

**RESOLUTION NO. R.09-2005**

**RESOLUTION OF THE GOVERNING BOARD  
OF THE BIG BEAR AREA REGIONAL WASTEWATER AGENCY  
ESTABLISHING FEES FOR THE RENTAL OF THE BIG BEAR AREA REGIONAL  
WASTEWATER AGENCY BOARD/MEETING ROOM**

**WHEREAS**, the Governing Board (the “Board”) of the Big Bear Area Regional Wastewater Agency (“BBARWA”) has been empowered to establish fees related to the rental of the BBARWA Board/Meeting Room; and

**WHEREAS**, the Board finds that it is appropriate and necessary to allow the Board to set the rental fee to be charged to a qualified individual who has authorization to use the facilities; and,

**NOW, THEREFORE, BE IT RESOLVED**, by the Governing Board of the Big Bear Area Regional Wastewater Agency that the Rental Fees attached hereto as Exhibit “A” is hereby approved and adopted.

**PASSED AND ADOPTED** this 14<sup>th</sup> day of December 2005

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Ken Dally, Chairman of the Governing Board  
of the Big Bear Area Regional Wastewater Agency

ATTEST:

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Dr. Don Eads, Secretary of the Governing Board  
of the Big Bear Area Regional Wastewater Agency

## Exhibit "A"

The fees set forth below do not exceed the reasonable cost of providing the services for which the fees are levied.

Board/Meeting Room <sup>1</sup> (room available daily between the hours of 9:00 a.m. and 9:00 p.m.; no overnight use shall be allowed); fees and deposits are due prior to the event date:	
(1) Individually scheduled meetings (fees per use):	
(a) Security/cleaning refundable deposit	\$ 25 per use
(b) Use fee (non-refundable; up to 12 hours of use):	\$ 30 per use
(2) Regularly scheduled meetings (at least 12 meetings per year):	
(a) Security/cleaning refundable deposit	\$100 per year
(b) Use fee (non-refundable; up to 12 hours of use)	\$ 30 per use
(3) Room key - refundable deposit	\$ 5 per key
(4) Television/VCR/DVD:	
(a) Refundable deposit	\$ 400
(5) Audio/Sound system:	
(a) Refundable deposit	\$ 200

Note: Application fees are non-refundable and due upon submission of application.

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<sup>1</sup> Board/Meeting Room conditions of use:

- (a) The room shall be available only to government, charitable and non-profit organizations, and shall not be used for parties or commercial events operated for profit, including but not limited to sales seminars, swap meets, carnivals, auctions and similar events. It shall not be available for exercise or other physical contact classes or to individuals for parties or other celebrations. The room shall not be used as the primary location for a business or a primary place of worship.
- (b) Alcoholic beverages and smoking are not allowed.
- (c) Minors must be supervised at all times by adults present at the activity. The minimum ratio of adults to minors is one (1) adult to fifteen (15) minors. Minors are defined as those under the age of 18.
- (d) Any special police, fire, custodial and staff services that may be necessary shall be provided at the applicant's expense.
- (e) In granting a use agreement for any facility, the Big Bear Area Regional Wastewater Agency does not relinquish and does retain the right of control and management thereof. Agency representatives may enter the premises at any time and on any occasion, and have authority to end an activity for the safety and welfare of the citizens or to protect the Agency's property. Agency employees shall have the authority to request assistance from law enforcement as necessary.
- (f) A \$20 charge will be debited from the refundable deposit when heat or air conditioning is left on, room is not properly cleaned or if the scheduled meeting is not canceled with the Agency staff at least 24 hours in advance of scheduled use.
- (g) There shall be no fee or refundable deposit charged to other government agencies for room use and equipment usage.
- (h) Any costs associated with the cleaning of the premises will be deducted from the refundable deposit. Any unused portion will be refunded to the authorized individual. The authorized individual will be liable for any costs incurred over and above the refundable deposit.
- (i) Any costs associated with the repair or replacement, due to negligence, of the Television/VCR/DVD or Audio/Sound system will be deducted from the refundable deposit. Any unused portion will be refunded to the authorized individual. The authorized individual will be liable for any costs incurred over and above the refundable deposit.
- (j) Applicant agrees to name Agency as an additional insured on the Applicant's General Liability Insurance Policy in the amount of \$1,000,000. Applicant shall provide proof of insurance to the Agency within ten (10) days of signing this Agreement or two business days prior to the use of the room, whichever is sooner and before the scheduled date of use. Notice of any cancellation of insurance shall be forwarded to the Agency within twenty-four (24) hours of such cancellation. Failure to provide adequate proof will result in a cancellation of Applicant's reservation and loss of security deposit.