City of Anthony Shared Housing Agreement and Rules of Conduct

Purpose:

This agreement is for City of Anthony personnel that reside outside of the city limits and who have received approval from the City Administrator to utilize city housing for lodging during their on-call/backup shifts. This Shared Housing program is provided by the City to support employee recruitment/retention by allowing a local housing opportunity in-lieu of the employment residency requirements.

A. Eligibility:

- 1. Must be a current employee of the City of Anthony.
- 2. Must be employed in a position with the City of Anthony that requires the employee to fill on-call or back-up positions.
- 3. Must reside outside of the city limits of Anthony.
- 4. May only utilize the Shared Housing during the shifts the employee is working the on-call or back-up schedule. Employees may not occupy the Shared Housing when they are not on shift.
- 5. Must not have previously violated or lost the privilege to participate in the City of Anthony Shared Housing Program.
- 6. Must have approval by the City Administrator.
- 7. If at any time after the employee is approved and is utilizing the Shared Housing, the employee no longer meets any of these eligibility requirements, the employee will no longer be able to utilize the Shared Housing and will vacate the premises effective immediately.

B. The City of Anthony Agrees:

- 1. To provide adequate housing to approved city personnel with on call/ back-up assignments.
- 2. To respect the resident's rights to be secure in his/her person and affects in accordance with Kansas state law.
- 3. To provide appliances, basic furnishing needs, and maintenance/repair to the housing structure.

C. The Employee Agrees:

- 1. That the use of city facilities is a shared use with other city employees as approved by the City Administrator.
- 2. To respect and be mindful of other individual employee rights in the Shared Housing.
- 3. To abide by the rules and guidelines set forth in this agreement and those adopted in the most recent City of Anthony Personnel Policies and Guidelines.

- 4. To give reasonable care of the city property provided by the City of Anthony and provide financial responsibility within 30 days for any damages other than normal wear and tear caused by the employee or their guests. Repeated damages could result in loss of privilege of the Shared Housing.
- 5. To abide by all local, state, and federal law.
- 6. The employee may bring minor belongings as is common to that of hotel stay. The City is not responsible for employee possessions or property.
- 7. To allow City of Anthony personnel to conduct inspection of the Shared Housing for maintenance and safety needs.

D. General Information and Guidelines:

- 1. All employees will utilize a shared refrigerator, stove, washer/dryer, and bathroom. Separate bedrooms are provided for city employees, one employee per bedroom.
- 2. Employees agree to be individually responsible for their own perishable items to include but not limited to: toiletries, soap, detergent, food, beverage, bathing material including wash cloths and towels, and trash bags.
- 3. Employees agree to provide up-keep of the housing and interior cleanliness.
- 4. Employees agree amongst themselves a fair and equitable rotation of cleaning duties.
- 5. Cleaning duties shall include but not limited to sweeping, mopping, washing dishes, any shared laundry, and at least weekly cleaning of the shared bathroom and kitchen. Individual laundry needs shall remain solely upon individual employees with equitable time per employee's use of washer and dryer. Employees also agree to shared trash removal.

E. Restrictions:

- 1. NARCOTICS; Use or possession of narcotics is strictly prohibited and illegal. Any person found to be in possession or under the influence of any illegal substance(s) will be subject to disciplinary action (See City of Anthony policy) and removal/loss of privilege of the Shared Housing program. Employees may be subject to loss of privilege of the Shared Housing program if their guests are found to be in possession or under the influence of any illegal substance while at the Shared Housing.
- 2. ALCOHOL; (See City of Anthony personnel policy). Alcohol is not permitted at City of Anthony facilities.
- 3. EXCESSIVE NOISE; Keeping in mind your fellow employee may have different shifts and or back-up schedules than yours, excessive noise in any form, i.e. stereos, musical instruments, amplified devices, will not be permitted.
- 4. CONDUCT; Fighting or using obscene language will be strictly prohibited.
- 5. SMOKING; Smoking inside the City owned property is prohibited.
- 6. PETS; Pets of any kind are prohibited.
- 7. VISITORS; Visitors are allowed as long as they also follow the "rules of conduct".

- 8. PERSONAL VEHICLES/ CITY VEHICLES; Personal vehicles and City owned and operated vehicles shall be parked and kept in the provided parking area. Only one personal vehicle per city employee is permitted and only while employee is on shift. The city is not responsible for personal vehicles parked at the Shared Housing.
- 9. TERM; The City of Anthony reserves the right to remove the employee from the Shared Housing program for failure to comply with the terms of this agreement or for other "cause" warranted by the City of Anthony City Commission.

F. Loss of Shared Housing Privilege:

- 1. Failure to comply with the terms of this agreement or suspension/loss of employment with the City will result in loss of shared housing privileges or other disciplinary action. In the case of loss of privileges, the employee will be notified in writing by the city and vacate the premises effective immediately.
- 2. In such case of loss of housing privilege, the employee will no longer be eligible to utilize the Shared Housing Program in-lieu of the meeting the residency requirement for their City of Anthony employment position and will be required to relocate and establish permanent residency in the City of Anthony or to a location that enables a minimum 15-minute response time, which ever is required for the employee's position, in order to maintain employment with the city. The employee acknowledges that they were informed and agreed to the residency/response time requirements when offered employment with the city and must meet said requirements of their own financial means in order to continue employment with the city.

Both City and Employee agree that nothing in this agreement is establishing a tenant/landlord privilege or relationship. The City of Anthony maintains full rights and privileges as owner of the Shared Housing properties located at SW 20 Rd, Anthony KS, and is allowing the employee use of said work facilities to accommodate sleeping/eating/hygiene needs during their shift schedules.

PLEASE SIGN AND RETURN **THE HOUSING AGREEMENT** to the City of Anthony, 124 S. Bluff Ave, Anthony KS, 67003 to City Administrator, Cyndra Kastens.

I have read, understand, and agree to the terms of this agreement. I realize that my use of City owned housing is a privilege extended to me by the City of Anthony only during my employment with the City of Anthony. This privilege is revocable at any time for failure to comply with Agreement terms at the discretion of the City.

| Housing Assignment Address: Employee Name: | |
|--|----------|
| Employee | Date |
| City Administrator | Date |
| Property pre-inspection notes: | |
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| | |
| | |

Date of Departure:

| Property departure inspection notes: | |
|--|---|
| Shared Housing vacated in acceptable condition? YES | NO |
| If no, list items of repair and cost required to be paid to th departure: | e City of Anthony within 30 days of the date of |
| Employee | Date |
| | |
| City Administrator | Date |