

North Carolina Department of Environment and Natural Resources
Division of Parks and Recreation

PARK HOUSING POLICY

In order to properly administer, operate, maintain, and protect all units within the North Carolina State Parks System, it is Division policy that park superintendents and park rangers are required to live in state-owned housing where provided. This requirement's sole purpose is to effectuate the most thorough administration and stewardship of the North Carolina State Parks. Housing, and other necessities as described herein, will be provided to qualified positions that have been identified as necessary to secure and or operate the relevant facilities on a 24-hour basis. The following obligations and provisions apply to this policy.

Employee Obligations

1. The employee will occupy the house as a primary residence and will not sublet or sub-rent the same, or any part thereof, to another party.
2. The employee will not allow the property to be used for any purpose that would permit or encourage any damage to the premises, or for any purpose contrary to any laws, rules, or Division policies.
3. The employee will use the residence for residential purposes only. The residence will not be used for commercial, retail, industrial, or manufacturing use of any kind.
4. The employee will permit authorized agents of the state to enter the residence under the following circumstances.
 - a. By announcing their intentions to inspect the residence fourteen days in advance;
 - b. By announcing their intentions to conduct routine maintenance, repairs, alterations, improvements and services which are the responsibility of the state;
 - c. When there is an immediate threat or danger to the property or its occupants, or;
 - d. In the event the employee refuses to vacate the premises within thirty days after due notice to vacate has been served to the resident employee.
5. The employee will not make any alterations to the premises without written approval of the chief of operations.
6. Emergency Call-Back and On-Call policies will control emergency response by employees.
7. The employee is responsible for paying all utility bills while occupying the residence. For utilities invoiced or billed under the division or park name and paid by the employee, the division retains the right to monitor payment dates and to take appropriate disciplinary action for failure to make payments on time.

8. The employee will provide labor, materials, and cleaning supplies for routine daily maintenance of the residence. The employee will maintain the grounds immediately surrounding the residence in a neat and attractive condition, using park mowing and ground maintenance tools and equipment, and appropriate personal protective equipment while on duty. The employee is responsible for removal of garbage in trash bags provided by the employee. (Park dumpsters may only be used for household garbage.)
9. The employee will live on-site and occupy the residence in accordance with the park housing staff directive.
10. The employee acknowledges that the state does not provide personal liability or property insurance coverage for the benefit of the employee, the employee's family, or for the employee's agents or invitees.
11. The employee understands that he/she is responsible for the security of personal items on the premises and for the insuring of personal items if desired. If desired, commercial security system installation, activation and monitoring will be at the employee's expense and according to State Construction Office guidelines with a Construction, Renovation and Demolition form.
12. The employee understands that if he/she desires to possess pets and/or animals while living within state residences, he/she shall observe the following housing policy requirements to include all applicable state and federal laws:
 - a. The number and species of animals that may be kept within or upon the grounds of a state residence may be regulated by the chief of operations or his/her designee.
 - b. The employee is solely responsible for the actions and welfare of any animal to include:
 - Maintaining the animal's health and required vaccinations;
 - Maintaining the interior of the residence in an appropriate, clean and well-maintained manner when pets/animals are kept inside the residence;
 - Financial responsibility for damage to state property to include the state residence and private property;
 - Financial responsibility for injuries caused by the animal to human beings or other animals, and;
 - Maintaining an appropriate, clean and well-maintained enclosure for pets/animals when kept outside of the residence. Employees are prohibited from using a tether, chain, cable, rope or similar device to restrain a pet/animal, in place of an appropriate enclosure, except on a temporary basis.
 - c. Animals are prohibited from leaving the grounds of the state-owned residence except under the physical control of the employee or their designee. Physical control of the pet/animal is defined as restraint by the use of a leash or transportation in a vehicle.
 - d. Animals will be confined upon the grounds of the state residence as to allow the public to approach the residence without encountering an animal not under the direct control of the present employee or their designee.

- e. Livestock to include horses, cattle, swine, sheep, goats, chickens, turkeys, waterfowl, and other animals or birds commonly considered to be agricultural in nature are prohibited.
- f. Species of animals, birds and/or reptiles that are under the management of the N. C. Wildlife Resources Commission are prohibited unless the proper permits have been obtained.
- g. Inherently dangerous exotic animals/reptiles are prohibited and are defined as:
 - Any member of the dog (canidae) family not customarily domesticated by man or any hybrids of such canidae, including wolf hybrids which are a cross between a wolf and a domestic dog. This does not include domestic dogs (canisfamiliaris).
 - Any member of the cat (felidae) family not customarily domesticated by man, or any hybrids of such felidae, but not including domestic cats (feliscatus). *Any member of the bear (ursidae) family or hybrids of such ursidae.
 - Reptilla which is venomous (includes alligators, crocodiles or similar reptiles.)

("Grandfather" consideration will be given in situations where compliance with these housing policy requirements would involve personal hardship on staff related to currently owned pets/animals. Such situations will be specifically approved by the appropriate district superintendent and the chief of operations.)

- 13. The district superintendent may require the employee to remove animals from state property for a documented violation of the animal provisions contained herein. In addition, a documented incident in which an employee's animal attacks, threatens, or otherwise endangers a member of the public or staff may result in a mandatory removal of said animal from State Park property.
- 14. The employee will leave the residence in as good condition as when the employee's residence began. Normal wear and tear is accepted; however, employee will pay the cost of any repairs needed as a result of neglect or damage caused by the employee and/or his/her animals.

State Obligations

- 1. The Division of Parks and Recreation will be responsible for maintaining all housing in a satisfactory, safe and sanitary condition.
- 2. The Division will keep the house in a safe and a habitable condition (examples of items the state may furnish to be replaced by the resident employee includes furnace filters, specialty light bulbs, water filters, etc.)
- 3. The Division will provide major maintenance to the residence and replacement of state-owned equipment and appliances subject to budget funding and Division approval.
- 4. The Division will provide insect and/or rodent extermination service, subject to budget funding and when necessary per annual inspection for pests, that are or potentially can damage the

structure. (This would not include infestation resulting from pets, insects and pests that do not affect the integrity of the structure, or unacceptable sanitation habits, which would be the employee's responsibility.)

5. If the residence is destroyed or rendered untenable by fire, natural catastrophe, condemnation or for any reason, the state has no obligation to rebuild, compensate, or provide other housing for the employee.
6. The division will provide for an annual inspection of the residence by the district maintenance mechanic or a designated representative.
7. The Division may provide, upon request, propane and heating fuel for employees upon payment by employees of the state term contract rates.

General Provisions

1. The state's obligations outlined in this policy end automatically, without any notice or instrument executed by the state, under any of the following circumstances:
 - a. Upon the effective date of dismissal, with the employee having no more than 30 days to vacate, leaving the described premises in as good condition as at the beginning of occupancy, ordinary wear and tear accepted.
 - b. Upon the changing of the employee's duties such that the employee is no longer able or required by the Division, to occupy the house as a condition of employment.
 - c. Upon 60 days' written notice that the Division desires possession of the house in order to properly and reasonably carry on its mission and objective to most thoroughly serve both the interests of the North Carolina State Park system and the public at large.
 - d. Upon 60 days after effective date of resignation, retirement, death, or other termination of employment with the Division of Parks and Recreation. (Reasonable additional time may be allowed at the chief of operation's discretion.)
2. The state shall have the right to re-enter and take possession of the premises for any other reason, upon providing the employee with a 60-day written notice to vacate the residence.
3. Upon providing the employee with a 60-day written notice to vacate the residence, the employee shall within 60 days vacate, leaving the described premises in as good condition as at the beginning of occupancy, ordinary wear and tear accepted.
4. Upon the discovery, by the Division, of any criminal behavior commissioned, executed, or planned by the employee.
5. Nothing in this procedure relieves the employee from other obligations imposed by rules of the Division of Parks and Recreation, the rules of the State Personnel Commission or the General Statutes of the State of North Carolina.

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PARK HOUSING AGREEMENT

I certify that I have read and understand the park housing policy, and that I will abide by all of the terms and conditions contained within Staff Directive 14-4, and this housing agreement. Failure to abide by this agreement may result in corrective measures being taken to include but not limited to reimbursement of cost of any repair necessary as a result of neglect or damage caused by the employee and/or his/her animals.

Name (please print): _____

Signature: _____ Date: _____

Title: _____ Position No. _____

Residence Location (park and address): _____

State Property ID No. _____

Current Photo(s) of Residence Attached: _____

Comments: _____

Permitted Occupants: _____

Witness (please print): _____

(Park or District Superintendent)

Signature: _____ Date: _____

Title: _____

Original to be retained by Chief of Operations
Submit copies to District Office and Park Office

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PARK HOUSING TERMINATION

I certify that I have abided by all of the terms and conditions contained within Staff Directive 14-4, and the park housing policy. The residence has been left in a satisfactory condition for occupancy by the next employee.

Name (please print): _____

Signature: _____ Date: _____

Title: _____ Position No. _____

Residence Location (park and address): _____

State Property ID No. _____

Current Photo(s) of Residence Attached: _____

Comments: _____

Witness (please print): _____

(Park or District Superintendent)

Signature: _____ Date: _____

Title: _____

Original to be retained by Chief of Operations
Submit copies to District Office and Park Office