



VHR
Public comment
EDC COB <edc.cob@edcgov.us>
20-1477

Public Comment on Tahoe Basin VHR changes

3 messages

11-19-2020 to 11-24-2020

Chris Kennedy <chrisdken@gmail.com>

Thu, Nov 19, 2020 at 10:00 AM

To: bosone@edcgov.us, bostwo@edcgov.us, bosthree@edcgov.us, bosfour@edcgov.us, bosfive@edcgov.us, edc.cob@edcgov.us, brendan.ferry@edcgov.us

Cc: Chris Kennedy <chrisdken@gmail.com>

Hello EDC Board Members and Principal Planner,

It is very nice to meet you and I very much appreciate your dedication to the county and public service. I'm writing to you to give my perspective on some of the discussion I heard during the public meeting on Tuesday 11/17/2020. I also thank you for reading my whole email and I'm glad to speak with any of you one on one.

This was my first public meeting (via Zoom) and I came away surprised with the lack of actual data to inform your decisions. There was even a statement from someone who did not announce their name, proposed to reduce the proposed cap on VHRs from 1050 to 900 "**...it's not a well-educated number that I came up with**". You can hear this in the public record video starting at the 8:18:50 mark when Supervisor Hidahl asked for this person's reasoning.

Apologies, but this is not the manner in which the elected officials should govern. You need to do so based on actual data. ***I implore you to measure the actual data and not succumb to boisterous and often vitriolic complaints. These complaints represent a small percentage of your constituency, not the greater whole.*** If you study the data, you will be empowered to educate the public on the benefits of changes you have made, such as the implementation of EDC Ordinance 5.56. If you show, in data, that this ordinance 5.56 is working and reducing complaints, increasing Tax revenues and drawing straight lines between your efforts and the benefits - you can help to defuse the small yet very vocal detractors.

Maybe I missed this detail from previous meetings; I wanted to make some suggestions as you consider to refine the ordinance 5.56 and potentially put in caps for the total amount of permits and/or the clustering controls. If there are public records detailing the data you have, can one of you share it with me for my edification?

Our economy and livelihood in the Tahoe Basin is dependent on transient visitors. We are ski resorts, outdoor adventure operators, lake, boating, cruises and other water activities, restaurants and shops, hiking and adventure facilitators and short-term rental/motels/hotel operators. Our revenues do not come from the local community - it comes from vacationers and visitors.

Suggestions to measure and report to the Community and during BOS meetings:

- How many complaints were received in the periods 2015-2020? Please show graphs and percentages of total complaints against the total amount of VHRs. If you can break it down by neighborhoods, that would be ideal.
- How many complaints were received for homes properly permitted under the new ordinance 5.56 which went into effect in 2019? *Is the number steady? Going up or down? I would argue if the data shows complaints for properties permitted under 5.56 since 2019 are going down - that your new system is working. Give it time and start enforcement on the laggards or abusers who are not following 5.56. Then educate the public that the more VHRs that are compliant with 5.56, the lower the complaint rates are for those properties.*
- Total amount of complaints for the top 10 or 20 offenders. Are these top offenders being cracked down on, per the penalties for violations described in 5.56?
- Increase the permit fee for the County permitting process to fund enforcers, while reducing the crazy high fire inspection fee to offset the increase in the permit fee. (My fire inspection took about 15 minutes, there's no way that the value of this inspection was over \$600)

I am a VHR operator and my family has been proud members of the Tahoe community for a generation. I live in my home in South Lake Tahoe - EDC about 50% of the time now. I received my permit under the new Ordinance 5.56 in 2020 which I am very happy to do everything to ensure my VHR is 110% compliant with the County ordinance. I received my business license, paid my fees, got my inspections, installed signage around my house which exceeds the county requirements with noticeable reminders about the 10p-8am quiet time, I got my VHR permit and I pay my TOT taxes.

Additionally, and in the spirit of Ordinance 5.56.130.B.4 "***Obtaining formal, written acknowledgement from all renters over the age of 18 that he or she is legally responsible for compliance of all occupants of the VHR with all applicable laws,***

rules, and regulations pertaining to the use and occupancy of the VHR", I require my guests to sign an additional rental agreement above and beyond the Airbnb/VRBO/etc rental process. I've attached this for your perusal. If every operator required such clear wording and warnings about negative consequences for guests breaking the rules - I dare say that the complaint rate would drop significantly.

While I understand that there can be intentional abuse of the permitting process, or avoidance of it - you need to find a way to crack down on this and not penalize all of the law abiding VHR operators who enrich our community and pay our taxes. EDC Ordinance 5.56 has only been in effect for a short time, in the big picture. Give it time and measure the data to show the trends in one direction or the other. Then inform the public that YOUR EFFORTS TO REGULATE AND GOVERN VHRs IS WORKING.

- Fund a team to enforce the ordinance 5.56 and crack down on violators; fund this from the permit fees. Reduce the fire inspection fee to offset the permit increase.
- When violators are found (e.g. no permit, too many complaints, missing signage, advertising more capacity than is allowed, not paying TOT taxes, etc) - crack down on them. I suspect that the vast majority of VHR properties which drive the complaints from the neighbors are not adhering to 5.56. If you can clean up these offenders - would the compliant rate drop off significantly? Do you have the data to measure this and report it back to the public?

As far as clustering restrictions, I think that is absolutely premature, arbitrary and prejudicial. You have enough to work with to reduce complaints and correlate causation. Work on the current system first. EDC Ordinance 5.56 is a great framework - ENFORCE IT first before taking more draconian and 'big-government' measures that could lead to further avoidance of legal permits.

Thank you for your time,
Chris Kennedy
530-208-9788
mailto:chrisdken@gmail.com

 **DRAFTAirbnb-Short Term Rental Agreement (1).pdf**
97K

EDC COB <edc.cob@edcgov.us>
To: Donald Ashton <don.ashton@edcgov.us>

Thu, Nov 19, 2020 at 3:30 PM

FYI

Office of the Clerk of the Board
El Dorado County
330 Fair Lane, Placerville, CA 95667
530-621-5390

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 **DRAFTAirbnb-Short Term Rental Agreement (1).pdf**
97K

EDC COB <edc.cob@edcgov.us>
To: Chris Kennedy <chrisdken@gmail.com>

Thu, Nov 19, 2020 at 3:31 PM

Thank you. Appropriate public comment provided for upcoming agenda items will be added to the corresponding file.

Office of the Clerk of the Board
El Dorado County
330 Fair Lane, Placerville, CA 95667
530-621-5390

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[Quoted text hidden]

**DRAFT ONLY - agreement will be sent to Guest via DocuSign prior to finalizing
booking request.**

SHORT TERM RENTAL AGREEMENT

This Short Term Rental Agreement (the “*Agreement*”) is made by and between **Christopher Kennedy** (“*Homeowner*”) and **GUEST** (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to ensure compliance with El Dorado County Ordinance 5.56 the parties hereby agree as follows:

1. **Property:** The property is located at: [REDACTED]. The property is furnished and includes: **Exhibit B** (list of appliances and other provided items like linens, towels, etc.) supplied at location. Missing items may result in deduction from security deposit.
2. **Rental Guests:** Pursuant to El Dorado County Ordinance 5.56.130 (D.2) regarding vacation home rentals (VHR), the Guest shall provide the name, address, and phone number for each overnight renter (18 years or older). Please complete **Form A** at the end of this rental agreement.
3. **Maximum Occupancy:** The maximum number of guests is 12 (including guests 5 and younger); El Dorado County capacity limit is 10 guests that are 6 years of age and older max (2 per bedroom + 2 more, not including children age 5 and under). An additional fee of \$75 per person per night for guests in addition to rental fee will be assessed if occupancy maximum is broken.
3. **Term of the Lease:** The lease begins at 3:00p.m. on **CHECK-IN DATE** (the “*Check-in Date*”) and ends at 10:00a.m. on **CHECK-OUT DATE** (the “*Check-Out Date*”).
4. **Rental Rules:** Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.
5. **Access:** Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner and provide reasonable notice to the Guest.
6. **Rental Rate and Fees:** Payment in full of the following fees, as per the Airbnb payment schedule, shall be due prior to the Check-in Date:

Room Fee:	\$PRICE
Cleaning fee	\$250
Discount	If applicable
Airbnb Service Fee	\$000
Occupancy Tax	(10% occupancy tax - El Dorado County)
Property Protection	\$2500 security deposit
TOTAL estimated Due	\$Total Guest payment + tax (will be charged by Airbnb)

7. Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit (in some cases 50% of full payment made) will be refunded as follows:

Full refund for cancellations made within 48 hours of booking, if the check-in date is at least 14 days away. 50% refund for cancellations made at least 7 days before check-in.

No refunds for cancellations made within 7 days of check-in.

10. Security Deposit: Guest agrees to \$2500 security deposit managed by Airbnb that covers accidental damages up to \$2500.00 during your stay. At no time does the homeowner have access to your credit card information. **In the event of any damage in or to the property, you agree to disclose this information to the Homeowner. It can't be fixed if we don't know it's broken. Thank you.**

11. Payment: Acceptable payment methods are credit cards. Credit cards will be charged via Airbnb website. Homeowner will not have access to credit card numbers.

12. Check-in ready: The property is cleaned and all linens and towels refreshed between stays. If the premises appear dirty or damaged upon Check-in, the Guest shall inform the Homeowner immediately.

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner:

Guest:

Signature: _____

Signature: _____

Print Name: Christopher Kennedy

Print Name: _____

Date: _____

Date: _____

Phone # (during stay): 530-208-9788

Phone # (during stay): _____

SHORT TERM RENTAL AGREEMENT

Exhibit A

RENTAL RULES

1. Smoking is **NOT** allowed inside the unit. Designated smoking areas are located outside the home. All cigarette butts must be properly disposed of in the ashtray receptacles which can be found outside near the garage and rear deck. Please keep all windows closed if there is outdoor smoking. **Any evidence of smoking indoors will result in an additional cleaning fee of \$500.**
2. **NO PARTIES:** People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest. **NO PARTIES** are allowed at the rental home. Guests found to be hosting a party, or any police response resulting from noise or a party complaint may have their rental cancelled with no refund and forfeit their deposit and cleaning fee. Any fines will be the full responsibility of the Guest and will be deducted from the Security Deposit.
3. **Mandatory Quiet period:** Starting at 10pm each night, through 8am each day there is a mandatory quiet period as required by El Dorado County ordinance 5.56 and to preserve the serenity and peacefulness of our quiet neighborhood for our neighbors. All windows facing neighboring homes should be closed and the volume for any music or noise reduced so as to be audible solely to those inside the home. **Any noise complaints from the neighbors will result in additional fees.**
4. ***Please respect our neighbors:** Noise from loud music or noise can be heard by the neighbors adjacent and below the rental home. Playing music, and other noise must be kept to a minimum at all times, especially in the evening hours. Failure to comply will result in additional charges.
5. The rental home is privately owned; the Homeowner is not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowner is not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests indemnify the Homeowners and that the Guest is expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
6. Keep the property and all furnishings in good order. Please kindly return all property and furnishings to their original location.
7. Only use appliances for their intended uses.
8. **No Pets or Animals:** Pets of any kind are **NOT** allowed without the expressed written permission of the Homeowner. Certified and licensed service animals are permitted. **Guests that have pets**

on the premises will be charged a cleaning fee of no less than \$500.

9. **Parking:** Parking is limited to 4 vehicles only (2 in garage, 2 in driveway). Vehicles are to be parked in designated parking areas only. Parking on the road, street or court is **not** permitted. Any illegally parked cars are subject to towing; applicable fines/towing fees are the sole responsibility of the vehicle owner.
10. **Housekeeping:** There is no daily housekeeping service. While linens and bath towels are included in the unit, daily maid service is not included in the rental rate. We do not permit the white towels or linens to be taken from the units. We provide 6 beach towels but they must be returned after use. All beach towels will be counted.
11. **Fireplace:** The fireplace is a wood-burning log fireplace. Use of wax logs such as Duraflame is not permitted. Please refer to the Tahoe Belle Welcome Guide for instructions on its use. *Please do not throw any paper or other combustible materials in the fireplace.*
12. **Water and Sewer:** The property is on the municipal sewage system. The sewage system is very effective; however, it will clog up if improper material is flushed. **DO NOT FLUSH** anything other than toilet paper. No feminine products should be flushed at any time. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages and forfeit the deposit.
13. **Storms:** No refunds will be given for storms or road conditions. All nearby roads are well-maintained during the winter season by city and/or county authorities. However, mountain roads can be curvy and steep until you arrive in our neighborhood. Our driveway is well maintained; however, we highly recommend 4-wheel drive and/or chains during the snow months.
14. **Wild animals:** The guest acknowledges that the Lake Tahoe Basin is home to many wild animals including raccoons, coyotes and bears. No food, toiletries or other scented items should be left inside vehicles OR the garage at any time.
15. **Trash: Trash pickup day is Friday.** All trash must be disposed of in the bear locker outside on the driveway upon check-out, or Thursday evening before pickup on Friday. Guests will ensure that they securely lock the bear locker securely. **Guests must lock the bear box at all times with the door bolts shut securely and locked with the carabiners. Failure to do so may result in a cleaning fee of \$200.**
16. **Internet and WiFi:** Guest acknowledges that rental property has basic internet and Wi-Fi service. The average speed is ~5-7mbps download and ~1mbps upload. However most cell phone carriers, particularly AT&T, have very strong signals and MiFi or Hotspot devices work great. Using our AT&T mobile phones as a hotspot our family can host 4+ Zoom calls simultaneously with no issue.
17. **Exterior Security cameras:** Guest acknowledges that there are exterior security cameras in use.



EDC COB <edc.cob@edcgov.us>

Proposed VHR Code Amendments

1 message

Steve Jacobs <sjemail777@gmail.com>

Sun, Nov 22, 2020 at 12:06 PM

To: BOSONE@edcgov.us, BOSTWO@edcgov.us, BOSTHREE@edcgov.us, BOSFOUR@edcgov.us, BOSFIVE@edcgov.us

Cc: EDC.COB@edcgov.us

Dear Supervisors:

John Hidahl

Shiva Frentzen

Brian Veerkamp

Lori Parlin

Sue Novasel

Please see the attached letter.

Thank you

Regards

Steve Jacobs



Letter to BOS - VHR code Amendments.docx

281K

**Steve Jacobs
1981 Mewuk Dr.
South Lake Tahoe, CA 96150**

November 22, 2020

Sent via Email to:

John Hidahl BOSONE@EDCGOV.US
Shiva Frentzen BOSTWO@EDCGOV.US
Brian Veerkamp BOSTHREE@EDCGOV.US
Lori Parlin BOSFOUR@EDCGOV.US
Sue Novasel BOSFIVE@EDCGOV.US

El Dorado County Board of Supervisors
330 Fair Lane
Placerville, CA 95667

Re: Proposed VHR Ordinance Amendments

Dear Supervisors:

1. Regarding outdoor fires on VHR properties in the Tahoe Basin:

I am writing you in **support of banning all VHR outdoor fires** (including any campfires, warming fires, bonfires, fire pits, propane fires, outdoor propane heaters, etc.) As a long-time resident of Tahoe Paradise, I was evacuated in the 2007 Angora Fire. Fortunately, I was one of the lucky ones who did not lose my home. However, I believe it is completely irresponsible to permit short-term renters who very likely have little knowledge of the extreme fire danger here in Tahoe, the ability to potentially cause another devastating fire disaster. Please modify the VHR code to not allow fires on VHR properties.

2. Defensible Space:

Further, **I support requiring a documented defensible space inspection** prior to issuance of a permit to use any home as a VHR. Again, because of the extreme fire danger here in the Tahoe Basin, it is absolutely vital to our safety that VHR properties fully comply with our defensible space requirements. Please support this requirement within the VHR code language.

3. Anti- Clustering:

I also support a VHR anti-clustering ordinance that would require a minimum of 500 feet between VHRs. I am currently surrounded by four VHRs, in close proximity to my home. Whenever homes go on the market, it seems they are being bought by VHR investors without regard to their adjacency to other VHRs or their resulting negative impact on the residents of our neighborhood. Please add a 500' anti-clustering formula to the VHR code.

Thank you for your consideration.

Sincerely,



Steve Jacobs



EDC COB <edc.cob@edcgov.us>

VHR clusters

2 messages

Joseph Arton <josepharton@sbcglobal.net>
To: "edc.cob@edcgov.us" <edc.cob@edcgov.us>

Tue, Nov 24, 2020 at 2:19 PM

Sent to each supervisor individually.

Dear Supervisor,

I am a long-time resident of Meyers and was encouraged by the fact that you and the full Board of Supervisors have revisited the VHR situation in the basin. On the other hand, I was disappointed in the absence of guidance on the clustering problem. I have written several letters over the years begging for relief. I am surrounded by VHRs and all the problems that they generate. Despite voicing my concerns and assurances that the matter would be dealt with, additional VHRs have been approved in my neighborhood and additional permits are in process.

While my solution would have been not to allow VHRs in R-1 zoning to begin with, the permitting of clusters seems to be an additional kick in the gut. I would like to offer some suggestions to help homeowners like me cope with the proliferation of VHRs and the resultant influx of fun seekers into residential neighborhoods:

1. Honor the R-1 designation under which I purchased my property and built my home.
2. Not only limit the number of VHRs but allow natural attrition to reduce that number.
3. Recognize that clustering is unacceptable and increases problems exponentially.
4. Dismantle existing clusters by refusing to reissue permit renewals based on accumulated complaints, length of ownership and timely payment of associated fees.
5. While a 500' buffer between a permitted VHR and resident may seem adequate, it has been my experience that noise carries for much greater distances especially when projected from a deck situated on a hillside above other homes. Therefore a 2000' circle should be circumscribed around all non-VHR homes and no VHRs located within those circle areas.
6. VHR permit holders could give up their permit in return for a developer fee earmarked for multi-family resort and residential housing located within more urbanized locations; thus, incentivizing reduction in VHRs and swapping for in-town construction.
7. No purchaser should be sold a home with the promise or potential of flipping to a VHR.

A reduction or elimination of VHRs could actually promote their occupancy replacement in-town, re-vitalizing and stabilizing in-town businesses and returning residential neighborhoods to R-1.

Thank you for working to make El Dorado County a great place to live and a great place to visit.

Sincerely,

11/24/2020

Edcgov.us Mail - VHR clusters

Joe Arton
P.O. Box 550305
1700 Meadowvale Drive
South Lake Tahoe, CA 96155

EDC COB <edc.cob@edcgov.us>

Tue, Nov 24, 2020 at 2:49 PM

To: Donald Ashton <don.ashton@edcgov.us>, Tiffany Schmid <tiffany.schmid@edcgov.us>, Robert Peters <robert.peters@edcgov.us>, Jeanette Salmon <jeanette.salmon@edcgov.us>, Julie Saylor <julie.saylor@edcgov.us>, Breann Moebius <breann.moebius@edcgov.us>

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