



Staff Report to the Zoning Administrator

Application Number: 221224

**Applicant: John Diffenderfer & Christine
Falsetti**

Agenda Date: January 6th, 2023

**Owner: John Diffenderfer & Christine
Falsetti**

Agenda Item #:

APN: 027-451-07

Time: After 9:00 a.m.

Site Address: 263 Harbor Beach Court, Santa Cruz CA 95062

Project Description:

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

Location: Property is located on the east side of Harbor Beach Court at 263 Harbor Beach Court in Santa Cruz.

Permits Required: Vacation Rental Permit

Supervisory District: First District (District Supervisor: Manu Koenig)

Staff Recommendation:

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- Approval of Application 221224, based on the attached findings and conditions.

Project Description & Setting

The project site is located at east end of the Harbor Beach Court cul-de-sac in the Live Oak Planning Area, approximately 300 feet east of the intersection of 7th Avenue and Harbor Beach Court in Santa Cruz. The neighborhood is comprised of relatively small parcels (around 6000 square feet in size) containing modest single-family dwellings. The neighborhood is densely developed with dwellings occupying most of the available building envelope.

The subject property is developed with an existing two-story single-family residence, constructed in 2005 under Building Permit 0052829H-00139622. 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, parking for vacation rentals is limited to the number of on-site parking spaces. 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 January 6th, 2028.

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.

Melissa Kreisa has been designated as the 24-hour contact for the vacation rental. 217 Ocean View Avenue is located in Santa Cruz, within the required 30-minute response radius from the proposed vacation rental property.

Zoning & General Plan Consistency

The subject property is a 6141.96 square foot lot, located in the RM-6-D (Multi-Family Residential – Designated Park Site Combining District) 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 R-UM (Urban Medium Density Residential) General Plan designation. Although the site is within the “D” - Designated Park Site Combining District, it should be noted that prior to approval of the Harbor Beach Homes subdivision in 2004, which created the subject parcel, the site was determined not to meet the criteria for development as a park subject to the provisions of SCCCC 15.01.080 “Park site review process”

Vacation rentals within residential structures are permitted within the RM-6-D zone district, and the operation of the vacation rental is required to comply with all requirements of the vacation rental ordinance.

The property is located within the Live Oak Designated Area, in which a total of 262 vacation rental permits may be issued and 20% of the Block may be occupied by a vacation rental. There is capacity in both the Designated Area and the Block to accommodate issuance of this permit.

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 **221244**, 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: John Hunter
Santa Cruz County Planning Department
701 Ocean Street, 4th Floor
Santa Cruz CA 95060
Phone Number: (831) 454-3170
E-mail: John.Hunter@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. Comments & Correspondence (only if comments/correspondence are attached)

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: 221224

Assessor Parcel Number: 027-451-07

Project Location: 263 Harbor Beach Ct, Santa Cruz CA 95062

Project Description: Operate a four-bedroom residential vacation rental.

Person or Agency Proposing Project: John Diffenderfer & Christine Falsetti

Contact Phone Number: (408) 221-9011

- 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.

John Hunter, Project Planner

Date: _____

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 RM-6-D 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 R-UM 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 SARMAD, dated 07/12/2022.

- 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 5 (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. 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).
- N. 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.

- O. 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.

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 AICP
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:	<u> X </u> Inside <u> </u> Outside
Water Supply:	Santa Cruz Municipal
Sewage Disposal:	Santa Cruz Sanitation District
Fire District:	Central FPD
Drainage District:	NA

Parcel Information

Parcel Size:	6141.96 square feet
Existing Land Use - Parcel:	Residential
Existing Land Use - Surrounding:	Residential
Project Access:	Harbor Beach Court
Planning Area:	Live Oak
Land Use Designation:	R-UM (Urban Medium Density Residential)
Zone District:	RM-6-D (Multi-Family Residential in the Designated Potential County Park Overlay)
Coastal Zone:	<u> X </u> Inside <u> </u> Outside
Appealable to Calif. Coastal Comm.	<u> </u> Yes <u> X </u> No

Technical Reviews: None

Environmental Information

XX (if an environmental review document has been prepared, delete the table and include the following language referencing that document): An Initial Study has been prepared (Exhibit XX) that addresses the environmental review associated with this application.

Geologic Hazards:	Not mapped/no physical evidence on site
Fire Hazard:	Not a mapped constraint
Slopes:	0-15%
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

TRANSMITTAL FORM

Date: _____

To: Project File

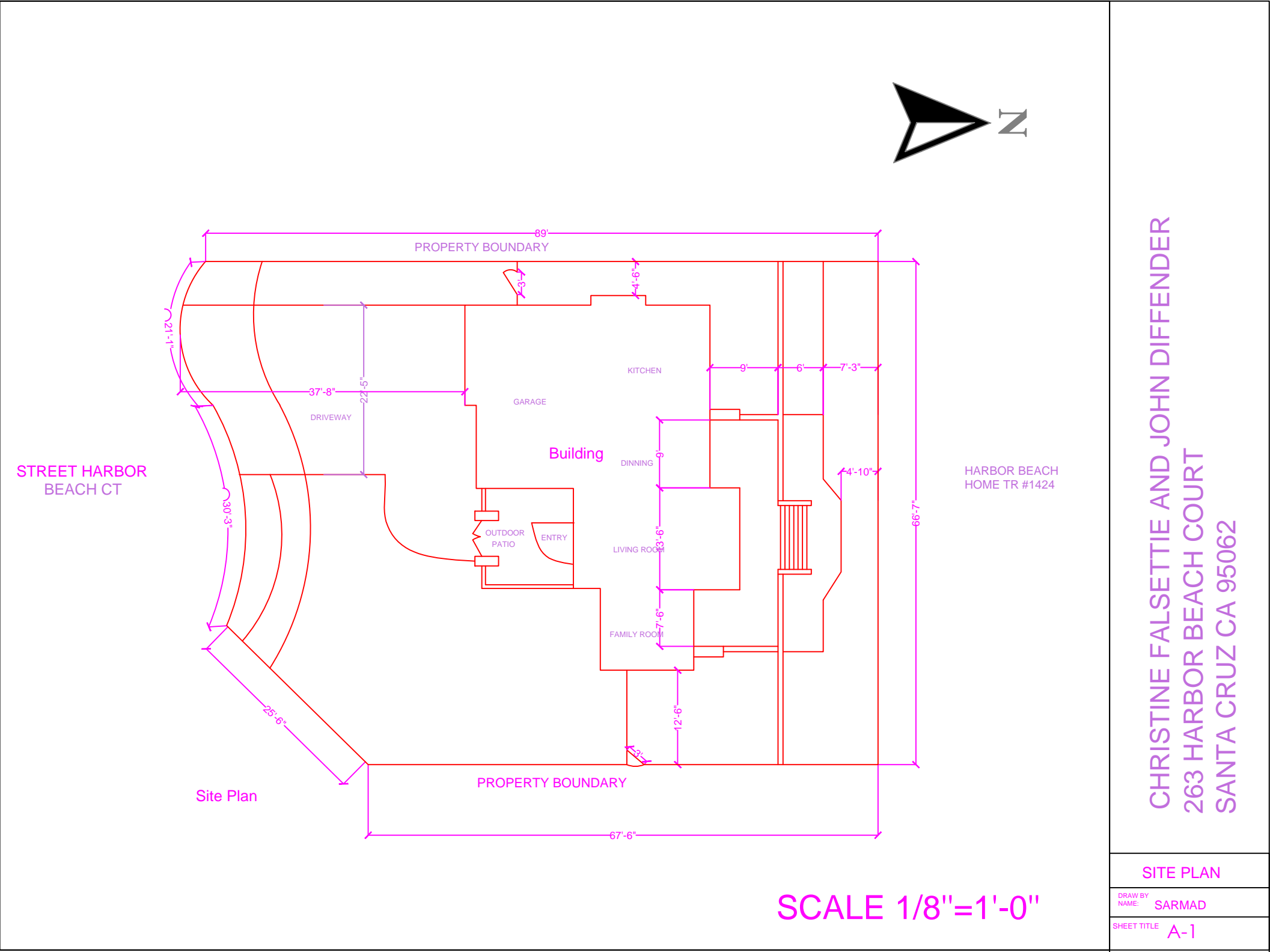
Project Planner: _____

Application #: _____

PLEASE COMPLETE THE ITEMS CHECKED BELOW:

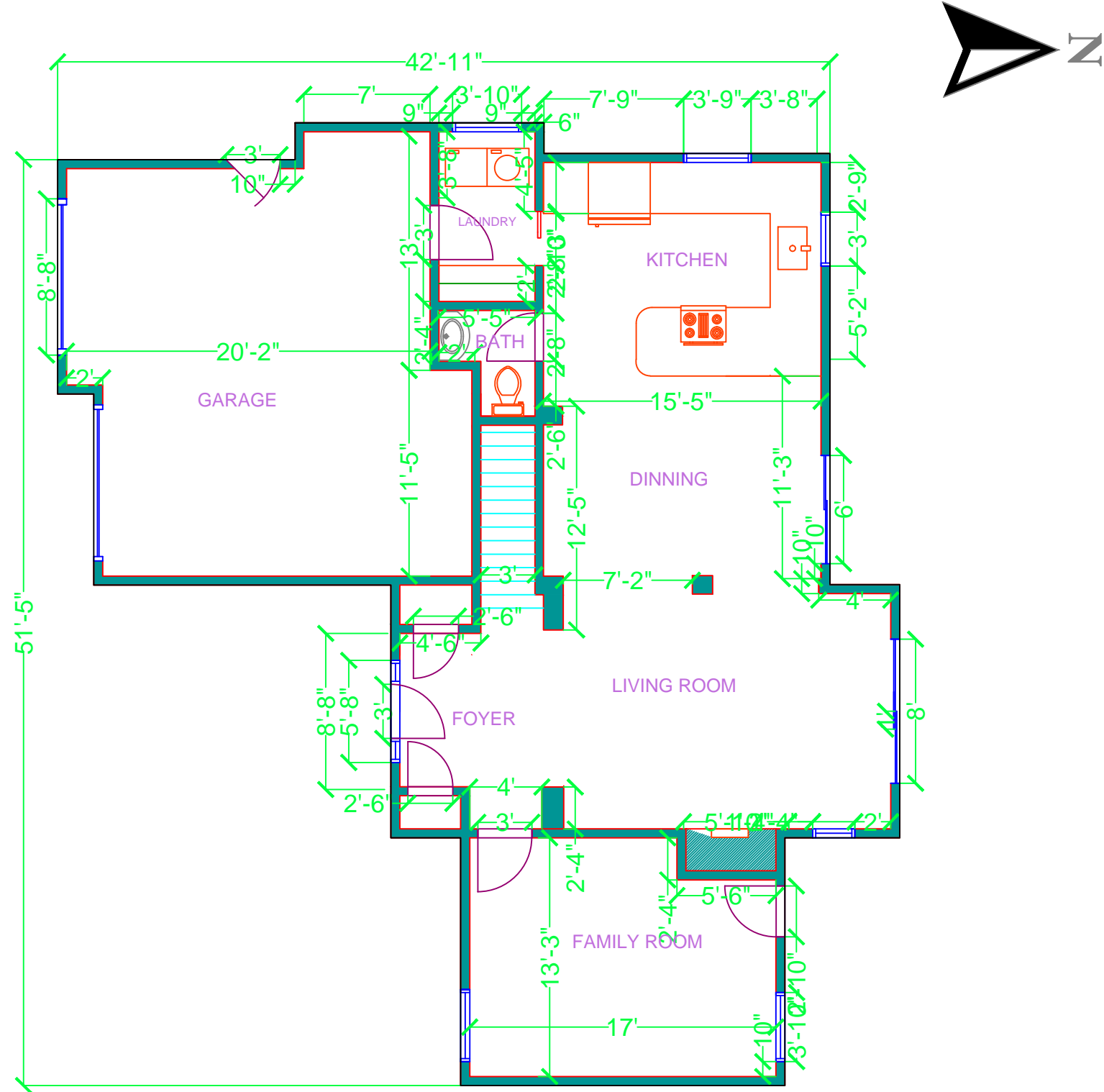
- ☐ Make ____ copies of the attached documents; distribute as follows:
 - ☐ Mail copies to: ☐ Applicant ☐ Owner ☐ Applicant/Owner (if same)
- ☐ Place copy of final staff report/conditions in the Project Listing by APN folder on the shared drive
- ☐ Send copy of CEQA notice to the Clerk of the Board:
 - ☐ Notice of Exemption (include copy of application form indicating COB fee payment)
- ☐ Special instructions:
 - ☐ Send attached exhibit(s) to:
 - ☐ Applicant ☐ Owner ☐ Applicant/Owner (if same)
 - ☐ Send attached recordable documents to:
 - ☐ Applicant ☐ Owner ☐ Applicant/Owner (if same)
 - ☐ _____
 - ☐ _____

Completed by: _____
(staff) (date)



CHRISTINE FALSETTIE AND JOHN DIFFENDER
263 HARBOR BEACH COURT
SANTA CRUZ CA 95062

SITE PLAN	
DRAW BY NAME:	SARMAD
SHEET TITLE	A-1
APN 027-45107	
2022-07-15	



SCALE 1/4"=1'-0"

CHRISTINE FALSETTIE AND JOHN DIFFENDER
263 HARBOR BEACH COURT
SANTA CRUZ, CA 95062

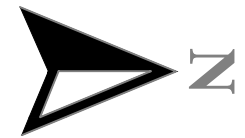
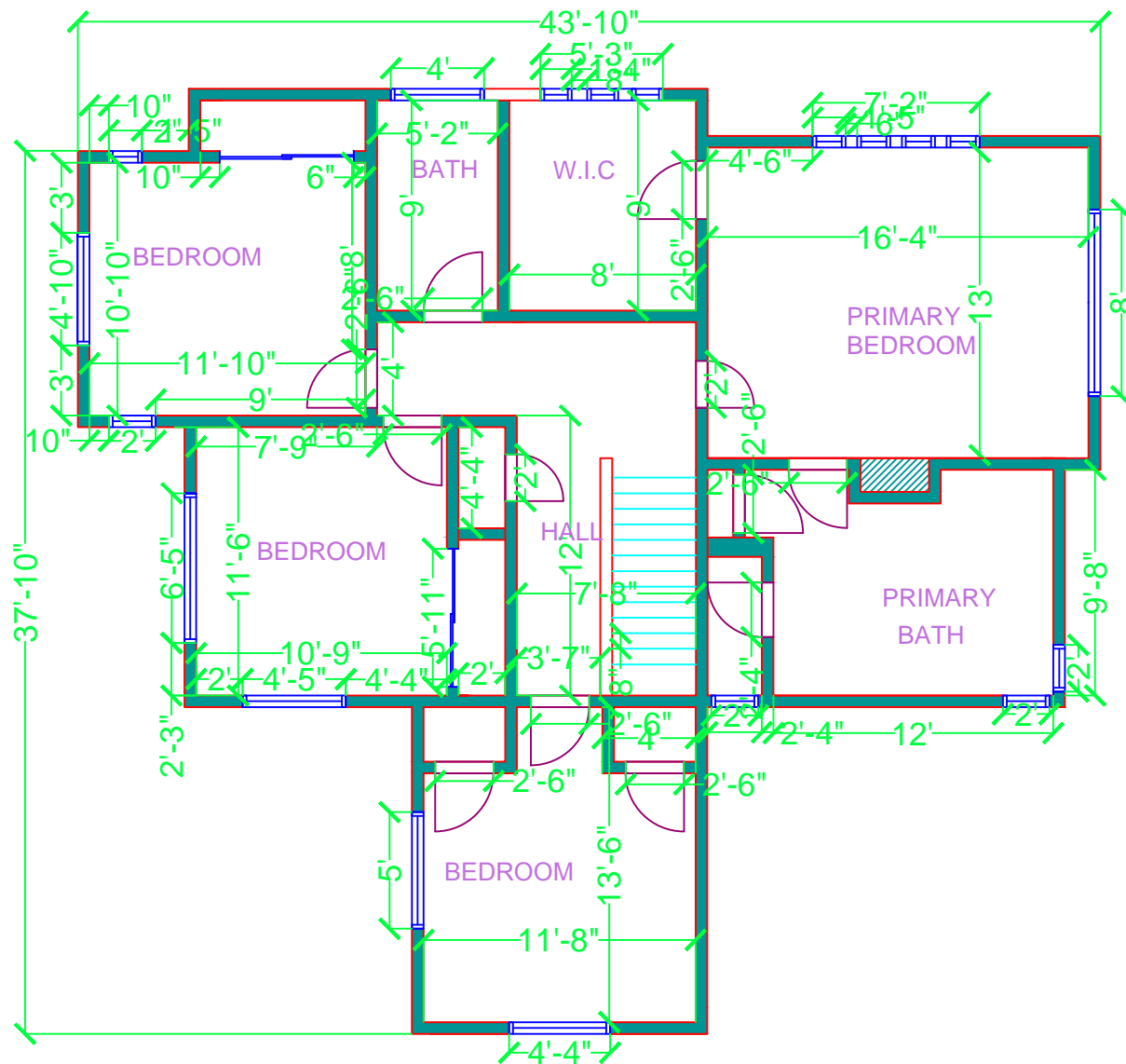
F.F PLAN

DRAW BY
NAME: SARMAD

SHEET TITLE A-3

APN 027-45107

2022-07-15



SCALE 1/4"=1'-0"

CHRISTINE FALSETTIE AND JOHN DIFFENDER
263 HARBOR BEACH COURT
SANTA CRUZ, CA 95062

S.F PLAN

DRAW BY
NAME: SARMAD

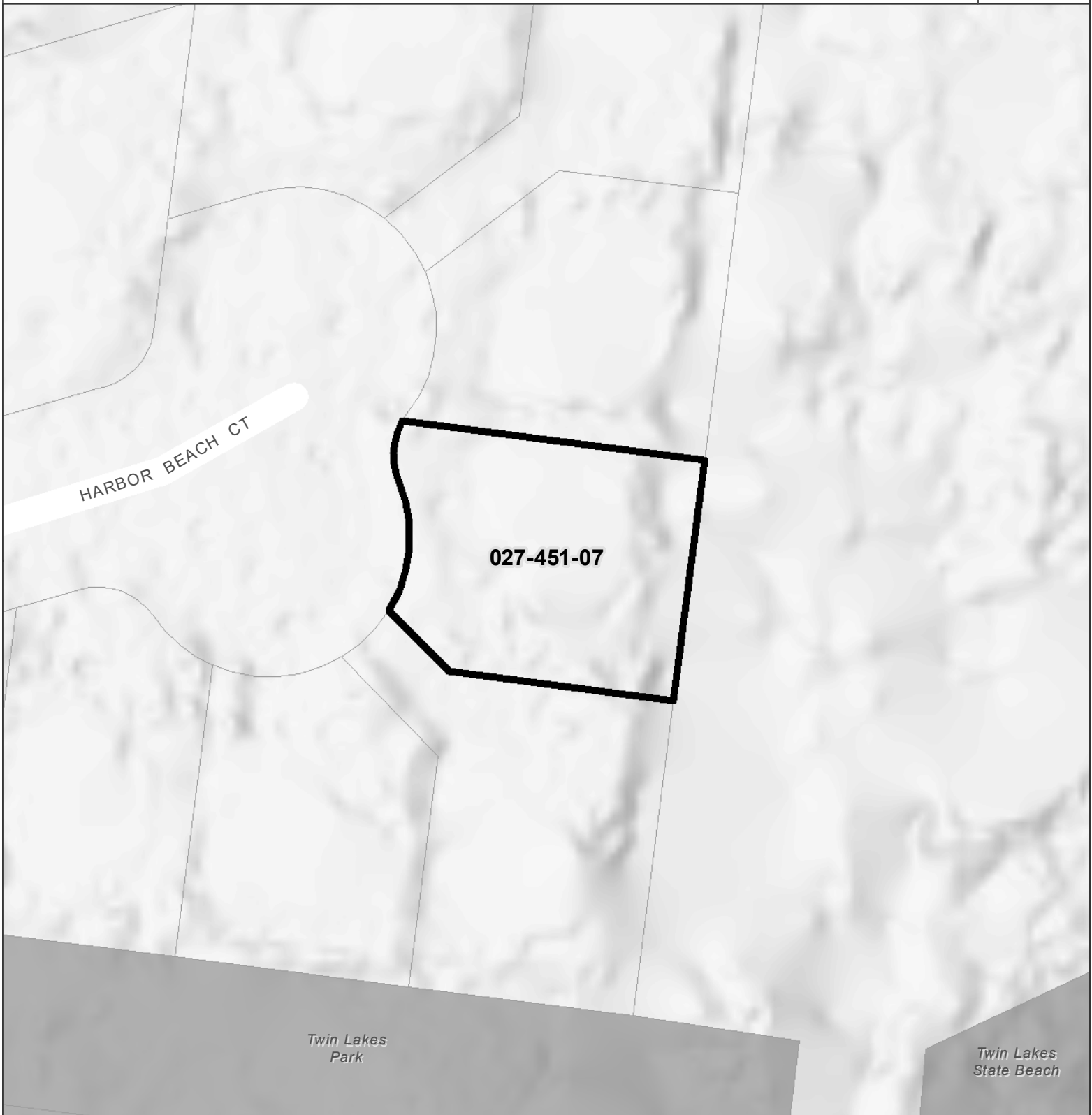
SHEET TITLE
A-3

APN 027-45107




2022-07-15



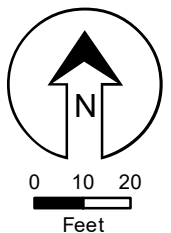
Parcel Location Map



Parcel: 02745107

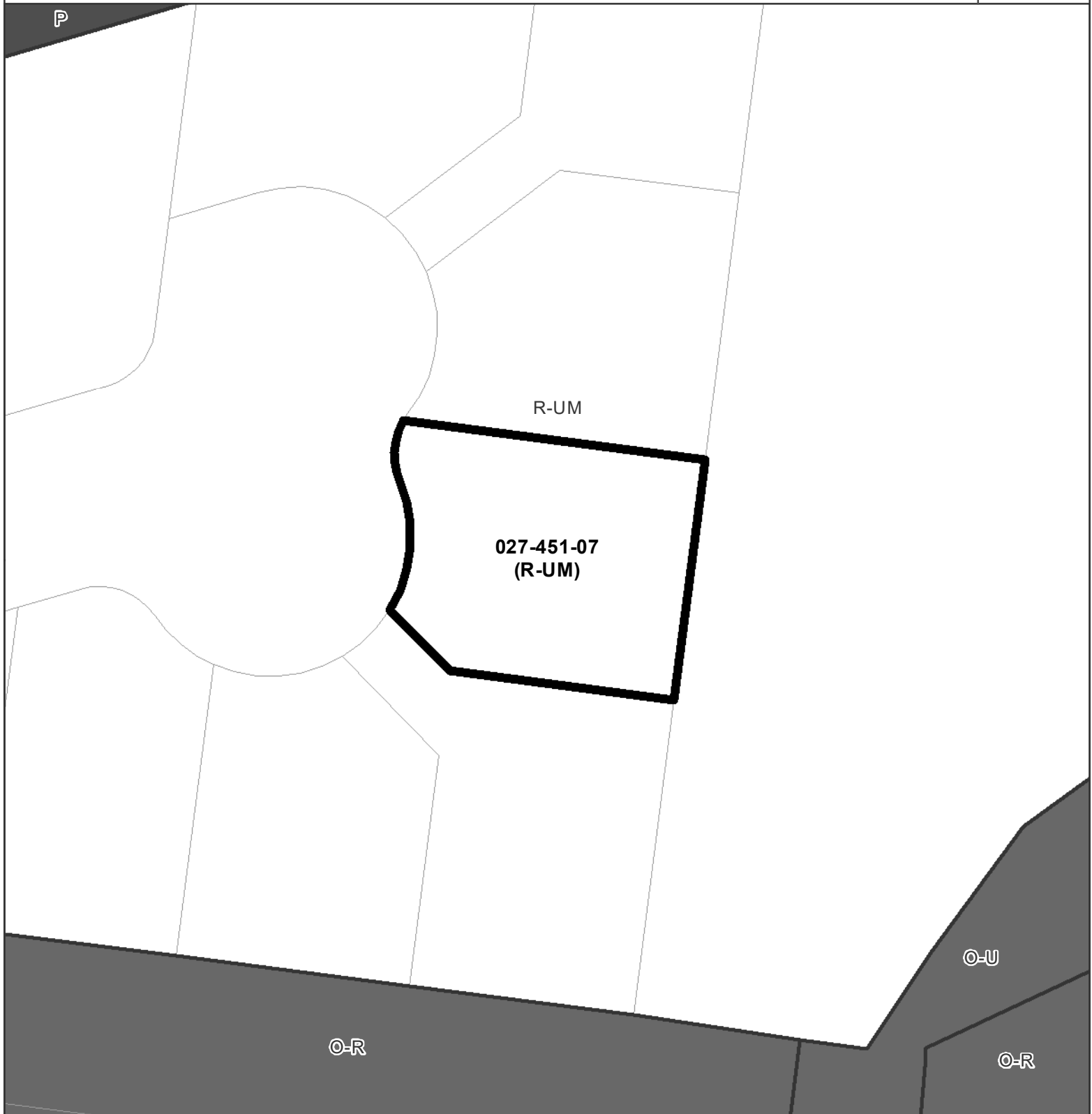
-  Study Parcel
-  Assessor Parcel Boundary
-  Existing Park


Map printed: 9 Dec. 2022

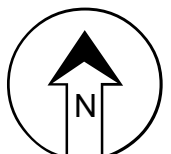




Parcel General Plan Map



-  O-R *Parks, Recreation & Open Space*
-  O-U *Urban Open Space*
-  P *Public Facilities*
-  R-UM *Res. Urban Medium Density*



0 10 20
Feet



Parcel Zoning Map



Mapped
Area

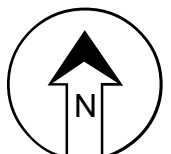
PF

RM-6-D

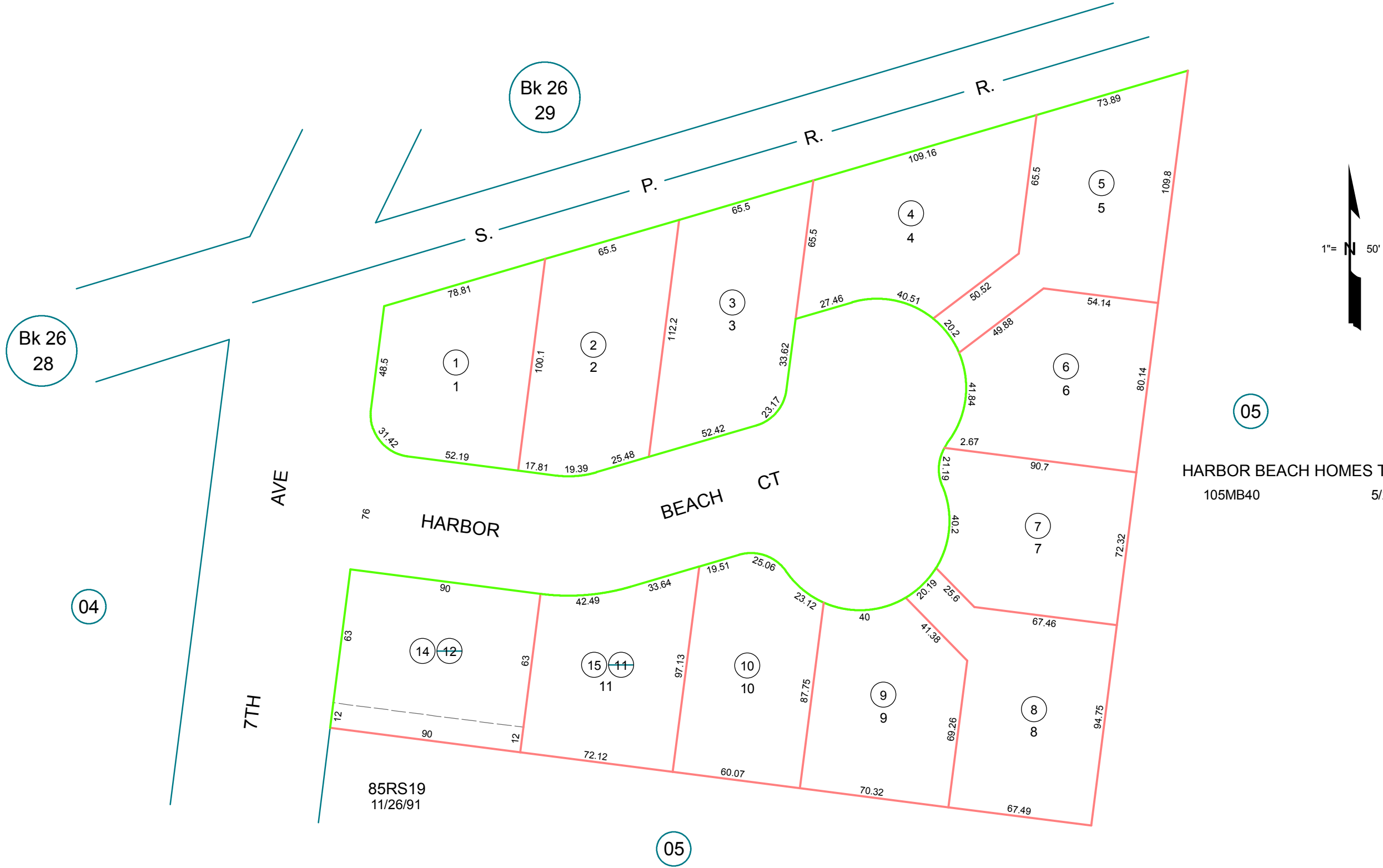
**027-451-07
(RM-6-D)**

PR

- PF *Public/Community Facilities*
- PR *Parks, Recreation, & Open Space*
- RM *Residential Multi-Family*



0 10 20
Feet



Electronically Redrawn 7/22/97 tw
Rev 11/8/04 mvm (Por from pg 27-05)
Rev 11/8/04 mvm (105MB40, 1-01 to 13)
Rev 2/1/06 mvm (5-0090106, LBA 1-14 to 15)
Rev 7/13/06 CB (Res # 63-2006, Acpt 1-13)

Note - Assessor's Parcel & Block
Numbers Shown in Circles.

Assessor's Map No. 27-45
County of Santa Cruz, Calif.
Oct, 1997

Parcel Information

Services Information

Urban/Rural Services Line:	<u> X </u> Inside <u> </u> Outside
Water Supply:	Santa Cruz Municipal
Sewage Disposal:	Santa Cruz Sanitation District
Fire District:	Central FPD
Drainage District:	NA

Parcel Information

Parcel Size:	6141.96 square feet
Existing Land Use - Parcel:	Residential
Existing Land Use - Surrounding:	Residential
Project Access:	Harbor Beach Court
Planning Area:	Live Oak
Land Use Designation:	R-UM (Urban Medium Density Residential)
Zone District:	RM-6-D (Multi-Family Residential in the Designated Potential County Park Overlay)
Coastal Zone:	<u> X </u> Inside <u> </u> Outside
Appealable to Calif. Coastal Comm.	<u> </u> Yes <u> X </u> No

Technical Reviews: None

Environmental Information

XX (if an environmental review document has been prepared, delete the table and include the following language referencing that document): An Initial Study has been prepared (Exhibit XX) that addresses the environmental review associated with this application.

Geologic Hazards:	Not mapped/no physical evidence on site
Fire Hazard:	Not a mapped constraint
Slopes:	0-15%
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): _____

Assessor's Parcel Number (APN): 027-451-07
(APNs MAY BE OBTAINED FROM THE ASSESSOR'S OFFICE AT (831) 454-2002)

Street Address: 263 Harbor Beach Court

Applicant Information (Complete only if different from Owner Information)

NAME : _____

MAILING ADDRESS: _____

CITY/STATE _____ ZIP _____

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

EMAIL: _____

Owner Information

NAME: John David Diffenderfer and Christine Marie Falsetti, Trustees of the Diffenderfer-Falsetti Trus

MAILING ADDRESS: 804 Lennox Court

CITY/STATE Sunnyvale ZIP 94087

PHONE NO. (408) _____ CELL PHONE NO. (408) _____

EMAIL: sc@kodacon.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: Melissa Kreisa

MAILING ADDRESS: 217 Ocean View Ave.

CITY/STATE Santa Cruz, CA ZIP 95062

PHONE NO. (408) 250-2224 CELL PHONE NO. (408) 250-2224

EMAIL: kreisa@yahoo.com

ELECTED/ PUBLIC OFFICIAL OR COUNTY EMPLOYEE INFO. PUBLICATION	
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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.**



 Owner of Rental Unit

07/11/2022

 Date

 Certified Home Inspector

 License #

 Date

 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

07/11/2022

Date

Easy Reference sheet for current rental/lease agreement of

263 Harbor Beach Court APN 027-451-07

As requested, following information is stated under the General Rules and Regulations Section of the Lease on **page 4 of 6 with line item reference numbers in brackets []**:

- **[Item 9]** The maximum number of guests that are allowed (2 per bedroom + 2 additional; children under 8 not counted).
- **[Item 10]** 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).
- **[Item 11]** 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).
- **[Item 5a]** Information regarding limitations on noise (quiet hours between 10:00 p.m. and 8:00 a.m.).
- **[Item 12]** Trash management (trash must be kept in closed containers and not allowed to accumulate).
- **[Item 4c]** Prohibition on illegal behavior including an explicit prohibition of ANY fireworks.

Villa Santa Cruz Vacation Rental

Agreement and Rules FOR AIRBNB GUESTS

**PLEASE READ CAREFULLY, FILL OUT, INITIAL EACH PAGE, SIGN AND
RETURN AT YOUR EARLIEST CONVENIENCE**

This vacation rental agreement is made between the Owner, also identified as VSC – VILLA SANTA CRUZ VACATION RENTAL and Occupant(s) also named as Responsible Party as described below. Regardless of the number of occupants described at the bottom of the page, the responsible party assumes responsibility for the number of people listed. **Note: The responsible party must be 25 years old or more to be accepted into this contract:**

Responsible Party Name _____

Home address _____

City, State, Zip _____

Email address _____

Home/Cell Phone number _____

Property: Occupant(s) rents for vacation purposes only, the furnished real property and improvements described as VILLA SANTA CRUZ 3 Bedroom house, located at 263 Harbor Beach Court, Santa Cruz, CA 95062.

The Term of this agreement shall be from Arrival Date: _____ **to Departure Date:** _____
Check in 4pm and check out – 10am.

Authorized use and guests:

It is our policy not to rent to responsible party occupant under the age of 25. Occupant (including small children, infants, and guests) is not to exceed the number of people listed below and or authorized by owner. If more than 8 persons are found to be occupying the temporarily leased property, this agreement must be terminated without refund. The premises are for the sole use as personal vacation residence by no other than the people listed below.

Occupancy of the premises is limited to the named responsible party above and his/her guests. For Owners insurance and security reasons, please list all people staying overnight at the premises including ages and relationship to you:

NAME	AGE	RELATION TO OCCUPANT:
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Resp. Party Occupant's Initials: _____

Guests, visitors or persons are allowed at any time at the premises without permission or previous authorization of owners as long as there is no overnight stay. If the premises are used by more or different persons than those identified here, then occupant, authorized guests and all others may be required to immediately leave the premises. Also, exceeding the occupancy limit as listed above can and will result in forfeiture of damage deposit followed (or not) by eviction and also forfeiture of all amounts paid. Lying or omitting about age to benefit a minor or to rent this location is considered unlawful and it is grounds for termination of this agreement with an immediate eviction and forfeiture of all amounts paid – including damage deposit.

Payments: Renter is the responsible party who agrees to the following payments as written or verbally previously discussed: payment to block and reserve dates is received by Airbnb and passed to VSC within 24hr after renter has checked in by Payment method chosen by host VSC. Renter must agree and follow the firm or non-refundable cancellation policy chosen by host as disclosed on Airbnb website.

General Note: Reservation is confirmed but it can be changed based on Rental Agreement information. Renter must abide the limitation on number of guests and agree with our rules and regulations prior to checking in.

Reservation Fee and Cancellation Policy: Firm or Non-refundable

Firm: Full refund for cancellations up to 30 days before check-in. If booked fewer than 30 days before check-in, full refund for cancellations made within 48 hours of booking and at least 14 days before check-in. After that, 50% refund up to 7 days before check-in. No refund after that.

Non-refundable: If you chose the non-refundable option—guests pay 10% less but can't be canceled for a full or partial refund.

- Cleaning fees are always refunded if the guest did not check in.
- The Airbnb service fee is non-refundable.
- If there is a complaint from either party, notice must be given to Airbnb within 24 hours of check-in.
- Airbnb will mediate when necessary, and has the final say in all disputes.
- A reservation is officially canceled when the guest clicks the cancellation button on the cancellation confirmation page, which they can find in Dashboard > Your Trips > Change or Cancel.
- Cancellation policies may be superseded by the Guest Refund Policy, safety cancellations, or extenuating circumstances. Please review these exceptions.
- Applicable taxes will be retained and remitted.

No refunds will be given due to unforeseen situations, we highly recommend you purchase travel insurance to be reimbursed for that under **TRAVEL INSURANCE**.

By Signing Below, I agree to all terms and conditions of this CANCELLATION agreement.

Sign _____ and I acknowledge that I have been made aware of travel insurance **and I have opted to purchase travel insurance directly or not have it.**

Either way, I acknowledge below:

Sign _____

DAMAGES:

Renter (you) authorizes Airbnb and /or VSC to collect \$250 (or more, if necessary) from a credit card provided for **damages caused and/or found during or upon your departure.**

If you fail to notify the owner of existing problem, you will be held responsible for the damage.

Resp. Party Occupant's Initials: _____

Here are some examples of situations that will incur damage collected:

1. damage is done to premises and/or furniture, beyond normal wear and tear;
2. the premises are not left in a reasonably good and clean condition;
3. keys or garage remotes are not left behind;
4. house is not left locked with window(s) and/or doors closed;
5. Electronics and/or appliances are found broken or missing parts, or not in good condition;
6. there was an early check-in or late check-out not previously authorized by owners;
7. there was a noise violation (see noise violation policy);
8. items were missing and/or broken during your stay (pots, pans, towels, décor items, linens, pillows, blankets, kitchen goods, etc.) ;
9. number of people accessing/visiting the apartment exceeds the number of persons authorized by the owner;
10. Pets were present during your stay;
11. Smoking, chewing, or vaping anywhere on site;
12. Any illegal activities occurred during your stay.

Owner will enter the premises to recount inventory and shall inform occupant by phone, text, message, or email if any discrepancy is noticed. Occupant should respond to the best of his/her knowledge about any inquiry. Owner shall then furnish occupant an itemized statement indicating the amount of any damage collected and the basis for its disposition. The damage collected will be taken from your credit card on file or you file a claim with your Travel Insurance. Your acknowledgment of the situation is the approval. No signature on credit card slip is required. Owner shall run the credit card in the amount described as “total amount damage approved”.

I authorize Villa Santa Cruz and its owners to charge partially for payment described above. I am the responsible occupant and I acknowledge that it could take up to 6 months for complete repair. If VSC is unable to process my payment, I will be responsible for an alternate payment arrangement and any resulting processing fees. No actual signature on merchant receipt is necessary to abide by these terms. By signing this document on the last page of this agreement, I acknowledge that my signature matches with the ID, and that I am the responsible party and cardholder. If this is a corporate card, extra documentation should be provided to fulfill this agreement.

Late Check-out:

Check-out is 10 am. Occupant agrees that there shall be no later departure without prior approval. Late checkouts without approval will be charged \$25 per quarter of hour. Approved late checkouts rate will be \$100 per hour – otherwise, previously negotiated with owner. Any money due to owner after occupant has left the premises if caused by late check-out will be taken as damage approved.

Cleaning:

The premises are delivered to the occupant in a professionally cleaned condition. Occupants are required to check the place for cleanliness and to report within 24 hr. if any discrepancy is noticed or the occupant accepts the rental property upon arrival as described on the website. Occupants agree there will be no refund or rent money no claim or recourse against the owner. Owners are not responsible for the personal perception of cleanliness.

Upon termination of occupancy, the occupant will deliver the premise in a reasonably clean condition otherwise an appropriate charge will be deducted as damage approved. Beds don't need to be made. Floors don't need to be swept. However, upon termination, we do ask that the bed sheets be stripped and all linens and towels are placed in the washing machine with the washing machine started to avoid any extra laundry fees. We also ask occupants to please throw away the trash, re-organize kitchen inventory and place your dishes inside the dishwasher. Trash is picked up

Smoking:

Smoking is **not** permitted inside the premises at any time. In addition, we request not to touch or attempt to remove our smoke detectors under any circumstances. If repair is necessary, owners must be informed. Notice of this violation may result in a fee of \$2,500.00 as damage approved. If smoking is necessary, we strongly advise that you do it outside **ONLY** and at least 30 feet from the property line. Also, note that you must keep the doors and windows closed to avoid smoking from coming into the premises – otherwise, a fee of \$2,500.00 will be collected and used to deodorize the entire unit. We must keep the premise odor free in consideration of our next guest.

Resp. Party Occupant's Initials: _____

General Rules and Regulations:

Occupant agrees to comply with all rules and regulations listed in this rental agreement, posted on the premises, or delivered to the occupant.

1. Under NO CIRCUMSTANCES is lighting candles in or outside the premises allowed;
2. Occupant agrees to assume all risk of damage to any and all personal property on the premises, including household furnishings and beach toys. If damages happen, a damage collected amount shall be issued upon estimates of the damage. The occupant agrees to pay for the additional expenses associated with repair or replacement.
3. Owners are not responsible for items left behind upon departure. If owners are asked to send items from guests, occupant is responsible for full payment of shipping and handling fees (USPS or UPS quotes);
4. Occupant shall ensure that guests shall not: disturb, annoy, endanger, or interfere with its neighbors; use the premises for any commercial or unlawful purposes, violate any law or ordinance, or commit waste or nuisance on or about the premises;
 - a. Trash management (trash must be kept in closed containers and not allowed to accumulate).
 - b. Any and all illegal behavior is prohibited.
 - c. Use of ANY fireworks is explicitly prohibited.
5. At all times, during the rental term, occupant and guests shall conduct themselves in a manner that does not unreasonably disturb their neighbors or behavior that constitutes a breach of peace. Occupant or guests shall not make or permit any disturbing noise in or outside the premise that will interfere with the rights, comfort, or convenience of other residents/neighbors;
 - a. Quiet hours between 10:00 p.m. and 8:00 a.m. are strictly enforced.
6. Profane, obscene, loud, or boisterous language or unseemly behavior and conduct are absolutely prohibited at any time.
7. The occupant agrees to not permit anyone in his/her party to do anything that will annoy, harass, embarrass, or inconvenience any neighbors;
8. Owner or owner's crew member may enter the premises immediately in the event of an emergency or noise disturbances; however, not to fix or show a prospective renter without renter's acknowledgment.
9. The maximum number of guests that are allowed (2 per bedroom + 2 additional; children under 8 not counted).
10. The maximum number of people that are allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m. is no more than twice the maximum number of paid guests allowed.
11. The maximum number of parked vehicles on-site allowed is 2, plus one non-exclusive parked vehicle on the street where available.
12. Trash must be kept in closed containers at all times and is not allowed to accumulate. Trash pickup is every Tuesday morning at the curb.

Noise Violation Policy:

Our noise violation policy is primarily concerned with ensuring proper conduct and adherence to rules above. In this case, first offense will result in a warning from owner; second offense will result in a written warning notice including a penalty of \$ 1,500 to be immediately taken as damage collected. If there are more than 2 noises violations or if the police department is called by neighbors, or owner, to control noises from this premise, the owner has the right to cancel the rental agreement resulting in immediate eviction of occupant and all guests as well as forfeiture of all amounts paid plus penalty of \$ 2,500. Also, police fee is to be paid by occupant. Occupant agrees to respect the quiet hours between 10pm-8am. Owner is not responsible for noises or smell(s) in surrounding areas of the premise (including but not limited to ocean noise, equipment, neighbor's doors, people's voices, screaming, walking, footsteps, cars, trucks, motorcycles, or music).

Complaints and Maintenance:

If there is a maintenance problem, VSC owner will attempt to repair the problem as soon as possible after being notified. If owner was never informed and occupant decides to take matters on his/her own, no refund or rate adjustment shall be made for it. Also, no refund or rate adjustment shall be made for unforeseen mechanical failures such as supply of electricity, cable, internet service, television, tub/shower features, appliances, dryer, washer, etc. However, the owner will make a reasonable effort to immediately solve problems of this nature when notified even if renter is not at the premises anymore. Occupant agrees to notify owner immediately of any necessary repairs or unsafe conditions of any kind on the premises. Owners are not responsible for personal perceptions or disappointments with the building in general (including but not limited to outside or inside: walls, walkways, decor, unfinished interior, location, furniture and its places, appliances, and its brands, etc.) or anything that falls under personal perception or expectations. If not described on the website or previously asked to owners, renters agree to accept the house as is. Owner is not liable for things that weren't promised or advertised on the website or as part of this agreement. No refund, discount or rent monies adjustment will be made for personal dislikes. If occupant breaks or takes anything from the unit, occupant is responsible for payment of replacement (equal or higher brand/ value) which shall be taken as damage to be collected. If renter decides to change the lock code initially provided, renter should return to its original code (the one initially provided) before departure. If owners can't get access to the lock for any intentional or unintentional reason, owners will have to

Resp. Party Occupant's Initials: _____

break the lock and renter will be responsible for its replacement.

Resp. Party Occupant's Initials: _____

Violence/ Weapons:

Acts of violence or threats of violence, including but not limited to brandishing weapons or the unlawful discharge of firearms, on or near the property will not be tolerated. The occupant agrees that violation of this provision by himself or his guests will be cause for immediate termination of the rental agreement resulting in immediate eviction of occupant and all guests as well as forfeiture of all amounts paid plus damage fine of \$ 2,500 dollars.

Illegal Activity:

Premise may not be used for any activities in violation of local, state, or federal laws of California, insurance rules and regulations. If owner observes any activity of suspicious nature on the part of occupant or any of his guests, the police will be informed and the activity may be cause for immediate termination of rental agreement with possible prosecution. It will also be resulting in immediate eviction of occupant and all guests as well as forfeiture of all amounts paid plus damage fine of \$ 2,500 dollars.

Personal Property and Injury:

Occupant and/or their guests' personal property, including vehicles, are not insured by owner against loss or damage due to fire, theft, vandalism, water, or any other cause. Owner does not insure against personal injury to occupant or guests. The owner is not responsible for any accident, injuries or illness that occurs while in the premises. Owner is not responsible for the loss of personal belongings or valuables of the guests while they are in or not in the premises. Owner shall not be liable to occupant, occupant's guests or visitors or any other person. Occupant shall not hold owner harmless and indemnified from and against all loss or damage occasioned by misuse or abuse of any part of premises and from or against any omission, neglect or default of occupant, his guest, licensees, or invitees.

Transient Occupancy:

Occupant is renting the premises as a transient lodger for the number of days listed in the contract. Owner retains full legal, possessor and access rights at any time especially upon emergencies, or if owner understand that tenant needs to be contacted in person.

Communication:

In order to respect the privacy of the renters during the booked period, owner chooses to contact (and be contacted) by text message, email and/ or telephone primarily; if renters wish to talk to owner in person (or vice-versa), the attempts can be upon agreement and availability of owner;

DISCLOSURE:

PLEASE BE ADVISED THAT IN ORDER TO SECURE AND VALIDATE THIS RENTAL AGREEMENT, YOU MUST RETURN THE ENTIRE DOCUMENT AT YOUR EARLIEST CONVENIENCE.

ALSO, UNTIL PAPERWORK HAS BEEN RECEIVED AND APPROVED BY VSC, RESERVATION CAN BE CHANGED AND CONFIRMATION CANCELLED.

IT'S VSC DISCRETION TO REQUEST FURTHER PROOF OF IDENTIFICATION, DOCUMENTATION AND PAYMENT FOR INCURRED EXTRA FEES DUE TO PARTICULAR REQUESTS OR EXTRA GUESTS, INCLUDING UNAUTHORIZED PETS OR ANY DAMAGES INCURRED.

Resp. Party Occupant's Initials: _____

Accepting our Rental Agreement Terms:

I have read and I understand and accept ALL terms and conditions of this agreement. If any dispute arises during, before or after my stay, Airbnb will be involved to mediate the issue on first instance; however, VSC is still entitled to commence formal proceedings to recover damages for the breach of contract including legal fees incurred in doing so.
By signing below, I acknowledge and accept the terms described on pages 1-6 of this agreement:

Occupant's Signature

Printed Name:

Date:

If any questions arise before, during or after you are vacationing with us, please don't hesitate to contact me at:

Christine Falsetti
Villa Santa Cruz
408-219-7522
Email: sc@kodacon.com

Dear Mr. Hunter,

I'm in receipt of your "CMA" Notice of Pending Action regarding the above referenced property.

It is my understanding from Notice the approval of the above reference application will proceed on 10/23/22 regardless of any violations; but I can address those violations with the applicant representative(what happened to anonymous reporting of violations) and the Planning Department website.

After checking the website listed on your notice the place for lodging a complaint is as easy to locate a list of approved vacation rentals.(non- existing).

Thank you,

Archie Webber

141Harbor Beach Court

Santa Cruz, Ca.

(831)588-6538

RE: APPL.# 221224

263 Harbor Beach Ct. Vacation Rental Permit

As a 13-year resident of Harbor Beach Ct. I have been privileged to live on what I consider to be amongst the finest streets in Santa Cruz. We enjoy a quiet neighborhood with what I feel is a great quality of life. I am proud to call many of my neighbors friends and am lucky to live here. We socialize, lend help and generally watch out for each other. In other words... a nice family neighborhood.

Obviously, I am not keen on having one of the houses be a short-term rental. While I understand certain people's needs to rent their house for a plethora of reasons, I personally don't want to see the constant churn that short term Air BnB/VRBO brings with it. It is one thing to have long term renters (which we have had in the past and presently have, with few negative issues) but quite another to have different people on a day to day basis.

In closing I would like to say that I was somewhat surprised to get this Notice of Pending Action being that the house in question has already been rented out numerous times. I am hoping that moving forward the owners will follow all rules and regulations to the extent that this planning commission puts forth.

Sincerely,

Keith Adams