

Resolution No. 68-06
TUOLUMNE UTILITIES DISTRICT
AMENDING THE POLICIES AND PROCEDURES
FOR PUBLIC USE OF THE DISTRICT BOARD ROOM

BE IT RESOLVED, by the Board of Directors of Tuolumne Utilities District as follows:

Section 1. The Policies and Procedures for Public Use of the District Board Room is hereby amended and a copy is attached hereto.

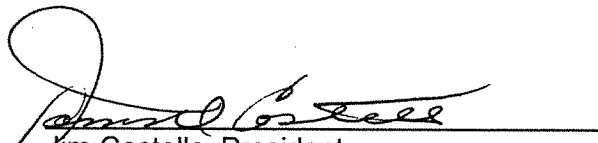
PASSED AND ADOPTED by the Board of Directors of Tuolumne Utilities District on September 12, 2006 by the following vote:

AYES: Costello, Balen, Giersch, Retherford

NOES: None

ABSENT: Delbon

ABSTAINED: None



Jim Costello, President
Board of Directors

ATTEST:



Casey Prunchak, District Secretary

TUOLUMNE UTILITIES DISTRICT
POLICIES AND PROCEDURES FOR
PUBLIC USE OF THE DISTRICT BOARD ROOM POLICY
AT 18885 NUGGET BLVD., SONORA, CALIFORNIA

The Board Room (Room) is for use by the Tuolumne Utilities District (District) for business purposes. The Room will be made available as a meeting place for public groups/organizations, but such use shall be restricted to evening hours, and day upon approval by the General Manager. There shall be **no** public use of the Room on the second and fourth Tuesday of each month (regular scheduled meeting days) and/or special scheduled meetings for the District Board of Directors. Public use is subject to cancellation should the District have need of the facility.

I. General Conditions:

1. Each public group/organization shall have a designated representative (Applicant) who shall complete and sign an agreement and provide proof of insurance. In the event a new designated representative is appointed, the District must be notified and a new agreement completed.
2. Applicant shall satisfy the District that Applicant will be personally responsible for the Room, will guarantee orderly behavior, and will be responsible for any and all damages due to the use of the Room.
3. If Applicant requests a change from the time originally requested, the District will attempt to accommodate; however, the District reserves the right to deny such changes.
4. Maximum capacity of the Room is limited to 78.
5. Hours requested must include time for setup, cleanup, and lockup.
6. Room will be pre-inspected by District staff for condition prior to use. If Applicant discovers breakage or a condition that needs to be reported, please bring it to the attention of the staff. A post-inspection is required in order to release Applicant's maintenance deposit. (see Section II below).
7. The Room key must be picked up at the District office prior to 5:00 p.m. the day of the scheduled use. Immediately after the close of the function, the key shall be deposited in the "Payment Drop Box", located in the District's parking area. If the Room key is lost, Applicant will be responsible for any charges incurred for new locks and keys. When leaving, Applicant is held responsible that all lights are turned off and doors are tightly closed, locked, and secured.
8. No food shall be brought into or served in the Room or on District premises, unless preapproved.

II. Maintenance Deposit:

1. A \$150 deposit shall be required from all Applicants. The deposit will be held in a District deposit account and refunded after a satisfactory post-inspection of the Room is conducted. For groups/organizations using the Room on a regular scheduled basis, the deposit will be held in the District deposit account until such time as the group/organization terminates its use of the Room.
2. Any damage or loss to the facility or equipment within the Room is the responsibility of the Applicant, who shall be liable for all costs for restoring damage or replacing loss.
3. Any damage caused by or resulting from group/organization's use of the Room, or any excessive maintenance required by the District, will be deducted from the deposit. Amount of deposit must be reimbursed to the full amount (\$150) prior to the groups/organizations next scheduled use date. Any damage in excess of the deposit will be paid by the Applicant.
4. Before and after each use, an inspection of the facility will be made by the District to assess property before deposit is refunded.

III. Liability:

1. To the fullest extent permitted by law, Applicant as an individual and on behalf of each member of the group/organization using the Room, agrees to be responsible for any and all injuries, damages, and claims to persons or property arising out of its use of the District's facilities and property, except for any such claims arising out of the sole negligence or willful misconduct of the District, its Directors and/or employees. Applicant agrees to defend, hold harmless, and indemnify the District, its Directors and/or employees against any and all such injuries, damages, and claims. This indemnification agreement shall not be restricted to any insurance proceeds.
2. Safety and Security: Applicant shall use and maintain premises so as to avoid injury or damage to any person or property, and shall be responsible for security of the premises and attendees during their use.

IV. Smoking/Alcoholic Beverages:

1. Smoking is not permitted anywhere *inside* the facility. Smoking shall be restricted to the covered entry area to the Room. Cigarettes/cigars must be extinguished and deposited in appropriate containers provided within the designated smoking area.
2. Alcoholic beverages are not permitted at any time on District property.

V. Room Use:

1. The District will have available the following for public use: Folding tables available with advance notice, fifty (50) chairs, a built-in projector screen, a white board, and a coffee maker (user must provide coffee and supplies).
2. No items are to be nailed, taped or stapled to walls, ceiling, tables, or chairs.
3. To avoid carpet damage when arranging furniture, tables and chairs shall be carried, not dragged.
4. Table and chairs shall ***not*** be removed from the Room at any time.
5. Applicant is responsible for setting up tables and chairs as needed ***and*** restoring tables and chairs to their original location when finished.
6. All trash is to be placed in the bagged trash container.

VI. Revocation:

1. The key is the sole property of the District. Duplication of the key is ***not*** permitted. Use shall be revoked if the key is duplicated, and Applicant and the group/organization will be responsible for District-incurred costs of installing replacement locks.
2. The further use may be revoked and denied for failure to observe any conditions, procedures, rules or regulations of the District as outlined herein, or for improper conduct or for any other reason as determined by the District.
3. Events, which exceed allowable attendance or any conditions contained herein, may be cause to revoke usage.
4. If incomplete or incorrect information regarding either the nature of the event or the expected number in attendance is given, the District may immediately cancel use.