



City of Sebastopol Planning Commission Staff Report

Meeting Date: October 8, 2024
Agenda Item: 6A
To: Planning Commission
From: John Jay, Associate Planner
Subject: Conditional Use Permit for hosted vacation rental
Recommendation: Approval with conditions

Applicant/Owner: Carole Dockree
File Number: 2024-039
Address: 7605 Bodega Ave
CEQA Status: Exempt
General Plan: High Density Residential (HDR)
Zoning: Multi Family Residential (R6)

Introduction:

This is an application for a hosted vacation rental of an Accessory Dwelling Unit (ADU) for more than 31 days per year at 7605 Bodega Ave.

Project Description:

As noted above the project requests the approval of a use permit to allow a hosted vacation rental of an ADU for more than 31 days per year as required by Table 17.260-1 of the Sebastopol Municipal Code. The applicant lives in the main house on the lot full time and the ADU is occupied by their parents about half of the year. The request is to use the ADU for a hosted rental when their parents are not in town to help provide a passive income.

Project Location and Surrounding Land Uses:

The project is located within the south western part of the City limits and is zoned for multi-family residential (R6). The site is surrounded by a mix of various residential zoning districts which range from Multi-family, Single Family, and Residential Rural properties.

General Plan Consistency:

The General Plan designation for this project is High Density Residential, which designates areas suitable for residential dwellings at a density of 12.1 to 17.4 units per acre.

The project is consistent with the following General Plan policies and goals.

- *Land Use Element, Goal LU 1: Maintain Sebastopol as a unique, charming, and environmentally sensitive small town that provides residents, businesses, and visitors with opportunities to enjoy a high quality of life, in that the use of a vacation rental would provide new opportunities for visitors to experience Sebastopol.*

- *Economic Vitality Element, Goal EV 4: Emphasize Sebastopol's role as a market, service, and tourism hub for the West County and as a gateway to the coast, in that the vacation rental would allow outside residents to stay within Sebastopol city limits and provide to its economic vitality.*
- *Housing Element, Goal B-2: Preserve Housing Resources Sebastopol will strive to maintain and preserve existing housing resources, including both affordable and market rate units, in that the house will be maintained as a primary resident by the applicant so will not contribute to any housing stock loss for long-term residential use.*

Zoning Ordinance Consistency:

The proposed use of a hosted rental for more than 31 days per year is allowed but first must be granted approval from the Planning Commission. The proposed use would be consistent with the provisions of Zoning Ordinance Section 17.260.060 with the approval of a Conditional Use Permit.

Required Findings:

Conditional Use Permit findings

- A. The proposed use is consistent with the General Plan and all applicable provisions of this title.
- B. The establishment, maintenance, and operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City.

Vacation Rental findings

1. The proposed vacation rental is consistent with the standards established by this section and will not detrimentally affect the health, safety, or welfare of the surrounding neighborhood or area.
2. Approval of the vacation rental will not result in an over concentration of such uses in a neighborhood.
3. There is adequate parking for all guests and operators to park on the subject property in accordance with Chapter 17.110 SMC.
4. Approval of the vacation rental will result in the preservation of the residential design and scale of the structures on the property and will maintain the residential character of the neighborhood.
5. The architectural or historic character of the structure proposed to house the vacation rental is appropriate for the use.
6. For accessory dwelling units, the approval of the permit would not result in a reduction to the City's affordable housing stock.

Analysis:

As mentioned earlier the project includes the request for a hosted vacation rental for more than 31 days per year at 7605 Bodega Ave. As the ADU was built after 2017 the Sebastopol Municipal Code requires the approval of a Conditional Use Permit by the Planning Commission. The applicant states that currently the ADU is occupied about half of the year by their parents who typically travel between Sebastopol and Florida. As the applicant would be staying on site and renting out the ADU while their parents are away, staff considers this a hosted rental. As many of the hosted and non-hosted rentals that have come before the Planning Commission in the past, these types of requests are used for alternative ways to provide additional income to homeowners as well as providing options for people who do not live in the area to visit Sebastopol to enjoy what this city has to offer. The Planning Commission has recently talked about looking at both hosted and non-hosted vacation rentals as well as rentals that include ADU's and staff is continuing to work on updates to the Vacation Rental Ordinance, but until that time the city has no mechanism to put a cap on these types of rentals. The applicant also states that the intent of the ADU is to provide an "aging in place" space for their parents when they get to a point of moving here full time.

Environmental Review:

The project is exempt from CEQA under Section 15301(a), which exempts "interior or exterior alterations involving such things as partitions, plumbing, and electrical conveyances" as the project proposed is to rent out rooms for transient residential use in an existing single-family home.

City Departmental Comments:

The Planning Department circulated this application to the various City Departments and there are no additional comments or conditions outside of the Standard Conditions of Approval.

Public Comment:

As prescribed by Section 17.460 of the Zoning Ordinance, the Planning Department completed the following: (1) Provided written notice to all property owners within 600 feet of the external boundaries of the subject property; (2) provided a written notice that was published in the Press Democrat; and (3) posted three written notices publicly on and within vicinity of the subject property.

Public comments have been received as of the writing of this staff report.

Recommendation:

Staff believes the proposed use is compatible with the site and recommends approval.

If it is the consensus of the Planning Commission that the proposed use is compatible with the site and surrounding uses, staff recommends that the application be approved based on the facts, findings, and analysis set forth in this staff report and as found in Exhibit A - Recommended Findings of Approval, and subject to the Recommended Conditions of Approval found in Exhibit B, the Standard Conditions of Approval tenant improvements in Exhibit C, and any additional or modified conditions the Planning Commission determines is appropriate.

Attachments:

Application materials
Exhibit A – Findings of approval

Exhibit B – Conditions of approval

Exhibit C – Standard conditions of approval tenant improvements

Public comments

EXHIBIT A
RECOMMENDED FINDINGS OF APPROVAL

Hosted Vacation Rental
7605 Bodega Ave
APN 004-213-007, File 2024-039

1. That the project is exempt from CEQA under Section 15301(a), which exempts “interior or exterior alterations involving such things as partitions, plumbing, and electrical conveyances” as the project proposed is to rehabilitate an existing care facility to one that would be operable.
2. That the project is consistent with the General Plan and the following policies
 - *Land Use Element, Goal LU 1: Maintain Sebastopol as a unique, charming, and environmentally sensitive small town that provides residents, businesses, and visitors with opportunities to enjoy a high quality of life, in that the use of a vacation rental would provide new opportunities for visitors to experience Sebastopol.*
 - *Economic Vitality Element, Goal EV 4: Emphasize Sebastopol’s role as a market, service, and tourism hub for the West County and as a gateway to the coast, in that the vacation rental would allow outside residents to stay within Sebastopol city limits and provide to its economic vitality.*
 - *Housing Element, Goal B-2: Preserve Housing Resources Sebastopol will strive to maintain and preserve existing housing resources, including both affordable and market rate units, in that the home would be owner occupied while the homeowners are in town and would be rented out while they are gone to ensure that the home isn’t left vacant for long periods of time.*
3. That the proposed vacation rental is consistent with the standards established by Section 17.260.060 of the SMC and will not detrimentally affect the health, safety, or welfare of the surrounding neighborhood or area.
4. That approval of the vacation rental will not result in an over concentration of such uses in a neighborhood as there are currently 38 vacation rentals throughout the City, one of which is on Bodega Ave, roughly 300’ away from the subject site.
5. That the proposed vacation rental will not detrimentally affect the health, safety, or welfare of the surrounding neighborhood, as it will be a hosted rental which will utilize up to two bedrooms located within an existing residential Accessory Dwelling Unit with the host living on site.
6. That the proposed vacation rental provides adequate parking as prescribed by SMC 17.260.060, which states that one parking space per room shall be provided for a non-hosted rental in addition to the on-site parking requirements required under SMC 17.110 in that the project meets the parking requirements.
7. That the proposed vacation rental will maintain the residential character of the neighborhood and the architectural/historic character of the structure as no changes to the exterior are proposed and, as conditioned the signage for the rental will be consistent with the City’s Zoning Ordinance.

8. The use is consistent with Section 17.415.030 of the Sebastopol Zoning Ordinance, including the specific criteria of the following sections as described:
 - a. The proposed use is consistent with the General Plan and all applicable provisions of this title in that the hosted vacation rental of an ADU is an allowed use with the approval of a conditional use permit by the Planning Commission.
 - b. The establishment, maintenance, and operation of the use applied for will not, under the circumstances of the particular case (location, size, design, and operating characteristics), be detrimental to the health, safety, peace, morals, comfort, or general welfare of persons residing or working in the area of such use or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the City in that the use would not be detrimental to the neighborhood as conditioned the vacation rental will be required to the municipal code requirements regarding safety and peace of the neighborhood.

EXHIBIT B
RECOMMENDED CONDITIONS OF APPROVAL

Hosted Vacation Rental
7605 Bodega Ave
APN 004-213-007, File 2024-039

1. The Use shall be in substantial conformance with the proposed operations as described in the application materials prepared by Carol Dockree, and stamped received on August 19th, 2024, and on file at the City of Sebastopol Planning Department, except as modified herein:
2. This approval does not include any signs. Any new signs that will identify the use of this property are subject to the prior approval of the Design Review Board or City staff, as appropriate.
3. The Use Permit shall be in effect unless it is abandoned or closed for 12 months or longer.
4. Site Design and Parking:
 - a. The site design, architecture, and any improvements shall be compatible with the neighborhood in terms of landscaping, scale, and the architectural character. The operation of the use, and any physical improvements related to it, shall be harmonious and compatible with the existing uses within the neighborhood.
 - i. Hosted Rental: One parking space shall be provided on-site for a hosted vacation rental in addition to the on-site parking required under SMC 17.110.
 - ii. Non-Hosted Rental: One on-site parking space shall be provided for each sleeping room or guest bedroom in the vacation rental. If a garage is used to meet the parking requirement for the sleeping rooms or guest bedrooms, the garage shall be accessible to the guests of the vacation rental.
 - b. Excessive amounts of paving shall not be allowed. Tire strips and permeable travel surfaces shall be encouraged. Areas devoted to parking and paving shall not be disproportionate to the site size.
 - c. Pools, hot tubs, and outside gathering areas shall be adequately screened from adjacent properties to minimize noise and lighting impacts and shall have the hours of operation clearly posted adjacent to the facility.
5. Operator shall ensure compliance with the Noise limits required for vacation rentals:
 - a. No amplified outdoor sound is permitted.
 - b. Quiet hours shall be from 10:00 p.m. to 7:00 a.m.
 - c. The owner/operator shall ensure that quiet hours are included in the vacation rental agreements and are listed in all online advertisements and listings.
 - d. Nuisance noise by unattended pets is prohibited.
6. A Business License shall be required.
7. A fire inspection will be required.
8. Payment of Transient Occupancy Taxes (TOTs) shall be required.
 - a. The City has an agreement with AirBnB to automatically collect TOTs for rentals listed

- on their website.
- b. The City does not have any such agreement with other vacation rental host sites, as such, the owner shall remit required TOTs to the City of Sebastopol Finance Department for any rental booked on other host sites.
9. Owner/Operator shall post a copy of the approved vacation rental permit (including all applicable standards and limits and the contact information of the authorized agent (including a phone number where this person can be reached 24 hours per day),
 - a. Within the vacation rental property,
 - b. Within 6 feet of the front door of the vacation rental, and
 - c. Include as part of all rental agreements.
 10. Vacation rentals shall be in permitted dwellings and shall not be permitted in non-habitable structures or in tents, recreational vehicles, or other features or provisions intended for temporary occupancy.
 11. All Advertisements and/or Listings for the hosted vacation rental shall include the following information.
 - a. Maximum occupancy allowed.
 - b. Maximum number of vehicles allowed.
 - c. Notification that quiet hours must be observed between 10:00p.m. and 7:00 a.m.
 - d. Notification that no outdoor amplified sound is allowed.
 - e. The Transient Occupancy Tax certification number for the property; and
 - f. Permit file number (2024-039)
 12. The only signage permitted for this rental shall be consistent with SMC 17.260.020(M): "Not more than one non-illuminated nameplate sign, not comprising more than two square feet in area, shall be permitted for a home occupation".
 13. Owner/Operator shall not exceed the maximum overnight occupancy of 10 persons (2 per sleeping room plus two additional persons per property).
 14. Owner/Operator shall not allow guest stays to exceed 30 days, with a seven-day period between stays.
 15. Once a vacation rental permit has been approved, a copy of the permit listing all applicable standards and limits and identifying contact information for the owner or authorized agent can be reached 24 hours per day, shall be posted within the vacation rental property. These standards shall be posted in a prominent place within 6 feet of the front door of the vacation rental and shall be included as part of all rental agreements.
 16. Owner/Operator shall document all complaints, and their resolution or attempted resolution(s) to the Planning Director within 72 hours of the occurrence. Failure to respond to complaints or report them to the Planning Director shall be considered a violation of this section and shall be cause for revocation of the vacation rental permit.
 17. Upon receipt of any combination of three administrative citations or Planning Director determinations of violation of any of the permit requirements or performance standards issued to the owner or occupants at the property within a two-year period, the vacation rental administrative permit is summarily revoked, subject to prior notice and to appeal if appeal is requested pursuant to the appeals section of the Zoning Ordinance. Should such a revocation occur, an application to reestablish a vacation rental at the subject property shall

not be accepted for a minimum period of two years.

18. This vacation rental permit is non-transferable. Any new property owner shall be required to comply with Municipal Ordinance provisions in effect at such time, including, but not limited to, the requirement for a new administrative review permit, or any prohibitions or restrictions in effect at such time.

EXHIBIT C
STANDARD CONDITIONS OF APPROVAL

Hosted Vacation Rental
7605 Bodega Ave
APN 004-213-007, File 2024-039

1. All plans shall include a brief description of the project on the cover sheet.
2. All submitted building permit plan check sets shall include a plan sheet incorporating these conditions of approval.
3. Except as otherwise noted in these conditions of approval, the plans submitted to the Building Department for plan check shall be in substantial conformance to those approved by the review body. If any changes are made to submitted plans which were approved by the review body the applicant shall work with the Planning Department to determine if the changes are significant enough to once again be seen by the review body, or if staff can approve the changes. Any changes that have not been approved by Planning staff are not approved. Construction or demolition work that does not conform to the Planning approval is not valid and shall be subject to stop work orders and may require removal.
4. Acceptance of the construction drawings and specifications does not release the applicant and owner from correction of mistakes, errors, or omissions contained therein. If, during the course of construction, the field conditions or other previously unknown conditions require a modification or a departure from the accepted plans, the applicant shall provide the modifications or departure and specify the correction of mistakes errors, or omissions in compliance with the CBC and City Standards.
5. The City of Sebastopol and its agents, officers and employees shall be defended, indemnified, and held harmless from any claim, action or proceedings against the City, or its agents, officers and employees to attach, set aside, void, or annul the approval of this application or the environmental determination which accompanies it, or which otherwise arises out of or in connection with the City's action on this application, including but not limited to, damages, costs, expenses, attorney's fees, or expert witness fees.
6. All portions of the job site shall be maintained in an organized and professional condition. All trash, debris, construction scraps and broken/deteriorated machinery shall be removed from the site by the end of each week. If off loaded construction materials are not used within 2 weeks, they shall be screened from public view. All sidewalks, driveways and public/private roadways fronting the subject site shall be broom cleaned at the end of each business day.
7. All permits and/or inspection fees required shall be paid in full prior to final occupancy being granted unless otherwise stipulated by the City.
8. The Planning Director shall interpret applicable requirements in the event of any redundancy or conflict in conditions of approval.

Planning Department Standard Conditions of Approval:

9. This approval is valid for a period of three (3) years during which time the rights granted must be exercised. However, the applicant may request one (1) one-year extension of this Use Permit from the Planning Director, pursuant to Zoning Ordinance §17.400.100.
10. The light source for all exterior lighting fixtures shall be shielded from adjacent properties. Cut sheets for all exterior lighting shall be submitted as part of the Design Review or other planning application.

Engineering and Public Works Department Standard Conditions of Approval:

11. All projects are subject to Impact Fees as adopted by the City Council, which are due at the time of issuance of the Building Permit unless otherwise stipulated by the City.
12. An Encroachment Permit is required from the Public Works Department for any and all work within the public right-of-way. If the work is within a CalTrans right-of way, an Encroachment Permit from CalTrans shall also be procured by the applicant. Encroachment Permit shall not be issued until the City Engineer approves the applicant's site improvement plans.

Fire Department. Standard Conditions of Approval:

13. The address shall be posted in accordance with requirements of the California Building Code and California Fire Code. The Fire Chief shall review and approve all requests for new addresses. Inspection and signoff of address posting shall be coordinated through Building Department.
14. Smoke and CO detectors shall be installed in accordance with the California Building Code. Final inspection and signoff of smoke detectors shall be coordinated through Building Department.
15. Noncombustible roofing shall be provided for:
 - a. All new roofs shall be non-combustible.
 - b. Roof Repairs or replacement:
 - i. Less than 25% - no requirement
 - ii. 25% to 50% - Class C minimum
 - iii. 50% or more — Non-Combustible
 - c. In no case shall the roofing material used to be less fire resistive than the existing roof.

NOTE: A "noncombustible" roof is a Class A roof (for other than Group R Occupancies, a Class A or Class A assembly) as defined in the California Building Code and approved by the Building Department.

16. Prior to occupancy, a spark arrester shall be installed on the chimney(s) 3/8" mesh minimum.

Building Department Standard Conditions of Approval:

17. All construction shall comply with all applicable Title 24 Codes in effect at the time of building permit submittal. It is the responsibility of the designer(s) to ensure that all applicable Title 24 codes, as well as any applicable Sebastopol Municipal Codes are incorporated into the design.
18. The project shall comply with the Green Building regulations contained in the Sebastopol Municipal Code that are in effect at the time of building permit submittal.

END OF STANDARD CONDITIONS OF APPROVAL



City of Sebastopol

Planning Department
7120 Bodega Avenue
Sebastopol, CA 95472
(707) 823-6167

**MASTER PLANNING
APPLICATION FORM**

APPLICATION TYPE

- | | | |
|--|---|---|
| <input type="checkbox"/> Administrative Permit Review | <input type="checkbox"/> Lot Line Adjustment/Merger | <input type="checkbox"/> Temporary Use Permit |
| <input type="checkbox"/> Alcohol Use Permit/ABC Transfer | <input type="checkbox"/> Preapplication Conference | <input type="checkbox"/> Tree Removal Permit |
| <input type="checkbox"/> Conditional Use Permit | <input type="checkbox"/> Preliminary Review | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Design Review | <input type="checkbox"/> Sign Permit | <input type="checkbox"/> Other _____ |

This application includes the checklist(s) or supplement form(s) for the type of permit requested: Yes No

REVIEW/HEARING BODIES

- Staff/Admin Design Review/Tree Board Planning Commission City Council Other _____

APPLICATION FOR

Street Address: _____ Assessor's Parcel No(s): _____

Present Use of Property: _____ Zoning/General Plan Designation: _____

APPLICANT INFORMATION

Property Owner Name: _____

Mailing Address: _____ Phone: _____

City/State/ZIP: _____ Email: _____

Signature: [Signature] [Signature] Date: 8 / 14 / 2024

Authorized Agent/Applicant Name: _____

Mailing Address: _____ Phone: _____

City/State/ZIP: _____ Email: _____

Signature: [Signature] [Signature] Date: 8 / 14 / 2024

Contact Name (If different from above): _____ Phone/Email: _____

PROJECT DESCRIPTION AND PERMITS REQUESTED (ATTACH ADDITIONAL PAGES IF NECESSARY)

CITY USE ONLY

Fill out upon receipt:	Action:	Action Date:
Application Date: _____	Staff/Admin: _____	Date: _____
Planning File #: _____	Planning Director: _____	Date: _____
Received By: _____	Design Review/Tree Board: _____	Date: _____
Fee(s): \$ _____	Planning Commission: _____	Date: _____
Completeness Date: _____	City Council: _____	Date: _____

SITE DATA TABLE

If an item is not applicable to your project, please indicate "Not Applicable" or "N/A" in the appropriate box; do not leave cells blank.

SITE DATA TABLE	REQUIRED / ZONING STANDARD	EXISTING	PROPOSED
Zoning	N/A		
Use	N/A		
Lot Size			
Square Feet of Building/Structures <i>(if multiple structures include all separately)</i>			
Floor Area Ratio (F.A.R)	_____ FAR	_____ FAR	_____ FAR
Lot Coverage	_____ % of lot	_____ % of lot	_____ % of lot
	_____ sq. ft.	_____ sq. ft.	_____ sq. ft.
Parking			
Building Height			
Number of Stories			
Building Setbacks – Primary			
<i>Front</i>			
<i>Secondary Front Yard (corner lots)</i>			
<i>Side – Interior</i>			
<i>Rear</i>			
Building Setbacks – Accessory			
<i>Front</i>			
<i>Secondary Front Yard (corner lots)</i>			
<i>Side – Interior</i>			
<i>Rear</i>			
Special Setbacks (if applicable)			
<i>Other (_____)</i>			
Number of Residential Units	_____ Dwelling Unit(s)	_____ Dwelling Unit(s)	_____ Dwelling Unit(s)
Residential Density	1 unit per _____ sq. ft.	1 unit per _____ sq. ft.	1 unit per _____ sq. ft.
Useable Open Space	_____ sq. ft.	_____ sq. ft.	_____ sq. ft.
Grading	Grading should be minimized to the extent feasible to reflect existing topography and protect significant site features, including trees.	N/A	Total: _____ cu. yds. Cut: _____ cu. yds. Fill: _____ cu. yds. Off-Haul: _____ cu. yds
Impervious Surface Area	N/A	_____ % of lot	_____ % of lot
		_____ sq. ft.	_____ sq. ft.
Pervious Surface Area	N/A	_____ % of lot	_____ % of lot
		_____ sq. ft.	_____ sq. ft.

CONDITIONS OF APPLICATION

1. All Materials submitted in conjunction with this form shall be considered a part of this application.
2. This application will not be considered filed and processing may not be initiated until the Planning Department determines that the submittal is complete with all necessary information and is "accepted as complete." The City will notify the applicant of all application deficiencies no later than 30 days following application submittal.
3. The property owner authorizes the listed authorized agent(s)/contact(s) to appear before the City Council, Planning Commission, Design Review/Tree Board and Planning Director and to file applications, plans, and other information on the owner's behalf.
4. The Owner shall inform the Planning Department in writing of any changes.
5. **INDEMNIFICATION AGREEMENT:** As part of this application, applicant agrees to defend, indemnify, release and hold harmless the City, its agents, officers, attorneys, employees, boards, committees and commissions from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void or annul the approval of this application or the adoption of the environmental document which accompanies it or otherwise arises out of or in connection with the City's action on this application. This indemnification shall include, but not be limited to, damages, costs, expenses, attorney fees or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the City's action on this application, whether or not there is concurrent passive or active negligence on the part of the City.

If, for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

NOTE: The purpose of the indemnification agreement is to allow the City to be held harmless in terms of potential legal costs and liabilities in conjunction with permit processing and approval.

6. **REPRODUCTION AND CIRCULATION OF PLANS:** I hereby authorize the Planning Department to reproduce plans and exhibits as necessary for the processing of this application. I understand that this may include circulating copies of the reduced plans for public inspection. Multiple signatures are required when plans are prepared by multiple professionals.
7. **NOTICE OF MAILING:** Email addresses will be used for sending out staff reports and agendas to applicants, their representatives, property owners, and others to be notified.
8. **DEPOSIT ACCOUNT INFORMATION:** Rather than flat fees, some applications require a 'Deposit'. The initial deposit amount is based on typical processing costs. However, each application is different and will experience different costs. The City staff and City consultant time, in addition to other permit processing costs, (i.e., legal advertisements and copying costs are charged against the application deposit). If charges exceed the initial deposit, the applicant will receive billing from the City's Finance department. If at the end of the application process, charges are less than the deposit, the City Finance department will refund the remaining monies. Deposit accounts will be held open for up to 90 days after action or withdrawal for the City to complete any miscellaneous clean up items and to account for all project related costs.
9. **NOTICE OF ORDINANCE/PLAN MODIFICATIONS:** Pursuant to Government Code Section 65945(a), please indicate, by checking the boxes below, if you would like to receive a notice from the City of any proposal to adopt or amend any of the following plans or ordinances if the City determines that the proposal is reasonably related to your request for a development permit:

A general plan

A specific plan

An ordinance affecting building permits or grading permits

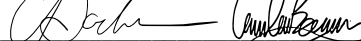
A zoning ordinance

Certification

I, the undersigned owner of the subject property, have read this application for a development permit and agree with all of the above and certify that the information, drawings and specifications herewith submitted are true and correct to the best of my knowledge and belief and are submitted under penalty of perjury. I hereby grant members of the Planning Commission, Design Review Board and City Staff admittance to the subject property as necessary for processing of the project application.

Property Owner's Signature:  Date: 8 / 14 / 2024

I, the undersigned applicant, have read this application for a development permit and agree with all of the above and certify that the information, drawings and specifications herewith submitted are true and correct to the best of my knowledge and belief and are submitted under penalty of perjury.

Applicant's Signature:  Date: 8 / 14 / 2024

NOTE: It is the responsibility of the applicant and their representatives to be aware of and abide by City laws and policies. City staff, Boards, Commissions, and the City Council will review applications as required by law; however, the applicant has responsibility for determining and following applicable regulations.

Neighbor Notification

In the interest of being a good neighbor, it is highly recommended that you contact those homes or businesses directly adjacent to, or within the area of your project. Please inform them of the proposed project, including construction activity and possible impacts such as noise, traffic interruptions, dust, larger structures, tree removals, etc.

Many projects in Sebastopol are remodel projects which when initiated bring concern to neighboring property owners, residents, and businesses. Construction activities can be disruptive, and additions or new buildings can affect privacy, sunlight, or landscaping. Some of these concerns can be alleviated by neighbor-to-neighbor contacts early in the design and construction process.

It is a “good neighbor policy” to inform your neighbors so that they understand your project. This will enable you to begin your construction with the understanding of your neighbors and will help promote good neighborhood relationships.

Many times, development projects can have an adverse effect on the tranquility of neighborhoods and tarnish relationships along the way. If you should have questions about who to contact or need property owner information in your immediate vicinity, please contact the Building and Safety Department for information at (707) 823-8597, or the Planning Department at (707) 823-6167.

I have informed site neighbors of my proposed project: Yes No

If yes, or if you will inform neighbors in the future, please describe outreach efforts:

Website Required for Major Projects

Applicants for major development projects (which involves proposed development of **10,000 square feet of new floor area or greater, or 15 or more dwelling units/lots**), are required to create a project website in conjunction with submittal of an application for Planning approval (including but not limited to Subdivisions, Use Permits, Rezoning, and Design Review). Required information may be provided on an existing applicant web site.

The website address shall be provided as part of the application. The website shall be maintained and updated, as needed until final discretionary approvals are obtained for the project.

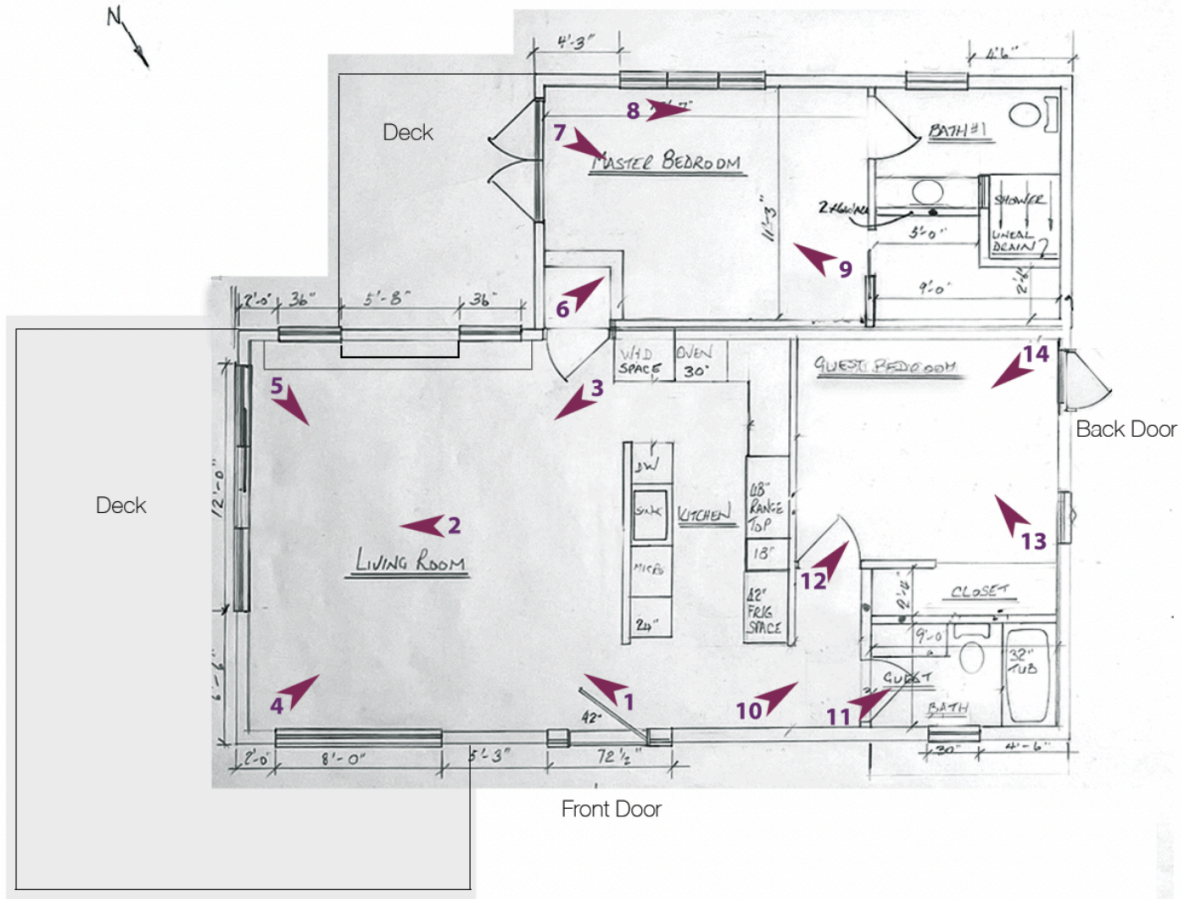
Such website shall include, at a minimum, the following information:

- ✓ Project description
- ✓ Contact information for the applicant, including address, phone number, and email address
- ✓ Map showing project location
- ✓ Photographs of project site
- ✓ Project plans and drawings

7605 Bodega Ave
Hosted ADU Vacation Rental
Application Submittals: Interior Photos

Carlo Besozzi & Carole Dockree
7605 Bodega Ave
Sebastopol, CA 95472

ADU FLOOR PLAN & PHOTO LOCATION KEY



*Note: My parents (Janise & Peter Dockree) who live here 6 months of the year are currently in Florida and will return in September. While they are away the interior and exterior of the ADU are being painted so things are a bit of a mess in these images. I can retake the pictures when the painting is completed if that is relevant to the permitting process.- Carole



1. Entrance towards Living Room



2. Living Room towards Deck



3. Towards Living Room and Dining Area



4. Towards Kitchen & Primary Bedroom



5. Towards Entrance and Kitchen



6. Primary Bedroom



7. Primary Bedroom



8. Primary Bedroom Towards Bathroom



9. Primary Bedroom Towards Deck



11. Guest Bathroom



10. Hallway Near Kitchen & Guest Bath



12. Guest Room Towards Back Door



13. Guest Room



14. Guest Room Towards Hallway



First American Title™

Guarantee

CLTA Guarantee Form No. 28 -
Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-7160021

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.


FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

By: _____
Authorized Countersignature **This jacket was created electronically and constitutes an original document**

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EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

GUARANTEE CONDITIONS (Continued)

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims:

Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

GUARANTEE CONDITIONS (Continued)

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United State of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**



First American Title™

CLTA Guarantee Form No. 28 -
Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-7160021

Schedule A

File No.: 7160021

Guarantee No. 7160021

Amount of Liability: \$2500.00

Date of Guarantee: July 31, 2024 at 7:30 A.M.

Fee: \$400.00

1. **Name of Assured:**

Carole Dockree

2. The estate or interest in the Land which is covered by this Guarantee is:

A FEE AS TO PARCEL(S) ONE, AN EASEMENT AS TO PARCEL(S) TWO

3. The Land referred to in this Guarantee is described as follows:

Real property in the City of Sebastopol, County of Sonoma, State of California, described as follows:

Parcel One:

Being a portion of the prebilich tract in the City of Sebastopol as described in the deed Recorded in [Book 551 of official records, at Page 224](#), Sonoma County records and particularly described as follows:

commence at the 3/4" pipe marking the Southeast corner of Lot 6 in Block 18, of the LINCOLN ADDITION to the City of Sebastopol, as shown on the map recorded in [Book 17 of Maps, at Page 2](#), Sonoma County maps; thence along the Northerly line of island street South 74° 33' 00" East, 90.3 feet and South 74° 33' 00" East 70.0 feet; thence North 14° 09' 00" East 150.0 feet to a 1" steel pin, the Point of Beginning. Of the parcel of land: herein described; thence South 72° 35' 00" East 291.07 feet to a 3/4" pipe; thence North 15° 28' 00" East, 136.55 feet to a 2" X 2" redwood stake on the line between the lands of prebilich and frates; thence along the line. Between the lands of prebilich and frates, North 62° 30' 00" West 257.5 feet to a 1/2" pipe; thence North 16° 47' 00" West, 75.6 feet to a 1/2" pipe at the most Northerly corner. Of the prebilich tract; thence along the Southeasterly line of Bodega Avenue, South 63° 40' 00" West, 74.05 feet to a 3/4" pipe; thence South 23° 42' 00" East, 84.8 feet to a 3/4" pipe; thence South 14° 09' 00" West, 129.2 feet to the Point of Beginning.

Parcel Two:

Together with a right of way over a strip of land eight feet wide, the Easterly line of which coincident with the Westerly line of the above described parcel of land and extends from the Southeasterly line of Bodega Avenue to the Southwest corner of said parcel of land; said right of way being for road. Purposes only.

APN: 004-213-007-000

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

a. Title to the estate or interest in the Land is vested in:

CARLO BESOZZI AND CAROLE DOCKREE, HUSBAND AND WIFE AS COMMUNITY PROPERTY
WITH RIGHT OF SURVIVORSHIP

b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B
which are not necessarily shown in the order of their priority.



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GUARANTEE NUMBER

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Schedule B

File No.: 7160021

1. General and special taxes and assessments for the fiscal year 2024-2025, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Any easements and/or servitudes affecting easement parcel(s) TWO herein described.
4. A deed of trust to secure an original indebtedness of \$940,000.00 recorded MAY 07, 2021 as INSTRUMENT NO. [2021-0056550](#) OF OFFICIAL RECORDS.
Dated: MAY 06, 2021
Trustor: CARLO BESOZZI AND CAROLE DOCKREE, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP
Trustee: FIRST AMERICAN TITLE / FIRST AMERICAN TITLE INS CO (CA)
Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
LENDER: BROKER SOLUTIONS, INC., DBA NEW AMERICAN FUNDING
5. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
6. The new lender, **if any**, for this transaction may be a Non-Institutional Lender. If so, the Company will require the Deed of Trust to be signed before a **First American approved notary**.



First American Title™

First American Title Company
1010 White Rock Road, Ste 300
El Dorado Hills, CA 95762

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.

7605 Bodega Ave
Hosted ADU Vacation Rental
Application Submittals

Carlo Besozzi & Carole Dockree
7605 Bodega Ave
Sebastopol, CA 95472

Written Statement

Over the last few years we have converted an existing detached garage next to our home into an ADU to serve as an age-in-place unit for my parents (Peter & Janise Dockree). They are 79 and 69 years old respectively and currently divide their time between Florida and California. They are our long term tenants in the ADU. My husband was recently laid-off from his job and we are looking for ways to ease the financial strain on our family (which includes our children age 6 and 8 years old). We are seeking a conditional use permit to allow us to rent out our ADU as a temporary vacation rental during the part of the year the ADU is vacant.

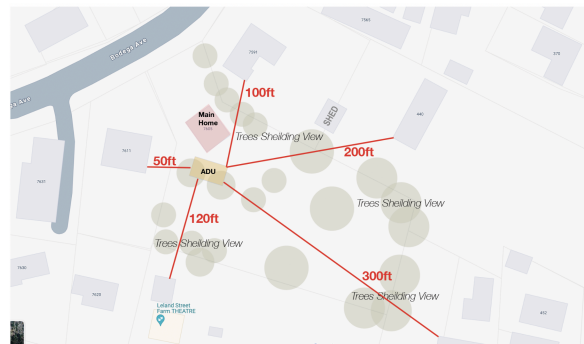
We respect Sebastopol's efforts to create and protect long term and affordable housing options over vacation rentals and want to emphasize in our application that our ADU is first and foremost a permanent home for my parents who are currently living there part time but will transition to living here in Sebastopol full time in coming years. Therefore, if we are permitted to offer vacation rentals while they are in Florida it will **not** be removing a long term unit from the overall housing stock in Sebastopol.

We understand that it is also a priority that a vacation rental does not disturb neighbors or negatively affect the character of the neighborhood. I believe our situation is well suited to hosting a rental without disturbing the neighborhood character or surrounding homeowners for the following reasons.

Our property is in a pocket of unusually low density for both R6 zoning and incorporated Sebastopol while still being located on Bodega Ave, a main arterial road. Aside from our main residence there is only one home within a 100 ft radius of the ADU. The other homes on adjacent properties are 100 ft or more from the ADU and have large trees obstructing any view. We believe this reduces the chances of anyone being disturbed in the vicinity. **Diagram Below

We maintain good relationships with all of our neighbors and have informed everyone on bordering properties of our intentions, they have all been comfortable and supportive.

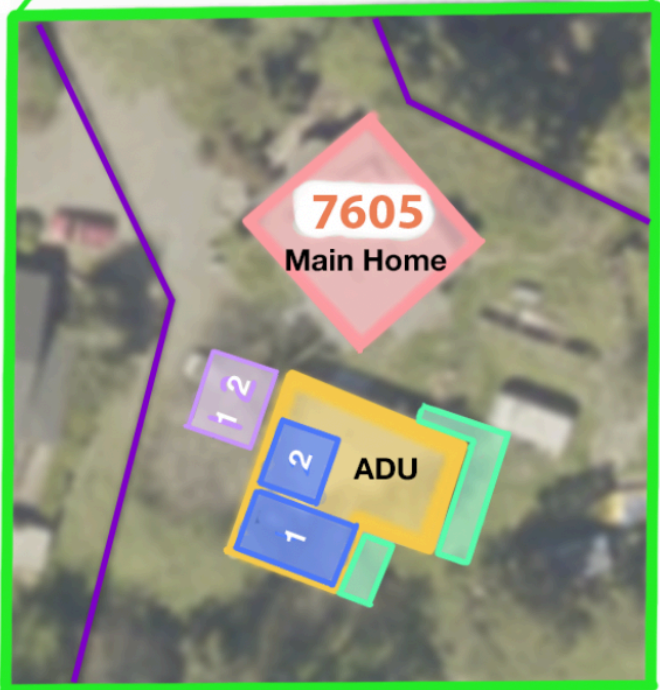
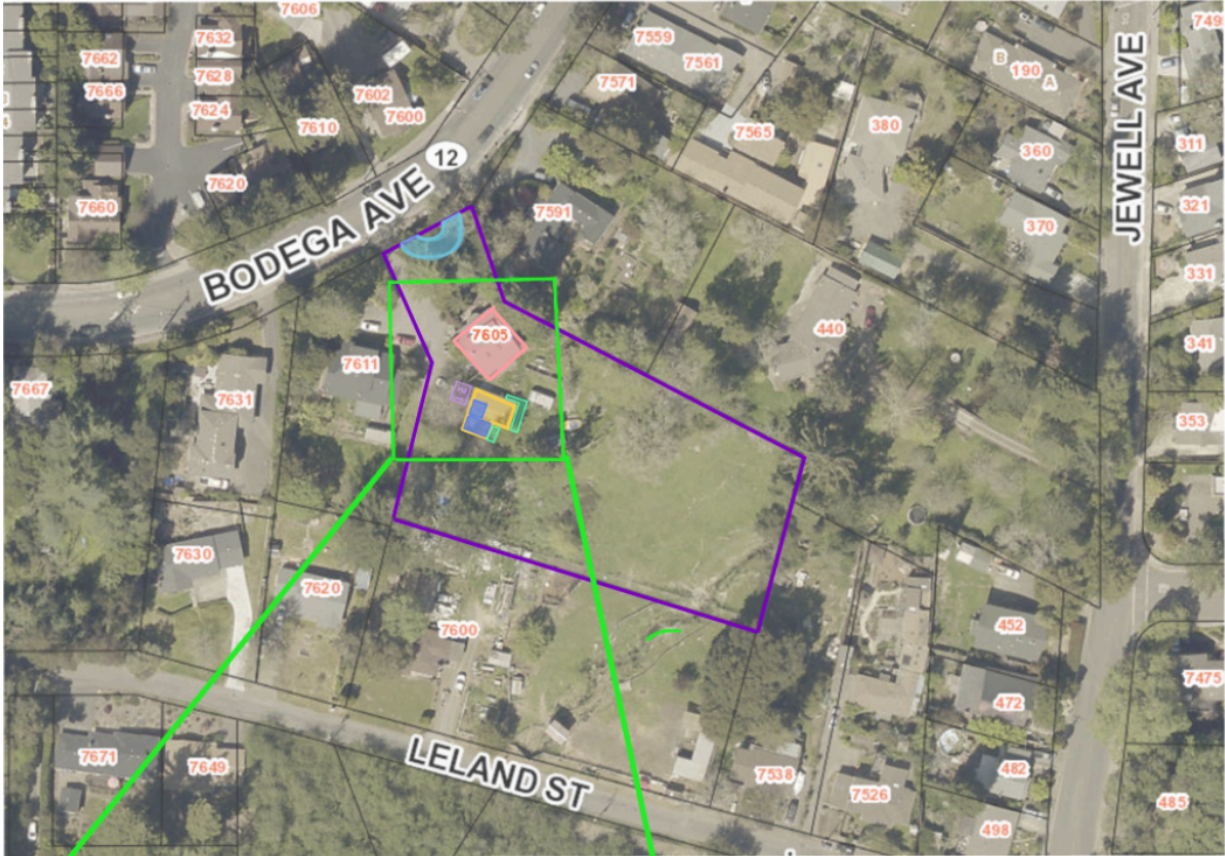
Our home is only 10 feet away from the ADU. We live and work from home full time and would be the first to know if there were any issues. Having children in school (6 & 8yo) means that we have no tolerance for excess noise in the evenings or for any behavior that would not be family friendly.










****Proximity Diagram**

7605 Bodega Ave

Site Map & Key



-  Main Home
-  ADU
-  Bedrooms
-  Deck / Outdoor Space
-  Off Street Parking
-  Owner Parking
-  Property Boundry

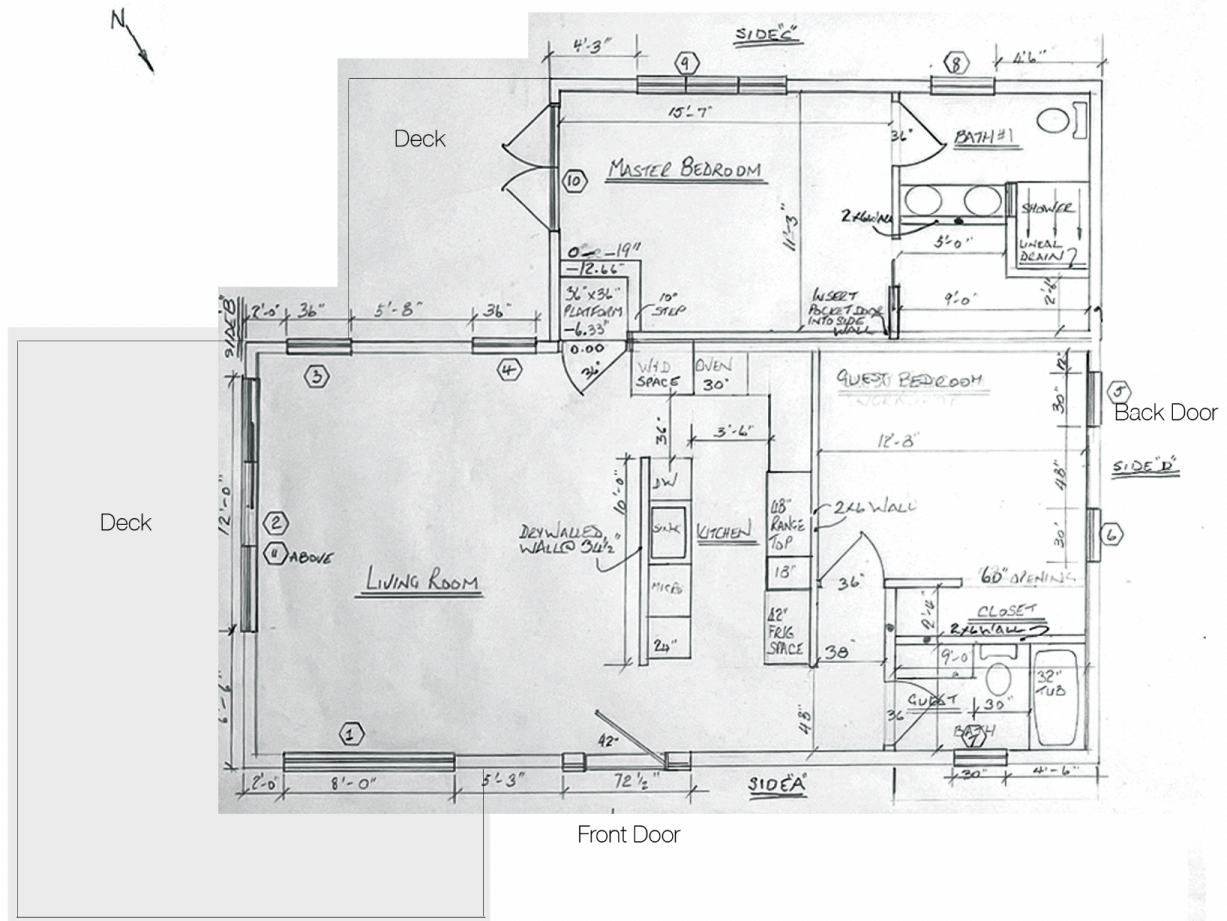
Easement Diagram :



Our home, 7605 Bodega, and 7611 Bodega were built on a single parcel in 1947. When the parcel was divided into separate properties an easement was created along the boundary to ensure shared access to the driveway and to utility lines which run along this strip. This 8 ft strip remains open and is not blocked or affected in any way by our proposal to rent the ADU.

*Referred to as "Parcel Two" in title documents.

7605 Bodega Ave ADU Floor Plan



Site Photos & Key



1. Front of property as seen from Bodega Ave.
ADU is tucked behind the house, barely visible from the street.



2. Driveway; Far right side of driveway (8ft) ,
above is shared with neighbors at 7611 Bodega.



3. North Facing Corner:
Back Door & Parking Spaces



4. Main House on Left showing garage,
ADU on Right; entrance on side facing main
home



5. North/East Facing Side: Entrance of ADU



6. North/East Facing Side; showing deck



7. South/East Facing Deck;
(ADU Left, Main House Right)



**8. View from Deck Toward 7538 Leland
(Art)**



**9. View from Deck Toward 7591 Bodega
(Rosie & Harrison)**



**10. View from Deck Toward 7600 Leland
(Nancy)**



**11. View towards neighbor at 7611
(Ben & Alice, Melissa)**

7611 Bodega is the only neighboring home in clear site of ADU, all other homes on adjacent properties are obscured by fences, trees, and distance.



12. South/West Facing Corner



**13. From ADU Back Door toward
Bodega Ave**

Main House on Right, 7611 on Left



**14. From ADU entrance toward East
Main House on Left**

*We are in the process of painting, cleaning, and doing gardening improvements around the ADU. These images were taken on August 12-15, 2024. We can update the exterior photos when these superficial improvements are completed if relevant to permitting.

Photo Location Key:



From: Janis Dolnick [REDACTED]
Sent: Friday, September 27, 2024 12:12 PM
To: John Jay
Subject: Re 7605 Bodega Ave vacation rental

Mr. Jay,

I want to register my opposition to the application for a conditional use permit to allow a hosted rental for more than 31 days a year in the ADU at 7605 Bodega Ave.

Actual rental spaces are very hard to come by in Sebastopol. We need more rentals, not less, for longterm permanent tenants. Permanent tenants become employees in the city and surrounding areas of the county. They add value for everyone. Instead, this only serves the owners' profit motive. If we had a surfeit of rental properties, or if they lived in a remote bucolic setting, I would have no objection. But that is not the case.

Yes, I can hear the objection which would say tourists will spend their money here and that's a good thing for the city which is strapped for money. But the people who want to live in Sebastopol need a place to live. When they can't find a place to live they leave, leaving the city still strapped for money.

Respectfully,

Janis Dolnick
[REDACTED]