



**Beaumont-Cherry Valley Water District  
Personnel Committee Meeting  
June 21, 2021**

Item 8

**STAFF REPORT**

**TO:** Personnel Committee  
**FROM:** Dan Jagers, General Manager  
**SUBJECT:** District Residences and Facility Emergency Policy

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**Staff Recommendation**

Recommend presentation of the proposed revision to the District Residences and Facility Emergency Policy to the full Board for consideration.

**Background**

In June 2020, the Personnel Committee directed staff to prepare revisions to the District Residences and Facility Emergency Policy that assure transparency and represent the interests of both the employees residing in the District-owned residences and those not in residences.

The Committee has considered numerous revisions during meetings from June 2020 through May 2021 and has directed staff to provide information to allow the Committee to finalize the documents for presentation to the full Board.

**Summary**

All but two issues have been resolved. The remaining two outstanding items should either be resolved by Personnel Committee consensus at this meeting, or the District Residences and Facility Emergency Policy should be moved forward for consideration by the full Board to finalize.

**Issue 1 - Payment for Water Use / Water Bill**

The Personnel Committee determined that the employee-occupant of a District residence should carry some responsibility for the water utility in order to maintain equity with District customers and assure there is no excessive use. At the March 22, 2021 meeting, staff presented a recommendation based on the average indoor water use by a family of four: billing at \$26 per month to be included in the monthly maintenance fee paid by the employee-occupant. The Committee voiced no objection but did not give clear direction to staff on this issue.

**Issue 2 – Monthly Maintenance Fee**

The goal of the Monthly Maintenance Fee is not to provide a discount on fair market rent to the employee-occupants but to cover the ongoing maintenance needs of the District-owned residences for the properties to be self-sufficient. The District must be cautious when assigning monetary values to responsibilities of the employee-occupant, and when determining the monthly maintenance fee, so as not to create a taxable working condition fringe benefit for the employee-occupant, and instead assure that the occupancy of the unit is clearly a benefit and convenience for the employer. The Committee has directed staff to formulate an equitable solution to determine



the appropriate monthly maintenance fee and has indicated that there should be value to the District and the fee should be tied to a formula based on the value of the in-kind services performed by the employee-occupant and typical fair market rent for similar properties. Until now, staff has focused analysis on this value rather than the actual costs to maintain the residences. Staff recommends re-focus back to the goal of the monthly maintenance fee, with analysis of historic costs, implementation of real estate best practices, and consideration of a renovation plan.

It is not an unusual situation for a special district to provide housing for employees in certain situations. As a general rule, the IRS considers employer-provided housing a fringe benefit, which is therefore taxable income to the employee. An exception is granted if the lodging is for the convenience of the employer, is on the District's property, and is provided as a condition of employment, meeting a District operational need. BCVWD must continue to assure that the exception applies and that a tenancy situation is not created.

The District's historic intent upon installing District employees at these residences is "in furtherance of providing ongoing security and operational opportunities over the weekends for the District's wells and transmission facilities." BCVWD benefits from the occupancy of the District-owned residences in a number of ways:

1. Personnel on site provide a valuable presence in the remote area of Edgar Canyon:
  - a. Operation of Canyon well, reservoir, and pipeline systems on weekends and in evenings
  - b. Emergency response as evidenced by the fires and potential floods of 2020/21
  - c. Latent and active security presence including nightly and weekend observation of facilities and canyon activities (i.e., trespassers such as mountain bikers, hikers, and horseback riders, and illegal dumping activities, and on two occasions illegal marijuana grow activities)
2. Employee-occupants perform some maintenance to the District houses
3. Personnel installed in the residences provide facilities review, observation, operation, and maintenance activities of District facilities and pipelines at night and on weekends on an as needed basis
4. Personnel pay a monthly maintenance fee that accrues for each residence and is tracked in the District's budget

The Personnel Committee requested that staff quantify and monetize the value of the above benefits with a defined Scope of Work (SOW) to compare to "fair market rent." Staff has offered a cost analysis, but at the same time advised that facilities operational activities, latent and active security value, plus the intangible value of goodwill, trust, responsibility, and employee engagement are difficult to impossible to monetize and do not translate into a Scope of Work. The Committee was dissatisfied with the cost analysis presented at the March 22, 2021 meeting which attempted to assign value to facilitate comparison.

At the March 22, 2021 meeting, the Committee added new considerations, including the need for improvements at the residences as they are perceived to be in a state of disrepair, a commitment



to the employee-occupants to make renovations, and collection of sufficient maintenance fees to perform the renovations and properly maintain the properties. This mandate divorces the comparison of labor value to fair market rent and instead applies an accounting based on budget needed for said renovations and upkeep, consistent with the intent of the monthly maintenance fee.

Staff has again provided an updated Cost Analysis based on direction given at the March 22 meeting (Attachment 1), but recommends the Committee refocus and solidly define the goal of the monthly maintenance fee pursuant to the proposed and Personnel Committee-reviewed District Residences and Facility Emergency Policy: Purpose (See Attachment 2):

1. ***District facilities.*** *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, the City of Calimesa and unincorporated areas within Riverside and San Bernardino Counties.*
2. ***Properties.***  
*District-owned residence properties include four (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.*
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.*
  - a. *Local Emergencies include:*
    - i. *Acts of vandalism*
    - ii. *Security breaches*
    - iii. *Power failures*
    - iv. *Operational failures*
    - v. *Floods*
    - vi. *Fires*
    - vii. *Earthquakes*
    - viii. *Monitor damage caused by wildlife*
    - ix. *Other natural or human-caused emergencies*
  - b. *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.*
4. ***Practicality.*** *The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.*



Staff offers the following:

1. A monthly maintenance fee approaching “fair market rent” will deter interest by employee-occupants.
2. To be presented a Scope of Work that may require significant hours in addition to a regular workday may prove to be too burdensome on individuals and families. Consideration should be given to the welfare of the employee-occupant along with the benefit to the District.
3. The District residences are older homes, are remotely located, and are not enticing places to live. The location also comes with some elements of danger such as wildlife, wildfire, flooding, and debris flow.

The above considerations cannot be easily quantified and cannot be monetized. The District must maintain a balance between its needs for security and maintenance of facilities in the canyon, and the desirability (or undesirability) of living in the District residences.

Staff directs the attention of the Personnel Committee back to the original sample document favored by the Committee, the Snow Creek Agreement (Attachment 3). Note that the employee-occupant is required to work 36 to 40 hours per week, with one day off, and that the District augments the employee-occupant's hours with use of outside daytime security personnel. Also note Section E – Job Duties, and the compensation of \$2,299 per month. At 36 to 40 hours per week, residence at Snow Creek is a full-time job with benefits. BCVWD cannot expect a regular, full time employee to take on an additional 30+ hours beyond their regular workday in order to gain a minimal savings on fair market rent. Staff recommends a reasonable balance and offers the following solution:

1. A standard Scope of Work will be prepared, then tailored to each residence. The SOW will be an attachment to the Employee Occupancy Agreement, to be executed by the employee-occupant and general manager. The SOW will be calculated based on expected work time allotted to tasks, not to exceed an average of 20 hours per month. The General Manager or their designee will be responsible for reviewing work logs and spot-checking maintenance issues to assure that work is being performed. See Attachment 4 for detail.
2. The Monthly Maintenance Fee for each District-owned residence will be based on the cost to maintain the residence. This cost will be based on the value of the house which will be based on the square footage of the building. The Employee Occupancy Agreement could provide for an annual escalator of 3 percent. For current employee-occupants with existing agreements, the monthly maintenance fee will be increased incrementally at the end of the existing term and start of new term at an affordable step increase. See Attachment 5 for detail on the new maintenance-based calculations.
3. Each District-owned residence will be inspected and evaluated for safety, repairs and maintenance needed, drought-tolerant landscaping, and quality of life issues. A score sheet will be used to determine the rankings of each house, and the lowest scoring house will be slated for focused renovation in 2022 at the end of the current employee-occupant's agreement term. Each residence with significant issues will be scheduled for renovations



as soon as reasonably warranted and/or achievable. Funds will be budgeted for these projects annually from accrued monthly maintenance fees, and/or the District's capital replacement reserves. The accrued collected maintenance fees will be maintained and accounted for separately as a restricted fund and will continue to be used for regular routine maintenance and repairs to all District-owned residences..

4. If the employee-occupant is found not to be performing the services set forth in the SOW or is unable to fully complete the list of tasks designated, the General Manager or their designee will meet with the employee to revise the SOW and / or prepare a plan to bring the employee-occupant into compliance with expectations. If the District is still unsatisfied, the employee-occupant will not be offered an extension of the Employee Occupancy Agreement at the end of the term. See Attachment 4 for program detail.

### **Fiscal Impact**

Cost of renovation of each District-owned residence will be on an as needed basis with funds on hand and/or capital replacement reserves (which would be replenished with O&M fees collected for each residence).).

The ongoing fiscal impact to the District is designed to be minimal. The District residences should be self-sustaining via the Monthly Maintenance Fee, but as is the case with any real estate, there will be unforeseen costs and potential large expenses.

### **Attachments**

1. Cost Analysis - Updated
2. Proposed District Residences and Facility Emergency Policy
3. Snow Creek Agreement
4. Sample Scope of Work and Accountability Program
5. Monthly Maintenance Fee Calculation

*Staff Report prepared by Lynda Kerney, Administrative Assistant and Dan Jagers, General Manager*

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE COMPARISONS TO DISTRICT HOUSING**

TABLE 1 - Summary of Comparison Houses					
Address	City/Town	Monthly Rent	Square Footage (Sq Ft)	Monthly Rent/Sq Ft	Source
<b>Brick and Mortar</b>					
1299 Pennsylvania Ave	Cherry Valley	\$ 1,795	1499	\$ 1.20	zillow.com
11060 Karen Dr	Cherry Valley	\$ 1,200	967	\$ 1.24	rent.com
11684 Oak Ln	Yucaipa	\$ 1,950	1400	\$ 1.39	rent.com
35835 Santa Maria St	Yucaipa	\$ 2,295	2315	\$ 0.99	zillow.com
34576 Wildwood Canyon Rd	Yucaipa	\$ 2,400	2100	\$ 1.14	zillow.com
<b>Average</b>		<b>\$ 1,928</b>		<b>\$ 1.19</b>	
<b>Mobile Homes</b>					
10130 Frontier Trl	Cherry Valley	\$ 1,650	1368	\$ 1.21	zillow.com
<b>Average</b>		<b>\$ 1,650</b>		<b>\$ 1.21</b>	

Comparison1

Comparison2

Comparison3

Comparison4

Comparison5

Comparison1a

TABLE 2 - Averages Applied to District Housing					
District Address			Estimated Square Footage (Sq Ft)	Monthly Market Rent/Sq Ft	Monthly Market Rent
12303 Oak Glen Road			2072	\$ 1.19	\$ 2,466
13695 Oak Glen Road			1300	\$ 1.19	\$ 1,547
13697 Oak Glen Road			1460	\$ 1.19	\$ 1,737
9781 Avenida Miravilla			1200	\$ 1.19	\$ 1,428

TABLE 3 - Summary of Comparison Houses - New					
Address	City/Town	Monthly Rent	Square Footage (Sq Ft)	Monthly Rent/Sq Ft	Source
<b>Brick and Mortar</b>					
957 Queen Annes Ln	Beaumont	\$ 2,100	2582	\$ 0.81	zillow.com
34371 Bella Vista Dr	Yucaipa	\$ 2,500	1886	\$ 1.33	zillow.com
35259 Eureka Ave #C	Yucaipa	\$ 1,600	1000	\$ 1.60	zillow.com
31957 Teal Ct	Yucaipa	\$ 3,300	2965	\$ 1.11	zillow.com
1376 Sea Pines Dr	Banning	\$ 2,200	2018	\$ 1.09	zillow.com
<b>Average</b>		<b>\$ 2,340</b>		<b>\$ 1.19</b>	
<b>Mobile Homes</b>					
763 W Avenue L #50	Calimesa	\$ 1,250	1000	\$ 1.25	zillow.com
<b>Average</b>		<b>\$ 1,250</b>		<b>\$ 1.25</b>	

Comparison1NEW

Comparison2NEW

Comparison3NEW

Comparison4NEW

Comparison5NEW

Comparison1aNEW

TABLE 4 - New Averages Applied to District Housing					
District Address			Estimated Square Footage (Sq Ft)	Monthly Market Rent/Sq Ft	Monthly Market Rent
12303 Oak Glen Road			2072	\$ 1.19	\$ 2,466
13695 Oak Glen Road			1300	\$ 1.19	\$ 1,547
13697 Oak Glen Road			1460	\$ 1.19	\$ 1,737
9781 Avenida Miravilla			1200	\$ 1.19	\$ 1,428

60%

50%

Factor 1	Cost 1	Factor 2	Cost 2
60%	\$ 1,479.41	50%	\$ 1,232.84
60%	\$ 928.20	50%	\$ 773.50
60%	\$ 1,042.44	50%	\$ 868.70
60%	\$ 856.80	50%	\$ 714.00



**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A**

Address	City/Town	Monthly Rent	Sq Ft	Monthly Rent/Sq Ft	Source	Other
957 Queen Annes Ln	Beaumont	\$ 2,100	2582	\$ 0.81	zillow.com	Sundance

**Zillow** [Save](#) [Share](#) [More](#)

**\$2,100/mo** 5 bd | 3 ba | 2,582 sqft  
957 Queen Annes Ln, Beaumont, CA 92223

[Request a tour](#) [Apply now](#)

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[Add work destination](#)

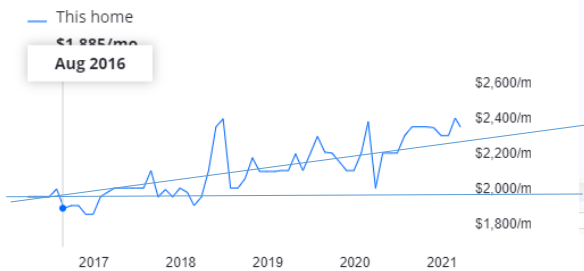
### Overview

Days listed **2** | Contacts **33** | Applications **15**

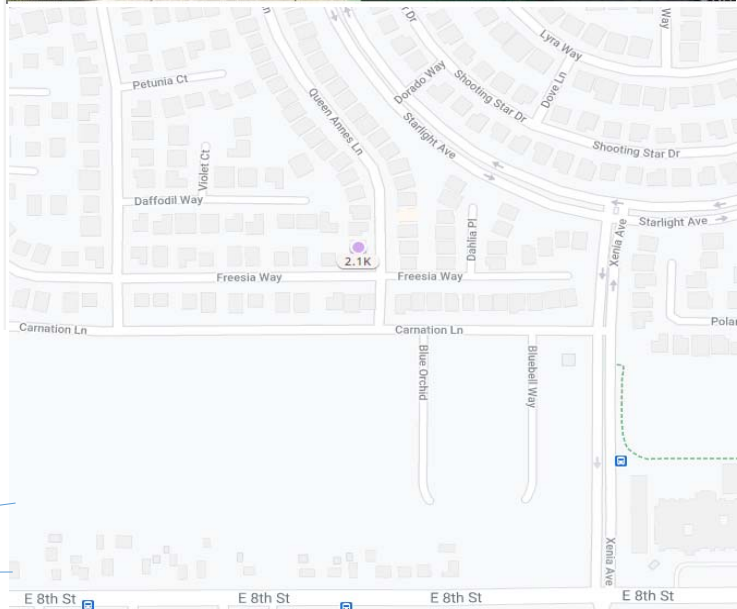
New home in the Sundance Community of Beaumont. This is a 2 story home with 5 bedrooms and 3 bathrooms. Has a big kitchen with granite counter top. New laminate floors.

Owner will pay HOA fee, but tenants will be responsible for any fees/fines associated with violation of HOA rules. Tenants must follow all HOA rules/regulations. Tenants to pay for all utilities and care for the lawn/yard. Pets are not allowed. No smoking is allowed inside the house. When application is approved, will need proof of income, a copy of driver's license, and last bank statement of those listed on the lease. Lease is a 1 year contract with option to renew or do month-to-month once lease is up.

### Rent Zestimate history



		1.68%	
2016	\$	1,900.00	\$ 1,931.92
2017	\$	1,931.92	\$ 1,964.38
2018	\$	1,964.38	\$ 1,997.38
2019	\$	1,997.38	\$ 2,030.93
2020	\$	2,030.93	\$ 2,065.05
2021	\$	2,065.05	\$ 2,099.75



**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A**

Address	City/Town	Monthly Rent	Sq Ft	Monthly Rent/Sq Ft	Source	Other
34371 Bella Vista Dr	Yucaipa	\$ 2,500	1886	\$ 1.33	zillow.com	



Save Share More

**\$2,500/mo** 3 bd | 2.5 ba | 1,886 sqft

34371 Bella Vista Dr, Yucaipa, CA 92399

Request a tour

Request to apply

Overview Facts and features Price and tax history Nearby

Add work destination

### Overview

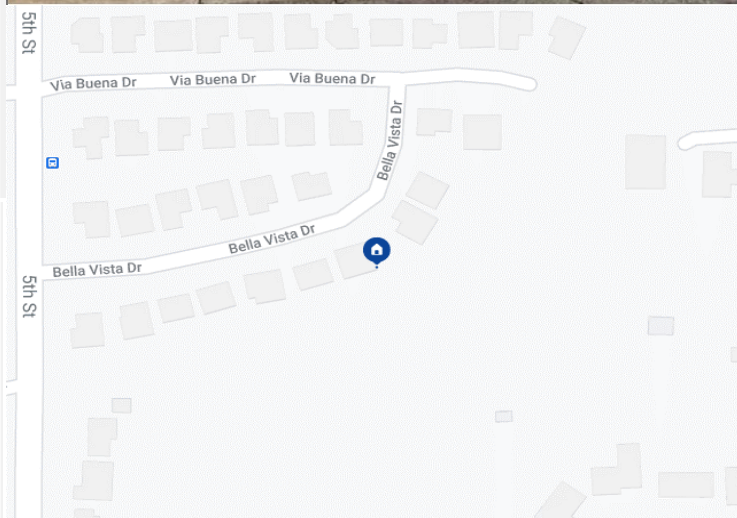
Days listed 0

Contacts 16

Gorgeous 3 bedroom, 2.5 bath, 2 story Yucaipa home in clean, quiet neighborhood. New paint and new flooring, updated kitchen with new quartz counters. Amenities include 2 car garage, fireplace, fenced yard, covered patio, central a/c, dishwasher, range, microwave & indoor laundry. Minimum 650 FICO score.

Owner pays for trash. No pets, no smoking.

### Rent Zestimate history



		2.95%	
2016	\$	2,100.00	\$ 2,161.95
2017	\$	2,161.95	\$ 2,225.73
2018	\$	2,225.73	\$ 2,291.39
2019	\$	2,291.39	\$ 2,358.98
2020	\$	2,358.98	\$ 2,428.57
2021	\$	2,428.57	\$ 2,500.22



**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A**

Address	City/Town	Monthly Rent	Sq Ft	Monthly Rent/Sq Ft	Source	Other
35259 Eureka Ave #C	Yucaipa	\$ 1,600	1000	\$ 1.60	zillow.com	



Save Share More

**\$1,600/mo** 2 bd | 1 ba | 1,000 sqft

35259 Eureka Ave #C, Yucaipa, CA 92399

Request a tour

Request to apply

Overview Facts and features Price and tax history Nearby

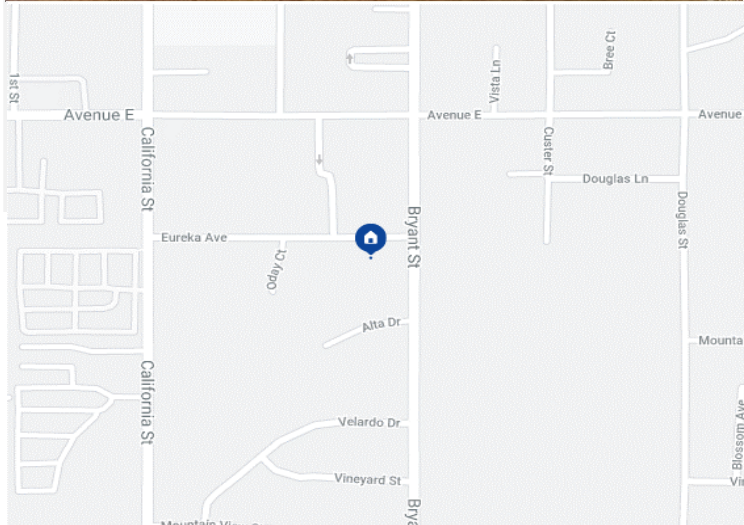
Add work destination

### Overview

Days listed 0

Contacts 36

Mitch Weisberg 909-289- REAL (7325) ; Mitchre. Nice Guy Real Estate Group - Keller Williams Private hideaway in Yucaipa! Freshly painted 2 Bedroom, 1 Bath back unit. Part of a triplex, with 1 shared wall. You have your own fenced yard, shed, and your own driveway with covered parking. Laundry hookups for ayoura washer and dryer. RENT INCLUDES UTILITIES - ELECTRIC, GAS, WATER, SEWER, TRASH & WIFI!



**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A**

Address	City/Town	Monthly Rent	Sq Ft	Monthly Rent/Sq Ft	Source	Other
31957 Teal Ct	Yucaipa	\$ 3,300	2965	\$ 1.11	zillow.com	Reserve at Crafton Hills

**Zillow** Save Share More

**\$3,300/mo** 5 bd | 3.5 ba | 2,965 sqft  
31957 Teal Ct, Yucaipa, CA 92399

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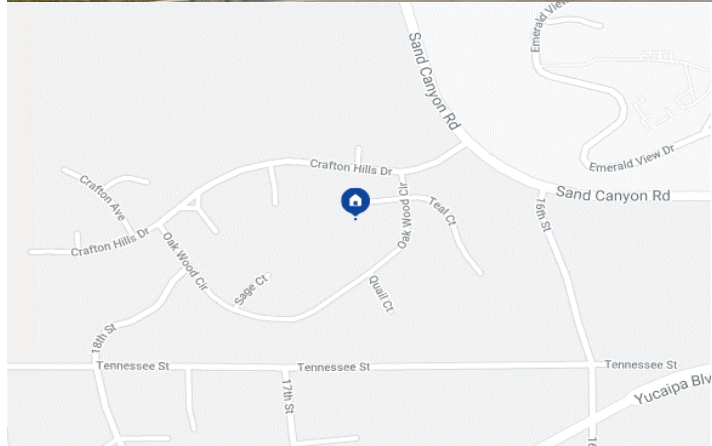
[Add work destination](#)

### Overview

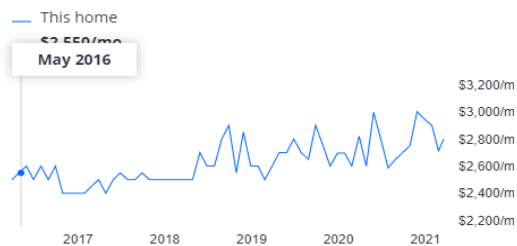
Days listed **10**

Contacts **151**

Amazing home located in "The RESERVE" at Crafton Hills. ENDLESS VIEWS, CITY LIGHTS! Cul-De-Sac location house with open space views you can see forever from the kitchen, family room and upstairs master bedroom. This 5 bedroom with a loft home features a Downstairs Bedroom with a FULL Bath. Great Open Family room with fireplace and those gorgeous views! Upgrades include granite counters with upgraded cabinets. Manicured front and backyard. I can't begin to mention ALL the nice Features, you will fall in love with this home! Easy freeway access - Only 15 minutes to University of Redlands and 5-10 minutes to Yucaipa Valley Golf Club. This home is perfect for entertaining, inside and outside....Just Move In  
Includes clubhouse, pool and spa



### Rent Zestimate history



		4.05%	
2016	\$	2,600.00	\$ 2,705.30
2017	\$	2,705.30	\$ 2,814.86
2018	\$	2,814.86	\$ 2,928.87
2019	\$	2,928.87	\$ 3,047.49
2020	\$	3,047.49	\$ 3,170.91
2021	\$	3,170.91	\$ 3,299.33



**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A**

Address	City/Town	Monthly Rent	Sq Ft	Monthly Rent/Sq Ft	Source	Other
1376 Sea Pines Dr	Banning	\$ 2,200	2018	\$ 1.09	zillow.com	Sun Lakes



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**\$2,200/mo** 2 bd | 2.5 ba | 2,018 sqft

1376 Sea Pines Dr, Banning, CA 92220

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[Add work destination](#)

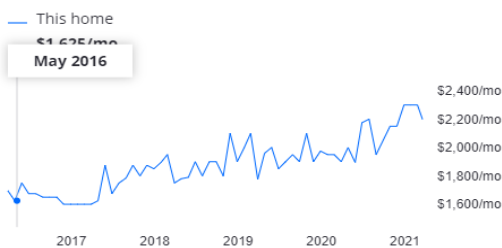
### Overview

Days listed **13**

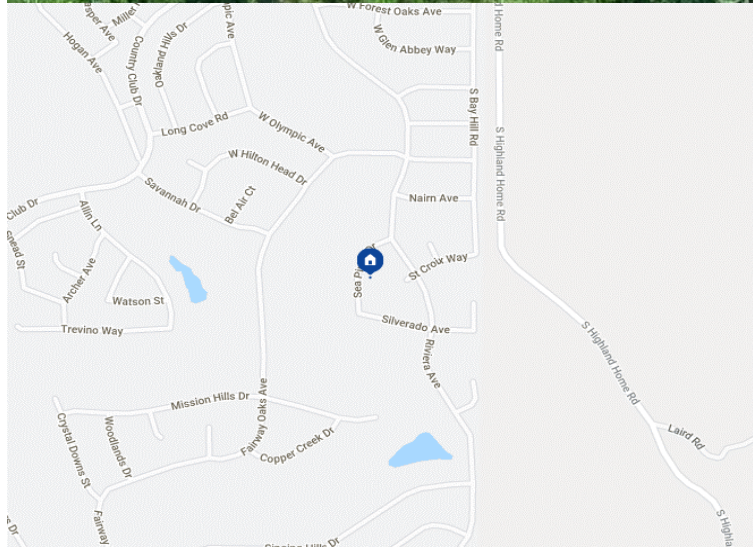
Contacts **22**

55+ Resort Living at Its Finest! Highly Sought-After Sunflower Model Located in The Beautiful Gated Golf Community of Sunlakes. This Gorgeous Single Level Home Offers A Master Bedroom Suite, A Complete Guest Quarters Ensuite, A Powder Room, A Den/Office, a Spacious and Airy Living/Formal Dining Room as Well as a Roomy Kitchen/Family Room, which Leads to the Resort Like Backyard Boasting A Brand New Alumawood Patio Cover. The Oversized 2 Car Garage Has Epoxy Flooring and A Bonus Area for Extra Storage or For A Golf Cart. Brand New Flooring Was Recently Installed in The Master Bed and Both Bathrooms. You Will Enjoy Custom High-End Lighting in Both Bathrooms and Powder Room. Other Recent Upgrades Include: New Water Heater, New Ceiling Fans, New Interior Paint, Baseboards & Crown Molding. The Landscape Has Been Revamped as Well (New SOD in the back), Making the Backyard an Ideal Gathering/Relaxing Spot. You Will Feel

### Rent Zestimate history




		4.90%	
2016	\$	1,650.00	\$ 1,730.85
2017	\$	1,730.85	\$ 1,815.66
2018	\$	1,815.66	\$ 1,904.63
2019	\$	1,904.63	\$ 1,997.96
2020	\$	1,997.96	\$ 2,095.86
2021	\$	2,095.86	\$ 2,198.55



**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A**

Address	City/Town	Monthly Rent	Sq Ft	Monthly Rent/Sq Ft	Source	Other
763 W Avenue L #50	Calimesa	\$ 1,250	1000	\$ 1.25	zillow.com	South Mesa MHP


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## \$1,250/mo

1 bd | 1 ba | 1,000 sqft

763 W Avenue L #50, Calimesa, CA 92320

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### Overview

Days listed **6** | Contacts **49**


In South Mesa Mobile Home Park - 1 bedroom apartment in beautiful Calimesa California. Quiet community close to shopping and freeway access. 1 bedroom, 1 bath, owner requesting \$2,500.00 security deposit with 2 year lease

Owner requests \$500.00 utility deposit

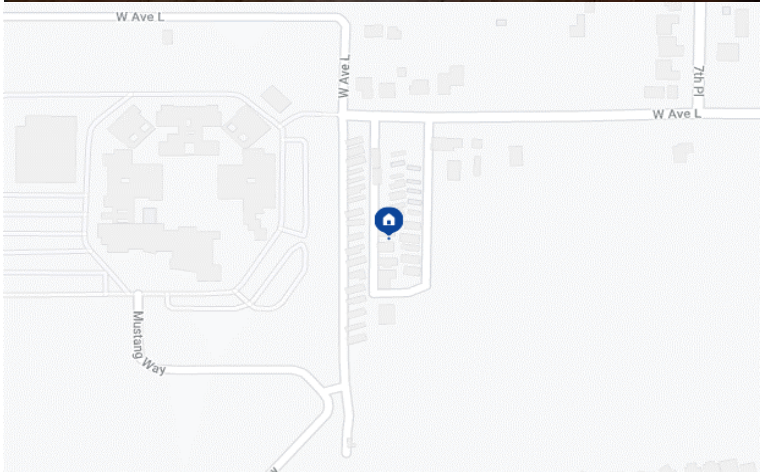
### Rent Zestimate history

— This home

**\$1,195/mo**  
May 2019



Year	2019	2020	2021
2019	\$1,195.00		
2020		\$1,212.93	
2021			\$1,249.59



		1.50%	
2019	\$	1,195.00	\$ 1,212.93
2020	\$	1,212.93	\$ 1,231.12
2021	\$	1,231.12	\$ 1,249.59

**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A**

Address	City/Town	Monthly Rent	Sq Ft	Monthly Rent/Sq Ft	Source	Other
1280 Beaumont Ave	Beaumont	\$ 2,000	1950	\$ 1.03	rent.com	

rent.com

Home > California > Beaumont Houses

\$2,000

1280 Beaumont Ave

Beaumont, California 92223

3 Beds | 2 Bath | 1950 Sqft

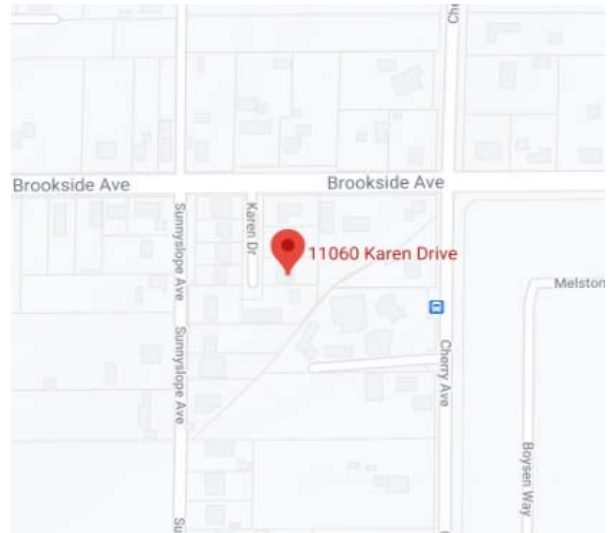
## Description

Learn more about this property

1280 Beaumont Ave Beaumont - <https://my.matterport.com/show/?m=cER8UldYPZB&ts=.5> Don't miss this Beautiful open floor plan 3 bedroom 2 bath Home! 1950 sq.ft of living space with premium features. High ceiling, can lights throughout, granite counter, hardwood and tile floors. 2 car attached garage, large gated back yard. Front yard with sprinklers. Central Heating & Air. Washer & Dryer Hook-ups. Tenant responsible for all utilities. Pets on approval. Available Now!

### Building Type

House





**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A**

Address	City/Town	Monthly Rent	Sq Ft	Monthly Rent/Sq Ft	Source	Other
1299 Pennsylvania Ave	Cherry Valley	\$ 1,795	1499	\$ 1.20	zillow.com	



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**\$1,795/mo** 2 bd | 3 ba | 1,499 Square Feet

1299 Pennsylvania Ave, Cherry Valley, CA 92223

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[Overview](#) [Facts and features](#) [Rent Zestimate](#) [Price and tax](#) >

Days listed 0

Contacts 31

Center courtyard with seating area and outside fireplace makes this home a must see. Nicely appointed home that features updated kitchen with corian counter tops. Updated bathrooms with tile bath/showers. Extra large living room with fireplace and ceiling fans. Large fenced yard. Garage partially covered to room but not being considered a 3rd bedroom.



BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A

Address	City/Town	Monthly Rent	Sq Ft	Monthly Rent/Sq Ft	Source	Other
11060 Karen Rd	Cherry Valley	\$ 1,200	967	\$ 1.24	rent.com	

rent.com

Home > California > Cherry Valley Houses

\$1,200

11060 Karen Dr

Cherry Valley, California 92223

2 Beds | 1 Bath | 967 Sqft

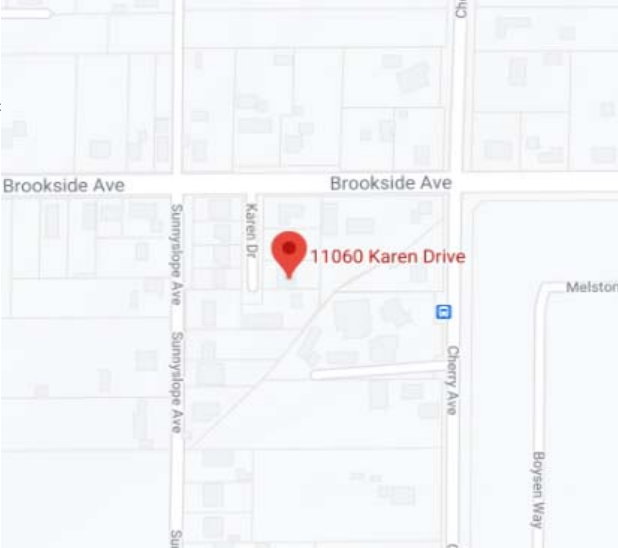
Description

Learn more about this property

2 Bedroom, 1 Bathroom Duplex w/ Updated Features, Available Now. - 2 Bedroom, 1 Bathroom Duplex w/ updated features, \$1,200 Month/ \$1,200 Deposit, Month-to-Month Lease Agreement. Tenant pays ALL utilities. Unit comes with carpet and vinyl tile floors, central AC/heat, one-car garage, gas stove, washer/dryer hook-up, and fenced back yard. Smalls pets allowed w/ additional \$500 deposit. Going north on Beaumont Ave., turn right onto Brookside Ave. Follow for about 1 mile, then turn right onto Karen Dr., unit is at the end of the street on the right side.

Building Type

House



BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A

Address	City/Town	Monthly Rent	Sq Ft	Monthly Rent/Sq Ft	Source	Other
11684 Oak Ln	Yucaipa	1400	\$ 1,950	\$ 1.39	rent.com	

**rent.com**  
Home > California > Yucaipa Houses

**\$1,950**  
**11684 Oak Ln**  
Yucaipa, California 92399 • Central Yucaipa  
3 Beds | 2 Bath | 1400 Sqft

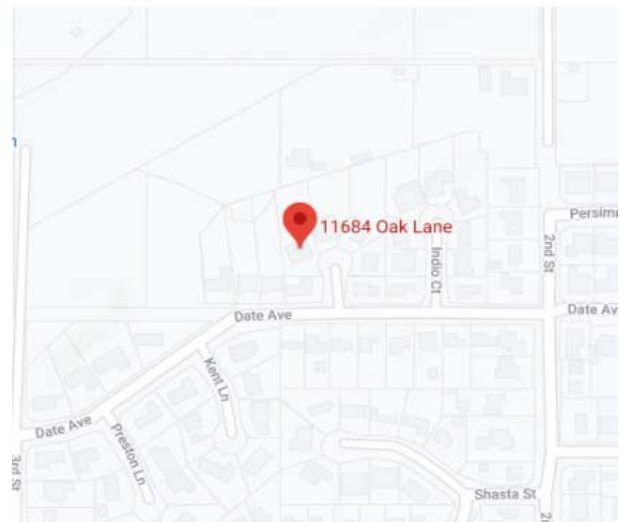
## Description

Learn more about this property

11684 Oak Lane - 3D Tour <https://my.matterport.com/show/?m=dzauc6bYfaw&ts=.5> Beautiful 3 bedroom 2 bath home in upper Yucaipa. Hardwood and tile floors. Sun room with Great views! Dishwasher and refrigerator. Central heat and air. Fireplace. 2 car garage w/opener and RV/ trailer storage. Includes gardener, water, sewer and trash. NO PETS. Available 9/15/2020.

## Building Type

House



**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A**

Address	City/Town	Monthly Rent	Sq Ft	Monthly Rent/Sq Ft	Source	Other
35835 Santa Maria St	Yucaipa	\$ 2,295	2315	\$ 0.99	zillow.com	



[Save](#) [Share](#) [More](#)

**\$2,295**/mo 3 bd | 2 ba | 2,315 Square Feet

35835 Santa Maria St, Yucaipa, CA 92399

**Request a tour**

**Request to apply**

[Overview](#) [Facts and features](#) [Rent Zestimate](#) [Price and tax](#)

Days listed 26

Contacts 54

Spacious upper Yucaipa ranch style home features 3 large bedrooms, 2 full baths, formal living room, large family room with fireplace, kitchen open to family room and dining room, enclosed rear sun room, separate office and inside laundry room. Central heat and air and ceiling fans. Fenced rear yard area and covered patio. Water and trash included with rent. This is a NO PET property.



**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A**

Address	City/Town	Monthly Rent	Sq Ft	Monthly Rent/Sq Ft	Source	Other
35835 Santa Maria St	Yucaipa	\$ 2,295	2315	\$ 0.99	zillow.com	



Save Share More

**\$2,400**/mo 4 bd | 2 ba | 2,100 Square Feet

34576 Wildwood Canyon Rd, Yucaipa, CA 92399

**Request a tour**

**Apply now**

[Overview](#) [Facts and features](#) [Rent Zestimate](#) [Price and tax](#)

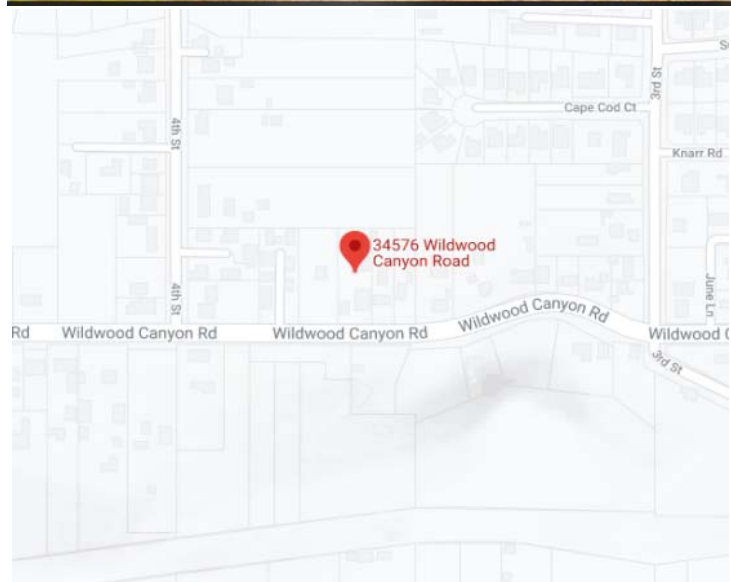
[Add work destination](#)

### Overview

Days listed 22 | Contacts 65 | Applications 9

Freshly painted new laminate floors blinds through out  
Granite countertops stove dishwasher ceiling fans inc

Owner pays for water,electric, trash and sewer up to \$400  
per month





**BEAUMONT-CHERRY VALLEY WATER DISTRICT  
FAIR MARKET VALUE MOBILE HOME COMPARISON 1A**

Address	City/Town	Monthly Rent	Sq Ft	Monthly Rent/Sq Ft	Source	Other
10130 Frontier Trl	Cherry Valley	\$ 1,650	1368	\$ 1.21	zillow.com	Highland Springs CC



Save Share Mo

**\$1,650/mo** 2 bd | 2 ba | 1,368 Square Feet  
10130 Frontier Trl, Cherry Valley, CA 92223

Request a tour

Request to apply

Overview Facts and features Rent Zestimate Price and tax

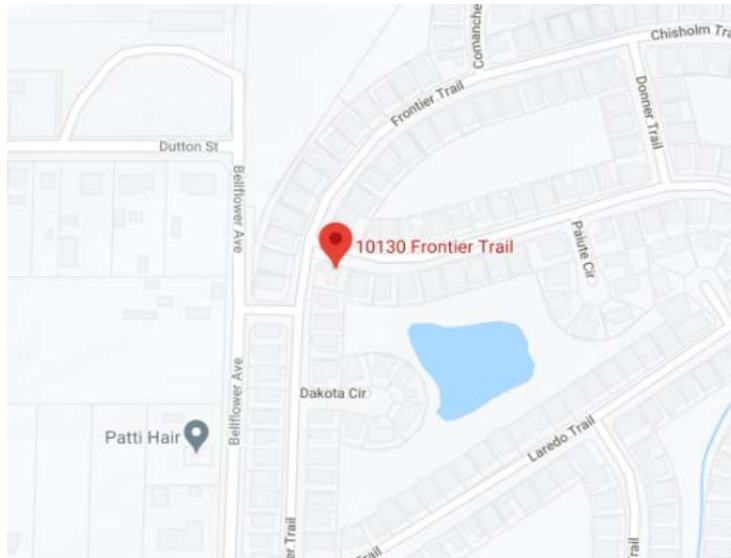
Add work destination

### Overview

Days listed 6

Contacts 17

55 plus Community in Cherry Valley @ Bedroom @ Bath  
Free Golf,swimming,pool,sauna,jacuzzi and more. This is a  
55+ community. You need to be 55 + to live here.





BEAUMONT-CHERRY VALLEY WATER DISTRICT  
560 Magnolia Ave., Beaumont, CA 92223

Please ignore formatting,  
numbering and indentation  
inconsistencies. These will be  
addressed in the final version.

## **POLICY DRAFT – VERSION 10 DISTRICT RESIDENCES AND FACILITY EMERGENCY POLICY**

### **PURPOSE**

- 1. District facilities.** 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.
- 2. Properties.**

District-owned residence properties include four (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.
- 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.
  - a. Local Emergencies include:
    - i. Acts of vandalism
    - ii. Security breaches
    - iii. Power failures
    - iv. Operational failures
    - v. Floods
    - vi. Fires
    - vii. Earthquakes
    - viii. Monitor damage caused by wildlife
    - ix. Other natural or human-caused emergencies
  - b. 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.
- 4. Practicality.** The housing of District personnel in said residences is the most practical alternative to provide emergency and safeguarding services to remote water facilities.

### **POLICY**

#### **5. Non-Employee Occupancy**

- a. 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.
- b. 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.
  - c. 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.

## **6. Occupancy of District-owned Residences**

- a. Occupancy of District-owned residences is provided for the convenience of BCVWD.
- b. The Employee is required to accept this lodging as a condition of employment.
- c. 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.
- d. 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.
- e. 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.
- f. Employees residing in District-owned residences shall pay a monthly maintenance fee which will accrue to pay for major maintenance expenses of the residence.
- g. Upon selection and prior to moving into a District-owned residence, Employee shall furnish to the District a reasonable security deposit based on three (3) times the amount of the monthly maintenance fee. The security deposit is fully refundable upon move-out; unless deductions are necessary for:
  - i. Default on payment of the monthly maintenance fee
  - ii. Default on reimbursement for electric or propane service
  - iii. Damage in excess of normal wear and tear
  - iv. Cleaning due to excessive filth / trash / debris

## **7. Responsibilities**

- a. 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.
- b. The primary responsibilities of the Employee residing in a District residence include but are not limited to:
  - i. Safeguarding property and facilities from trespassers and potential vandalism
  - ii. Monitoring property and facilities daily

- iii. Responding immediately to facilities nearest the residence in the event of a natural disaster or other emergency
- c. Management will provide procedures for the Employee to follow for situations that may occur, to be included in the Scope of Work document.
- d. Oversight of the responsibilities of the Employee-Occupant will be assigned to the Employee-Occupant's immediate supervisor.

## **8. Occupancy.**

- a. Occupancy by the Employee is not a benefit of employment but is required due to the need for oversight of the BCVWD property.
- b. 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.
- c. Maximum occupancy of District-owned residences is two (2) persons per bedroom.
- d. Employee may have up to two (2) pre-approved indoor pets in the residence. Other domestic animals may be considered if the property is appropriate (i.e. horses).
  - i. 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.
  - ii. Certificates of proper vaccinations must be submitted to the District for all animals prior to locating them on the premises.
  - iii. Employee-occupant must procure liability insurance that includes coverage of dogs or other animals on the premises and add BCWVD as an additional insured.
- e. Wild or undomesticated animals are deemed potentially dangerous and are not allowed to be maintained on BCVWD property.
- f. Vehicles. It is the intention of the District to limit the parking of vehicles on the properties so as to avoid aesthetic nuisance.
  - i. Passenger vehicles and trucks may be parked on the property.
  - ii. All vehicles must be in operable condition, currently registered in the State of California to the Employee-Occupant, their spouse, or other licensed driver residing on the property. Valid registration tags must be displayed.
  - iii. No commercial vehicles other than the employee's assigned District vehicle, or other by permission of the General Manager only
  - iv. RVs
    - One Recreational Vehicle (RV) of any size may be parked on the property.
    - The RV may be occupied by no more than two persons on a temporary basis (not to exceed 14 days in a 30-day period).
    - The RV must adhere to all applicable County ordinances.

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

- v. Boats, ATVs, personal watercraft, trailers, golf carts and other vehicles  
These types of 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.
- g. 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.

## 9. Utilities

- a. Provided by BCVWD free of charge to the residence:
  - i. **Water**
  - ii. Septic tank service and routine related maintenance (normal wear and tear)
    - 1. Employee-Occupant acknowledges that the residence is on a septic system and agrees to properly use and care for the system including drains and laterals.
    - 2. Employee-Occupant acknowledges receipt of the guide "Do's and Don'ts of the Septic System" and understands the information
    - 3. 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
  - iii. Pest control
    - 1. Pest control shall be provided upon request as needed for interior of residence and garage.
    - 2. Pest control shall be provided upon recommendation by annual inspection as needed.
- b. To be reimbursed by the Employee-Occupant to the District upon receipt of bill:
  - i. Propane gas
    - 1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.
  - ii. Electricity
    - 1. Employee shall be responsible for payment within 15 days of presentation of such invoice by the District.
- c. To be established and provided by Employee at their discretion:
  - i. Telephone service
  - ii. Internet service
  - iii. Television (cable or satellite)
- d. Trash removal: There is no trash pick-up service for the residence. Employee will be responsible for daily removal to an approved waste management site; Residence trash may be disposed of in dumpsters at District facilities.

## 9. Maintenance

BCVWD responsibility.



- a. 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.
- b. 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.

## **11. Insurance.**

- a. 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 and 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.
- b. 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 thirty (30) days written notice of such revision, cancellation or reduction shall have been given to Employee.
- c. The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section shall name the Employee as additional insured.

## **12. Termination of Employment and Occupancy**

- a. 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.
- b. Upon termination of employment, the right is also terminated.
- c. Vacation of premises will occur on the earlier of:
  - i. Forty-five (45) days following written notice from BCVWD to vacate the residence; or

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DRAFT



BEAUMONT-CHERRY VALLEY WATER DISTRICT  
560 Magnolia Ave., Beaumont, CA 92223

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  - (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.

## **11. Insurance.**

- a. 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 and 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.
- b. 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 thirty (30) days written notice of such revision, cancellation or reduction shall have been given to Employee.
- c. The comprehensive general liability insurance to be maintained by BCVWD pursuant to this section shall name the Employee as additional insured.

## **12. Termination of Employment and Occupancy**

- a. 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.
- b. Upon termination of employment, the right is also terminated.
- c. Vacation of premises will occur on the earlier of:
  - i. Forty-five (45) days following written notice from BCVWD to vacate the residence; or

- ii. Thirty (30) days following the date upon which Employee's employment with BCVWD is terminated; or
- b. Occupancy of the District-owned residence may be terminated at any time by BCVWD with or without cause upon forty-five (45) days' written notice.

DRAFT

**DESERT WATER AGENCY  
EMPLOYMENT AND OCCUPANCY AGREEMENT  
Snow Creek Security  
Snow Creek Residence, Snow Creek, Falls Creek, and  
Miscellaneous Agency Facilities**

**This Employment and Occupancy Agreement (“Agreement”) is executed effective October \_\_\_\_, 2017 by and between *Desert Water Agency* (“DWA”), an independent special district of the State of California, and \_\_\_\_\_ (“Employee”), an individual.**

**RECITALS**

1. DWA owns and maintains domestic water facilities and associated structures located in Snow Creek, Falls Creek and other properties within the City of Palm Springs, Cathedral City, and unincorporated areas within Riverside County. DWA wishes to engage the services of Employee to perform duties as specified herein with respect to said facilities and associated structures.
2. Employee has the experience and qualifications necessary to perform the required duties.
3. The purpose of this Agreement is to set forth the terms by which DWA has engaged Employee to perform various duties at DWA’s facilities located in Snow Creek, Falls Creek and miscellaneous properties; and, the terms and conditions under which Employee shall occupy the residential premises owned by DWA at Snow Creek.

**SCOPE OF WORK**

1. The basic scope of work shall consist of providing security services to the DWA properties and facilities by patrolling areas throughout the day (See Exhibit A), frequent monitoring and operation of security systems and equipment, and recording stream data and obtaining water samples once a day from the Snow Creek and Falls Creek intakes. More specifically, service shall include:

**A. Residence at Snow Creek**

Employee shall reside full-time at the DWA Snow Creek residence located on DWA property as part of the terms of this Agreement.

**B. Working Schedule:**

Employee will work 36-40 hours per week; with one day off each week. Actual work hours will be flexible, with a minimum of 6 hours per day and a maximum of 8 hours per day unless there is an emergency situation. DWA will provide daytime security personnel for five (5) days during every two-week period, with security working hours to occur between 9 am and 5 pm. Employee may coordinate days off with the security personnel. Overtime will be paid in accordance with the Fair Labor Standards Act. Except in the case of an emergency, overtime work must be approved in advance by DWA.

Any change in the established schedule must be communicated to Agency Management and approved ten (10) working days prior to the change becoming effective.

Notwithstanding the foregoing, DWA may determine and modify the employee's work hours and schedule at its sole discretion.

**C. Vacation:**

The Employee shall earn vacation just as any other Agency employee, starting from the date of hire. Vacation may not extend longer than ten (10) consecutive working days. Vacations must be scheduled with DWA Management and subsequently approved at least two weeks (14 days) prior to start of vacation. Between November 1 through May 31, continuous security services are required and are very important to the Agency. Vacations scheduled between these dates are restricted to no more than 3 days off in any two-week period. Vacations scheduled between these dates must be scheduled when annual vacation schedules are submitted for Agency approval.

**D. Attendance Bonus Pay:**

The employee shall earn 6.67 Attendance Bonus Pay (ABP) hours per month. The ABP plan provides for time off work for illness or other personal business. The plan is flexible to meet the needs of the employee. The time should be used in increments of at least two hours; however, allotments may be charged shorter time increments for repeated tardiness or other work attendance abuses.

**E. Job Duties: The primary duties will be the security and protection of the Snow Creek and Falls Creek properties. (See Attached Exhibit A for additional duty information)**

- (i) Employee shall monitor security cameras via computer for the presence of any unauthorized individual, vehicle or objects on DWA property and take action appropriate to the citing and circumstance. Employee will be required to manipulate Pan Tilt Zoom cameras for this purpose, and program camera patrol patterns based on security concerns and trespasser activity. Security cameras will be placed in a patrolling pattern when not monitored.
- (ii) Employee shall monitor long-range motion detectors via long-range intercom alert system for the presence of any unauthorized individuals, vehicles or objects on DWA property and take action appropriate to the citing and circumstance. Employee will be required to select appropriate locations and install and hide motion detectors for this purpose, and operate settings based on security concerns and trespasser activity.
- (iii) Employee will make setting adjustments, perform minor maintenance such as battery and computer memory replacements and, with authorization, relocate cameras periodically when their locations have been compromised by trespassers or as needed.
- (iv) Employee shall advise Agency personnel of any noticeable changes in weather patterns, which might affect stream conditions.
- (v) Employee will make setting adjustments, perform minor maintenance such as battery replacement and with authorization, relocate motion detectors periodically when their locations have been compromised by trespassers or as needed.



- (vi) Obtain and record chlorination, turbidity, temperature, and ph readings at the Snow Creek/Falls Creek settling structures. Readings shall be obtained on the days and at the times specified by DWA.
- (vii) Collect one daily bacteriological water sample from both Snow Creek and Falls Creek Intakes. Sample container, time of sampling, method of collection and storage shall be as specified by DWA. This duty shall be completed at the same time the duties as outlined in item E-vi, above, are completed. Samples shall be delivered to the Agency's laboratory located adjacent to the Operations Center at 1200 Gene Autry Trail South, Palm Springs, Monday through Friday between the hours of 8:00am and 9:00am.
- (viii) During the course of the above duties, Employee shall perform frequent (twice a day minimum) routine site inspections of water intakes and associated structures, and report any abnormalities to DWA management. Under no circumstances shall Employee operate or perform maintenance on any DWA water system valves, electrical equipment, chlorination equipment, structures, or associated appurtenances.
- (ix) Employee shall monitor and maintain security cameras located at facilities owned and operated by the Agency within the City of Palm Springs, Cathedral City, and unincorporated areas of Riverside County.
- (x) Perform such other duties as may be assigned to Employee by DWA, to include but not limited to camera maintenance, camera programming, and site patrolling at Agency owned facilities.
- (xi) Quarterly trip to the Agency's West Fork Property located within the San Jacinto mountains for the purpose of collecting surveillance camera data chips and camera maintenance.

Quarterly hike to surveillance cameras located on and above the area known as the Mesa within the Snow Creek and Falls Creek watershed area for the purpose of collecting surveillance camera data chips and camera maintenance.

## **2. Site/Facility Security**

Employee shall be alert to the fact that Snow Creek and Falls Creek facilities are important sources of potable water. The safety and protection of these sources is of foremost importance to DWA. All activity in and around the streams and upstream of the intakes is prohibited. Guests of the Employee are not allowed tours of the intake facilities, nor will photo-taking, videoing, or recordation of any type of any facility, structure or property be allowed. The location of security equipment is strictly confidential and shall not be disclosed to anyone other than DWA management.

## **3. Compensation and Job Status:**

- A. In consideration of the basic scope of work to be performed by Employee pursuant to this Agreement, DWA agrees to pay Employee a salary of \$2,299.00 dollars per month and will be subject to cost of living and merit increases. DWA shall be responsible for deduction of federal and state taxes and any other withholdings as required by law. Employee shall complete and sign a bi-weekly timesheet stating all hours worked as required by DWA.

- B. Employee's employment status under this Agreement shall be at-will, meaning DWA may terminate Employee at anytime, with or without cause, and without Skelly rights, due process, or right to appeal for discipline or dismissal. Upon termination of Employee's employment, he/she shall be entitled only to pay earned and unpaid to the date of termination.
- C. Employee will be eligible to receive an annual Cost of Living increase on July 1<sup>st</sup> of each year, with the percentage derived from the annual March Bureau of Labor Statistics "Consumer Price Indexes - Pacific Cities and U.S. City Average", "Urban Wage Earners and Clerical Workers" for Los Angeles-Riverside-Orange County Index. Any cost of living increase shall be equal to that received by all employees of the Desert Water Agency.
- D. Employee is entitled to all insurance benefits afforded DWA personnel, with such benefits to become effective as normally prescribed by DWA terms of employment.
- E. Employee shall be eligible to be a voting member of the Desert Water Agency Employees Association. Employee's position is not included in the bargaining unit represented by the Desert Water Agency Employees Association.
- F. Employee shall be eligible for enrollment with the California Public Employees Retirement System (CalPERS) for retirement benefits.
- G. Employee shall observe adherence to all DWA Employee Rules and Regulations, Policies, and the Employee Handbook.
- H. Agency shall provide employee with vehicle to perform duties, to include sample deliveries, site patrolling, camera maintenance, and quarterly visits to West Fork Property.

### **TERMS OF OCCUPANCY OF RESIDENCE**

Employee shall reside full time at the DWA Snow Creek residence located on DWA property as part of the term of this Agreement. Occupancy by the Employee is not simply a benefit of employment, but is required due to the need for regular oversight of DWA property.

Employee is not required to remain on the premises while off duty; however, if employee leaves the premises for a period in excess of four (4) hours, he must notify DWA of his/her absence in advance.

#### **1. Occupancy**

- A. A residence consisting of a three (3) bedroom structure and a detached garage are located on DWA's property in the area where Employee performs his/her work for DWA.
- B. DWA recognizes the presence of occupants in said residence is beneficial to DWA in terms of maintenance and security. Accordingly, DWA shall permit Employee, spouse and dependent children, if any, to occupy said residence during his/her employment with no rental fee in exchange for the performance of associated job duties, and maintaining and securing the residence in accordance with the terms established herein.
- C. Employee shall advise DWA of any additional inhabitants at residence (including family or overnight guests) and shall, if requested, provide the license plate and vehicle description of said inhabitants.

## 2. **Provision of Utilities**

- A. **Utilities:** The residence is served with water, sewer (septic), propane gas, electricity, telephone, and pest control.

Water, septic tank service and related maintenance, local phone and internet service, shall be provided and paid for by DWA free of charge to the residence. The Agency shall cover costs up to \_\_\_\_kilowatt-hours (kWh) per month for electricity. Any kilowatt-hours (kWh) over that amount shall be paid by the employee.

Local phone service (excluding long distance calls outside our area), however, is intermittent at times and cannot be guaranteed. Internet service shall be provided by DWA for the security camera system; this system is also intermittent at times and its operation cannot be guaranteed.

Use of the internet connection is limited to residential use. Web hosting and server connections are prohibited as well as any activity that interferes with the performance of the security camera system communications or which is deemed illegal.

- B. **Satellite Television:** It is possible to receive Satellite TV service at the residence; acquisition of this service is at the sole discretion and cost of the occupant.
- C. **Pest Control:** Pest control shall be provided upon request as needed for interior of residence and garage.
- D. **Propane Gas:** The Agency shall provide for the cost and delivery of one (1) Liquefied Petroleum Gas (LPG) propane tank per year, which is used for the water heater, stove, oven and heating. The Employee is responsible for all cost and deliveries for any additional propane gas (LPG) that may be required for the year.
- E. **Trash Removal:** There is no trash pick-up service for the Snow Creek Residence. Employee will be responsible for removal to an approved waste management site; Snow Creek Residence trash may be delivered to the DWA Operations Center for Disposal.

## 3. **Maintenance**

- A. Employee shall maintain cleanliness and order of both the interior and exterior areas of said residence structures, as well as the surface of the surrounding roadway so as to have a clear, neat and orderly appearance.
- B. Access to the Snow Creek residence roof and garage roof is restricted to employees who have been trained in the use of the Agency's roof access safety equipment due to a potential slipping hazard in gaining access to the roof. Currently only the residence is equipped with safety equipment. No safety equipment is provided for the garage roof; therefore, access to the garage roof is not permitted. Should you need to obtain access to the roof of the Snow Creek residence, you must be trained to do so and use the proper safety equipment provided to you or notify the Assistant General Manager, General Manager or a DWA representative and wait until a designated DWA representative arrives to gain access to the roof.
- C. 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), DWA shall be responsible for all interior, exterior and landscape maintenance 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 DWA.
  - (iii) All fencing, gates, locks, and associated hardware.
  - (iv) All exterior maintenance, painting, roof repair, wood trim and siding.
  - (v) All 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 DWA (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 evaporative cooler/heating unit, and associated hardware, duct work, and electrical.
  - (ix) Maintenance, repair and/or replacement of propane fuel tank, and associated hardware and piping.
  - (x) DWA shall keep all access roadways free of overhanging brush as required, and remove such from reservoir, intakes and associated structures.
  - (xi) All requests for maintenance of any of the aforementioned shall be directed to DWA, and subsequent follow-up and approval of work shall be solely at the discretion of DWA.
  - (xii) Under no circumstances shall Employee make any modifications, additions, or improvements of any nature to any DWA structure, landscaping or property without first obtaining written authorization from DWA.
- D. Employee will be required to alert DWA of defective or dangerous conditions at the Agency's property immediately upon discovery.

- E. Under no circumstances shall Employee harbor wild or undomesticated animals, which are deemed as potentially dangerous by DWA. All animals in residence on DWA property must be approved by DWA prior to locating them at residence. All animals approved by DWA shall be quartered as deemed appropriate by DWA.

#### **4. Fire**

- A. No fires shall be permitted on DWA property except in facilities such as wood burning stoves or similar devices. Use of a barbeque will be acceptable as long as the barbeque is a self-contained and covered/lidded device – no open fires or burning pits/receptacles will be allowed.

#### **5. Firearms**

- A. Legal firearms/weapons and associated ammunition are permitted on DWA Snow and Falls Creek property as permitted by law.

#### **6. Unauthorized Individuals/Trespassers**

- A. In the event Employee encounters or observes trespassers on DWA's Snow Creek, Falls Creek, miscellaneous properties, Employee shall:
  - (i) Inform said trespasser that they are trespassing on DWA property and request they vacate. Employee shall try to obtain a photo of trespasser or trespasser's vehicle, and shall provide written documentation of trespass on forms provided by DWA.
  - (ii) If the trespasser refuses to cooperate when asked to vacate, Employee shall notify DWA management and the County of Riverside Sheriff's Department. Under no circumstance shall Employee use force, brandish weapons or provoke violence. DWA shall be notified of all incidents involving trespass no later than the next working day.
  - (iii) Employee shall not grant access to DWA facilities by non-Agency personnel, nor shall Employee grant permission to any person(s) to hike on or through Agency property.

#### **7. Vehicles**

All vehicles stored at residence area must be operable and must meet applicable State of California emissions requirements. DWA reserves the right to limit the number of vehicles stored on property if DWA deems their presence to be unsightly or unsafe. Vehicles are to be maintained in safe condition in order to insure they are not a threat to DWA structures, facilities, or personnel. DWA shall allow Employee to park up to three (3) personal vehicles at the residence.

#### **8. Demand to Vacate Premises**

DWA reserves the right to require the Employee to vacate the premises in the event of a disaster or life threatening situation such as, but not limited to, earthquake, flood, rockslide, fire, power outage, or any other such condition, which could cause potential harm to the Employee and related occupant(s) of the residence. Employee and any related occupants will, without argument, abandon the property immediately upon the verbal request of the DWA General Manager (or his designated spokesperson), the Assistant General Manager, or any



member of the Board of Directors. Employee and related occupants shall not return to the property until authorization is given by any one of the above named DWA representatives.

**9. Loss of Personal Property**

Employee shall have sole responsibility for the personal contents of the property, and will be required to obtain, and provide proof of, an insurance policy providing coverage for any personal items, which may be damaged, stolen or destroyed during the course of tenancy of the property.

**10. Access to Residence**

DWA reserves the right to enter the property at its discretion by written 24-hour notice in a non-emergency situation, or with no notice in the event of an emergency related to, but not limited to, a natural disaster, serious illness or accident, or a situation where there is just cause to believe a harmful or life threatening situation may exist.

**11. Termination of Employment and Occupancy.**

Employee acknowledges and agrees that occupancy of the Residence is a condition of employment and that upon termination of employment, Employee's right to use and occupy the Residence will also terminate. In connection with termination by DWA of Employee's employment, Employee agrees to vacate the Residence on the earlier of (a) thirty (30) days following written notice from DWA to vacate the Residence; or (b) thirty (30) days following the date upon which Employee's employment with DWA is terminated. If Employee remains in the Residence following expiration of the period described above, such occupancy will be deemed a tenancy at sufferance. Employee will be liable to DWA for liquidated damages in the amount of Two Hundred Fifty Dollars (\$250) per day until occupancy is terminated and DWA may utilize all legal rights and remedies to cause Employee's occupancy of the Residence to be terminated.

**12. Indemnification and Hold Harmless**

DWA shall be indemnified against any personal loss, damage, theft or injury suffered by Employee during the term of this service contract and occupation of the Snow Creek residence. Employee agrees to indemnify and hold harmless DWA for any liabilities, theft, damage, cost or expense whatsoever arising from or related to any claim or litigation which may arise out of or in connection with use and occupancy of the Snow Creek property, including but not limited to any claim or liability for personal injury or damage or theft of property which is made, incurred or sustained by Employee or family or guests of Employee. The term DWA as used in this Agreement shall include Employees, board members, agents, and representatives where the context requires or permits. The term "Employee" as used in this Agreement shall include Guest(s) heirs, successors, assigns, invitees, representatives and other persons on the property during Employee's occupancy (without regard to whether such persons have authority under this Agreement to be upon the property), where the context requires or permits.

**13. Assignment of Agreement**

Under no circumstance shall the Employee assign the terms of this agreement to any other individual.

**14. Term of this Agreement**

The term of this Agreement shall be for a period of one (1) year from the date of signing, with provision to extend the Agreement through the mutual execution of a new Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, effective the date first written above.

**DESERT WATER AGENCY**

BY: \_\_\_\_\_  
Mark S. Krause, General Manager

**EMPLOYEE**

BY: \_\_\_\_\_  
Name, Employee

**Exhibit A**  
**Snow Creek Security**  
**Water Quality Job Duties\***

1. As needed cleaning of “traveling screen” for removal of dirt and debris
2. Daily check and recordation of Snow and Falls Creek intakes for, but not limited to:
  - conditions of intake and water
  - turbidity
  - ph
  - chlorine levels
  - flow levels
  - pressure
  - debris or foreign objects
  - reading of meters on all pumps , flow meters and power meters
  - water flow through weir
  - performance of water quality and level testing on regular basis
3. Daily observation of Falls Creek booster station for any problems related to pumps, panels, piping, etc., with advisement of any problems made immediately to the DWA Operations Supervisor or Operations Stand-by personnel
4. Daily recordation of chlorination for Snow Creek and Falls Creek
5. Daily recordation of sample and monitoring equipment check for Snow and Falls Creek
6. Collect raw samples and transport them to the Agency laboratory located adjacent to the DWA Operations Center located at 1200 S. Gene Autry Trail, Palm Springs. If unable to transport, contact DWA Operations Supervisor and advised that samples have been left at the gate box located at the lower entrance to Snow Creek property.
7. Regularly clean the chlorine building, as well as the grates located on the settling structure
8. Call/Alert DWA Operations Supervisor or Operations Stand-by personnel at the onset of rain or change in weather conditions which might affect stream or operation of facilities
9. Call/Alert DWA Operations Supervisor or Operations Stand-by personnel if there is a chlorine alarm or the first smell of chlorine
10. Call/Alert DWA Operations Supervisor or Operations Stand-by personnel if a power outage occurs at any portion of the Snow Creek or Falls Creek facilities or residence
11. Call/Alert DWA Operations Supervisor or Operations Stand-by personnel if a low chlorine residual reading of 1.0 ppm or less is obtained
12. Call/Alert DWA Operations Supervisor or Operations Stand-by personnel if the chlorinator is not feeding chlorine

\* See DWA Job Description for further specifics relating to duties

## BCVWD RESIDENCES – EMPLOYEE-OCCUPANT SCOPE OF WORK

*This is intended to be a guideline to the responsibilities of the Employee-Occupant (EO). This is not a comprehensive list. Tasks and time will vary dependent upon the needs at the individual property. Activities will be dependent on the observations of, and response needed by each Employee-Occupant and on varying and changing circumstances. The tasks described below and those to be determined on site as needed are to be performed based on the needs of the District and in order to keep the residence safe, clean, and habitable for the use and enjoyment of the Employee-Occupant. Per the Employee Occupancy Agreement, the EO is expected to keep the residence in good working order, clean and habitable.*

### ACCOUNTABILITY PROGRAM

EO shall complete a Monthly Activity Log form and submit it to the General Manager or their designee on or before the 7<sup>th</sup> day of the following month.

The General Manager or designee will review the report, evaluating based on a point system. If there are questions or concerns, the GM or designee will meet with and counsel the EO on expectations and requirements.

Point System. A one-year Employee Occupancy Agreement will be valued at 12 points. To maintain points, the Monthly Activity Log sheet shall show a satisfactory level of activity, the residence will be adequately maintained, and the EO will display a high level of responsibility. Concerns will be discussed with the EO. After a first counseling and upon a second finding of concern, points may be deducted for unsatisfactory performance. Points can be added for service “above and beyond.”

No later than 90 days prior to the termination date of the Employee Occupancy Agreement, an audit of the Activity Logs and condition of the residence will be performed. If the EO's points balance has fallen below 10, the EO may be notified that the Employee Occupancy Agreement may not be extended. The GM or designee will discuss any concerns, unsatisfactory performance, and may notify the EO that the Employee Occupancy Agreement may not be extended. GM may consider passive activity or other items not taken into consideration such as vacation time, illness or injury, or personal situation that may have affected time or performance.

If the EO score is at >9 points, adjustments to the Scope of Work may be made. If at >8 points, the GM will determine whether the Employee Occupancy Agreement will or will not be renewed for another 1-year term. If the 9-month period has accumulated <16 points, the SOW will be adjusted to reduce responsibilities, considering on any unusual circumstances (i.e., wildfire response).

No later than 60 days prior to the termination date of the Employee Occupancy Agreement, the GM or designee will either offer the EO a one-year renewal of the Employee Occupancy Agreement or advise of the termination of the Agreement on the term end date.

ROUTINE HOUSEHOLD MAINTENANCE		
Monthly	<ul style="list-style-type: none"><li>Weed control / yard work</li></ul>	Routine monthly maintenance activities performed by EO. Significant issues and/or necessary

	<ul style="list-style-type: none"> <li>• Trash / litter removal (outdoor)</li> <li>• Check / change / clean HVAC filters</li> <li>• Clean faucet aerators and showerheads</li> <li>• Inspect tub and sink drains</li> <li>• Test smoke / carbon monoxide detectors</li> <li>• Check fire extinguishers</li> <li>• Look for signs of termites</li> <li>• Inspect grout caulking</li> <li>• Check / clean kitchen vent hood</li> <li>• Check sinks / toilets for leaks</li> <li>• Test and optimize irrigation system</li> <li>• Inspect exterior and resolve issues: foundation, vents, gutters, drainpipes etc.</li> </ul>	<p>repair activity shall be reported to the GM or designee.</p>
Yearly	<ul style="list-style-type: none"> <li>• Clean dryer exhaust</li> <li>• Power wash exterior</li> <li>• Power wash windows / screens</li> <li>• Lubricate garage door springs</li> <li>• Drain water heater</li> <li>• Touch up exterior paint</li> <li>• Clean gutters</li> <li>• Lubricate door hinges</li> <li>• Vacuum bathroom exhaust fan</li> <li>• Inspect chimney for damage</li> <li>• Fertilize lawn</li> <li>• Change batteries/test smoke, carbon monoxide detectors</li> </ul>	<p>Routine annual maintenance activities performed by EO. Significant issues and/or necessary repair activity shall be reported to the GM or designee.</p>
Every 2 to 5 years	<ul style="list-style-type: none"> <li>• Seal grout</li> <li>• Inspect roof</li> <li>• Replace smoke/carbon monoxide detectors</li> </ul>	<p>Routine maintenance activities performed by EO. Significant issues and/or necessary repair activity shall be reported to the GM or designee.</p>



Every 5 to 10 years	<ul style="list-style-type: none"> <li>• Paint interior/exterior</li> <li>• Re-caulk windows and doors</li> </ul>	
Beyond 15 years	<ul style="list-style-type: none"> <li>• Replace kitchen sink / plumbing and drainage</li> <li>• Replace bathroom sink / plumbing and drainage</li> <li>• Replace water heater</li> </ul>	Replacement as needed and as approved by the GM or designee.

SECURITY FUNCTIONS		
Daily observations	<ul style="list-style-type: none"> <li>• Trespassers</li> <li>• Hunters</li> <li>• Illegal activity and/or theft</li> <li>• Locked gates</li> <li>• Signage</li> <li>• Security lighting</li> <li>• Dangerous Wildlife</li> <li>• Abandoned vehicle/packages</li> </ul>	Daily observations shall be made by OE to assure District facilities are safe and free from Illegal activities. Significant or ongoing issues shall be reported to the GM or designee.
Weekly observations	<ul style="list-style-type: none"> <li>• Illegal dumping</li> <li>• Graffiti</li> <li>• Illegal activity and/or theft</li> <li>• Horse/bike/foot traffic</li> <li>• Tampering of gates/lock</li> <li>• Vandalism</li> </ul>	Weekly observations shall be made by OE to assure District facilities are safe and free from Illegal activities. Minor illegal dump removal and graffiti removal shall be performed by OE. Significant or ongoing issues shall be reported to the GM or designee.
Latent Security activity	<ul style="list-style-type: none"> <li>• After hours presence</li> <li>• Canyon ingress and egress</li> <li>• Hiking/exercise activities</li> <li>• Yard work</li> <li>• Fire Fuel Mitigation</li> <li>• Canyon road repair</li> <li>• Outdoor activity</li> </ul>	The presence of OE on District owned properties shall act as a deterrent for illegal activities and Latent Security.
Active Security activity	<ul style="list-style-type: none"> <li>• Trespassers/hunters</li> <li>• Vehicle parking/abandoned</li> <li>• Secure facilities</li> <li>• Law enforcement response</li> <li>• Emergency personnel response</li> </ul>	OE shall respond to trespassers/hunters on District owned properties maintaining personal safety as a priority. Law enforcement shall be contacted as needed by the OE for additional support.

OPERATIONS FUNCTIONS		
Daily	<ul style="list-style-type: none"> <li>• Assess illegal activity</li> <li>• Road conditions</li> <li>• Bridge/creek crossings</li> <li>• Facility conditions</li> <li>• Identify pipeline leaks</li> <li>• Lighting</li> </ul>	OE shall actively assess conditions and take appropriate action to protect District owned facilities and property while maintaining acceptable aesthetics consistent with this agreement.
Weekly	<ul style="list-style-type: none"> <li>• Yard work</li> <li>• Illegal dump/trash removal</li> <li>• Graffiti removal</li> <li>• Pipeline inspection</li> <li>• Canyon road inspection</li> <li>• Facility inspection</li> <li>• Fire fuel mitigation</li> <li>• Falling trees/limbs</li> <li>• Drainage inspection</li> <li>• Clear access to key valves</li> <li>• Inspect backup power supplies</li> <li>• Clear landslides/rocks</li> </ul>	OE shall actively assess conditions and take appropriate action to protect District owned facilities and property while maintaining acceptable aesthetics consistent with this agreement.
The Employee-Occupant is expected to respond to District needs and emergencies on a 24 hour-7 day per week basis.		

# BEAUMONT-CHERRY VALLEY WATER DISTRICT

## DISTRICT HOUSING MAINTENANCE COST RECOVERY ANALYSIS

VALUE OF HOUSE (\$/sf)	175 /sq ft
% OF MAINTENANCE BUDGET	1.75%
MARKUP	10%

Water Utility Monthly Cost \$ 26.00 /month

Cost Recovery Item Part 1 - One Percent System			
ANNUAL COSTS	Home Value (\$175/SF)	% of Maintenance Cost per \$1000	Sub Total Plus 10%
Residence A	\$255,500.00	\$4,471.25	\$4,918.38
Residence B	\$227,500.00	\$3,981.25	\$4,379.38
Residence C	\$210,000.00	\$3,675.00	\$4,042.50
Residence D	\$362,250.00	\$6,339.38	\$6,973.31

Cost Recovery Item Part 2 - Square Foot System			
ANNUAL COSTS	Square Feet	Cost \$1 per SF	Sub Total Plus 10%
Residence A	1,460	\$1,460.00	\$1,606.00
Residence B	1,300	\$1,300.00	\$1,430.00
Residence C	1,200	\$1,200.00	\$1,320.00
Residence D	2,070	\$2,070.00	\$2,277.00

### Sub Total Part 1 and Part 2

	One Percent System Monthly Cost	Square Foot System Monthly Cost	Monthly Water Cost	Total Monthly Maintenance Fee
Residence A	\$409.86	\$133.83	\$26.00	\$569.70
Residence B	\$364.95	\$119.17	\$26.00	\$510.11
Residence C	\$336.88	\$110.00	\$26.00	\$472.88
Residence D	\$581.11	\$189.75	\$26.00	\$796.86

BEAUMONT-CHERRY VALLEY WATER DISTRICT  
DISTRICT HOUSING MAINTENANCE COST RECOVERY ANALYSIS

VALUE OF HOUSE (\$/sf)	175 /sq ft
% OF MAINTENANCE BUDGET	2.00%
MARKUP	10%

Water Utility Monthly Cost      \$ 26.00 /month

Cost Recovery Item Part 1 - One Percent System			
ANNUAL COSTS	Home Value (\$175/SF)	% of Maintenance Cost per \$1000	Sub Total Plus 10%
Residence A	\$255,500.00	\$5,110.00	\$5,621.00
Residence B	\$227,500.00	\$4,550.00	\$5,005.00
Residence C	\$210,000.00	\$4,200.00	\$4,620.00
Residence D	\$362,250.00	\$7,245.00	\$7,969.50

Cost Recovery Item Part 2 - Square Foot System			
ANNUAL COSTS	Square Feet	Cost \$1 per SF	Sub Total Plus 10%
Residence A	1,460	\$1,460.00	\$1,606.00
Residence B	1,300	\$1,300.00	\$1,430.00
Residence C	1,200	\$1,200.00	\$1,320.00
Residence D	2,070	\$2,070.00	\$2,277.00

	One Percent System Monthly Cost	Square Foot System Monthly Cost	Monthly Water Cost	Total Monthly Maintenance Fee
Residence A	\$468.42	\$133.83	\$26.00	\$628.25
Residence B	\$417.08	\$119.17	\$26.00	\$562.25
Residence C	\$385.00	\$110.00	\$26.00	\$521.00
Residence D	\$664.13	\$189.75	\$26.00	\$879.88