

RESOLUTION 2021-19

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE BEAUMONT-CHERRY VALLEY WATER DISTRICT ADOPTING POLICY 5095: DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY AND AMENDING THE DISTRICT'S POLICIES AND PROCEDURES MANUAL

WHEREAS, on March 18, 2009 the Board of Directors of the Beaumont-Cherry Valley Water District adopted Resolution 2009-05, establishing a Policy and Procedures Manual applicable to Board of Directors and District staff; and

WHEREAS, in response to recommendations from the Riverside County Grand Jury, the Board of Directors adopted a District Residences and Facility Emergency Policy on March 11, 2009; and

WHEREAS, the Board of Directors desires to implement a new numbering system to the District Policies and Procedures Manual for organization and clarity; and

WHEREAS, upon significant review and discussion, the Personnel Committee of the Board of Directors recommended revision of the District Residences and Facility Emergency Policy; and

WHEREAS, the Board of Directors has carefully reviewed and considered the policy revision attached hereto as Exhibit A, finds the policy relevant and acceptable, and deems it to be in the best interests of the District that the following actions be taken,

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Beaumont-Cherry Valley Water District that

- The BCVWD Policies and Procedures Manual is hereby revised to include Policy 5095 attached hereto as Exhibit A
- Policy 5095 will become effective 90 days from the date of adoption.

ADOPTED this 28 day of October, 2021, by the following vote:


AYES: Hoffman, Slawson, Williams, Covington

NOES:


ABSTAIN:

ABSENT: Ramirez

ATTEST:



Director Daniel Slawson, President of the
Board of Directors of the
Beaumont-Cherry Valley Water District



Director Andy Ramirez, Secretary to the
Board of Directors of the
Beaumont-Cherry Valley Water District

Attachment: Exhibit A - Policy 5095

EXHIBIT A

POLICY TITLE: DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY

POLICY NUMBER: 5095

5095.1 **Purpose.** BCVWD owns and maintains domestic water facilities and associated structures located in Edgar Canyon and other properties within the City of Beaumont, the community of Cherry Valley, and unincorporated areas within Riverside and San Bernardino Counties.

5095.2 **Properties.** District-owned residence properties include 4 separate residence dwelling units in close proximity to water system facilities necessary for the provision of water service, including but not limited to wells, pipelines, reservoirs, and other facilities necessary for delivery of water. These facilities are located in remote locations in the District-owned watershed area.

5095.3 **Emergency Capability.** It is critical that the District have the capability to respond to emergencies or other problems which may arise at any time at the remotely located water system facilities.

5095.4 Local Emergencies include:

1. Acts of vandalism
2. Security breaches
3. Power failures
4. Operational failures
5. Floods
6. Fires
7. Earthquakes
8. Monitor damage caused by wildlife
9. Other natural or human-caused emergencies

5095.5 **Regional Emergencies.** It is also necessary to have the capability to respond to regional emergencies, in conjunction with other public agencies, in order to provide mutual response to a major and/or natural disaster.

5095.6 **Practicality.** The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.

5095.7 **Non-Employee Occupancy.**

1. In the event that it is determined by the General Manager that a District-owned Residence does not require occupancy by a BCVWD employee for the above-stated purposes, whether on a long- or short-term basis, a District-owned Residence may be leased to a private or public agency tenant on a 12-month basis at fair market value.

2. The District's needs shall be evaluated by the General Manager after 11 months following the date of execution of the lease, and a determination made as to whether to offer a 12-month renewal of the lease.

3. If a District-owned Residence will be leased to a private party, all of the landlord-tenant laws of the State of California will apply, and a California Association of Realtors standard Residential Lease Agreement form shall be used along with appropriate disclosures and District rules as outlined in the District's Employment and Occupancy Agreement.

5095.8 Occupancy of District-Owned Residences. Occupancy of District-owned residences is provided for the convenience of BCVWD.

1. The Employee-Occupant is required to accept this lodging as a condition of employment.
2. Management will determine which employees are eligible for occupancy of District-owned residences based on organizational criteria, such as the employee's job functions, availability of residences, and the qualifications of the employee.
3. Employment and Occupancy Agreements for District-owned residences are provided to Employees with the experience and qualifications necessary to perform required duties in order to safeguard the District's facilities and respond to emergencies or other potential problems that may arise
4. Upon selection and prior to moving into a District-owned residence, Employee shall enter into an Employment and Occupancy Agreement as provided by the District.
5. Employees residing in District-owned residences shall pay a monthly maintenance fee which will accrue to pay for major maintenance expenses of the residence. The monthly maintenance fee will contain an annual escalator equal to the District annual cost-of-living adjustment up to a 3 percent maximum to be triggered at the 12-month anniversary date of the Employment and Occupancy Agreement.
6. Upon selection and prior to moving into a District-owned residence, Employee shall furnish to the District a reasonable security deposit based on 3 times the amount of the monthly maintenance fee. The security deposit is fully refundable upon move-out, unless deductions are necessary for:
 - a. Default on payment of the monthly maintenance fee
 - b. Default on reimbursement for electric or propane service
 - c. Damage in excess of normal wear and tear
 - d. Cleaning due to excessive filth / trash / debris

5095.8 Responsibilities.

1. The General Manager or their designee will prepare a Scope of Work to be performed by Employees living in District-owned residences, to be designated Exhibit A to the Employment and Occupancy Agreement.
2. The primary responsibilities of the Employee-Occupant residing in a District-owned residence include but are not limited to:
 - a. Safeguarding property and facilities from trespassers and potential vandalism
 - b. Monitoring property and facilities daily
 - c. Responding immediately to facilities nearest the residence in the event of a natural disaster or other emergency
3. Management will provide procedures for the Employee-Occupant to follow for situations that may occur, to be included in the Scope of Work document
4. Oversight of the responsibilities of the Employee-Occupant will be assigned to the Employee-Occupant's immediate supervisor.

5095.9 Occupancy.

1. Occupancy by the Employee is not a benefit of employment but is required due to the need for oversight of BCVWD property.

2. During Employee's employment, Employee-Occupant's immediate family (spouse or Registered Domestic Partner, and their children) may occupy said Residence. Employee is required to advise the District of any updates to the list of occupants.

3. Maximum occupancy of District-owned residences is 2 persons per bedroom.

4. Employee may have guests in the residence for not more than 14 consecutive days or 30 days total in one calendar year, and no more than 2 guests at any one time. At no time may the maximum occupancy be exceeded. The same guest(s) or person(s) shall not exceed 3 stays per year.

5. Employee may have up to 2 pre-approved indoor pets in the residence. Other domestic animals may be considered if the property is appropriate (i.e., horses). Pets to be maintained indoors shall be subject to an additional Pet Deposit.

6. All animals in residence on BCVWD property are governed under Title 6 of the Riverside County Code or Title 3, Division 2 of the San Bernardino County Code and must be approved by BCVWD prior to locating them at the residence.

7. Copies of proper vaccination records must be submitted to the District for all animals prior to locating them on the premises.

8. Employee-Occupant must procure liability insurance that includes coverage of dogs or other animals on the premises and add BCVWD as an additional insured.

9. Vehicles. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.

a. Passenger vehicles and trucks may be parked on the property.

b. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, or licensed driver residing on the property. Valid registration tags must be displayed.

c. No commercial vehicles other than the Employee-Occupant's assigned District vehicle, or other by permission of the General Manager only

d. Recreational Vehicles (RVs). One RV of any size may be parked on the property.

i. The RV may be occupied by no more than 2 persons on a temporary basis (not to exceed 14 days in a 30-day period).

ii. The RV must be in compliance with all applicable County ordinances.

iii. The RV must be in operable condition, currently registered in the State of California with current valid registration tags displayed.

e. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles are limited to one such vehicle on the property and must be parked as much as possible to be out of sight from the street.

f. Variances to the above policies may be made at the discretion of the General Manager. All variance requests must be submitted in writing to the General Manager.

5095.10 Utilities.

1. Provided by BCVWD free of charge to the residence:

a. Septic tank service and routine related maintenance (normal wear and tear)

- i. Employee-Occupant must acknowledge that the residence is on a septic system and agree to properly use and care for the system including drains and laterals.
 - ii. Employee-Occupant must acknowledge receipt of the guide "Do's and Don'ts of the Septic System" and understanding of the information
 - iii. Adverse use such as grease buildup, drainage of excessive household chemicals, or flushing of non-biodegradables are not covered by District maintenance and repairs are the responsibility of the Employee-Occupant
 - b. Pest Control.
 - i. Pest control shall be provided upon request as needed for interior of residence and garage.
 - ii. Pest control shall be provided upon recommendation by annual inspection as needed.
- 2. To be reimbursed by the Employee-Occupant to the District. Employee shall be responsible for payment within 15 days of presentation of invoice or bill by the District:
 - a. Propane gas
 - b. Electricity
- 3. To be established and provided by Employee-Occupant at their discretion:
 - a. Telephone service
 - b. Internet service
 - c. Television (cable or satellite)
- 4. Trash removal. There is no trash pick-up service for the residence. Employee-Occupant will be responsible for daily removal of trash to an appropriate waste management site. Residence trash may be disposed of in dumpsters at District facilities.
- 5. Water. A charge equivalent to the cost of 8 units of water representing indoor household use, inclusive of any pass-through charges (imported water, electrical, etc.) and meter fees as adopted by the Board as current rates will be included in the calculation of the monthly maintenance fee.

5095.11 Maintenance: BCVWD responsibility:

- 1. BCVWD shall perform or cause to be performed by a qualified contractor an inspection of the Residence and property to determine any maintenance needs every three years or as determined by the General Manager.
- 2. Unless repair or replacement of property is deemed to be the result of negligence or misuse by the Employee or occupants otherwise beyond normal wear and tear (in which case, Employee will be held responsible for payment in full of all costs associated with restoration of the property), BCVWD shall be responsible for the interior, exterior and replacements as specified below:
 - i. All residence structural items including but not limited to joists, roof members and shingles, foundation, gutters and downspouts, window frames and glass, doors, and associated hardware.
 - ii. All appliances purchased and installed by BCVWD.
 - iii. All fencing, gates, locks, and associated hardware.
 - iv. Exterior maintenance: roof repair, wood trim, and siding.
 - v. All major plumbing repairs including but not limited to piping, valves, drain lines, septic system, and faucets.

- vi. All internal and external electrical which was previously installed by BCVWD (conduit and associated hardware and switches, circuit breakers, attached lighting fixtures).
- vii. All items integral to residence or garage structure or design, including but not limited to, framing, roof, drywall, foundation, window frames and glass, and doors and associated hardware.
- viii. Maintenance, repair and/or replacement of air conditioner and/or heating unit, and associated hardware, duct work, and electrical.
- ix. Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.

5095.12 Insurance.

1. BCVWD shall carry and maintain, at BCVWD's sole cost and expense, at all times during the term of the Employment and Occupancy Agreement, with respect to the premises, broad form General Public Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 per person, \$3,000,000 per occurrence. The policy may contain an aggregate limit not less than the occurrence limit. The required limits may be satisfied by a combination of primary policy and an excess or umbrella policy.

2. All insurance required pursuant to the express provisions of the Employment and Occupancy Agreement shall provide that coverage shall not be revised, canceled, or reduced until at least 30 days written notice of such revision, cancellation or reduction shall have been given to Employee.

3. The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section shall name the Employee-Occupant as additional insured.

4. Employee-Occupant shall maintain at their sole cost and expense and provide proof of insurance including coverage for Personal Property (if possible / discretionary) and Liability which shall include coverage for dogs or other animals if applicable. Coverage should be sufficient to include household furniture and furnishings, including without limitation art, silverware, dishes, antiques, personal clothing, jewelry, and items of similar nature. Employee-Occupant understands, acknowledges and agrees that neither the foregoing assets nor any other property of Employee-Occupant shall be covered under an insurance policy held by BCVWD. The Insurance policy shall be issued under the name of the Employee-Occupant and BCVWD named additional insured.

5095.13 Termination of Employment and Occupancy

1. Employee's right to use and occupy a District-owned residence is a condition of employment, subject to review, and is on a periodic basis.

2. Upon termination of employment, the right is also terminated.

3. Occupancy of the District-owned residence may be terminated at any time by BCVWD with or without cause upon 45 days' written notice.

4. Vacation of premises will occur on the earlier of:

- a. 45 days following written notice from BCVWD to vacate the residence; or
- b. 30 days following the date upon which Employee's employment with BCVWD is terminated.

5. Removal of Employee-Occupant's personal property from residence: Personal property of value greater than \$700 left at the District residence after vacation of the premises will be considered abandoned and may be removed to a storage site. The Employee-Occupant will be charged a daily reasonable cost for said storage. Following 60 days after vacation of the premises, all personal property will

be considered abandoned and will be disposed of. Any fixtures installed by the Employee-Occupant become the property of the District.