



Midpeninsula Regional
Open Space District

Memorandum

To: General Public

From: Jean Chung, Property Management Specialist II

Subject: Notice of Housing Availability (1405 Skyline Blvd., INE Residence)

Date: April 9, 2021

The INE Residence located at 1405 Skyline Blvd, Palo Alto, in the Monte Bello Open Space Preserve is now available for occupancy.

- Due to Covid 19, Property Management will hold a virtual open house (see attached photographs, house floor plan, and boundary) and site visits by Appointment Only.
 - Please do NOT go to the residence without an appointment.
- If you are interested, please contact me at jchung@openspace.org and request an application.
 - Once applications are received and selection has been made the District Property Management team will work to arrange viewing the house before a rental agreement is signed.
- This house is available to all General Public. A tenant is selected as described in the Housing Program Policy (provided upon request).
- The residence is a two bedrooms/one bath-room house. Water is provided from a well and is treated utilizing an ultraviolet light unit. Cell phone reception is marginal (a cell booster is recommended or use of internet). Internet available but not high speed. Heating is via wood stove and electric wall heaters. Washer and dryer hookups are located at the residence. Storage is next to the carport.
- The drive is about 45 minutes on twisty mountain roads to Hwy 280 or down into Saratoga. Skyline Blvd has occasional snow in the winter 2 to 3 times a year.
- Skyline Boulevard is subject to frequent winter power outages and remote residences are the last to get service back on. This turns off the UV filter, but you do have water.
- We strive to keep rentals rodent free but that is a constant battle in rural settings.
- Lower barn is used by facilities and occasional access by District employees.
- A maximum of five (5) people can occupy this residence.
- Up to three (3) pets are allowed, with no more than two (2) dogs. No fenced yard provided.

Rent

- The monthly rental rate for this residence is \$2,191.00.
- All utilities are to be paid by tenant (electricity, garbage, phone, internet, and television services).
- The monthly rental rate may be increased/decreased annually upon completion of the annual rental survey
- Tenant is responsible for possessory interest tax (approximately \$250-500 per year)

If you have any questions about the residence, please contact Jean Chung via email at jchung@openspace.org.

INE Residence
1405 Skyline Blvd, Palo Alto



Front of house (south and east sides



Front of house (south side)



Back of house (north and east sides)



Storage Container and Carport



Water Tank and Solar Pump



Kitchen



Kitchen



Living-Room



Livingroom



Hall



Bathroom



Master Bedroom



Small bedroom (unfinished bathroom)



Unfinished Bathroom

Path: G:\Projects\Monte Bello\INE\INE_Ranch_Aerial_20160121.mxd
Created By: rhaines

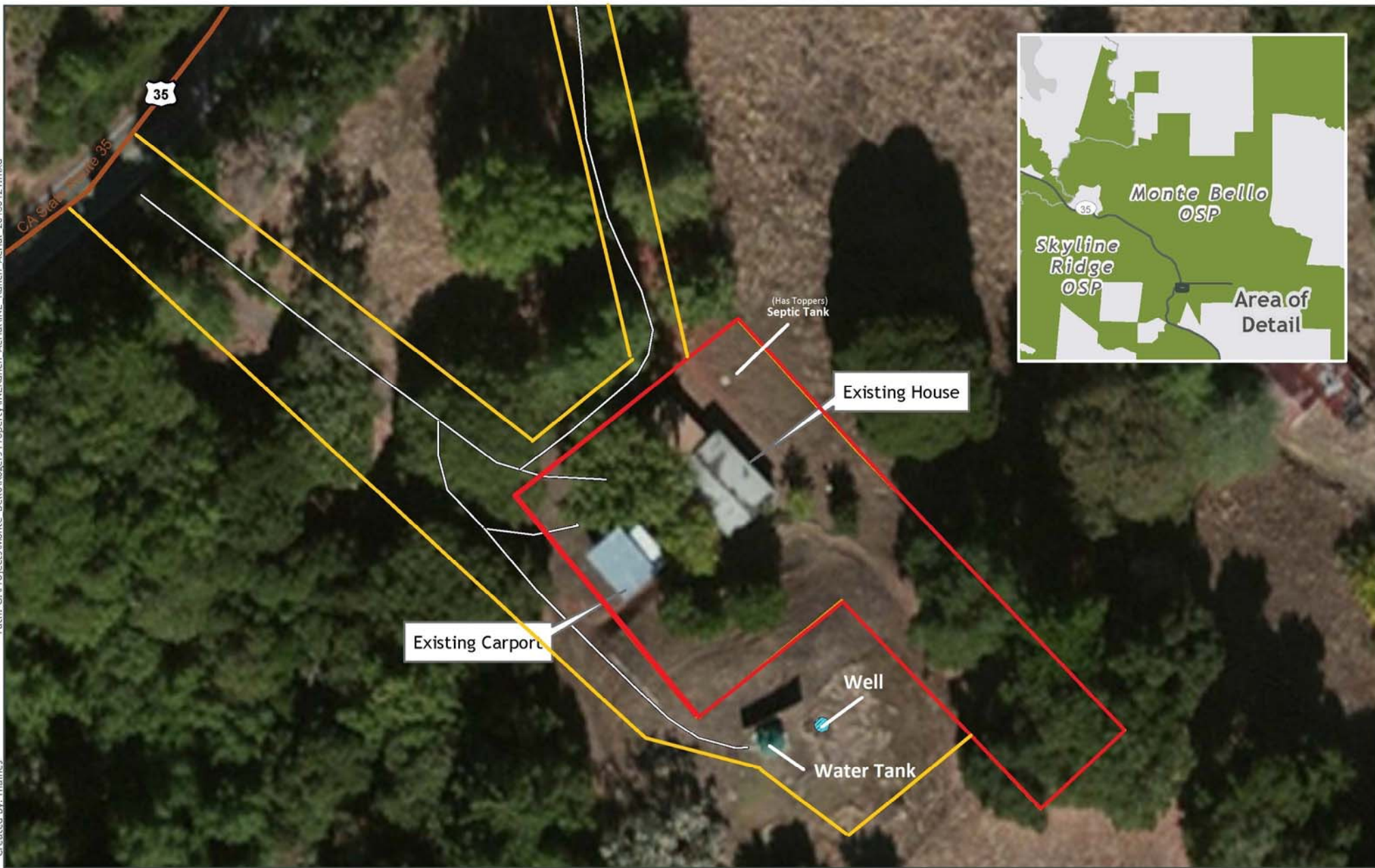


Exhibit A: Residence Lease Boundary: INE Ranch Property


-  Lease Area
-  District Access

Midpeninsula Regional
Open Space District
(MROSD)



While the District strives to use the best available digital data, this data does not represent a legal survey and is merely a graphic illustration of geographic features.

Made by Property Management for GIS to create an official map.

	<h1>Housing Program</h1>	Administrative Policy Manual
		Chapter 3 – Personnel Policy 3.09
		Responsible Department: Land and Facilities Services
Effective Date: 6/1/18		Attachments: None
Prior Versions: Employee Residence Administrative Guidelines (1994) and Administrative Guidelines for the Property Management Program (7/25/07)		

Introduction

The goals of the District Housing Program are as follows, consistent with Board Policy 4.11:

- To support the management, protection, and maintenance of District open space lands or other operational District need, including providing onsite surveillance, security, emergency response, and/or land stewardship assistance.
- To support an agricultural use on District lands, including grazing, row crops, or other agricultural operations.
- To recoup the costs of structural maintenance and repair and provide financial support to the District.
- To support and be in alignment with the District's mission.
- To aid in the recruitment and retention of District employees.

The Board-adopted District Housing Policy (4.11) requires the development of an Administrative Policy to provide a set of guidelines for administering the District's Housing Program. These guidelines address the selection of tenant classifications for residences, rental rates and discounts, occupancy criteria, required agreements, tenant rights and responsibilities, and term limits.

Actions authorized under this policy to the Land & Facilities Services Manager may be delegated to a designee in the Land & Facilities Services Department with prior approval from the Assistant General Manager over Visitor and Field Services.

1. Selection of Tenant Classification for District Residences

Per Board Housing Policy (4.11) there are five tenant classifications eligible for District residences:

- Employees that Provide Services
- Agricultural
- Employees that Do Not Provide Services
- Other Agency/Non-Profit Employees
- General Public

Refer to Board policy 4.11 for a complete description of each Board-approved tenant classification that applies to District residential structures.

Following the purchase of a new property where the Board has approved retaining a structure as a residence, or at the time when an existing residence is vacated, the Land & Facilities Services Manager will determine the tenant classification in consultation with other District department managers and the General Manager, based on District need and the Board-approved Site Selection Criteria found in Board Policy (4.11).

In order to recruit employees, the General Manager may choose to supersede the tenant selection process and designate an available residence for a prospective employee.

2. Rental Rates and Discounts

Rents

Monthly rents shall be set based on fair market value as determined by the Land and Facilities Services Manager and approved by the Assistant General Manager over Visitor and Field Services (see Annual Review of Rents section below). Monthly rents may be subject to a rental discount depending on the tenant classification as noted in the table below. In addition, *Employees that Provide Services* and *Agricultural Laborers* in District housing may be eligible for a reduced affordable housing rental rate if they qualify. To determine qualification, an income verification process is required. The affordable housing standard will be a rental rate of 30% of gross income of all residential occupants. Tenants who wish to be considered for an affordable housing discount must apply annually. Residents are responsible for reporting any changes that may affect their eligibility within 30 days of the change.

Tenant Classification	Rental Discount	Additional Discount if Eligible	Additional Information
Employees that Provide Services*	50% off market	Affordable Housing Discounts	Housing is a condition of employment, rental discount not subject to income tax.
Agricultural	Set forth in District Agricultural Lease or none	Affordable Housing Discounts (labor only)	
Employees that Don't Provide Services*	25% off market	None	Discount subject to income tax.
Other Agency/Non-Profit Employees	None	None	
General Public	None	None	

*The Land and Facilities Services Manager may designate the floorplan that is offered to the employee.

Annual Review of Rents

The fair market rental value of each residence shall be reviewed and adjusted annually based on the local rental market. Every three years, Property Management will contract with a professional appraisal firm to perform a market survey of rental values to ensure District rental rates are in alignment with the fair market rental values of the area. A preselected subset of representative District residences will be evaluated in the survey. Adjustments to other residences will be made by comparisons to the representative residences in the survey.

In the intervening years, Property Management will request from the same appraisal firm an annual assessment of the change in the larger rental market where District residences are located to ensure that rental rates are in alignment.

Rental rates for an occupied residence will not increase by more than five percent (5%) annually. If the market increase is higher than 5%, the District will track the market rate but only increase the actual rent by 5%. Annual rental increases will be 5% until the rental rate catches up with the market rate. At no time will any annual increase for an occupied residence be more than 5%.

An example:

Tenant Classification: *Employee that Provide Services*

Market Rental rate: \$2,000

- Year 1: A market survey (conducted every three years) identifies a 9% increase to bring the new market rental rate to \$2,180. However, the District's 5% cap for annual increases limits the new rental rate to \$2,100. Moreover, applying the 50% discount rate for the tenant classification brings the new discounted rental rate to \$1,050.
- Year 2: The intervening annual market rate assessment identifies an increase of 4% to bring the new market rate to \$2,267. The District 5% cap would limit the increase to \$2,205. Applying the 50% rental rate discount brings the new discounted rental rate to \$1,103.
- Year 3: The second intervening annual market rate assessment identifies an increase of 1% to bring the new market rate to \$2,290. The market rate is less than a 5% increase over the current rental rate so the District would increase the rental rate to the market rate of \$2,290. Applying the 50% rental rate discount brings the new discounted rental rate to \$1,145.
- Year 4, the market survey is conducted, and the process restarts.

If the adjusted market rate change in rental rates is less than 2%, the Land and Facilities Services Manager reserves the right to defer any changes to the rental rates for purposes of the District's operational efficiency.

The District also reserves the right to make special adjustments to rent as appropriate due to District improvements, excluding maintenance and repair activities, made to a residence that increase the rental market value of the residence. These increases will not be subject to the 5% annual cap.

The District will notify residents in writing no less than 30 days in advance of any increase to the rental rate.

Reimbursement for Improvements, Repairs or Maintenance

Except for the Employees that Provide Services and Employees that Don't Provide Services tenant classifications, the tenant may undertake District authorized improvements, repairs or maintenance of the premises if the reasonable value of the repairs or maintenance does not exceed the monthly rental rate. The District may waive that limit by written consent at the discretion of the Land and Facilities Services Manager.

To obtain District pre-approval for such an activity, the tenant shall submit a written proposal to the District for written approval prior to commencing work. Written District consent shall specify the pre-approved cost of the improvement that will be reimbursed. Reimbursements will be approved by the Senior Property Management Specialist. Basic tenant responsibilities as outlined in Section 4 do not qualify for reimbursement. For all District approved and issued reimbursements for labor performed by the tenant, greater than \$600.00 per year, an IRS Form 1099 will be issued. Reimbursement for materials or contracted labor are not reported on Form 1099. Any rental credits of more than \$1,000 per project will require proof of prevailing wage rates for any contracted work.

3. Tenant Qualification, Selection Process and Occupancy

Employees that Provide Services

A. Qualifications

- 1) Field personnel (Visitor Services and Land & Facilities)
 - i. Qualifying job classifications within the above noted departments. The Land and Facilities Manager and the Visitor Services Manager will determine what job classifications qualify and are preferred for a particular residence.
 - ii. The District reserves the right to prioritize field supervisory staff over other qualifying job classifications.
- 2) Employee who provides services to address specific District need
 - i. A Department Manager may specify a specific skill set or a job classification which best serves the District's needs for the specific premises and provides the best operational advantage for the District.
- 3) General Requirements
 - i. Primary residence – resident employees must use the premises as his or her primary place of residence on a continuous basis. Residency is a condition of employment.
 - ii. Job performance – Employees must be in good standing and have an overall performance evaluation rating of "meets standard" on their last evaluation to apply.

B. Selection Process

- 1) The District will notify eligible employees of a vacancy or anticipated vacancy 45 days in advance of the expected move-in date if feasible. The *Notice of Availability* shall include a description of the residence, the monthly rental rate,

the maximum number of occupants permitted, required occupancy date, due date for submitting interest statements, qualifying and preferred job classifications and any other considerations deemed applicable.

- 2) Interested employees must submit a *Statement of Interest* to Property Management on or before the due date, describing the specific residence of interest, earliest move-in date, and the specific housing needs of the employee.
- 3) The Land & Facilities Services Manager in consultation with the applicable Department Manager (typically the Visitor Services Manager) will select the employee. The selection will be based on the following criteria:
 - i. Employee interest
 - ii. Qualifying/preferred job classification
 - iii. Specific skills or experience that would benefit the District
 - iv. Reporting location
 - v. Preference for employees who have the least amount of time in District Housing
 - vi. Seniority
- 4) Employees will be notified of the selection at least 30 days in advance of the move-in date.
- 5) Employee accepts and executes a *District Employee Rental Agreement*, which requires certification of general liability insurance, in the amount of \$500,000, and a security deposit of the monthly rental rate plus \$100.00.

C. Period of Occupancy

- 1) Employees are limited to an occupancy period of seven (7) years from date of initial occupancy at a residence. This is not a lease term. All District employee rental agreements are month to month with no guarantee of continued residency.
- 2) The period of occupancy runs with the resident and the residence. If the employee moves to another District residence a new period of occupancy starts.
- 3) After seven (7) years, the current tenant may submit for a new seven (7) year occupancy period. However, if there are qualified employees in the same or a preferred classification they may be selected over the existing tenant.

D. No Subletting

- a. Employees who provide services may not sublease. All occupants of a District residence shall be identified in a writing signed by both District and occupant. Changes in occupants must be approved in writing by the District.

Employees that do not provide services

A. Qualifications

- 1) Employed by the District.
- 2) General
 - i. Primary residence – resident employees must use the premises as his or her primary place of residence on a continuous basis.
 - ii. Job performance – Employees must be in good standing and have an overall performance evaluation rating of “meets standard” on their most recent evaluation to apply.

B. Selection Process

- 1) The selection process for this tenant classification will be the same as employees that provide services except that all District employees including field and administrative employees will be eligible and the tenant will be chosen utilizing a lottery system.
- 2) A security deposit equal to the discounted monthly rental rate is required.

C. Period of Occupancy

- 1) The period of occupancy is the same as that outlined for an employee that provides services.

D. No Subletting

- 1) Employees who provide services may not sublease. All occupants of a District residence shall be identified in a writing signed by both District and occupant. Changes in occupants must be approved in writing by the District.

Agricultural, Other Agency, General Public

A. Qualifications (proposed tenant meets one of the following):

- 1) Agricultural classification: District agricultural tenant (rancher or farmer) or agricultural worker employed by District agricultural tenant.
- 2) Other Agency classification: Employee of another public agency or non-profit organization.
- 3) General Public. Member of the public.

B. Selection Process

- 1) The District will solicit applicants through the most cost effective, fair and appropriate means possible.
- 2) The *Notice of Availability* shall include a description of the residence, the monthly rental rate, the maximum number of occupants permitted, required occupancy date, two (2) dates for a residence tour, final date for returning applications, and any other considerations deemed applicable. The Notice of Availability will be advertised for general public rentals by adequate and appropriate methods. The Land and Facilities Services Manager may waive the noticing requirement if a suitable agricultural, agency, or nonprofit tenant is available.
- 3) Property Management in the Land and Facilities Services Department will handle prospective tenant inquiries.
- 4) Applications will be available online on the District website, at the District Administrative office, via electronic mail, at the residence tour and via US mail.
- 5) Completed applications may be returned electronically, in person at the District Administrative office, or via US mail. Property Management staff will prepare a set of qualified candidates for review by the Land and Facilities Service Manager.
- 6) The applicant will be selected by the Land and Facilities Services Manager based on the following qualifications, in compliance with all applicable laws, such as their history and stability of employment, credit worthiness, quality of references, as well as the suitability of the applicant for the specific property. All applicants will be promptly notified upon final tenant selection.

- 7) Applicant's selection is contingent on them signing a District Rental Agreement, which requires certification of general liability insurance in the amount of \$500,000 and a security deposit equal to the monthly rental rate.
- 8) The first full month's rent will be due on date of possession, unless the applicant takes possession mid-month. In this case, the applicant will pay that month's partial prorated amount upon taking occupancy, thereafter paying the full amount on the first of each month.

C. Period of Rental Agreement

- 1) The *District Rental Agreement* is month-to-month.

4. Tenant Responsibilities

General Responsibilities for all Tenant Classifications

Under California state law, tenants are obligated to use rented premises properly and keep them clean. Specifically, tenants are required to:

- A. Keep the premises clean and sanitary.
- B. Dispose from the premises all rubbish, garbage and other waste in a clean and sanitary manner.
- C. Properly operate gas, electrical, and plumbing fixtures and keep them clean and sanitary as their condition permits. Examples of abuse include overloading an electrical outlet, flushing large objects down the toilet, and allowing bathroom fixtures to become filthy.
- D. Refrain from damaging or defacing the premises or allowing anyone else to do so.
- E. Use living and dining rooms, bedrooms and kitchens for their proper respective purposes. For example, the living and dining room should not be repurposed as makeshift bedrooms.

Additionally, all tenant classifications are responsible for the following:

- A. Maintaining a firebreak an area at least thirty feet in width, surrounding the perimeter of the structures, which shall be free of all low-lying brush, dry weeds, and similar flammable materials.
- B. Payment of possessory taxes levied by the County. If the tenant resides in the residence on January 1st, then the tenant is liable for these taxes for the full year, even if the tenant moves out during any month of that year.

Employees that Provide Services

As a condition of employment, Employees that Provide Services shall receive a fifty (50) percent discount of the market rental rate in recognition of the following services they provide:

A. Non-compensable responsibilities

- 1) Helpful and courteous. Employees and other occupants must be helpful, courteous, and accessible to all District visitors, neighbors, employees, tenants, officials, agents, and lessees.
- 2) Maintain the residence. Employee shall, at his/her own expense, maintain existing landscaping and perform routine and minor household maintenance and repairs. Examples include replacing batteries in smoke detectors and bulbs in light fixtures, clearing clogged plumbing fixture drains, and replacing toilet flapper valves and heater and water filters.
- 3) Defensible Space – Employee shall keep the premises free of low-lying brush, weeds and similar flammable material. They shall be responsible for the clearance of vegetation necessary to comply with state and local regulatory requirements as they exist or may be amended in the future. At the discretion of the responsible Area Manager, employees may borrow and utilize equipment such as hand-held brush cutters, push mowers, and ride on mowers while off duty if they have been trained and authorized to use the equipment on duty. When using District tools or equipment, the resident employee must adhere to all safety and operational procedures as if on duty, including wearing appropriate personal protective equipment. Off duty residents may not use trucks, tractors, and heavy equipment. The responsible Area Manager may elect to assist mowing larger areas, if using a tractor or heavy equipment, including transportation time, is significantly more efficient than other methods.
- 4) Working telephone. The Employee shall have a telephone that works at the residence (cellular or landline) and provide the District with the number. The District will reimburse for all long-distance calls required for District business.
- 5) Site presence and visibility. The Employee shall assist with the protection of District lands and improvements by providing a visible on-site presence. The District shall install signs identifying residences as employee residences.

B. Compensable responsibilities

- 1) Compensation for work or services performed as callback time shall be administered in accordance with applicable personnel policies and labor agreements.

Employees that do not provide services

In addition to the general responsibilities required of all tenant classifications, employees that do not provide services are required to maintain defensible space as outlined above for employees that provide services.

5. District Responsibilities

The following guidelines are based on the California Civil Code and the California Code of Civil Procedure. They are provided here as an informational guide for the District and its tenants. The rules summarized below may be adjusted by the District at any time to reflect applicable law.

- A. Landlord Disclosure. This District is legally obligated to make certain disclosures to prospective tenants. These disclosures will be provided to each tenant prior to occupancy. These include but are not limited to lead and asbestos, shared utility arrangements, and whether the residence is located near a former military base.
- B. Security Deposits. Any payment, fee, deposit, or charge including the last month's rent (but not the first month's rent), paid by the tenant when the tenant signs the District rental agreement, is legally a security deposit.
- C. Inspecting the Property. Before a tenant moves into a unit, an authorized District representative, along with the prospective tenant, will inspect the property for damage and obvious wear and tear. The parties will complete and sign a *Property Inspection Form* reflecting the baseline condition of the premises prior to occupancy. Prior to termination of the tenancy, the tenant and District representative shall conduct a final inspection to determine the condition of the premises and any damage and repairs required to be made by the tenant or to be charged to the security deposit to cover the cost of District repairs.
- D. Discrimination. The District shall administer the Housing Program in compliance with the California state Fair Employment and Housing Acts, the federal Fair Housing Act, and the Unruh Civil Rights Act.
- E. Occupancy Limits. The maximum space-to-people ratio shall not exceed the state limits of two persons per bedroom plus one. The District may set the occupancy limit lower at its sole discretion.
- F. Animals. The District may refuse to rent to tenants with pets, or restrict the type of pets it accepts. If a pet is approved an increased security deposit may be required. However, the District will not refuse to rent on this basis if the animal is a service animal.
- G. State and Local Housing Standards. The District shall provide housing that meets applicable legal standards, including the standards of habitability set out in the California State Civil Code and Health and Safety Code.
- H. The District's Right of Entry. The District may enter rented premises under circumstances and upon any required notice set out in the Civil Code.

6. Termination of Tenancy

Employees (both Employees that provide services and Employees that do not provide services)

- A. The term of any tenancy will end 30 days following termination date of the employee's District employment for any reason, including but not limited to discharge, retirement, or resignation. When employment is terminated, full fair market rent will be charged as of the date of termination without the necessity of 30-days' notice of any rent increase.
- B. The District may terminate the Rental Agreement upon a 90-day written notice to the employee tenant when a decision is made by the Land and Facilities Services Manager to change the classification for a new or current residence to meet a specific need of the District. This also applies when the District Board decides that a District residence is no longer cost-effective or feasible to maintain (see Improvements on District Lands 4.02 and Factors to Consider for Structures Disposition 4.09).
- C. Occupancy of a District residence by an Employee is of a temporary nature.

All Tenant Classifications

The District may give an employee tenant a 30-day termination notice for any reason except the following:

- A. Discrimination. The District shall not evict because of race, religion, creed, political affiliation, color, national origin, ancestry, sex, sexual orientation, age, familial status, disability, or other arbitrary discrimination.
- B. Retaliatory eviction. The District shall not retaliate against a tenant for exercising any right under the law, such as the tenant's right to complain about housing conditions.

If a tenant violates a rental agreement clause, the District may serve a Three-Day Notice to Perform Covenant or Quit, demanding the tenant leave or correct the violation.

The District may serve an unconditional Three-Day Notice to Quit when allowed by applicable law. Examples of appropriate situations for a Three-Day Notice include:

- A. Non-correctable violation. For instance, if there is no way the violation can be corrected in three days.
- B. Nuisance. The tenant is causing a nuisance on the premises, repeatedly annoying neighbors.
- C. Extreme danger. The tenant has caused or permitted the destruction of property, such as holes punched in the wall or many broken windows.
- D. Illegal Use. The tenant is using the property for an illegal use, such as dealing drugs or operating a legitimate business in violation of local zoning laws.
- E. Subletting the premise contrary to the provisions of the rental agreement.

If a tenant gives less than a 30-day notice, the District will still be entitled to payment of rent for the entire 30 days from the time of notice. The tenant will have the right to stay through the 30 days.

The District will promptly mail the tenant a refund of any remaining portion of the security deposit to which the tenant is entitled. If the security deposit is not fully refunded, a written itemization will outline how the security deposit was applied to back rent, the cost of cleaning, or the cost of repairs (except for "ordinary wear and tear").

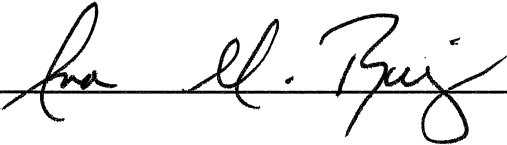
If a tenant attaches something permanently to a wall in a District residence, such fixture becomes part of the premises and the tenant is required to leave the fixture in place when vacating the premises. The District shall be entitled to use any portion of the security deposit to remove and repair any damage caused by the fixture unless the fixture was authorized by the District prior to installation.

7. Required Forms

- A. District Rental Agreement
- B. District Employee Rental Agreement
- C. Notice of Availability

- D. Payroll Deduction Form
- E. Property Inspection Form
- F. Waiver of Relocation Benefits
- G. Rental Application

General Manager's Signature:

_____

Dated:

_____6-13-18_____