



PDH April 8, Agenda item 9 / DRC2015-00073

Jeff Edwards to: nretana

04/05/2016 08:09 AM

Cc: CAMERON TAYLOR-BROWN, Hutton Taylor, Zach Taylor,
"Cindy's Yahoo"

4 attachments



1736 Pacific Ave. Findings to Support Distance Modification.doc



1736 Vacation Rental MANAGEMENT AGREEMENT.doc



1736 Pacific GUEST Rules & Policies.docx



1736 Pacific Ave. Parking Exhibit.docx

Good morning Nicole,

Attached please find additional information for the record in connection with the above referenced application. The attachments include revised Findings to support approval dated April 2, 2016, a draft management agreement between a professional property management company in Cayucos and the property owner, including a list of Rules and Policies. Lastly, four ground level photographs depicting parking availability for a minimum of four vehicles off-street at 1736 Pacific Ave.

Please let me know if you have any questions.

Thank you,
Jeff Edwards

Julie Tacker
Administrative Assistant

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April 2, 2016

1736 Pacific Avenue, Cayucos, DRC2015-00073

**Findings to Support Approval of the Request for Modification of the Location
Standard for Authorization of a Residential Vacation Rental at 1736 Pacific Ave.**

- 1) The home is accessed from Pacific Avenue. Pacific Avenue is an 80 ft. right-of-way and is an urban collector street. The topography is flat and visibility for vehicular and pedestrian traffic is excellent. There are ample travel lanes with a large paved road section to accommodate pedestrian and bicycle traffic. Pacific Avenue and the side streets provide good circulation patterns and there are no dead end streets limiting access and circulation for the neighborhood. Access to HWY 1 is easy.
- 2) The single-family residential neighborhood is not overly dense and the lot patterns and sizes (3000-6000 sq. ft.) are typical for the community of Cayucos. The subject property generally exhibits the same site characteristics as the overall neighborhood, including lot size at approximately 5,432 square feet in area.
- 3) The traffic anticipated from the use of the residence as a vacation rental is the same level of traffic as an owner or tenant occupied home. ITE Code-Land Use #210-Single Family Detached (a), number of vehicle trips per residential dwelling unit of 9.52 ADT.
- 4) There are four (4) onsite parking spaces available at the subject residence. The available parking should be adequate for purposes of accommodating vacation rental guests. With a maximum of ten (10) occupants and 2.5 persons per vehicle on average, the result is four (4) parking spaces. Given the width of Pacific Avenue there is additional on street parking that is available for guests and other beach goers.
- 5) The orientation and design of the beachfront subject property is particularly conducive for use of the home as a vacation rental. The lot in question projects out overlooking the bluff well beyond the adjacent properties on both sides, so that the living room windows are oriented towards the ocean and not the neighbors. There is a private interior courtyard that is a well located outdoor use area for bar-b-ques, etc. There is also well established vegetative screening, so that activities in the courtyard should not affect the neighbors.
- 6) Given the subject property is oceanfront; many guests will be recreating on the beach and will generate less activity and noise at the residence itself.

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- 7) The subject residence is special and remarkable because of its historical and architectural interest. It was designed by George Nagano, a well-known local architect. Other Nagano designs include a law office on Santa Rosa Street in San Luis Obispo, a Buddhist Temple near Avila Beach and a six unit multi-family residential project in Cayucos. Built in 1966, the home features liberal use of redwood inside and out.
- 8) The oceanfront location is unique in that the wave action creates a certain ambient noise that continues 24 hours, seven days per week. The larger wintertime surf can exceed 85db. This background noise, even with smaller summertime surf has the practical effect of permanently mitigating any noise impacts emanating from the subject residence on adjacent and nearby homes. For context, at 70db, summertime surf is twice as loud as normal conversation, which is 60db.
- 9) The beachfront location offers a very high degree of access to recreational opportunities such as surfing, boogie boarding, fishing, walking, kayaking, paddle boarding, jogging and more. A vacation rental at the subject location provides an extraordinary visitor-serving opportunity that offers the public access to an uncrowded California south-facing coastline where, on a busy day there are dozens of people, not hundreds or thousands.
- 10) There are several vacation rentals in the immediate neighborhood, including two within 80 feet of the proposed vacation rental. The closest vacation rentals are located at 1698 and 1702 Pacific Avenue. These two rentals have been in operation as a residential vacation rentals since the mid-1980's. To date, these vacation rentals have been operating in a manner that is compatible with the character of the surrounding residential neighborhood. There does not appear to have been any complaints, code violations or enforcement cases. Consequently, approval of the modification to the location standard would not add to any existing neighborhood compatibility concerns associated with neighboring vacation rentals. Art Trinidad, Supervisor of County code enforcement staff, indicated the great majority of issues his office handles are those complaints from illegal vacation rentals and those licensed rentals not managed by a professional company.

MANAGEMENT AGREEMENT

1736PAC, LLC, "Owner" agrees to employ Cayucos Vacation Rentals Inc. "Agent" the exclusive right to rent, lease, operate and manage the property known as 1736 Pacific Avenue in the town of Cayucos, County of San Luis Obispo, State of California, for a period of five years commencing May 1, 2016 and terminating at midnight April 30, 2021 upon the following Terms and Conditions, provided, however, that either party hereto may terminate this contract as of May 1st during any year of the term hereof, by giving to the other party not less than 60 days written notice on an intention to so terminate. If contract is not terminated, upon expiration this agreement shall become a month to month contract. All other terms and conditions shall remain in full force and effect.

1. AGENT SHALL:

- a) Advise the availability of the property "for rent" and use diligence in the selection of prospective tenants: and to abide by all fair-housing laws.
- b) Negotiate leases on terms established by Owner. Lease periods will not exceed 30 days.
- c) Collect rents, security deposits, and all other receipts connected with the property, and to deposit it in a trust account with a qualified banking institution.
- d) Provide all services reasonable necessary for the proper management of the property including periodic inspections, supervise and discharge all independent contractors required in the operation and maintenance of the property.
Compensation will be approved by Owner.
- e) Contract for repairs or alterations at the cost to Owner not to exceed \$100 for any one item except monthly or recurring operating charges and emergency repairs in excess of the maximum if in the opinion of the Agent such repairs are necessary to protect the property from damage or prevent damage to life or to the property of others or to avoid suspension of necessary services or to avoid penalties or fines or to maintain services to the tenants as called for in their contract.
- f) Execute service contracts for utilities and services for the operation, maintenance and safety of the property, as Agent deems reasonably necessary. The terms of any such contract will not exceed twelve months and the amount payable each month will not exceed \$100 without the prior written approval of Owner.
- g) Pay from gross receipts all operating expenses and other such expenses as may be authorized by Owner.
- h) Submit monthly statements of all receipts and disbursements no later than the 7th day of the following month.
- i) Comply with the Residential Vacation Ordinance, including section 23.08.165 subparagraphs d. through and including subparagraph o.
- j) Other: _____

2. OWNER'S OBLIGATIONS: Owner agrees to pay Agent compensation for services rendered as follows (Agent's compensation is due and payable on demand and will be deducted by the agent from gross receipts):

Compensation for Management Services:

_____ % of daily or weekly rents.

_____ % of gross monthly collections.

Owner shall secure all necessary permits authorizing the operation of a vacation rental property pursuant to Coastal Zone Land Use Ordinance section 23.08.165 subparagraphs a. through and including subparagraph c.

3. OWNER FURTHER AGREES:

a) To indemnify and hold Agent harmless from any and all costs, expenses, attorney fees, and damages from, or arising out of, the management of the property by Agent or the performance or exercise of any of the duties, obligations, powers, or authorities granted in this Agreement except where the damage is legally due to the negligent or intentional misconduct of the Agent.

b) To carry, at owners expense bodily injury, property damage and public liability insurance with customary limits for the like property. The policy will be written on a comprehensive general liability form. A Certificate of Insurance must be furnished to Agent.

c) To assume full responsibility for the payment of any expenses and obligations incurred in connection with the exercise of Agent's duties set forth in this Agreement.

d) To deposit with Agent the sum of \$ _____ as an initial operating reserve and to cover any excess of expenses over income within ten (10) days after a request by Agent. Agent may terminate this Agreement immediately if the request for additional funds is not paid. Owner understands that Agent is under no obligation to advance its own funds for payment of Owners operating expenses.

4. NOTICE. All notices and demands will be in writing and delivered either by personal delivery, overnight courier or facsimile transmission with the original subsequently delivered by other means or by certified mail, postage prepaid. In the event of mailing delivery will be deemed to have been made on the third (3rd) day following the day of the mailing. Other notices will be addressed as set forth in the signature blocks.

5. ATTORNEY FEES. In any action or proceeding involving a dispute between Owner and Agent arising out of this Agreement, the prevailing party will be entitled to receive from the other party a reasonable attorney fee to be determined by the court or arbitrator.

6. TIME. Time is of the essence of the Agreement.

7. ENTIRE AGREEMENT. This document contains the entire agreement of the parties and supersedes all prior agreements or representations with respect to the property, which are not expressly set forth. This Agreement may be modified only in writing signed and dated by both parties.

8. ADDITIONAL TERMS.

The undersigned acknowledge that they have thoroughly read and approve each of the provisions of this Agreement on this date of _____, 20_____

Owner _____

Address _____

Phone _____ Social Security # _____

Agent _____

Address _____

GUEST SERVICES – Rules and Policies

Each home has a maximum occupancy. The County Ordinance for maximum occupancy rule is 2 per bedroom plus 2; i.e. a 2 bedroom home will sleep 6 max, a 3 bedroom 8 max and so on. If you exceed the maximum allowed number of people for the property rented, you will be removed from the property immediately with no refund. There are no tents, campers, RV's, motor homes, trailers, or any extra sleeping accommodations allowed on the property, to include driveways and yards. All parking is to be on site.

Tenant shall not disturb, annoy, endanger or interfere with neighbors nor use the premises for any unlawful purposes, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises. Tenant agrees to keep the premises in a good repair and upon termination of the tenancy to return the premises to property manager in a condition identical to that which existed when Tenant's took occupancy except for ordinary cleaning. Notify property manager of any defects in and about the premises.

Minimum Age: You must be at least 25 years old to make a reservation.

Nightly Minimums: Our summer (mid-June to September) is typically a week minimum stay with start days of Friday, Saturday or Sunday. Homes have been predetermined and are set that way. Off season starts after Labor Day and right before Memorial Day and is typically a two night stay excluding major holidays.

CANCELLATION/CHANGES: A 60-day notice must be given prior to your arrival date for your prepayment to be refunded less the non-refundable cleaning/processing fee. If you choose to shorten your stay, no credit will be refunded unless 60 days prior to your arrival date. If you choose to move properties/dates, there is also a 60-day notice required and could result in a fee.

PAYMENTS: Please see due dates on your reservation letter. All reservations require a prepayment within 10 days of making your reservation. We accept checks or credit cards (Visa, Master Card or Discover); we do prefer your first payment to be check form made out to Cayucos Vacation Rentals Inc. Your balance which is due 30 days prior to arrival can be made with your credit card or check.

Cleaning/Processing Fee: Is non-refundable. Linens and bath towels are provided and a starting supply of paper products will be supplied. We do not supply personal items such as soaps, shampoos, etc. All homes are privately owned, furnished and are supplied with sheets and towels.

Taxes: There is a 12% charge. 9% county occupancy tax, 2% county assessment and a 1% TMD charged to all reservations less than 30 day stays. This also includes cleaning/processing fees, and pet fees.

Security Deposit: We offer a Security Deposit Protection (SDP) this is a \$40 non-refundable fee. The SDP covers you up to \$3000 worth of accidental damages/breakage. With the SDP we do all the work. If an accident occurs during your stay just let us know when it happens or upon check out and we will do the work to correct the problem. If you do not want the SDP we require a \$2000 refundable deposit in the form of check or cash only. The security deposit is due with the first payment. The refundable deposit will be refunded within 21 days of departure as long as the home is left free from breakage, damages, extra cleaning and theft.

Check in time is 4:00 pm. Check out is 11:00 AM. You must return the keys to the office, located at 177 North Ocean. If someone else needs to pick up the key to the rental unit, you must notify us with their name so we have them on record and they will be authorized to pick up the keys. The person picking up a key must be 25 years of age or older. You will still be required to come to our office and sign the contract and pick up the second set of keys. If you arrive after office hours you can come in the next day and sign the contract then. We are open 7 days a week.

Pets & Smoking: Pets are not allowed in the units or on or around the premises of the rental unless stated otherwise. Smoking is also not permitted. If evidence of pets or smoking are found a \$500 cleaning fee will be charged to your credit card, or withheld from your security deposit. Please do not sneak pets into the rental units. There are many people out there that are allergic to pets and rent homes because they are not pet friendly. We kindly ask you to please follow our policies on pets and smoking in the home.

No special events or gatherings can take place on the premises of the rental, this equates to NO PARTIES. This is a county ordinance that we must follow. This includes weddings at the house, weddings in front of the house on the beach, rehearsal dinners, family reunions, dinner parties and bachelor parties. Any kind of gathering that is going to be over the maximum stated occupancy is not allowed. If you are having friends visit for the day and not spending the night that is of course allowed and welcomed, but they must follow the parking restrictions. County Ordinance 23.08.165 States: Section I-On-Site Parking required- All parking must be in garage or driveway out of the roadway. Please see Property Profile for parking



