following procedure shall be utilized to resolve problems arising out of normal employment activities. The objective of these procedures is to insure a favorable employment atmosphere for efficient accomplishment of DISTRICT operations. Nothing with relation to these procedures shall effect the right of EMPLOYEES conferred under Sections 3500, et. seq. of the Government code. All parties involved in a grievance shall act quickly so the grievance may be solved quickly. Both parties shall complete actions within the time limits prescribed. The time limits may be extended by written consent of both parties.

This grievance procedure shall be used to process and resolve grievances not covered under SECTION 3.10.300.

1. Definitions
 - a. A grievance is a complaint of one or a group of EMPLOYEES, against the DISTRICT, involving the interpretation, application, or enforcement of the express terms of this Ordinance.
 - b. As used in this procedure, the term "immediate supervisor" means the individual who assigns, reviews, and directs the work of an EMPLOYEE.

2. Time Limits and Procedures

a. Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties the time limitation for any step may be extended.

b. Informal discussion shall in all cases precede initiation of a Formal Grievance.

3. EMPLOYEE Rights.

a. The EMPLOYEE retains all rights conferred by Sections 3500, et. seq. of the Government Code. An EMPLOYEE may elect to be represented by their own counsel in resolving any grievance.

4. Informal Discussion

a. The grievance initially shall be discussed with the immediate supervisor. Within five (5) work days, the immediate supervisor shall give his or her decision or response.

b. If the informal grievance procedure is not initiated within five (5) work days of the event or condition responsible for the grievance, no basis for the grievance shall be determined to have existed.

5. Formal Grievance Procedure.

a. If an informal grievance procedure does not resolve the grievance to the satisfaction of the EMPLOYEE, a formal grievance may be initiated. A formal grievance may be initiated no later than:

1) Ten (10) work days after the event or circumstances occasioning the grievance

or

2) Within four (4) work days of the decision rendered in the informal grievance procedure, whichever is later.

b. A formal grievance shall be initiated in writing on a form prescribed by the DISTRICT and shall be filed with the appropriate next level of supervision as the first level of appeal. Within ten (10) work days after the initiation of the formal grievance, the next level supervisor at the first level

of appeal shall investigate the grievance, and give a decision in writing to the EMPLOYEE.

c. If the EMPLOYEE is not satisfied with the decision rendered, the EMPLOYEE may appeal the decision within ten (10) work days to the GENERAL MANAGER/CEO. The GENERAL MANAGER/CEO shall respond in writing within ten (10) work days to the EMPLOYEE. If the GENERAL MANAGER/CEO determines that it is desirable, he or she shall hold conferences or otherwise investigate the matter.

d. If the EMPLOYEE is not satisfied with the decision rendered by the GENERAL MANAGER/CEO, the EMPLOYEE may appeal the GENERAL MANAGER/CEO's decision to the DISTRICT Board of Directors. At the next regularly scheduled Board meeting, the Board shall assign the grievance to a hearing officer, unless both the EMPLOYEE and the Board agree to the grievance being heard by the Board.

e. In the event the hearing is to be heard by a hearing officer, the Board shall select the hearing officer from either the Placer County Superior Court Arbitration List or from a list supplied by the Federal Mediation and Conciliation Service. The hearing officer shall be an individual properly trained and experienced to conduct a comprehensive hearing on the grievance. DISTRICT Board members, DISTRICT EMPLOYEES, or continuing consultants to the DISTRICT shall not be eligible to be a hearing officer, however, individuals who have acted as hearing officers in the past shall remain eligible. The hearing officer shall conduct a hearing pursuant to Section 11513 of the Government Code. The hearing officer shall render a proposed decision to the Board and shall allocate the cost of the grievance hearing, including his or her fee and the fee of a court reporter, if any, between the parties based on the merits of the grievance.

f. If the proposed decision is not adopted by the Board, the EMPLOYEE shall be notified of such action, and the Board itself may decide the case upon the record, including the transcript, with or without taking any additional evidence, or may refer the case to the same or another hearing officer. He or she shall prepare a proposed decision as provided in subparagraph d. upon the additional evidence and the transcript and other papers which are part of the record of the prior hearing. A copy of such proposed decision shall be furnished the EMPLOYEE. The DISTRICT itself shall decide no case provided for in this subparagraph without affording the EMPLOYEE the opportunity to make oral and written argument before the DISTRICT itself. If additional oral evidence is presented before the DISTRICT itself, no DISTRICT member shall vote unless he or she has heard the additional oral evidence.

g. The decision shall be in writing and shall contain findings of fact and a determination of the issues. The decision shall provide notice to the EMPLOYEE that the time within which judicial review must be sought is governed by Section 1094.6 of the Code of Civil Procedure.

3.10.450 Hiring and Promotion Policy and Procedures

1. POLICY:

It is the policy of the DISTRICT to promote and transfer fully qualified personnel to vacant positions. For certain positions, it may be desirable to recruit persons outside the District in addition to current DISTRICT personnel. This option is at the sole discretion of the RESPONSIBLE AUTHORITY.

2. PROCEDURE:

a. A notice of vacancy shall be posted for at least two (2) weeks prior the final date to accept applications. A complete job description and salary range will be available to all interested applicants.

b. Applicants to be interviewed shall be selected from the applications received before the final date to accept applications. An interview committee shall be selected by the Department Head, SUPERVISOR, and RESPONSIBLE AUTHORITY. The use of personnel from outside the DISTRICT on the interview committee is encouraged.

Applicants shall be scored at the interview, utilizing a form provided by the DISTRICT, which shall be a confidential document, and not available for review.

c. The use of tests to determine the suitability of applicants in addition to the interview is also encouraged. Tests may be practical exercises (typing tests), or verbal examinations, or written examination. For some positions, a combination of tests may be appropriate.

d. After selection, all applicants will be notified within five (5) days. Reason for non-selection will be discussed with unsuccessful applicants, if requested. Interview evaluation forms will not be disclosed.

3.10.460 Service of Notice, Paper or Other Documents, Filing of Current Employee Address

All EMPLOYEES shall provide the GENERAL MANAGER/CEO with their current home address and telephone number; if any, and shall be responsible to inform the GENERAL MANAGER/CEO of any change of address or telephone number.

Whenever any notice, paper, or other document, is directed to be given to or served upon any covered EMPLOYEE, such notice, paper, or other document may be personally served or it may be served by mail to the last known residence or business address of the addressee shown in the records of the DISTRICT.

Service by mail of the charges in a disciplinary proceeding, the notice of an EMPLOYEE'S suspension, or any other notice required by this agreement, is made by the enclosure of such charges or notice in a sealed envelope, addressed to the last known address of the EMPLOYEE to be served, registered with return receipt requested, and depositing of it in the United States mail with postage fully prepaid. Service is complete on mailing.

All EMPLOYEES must provide the accounting department with their current mailing address and phone number (if applicable). This requirement is a condition of employment.

3.10.470 Probationary Period

The service of a probationary period is required when a person enters the employ of the District, or is promoted to a new position in a different job classification.

During the probationary period, the RESPONSIBLE AUTHORITY or his or her designee shall evaluate the work and efficiency of a probationer. The probationary period shall initially be six (6) months long. If an EMPLOYEE is hired within thirty (30) days following termination of their status as a temporary EMPLOYEE, in the same classification and job title last held as a temporary EMPLOYEE, said EMPLOYEE'S time of service as a temporary EMPLOYEE in such classification, up to a maximum of three (3) months, shall be counted as part of the EMPLOYEE'S probationary period.

Any probationer may be rejected by the DISTRICT during the probationary period with or without prior notice and with or without cause, and such probationer shall have no appeal rights as a result of such action.

3.10.480 Employees Working in a Higher Classification

When an employee is assigned to perform the substantial range of duties in a vacant position in a higher classification and is responsible for the duties of the vacant position in a higher classification for a period of five (5) consecutive days, the EMPLOYEE shall receive work out of classification pay at the pay level of Step 1 of the higher classification effective the first day of such work. Should the salary level of the employee be higher than Step 1 of the higher classification, or should no classification exist, the EMPLOYEE shall receive a 5% pay increase while filling the higher classification.

The RESPONSIBLE AUTHORITY shall approve all assignments for work out of classification pay.

3.10.490 District Vehicle Use

1. AT WORK VEHICLE USE

During normal business hours, DISTRICT vehicles may be used for the following:

- a. DISTRICT business
- b. Lunch to a reasonably close restaurant if in the field at lunch time
 - c. DISTRICT vehicles shall not be used for personal use, such as trips to the post office, bank, grocery store, etc. No one will be transported in DISTRICT vehicles except for DISTRICT business and emergencies, or as authorized by the GENERAL MANAGER/CEO.

2. VEHICLE TO AND FROM WORKPLACE, OFF DUTY USE

The following positions may be entitled to take a DISTRICT vehicle home after hours: 1. Duty Supervisor; 2. On-call EMPLOYEES

The persons utilizing DISTRICT vehicles shall be ready to respond to calls for the EMPLOYEE'S service; to be able to be reached by telephone and/or carry a pager; to remain within a specified distance from the DISTRICT, and to refrain from activities that might impair the EMPLOYEE'S ability to perform his or her assigned duties during the standby period, including but not limited to the consumption of any alcoholic beverages in any quantity.

At the discretion of the Department Head, other EMPLOYEES may take vehicles home if a DISTRICT necessity exists. Vehicles taken to and from work will not be used for any purpose except District business.

3. VEHICLE ALLOWANCE

Based on conditions of employment, the following EMPLOYEES may be entitled to use of a DISTRICT vehicle, or be granted a vehicle allowance, at BOARD discretion: General Manager/CEO, ACCOUNTANT/CFO, Public Works Director/Assistant General Manager, and Utility Operations Manager.

3.10.500 Drug Free Workplace

It is in the best interest of the EMPLOYEES and the DISTRICT to maintain a workplace where substance abuse and its effects are not present. All should be aware of the adverse effects of substance abuse. Available EMPLOYEE assistance programs and the financial aid provided by the DISTRICT or UNION medical plans are important

benefits and an integral element of the DISTRICT effort to insure the most productive workplace.

1. EMPLOYEE FITNESS

a) EMPLOYEES must be mentally and physically able to perform their duties safely and efficiently, in the interest of their fellow workers and the public, as well as themselves. The presence of drugs and alcohol on the job and the influence of these substances on EMPLOYEES during working hours are inconsistent with this objective. While the NORTH TAHOE PUBLIC UTILITY DISTRICT has no intention of intruding into the private lives of its EMPLOYEES, the involvement with drugs and alcohol may adversely affect job performance and EMPLOYEE safety.

b) It is the DISTRICT'S policy to prohibit the unlawful manufacture, dispensing, possession, or use of a controlled substance at all work locations. It is the DISTRICT'S policy that DISTRICT EMPLOYEES not be under the influence of alcohol on DISTRICT property or work locations when an EMPLOYEE is performing assigned work duties.

c) Use of prescribed medications and drugs in accordance with a physician's instructions is not a violation of this policy as long as the medications or drugs do not interfere with the safe and effective performance of duties. Should prescribed medications or drugs adversely effect an EMPLOYEE'S ability to perform job duties adequately and safely, appropriate time off should be taken until the effects of such prescriptions are not significant.

2. Supervisory Actions. Any supervisor who reasonably believes an EMPLOYEE to be under the influence of alcohol or drugs shall report the incident immediately to the GENERAL MANAGER/CEO. The safety of the EMPLOYEE and the public should be considered in that the EMPLOYEE should be required to cease further work that could prove harmful. At the direction of the GENERAL MANAGER/CEO, the EMPLOYEE shall be safely transported from the worksite. The GENERAL MANAGER/CEO may request an alcohol and/or drug analysis. Refusal to submit to such a test may constitute insubordination and may be grounds for discipline up to and including termination.

3. EMPLOYEE Actions. Any EMPLOYEE who reasonably believes another EMPLOYEE to be under the influence of alcohol or drugs shall report the incident immediately to their supervisor or department head who shall report the incident to the GENERAL MANAGER/CEO immediately. The safety of the EMPLOYEE and the public should be considered in that the EMPLOYEE should be required to cease further work that could prove harmful. The EMPLOYEE should be safely transported from the worksite. The GENERAL MANAGER/CEO may request an alcohol and/or drug analysis. Refusal to submit to such a test may constitute insubordination and may be grounds for discipline up to and including termination.

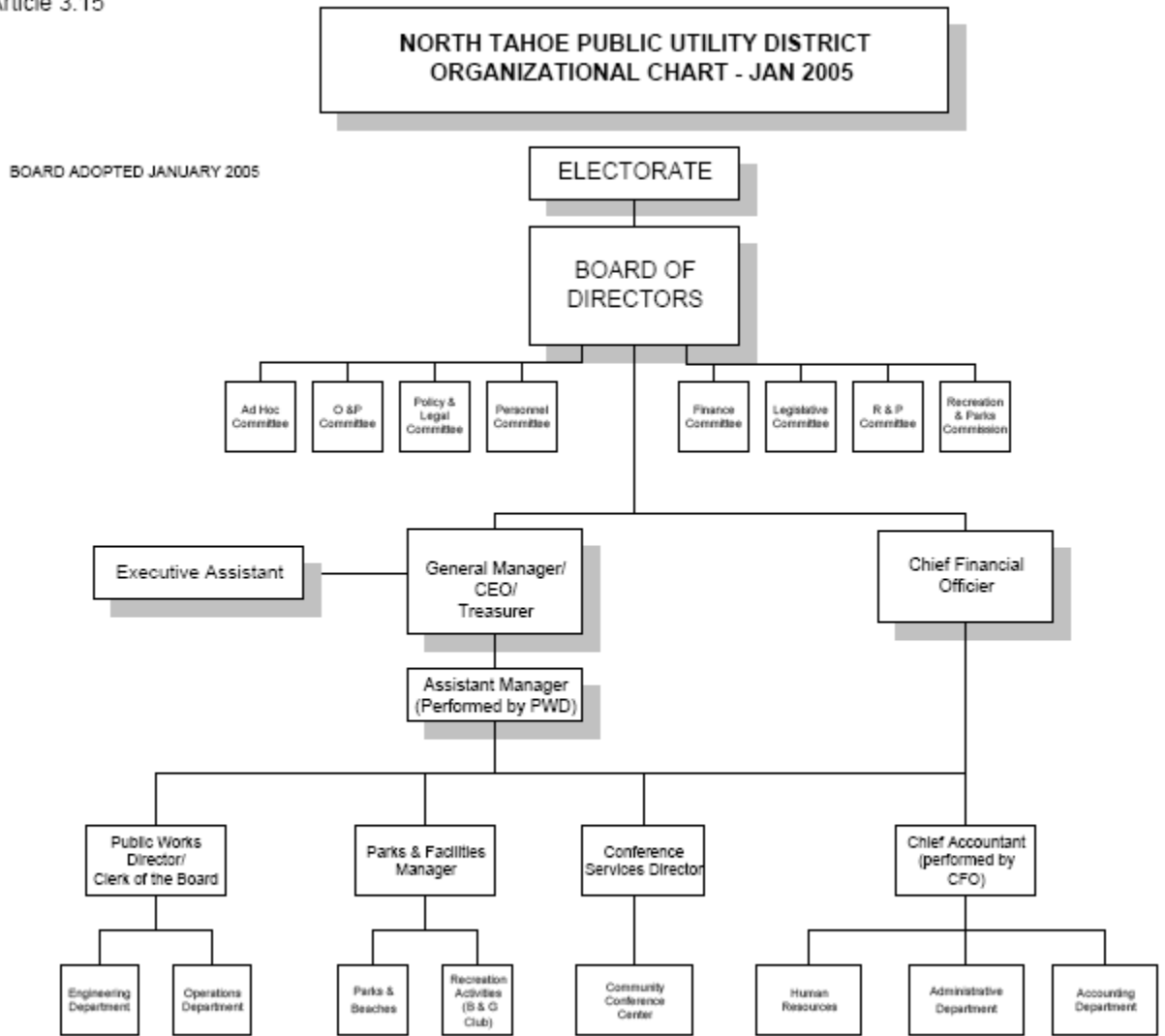
4. EMPLOYEE Assistance. The Placer County Division of Drug Program Services and Placer County Division of Alcohol Program Services have established voluntary assistance programs to assist those who seek help for alcohol and drug problems. EMPLOYEES with an identified alcohol or drug problem should voluntarily seek confidential assistance. DISTRICT and UNION medical plans provide for payment for these services.

5. As a condition of employment, DISTRICT EMPLOYEES are expected to be aware of the terms of this policy and to notify the DISTRICT of any criminal drug statute conviction for a violation occurring in the workplace within 5 days of the conviction. Violation of this policy is cause for disciplinary action, up to and including discharge from DISTRICT service.

6. Substance Abuse Testing Policy: Department of Transportation, 49 CFR Part 29, "The Drug-Free Workplace Act of 1988". In compliance with Federal drug and alcohol testing regulations, the DISTRICT must adhere to the Substance Abuse Testing Policy as shown in Article 3.30.

3.15 Organizational Chart

Chapter 3, Article 3.15



3.20 Salary Schedule

CHAPTER 4 REVENUE AND FINANCE

CHAPTER 5 GENERAL UTILITY SERVICE PROVISIONS

5.05 Purpose

The purpose of this Article is to establish regulations relative to the relocation of privately owned service laterals to connect to relocated District service mains.

5.05.010 Requirement for Relocation of Privately Owned Service Lateral

When the District relocates service mains with the intention of disconnecting service through the original existing service mains it shall be the responsibility of the owners of all properties which have service provided through the original existing service mains to relocate their privately owned service laterals to accept service through the relocated service mains at their sole expense and pursuant to the relocation schedule established by the District pursuant to the provisions of this Article. The District shall provide service laterals between the relocated service mains and the property line and shall install appropriate meter boxes or cleanouts at the property line at no cost to the property owner.

5.05.015 Notice and Hearing Regarding Relocation Schedule

The relocation schedule to establish the timing of installation of relocated service mains, the timing of construction of relocated privately owned service laterals and the timing of disconnection of service through original existing service mains shall be set by the Board of Directors at a public hearing. All affected property owners shall be notified by personally mailed notice to the property owners' address in the District files at least 15 days prior to the date of the public hearing.

At the public hearing the Board of Directors shall establish a relocation period giving the affected property owners at least two building seasons (May 1 through October 15), but ending on September 1 of the last season, to construct and have inspected new privately owned service laterals between the use served and their property line served by the relocated service main. The relocation period shall include the season during which the relocated service main is constructed.

5.05.020 Continuing Notice During Relocation Period

Between May 1 and May 15 of each building season during the relocation period the District shall review the status of construction of new privately owned service laterals and shall give further notice of the relocation schedule to all property owners who have not at that time constructed and had inspected new privately owned service laterals between the use served and their property line served by the relocated service main. Said notice shall be given by personally mail to the property owners' address in the District files.

5.05.025 Discontinuance of Service for Failure to Relocate Privately Owned Service Lateral

At the end of the relocation period all services which have not had relocated privately owned service laterals constructed and inspected between the use served and their property line served by the relocated service main shall be subject to disconnection. Disconnection shall be made only after 90 days prior notice given in the same manner as disconnection for failure to pay District service charges. In the event of disconnection, reconnection shall be made only after the construction and inspection of a new privately owned service lateral between the use served and the property line served by the relocated service main and payment of any applicable reconnection charges, including service charges for the period during which service was disconnected. In the event that reconnection is not made within a period of one year following disconnection, service charges shall cease and reconnection shall require payment of a the full connection charge applicable to connection of a new use.

5.05.030 Appeal Based Upon Special Circumstance

Any property owner may petition the Board of Directors for an extension of the relocation period based upon special circumstances, provided that such petition shall be made at least 90 days prior to the end of the relocation period. The Board of Directors may grant such an extension, and may condition such an extension upon payment of the District's estimated cost of maintaining the service main which was to be abandoned during the extension period.

CHAPTER 6 SEWER UTILITIES

CHAPTER 7 (RESERVED)

CHAPTER 8 WATER UTILITIES

CHAPTER 9 (RESERVED)

CHAPTER 10 RECREATION PARKS AND BEACHES

10.050 Fire Restrictions at District Owned and Operated Properties

10.050.010 Restrictions in the Time of High Fire Danger

The North Tahoe Public Utility District General Manager/CEO shall be authorized to issue restrictions related to Fire when it is deemed to be in the best interest of District assets and to protect the health and safety of North Tahoe Area residents, visitors and the environment.

These Restrictions will include, but are not limited to, prohibiting:

- 1) Building, maintaining or using a fire, charcoal fire, campfire, or stove fire except within the stoves, fire rings and grills provided in the District's recreation sites.
- 2) Possessing, discharging or using any kind of firework or other pyrotechnic device.
- 3) Smoking on all unimproved roads, trails and other backcountry areas, specifically of the North Tahoe Regional Park.. Smoking is permitted in an enclosed vehicle or in a developed area.
- 4) Welding, or operating an acetylene or other torch with an open flame.
- 5) Using an explosive.
- 6) Use of a chainsaw or other gasoline powered equipment.
- 7) Operating a motorized vehicle off-road on any unpaved road or trail.

The above restrictions may be modified to provide the best protection of District property and the surrounding area and environment.

Exemptions to the Restrictions will include, but are not limited to:

- 1) Any Federal, State or local officer or member of an organized rescue or fire fighting force in the performance of an official duty.
- 2) Persons with a permit from the NTPUD specifically authorizing the otherwise prohibited act or omission.
- 3) NTPUD or other permitted construction activity on NTPUD property which operates consistent with permit conditions related to on-site fire safety.

10.75 General Fees, Charges and Policies

10.75.010 Purpose of Article

The purpose of this Article shall be to establish regulations and authorize setting fees and charges associated with Recreation, Parks and Beaches. The Board of Directors may establish and modify the rates, fees, and charges applicable to use of property and facilities set forth in this Article by Resolution, at such times as may be determined by the Board of Directors, and any such modifications shall become effective upon adoption of said Resolution.

10.75.011 Definition of Peak Season and Off Season

Peak Season begins the Friday prior to Memorial Day and ends on September 30.

Off Season begins on October 1 and goes through the Thursday prior to Memorial Day.

10.75.12 General/Administrative Authority related to implementation and exercise of parking system:

Given the seasonality of the parking operations and the need to timely respond to changing marketing conditions, the Board of Directors recognizes the need to allow for the General Manager/CEO to make business decisions such as:

- General Manager/CEO is given the discretion to offer local businesses prepaid discounts/voucher validation programs
- General Manager/CEO is given discretion to offer and to establish a charge for advertising on the back of the tickets
- General Manager/CEO is given the discretion to operate parking lot(s) at no charge for NTPUD sponsored community events.

10.75.013 General Parking and Use Regulations within the Tahoe Vista Recreation Area and the North Tahoe Regional Park (jointly referred to as "Areas")

- a. That parking of vehicles, vessels, or trailers within the Areas shall be allowed only within parking spaces delineated and marked for public parking and shall be subject to payment of established parking fees. Vessels shall not be moored within the enclosed breakwater area except at designated mooring spaces and any mooring shall be subject to posted regulations and time limits.
- b. No parking shall be allowed at Tahoe Vista Recreation Area or the North Tahoe Regional Park between the hours of 10:00 p.m. and 6:00 a.m. or at other times when parking is restricted at the District's authorization. If emergency overnight parking is required, District offices shall be notified immediately and an exception to the overnight parking rule requested. The General Manager shall have the sole discretion of allowing or not allowing such parking. Should this occur after normal business hours, notification shall be made to the District Duty Supervisor at the District business telephone number and the vehicle or vessel shall be parked so as not to obstruct, impede or in any way interfere with the use of the Areas by others.
- c. No camping or overnight stays in campers, trailers, or vehicles are permitted.
- d. That no maintenance or repair of any vehicle, vessel or trailer or similar activity shall be allowed within the Areas at any time. Any emergency maintenance shall require immediate notification of the District, with a description of the emergency and proposed corrective measures, including proposed work, a proposed time schedule, and a list of materials and chemicals to be used. After normal business hours notification shall be made to the District Duty Supervisor at the District business telephone number. The General Manager shall have the

sole discretion of allowing or not allowing such emergency maintenance. Under no circumstances shall toxic substances be allowed within the Areas. In the event the General Manager does not allow the emergency maintenance, the vehicle, vessel or trailer shall be removed from the Areas forthwith.

- e. That, other than vehicles, vessels, trailers parked in accordance with Section 10.75.020 or 10.75.030 and 10.75.040 herein, no vehicle, vessel or trailer shall be left unattended at any time within the Areas.
- f. That no commercial activity of any kind shall be conducted within the Areas without the specific written authority of the District pursuant to the Special Permit described in Section 10.75.014 hereto. Commercial activity shall not include launching a vessel which may be used for commercial purposes elsewhere, or parking a vehicle which may be used for commercial purposes elsewhere. Commercial activity shall, however, include the use of the Areas as a location for picking up or dropping off passengers or cargo or the performance of services of any kind.
- g. That no camping or similar activity shall be allowed within the Areas at any time.
- h. That no glass containers outside of a vehicle, vessel or trailer shall be allowed within the Areas at any time.
- i. That no picnicking or similar activity shall be allowed within the Areas between the hours of 10:00 p.m. and 6:00 a.m.

10.75.014 Special Permit to allow a Limited Commercial Activity Exception from the General Regulations set forth in Section 10.75.013

- a. The General Manager may issue a Special Permit to allow a limited commercial activity exception from the General Regulations set forth in Section 10.75.014. Said Special Permit shall only allow the loading and unloading of materials to and from vessels which use such materials for construction activities within the waters or Shorezone of Lake Tahoe or with construction access only from the waters of Lake Tahoe. The Permit form shall be developed by the General Manager and shall be subject to the conditions set forth herein. The Permit shall include agreement by the Permit Holder that any vehicle, vessel or trailer owned or controlled by the Permit Holder, whether identified in the Permit or not, which is improperly parked or deposited on District owned or controlled property may be towed or removed from said property or impounded by the District at the expense of the Permit Holder and that the Permit Holder shall bear the costs of said towing, removal or impounding and subsequent storage and also bear the risk of any damage or loss during towing, removal, impounding or storage, including but not limited to damage to or theft of any personal property stored on any vehicle, vessel or trailer, and shall hold the District harmless against liability for any such losses.

- b. The Special Permit shall be issued on a per-business basis and shall be applicable only for vessels identified in the Permit. The fee for the Special Permit may be established by Resolution of the Board of Directors and shall be charged per year or portion thereof for each vessel which will be loaded or unloaded.
- c. The Special Permit shall be subject to cancellation by the District on thirty days prior notice without cause. In such an event the Permit Holder shall be entitled to a pro-rata refund for the portion of the year remaining on the Permit.
- d. In the event that any condition of the Special Permit is violated, the Special Permit shall be subject to immediate cancellation by the District, without any right to a refund. The loading or unloading of a vessel not identified in the Permit shall be a violation of Permit conditions. The General Manager shall have the option, but not the obligation, to issue a written warning in place of canceling the Permit for violation of any Permit condition; however this shall be a one-time option per business and shall not be available for any subsequent violation of Permit conditions, even in subsequent years. In the event any Permit Holder has a Special Permit cancelled for violation of conditions, the Permit Holder shall not be eligible to re-apply for a new or additional permit for a period of one year from the date of cancellation.
- e. In the event of cancellation of any Permit, the Permit Holder shall have the right of appeal of the cancellation to the District Board of Directors. Appeals must be filed within seven days of the regular meeting of the District Board of Directors next following cancellation of the Permit and will normally be heard at said next regular meeting of the District Board of Directors. In such an instance, the Permit shall be suspended during the appeal process. The decision of the Board of Directors shall be final and binding regardless of the objective standards of others and not subject to further appeal.
- f. Loading and unloading of materials shall only take place during non-holiday weekdays during the following hours:

Between May 1 and September 30 of each year:

From 5:00 am to 8:30 am and 6:00 pm and 9:30 pm.

Between October 1 and April 30 of each year:

From 5:00 am to 9:30 pm.

There shall be a one (1) hour time limitation on any one loading and unloading event, use or activity. The General Manager shall have the right to further restrict days and hours of activity. No weekend or holiday activity shall be allowed. The Permit Holder shall give priority to recreational boaters and District concessionaires at all times.

- g. The District will have no obligation to plow snow or do any particular maintenance within the Areas.
- h. The Permit Holder shall only use paved access roads and identified parking areas. The General Manager shall have the right to restrict portions of the Areas from use for any reason. All activity shall be conducted to protect improvements, vegetation, water quality, and the use of the Areas for recreational boating interests. The Permit Holder shall be responsible for cleanup and removal of all waste and debris.
- i. No discharge of any kind is permitted within the Areas.

10.75.020 Parking Rates at Tahoe Vista Recreation Area

Passenger Vehicle Parking and Parking Rates for the Tahoe Vista Recreation Area are subject to the following restrictions:

- a. Overnight Parking (between 10:00 pm and 6:00 am) is NOT permitted.
- b. Rates are for single day use only.
- c. Resident's rate may be given when a current year NTPUD Resident's Sticker is affixed to the vehicle's window. Resident's Benefit Program stickers are available at the NTPUD Offices on National Avenue.
- d. General Manager/CFO may modify/change seasonal rates as needed to take advantage of changing weather conditions, event and activity level and market conditions.
- e. At the Tahoe Vista Recreation Area special extra-length parking places are reserved for vehicles with attached boat trailers only. For such spaces the rate includes the vehicle and attached trailer, provided the total length of the vehicle and trailer does not exceed fifty (50) feet.
- f. The fee for Bus parking shall be on a space available basis.
- g. The Board of Directors may establish and modify the rates, fees and charges applicable to the Tahoe Vista Recreation Area vehicle parking by Resolution.

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10.75.031 Section Intentionally Left Blank

10.75.032 Section Intentionally Left Blank

10.75.033 Section Intentionally Left Blank

10.75.034 Special Event Rate Structure

The General Manager/CEO may modify/change rates for special events, Conference Center Events and Community Recreation events to allow the District to take advantage of changing event, activity level and market conditions.

10.75.040 Launch/Ramp Fees within the Tahoe Vista Recreation Area

The Board of Directors may establish and modify by Resolution fees for use of the Tahoe Vista Boat Launch/Ramp and Trailer Parking. The Boat Launch/Ramp and Trailer Parking Fees are subject to the following restrictions:

- a. Overnight Parking (between 10:00 pm and 6:00 am) is NOT allowed.
- b. Rates are for one day and one boat only.
- c. Prices reflect launch/ramp fees only for Tahoe Vista Recreation Area. Separate parking charges also apply if vehicle and trailer are parked on site.
- d. Resident's rate may be given when a current year NTPUD Resident's Sticker is affixed to the window of the vehicle towing the boat. Resident's Benefit Program stickers are available at the NTPUD Offices on National Avenue.
- e. General Manager/CFO may modify/change seasonal rates as needed to take advantage of changing weather conditions, event and activity level and market conditions.

10.75.050 Fees within the North Tahoe Regional Park

The Board of Directors may establish and modify by Resolution fees applicable to the North Tahoe Regional Park, including for use and rentals of property, associated permits and parking rates.

Special resident rates may be given with resident's presentation of current year NTPUD Resident's Benefit Sticker. Resident's Benefit Stickers are available at the NTPUD Offices.

No early check in or use of sites are permitted before the reserved time.

10.075.051 Section Intentionally Left Blank

10.075.052 Adjustment of Fees and Charges

The Park and Facilities Manager, with the approval of the General Manager, has the authority to create special rates when such would be in the best interests of the District, after taking into consideration the time of the year, nature of the client, the reservation status of the facilities, capacity and utilization of the field and other related factors. Such special pricing shall be on a one-time basis and not create a precedent for other users of the facility or future rates. Any special pricing must cover all incurred operating costs associated with use of the facility.

10.75.055. Section Intentionally Left Blank

10.75.070 NTPUD Resident's Benefit Program

The program benefits and recognizes property owners for their contribution to park facilities through their payment of the Measure C tax assessment. Each property that pays a full Measure C Assessment receives two vehicle stickers for no charge.

Property owners can get their Resident Benefit Package by coming into the District offices at 875 National Avenue. The District will issue two (2) vehicle stickers per full Measure C assessment paid. In order to accommodate rental properties, the property owner may pick up the stickers or request that it be provided to those renting the property. The two (2) vehicle stickers will be replaced upon expiration for no charge.

District residents that are not property owners may purchase one Vehicle sticker for ½ the cost of the current Measure C assessment rounded to the nearest dollar. Proof of residency may be shown by the resident bringing in a utility bill in their name showing an address within the North Tahoe Public Utility District or a copy of their lease.

The vehicle stickers are required for discounted parking and launch fees at Tahoe Vista Recreation Area and Coon Street Boat Launch, and free parking at the North Tahoe Regional Park.

NTPUD Resident Discount Benefits are not available for Commercial or For-Profit Uses at the Parks, Parking, or Launch Facilities. See Chapter 1.05 related to the Use of District Owned or Operated Property for Commercial or Group Use. These users require a District permit prior to operation on District Owned or Operated Property.

10.75.072 Annual Passes for Nonresidents

This section allows those who do not live in the NTPUD service area, and who do not pay into the Measure C tax assessment to access local facilities with an annual payment. Each person who pays for an annual pass receives one vehicle sticker.

Nonlocal property owners can get their annual pass by coming into the District offices at 875 National Avenue. The District will issue one (1) vehicle sticker per payment. This is an annual pass that is good from January to January. If one purchases a pass in March, a new pass must be purchased again in January of the following year.

Nonresidents who only want to play Disc Golf may purchase an annual pass good from January to January. The perceived discount is due to the large amount of work the disc golf enthusiasts perform on the disc golf course at the Regional Park. This pass is only applicable at the North Tahoe Regional Park. An indemnity waiver will be issued with every pass to cover volunteer workers on the course. This pass will be available at the NTEC, and a few choice local businesses.

Nonresidents participating in local recreation classes and activities offered at NTPUD sites may purchase an annual pass that is good until 10:00 a.m. This pass will be available at the NTEC.

The Board of Directors may establish and modify the base pricing structure and fee schedule applicable to Nonresident annual passes by Resolution. The General Manager/CFO may modify/change seasonal rates as needed to take advantage of changing weather conditions, event and activity level and market conditions.

10.75.075 Section Intentionally Left Blank

10.75.100 Annual Review and Adjustment of Fees and Charges

Aside from interim adjustments as required by special circumstances, the District shall conduct an annual review of the fees and charges herein and submit any recommended changes to the Board of Directors annually at the February Board of Directors meeting or as soon thereafter as practical.

CHAPTER 11 (Reserved)

CHAPTER 12 NORTH TAHOE EVENT CENTER

12.75 Rates, Fees, Charges and Policies Related to the North Tahoe Event Center

12.75.010 Purpose of Article

The purpose of this Article shall be to set rates, fees, charges and policies associated with the use of the North Tahoe Event Center (herein "NTEC").

12.75.015 Definitions Related to Rates, Fees, Charges and Policies

a. NTPUD Rate

The rate charged for NTPUD business or events.

b. NTPUD Local Rate

The rate charged property owners, residents or businesses located within the boundaries of the NTPUD.

c. Community Meeting Rate

The rate charged for NTPUD community meetings. NTPUD Community based organizations are defined as located within the District boundaries or are the primary service providers to residents located within the NTPUD service area.

d. Local Government

The rate charged to local government meetings, defined as meetings held by federal, state, and local government agencies serving the NTPUD area which affect residents living in the NTPUD. This does not apply to government agency conferences and workshops that are not North Tahoe community based.

e. Non-Profit Rate

The rate charged NTPUD non-profit organizations. NTPUD non-profit organizations are defined as located within the District boundaries or are the primary service providers to residents located within the NTPUD service area. These are generally 501c3 or 501c4 organizations.

f. General Rate

The General Rate is the rate charged where the rental is not covered by any other category and no lower rate is applicable.

g. Party Rate

The rate applicable to weddings, birthday parties, quinceneras, social events or similar events, irrespective of the identity or location of the applicant. No other rate shall be applicable to these types of events.

h. Tuesday/Thursday Community Night Rate

The rate applicable to North Tahoe/Truckee residents, property owners, businesses, Community and Non-Profit Groups from 5:00 – 10:00 p.m. on selected Tuesdays and Thursdays when booked within 30 days of the event. These rates are not available to Local Government, General or Party events.

i. Programs or Activities Provided by Contract Specialist Rate

A Contract Specialist is an individual or business providing recreation services or programs open to property owners, residents or businesses within the boundaries of the NTPUD on a non-discriminatory basis pursuant to an agreement with the NTPUD. This is the rate charged the Contract Specialist for space rental. Other service providers and other types of services or programs will not qualify even though open to the public.

j. High Season

The time period between June 1 and October 15 of any calendar year.

k. Low Season

The time period between October 16 of any calendar year and May 31 of the next calendar year.

l. North Tahoe/Truckee Area

The North Tahoe/Truckee Area is defined generally as Eastern Placer County, Town of Truckee and Incline Village, NV which is referred to as the Resort Triangle which has a relationship to the North Tahoe Chamber of Commerce and the North Lake Tahoe Resort Association service area boundaries.

12.75.020 North Tahoe Event Center Base Space Rental Rates

Base space rental rates are as set forth in Attachment 1 attached hereto and incorporated herein by this reference. Full building rental includes exclusive use of the kitchen. The District reserves the right to determine the applicable category for any applicant for a rental and to determine the minimum appropriate amount of space required for any proposed use.

A Contract Specialist shall have the discretion to determine fees charged participants to engage in the specified activity, provided such charges represent the fair value of the activity. As consideration for the rental of the facility, the NTPUD shall receive the percentage set forth in Attachment 1 of all registration fees collected by the Contract Specialist, together with the percentage set forth in Attachment 1 of all monies collected by the Contract Specialist for merchandise sales and other revenues associated with the activity, when such sales take place on NTPUD property.

12.75.025 Rental Deposits, Payment and Billing

At the time of space reservation at deposit of 50% of the space rental fee or charge shall be due and payable. Two weeks prior to the time the event commences the

remaining 50% of the space rental fee or charge shall be due and payable. Failure to make payments shall result in cancellation of space reservations.

Acceptable forms of payment include cashier's check, credit card or cash. All social groups must have a valid credit card guarantee on file, to be charged for any items unreconciled at the conclusion of the event.

A direct bill for Corporate functions may be arranged by completing a credit application at the time of the event booking. Social functions are not eligible for direct billing.

12.75.030 Cleaning/Damage Deposits

A separate cleaning/damage deposit of \$500.00, due two weeks prior to the event, is required for all public or private social events, parties and weddings. Any unused portion of the deposit will be refunded after the event has concluded and any portion of the deposit required for extra cleaning or damage repair determined.

12.75.035 Cancellation and Refund Policy

In the event of a cancellation between the date of space reservation and 180 days prior to the date of the event, 100% of rental deposits will be refunded.

In the event of a cancellation between 179 days prior to the date of the event and 30 days prior to the date of the event, 75% of rental deposits will be refunded.

In the event of a cancellation between 29 days prior to the date of the event and 14 days prior to the date of the event, 50% of rental deposits will be refunded.

In the event of a cancellation between 13 days prior to the date of the event and the date of the event, no portion of rental deposits will be refunded.

12.75.040 Miscellaneous Fees

Miscellaneous fees are as set forth in Attachment 2 attached hereto and incorporated herein by this reference.

12.075.045 Decorating Time

For events scheduled for five or more hours, there will be a two-hour grace period allowed for decorating before the event. A rate equal to half the regular space rate per hour for decorating time will be charged if more than two hours is scheduled or used.

12.075.050 Use of Space Beyond Reserved Rental Period

Due to scheduling conflicts, no guarantee can be made for use of any space beyond the reserved period. In the event the user of any space desires to extend the rental period beyond the reserved period, arrangements must be made and a deposit paid at least 24

hours prior to the event and, if the space is available, the rate for such extension shall be computed on an hourly basis pursuant to the hourly rate for the space for each hour or portion thereof.

12.75.055 Food and Beverage Catering Policy

The NTPUD does not require the use of any specific food and beverage caterer for events within the NTEC. Those renting space may use the NTPUD contract caterer, another caterer of their choice or self-cater. The use of NTEC kitchen facilities is not required in conjunction with food and beverage service, however no cooking, heating, cooling or preparation facilities or equipment is allowed in any portion of the NTEC except for kitchen facilities.

12.75.060 Use of Caterer

No caterer shall be allowed within the NTEC without prior approval. All caterer scheduling, including that of the NTPUD contract caterer, shall be pre-scheduled and approved in writing. Caterers may be required to execute a hold harmless agreement in favor of the NTPUD, provide liability insurance and provide a deposit.

12.75.065 Use of Kitchen Facilities

Space rental rates, deposits and extra cleaning rates for Kitchen facilities are as set forth in Attachment 2 attached hereto and incorporated herein by this reference.

Kitchen use whether catered or self-catered requires the rental of other space in the NTEC. Use is for a maximum time of 4 hours for breakfast or lunch and 8 hours for dinners and parties. Additional hours of use are subject to a charge of 25% of the base rate for the space rental per hour. Kitchen usage may be non-exclusive, based on the building schedule and other catered events. It shall be the responsibility of the user to clean the Kitchen to NTPUD standards and the user shall be responsible for any extra cleaning costs expended by the NTPUD.

12.75.070 Equipment Rental Rates and Policy

All equipment is based upon availability. Advance reservations suggested to ensure availability. Reservation of all items in a given category may not be permitted in order to retain availability for other users. Outside rental of equipment may be arranged with advance notice. Deposit and rental fee determined upon request.

12.75.075 Items Included in Room Rental at No Additional Charge

Half or Full Podium
Microphone Stands
Tripod Easels
Extension Cords
Portable Stages (and Skirting)

Portable Dance Floors
Skirted Head Tables
Barstools
Wood Pointers
American and California Flags
Audio Visual Carts
First Microphone
Melamine Writing Boards
Projection Screens (portable or ceiling mount)
Wireless Internet
Laser Pointer

12.75.080 Items Not Included in Room or Deck Rental and Subject to Additional Rental Cost:

Additional rental costs for items not included in room or deck rental are as set forth in Attachment 2 attached hereto and incorporated herein by this reference.

12.75.085 Parking for North Tahoe Event Center Activities

The NTPUD and NTEC do not own any parking facilities. Parking at the Kings Beach State Recreation Area (KBSRA), owned by the State of California Department of Parks and Recreation and located adjacent to the NTEC, may be available on a space-available basis and cannot be reserved in advance.

Parking is not included in any NTEC rental rates. To the extent that the NTPUD has the ability to offer parking privileges without additional cost to the NTPUD an appropriate amount of parking, as determined by the NTPUD, may be included with rentals at the discretion of the NTPUD. To the extent that parking is not included and otherwise available, the NTPUD may offer discounted parking pricing and vouchers to NTEC events provided they are purchased in advance of the event.

12.75.090 Liability Insurance and Hold Harmless Agreement

Liability Insurance may be required for NTEC events at the discretion of the NTPUD. When Liability Insurance is required, the NTPUD must be named on the certificate of insurance as additionally insured. A Hold Harmless Agreement will be included in the booking contracts for all users of the NTEC and shall be in effect prior to each event.

12.75.095 Security Guards

A California-licensed and insured private security guard or an off-duty Deputy Sheriff may be required at the discretion of the NTPUD for 1) public dances and social events, 2) public or private parties, social events and weddings which take place later than 11:00 p.m. or 3) any other event which in the sole judgment of the NTPUD warrant additional security. A fully negotiated contract (between the security company and the NTEC client), must be finalized, approved and copied to the NTEC client file at least two (2) weeks prior to the event. If alcohol is served two security guards or Deputy Sheriffs may be required.

12.75.100 Adjustment of Rates, Fees, Charges and Policies on the Basis of Special Circumstances

The rates, fees, charges and policies set forth in this Article may be adjusted or modified on the basis of special circumstances in the discretion of the General Manager/CEO or their designee when such would be in the best interests of the District, after taking into consideration the time of the year (especially off season), the nature of the client, the reservation status of the facility, capacity and utilization of the NTEC, the reservation history of the client and other related factors. Any adjustments or modifications shall be on a one-time basis and not create a precedent for other users of the facility or future rates.

12.75.105 Modification of Attachments 1 and 2 Rates, Fees and Charges by Resolution

Aside from adjustments as required by special circumstances, the Rates, Fees and Charges set forth in Attachments 1 and 2 to this Article may be modified by Resolution of the Board of Directors at such times as determined by the Board of Directors and any such modifications shall become effective upon adoption of said Resolution.

Attachment 1: Fees Set by Resolution 2014-02



WE HAVE A BEAUTIFUL OUTLOOK ON EVENTS

Meeting & Conference Rates

Thank you for your interest in the North Tahoe Event Center. Our lakefront facility offers affordable pricing and professional catering with an unforgettable view for your meeting or conference.

Our rental fees include room furnishings such as conference tables, chairs, linens, as well as staff time to set up and tear down. You will have thirty (30) minutes prior to your event to set up.

Rates

The North Tahoe Event Center pricing is based on the time of year you book. High Season is June through September and Low Season is October through May. Our Lakeview Suite rooms are 500 square feet. You are welcome to rent the entire Lakeview Suite or one, two or three rooms. Our larger interior room, the Timberline Suite is 4800 square feet and can be divided into two separate rooms, the Aspen and Lodgepole, both are 2200 square feet. The Evergreen Suite is a smaller interior room which is 1260 square feet and can be broken in two rooms, both 650 square feet.

High Season (June - September)

Room	Half Day (1-4 hrs)	Full Day (5-8 hrs)
Lakeview Suite	\$1,400	\$2,000
3 Lakeview Rooms	\$1,050	\$1,350
2 Lakeview Rooms	\$700	\$1,000
1 Lakeview Rooms	\$350	\$600
Terrace Only	\$700	\$700
Timberline Suite	\$1,400	\$2,500
Aspen or Lodgepole	\$700	\$1,300
Evergreen Suite	\$300	\$500
One Room	\$150	\$300
Entire Building	\$3,000	\$4,000

Low Season (October - May)

Room	Half Day (1-4 hrs)	Full Day (5-8 hrs)
Lakeview Suite	\$1,000	\$1,500
3 Lakeview Rooms	\$750	\$1,000
2 Lakeview Rooms	\$500	\$750
1 Lakeview Rooms	\$250	\$500
Terrace Only	\$500	\$500
Timberline Suite	\$1,000	\$1,800
Aspen or Lodgepole	\$500	\$900
Evergreen Suite	\$300	\$500
One Room	\$150	\$300
Entire Building	\$2,000	\$3,000

8318 North Lake Blvd. P.O. Box 69 Kings Beach, CA 96143 Ph:(530)546.7249 Fx:(530)546.7116 www.northtahoevents.com



WE HAVE A BEAUTIFUL OUTLOOK ON EVENTS

Dear Bride and Groom to Be,

Thank you for your interest in the North Tahoe Event Center. Our lakefront facility offers affordable pricing and professional catering with an unforgettable view for your ceremony and reception.

Our rental fees include room furnishings such as round banquet tables, cake, gift & DJ tables, chairs, buffet, staging, dance floor, portable bar, as well as staff time to set up and tear down. Rental fees do not include decoration, linens or flowers.

You are responsible for decorating and creating your own theme for your event. You will have two (2) hours prior to your event to set up and one (1) hour to breakdown. We can refer you to local vendors for services such as DJs, photographers, officiates and wedding planners.

Rates

The North Tahoe Event Center pricing is based on the time of year you book. Saturday is our premium price, followed by High Season which is June through September and Low Season which is October through May. Maximum capacity listed below is based on banquet rounds. The Lakeview Suite can seat up 160 guests at rounds with the buffet dinner in a separate room. If a dance floor is added, the capacity lowers to 120. Ceremony only pricing is \$1,500 for a two (2) hour timeframe.

Saturday (Year-round)

Room	Half Day (1-4 hrs)	Full Day (5-8 hrs)	Max Capacity
Lakeview Suite and Terrace	\$5,000	\$6,000	100 guests
Entire Building	\$6,000	\$10,000	300 guests

High Season (June - September)

Room	Half Day (1-4 hrs)	Full Day (5-8 hrs)	Max Capacity
Lakeview Suite and Terrace	\$3,000	\$3,500	100 guests
Lakeview Suite, Terrace and Buffet Room	\$3,300	\$3,800	120-160 guests
3 Lakeview Rooms with Terrace	\$1,500 \$2,500	\$1,800 \$2,800	75 guests
2 Lakeview Rooms with Terrace	\$1,000 \$2,000	\$1,300 \$2,300	45 guests
1 Lakeview Rooms with Terrace	\$500 \$1,500	\$700 \$1,700	25 guests
Timberline Room	\$1,800	\$3,600	300 guests
Aspen/Lodgepole Room	\$1,000	\$1,700	160 guests
Terrace Only	\$1,000	\$1,000	200 guests
Entire Building	\$4,000	\$5,000	350 guests
Bridal Dressing Room	\$300	\$300	N/A

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WE HAVE A BEAUTIFUL OUTLOOK ON EVENTS

Local & Community Rates Meetings and Conferences

Thank you for your interest in the North Tahoe Event Center. Our lakefront facility offers affordable pricing and professional catering with an unforgettable view for a meeting or conference.

Our rental fees include room furnishings such as conference tables, chairs, linens, as well as staff time to set up and tear down. You will have thirty (30) minutes prior to your event to set up.

Rates

The North Tahoe Event Center pricing is based on the time of year you book. High Season is June through September and Low Season is October through May. Our Lakeview Suite rooms are 500 square feet. You are welcome to rent the entire Lakeview Suite or one, two or three rooms. Our larger interior room, the Timberline Suite is 4800 square feet and can be divided into two separate rooms, the Aspen and Lodgepole, both are 2200 square feet. The Evergreen Suite is a smaller interior room which is 1260 square feet and can be broken in two rooms, both 650 square feet.

High Season (June - September)

Room	Half Day (1-4 hrs)	Full Day (5-8 hrs)
Lakeview Suite	\$565	\$1,129
One Lakeview Room	\$136	\$272
Two Lakeview Rooms	\$272	\$544
Three Lakeview Rooms	\$422	\$844
Evergreen Suite	\$354	\$709
- One Room	\$177	\$354
Timberline Suite	\$1,372	\$2,744
-Aspen or Lodgepole	\$686	\$1,372
Terrace Only	\$454	\$907
Entire Building	\$2,745	\$5,490

Low Season (October - May)

Room	Half Day (1-4 hrs)	Full Day (5-8 hrs)
Lakeview Suite	\$452	\$904
One Lakeview Room	\$109	\$218
Two Lakeview Rooms	\$218	\$435
Three Lakeview Rooms	\$337	\$675
Evergreen Suite	\$284	\$567
- One Room	\$142	\$284
Timberline Suite	\$1,098	\$2,195
-Aspen or Lodgepole	\$549	\$1,098
Terrace Only	\$363	\$726
Entire Building	\$2,196	\$4,392

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Attachment 2: Miscellaneous Fees Effective 2/21/09 (Ord. 375)

Attachment 2

A. Section 12.75.040 Miscellaneous Fees:

Hourly Labor \$65.00:

- Extra Clean-up;
- Last Minute Major Changes to pre-set floor plan (previously signed off);
- Handling Services for large deliveries requiring excessive staff time.

Daily Storage Fees:

- Meeting Room Storage (scheduled in advance): 8-hour Meeting Room Rate
- Front Office Storage (to include event liquor deliveries): \$50.00

B. Section 12.75.065 Use of Kitchen Facilities Rates:

The space rental rate for Kitchen Facilities shall be equal to \$3 per person-meal for breakfast and lunch and \$8 per person-meal for dinner. The minimum charge for kitchen use is \$200.00.

A separate deposit of \$200.00 shall be applicable to rental of Kitchen Facilities.

Extra cleaning of Kitchen Facilities shall be subject to an NTPUD labor charge of \$65.00 per person-hour.

C. Section 12.75.070 Additional Rental Costs for Items Not Included in Room or Deck Rental:

<u>EQUIPMENT</u>	<u>RENTAL PRICE</u>
Slide Projector	\$25.00 Per Day
Cassette Recorder	15.00 Per Day
Overhead Projector	25.00 Per Day
Photo Copies (User Supplied Materials)	.15 Per Page
Photo Copies	.35 Per Page
Fax Machine Usage (Incoming & Outgoing)	1.00 Per Page
DVD Player/VHS Video Cassette Recorder	30.00 Per Day
Color Monitor	30.00 Per Day
House Telephone (Includes Hook-up)	35.00 Per Day
House Speaker Telephone (Includes Hook-up)	50.00 Per Day
Yamaha Upright Piano	30.00 Per Day
Special Tuning if Requested	100.00 Per Day
Colored Lined Pads And Pens	2.00 Per Set
Overhead Transparencies	1.00 Per Set

CHAPTER 13 (RESERVED)

CHAPTER 14 (RESERVED)

CHAPTER 15 (RESERVED)

CHAPTER 16 PERMIT TRANSFERS

16.010 Applicability

This Chapter shall apply only to transfers of single family residential and multiple family residential permits.

16.020 General Principles

A. North Tahoe Public Utility District Water and Sewer Permits are only transferable to other properties within the District.

B. All permits must be attached to a parcel of property located within the boundaries of the North Tahoe Public Utility District. Other forms of “banking” of permits are not allowed.

16.030 Definitions: Type of Permits

A. Active Permits: Permits which serve active uses are considered Active Permits. Active Permits are subject to user charges as determined by North Tahoe Public Utility District Ordinances.

B. Inactive Permits: Permits which do not serve an active use are considered Inactive Permits. Inactive Permits are subject to base monthly user charges as determined by North Tahoe Public Utility District Ordinances, together with an Inactive Permit Administrative Fee of \$10/month/ single family dwelling equivalent for sewer permits or \$10/month for water permits.

C. Disconnected Permits: Permits which have been retired, cancelled or surrendered because of no further need by the user or because of non-payment of user charges are considered Disconnected Permits. Disconnected Permits have no rights and are not subject to any user charges.

16.040 Procedure for Inactivating a Permit

A. Only permits which “stand alone” and have a separate entry in North Tahoe Public Utility District records may be inactivated. These include all sewer permits and only water permits which are served through a separate meter. Reduction in the use of a water connection served by a common meter shall not be considered inactivation of a water permit.

B. Only the owner of the property served by a connection may apply for inactivation of a permit. The ownership must be verified and the owner must execute a notice of inactivation/hold-harmless document in favor of the North Tahoe Public Utility District, which will be recorded against the property.

C. Only permits which are currently active and have all charges paid currently will be eligible for inactivation.

D. The inactivation of permits shall be subject to a Permit Inactivation Fee in the sum of \$400 per single family dwelling equivalent for sewer permits and \$400 for water permits. (Changed 061405 Ordinance 351)

E. The physical requirements for inactivation of permits shall meet the same requirements of disconnecting North Tahoe Public Utility District services from property. This includes capping, removal of lines, removal of meters, etc. and shall be subject to the same North Tahoe Public Utility District fees, if any, associated with disconnection of service.

F. Inactive Permits “run with the land” and the ownership thereof will be automatically transferred with any transfer of the real property to which they are assigned. Any new owner of the real property has the responsibility to pay fees required to maintain the status of Inactive Permits assigned to that property. In the event required fees are not paid for 60 days an Inactive Permit will be converted into a Disconnected Permit and not be subject to restoration.

16.050 Assignment of Inactive Permits

A. Inactive Permits must be assigned to real property located within the North Tahoe Public Utility District. The real property need not be owned by the same owner of the real property to which the Inactive Permit is currently assigned.

B. Inactive Permits may only be assigned to real property which would be independently eligible to purchase a new permit, and the real property must meet all of the requirements which must be met in order for the North Tahoe Public Utility District to issue a new permit, as set forth in other North Tahoe Public Utility District ordinances.

C. The assignment process is initiated by application from the owner of the real property to which the permits are currently assigned. No additional application fee shall apply. The ownership must be verified and the owner must execute a notice of transfer/hold-harmless document in favor of the North Tahoe Public Utility District, which will be recorded against the real property.

D. The assignment of inactive permits shall not be subject to payment of connection fees, however any fee associated with the physical installation of a new service, plan or design review fees or variance fees, such as installation fees, inspection

fees, meter or meter box fees, meter setting fees, etc will be payable, even if bundled within a connection fee.

E. In the event a permit associated with a parcel of real property is assigned to another parcel of real property and the original real property is further developed, the additional development shall be subject to new connection fees.

16.060 Conversion of Previously Disconnected Permits to Inactive Status

A. Previously Disconnected Permits may be converted to an Inactive Permit status, provided that application is made no later than May 15, 2005. Applications for conversion must be made within this period. The procedure for restoration during this period is the same as that for inactivating a permit and the same fees apply, provided however, that the applicant must also pay a fee equal to the base fee the permits would have been charged, including any Inactive Permit Administrative Fee, for the entire period during which the permit was disconnected and not charged a fee.

B. All previously Disconnected Permits which are not converted to Inactive Permits by May 15, 2005 shall no longer be eligible for conversion.

16.070 Applicability to Other Agencies

The provisions of this Chapter 16 are intended to apply solely to permits issued by the North Tahoe Public Utility District for use within the North Tahoe Public Utility District and are not intended to constitute transfers of, or be applicable to, permits issued by any other agency, including but not limited to the Tahoe-Truckee Sanitation Agency.

16.080 Adjustment of Fees

All fees and charges separately stated in this Chapter 16 shall be subject to an automatic annual adjustment in the sum of 2%, commencing January 1, 2006, provided, however, that this Section shall not preclude other adjustments based upon special circumstances.

CHAPTER 17 DEVELOPMENT RELATED SERVICES AND VARIANCES

17.010 Development Related Fees and Charges Related to Water/Wastewater Services and Variance Applications

A. Property Line Adjustments. Any Property Line Adjustment resulting in physical modification of existing service or resulting in changes to existing billing account addresses or information shall be subject to a flat fee of \$360.00. No additional time and material charges shall apply.

B. Consultation on Proposed Development/Redevelopment Projects. There shall be no charge for up to two (2) hours of administrative and professional staff consultation time to discuss a proposed project and the potential requirements and conditions for the District to provide wastewater and/or water service to the proposed project. Any time in excess of two (2) hours per project shall be billed on a time and materials basis.

C. Plan Review and Approval Services for Projects. There shall be no charge for up to two (2) hours of administrative and professional staff consultation expended on plan review and approval services for a project. Any time in excess of two (2) hours per project shall be billed on a time and materials basis.

D. Variations from Applicability of Existing District Policies and Ordinances. Applications for variances from adopted District design standards, policies or ordinances shall be subject to an application fee of \$1,000.00. Such application fee shall include up to two (2) hours of administrative and professional staff time in processing the variance application. Any time in excess of two (2) hours per application shall be billed on a time and materials basis. The acceptance and processing of a variance request by the District shall not obligate the District to approve such variance request. Variance applications shall only be accepted if variances are allowed under applicable District design standards, policies or ordinances, and the terms and conditions of any variance which may be granted shall be subject to such specific conditions of approval, hold-harmless and indemnification agreements and related memorandums of understandings as deemed appropriate by the District, however no mitigation fees shall be charged. Variations shall only be allowed under the following circumstances: (1) the granting of the variance will not significantly adversely impact the operation and maintenance of District facilities, including but not limited to economic impacts, (2) the granting of the variance will not result in adverse public health or environmental consequences, (3) there is no other practical alternative available to the applicant which does not require the granting of a variance, and (4) the applicant has proposed to utilize the highest technological

methodology available in design and construction so as to avoid or minimize adverse impacts on District facilities.

E. Reduced Fees for Minor Easement Intrusion Variance Applications. The application fee set forth in Section 17.010 D shall be reduced to \$250.00 for variance applications involving minor intrusions into District utility easements.

1. Minor intrusions into District utility easements are defined as those intrusions involving fences, landscaping and small walls, where County permits are not required and permanent structures are not proposed. Minor intrusions do not include intrusions into District easements which contain sewer force mains, gravity sewer mains 6 inches or greater in diameter or water transmission lines 6 inches or greater in diameter, or which contain any facilities located at a depth requiring trench shoring for maintenance.

2. The Minor Easement Intrusion Variance Fee shall be waived for applications to mitigate minor intrusions which existed on July 1, 2005, provided application is made no later than December 31, 2007.

(17.010 D & E Updated 110805 per Ordinance 353)

17.020 Computation of Time and Material Fees and Charges

Time and materials charges shall be computed using the District's then current hourly and administrative labor and overhead rates and shall include related direct expenses and any costs related to compliance with rules and regulations of others, including the California Environmental Quality Act.

17.030 Applicability of Fees and Charges

The fees and charges set forth in this Section shall apply to all events for which a formal submission to the District takes place after the effective date of this Section. Events for which a formal submission has taken place before the effective date of this Section shall not be subject to such fees and charges.

17.040 Developer Reimbursement Agreements

Upon a request for services or the filing of a variance application which could include a time and material charge the General Manager or his or her designee shall estimate the amount of time and materials required to complete the request. Where the estimate is substantially greater than the amount provided at no charge the General Manager shall require the applicant to execute a Developer Reimbursement Agreement and provide the District with an initial deposit in a sum appropriate to the request.

CHAPTER 18 ENVIRONMENTAL REVIEW

CHAPTER 19 CODE OF ORDINANCE UPDATES

April 2007

This Code of Ordinances was put together once a number of Ordinances that fit the District's new structure had been passed. Following is a list of updates that have been done as new Ordinances that fit within the Code were passed.

April 17, 2007	Chapter 2 Updated per Ordinance 364
July 30, 2007	Chapter 10 Updated per Ordinance 365
May 19, 2008	Chapter 10 Updated per Ordinance 366
May 19, 2008	Ordinances 367 – 371 – Not inserted because they are included in the Sewer or Water Ordinance which have not been put into the Code of Ordinances.
May 19, 2008	Chapter 10 Updated per Ordinance 372
May 19, 2008	Chapter 10 Updated per Ordinance 373
March, 2009	Ord 375 Amending rates, fees, charges, policies at NTEC
January 8, 2010	Ordinance 378 Amending NTEC Rates (Code 12.75)
March 2010	Ordinance 379 Amending Facility Fees (Code 10.75)
May 2010	Ordinance 381 Amending Facility Fees (Code 10.75)
May 8, 2013	Ordinance 383 Amending Facility Fees (Code 10.75)
January 14, 2014	Resolution 2014-02 Amending NTEC Rates/Fees (Attachment 1) Code Chapter 12
February 11, 2014	Ordinance 386 Amending Fees at NTRP (Code 10.75)

How to format the Code of Ordinances for Consistency throughout.

Chapter Titles are “Heading 1 + 14”

Segments of a Chapter are “Heading 2”

The details heading should be formatted “Heading 3 + 12”

How to Update the Index:

Left Click to the left of the index so that it is highlighted

Hit F9