



Staff Report to the Zoning Administrator

Application Number: 191262

Applicant: Janiece Rodriguez

Owner: Kaice Reilly

APN: 071-161-05

Site Address: 6950 Highway 9, Felton CA

Agenda Date: 2/7/20

Agenda Item #: 1

Time: After 9:00 a.m.

Project Description: Proposal to operate a new, four-bedroom vacation rental, in an existing single-family dwelling.

Location: Property is located on the west side of Highway 9, approximately 250 feet north of the intersection of Fall Creek Drive and Highway 9.

Permits Required: Level 5 Vacation Rental

Supervisory District: 5th District (District Supervisor: Bruce McPherson)

Staff Recommendation:

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- Approval of Application 191262, based on the attached findings and conditions.

Project Description & Setting

The subject property is an 8,320 square foot lot located in the R-1-15 (Single-family residential, 15,000 square foot minimum parcel size) zone district. The four-bedroom single-family dwelling was constructed in 2018 as a replacement to a fire-damaged dwelling under permit B-164759. The project proposes short-term renting (less than 30 days) of the dwelling.

The property is not located in one of the three designated areas in which the number of vacation rentals is limited and there are no short-term rentals (hosted or vacation rentals) within 1000 feet of the property. The proposal to operate a new four-bedroom vacation rental is subject to a public hearing pursuant to the SCCC 13.10.694 (Vacation Rental Ordinance).

Development surrounding the subject property is mixed. The adjacent properties are zoned residential and professional administrative and several nearby properties are zoned commercial. Approximately 500 feet north of the property is the main entrance for San Lorenzo Valley High School. Since parking and traffic in the area could be of concern to neighbors, a condition of approval will be added to this application which limits parking to four vehicles and requires that

all vehicles associated with this rental to be parked on-site and in the driveway; no parking is permitted in the space between Highway 9 and the front fence.

In accordance with the Vacation Rental ordinance, the permit is proposed to be conditioned to limit noise generated during quiet hours (10:00 PM to 8:00 AM), prohibit illegal behavior and fireworks, limit overnight guests to 10, and require the establishment of a 24-hour emergency contact. The required 24-hour emergency contact identified on the application operates a professional management agency and their contact information will be available on the Planning Department webpage and will be posted outside of the residence in a visible location (while the property is being rented).

As proposed and conditioned, the project is consistent with all applicable codes and policies of the Zoning Ordinance and General Plan/LCP. Please see Exhibit "B" ("Findings") for a complete listing of findings and evidence related to the above discussion.

Staff Recommendation

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- **APPROVAL** of Application Number **191262**, based on the attached findings and conditions.

Supplementary reports and information referred to in this report are on file and available for viewing at the Santa Cruz County Planning Department, and are hereby made a part of the administrative record for the proposed project.

The County Code and General Plan, as well as hearing agendas and additional information are available online at: www.sccoplanning.com

Report Prepared By: Evan Ditmars
Santa Cruz County Planning Department
701 Ocean Street, 4th Floor
Santa Cruz CA 95060
Phone Number: (831) 454-3227
E-mail: evan.ditmars@santacruzcounty.us

Exhibits

- A. Categorical Exemption (CEQA determination)
- B. Findings
- C. Conditions
- D. Project plans
- E. Assessor's, Location, Zoning and General Plan Maps
- F. Vacation Rental Application
- G. Parcel information

CALIFORNIA ENVIRONMENTAL QUALITY ACT

NOTICE OF EXEMPTION

The Santa Cruz County Planning Department has reviewed the project described below and has determined that it is exempt from the provisions of CEQA as specified in Sections 15061 - 15332 of CEQA for the reason(s) which have been specified in this document.

Application Number: 191262

Assessor Parcel Number: 071-161-05

Project Location: 6950 Highway 9, Felton CA

Project Description: Proposal to operate a 4-bedroom vacation rental in an existing 4-bedroom single-family dwelling

Person or Agency Proposing Project: Janiece Rodriguez

Contact Phone Number: 831-471-7110

- A. ☐ The proposed activity is not a project under CEQA Guidelines Section 15378.
B. ☐ The proposed activity is not subject to CEQA as specified under CEQA Guidelines Section 15060 (c).
C. ☐ **Ministerial Project** involving only the use of fixed standards or objective measurements without personal judgment.
D. ☐ **Statutory Exemption** other than a Ministerial Project (CEQA Guidelines Section 15260 to 15285).
E. ☒ **Categorical Exemption**

F. Exemption type and reasons why the project is exempt:

Class 1 – Existing Facilities: Conversion of an existing single-family residence, to a short-term residential vacation rental, will not result in environmental impacts in that a vacation rental use is synonymous with a residential use.

Class 3-Conversion of Small Structures: Conversion of the existing single-family residence, to allow for short term vacation rental use, will not result in modifications to the existing, legally constructed residential structure.

In addition, none of the conditions described in Section 15300.2 apply to this project.

Evan Ditmars, Project Planner

Date: _____

EXHIBIT A

Development Permit Findings

1. That the proposed location of the project and the conditions under which it would be operated or maintained will not be detrimental to the health, safety, or welfare of persons residing or working in the neighborhood or the general public, and will not result in inefficient or wasteful use of energy, and will not be materially injurious to properties or improvements in the vicinity.

This finding can be made; in that the proposed residential vacation rental is located in an existing residential structure in an area designated for residential uses and is not encumbered by physical constraints to development. The residential vacation rental will comply with health and safety standards established for vacation rental units, including smoke and carbon monoxide alarms, working ground fault circuit interrupters, emergency egress in all sleeping rooms, and handrails along stairs and walking surfaces above 30 inches in height to insure the optimum in safety. In addition, the vacation rental standards address noise, occupancy, and parking to ensure that there are no detrimental impacts resulting from the vacation rental.

2. That the proposed location of the project and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the zone district in which the site is located.

This finding can be made, in that the proposed location of the vacation rental and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the R-1-15 (Single Family Residential – 15,000 square foot minimum) zone district, as the primary use of the property will continue to be residential.

3. That the proposed use is consistent with all elements of the County General Plan and with any specific plan which has been adopted for the area.

This finding can be made, in that the proposed use is consistent with the use and density requirements specified for the R-S (Suburban Residential) land use designation in the County General Plan.

A specific plan has not been adopted for this portion of the County.

4. That the proposed use will not overload utilities and will not generate more than the acceptable level of traffic on the streets in the vicinity.

This finding can be made, in that the proposed residential vacation rental is to be located within an existing single-family residential structure. The expected level of traffic generated by the proposed vacation rental is commensurate to any other residential use of the dwelling because the short term rental occupancy of a residence does not change the type of use within the dwelling and, further, guest celebrations that result in temporary increased traffic can occur with both a long-term rental residential use and vacation rental use.

5. That the proposed project will complement and harmonize with the existing and proposed land uses in the vicinity and will be compatible with the physical design aspects, land use intensities, and dwelling unit densities of the neighborhood.

Application #: 191262
APN: 071-161-05
Owner: Kaice Reilly

This finding can be made, in that the proposed vacation rental is located in a mixed neighborhood containing a variety of architectural styles, residential uses, and the proposed use is consistent with the land use intensity and density of the neighborhood.

Conditions of Approval

Exhibit D: Project plans, prepared by Frank Phanton, dated 3/14/17.

- I. This permit authorizes the establishment of a four-bedroom residential vacation rental as indicated on the approved Exhibit "D" for this permit. This approval does not confer legal status on any existing structures, existing uses, or interior configurations on the subject property that are not specifically authorized by this permit. Prior to exercising any rights granted by this permit including, without limitation, any construction or site disturbance, the applicant/owner shall:
 - A. Sign, date, and return to the Planning Department one copy of the approval to indicate acceptance and agreement with the conditions thereof.
- II. Operational Conditions
 - A. In the event that future County inspections of the subject property disclose noncompliance with any Conditions of this approval or any violation of the County Code, the owner shall pay to the County the full cost of such County inspections, including any follow-up inspections and/or necessary enforcement actions, up to and including permit revocation.
 - B. The vacation rental shall be maintained and operated so that, at all times, it is in compliance with the items listed within the Vacation Rental Application form (Exhibit F), including the Vacation Rental Safety Certification.
 - C. The maximum overnight occupancy of the vacation rental shall not exceed 10 people (2/bedroom + 2, children under 8 not counted).
 - D. The maximum number of vehicles associated with the overnight occupants shall not exceed 4. All vehicles associated with this use shall be parked in the driveway. No vehicles may park between the front fence and the highway.
 - E. The maximum occupancy allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m. shall not exceed 20 people (twice the number of overnight occupants, children under 8 not counted).
 - F. A 24-hour contact shall be available 24 hours a day to respond to tenant and neighborhood questions or concerns. The name, address, and telephone number(s) of the local contact person shall be posted inside the vacation rental in a location readily visible to all guests. Any change in the contact person's address or telephone number shall be promptly furnished to the local Sheriff Substation, the main County Sheriff's Office, the local fire agency, and shall be supplied to the property owners of all properties located within a 300 foot radius of the parcel on which the vacation rental is located.
 - G. The vacation rental shall have a sign identifying the structure as a permitted vacation rental and listing a 24-hour local contact responsible for responding to complaints and

providing general information. The sign shall not exceed 216 square inches, be legible from, and be posted no more than 20 feet back from the nearest street.

- H. Occupants and guests shall adhere to the noise standards contained in the County Noise Ordinance (County Code Chapter 8.30). A copy of the County Noise Ordinance (SCCC Chapter 8.30) shall be posted inside the rental in a location readily available to all guests.
 - I. A list of rules shall be posted inside the vacation rental in a location readily visible to all guests. The rules shall include, but not necessarily be limited to the following: maximum number of guests allowed, maximum number of people allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m., maximum number of vehicles allowed, a prohibition on all fireworks, and a reference to the standards contained in the County Noise Ordinance (County Code Chapter 8.30).
 - J. All fireworks shall be prohibited at the rental.
 - K. The owner/applicant shall comply with the regulations and standards set forth in Chapter 4.24 of the County Code, including any required payment of transient occupancy tax for the vacation rental unit.
 - L. The owner/applicant shall agree to engage in dispute resolution and act in good faith to resolve disputes with neighbors arising out of the use of the dwelling as a vacation rental. Unless an alternate dispute resolution entity is agreed to by all parties involved, dispute resolution shall be conducted through the Conflict Resolution Center of Santa Cruz County.
 - M. Permits for vacation rentals located in the Live Oak Designated Area (LODA) and the Seacliff Aptos Designated Area (SADA), and Davenport Swanton Designated Area (DASDA) shall expire 5 (five) years from the date of approval. To continue in operation as a legal vacation rental, an application to renew the permit must be made before the expiration date, but no sooner than 180 days before the expiration date. Vacation rental permits in the LODA, SADA, and DASDA are non-transferable and become void when a property transfer triggers reassessment.
- III. As a condition of this development approval, the holder of this development approval ("Development Approval Holder"), is required to defend, indemnify, and hold harmless the COUNTY, its officers, employees, and agents, from and against any claim (including attorneys' fees), against the COUNTY, its officers, employees, and agents to attack, set aside, void, or annul this development approval of the COUNTY or any subsequent amendment of this development approval which is requested by the Development Approval Holder.
- A. COUNTY shall promptly notify the Development Approval Holder of any claim, action, or proceeding against which the COUNTY seeks to be defended, indemnified, or held harmless. COUNTY shall cooperate fully in such defense. If COUNTY fails to notify the Development Approval Holder within sixty (60)

days of any such claim, action, or proceeding, or fails to cooperate fully in the defense thereof, the Development Approval Holder shall not thereafter be responsible to defend, indemnify, or hold harmless the COUNTY if such failure to notify or cooperate was significantly prejudicial to the Development Approval Holder.

- B. Nothing contained herein shall prohibit the COUNTY from participating in the defense of any claim, action, or proceeding if both of the following occur:
1. COUNTY bears its own attorney's fees and costs; and
 2. COUNTY defends the action in good faith.
- C. Settlement. The Development Approval Holder shall not be required to pay or perform any settlement unless such Development Approval Holder has approved the settlement. When representing the County, the Development Approval Holder shall not enter into any stipulation or settlement modifying or affecting the interpretation or validity of any of the terms or conditions of the development approval without the prior written consent of the County.
- D. Successors Bound. "Development Approval Holder" shall include the applicant and the successor'(s) in interest, transferee(s), and assign(s) of the applicant.

Minor variations to this permit which do not affect the overall concept or density may be approved by the Planning Director at the request of the applicant or staff in accordance with Chapter 18.10 of the County Code.

Please note: This permit expires five (5) years from the effective date listed below unless the conditions of approval are complied with and the use commences before the expiration date.

Approval Date: _____

Effective Date: _____

Expiration Date: _____

Jocelyn Drake
Deputy Zoning Administrator

Appeals: Any property owner, or other person aggrieved, or any other person whose interests are adversely affected by any act or determination of the Zoning Administrator, may appeal the act or determination to the Planning Commission in accordance with chapter 18.10 of the Santa Cruz County Code.

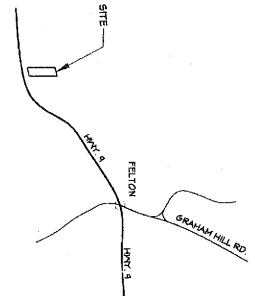
Parcel Information

Services Information

Urban/Rural Services Line: ☐ Inside ☒ Outside
Water Supply: San Lorenzo Valley Water District
Sewage Disposal: Septic
Fire District: Felton Fire Protection District
Drainage District: Flood Zone 8

Parcel Information

Parcel Size: 8320 square feet
Existing Land Use - Parcel: Residential
Existing Land Use - Surrounding: Residential, Professional-Administrative, Commercial
Project Access: Public/State Highway 9
Planning Area: San Lorenzo Valley
Land Use Designation: R-S (Suburban Residential)
Zone District: R-1-15 (Single-family residential 15,000 square foot minimum parcel size)
Coastal Zone: ☐ Inside ☒ Outside
Appealable to Calif. Coastal Comm.: ☐ Yes ☒ No



NOTES:
1. ALL BUILDINGS SHALL BE PROTECTED BY AN APPROVED AUTOMATIC FIRE SPRINKLER SYSTEM CONFORMING WITH THE CURRENTLY ADOPTED EDITION OF THE CALIFORNIA FIRE PROTECTION DISTRICT CODE.

LOT COVERAGE CALCULATIONS:
FOOTPRINT OF ALL STRUCTURES 5'10" HIGH INCLUDING DECKS:
LOT COVERAGE ALLOWED:
8,315 SQ. FT. (49%) = 3,326 SQ. FT.

EXISTING LOT COVERAGE:
CONDITIONED:
474 SQ. FT.
PERMISSIBLE DECK:
401 SQ. FT.
TOTAL:
875 SQ. FT. 10%

PROPOSED LOT COVERAGE:
CONDITIONED:
400 SQ. FT.
PERMISSIBLE DECK:
114 SQ. FT.
TOTAL:
514 SQ. FT. 6%

PROPOSED HEATED SPACE CALCULATIONS:
TOTAL HEATED SPACE: 2,234 SQ. FT.
TOTAL UNHEATED SPACE (GARAGE): 226 SQ. FT.
TOTAL CALCULATIONS:
2,460 SQ. FT. 29%

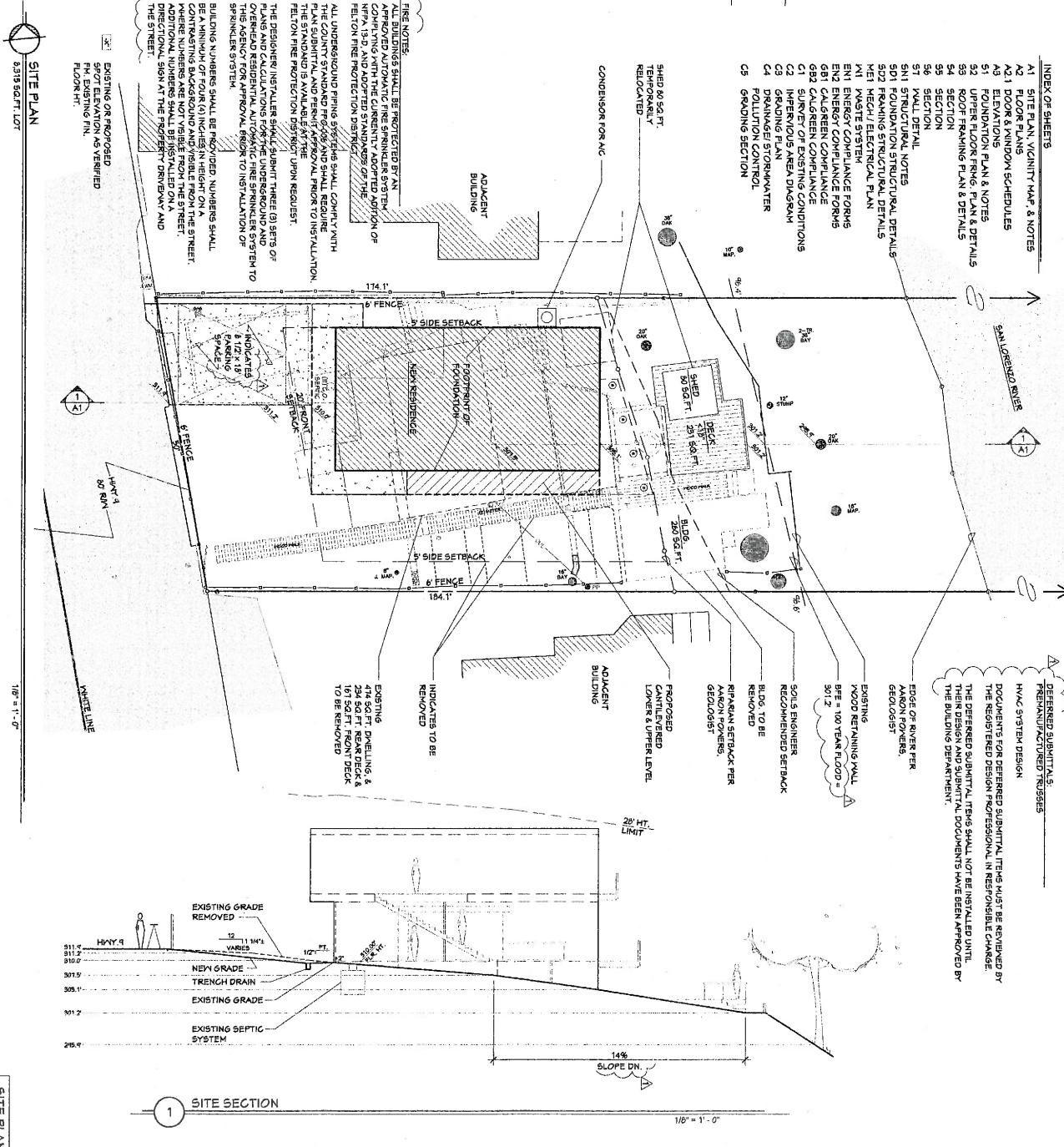
FLOOR AREA: RATIO ALLOWED: (N/A)

SCORE OF WORK:
THE DESIGNER SHALL SUBMIT THREE (3) SETS OF PLANS AND CALCULATIONS FOR THE UNDERGROUND AND OVERHEAD RESIDENTIAL AUTOMATIC FIRE SPRINKLER SYSTEM TO THE AGENCY FOR APPROVAL PRIOR TO INSTALLATION OF THE SPRINKLER SYSTEM.

NOTES:
1. SMOKE AND CARBON MONOXIDE DETECTORS SHALL BE INSTALLED IN ACCORDANCE TO CBC 907.21.2 AND 907.21.2.2 AND TO BE VERIFIED IN FIELD.
2. ALL APPLICABLE SECTIONS OF THE 2013 CA BUILDING & FIRE CODES, 2013 CA ELECTION CODE, 2013 CA PLUMBING CODE, 2013 CA ELECTRICAL CODE, 2013 CA MECHANICAL CODE, 2013 CA ENERGY CODE WILL BE STRICTLY ADHERED TO.

INDEX OF SHEETS

A1	SITE PLAN, VICINITY MAP, & NOTES
A2	FOUR (4) ELEVATIONS
A3	DOOR & WINDOW SCHEDULES
A4	ELEVATIONS
A5	FOUNDATION PLAN & NOTES
A6	UPPER FLOOR PLAN & DETAILS
A7	ROOF FRAMING PLAN & DETAILS
A8	SECTION
A9	SECTION
A10	SECTION
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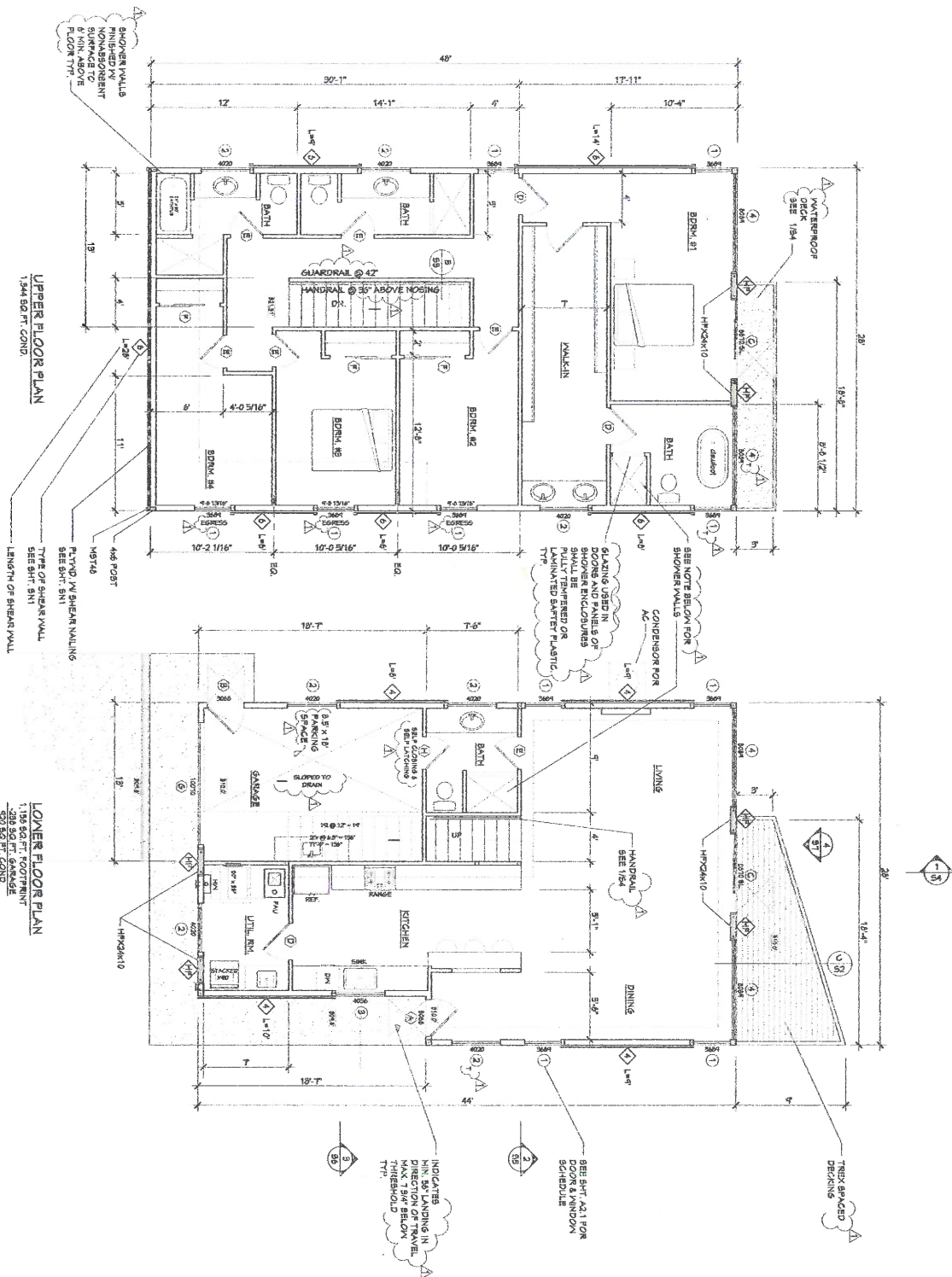
PROPOSED NEW RESIDENCE FOR:
KAICE REILLY
Hwy. 9
FELTON, CA 95010

APN 071 161 05

Prepared by:
The Envirotechs
Frank Phanton, Architect C 24515
1840 41st Ave., Ste. 102 #141, Capitola, CA 95010 475-3841 Envirotechs.com

Sheet: **A1**
of 4
Drawn: dshort
Date: 05/10/16
Title: AS NOTED
Scale: 1/8" = 1'-0"

1 SITE SECTION



FLOOR PLANS

Sheet
of 4 Sheet

PROPOSED NEW RESIDENCE FOR:
KAICE REILLY
6950 HWY. 9
FELTON, CA 95018

APN 071 161 03

Prepared by: _____

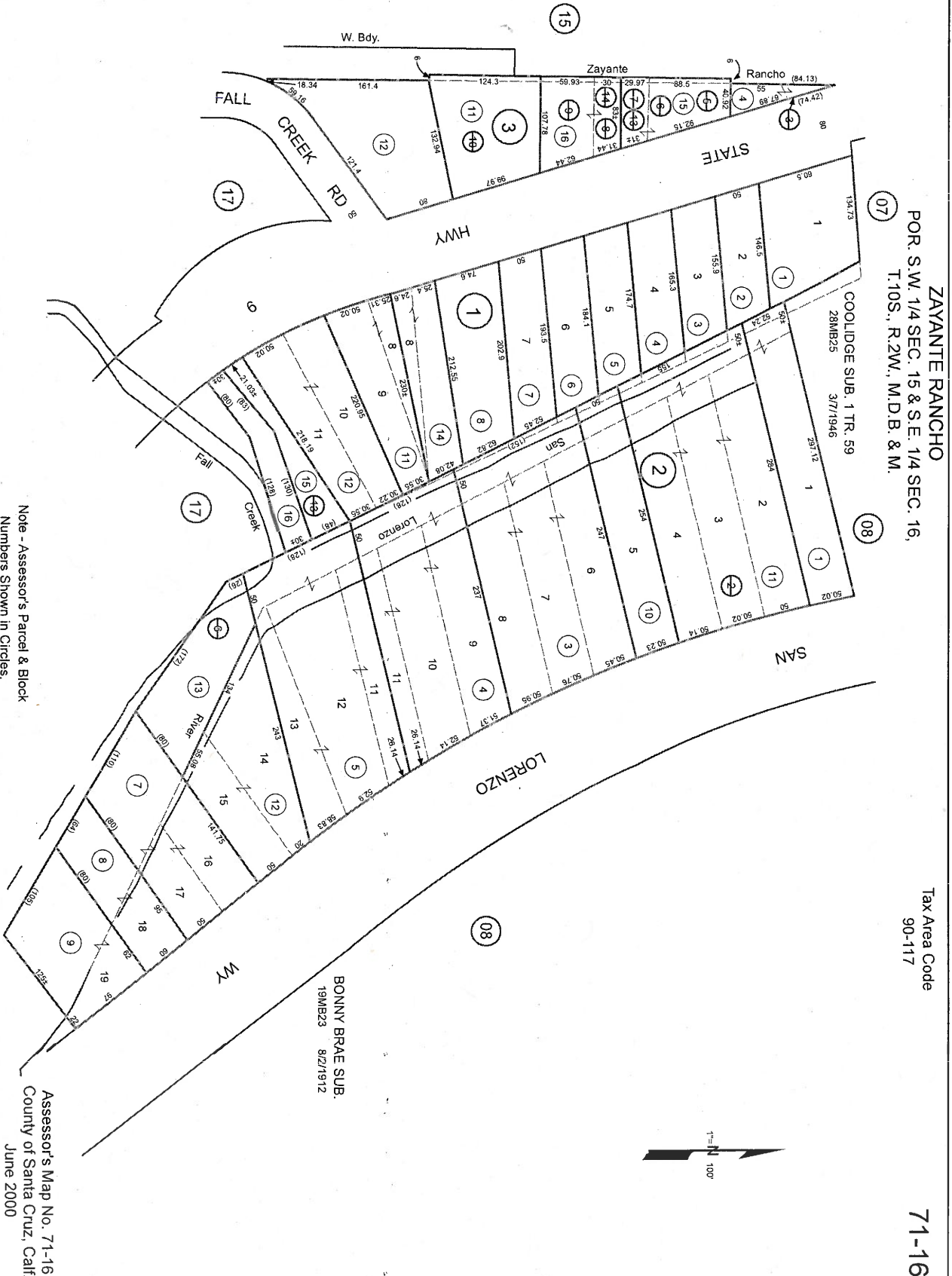
The Envirotects

Frank Phoenix, Architect C 24515
1840 41st Ave., Ste. 102 #141, Capitola, CA 95010 475-5841 Envirotechs.com

Revisions	By
08/14/17	BJ

FOR TAX PURPOSES ONLY

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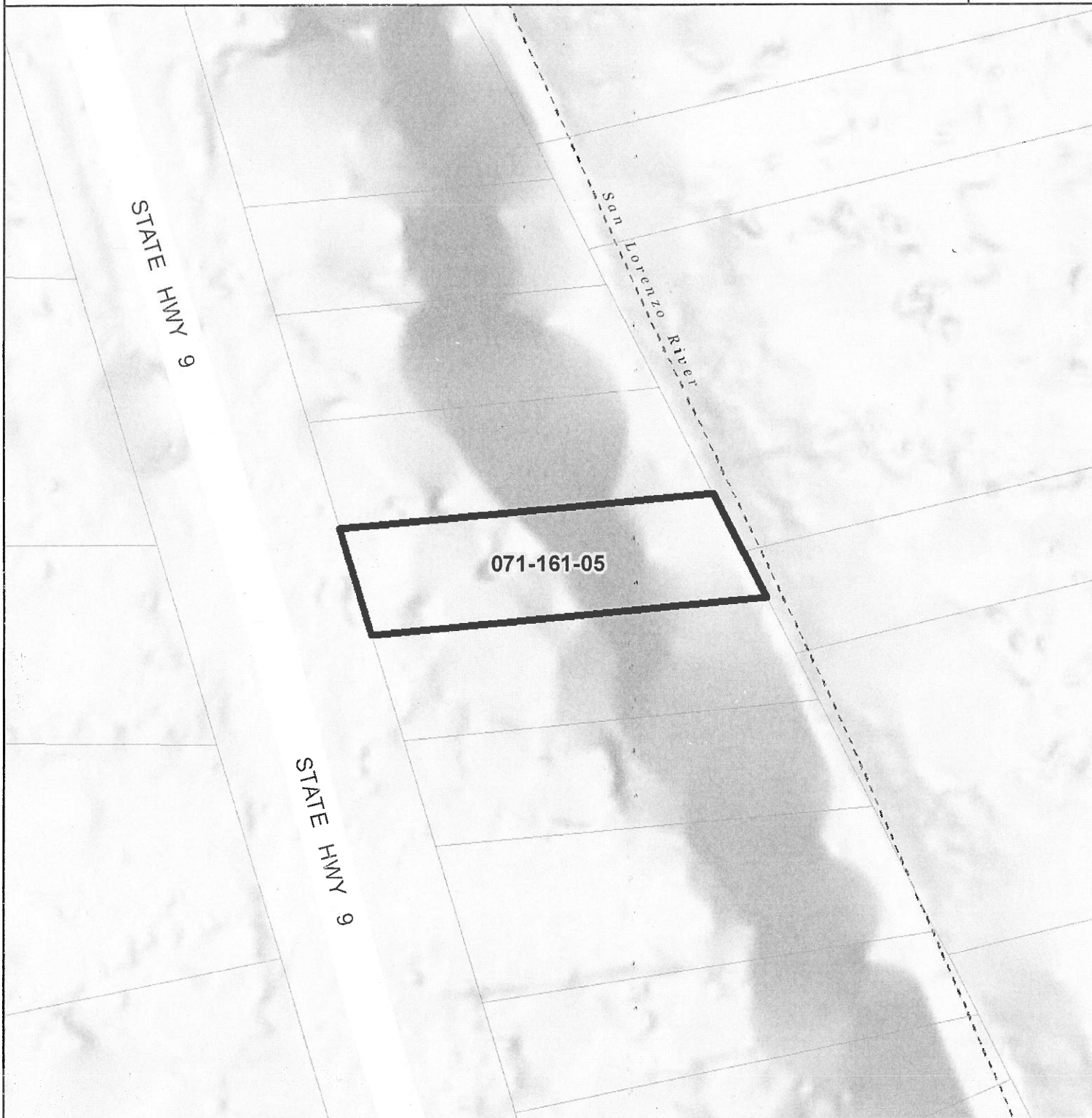


SANTA CRUZ COUNTY PLANNING DEPARTMENT

Parcel Location Map



Mapped
Area



Parcel: 07116105

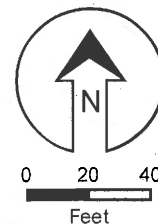


Study Parcel



Assessor Parcel Boundary

Map printed: 11 Dec. 2019





SANTA CRUZ COUNTY PLANNING DEPARTMENT

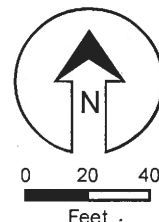
Parcel General Plan Map



Mapped
Area



- C-C Commercial Community
- C-N Commercial Neighborhood
- C-O Commercial Office
- R-M Residential Mountain
- R-S Residential Suburban





SANTA CRUZ COUNTY PLANNING DEPARTMENT

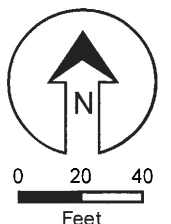
Parcel Zoning Map



Mapped
Area



- C-1 *Neighborhood Commercial*
- PA *Professional/Admin Office*
- PF *Public/Community Facilities*
- R-1 *Single-Family Residential*





COUNTY OF SANTA CRUZ

PLANNING DEPARTMENT

701 OCEAN STREET, 4TH FLOOR, SANTA CRUZ, CA 95060
(831) 454-2580 FAX: (831) 454-2131

Vacation Rental Permit Application

Carefully read the List of Required Information (LORI) and ensure that ALL required information is included with this application. If you do not have ALL of the required information, your application will not be accepted.

Permit and Property Information

Current vacation Rental Permit Number (if applicable): _____

Assessor's Parcel Number (APN): 071-161-05
(APNS MAY BE OBTAINED FROM THE ASSESSOR'S OFFICE AT (831) 454-2002)

Street Address: 6950 Hwy 9, Felton, CA 95018

Applicant Information (Complete only if different from Owner Information)

NAME: Janiece Rodriguez

MAILING ADDRESS: 343 Soquel Ave #226

CITY/STATE Santa Cruz ZIP 95062

PHONE NO. (831) 471-7110 CELL PHONE NO. (360) 909-2236

EMAIL: BNB Sittler Santa Cruz@gmail.com

Owner Information

NAME: Kaice Reilly

MAILING ADDRESS: 6950 Hwy 9, Felton

CITY/STATE Felton, CA ZIP 95018

PHONE NO. (831) 345-5356 CELL PHONE NO. () 831-345-5356

EMAIL: Kaice@Kaice.com

NOTE:

If the application submittal is made by anyone other than the owner, a signed Owner/Agent form (attached) or a property management agreement must be submitted with the application.

24-HOUR CONTACT

NOTE: 24-Hour Contact must reside within a 30 mile radius of the vacation rental

NAME: Janiece Rodriguez

MAILING ADDRESS: 343 Soquel Ave #226

CITY/STATE Santa Cruz ZIP 95062

PHONE NO. (831) 471-7110 CELL PHONE NO. ()

EMAIL: BNBSitterSantaCruz@gmail.com

ELECTED/ PUBLIC OFFICIAL OR COUNTY EMPLOYEE INFO. PUBLICATION

If the contact person identified above is an elected or appointed official (including a public safety official) as defined by sections 6254.21 or 6254.24 of the California Government Code, this application must be signed below by the contact person, and constitutes written permission under Government Code section 6254.21 that the contact person's name and phone number may be placed on the County's internet website. If the contact person identified above is an employee of the County of Santa Cruz within the scope of section 468 of the County Procedures Manual, this application must be signed below by the contact person, it constitutes a waiver of the provisions of that section, and it constitutes written permission to place the contact person's name and phone number on the County's internet website.

X

Janiece
Contact person signature, if applicable

OWNER-AGENT APPROVAL FORM

For persons other than the owner who wish to obtain a building, development, and/or other permit, the approval of the owner is required.

This is the County's authorization to issue a permit to the agent listed below:

Agent: Name: Janiece Rodriguez
 Address: 343 Soquel Ave Unit 226
 City, State, Zip Code: Santa Cruz, CA 95062
 Telephone: () 831-471-7110 Cell #: () _____
 Email: BnBSitterSantaCruz@gmail.com

Owner: Name: Kaice Reilly
 Address: 6950 HWY 9, Felton, CA 95018
 City, State, Zip Code: Felton, CA 95018
 Telephone: () 831-345-5356 Cell #: () 831-345-5356
 Email: kaice@kaice.com

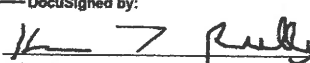
5/13/2019

Date

071-161-05

Assessor's Parcel Number(s)

DocuSigned by:



Signature of Owner

Project Location

Note: One Owner-Agent form will be required for each permit required. In the case where there is more than one owner of a parcel, the owner signing this form represents that he/ she has the consent from all other owners of the parcel. By signing this form, the owner is authorizing the agent to legally bind the owner to responsibility for payment of the County's cost for all actions related to noncompliance with permit conditions. The agent will be required to provide proof of service, by mail, to the owner of a copy of the executed acceptance of permit conditions.

VACATION RENTAL SAFETY CERTIFICATION

The following items require verification to assure the vacation rental unit is equipped and maintained to minimum safety standards to help provide for a safe vacation experience. Verification can be performed by owner (self-certified), certified home inspector, County Building Inspector, or by the property manager/agent.

- ☒ **Smoke alarms** (listed and approved by the State Fire Marshall) installed in the following locations per the 2016 California Residential Code, Sec. R314.1.
 - In each sleeping room.
 - Outside each separate sleeping area in the immediate vicinity of the bedroom(s).
 - At least one alarm on each story, including basements and habitable attics.
- ☒ **Carbon Monoxide alarms** (listed by an approved agency such as UL) installed in the following locations per the 2016 California Residential Code, Sec. R315.1.
 - Outside each separate sleeping area in the immediate vicinity of the bedroom(s).
 - At least one alarm on each story, including basements and habitable attics but not including crawl spaces or uninhabitable attics.
- ☒ **Working GFCI's** (ground fault circuit interrupters) required at all receptacles within 6 feet of all kitchen, bathroom, bar and laundry sinks per the 2016 California Electrical Code, Art. 210.8.
- ☒ All sleeping rooms shall be provided with at least one **emergency egress window** with a minimum net clear opening of 5 square feet, with a minimum opening height of 24 inches and minimum net clear opening width of 20 inches, with the bottom of the clear opening being not greater than 44" measured from the floor. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided such devices are releasable or removable from the inside without the use of a key, tool or special knowledge. Per the 2016 California Residential Code, Sec. R310.
- ☒ All stairs shall have at least one continuous **handrail** running the full length of the stairs per the 2016 California Residential Code, Sec. R311.7.8
- ☒ All walking surfaces measured vertically more than 30" above grade or other floor levels, including mezzanines, platforms, stairs, ramps and landings shall have **guard railing** a minimum of 42" in height with openings no greater than 4" per the 2016 California Residential Code, Sec. R312.1. Exception: Guards on the open sides of stairs shall have a height not less than 34" measured vertically from a line connecting the leading edges of the treads.
- ☒ **Pool/spa safety barrier** enclosures shall comply with Santa Cruz County Code, Sec. 12.10.216. Exception: Self-contained spas/ hot tubs with approved safety covers need not comply with barrier reqs.
- ☒ Rental equipped with at least one **fire extinguisher** (type 2A10BC) installed in a readily visible/accessible location near the kitchen.

I hereby certify that the safety standard conditions listed above are fully complied with and will be maintained in a useable and functioning condition. **Form must be signed by one of the following four parties.**

Kaice Reilly
Owner of Rental Unit

Date

Certified Home Inspector

License #

Date

County Building Inspector

Date

Janice - Janiece Rodriguez
Property Manager/Agent

5/15/19
Date

For questions regarding these safety certification requirements please contact the Building Official at (831) 454-3195

PLANS REQUIRED FOR RENEWALS

Please check the appropriate boxes below.

1. Have there been any additions or other work than has resulted in an increase in the number of bedrooms since the issuance of your current vacation rental permit that have not been authorized by an amendment to your current vacation rental permit?
☐ YES. If you check this box, you must submit revised floor plans that clearly show the previous floor plan, the current floor plan, and explain what work was done (see List of Required Information, page 7).
☐ NO. If you check this box, you do not need to submit floor plans with your renewal application.
2. Has there been any decrease in the size or number of parking spaces since the issuance of your current vacation rental permit that has not been authorized by an amendment to your current vacation rental permit?
☐ YES. If you check this box, you must submit a revised plot plan that clearly shows the previous parking, the current parking, and explain what has changed and the reason for the change (see List of Required Information, page 7).
☐ NO. If you check this box, you do not need to submit a plot plan with your renewal application.

If you checked no to both questions, you do not need to submit any plans with your renewal application.

APPLICANT'S SIGNATURE

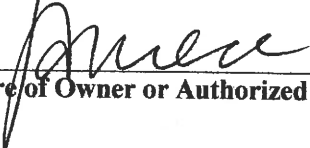
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the County of Santa Cruz is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation of planning permits as determined by the Planning Director.

I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, and that proof of such is on file with the Zoning Section.

I further certify that there are no restrictions against vacation rentals associated with the subject property, including, but not limited to, Homeowner's Association regulations, and I understand that any vacation rental permit issued will be rendered void if there are restrictions against vacation rentals on the subject property.

I understand that the County of Santa Cruz has attempted to request everything necessary for an accurate and complete review of my proposal; however, after Planning staff has taken in the application and reviewed it further, it may be necessary to request additional information and clarification.

I understand that if this application will require a public hearing pursuant to County Code Section 13.10.694(D)(3), the application will be converted to an "at cost" application and I will be required to sign a contract and be billed for staff time associated with processing the application as provided in County Code Section 13.10.694(D)(3)(b)(ii).


Signature of Owner or Authorized Agent

5/15/19
Date

Guest Name:

Reservation Dates:

Check-in anytime after 4 pm

Check-out anytime before 11 am

Guest Count:

Property Address: 6950 Hwy 9, Felton CA 95018

Short-Term Rental Agreement

This license agreement is between you (guest) the Licensee of rental property, hereafter referred to as Guest(s) and, BnB Sitter Santa Cruz/Ocean Living Vacation Rentals, hereafter referred to as BNBS SC, the Licensor authorized by the owner of said rental property, hereafter referred to as Owner.

1. LICENSE

- In consideration of the monies paid and promises contained herein, the Owner does hereby grant to the Guest, the license to use those premises during the period as indicated in the reservation.
- Guest acknowledges that he/she is occupying the premises only as a licensee of the Owner, and that this agreement does not create a landlord-tenant relationship nor any other interest in the Owner's property.

2. RESERVATIONS

- For the reservation to be confirmed, Guest must agree to the Terms and Conditions via BnBSitterSantaCruz@gmail.com and must receive this signed agreement and the Reservation Deposit within 48 hours of reservation creation. If the reservation is created on a 3rd party travel site, such as Airbnb, HomeAway, etc, Guest agrees to their Terms and Conditions as well.
- The Reservation Deposit will be automatically billed to Guest at the time of reservation creation.
- All reservations must be paid in full once the reservation is accepted.

3. GOOD NEIGHBOR POLICY and Santa Cruz County Noise Ordinance (County Code Chapter 8.30).

- Guest agrees to observe the following restrictions Failure to do so is grounds for immediate termination of the Guest License Agreement AND eviction without refund.
- Occupants and guests shall adhere to the noise standards contained in the County Noise Ordinance (County Code Chapter 8.30) as stated:

EXHIBIT F

- Guest understands that premises are located in a residential area and that neighbors live in close proximity. Respect for the residents is of utmost importance. Due to this quiet time begins at 8:30 pm through 8 am. There is no talking on any of the decks after 8:30 pm. Noise travel easily in this valley. We appreciate the care you will take in adhering to this rule.

Guest will be held responsible for all fines and penalties per incident for neighborhood complaint calls made to the police or complaint calls to BNBSCC after hours emergency number, or any other neighborhood complaint regarding Guest noise, nuisance and parties, **BNBSCC HAS A ZERO TOLERANCE POLICY.**

- **Absolutely NO parties, large events, kegs, drugs, tents, or loud music. Overcrowding is not permitted. SMOKING OF ANY KIND IN OR ON THE PROPERTY IS PROHIBITED.**

4. RENTAL PARTY

- Please list the names of all members of your party and for children please provide their ages:

NO more than 8 guests are allowed to sleep at the property during any reservation. Occupancy Maximum: There are only 16 persons allowed for celebrations and gatherings between the hours of 8:00 a.m. and 10:00 p.m.

5. Identity Verification

The person who has booked the reservation must provide a copy of their driver's license and be present at check-in.

6. Parking – There are only 4 cars allowed. All 4 cars can fit in the driveway.

7. Trash: Please **ONLY** put trash/garbage in their appropriate bins inside the enclosed lid at all times. There is no overflow of garbage.

8. PAYMENTS

Payments may be made by PayPal Friends and Family or through booking sites (Airbnb or VRBO).

EXHIBIT F

9. CANCELLATION

- Refunds will be granted if the cancellation occurs 30 days prior to your reservation. OR the cancellation policy regarding your booking on Airbnb or VRBO
- Guest will not be responsible for cleaning fees, tax, or damage coverage.
- If the property is re-rented for less than the original rate, guest will receive a partial refund equal to the re-rented rate. Guest will not be responsible for cleaning fees, tax, or damage coverage.
- If the property is not re-rented, owner will retain all payments. Guest will not be responsible for cleaning fees, tax, or damage coverage.
- Guest must submit a cancellation request to BNBSSC by e-mail or letter.

VACATION RENTAL INSURANCE: CSA Vacation Rental Insurance has been made available with your reservation. Vacation Rental Insurance reimburses for pre-paid, non-refundable expenses due to certain unforeseeable circumstances that may jeopardize your vacation investment and force you to incur unplanned expenses. We **highly recommend** you purchase this valuable protection. If you do not elect coverage, you acknowledge you have read and understand our cancellation policy and choose not to purchase Vacation Rental Insurance on behalf of all occupants. Insurance cannot be added after a potential loss or after final payment. Separate CSA terms and conditions apply, please read your policy and contact CSA with questions.
<http://www.vacationrentalinsurance.com/> for trip protection

10. SECURITY DEPOSIT**

The Security Deposit is \$1000 this must be received within a week of signing this contract.

OR

Purchase Vacation Rental Damage Protection by visiting
<https://www.vacationrentalinsurance.com/vacationrentaldamage.do>

Proof of your policy must be provided within one week of signing this contract.

** Guest will be charged for all damage or loss that is in excess of guests security deposit. including but not limited to; intentional damage, unauthorized pets, additional cleaning, excess laundry, any fines issued by governing bodies for items such as, but not limited to, noise, trash, or parking fines.

If damage or loss occurs, Guest must immediately report details of the incident or loss to BNBSCC for the incident to be covered. Guest should report any missing or broken items within 24 hours of arrival to avoid any liability.

EXHIBIT F

Upon Guest's departure of the property, the Security Deposit will be refunded, minus any damage cost or fees or fines incurred. The Security Deposit refund may take up to 14 days after the departure date, depending on circumstances such as, but not limited to, Guest's financial institution, notification from governing bodies regarding fines, and charges for excessive use of utilities.

11. NON-SMOKING POLICY

All properties are NON-SMOKING. This includes ALL types of smoking. Guest will be held financially responsible should smoking take place in or on the premises during Guest's stay including, but not limited to, additional cleaning and deodorizing expenses for carpet, drapery, and upholstery and all other costs associated with returning the property to a non-smoking condition. This applies to the use of vape, cigarettes, cigars, pipes, incense and any other use of the like. There are no exceptions

If you are staying at a home and must smoke, please do so outside after closing all doors and windows.

If the property smells of smoke after your departure, you will be billed for all costs incurred by returning the premises to a non-smoking condition.

12. EARLY CHECK-IN AND LATE CHECK-OUT REQUESTS

- If Guest departs later than 11:00 AM without prior approval by BNBSCC, Guest will be subject to a late departure fee equivalent to one night's rent.
- Guest must submit a late check-out request no later than 24 hours prior to the departure date to be considered by BNBSCC. A BNBSSC representative will notify Guest regarding the decision of the request.
- BNBSSC does NOT guarantee earlier check-in times or later check-out times, but will consider all requests contingent upon availability, maintenance issues, cleanliness, and other deciding factors.

13. MAINTENANCE AND REFUNDS

- **ABSOLUTELY NO REFUNDS** for items that BNBSSC was able to address and resolve within the time-frame of the Guest's stay. Any issues should be reported immediately for BNBSSC or the homeowner to attempt to resolve by Guest's departure date. Repairs are corrected in as timely a manner as possible, and non-emergency repairs may take up to 24-48 hours.
- **ABSOLUTELY NO REFUNDS** will be issued due to a malfunction in equipment including, but not limited to, the complimentary bicycles, body-boards, chairs game equipment, electronic equipment in the property, and other minor maintenance issues.
- **ABSOLUTELY NO REFUNDS** will be issued over neighborhood activities or construction. Guest may encounter inconveniences including, but not limited to, construction work or other events that may occur in any densely populated residential

EXHIBIT F

areas, parties or loud noises caused by non- BNBSSC guests or properties, street noise, no street parking, road closures. If BNBSSC is made aware of such an event, you will be contacted as soon as possible and may have the option, if it exists, to move to an alternate property.

- **ABSOLUTELY NO REFUNDS** for extenuating circumstances such as, but not limited to, flight delays or cancellation, the weather, pests or insects in/and around the property, alley/street conditions, neighbor's trash, no parking, rude neighbors, nearby construction, street noise, neighborhood demographic, and outages with internet/phone/cable/power.
- **All maintenance issues or concerns must be brought to our attention immediately.**
- BNBSSC reserves the right, if necessary, for maintenance staff to enter the premises during business hours for repair, care, or management of the property. BNBSSC will make every effort not to disrupt Guest's vacation and will first attempt to contact Guest to schedule best times to enter the property.

14. KEYS

- You will be provided a personal door code upon check-in.

15. ACCOMMODATIONS

- **ABSOLUTELY NO REFUNDS** will be given due to Guest's personal likes or dislikes and/or "personal preferences" such as but not limited to, decor, location, size of the rooms or property, views, distance to areas of interest, not offering items that are not listed in the property description. Property descriptions, photos, location, and reviews are accurately posted on Airbnb or VRBO. Guest acknowledges responsibility over their due diligence in researching every feature and amenity the property has to offer.
- Guest claims responsibility in thoroughly researching every feature and amenity the property has to offer.
- Guest acknowledges that every rental property is privately owned and reflects the taste of each owner.
- Every effort has been made to ensure accurate and complete information in the Rental License Agreement and on the websites. However, BNBSSC cannot be held responsible for typographical errors, omissions, environmental factors, price changes and changes made by Owner in furnishings, equipment, bed arrangements, any erroneous descriptions on 3rd party travel sites..
- All properties are fully furnished for normal housekeeping in "turn-key" condition. Kitchens are equipped with dishes, cookware, flatware, glasses, and basic appliances. Additionally, all linens, including sheets, blankets, and towels are furnished.
- A starter-kit of some toiletries and cleaning supplies are provided. However, it will be Guest's responsibility to purchase any additional supplies once the starter-kit is depleted, if needed.

16. CLEANING

- **ABSOLUTELY NO REFUNDS** will be given due to the housekeeper or maintenance staff still present at the time of check-in.

EXHIBIT F

- Guest shall keep and maintain the premises in a clean and sanitary condition at all times.
- Guest agrees to clean grill with wire brush when finished cooking each meal.
- Upon termination of the agreement, Guest shall surrender the premises to Owner in the same condition as when received, **except light cleaning and laundry. Excessive cleaning i.e. dirty dishes, garbage, extra laundry, etc. will result in a charge of \$100.00**
- Additional housekeeping service is available on a weekly basis for multi-week reservations.
- If Guest arrives early, Guest may not enter the unit or store any items in the unit until cleaning is complete, unless a prior request has been approved by BNBSSC. BNBSSC is not responsible for any lost or stolen items, injury caused to chemicals or wet surfaces.

17. PETS

NO PETS ARE ALLOWED. NO EXCEPTIONS. A \$200 fee will be deducted from your deposit if there is evidence of a pet.

18. LOST AND FOUND

- BNBSSC cannot be held responsible for items left in homes or condominiums. Guest is encouraged to double-check the property for personal items prior to departure.
- If BNBSSC is asked to return items to Guest, BNBSSC will do so for a service charge of \$15.00 plus applicable shipping charges, which will be billed to Guest's credit card.
- Items not claimed after 14 days will be donated to local charity.

19. TERMINATION OF RENTAL

- BNBSSC reserves the right to refuse or discontinue Rental License Agreement if in its opinion the Guest is detrimental to the property. Any violation of the above mentioned policies will result in immediate eviction with loss of entire rental amount.

20. CREDIT CARD IF your reservation was NOT booked on Airbnb or VRBO

- Guest will provide his/her credit card number as a guarantee and for the purposes described above.

EXHIBIT F

- Guest expressly accepts the terms of this Rental License Agreement and understands that Guest's credit card may be charged in compliance with the terms of this agreement. Guest further agrees that credit card charges that comply with the terms of this agreement are final.

21. RENTAL RULES

Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

22. NO ILLEGAL BEHAVIOR:

Strict prohibition of any illegal behavior (for example, drug use) is prohibited on this premises. Illegal behavior is considered a violation of this contract. Fireworks of any kind are prohibited.

23. WAIVER, INDEMNITY, AND RELEASE OF LIABILITY

- Registered guest must meet the minimum age requirement of 25.
- Guest acknowledges penalties and/or eviction without refund, if the number of guests exceed the property's stated limit.
- Guest agrees that he/she is solely responsible for any property damage, accident or personal injury, or loss sustained by Guest, and others in Guest's party, arising out of Guest's occupancy of the premises, unless caused by the sole negligence of BNBSSC or Owner.
- Guest agrees to be familiar with appliances located on the premises, and to use all furnishings in a safe and reasonable manner.
- Also available for Guest's use in some of the units may be bicycle equipment and beach toys including boogie boards ("Equipment"). By signing this agreement, Guest understands the nature of using the Equipment and that use of the Equipment involves risks of serious bodily injury, including permanent disability, paralysis, and death.
- Guest agrees to supervise and be responsible for use of Equipment by any persons under the age of 18 (all persons under 18 must wear a helmet when using the bikes under CA law).
- Guest further agrees to indemnify and hold Owner, BNBSSC and its employees, other group, harmless from any claims arising from Guest use of the premises and or Equipment, including risk of injury and death to Guest and others from all recreational activities of Guest while occupying the premises.

24. FACSIMILE AND E-SIGNATURE

An E-Signature or Scanned PDF signed copy of this Agreement shall have the same force and effect as the original.

25. DISPUTES

EXHIBIT F

In the event of any legal dispute concerning this agreement, the prevailing party shall be reimbursed by the losing party for all reasonable fees and costs for the legal services involved. This paragraph shall survive this contract.

26. AGREEMENT

- Guest certifies that he/she has carefully read and agrees to the terms of this agreement and by clicking the accept button (online) or signing below, is authorizing all rental charges due and any outstanding charges remaining after departure to be charged to the credit card on the reservation.
- By signing below you agree to the house rules and are acknowledging that you have read the house manual and **Exhibit A (House Rules)**. See attached Addendum

Applicable to Guests that made reservations through Airbnb and other 3rd party travel websites. Payment is due at the time of booking on such websites. Payment amount varies based on the company. Guests are subject to the terms and conditions and cancellation policies according to those websites as well as BNBSSC's.

Guest Name – First and last (print)

Guest Signature

Guest email address and phone number

Date

Reservation ID Number

Janiece Rodriguez
Vacation Rental Manager – BnB Sitter Santa Cruz/Ocean Living Vacation Rentals

VRM Signature

Date

EXHIBIT F



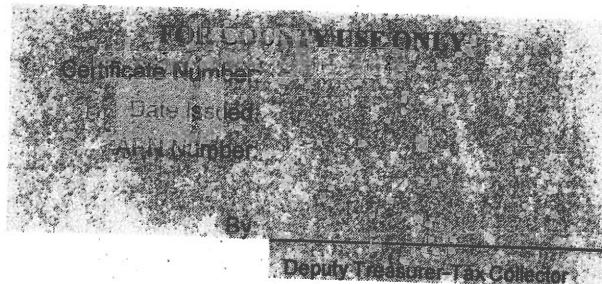
COUNTY OF SANTA CRUZ

EDITH DRISCOLL, AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR
701 OCEAN STREET, SUITE 150, SANTA CRUZ, CA 95060-4073
POST OFFICE BOX 1817, SANTA CRUZ, CA 95061 • (831) 454-2510 • FAX (831) 454-2257

TRANSIENT OCCUPANCY TAX - REGISTRATION APPLICATION

Exclusive Airbnb listing - If you ONLY rent your facility on Airbnb, you will not need to remit/report monthly statements. Please include your Airbnb listing number: ☐

SC CNTY 2019MAY16AM11:23
TREASURER-TAX COLLECTOR



PLEASE PRINT OR TYPE

Name of Facility or Unit Dream Home in the Redwoods
Address of Facility or Unit 6950 Hwy 9, Felton 95018
Mailing Address 343 Soquel Ave #226 Phone # 831-471-7110
Email Address BNBSitter Santa Cruz@gmail Date of Application 5/16/19

Type of Transient Occupancy Facility (check one): Tourist Home ☒ Motel ☐ Hotel ☐ Rooming House ☐
Lodging House ☐ Inn ☐ Studio Hotel ☐ Apartment House ☐ Dormitory ☐ Public or Private Club ☐
Mobile or Manufactured Home ☐ Other Lodging ☐

Number of Occupancy Units 1

Type of Ownership (check one): Individual ☒ Partnership ☐ Corporation ☐

IMPORTANT: Change of Operator and/or Ownership Requires a New Application

Owner(s) Name (List Principals):

Operator's Name	Address	Phone Number
<u>Kaice Reilly - Owner</u>	<u>6950 Hwy 9, Felton</u>	<u>831-345-5356</u>
<u>Janiece Rodriguez - Manager</u>	<u>343 Soquel Ave #226 SC</u>	<u>831-471-7110</u>

Local Emergency Contact

Name	Home Address	Phone Number
<u>Janiece Rodriguez</u>	<u>343 Fairmount Ave, Santa Cruz</u>	<u>831-471-7110</u>

I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signed [Signature]
revMARCH2017

Date 5/16/19

EXHIBIT F

Exhibits

- A. Categorical Exemption (CEQA determination)
- B. Findings
- C. Conditions
- D. Project plans
- E. Assessor's, Location, Zoning and General Plan Maps
- F. Vacation Rental Application
- G. Parcel information