

Supplemental Item No.2:

Letter Regarding Agenda Item No. 9 -
Review of Short-Term Rental Ordinance

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(CC Mtg 5/06/2019)

From: [Debbie Peterson](#)
To: [Mariam Shah](#); [Jeff Lee](#); [Karen Bright](#); [Desi Lance](#); [Barbara Nicolls](#)
Subject: Short Term Rentals
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Dear Mayor and Councilmembers,

Thank you for your attention to what is a complex process and difficult to know how to regulate it. Unfortunately, I cannot be at the meeting Monday night to speak during public comment. I have had experience of short term rentals here in Grover Beach, out of state, even abroad, as a guest and an owner for 16 months now. I'm hoping that my experience of STRs can help create a straightforward ordinance.

1. Have the City work with VRBO and Airbnb to have TOT paid directly to the City.

2. There is no distinction between residential and commercial neighborhoods and mixed-use buildings. For instance, there are three STRs operating on S. 3rd St. This is commercial zoning. Some of the rules should differ according to zoning, i.e. no signs allowed in residential, but what about commercial? (not that I personally would want to have one.) S. 3rd St. is in the Commercial Coastal Visitor Serving zone where boutique businesses and exactly this kind of visitor-serving have been the vision of the City and also the Coastal Commission.

3. A \$300 permit fee plus a business license and perhaps recouping more staff costs. Owners have had too many increases from the city: 20% increase in TOT, business license, increase in property taxes for streets bond. Setting up a structure as proposed sets up owners for even more costs to be passed to them This will be a barrier to entry to some people. How much will the fees really be? Will there be a charge for the Community Development Department or Code Compliance Officer to inspect? What will the total cost be for owners?

4. You could forgo this in commercial zones. Does owner-occupied apply to second homes where the owners stay there sometimes and rent it out when they are not there? **Section 4.10.185.F. Permit Approval Notification.** *This section indicates that the City will notify all property owners and occupants in writing within a 150 foot radius upon issuance of a short-term rental permit indicating the rental address, owner's name, 24-hour hotline number, and the maximum number of occupants allowed. As an alternative, the Council could require the notification only for non-owner occupied STRs based on the owner-occupied STRs continuing to operate as the primary residence.*

5. Almost impossible to determine ages and to limit them online. **Section 4.10.185.H. Permit and Operating Requirements.** *Based on Council direction, the maximum number of renters for a non-owner occupied short-term rental would be two renters per bedroom plus two additional renters under the age of 16. It's not unreasonable to offer a sofa bed in a living room for a night or two, regardless of age.*

6. What if the owner wants to do a house exchange, or go out of town and rent their home out while out of town? What if they have 4 bedrooms? Why are they discriminating against owner-occupants? Owner-occupied are the LEAST likely to put someone on a sofa bed in a non-bedroom because the owners are also using the livingroom. Better to let them use an additional bedroom if they have one! *Owner-occupied STRs would be limited to renting a maximum of two bedrooms. Owner-occupied STRs would be limited to two renters per bedroom and two additional renters, with a maximum of six renters for a two bedroom STR. The Council could consider reducing the number of renters and/or place limitations on the number of guests for owner-occupied STRs. The Development Code currently allows bed and breakfast inns in all residential zones subject to approval of a Use Permit. Staff is unaware of any operating bed and breakfasts in the city and the evolution of short-term rentals has likely replaced bed and breakfasts. However, based on staff's recommendation to limit owner-occupied STRs to a maximum of two bedrooms, staff is recommending the definition of bed and breakfasts be revised to indicate that it would apply to the short-term rental of three or more bedrooms. This would differentiate the owner-occupied STR of two bedrooms but still allow an owner to apply for a bed and breakfast if they wanted to have three or more bedrooms available for rent.*

7. The example brochure they presented will be hard to get people to read because it's too long. **Section 4.10.185.I. Rental Agreements.** *This section requires the owner to enter into a written contract with basic information and that the renter acknowledge they have read the Good Neighbor Brochure.*

8. Police have managed noise and parking issues. We don't need a whole new system. **STR Permit and Annual Renewal Fee** *The initial STR Permit will require a review by staff of the application materials, research to determine the STR residence was legally constructed, and a site inspection to verify compliance with the regulations. As a result, the initial STR Permit would be approximately \$300, which includes approximately \$100 associated with the one-time review and inspection and approximately \$200 for the ongoing regulatory oversight discussed below. The STR Permit annual renewal fee would cover the costs associated with the ongoing regulatory oversight which would include a third party vendor hired by the City to continually monitor all STRs operating in the city, operate a 24-hour hotline for complaints,*

9. We may not be able to get email and phone number for the contract due to restrictions of online platforms. The online platforms block phone numbers and emails if they are entered. Re entry notice of 24 hours will be obsolete when one-night guests aren't even there for 24 hours. **I. Rental Agreements.** *The owner shall enter into a written rental agreement with*

the renter of any short-term rental property, or shall enter into an agreement provided by a third party rental agency, or hosted online platform, which agreement shall, at a minimum, include the following: 1. The name, address, mobile phone, and email address of the renter **5. Acknowledgment and agreement** *that the City may inspect the short-term rental property for cause upon 24-hour notice.*

10. We cannot advertise on site. This definition says we can't advertise at all. If that's the case, there will be no short term rentals. *"Advertise", "Advertisement" or "Advertising" shall mean the publication of any statements, phrases, words, photographs, drawings or other images for the purpose of informing any member of the public of the ability or availability to use a specific dwelling unit for short-term rental purposes, as described in this Section. For purposes of this definition, publication shall include but not be limited to verbal, written, printed, electronic, televised or broadcast set forth or contained in any newspaper, magazine, newsletter, website, solicitation, handbill, business card, flyer, outdoor advertising display, billboard, cable, satellite or digital radio or television broadcast, social networking site or any other electronic and digital media.*

Thanks for taking the time to read my input.



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