



Staff Report to the Zoning Administrator

Application Number: 221123

Applicant: Michelle Wang

Agenda Date: October 21, 2022

Owner: Michelle Wang

Agenda Item #: 1

APN: 093-272-04

Time: After 9:00 a.m.

Site Address: 17337 Debbie Road, Los Gatos, CA 95033

Project Description:

Proposal to establish a new four-bedroom vacation rental. Requires a Level IV Vacation Rental Permit.

Location: Property is located on the south side of Debbie Road at 17337 Debbie Road in Los Gatos.

Permits Required: Vacation Rental Permit

Supervisory District: Fifth 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 221123, based on the attached findings and conditions.

Project Description & Setting

The project site is located on the south side of Debbie Road in the Skyline Planning Area, approximately 0.5 miles west from the intersection with Hutchinson Road in Los Gatos. The neighborhood is comprised of relatively large parcels (between two to 25 acres in size) that are developed with modest single-family dwellings. The nearest residential structures are more than 300 feet away from the subject dwelling.

The subject property is developed with an existing four-story single-family residence, originally constructed in 1978. This is a proposal to operate a vacation rental in the existing four-bedroom dwelling. As indicated in SCCC 13.10.694(D)(2), a public hearing is required for vacation rentals consisting of four or more bedrooms.

The provided parking will meet the requirements of SCCC 13.10.694(D)(2)(c)(iv) B. Pursuant to this Code Section, a minimum of one on-site spaces is required for vacation rentals containing

one or two bedrooms and a minimum of two on-site spaces is required for rentals containing three or more bedrooms. Guests are also allowed to park one additional off-site vehicle in the vicinity of the vacation rental but shall not have any exclusive or assigned use of any available street parking. The subject dwelling is comprised of four bedrooms; therefore, two on-site parking spaces are required. Four parking spaces are available on-site, meeting the parking requirements of SCCC 13.10.694(D)(2).

Pursuant to SCCC 13.10.694(D), vacation rental permits expire the same month and day five years subsequent to the date of issuance of the Vacation Rental/Renewal Permit; therefore, the date of expiration of this permit is October 21, 2027.

Further, pursuant to SCCC 13.10.694 (D) (2) any new vacation rental permit issued for vacation rentals consisting of four or more bedrooms shall be given a one-year provisional permit subject to review for compliance with vacation rental code requirements prior to granting the remainder of the standard five-year term. The project has been conditioned accordingly.

Steven Sun has been designated as the 24-hour contact for the vacation rental. Steven is located in Saratoga, within the required 30-minute response radius from the proposed vacation rental property.

Zoning & General Plan Consistency

The subject property is a 2.8 acre lot, located in the SU (Special Use) zone district, a designation which allows Vacation Rental uses. The proposed four-bedroom vacation rental is a conditionally permitted use within the zone district and the zoning is consistent with the site's RM (Mountain Residential) General Plan designation.

Vacation rentals within residential structures are permitted within the SU zone district, and the operation of the vacation rental is required to comply with all requirements of the vacation rental ordinance.

The property is not located within a "Designated Area" as defined per SCCC 13.10.694(C); therefore, the subject residential block is not limited by caps or block limits.

Conclusion

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 **221123**, 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: Michael Lam
Santa Cruz County Planning Department
701 Ocean Street, 4th Floor
Santa Cruz CA 95060
Phone Number: (831) 454-3371
E-mail: Michael.Lam@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. Parcel information
- G. Vacation Rental Application and Lease Agreement
- H. Transient Occupancy Tax Certification

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: 221123

Assessor Parcel Number: 093-272-04

Project Location: 17337 Debbie Road, Los Gatos, CA 95033

Project Description: Proposal to operate a four-bedroom residential vacation rental.

Person or Agency Proposing Project: Michelle Wang

Contact Phone Number: (408) 203-2362

- 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. 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.

Michael Lam, Project Planner

Date: _____

EXHIBIT A

Development Permit Findings

1. That the proposed location of the vacation rental 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, 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 effects of 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 location of the proposed vacation rental and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances, including the vacation rental ordinance, and the purpose of the SU zone district as the primary use of the property will be a residential vacation rental dwelling that meets all requirements of the vacation rental ordinance.

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 residential vacation rental use is consistent with the use and density requirements specified for the RM (Mountain Residential) land use designation in the County General Plan as it is a residential use in an existing residential structure and the vacation rental ordinance implements the standards contained in the Noise Element of the General Plan.

A specific plan has/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 non-vacation rental residential use and vacation rental use.

5. That the proposed vacation rental 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.

This finding can be made, in that the short-term vacation rental is proposed to be located within an existing residential dwelling located within a residential neighborhood, consistent with the land use intensity and density of residential neighborhoods. Both non-vacation residential uses and vacation rental uses can include celebrations that result in temporary increase in vehicles and building occupancy.

6. The proposed development project is consistent with the Design Standards and Guidelines (sections 13.11.070 through 13.11.076), and any other applicable requirements of this chapter.

Pursuant to County Code Section 13.11.040, the proposed residential use is exempt from the Design Review Ordinance.

Conditions of Approval

Exhibit D: Project plans, prepared by Steven Sun, dated May 2022.

- I. This permit authorizes the operation of a vacation rental, as indicated on the approved Exhibit "D" for this permit. This approval does not confer legal status on any existing structure(s) or existing use(s) 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. The vacation rental shall be maintained and operated so that, at all times, it is in compliance with the items listed on the Vacation Rental Certification form (Exhibit G).
 - B. Issuance of this permit shall not infer approval of new development or the private use of any property outside of the subject parcel boundary, including public and private rights-of-way, State Parks land, and County owned property. The term "new development" shall include, but is not limited to, fencing, patios, and accessory structures. The term "use" shall include, but is not limited to, outdoor seating, parking (in non-designated areas), and storage of equipment or materials.
 - C. The maximum, overnight occupancy of the vacation rental shall not exceed 10 people (two per bedroom, plus two additional people, children under eight not counted).
 - D. The maximum number of vehicles associated with the overnight occupants shall not exceed five (number of on-site parking spaces, plus one additional non-exclusive on-street parking spaces).
 - 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. 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 (County Code Chapter 8.30) shall be posted inside the vacation rental in a location readily visible to all guests.
 - G. 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, and a reference to the standards contained in the County Noise Ordinance (County Code Chapter 8.30).

- H. Fireworks are illegal in Santa Cruz County and prohibited at the vacation rental.
- I. 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.
- J. 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, and shall be submitted 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. Any change in the contact person's address or telephone number shall be promptly furnished to the agencies and neighboring property owners as specified above.
- 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. Permits for vacation rentals shall expire 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 are non-transferable and become void when a property transfer triggers reassessment.
- M. The initial Vacation Rental Permit is a *one-year provisional permit* subject to review for compliance with vacation rental code requirements prior to granting the remainder of the standard five-year term.
- N. A violation of any of the requirements to obtain a vacation rental permit may be grounds for denial of a new vacation rental permit application. Further, violations of vacation rental regulations, or of any other provision of the Santa Cruz County Code, may be grounds for denial of a renewal application or revocation of an existing vacation rental permit after consideration at a Level V public hearing by the Zoning Administrator (or by the Planning Commission upon referral).
- O. If more than two significant violations occur on a vacation rental property within a 12-month period, a permit shall be noticed for a Level V public hearing to consider permit revocation. "Significant violations" are: citations for violation of Chapter 8.30 SCCC (Noise); violation of any specific conditions of approval associated with the permit; mis-advertising the capacity and limitations applicable to the vacation rental; written warnings, or other documentation filed by law enforcement; violations of State or County health regulations; non-compliance with a public health order or emergency regulation issued by State or local authorities which may limit use and occupancy of vacation rentals; delinquency in payment of transient occupancy taxes, fines, or penalties; non-responsive property management, including failure by the local property manager to respond to calls

within 60 minutes; and failure to maintain signage. In the event a permit is revoked, the person or entity from whom the permit was revoked shall be barred from applying for a vacation rental permit for the same parcel without prior consent of the Board of Supervisors.

- P. 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.

III. Indemnification

The applicant/owner shall indemnify, defend with counsel approved by the COUNTY, and hold harmless the COUNTY, its officers, employees, and agents from and against any claim (including reasonable attorney's fees, expert fees, and all other costs and fees of litigation), against the COUNTY, its officers, employees, and agents arising out of or in connection to this development approval or any subsequent amendment of this development approval which is requested by the applicant/owner, regardless of the COUNTY's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the COUNTY. Should the COUNTY in its sole discretion find the applicant's/owner's legal counsel unacceptable, then the applicant/owner shall reimburse the COUNTY its costs of defense, including without limitation reasonable attorney's fees, expert fees, and all other costs and fees of litigation. The applicant/owner shall promptly pay any final judgment rendered against the COUNTY (and its officers, employees, and agents) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this development approval.

- A. The COUNTY shall promptly notify the applicant/owner of any claim, action, or proceeding against which the COUNTY seeks to be defended, indemnified, or held harmless. The COUNTY shall cooperate fully in such defense.
- 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 applicant/owner shall not be required to pay or perform any settlement unless such applicant/owner has approved the settlement. When representing the COUNTY, the applicant/owner 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. The “applicant/owner” shall include the applicant and/or the owner and the successor(s) in interest, transferee(s), and assign(s) of the applicant and/or the owner.

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 three 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: _____

Steven Guiney
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.

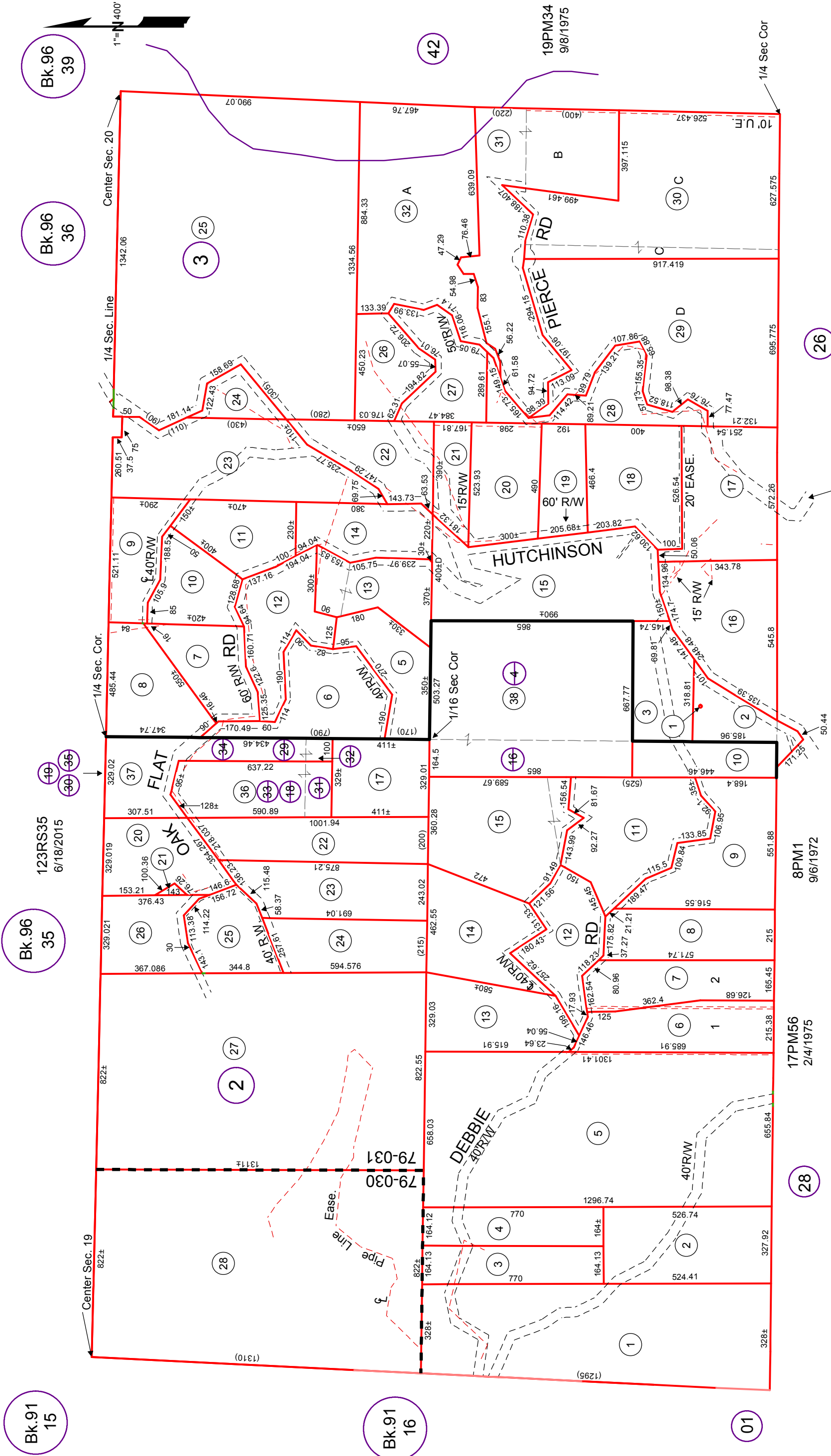
Parcel Number: 093-272-04
 Prepared By: Steven Sun
 Date: 5/11/2022

Note: The sitting room in floor 2 is a bedroom



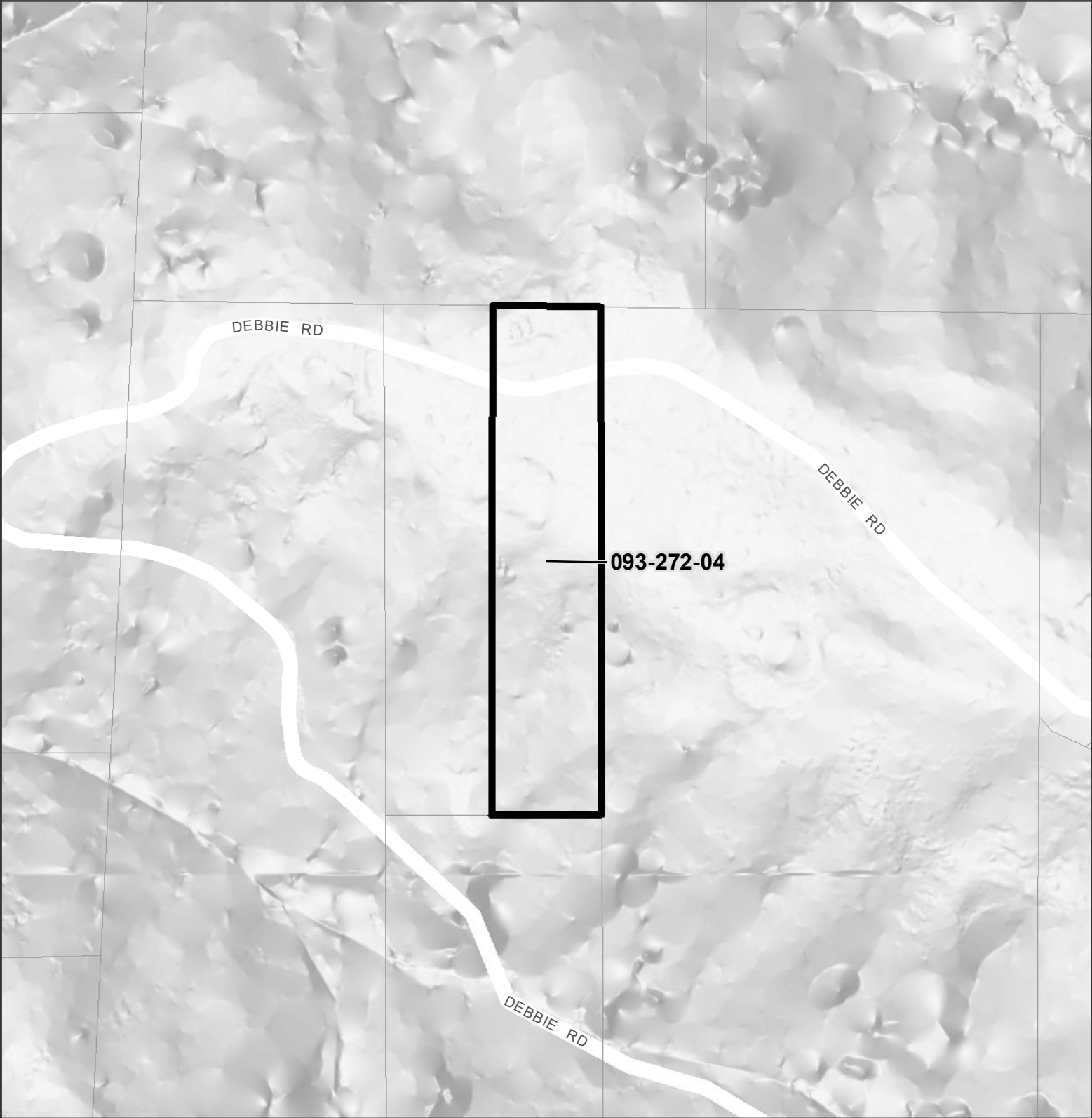
GROSS INTERNAL AREA
 FLOOR 1: 82 sq. ft, FLOOR 2: 861 sq. ft
 FLOOR 3: 691 sq. ft, FLOOR 4: 1158 sq. ft
 EXCLUDED AREAS: , GARAGE: 561 sq. ft
 PATIO: 207 sq. ft, PORCH: 175 sq. ft
 BALCONY: 39 sq. ft, REDUCED HEADROOM BELOW 1.5M: 78 sq. ft
 TOTAL: 2792 sq. ft

SIZES AND DIMENSIONS ARE APPROXIMATE. ACTUAL MAY VARY.





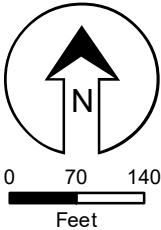


Parcel Location Map



Parcel: 09327204

-  Study Parcel
-  Assessor Parcel Boundary





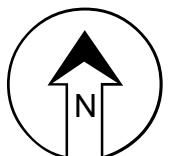
Parcel General Plan Map



Mapped
Area

R-M 093-272-04
(R-M)

☐ R-M *Residential Mountain*

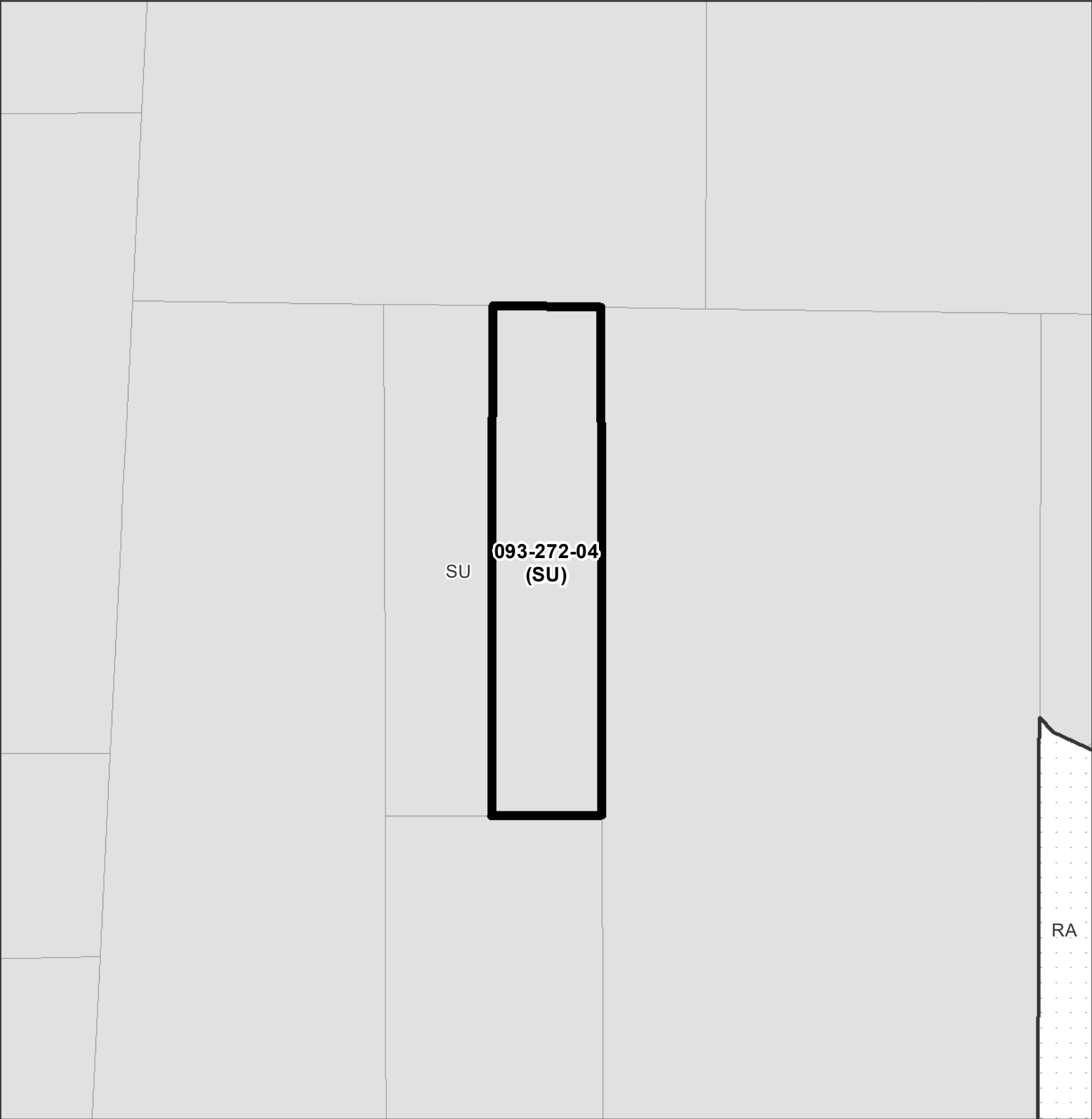




0 70 140
Feet

Exhibit E



Parcel Zoning Map



-  RA *Residential Agricultural*
-  SU *Special Use*

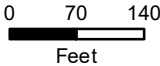
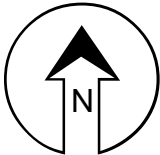


Exhibit E

Parcel Information

Services Information

Urban/Rural Services Line:	<input type="checkbox"/> Inside	<input checked="" type="checkbox"/> Outside
Water Supply:	Well Water	
Sewage Disposal:	Septic Tank	
Fire District:	County Fire	
Drainage District:	N/A	

Parcel Information

Parcel Size:	122,839 square feet (2.82 acres)	
Existing Land Use - Parcel:	Residential	
Existing Land Use - Surrounding:	Residential	
Project Access:	Debbie Road	
Planning Area:	Skyline	
Land Use Designation:	R-M (Mountain Residential)	
Zone District:	SU (Special Use)	
Coastal Zone:	<input type="checkbox"/> Inside	<input checked="" type="checkbox"/> Outside
Appealable to Calif. Coastal Comm.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Technical Reviews: None

Environmental Information

Geologic Hazards:	Not mapped/no physical evidence on site
Fire Hazard:	Not a mapped constraint
Slopes:	0% to greater than 50%
Env. Sen. Habitat:	Not mapped/no physical evidence on site
Grading:	No grading proposed
Tree Removal:	No trees proposed to be removed
Scenic:	Not a mapped resource
Archeology:	Not mapped/no physical evidence on site



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): NA

Assessor's Parcel Number (APN): 093-272-04
(APNs MAY BE OBTAINED FROM THE ASSESSOR'S OFFICE AT (831) 454-2002)

Street Address: 17337 Debbie Rd, Los Gatos, CA 95033

Applicant Information (Complete only if different from Owner Information)

NAME : _____

MAILING ADDRESS: _____

CITY/STATE _____ ZIP _____

PHONE NO. (____) _____ CELL PHONE NO. (____) _____

EMAIL: _____

Owner Information

NAME: Michelle Wang

MAILING ADDRESS: 20745 Sevilla Ln

CITY/STATE Saratoga, CA ZIP 95070

PHONE NO. (____) 408 CELL PHONE NO. (____) 408 203-2362

EMAIL: michellewanghome@gmail.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: Steven Sun
MAILING ADDRESS: 20745 Sevilla Ln
CITY/STATE Saratoga, CA ZIP 95070
PHONE NO. () CELL PHONE NO. (408) 203-2363
EMAIL: stevensun@googain.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 _____
Contact person signature, if applicable

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.**

Michelle Wang _____ Owner of Rental Unit	02/01/2022 _____ Date
_____ Certified Home Inspector	_____ License #
_____ County Building Inspector	_____ Date
_____ Property Manager/Agent	_____ 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

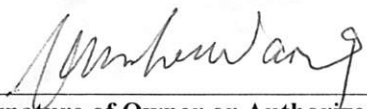
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the County of Santa Cruz is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation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

02/01/2022

Date

VACATION RENTAL SHORT TERM LEASE AGREEMENT

This Vacation Rental Short Term Lease Agreement (this "Agreement") is made by and between Steven Sun ("Owner") and Victoria Wang ("Guest") as of the date last written on the signature page of this Agreement. Owner and Guest may be referred to individually as "Party" and collectively as "Parties." For good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Property. The property is described as a house with four (4) bedrooms and three (3) bathrooms located at 17337 Debbie Road, Los Gatos, CA 95033 (the "Property"). The Property is owned by Owner. The Property is fully furnished by Owner and equipped for light housekeeping. The following amenities are included in the Property:

- microwave
- dishwasher
- refrigerator
- washer
- dryer
- wifi
- fireplace

A starter supply of household cleaning and hygiene products may be available in the Property for use. Guest is responsible for purchasing any additional supplies and all food and beverages.

2. Rental Party. All persons in the rental party will be bound by the terms of this Agreement. Only persons listed on this Agreement may stay in the Property. "Rental Party" means Guest plus the following persons:

First Name & Last Name	Relationship to Guest
Jim Wang	Husband
Julia Wang	Daughter

The total number of adults in the Rental Party will be three (3). The total number of children in the Rental Party will be _____.

3. Maximum Occupancy. The maximum number of persons allowed to stay in the Property is limited to eight (8)

4. Visitors. A visitor is an occupant of the Property who is not staying overnight. The total number of persons permitted in the Property at any given time, including visitors, is eight (8). Any visitor staying overnight is subject to additional charges.

5. Rental Period & Check-In. The term of this lease will be from July 01, 2022 ("Arrival Date") to July 15, 2022 ("Departure Date"). The Property will be ready for Guest's occupancy beginning at 1pm on the

Arrival Date and the Property must be vacated by 11am on the Departure Date, unless otherwise agreed by Owner. If Guest or any member of the Rental Party remains on the Property beyond the Departure Date, Guest will be responsible to pay the rental rate prescribed in Section 8 below for the period of time between Departure Date and the actual date Guest and all members of the Rental Party vacate the Property.

6. Keys & Access Codes. Owner will provide Guest with one (1) key(s), which will unlock the front door to the Property and Common areas. Guest is not allowed to make duplicate keys. A fee of \$200.00 will be charged to Guest for failure to return a key. Any attempt to access a locked area is just cause for immediate termination of this Agreement, forfeiture of all rent paid, and Guest will be liable for any missing items or damage.

7. Rental Rules & Restrictions. Guest agrees to abide by the following restrictions by Owner (the "Rules"):

- (A) Smoking is not permitted inside the Property
- (B) Quiet hours are from 10:00 PM to 8:00 AM
- (C) The maximum number of guests that are allowed (2 per bedroom + 2 additional; children under 8 not counted).
- (D) The maximum number of people that are allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m. (no more than twice the maximum number of guests allowed)
- (E) The maximum number of vehicles allowed (the number of required on-site parking spaces (one space for 1 and 2 bedroom units and two for 3+ bedroom units, plus one non-exclusive on street where available).
- (F) Trash management (trash must be kept in closed containers and not allowed to accumulate)
- (G) No illegal behavior and no any kind of fireworks

If any person in the Rental Party fails to follow any of the Rules, the Rental Party may be asked to vacate the Property and Guest will forfeit all rent paid.

8. Payment. Guest agrees to pay the rent and fees described below (the "Total Amount Due"). Payment in full of the following fees will be due within three (3) days before the Arrival Date.

Rental rate of \$200.00 x 15 days	\$3,000.00
Cleaning service fee	\$100.00
Total Amount Due \$1,500.00	
Total Balance Due \$1,500.00	

Acceptable payment methods are:

- credit card

Checks should be made payable to: _____ and sent to: _____, _____, CA _____ . A fee of _____ will be charged to Guest for dishonored checks.

9. Cancellation. If Guest cancels the reservation less than three (3) days before the Arrival Date, the Total Amount Due will be forfeited.

10. Cleaning. A cleaning fee of \$100.00 will be charged to the Guest. Daily housekeeping services are not included in the rental rate. Throughout the rental period, Guest will be responsible for keeping the Property clean and in good condition. Any unsafe or dangerous condition must be reported to Owner immediately. Guest acknowledges that on the Arrival Date, the Property is in good condition, except for any defect Guest may report to Owner by the end of the first day following the Arrival Date. The Property should be left in the same condition as it was found by Guest on the Arrival Date. Guest promises to leave the Property in good repair.

11. Furnishings. The following furnishings will be provided with the Property: One King Bed, one Queen Bed, two twin beds, one sofa bed, one TV.

Furnishings are subject to change without notice. Furniture, bedding, kitchen equipment, utensils, and any other personal property supplied with the Property must not be removed from the Property. Loss of any items within the Property or damage to the Property or furnishings in excess of normal wear and tear will be charged to Guest. The Property will be inspected by Owner after Guest's departure. All contents of the Property are the property of Owner. If an item should break, Guest must notify Owner immediately. Guest is not permitted to alter the wiring of any television, computer, or gaming equipment.

12. Parking. Parking is limited to two (2) spaces. Guest may only park in designated parking area. Any illegally parked cars may be subject to towing and/or fines.

13. Mechanical Failures. Owner attempts to properly maintain the Property. While all electrical and mechanical equipment within the Property are in good working order, Owner cannot guarantee against mechanical failure of electrical service, stopped plumbing, water supply, heating, air conditioning, audio visual equipment, internet access, cable service, or appliances. Guest agrees to report any inoperative equipment or other maintenance problem to Owner immediately. Owner will make every reasonable effort to have repairs done quickly and efficiently. Guest will allow Owner or a person permitted by Owner access to the Property for purposes of repair and inspection. Owner is not responsible for any inconvenience that may occur and no refunds or rent reductions will be made due to failure of such items.

14. Acts of God. If there is a storm or severe weather and a mandatory evacuation order is issued by state or local authorities, Guest shall be entitled to a prorated refund for each night Guest is unable to occupy the Property. Owner will not be liable or deemed in default under this Agreement for any failure to perform or delay in performing any of its obligations due to or arising out of any act not within its control, including, without limitation, acts of God.

15. Limitation on Liability. Owner is not responsible for any accidents, injuries or illness that occur to any member of the Rental Party or Guest's visitors while in the Property or on the Property. Owner is not

responsible for loss of personal belongings or valuables belonging to any member of the Rental Party or any of Guest's visitors. Guest agrees to assume the risk of any harm arising from use of the Property. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, SHALL OWNER BE LIABLE TO GUEST OR ANY OTHER PERSON FOR ANY DAMAGES OF ANY NATURE WHATSOEVER INCLUDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR GUEST'S RENTAL OF THE PROPERTY OR USE OF THE PROPERTY. IN NO EVENT WILL OWNER BE LIABLE FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF OWNER SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

16. Indemnification. Guest acknowledges that the use of the Property by the Rental Party and Guest's visitors is entirely at their own risk. Guest will indemnify and hold harmless Owner from any and all expenses, costs, damages, suits, actions, or liabilities whatsoever arising from or related to any and all loss of or damage to personal property, including injury or death resulting from the use or occupancy of the Property or the failure of any member of Rental Party or Guest's visitors to observe the rules and restrictions set forth in Paragraph 7.

17. Violation of Agreement. If Guest or any member of the Rental Party violates any of the terms of this Agreement, including but not limited to maximum occupancy, visitors and rental rules and restrictions, Owner may evict Guest and the Rental Party from the Property and Guest will forfeit all rent and security deposit paid.

18. Governing Law. This Agreement and all transactions contemplated by this Agreement will be governed by, and constructed and enforced in accordance with the laws of the State of California (not including its conflicts of laws provisions). Any dispute arising from this Agreement shall be resolved through mediation. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.

19. Amendments. This Agreement may be amended or modified only by a written agreement signed by both Owner and Guest.

20. No Waiver. Neither Owner nor Guest shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing.

21. Severability. If any provision of this Agreement is held to be invalid or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement.

22. Notices. Any notice or communication under this Agreement must be in writing and sent via one of the following options:

- electronic email transmission

23. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon Owner, its successors and assigns, and upon Guest and its permitted successors and assigns.

24. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other negotiations, understandings and representations (if any) made by and between the Parties.

SIGNATURES



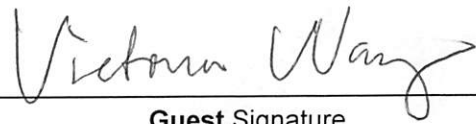
Owner Signature

Steven Sun

Owner Name

5/11/2022

Date



Guest Signature

Victoria Wang

Guest Name

5/11/2022

Date



COUNTY OF SANTA CRUZ

EDITH DRISCOLL, AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

701 OCEAN STREET, SUITE 150, SANTA CRUZ, CA 95060-4073

POST OFFICE BOX 5639, SANTA CRUZ, CA 95063 • (831) 454-2510 • FAX (831) 454-2257

TRANSIENT OCCUPANCY TAX - REGISTRATION APPLICATION

FOR COUNTY USE ONLY

Certificate Number:

Date Issued:

APN Number:

By:

Deputy Treasurer-Tax Collector

PLEASE PRINT OR TYPE

Name of Facility or Unit DEBBIE

Address of Facility or Unit 17337 DEBBIE ROAD, LOS GATOS, CA 95033

Mailing Address 20745 SEVILLA LN. SARATOGA, CA 95070 Phone # 408-203-2363

Email Address steven.ht.sun@gmail.com Date of Application 5/5/2022

Websites You Plan to Use: ☐ VRBO ☐ Home Away ☐ AirBNB ☒ AirBNB Only* ☐ Other _____

Type of Rental: ☐ Hotel/Motel ☐ Bed and Breakfast ☒ Whole House ☐ Hosted Rental

Number of Occupancy Units 1

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

Owner(s) Name (List Principals):

Operator's Name	Address	Phone Number
STEVEN SUN	17337 DEBBIE RD, LOS GATOS, CA 95033	408-203-2363

Local Emergency Contact

Name	Email Address	Phone Number
MICHELLE WANG	michellewanghome@gmail.com	408-203-2362

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] Date 5/5/2022

*AirBNB has an agreement with the County of Santa Cruz to collect and pay the TOT for all listings done on their site that are within the unincorporated area of the County. If you commit to only using AirBNB for all of your rentals then you will not be required to report monthly.

EXHIBIT H



Steven Sun <steven.ht.sun@gmail.com>

Transient Occupancy Tax Registration

Steven Sun <steven.ht.sun@gmail.com>

Thu, May 5, 2022 at 8:55 AM

To: TTC.Webmail@santacruzcounty.us


Cc: Michelle Yue Wang <michellewanghome@gmail.com>

Hi,

Attached please see the application form for Transient Occupancy Tax Registration. Would you please confirm receipt and provide the proof of registration at your earliest convenience?

Thanks.

Steven

 2022_05_05_08_52_52.pdf
320K



Steven Sun <steven.ht.sun@gmail.com>

Transient Occupancy Tax Registration

TTC WebMail <TTC.WebMail@santacruzcounty.us>
To: Steven Sun <steven.ht.sun@gmail.com>

Thu, May 5, 2022 at 11:10 AM

Hello

Yes we received

Thank you,

Nehal Patel

Accounting Technician

Tax Collection Division

831-454-2510

From: Steven Sun <steven.ht.sun@gmail.com>
Sent: Thursday, May 5, 2022 8:56 AM
To: TTC WebMail <TTC.WebMail@santacruzcounty.us>
Cc: Michelle Yue Wang <michellewanghome@gmail.com>
Subject: Transient Occupancy Tax Registration

******CAUTION:**This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.****

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