

Agenda - Dundee Tourism Committee

Date: Wednesday, November 28, 2018 **Start:** 8:30 am

Attendance: Chair Ted Crawford ____, Joe Buck ____, Megan Carda ____, Ayla Holstein ____, Nancy Ponzi ____, Jennifer Sitter ____, Marque Wright ____, Noel Johnson ____, Matt Daley ____.

<i>Agenda Items</i>	<i>Presenter</i>	<i>Time allotted</i>
1. Final AJ Ramadan Update	AJ	5
Action:		
2. WVVA Grant Status	AJ	5
Action:		
3. Transition of AJ to DNA Studios (Molly)	Molly Bailey	25
Action:		
4. Updating Dundee's Vacation Rental Ordinance	Ted/Megan	10
Action:		
5. Dundee-Newberg Tourism Collaboration Update	Ted	5
Action:		
6. Deck the Hills Update	Ted/Cathy	5
Action:		

Meeting of the Tourism Committee October 24th, 2018

Committee Chair, Ted Crawford called the meeting to order at 8:30 am at the Dundee City Hall. Members of the committee present at the October 24th tourism meeting included: Ted Crawford, Ayla Holstein, Megan Carda, Jennifer Sitter, Noel Johnson. Also in attendance: Rob Daykin, Rob Felton, AJ Ramadan, and Cathy Martin.

AJ gave his monthly update and discussed why Travel Dundee didn't get the Travel Oregon Grant. Due to not having proper city documents the committee wasn't able to get the grant. The committee decided to have AJ apply for the WVVA grant. AJ recommended Kristin Anderson taking over for him as the Web and Social Media Manager for Travel Dundee.

Rob Felton discussed how Dundee and Newberg should join forces and the positive impact the two cities could have by working together. The committee considered how much of their funds they would be willing to put into the collaboration of Dundee and Newberg coming together. Rob Daykin explained how the tourism funds are used in Dundee for tourism facilities, including the landscaping improvements along the highway. The committee discussed what the collaboration with Newberg would look like. Ted noted that Newberg retains a greater amount of their transient rental tax (TRT) for general governmental operations since they do not have the same restriction as Dundee that must use 70% of the TRT for tourism promotion. Ted estimated that Newberg intends to devote 50% of their TRT to tourism promotion and suggested that Dundee match the same percentage for the joint marketing efforts. The committee talked about what the Dundee/Newberg committee would look like and who should be on it. Rob Felton reviewed Newberg's position and what their plans are moving forward, and he noted the steps Dundee and Newberg needs to do to start moving forward with the integration of the two cities marketing programs.

The committee approved the August 22nd, 2018 and September 26th 2018 minutes.

The committee discussed Deck the Hills and how they have supported it and how they will support it moving forward. Travel Dundee agreed to contribute two thousand dollars to the Seattle targeted marketing campaign for Deck the Hills.

The meeting was adjourned at 10:00 am.

Ted Crawford, Chair

CITY OF DUNDEE, OREGON
WEBSITE AND SOCIAL MEDIA MANAGEMENT AGREEMENT

This Website and Social Media Management Agreement (“Agreement”) is made and entered into this day of , 2017 (“Effective Date”) by and between the City of Dundee, a municipal corporation of the State of Oregon, hereinafter called (“Owner”), and AJ Ramadan (the “Website and Social Media Manager”) of The Rama Agency, LLC, hereinafter called (“Consultant”).

RECITALS

WHEREAS, the Owner’s 2017-2018 fiscal year budget provides for services related to website and social media management for Travel Dundee Oregon; and

WHEREAS, Owner has need for the services of a company with a particular training, ability, knowledge, and experience possessed by Consultant, and

WHEREAS, Owner has determined that Consultant is qualified and capable of performing the professional services Owner requires, pursuant to the terms of this Agreement.

AGREEMENT

THEREFORE, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** Consultant shall initiate services immediately upon receipt of Owner’s notice to proceed together with an executed copy of this Agreement. Consultant agrees to complete work that is described in Exhibit A and by this reference made a part hereof (the “services”). The parties may modify the services by including desired changes in a written “change order” that explains the changes and the adjustment to the payment for the services that will result from such changes.

2. **EFFECTIVE DATE AND DURATION.** This Agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, on October 31, 2018. On or around June 2018, a new, written agreement can be made for continuation of services.

3. **COMPENSATION.** The Owner agrees to pay Consultant \$750 per month for performance of those services described in Exhibit A. For special projects, outside the scope of Exhibit A, Owner shall pay Consultant \$50 per hour. Owner must preauthorize all special projects. Any and all payments made to the Consultant shall be based upon the following applicable terms:

 A. Consultant’s expenses are not reimbursable unless they are specifically identified as reimbursable in this Agreement.

 B. Payment will be made in installments based on Consultant’s invoice, subject to the approval of the Owner.

 C. The Owner certifies that sufficient funds are available and authorized for expenditure to finance costs of this Agreement during the current fiscal year. Funding during future fiscal years shall be subject to budget approval by Dundee’s City Council.

4. **OWNERSHIP OF WORK PRODUCT.** Owner shall be the owner of and shall be entitled to possession of any and all work products of Consultant which result from this Agreement, including any computations, plans, correspondence or pertinent data and information gathered by or computed by Consultant prior to termination of this Agreement or upon completion of the work pursuant to this Agreement.

5. **ASSIGNMENT/DELEGATION.** Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented.

6. **STATUS OF CONSULTANT AS INDEPENDENT CONSULTANT.**
Consultant certifies that:

A. Consultant acknowledges that for all purposes related to this Agreement, Consultant is and shall be deemed to be an independent Consultant as defined by ORS 670.600 and not an employee of Owner, shall not be entitled to benefits of any kind to which an employee of Owner is entitled and shall be solely responsible for all payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or any administrative agency to be an employee of Owner for any purpose, Owner shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of this Agreement, to the full extent of any benefits or other remuneration Consultant receives (from Owner or third party) as a result of said finding and to the full extent of any payments that Owner is required to make (to Consultant or to a third party) as a result of said finding.

B. Consultant is not an officer, employee, or agent of the Owner as those terms are used in ORS 30.265.

7. **INDEMNIFICATION.**

A. Consultant represents that all of its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a Consultant's work or payment to Consultant by Owner shall not operate as a waiver or release.

B. Consultant agrees to indemnify and defend the Owner, its officers, employees, agents and representatives and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place including any hearing before federal or state administrative agencies) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the services described in this Agreement, except liability arising out of the sole negligence of the Owner and its employees.

8. **INSURANCE.** While this Agreement is in effect, Consultant shall maintain insurance coverage in the following minimum amounts:

Automobile Liability: \$100,000 per occurrence

Worker's Compensation: As required by law

Consultant shall provide the City with an endorsement naming the City, its officers, employees, and agents, as an additional insured.

9. METHOD & PLACE OF SUBMITTING NOTICE, BILLS AND PAYMENTS. All notices, bills and payments shall be made in writing and may be given by personal delivery, mail or email. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

CITY OF DUNDEE	THE RAMA AGENCY, LLC
Attn: Rob Daykin	Attn: AJ Ramadan
Address: PO Box 220 Dundee OR 97115	Address: 1333 NE Orenco Station Pkwy #143 Hillsboro, OR 97124
Phone: (503) -538-3922	Phone: (503) 475-1244
Email: Rob.Daykin@dundeeOwner.org	Email: ajrmdn@gmail.com

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

10. MERGER. This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

11. TERMINATION. At any time and without cause, either party may terminate this Agreement at any time by providing 30 days advance written notice. In the event of such termination, the Owner shall be obligated to pay only for actual services provided by Consultant.

12. ACCESS TO RECORDS. Owner shall have access to such books, documents, papers and records of Consultant as are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

13. FORCE MAJEURE. Neither Owner nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or unusually severe weather, or delay of supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

14. NON-WAIVER. The failure of Owner to insist upon or enforce strict performance

by Consultant of any of the terms of this Agreement or to exercise any rights hereunder should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

15. ERRORS. Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

16. ATTORNEY'S FEES. In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

17. GOVERNING LAW. The provisions of this Agreement shall be construed in accordance with the provisions of the laws of the State of Oregon. Venue shall be in the Yamhill County Circuit Court.

18. COMPLIANCE WITH STATE AND FEDERAL LAWS/RULES; NON-DISCRIMINATION.

A. Consultant shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, the requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapters 279A, 279B and 279C, the provisions of which are hereby made a part of this agreement.

B. Consultant agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws.

19. CONFLICT BETWEEN TERMS. It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

20. AUDIT. Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the contract period. Consultant agrees to permit Owner, the State of Oregon, the federal government, or their duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

21. SEVERABILITY. In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the agreement.

22. WAIVER; MODIFICATION. No waiver, consent, modification, or change of terms

of this Agreement shall bind either party unless in writing and signed by both parties. Consultant, by the signature of its authorized representative, hereby acknowledges that he/she has read this Agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Owner and Consultant have executed this Agreement on the Effective Date.

City of Dundee:

Rob Daykin, City Administrator

The Rama Agency LLC:

AJ Ramadan

EXHIBIT A

Description of Services

Description of the Services. The Web and Social Media Manager will update the Travel Dundee web site, including adding events, news articles, hotel, wineries, recreational businesses, restaurants, and specials for the Owner in a professional and timely manner.

The Web and Social Media Manager will also maintain and update social media pages. All updates and social media sites will comply with the standards set forth. Scope of work for Social Media will include but not limited to traveling to Dundee 2-3 times a month {i.e. to take pictures, videos, visit and talk with local business owners, and develop a relationship with the community}, to create a social media strategy with timed and scheduled posts, create “give away” campaigns, and excitement, to generate more likes and follows.

The Web and Social Media Manager will create, edit and send a quarterly e-newsletter. Content for the newsletter will be primarily provided by members of the Tourism Committee and selected local business owners.

The Web and Social Media Manager will update the Tourism Committee on previous month’s activities with a written report presented at a scheduled Tourism Committee meeting, establish quarterly goals with the Tourism Committee related to performance of the Travel Dundee web site and social media, maintain travel information at the information kiosk located at the Dundee Bistro, and prepare minutes of the Tourism Committee meetings.

Web and Social Media Monthly Update

October 2018

Over the last month I curated social media posts for both Facebook and Instagram. I submitted the same grant we put in to Travel Oregon to WVVA. We should find out on the 30th of this month if we get the grant or not. I will not be working with Dundee as of the end of November. Molly Baily and the DNA Agency will be taking over the Web and Social Media Management position for Travel Dundee.

Dundee Development Code Provisions

17.203.050 Bed and breakfast inn in residential zones.

Bed and breakfast establishments shall conform to the following standards:

- A. Owner- or Manager-Occupied Single-Family Structure. The structure is designed and occupied as a single-family residence by either the owner or a manager.
- B. Off-Street Parking. A minimum of one off-street parking space per guest room plus two off-street parking spaces for the owner/resident manager, pursuant to DMC 17.304.040, must be provided on the site.
- C. Maximum Stay. The maximum length of stay is 28 days per guest.
- D. Food Service. A morning meal must be provided as part of the overnight lodging fee. All other commercial food service is limited to serving overnight guests of the bed and breakfast.

17.203.240 Vacation rentals.

All short-term vacation rentals shall conform to the following standards:

- A. Purpose. The purpose of this section is to provide a process and standards for allowing short-term vacation rental units. Vacation rental units shall be allowed anywhere residential uses are allowed, except they will not be allowed in multifamily dwellings.
- B. Review Process. Vacation rentals shall be processed as a Type I application when the dwelling has three or fewer bedrooms, and as a conditional use application when the dwelling has four or more bedrooms.
- C. Notice. A written notice of the vacation rental decision shall be sent to all neighboring properties within 100 feet of the proposed vacation rental. The notice shall contain all of the following information:
 - 1. The name, address, and telephone number of a local contact person responsible for maintenance and responding to emergencies, so that residents may report any problems with the vacation rental.
 - 2. The contact information for the city of Dundee.
- D. Business License and Transient Room Tax. The owner of the vacation rental unit shall annually renew a business license with the city of Dundee, and shall comply with Chapter 3.04 DMC, Transient Room Tax.

E. Standards.

1. Off-Street Parking. A minimum of one off-street parking space per guest room, pursuant to DMC 17.304.040, must be provided on the site.
2. Trash and Recycling Facilities. The applicant shall provide for regular trash collection. Available bins must have adequate capacity for the renters, and no uncontained garbage is allowed on the site.
3. Pets. Pets shall comply with DMC Title 6.
4. Noise Limits. All activities associated with the vacation rental shall comply with the noise standards in Chapter 8.28 DMC.
5. RVs and Other Temporary Shelters. The premises of the vacation rental may not include any occupied recreational vehicle, trailer, tent, or other temporary shelter during the rental occupancy.
6. Landscaping. The property shall be landscaped and continuously maintained in good repair in the manner of a permanent residence.
7. Nuisances. All activities associated with the vacation rental shall not cause a nuisance as defined in Chapter 8.16 DMC.
8. Posting of Information. The applicant shall keep posted a list of information about the vacation rental adjacent to the front door inside the dwelling. At a minimum, the posting shall include the following information:
 - a. The name and contact information for a local contact person responsible for maintenance and responding to emergencies.
 - b. The current annual vacation rental business license.
 - c. The contact information for the city of Dundee.
 - d. Any requirements for the vacation rental to ensure it complies with this code.
9. Guest Register. The owner or local representative shall maintain a guest register listing each tenant of the vacation rental along with the number of dwelling occupancy days. The register shall be available for city inspection upon request.
10. Accessory Dwelling Units. Accessory dwelling units shall not be used as vacation rentals.

F. Complaints and Permit Revocation. Complaints regarding the use of the vacation rental shall be reviewed by the city administrator or designee. The city shall notify the property owner in writing of any corrective action necessary to mitigate the complaint, and the owner shall have 30 days to correct the identified issue. If the city receives two or more unresolved complaints within a 12-month period, the city administrator may schedule a hearing before the planning commission to consider adding additional conditions for mitigation or revoking the vacation rental permit. The owner may appeal the planning commission decision to the city council.

17.501.020 Definitions.

“Bed and breakfast establishment” means a structure designed and occupied as a single-family residence in which lodging rooms plus a morning meal are provided on a daily or weekly basis. A bed and breakfast structure must be owner or manager occupied.

“Dwelling, multifamily” means a building containing three or more dwelling units designed for occupancy by three or more families living independently of each other.

“Dwelling, single-family” means a detached building containing one dwelling unit designed exclusively for occupancy by one family.

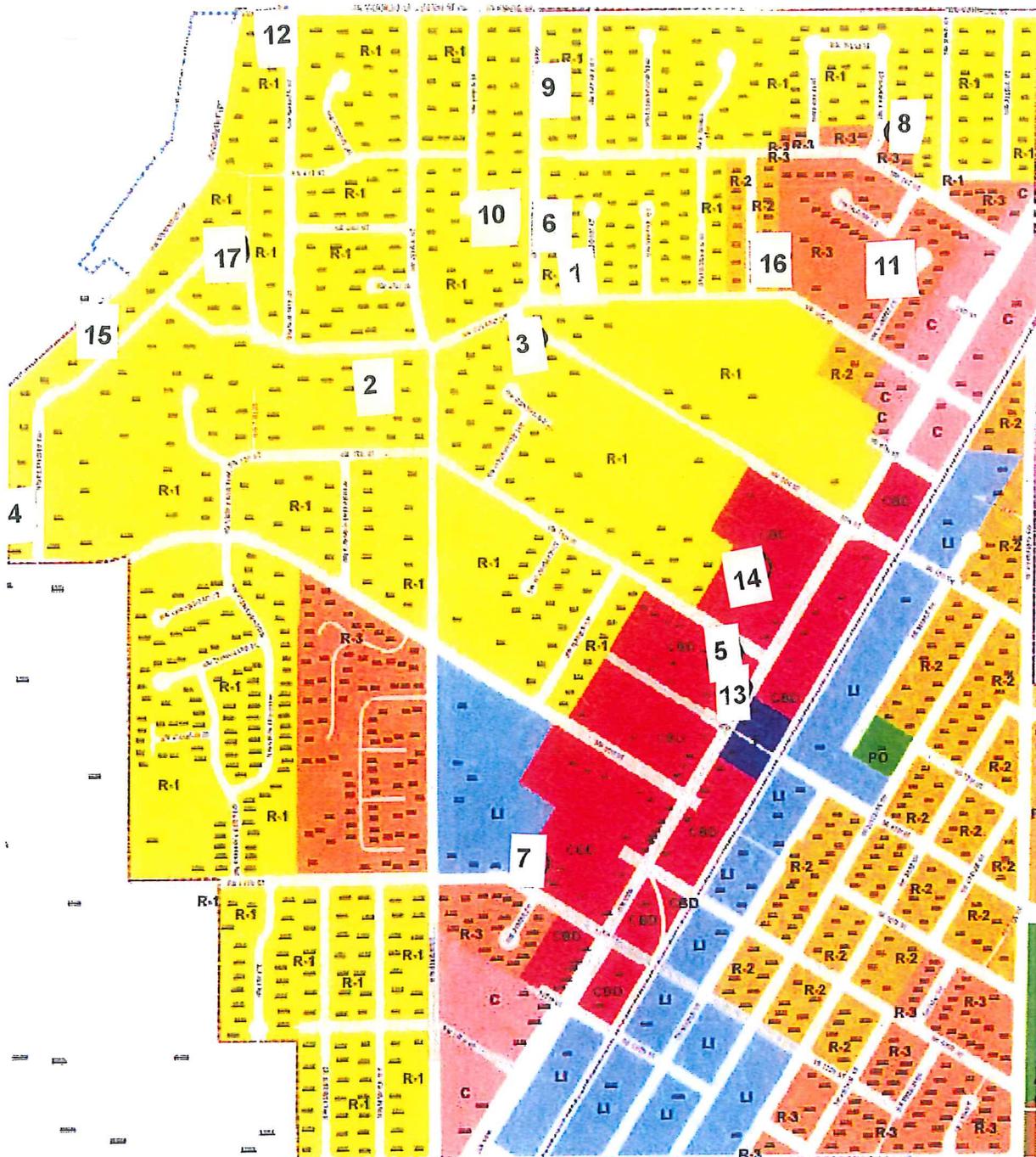
“Dwelling unit” means one or more rooms designed for occupancy by one family and not having more than one cooking facility. “Dwelling unit” includes an individual unit within a manufactured dwelling, but not within a recreational vehicle, a recreational structure, a hotel or motel room, or a campground space.

“Family” means an individual or two or more persons related by blood or marriage or a group of not more than five persons who need not be related by blood or marriage living together in a dwelling unit. “Family” includes a group of individuals with disabilities living as a single housekeeping unit.

“Hotel” means a commercial establishment offering lodging to transient (less than 30 days) residents, and often having restaurants, meeting rooms, stores, or other facilities that are available to the general public.

“Motel” means a commercial establishment offering lodging to transient (less than 30 days) residents, and which usually has each room open to the outside.

“Vacation rental” means a dwelling unit built for permanent use that is rented out in its entirety for the purpose of overnight lodging to visitors for less than 28 days at any one time. Vacation rental does not include a dwelling in which individual rooms are rented out separately; this type of use would fall under “bed and breakfast establishment.”



- | | | | | | |
|----|-----|--------------------------------|-----|-----|-------------------------------|
| 1. | V | 172 SW Hawthorne Court | 10. | V | 141 SE Brier Place |
| 2. | V | 1029 SW Upland Drive | 11. | V | 202 SW Namitz Court |
| 3. | V | 767 SW 5 th Street | 12. | V | 292 NW Walnut Avenue |
| 4. | B&B | 1010 SW Red Hills Drive | 13. | V/C | 760 Hwy 99W |
| 5. | V/C | 155 SW 7 th Street | 14. | V/C | 130 SW 7 th Street |
| 6. | V | 395 SW Dogwood Drive | 15. | V | 742 Red Hills Drive |
| 7. | V/C | 220 SW 11 th Street | 16. | B&B | 309 SW Birch Street |
| 8. | V | 120 SW Cherry Street | 17. | V | 309 Red Hills Drive |
| 9. | V | 191 NW Dogwood Drive | | | |

V = Vacation Rental B&B = Bed & Breakfast V/C = Vacation Rental/Hotel in Commercial Zone



DUNDEE
Oregon

Monthly Marketing Proposal

HOW much will it cost? I believe we can reach a large demographic in specific targeted areas with a budget of \$600 a month. Split between Facebook and Instagram I would use \$300 on each platform to boost weekly posts and to gain more likes and follows. With \$600 we could boost each post on both platforms for \$15 dollars a post. This will allow us to build analytics and recognize which posts are affective and to what demographic they are reaching the most. After proper analytics are built the marketing budget can be increased to maximize proper outreach.

WHO will we be reaching? With the monthly budget, I will be boosting posts to target women, men, and groups to come stay and enjoy Dundee's amenities and wine country. Once the social media analytics are built we can specifically target our demographic with tailored posts geared towards each group.

WHICH posts will be boosted? I will be focusing on creating "heads in beds" posts to promote staying the weekend in Dundee in one of the local lodgings paying the lodging Tax to Dundee. I will also boost posts that feature Dundee's amenities such as the wineries, wine tours, dining experiences, events, and giveaway's.

WHY did I choose this budget? After meditating on my own experience, researching, and meeting with other social media managers I came to the conclusion that it's important for Dundee to learn about exactly who they want to market to. I believe \$600 is more than enough to help us create the analytics we need to learn. This will help us learn who our direct and specific targeted markets are and how we should advertise to them.



TRAVEL DUNDEE

Social Media & Content Creation by DNA PDX

DNA PDX // 920 SW Sixth Ave. 12th Floor // 503.592.2131 // molly@dnapdx.com

A SOCIAL EXPERIENCE

How social media is transforming the tourism industry:

TRAVEL RESEARCH

- Destination discovery: 89% of millennials plan travel based on content posted by brands or peers on social media. The trend of travel inspiration using social content is growing quickly throughout all demographics due to its accessibility.

ABILITY TO SHARE

- Hashtags and other tactics allow audiences the engage with brands through social contests, user generated content and shares (aka digital word of mouth). This boosts authenticity and is also free promotion for brands and cities.

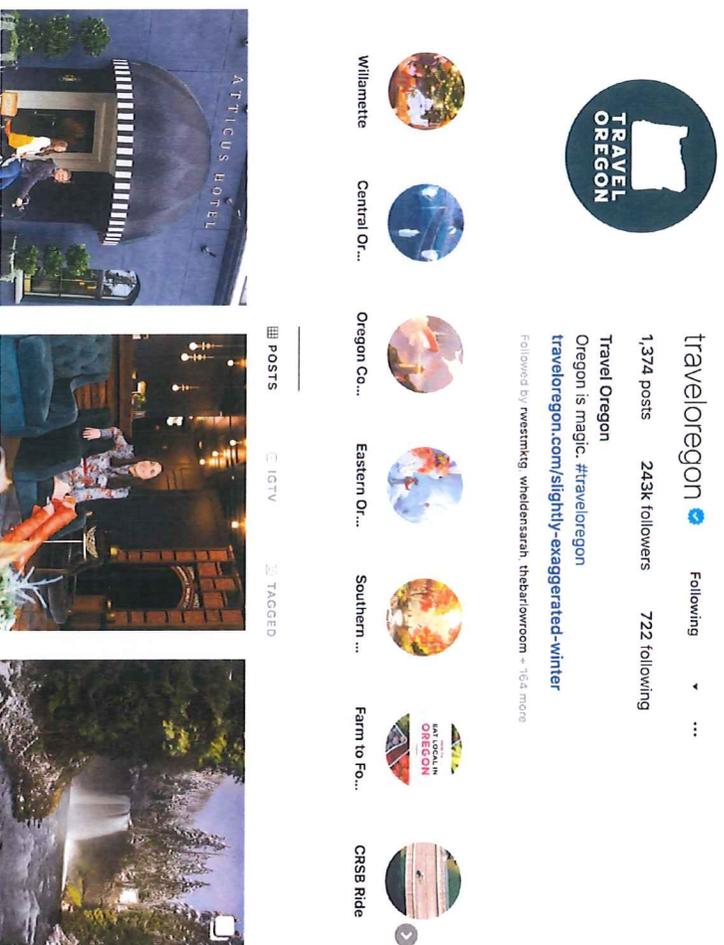
INCREASED INTERACTION

- Social media allows brands to engage directly with their followers. It also increases sincerity and makes audience members feel valued and heard.

WHO'S DOING IT WELL & HOW?

TRAVEL OREGON & VISIT MCMINNVILLE

- Rely on a mix of user-generated and original content
- Maintain consistent themes and quality
- Take advantage of native platform features – For example Instagram stories and highlights
- Maintain warm, authentic brand voices
- Travel Oregon is utilizing the YouTube Channel to create sections and playlists that fit with the season



The screenshot shows the Instagram profile for 'traveloregon'. The profile picture is a dark circle with a white outline of Oregon and the text 'TRAVEL OREGON'. The bio includes the website 'traveloregon.com/slightly-exaggerated-winter' and a list of followed accounts: 'rwestmkg', 'wheidersarah', and 'thebirdroom' (with '-164 more' below). The page shows three posts: a photo of the Articus Hotel entrance, a woman sitting on a chair in a lounge, and a waterfall in a forest.

traveloregon Following ...

1,374 posts 243k followers 722 following

Travel Oregon
Oregon is magic. #traveloregon
traveloregon.com/slightly-exaggerated-winter

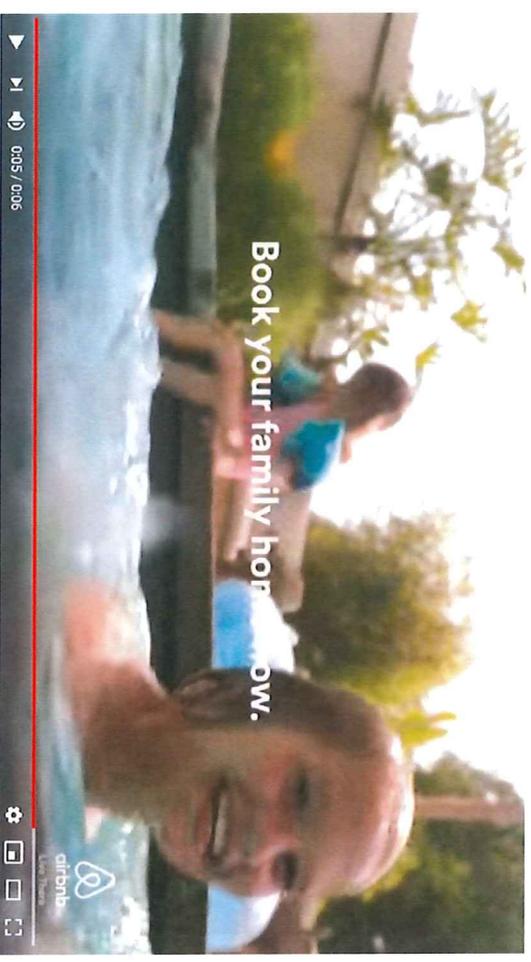
Followed by rwestmkg wheidersarah thebirdroom · -164 more

Williamette Central Or... Oregon Co... Eastern Or... Southern ... Farm to Fo... CRSB Ride

posts IGTV TAGGED

VALUE OF VIDEO CONTENT

- Views of branded video content have increased 99% on YouTube and 258% on Facebook between 2016 and 2017
- By 2019, video content will be the driving factor behind 85% of search traffic in the U.S.
- Video generates higher engagement and more click-throughs than static content



:06 Second Clips for Instagram by **Airbnb**

<https://bit.ly/2KCWqsf>



TRAVEL ALBERTA

- Original content including video
- Web site, Facebook and YouTube Channel



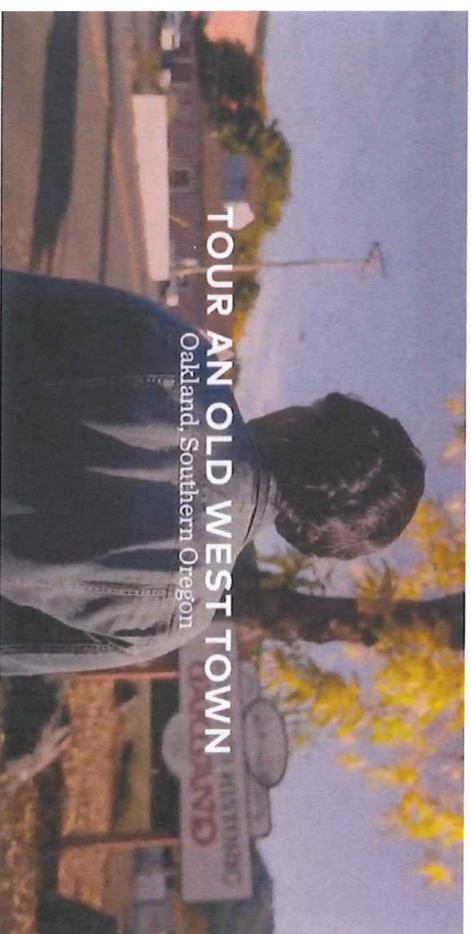
1-minute Videos for Web and Social

<https://bit.ly/2raGDZg>

TRAVEL OREGON

TRAVEL OREGON

- Small narrated stories that uncover something unknown to most
- Web site, Facebook and YouTube Channel



<https://bit.ly/2KJNylb>

LET'S ELEVATE TRAVEL DUNDEE SOCIAL

Overarching objective

Inspire tourism including
overnight leisure travel
through industry-leading
social engagement

- Establish baseline metrics and set goals
- Grow and align strategic partnerships to leverage resources
- Empower and equip local businesses and ambassadors with content to share
- Build a solid digital ecosystem that empowers Dundee area visitors and passionate residents to engage in tourism

WHAT THAT LOOKS LIKE IN PRACTICE

1. **Determine Objectives & Target Audience**
2. **Build out content calendar & plan video shoots**
 - ✓ Active and reliable cadence of content posting
 - ✓ Shoot assets to platform specs and take advantage of capabilities (i.e. Instagram stories or igtv).
 - ✓ Develop a suite of varied content – videos, still imagery, and text that’s authentic, inspiring, and can spark engagement (some UGC, but mostly original content)
 - ✓ Create content buckets that leverage seasonal activities
 - ✓ Ongoing content sharing with partners – like Travel Oregon
3. **Monitoring and Measuring**
 - ✓ Ongoing analysis of what is performing well (a/b testing).
 - ✓ Test promoted posts.
 - ✓ Transparent reporting so that the tourism committee can weigh-in on initiatives and strategy
 - ✓ Adjust according to analytics on a monthly basis
4. **Continue to Evolve Strategy**
 - ✓ Build relationships when we create content
 - ✓ Stay engaged in what other DIMOs and RDIMOs are doing – attend Oregon Tourism Commission meetings when possible.

Dear Dundee Tourism Committee,

As you are all aware, I am a stakeholder in the vacation rental industry; however, you may not know that I am a born and raised native of the communities of Dundee and Newberg. Growing up in Dundee, I recall all of the memories of riding my bike to the corner store for a 5 ¢ treat or a lifetime favorite memory of 5th grade Outdoor School with Dundee Elementary. This is my home, my community, and my future. And I want to express that my goal has always been to make every effort to ensure our community, family, and friends come first, and business second.

Below you will find my discoveries and recommendations on possible regulations for our community. Through my research and communications with affiliate vacation rental partners, one of the best vacation rental ordinance solutions that I have found to help guide us in this process are those of the City of Coeur d'Alene, ID. The reasons I was drawn to these regulations was mainly about their sense of community matching in line with our sense of community. They too have a rapidly growing and thriving tourism economy, and they too had the opportunity to jump on healthy regulations before things were out of control.

Since I have embarked into vacation rental management industry, many of the worries of community members that have been brought to my attention are based on fears, and fears can become reality if we don't face them head on. The truth is there are a lot of do-it-yourselfers out there who may not be educated on proper standards of being a lodging provider and/or expectations of the community. I believe it is our responsibility to help them understand the needs, desires and requirements of the community so we can all continue to grow a successful, safe, and prosperous tourism industry.

I believe these are the major concerns of neighbors and community members as vacation rentals expand in our hometown:

- Parties & Over Occupancy
- Not Paying Taxes
- Parking Issues
- Lack of Affordable Housing

I would like to take a moment to address these concerns from my personal perspective as both a community member and a stakeholder in the industry, as well as shine light on how the City of Coeur d'Alene faced these posing fears themselves.

Parties & Over Occupancy

- 1 family can be in a vacation rental at once.
- Ability to respond onsite within 1 hour.
 - This will cut down on non-responsive owners/managers who are not around to tackle challenges.
 - Carlton, OR, currently has a rule that a representative must live within 10 miles of the city limits and be registered with the city as an emergency contact.
 - McMinnville, OR, also requires a local representative to be registered with the city as an emergency contact.
- Currently the City quite time ordinances are in place to help with this, but I believe we as the Tourism Committee could create a "Good Neighbor" posting that is required to be insight at all times for lodging guests while in homes.

- How Lifestyle Properties is currently tackling this challenge: Fridge magnets with contact information for neighbors. Also, presenting neighbors with the house rules that are posted for guests, so they know what we have asked of them. Personally we are on call 24/7, and we are happy to tackle any challenge immediately when we *know* it is occurring.
- NOTE for Education Purposes: Owners/Managers are legally allowed to evict short-term rental guests if there is a problem.

Not Paying Taxes

- Require each individual vacation rental to be registered, not just the property management company or single owner with multiple properties, and list their registration number across all listing sites.
 - If no permit number is listed, then they will be asked to provide info, apply, or are operating illegally.
 - Requiring registration can decrease ignorance.
- Suggest a \$295 permit fee to verify that the owners/managers are being compliant and a \$95 renewal fee annually.

Parking Issues

- 1 legal off-street parking space per bedroom, with a minimum of 2.
 - With this rule and one family occupancy, I believe the 3 room maximum can be lifted.
 - May suggest however a cap on bedrooms of 6 in city limits; conditional use permit required thereafter.

Lack of Affordable Housing

- I still need to get exact figures, but vacation rentals are well under 1% of the housing stock. The fear of them taking over affordable is not reality. Housing has become more expensive due to a healthy economy and tourism in general.
 - My personal goal in business is to educate homeowners on the real costs of owning a vacation rental and helping them to determine if that option is truly the best route for themselves and their property. Oftentimes in educating homeowners on this, they realize long-term is the best fit. And other times they know their intended purpose it to use it frequently, and then it does in fact make sense!
- Vacation rentals contribute to the overall health of a community as they bring in tax dollars that then are not needed from local property owners. 30% of the tax dollars go back to the improvement of our overall community and neighborhoods, all while helping to create a community worth living in. Economic tourism development is a positive for our town.
- The solution to lack of affordable housing, is building affordable housing when it is needed. Less large and luxury neighborhoods. Smart, efficient and affordable neighborhood planning in the future will help create opportunities to families of all levels.
 - In addition, I encourage HOAs and CC&Rs to develop rules and regulations for themselves, if the neighborhood chooses that vacation rentals are not the right fit for their micro community, they can make that choice as well. Then potential buyers know that the neighborhood is not a good fit for a vacation rental, and they need to look elsewhere.

I believe my proposal for the continued development for the City of Dundee's vacation rental ordinances is simple, straightforward, and can work for the overall positive growth of the industry. As well as it has been working well in a similar minded community of Coeur d'Alene. We still have an opportunity to be on top of the growth in our community before we run into issues as other communities have. I encourage

revamping our regulations, taking the steps to verify applicants, and striving to build a positive community vibe as the tourism industry expands in our town.

I look forward to continuing to develop the industry I am invested in and the community I am rooted in. I am confident that this committee can create an excellent proposal for our growth that keeps all neighbors, lodging visitors, and stakeholders pleased with tourism in our growing community.

Short-Term Rental Ordinances in Coeur d'Alene:

https://www.cdaid.org/files/Arts/3594_CB_17-1037_Short_Term_Rental_final.pdf

Community members online registration for vacation rentals in Coeur d'Alene:

<https://www.cdaid.org/3222>

All my best,

Megan Carda

Co-Founder & Managing Director

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www.PinotCar.com

www.DestinationWillamette.com



COUNCIL BILL NO. 17-1037
ORDINANCE NO. 3594

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO, ADDING A NEW ARTICLE X, SHORT-TERM RENTALS, TO CHAPTER 17.08 OF THE COEUR D'ALENE MUNICIPAL CODE; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE PUBLICATION OF A SUMMARY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon recommendation of the Planning and Zoning Commission, it is deemed by the Mayor and City Council to be in the best interests of the City of Coeur d'Alene that said Article X, Short-Term Rentals, Chapter 17.08, of the Coeur d'Alene Municipal Code be adopted;

NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Coeur d'Alene:

SECTION 1. *That a new Article X, Short-Term Rentals, be added to Chapter 17.08 of the Coeur d'Alene Municipal Code as follows:*

**CHAPTER 17.08
SPECIAL/HAZARD AREA REGULATIONS**

**ARTICLE X
SHORT-TERM RENTALS**

- 17.08.1010: PURPOSE:**
- 17.08.1020: DEFINITIONS:**
- 17.08.1030: PERMIT REQUIRED:**
- 17.08.1040: STANDARDS:**
- 17.08.1050: VIOLATIONS; PENALTIES:**

17.08.1010: PURPOSE:

A. The purpose of this Article is to establish regulations for the use of Residential Dwellings as Short-Term Rentals to safeguard the public health, safety and general welfare, to protect the integrity of the City's neighborhoods, to establish a system to track the Short-Term Rental inventory in the City, to ensure compliance with local performance standards, to provide a means of contact for the Responsible Party of a Short-Term Rental, to establish a Good Neighbor Policy for Occupants of Short-Term Rentals and their guests, and to allow private property owners the right to fully and efficiently utilize their property without undue regulation or interference.

B. Nothing in this Article shall be construed so as to nullify or override any lease agreements, or covenants, conditions, and restrictions applicable to the property that may prohibit or restrict its use for Short-Term Rental purposes.

17.08.1020: DEFINITIONS:

A. “Good Neighbor Policy” shall mean the list of general rules of conduct, best practices, and standards of respect prepared by the Planning Department and required to be provided to Occupants and their guests utilizing Short-Term Rentals within the City.

B. “Occupant” shall mean the person or persons who contract with the Responsible Party for use of the Short-Term Rental.

C. “Residential Dwelling” shall mean a single unit providing complete and independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Tents, recreational vehicles, campers, and similar units not designed for permanent residential use are excluded from this definition.

D. “Responsible Party” shall mean the owner of a Residential Dwelling being used as a Short-Term Rental, as well as any person designated by the owner who is responsible for compliance with this Article by an Occupant and any guests utilizing the Short-Term Rental. The Responsible Party shall provide for the maintenance of the property and ensure compliance by the Occupant and any guests with the provisions of this Article, or any other applicable law, rule, or regulation pertaining to the use and occupancy of a Short-Term Rental. The owner of the property shall not be relieved of responsibility or liability for noncompliance with the provisions of this Article, or any other applicable law, rule, or regulation pertaining to the use and occupancy of a Short-Term Rental because of the designation of another Responsible Party. All Responsible Parties shall be at least twenty-one (21) years old.

E. “Self-Inspection Checklist” shall mean the current form approved by the City for use with a Short-Term Rental application.

F. “Short-Term Rental” shall mean a Residential Dwelling which is rented for thirty (30) days or fewer, and which is sometimes referred to as a “vacation rental.” This term does not include a Bed-and-Breakfast facility, an RV Park or campground, or a hotel or motel.

17.08.1030: PERMIT REQUIRED:

A. An applicant for a Short-Term Rental permit must be the owner of the Residential Dwelling to be offered for rent. No person with less than a fee ownership interest may apply for a Short-Term Rental permit.

1. A Short-Term Rental permit is valid only for the Residential Dwelling identified in the application. An applicant shall file a separate application and obtain a separate permit for each Residential Dwelling to be used as a Short-Term Rental

2. A Short-Term Rental permit is non-transferable.

B. Prior to offering a Short-Term Rental to the public, the owner of the Residential Dwelling shall complete an application on a form provided by the City and file it with the City Clerk or his/her designee. The application shall include:

1. The owner's legal name, date of birth, contact number, both physical and mailing addresses, and email address;
2. If the Short-Term Rental is to be operated or managed by someone other than the owner, the name, date of birth, contact number, both physical and mailing addresses, and email address for a Responsible Party with day-to-day authority and/or control over the Short-Term Rental;
3. The address of the Short-Term Rental; and
4. The signatures of the owner and other Responsible Party, if any, agreeing and acknowledging that they are jointly responsible for the compliance by the Occupant and any guests with all applicable laws, rules, and regulations pertaining to the use and occupancy of the Short-Term Rental, and for any unreasonable noise, disturbances or disorderly conduct by the Occupant and/or guests while utilizing while on the property of the Short-Term Rental.
5. The fee established by Resolution of the City Council.

C. If any information required by subsections B(1) through (4) hereof changes, a Responsible Party shall promptly advise the City.

D. At the time an application is filed with the City, a Responsible Party shall complete and file with the City the Self-Inspection Check list. A new Self-Inspection Checklist shall be completed and filed with the City each year thereafter during which the Short-Term Rental will be offered to the public.

E. Short-Term Rentals are not a grandfathered use. All Short-Term Rentals in the City must have a permit to operate.

F. A Short-Term Rental permit expires on March 31 of each year; PROVIDED, if the Residential Dwelling identified in the application is sold or title is otherwise transferred, the permit shall automatically expire upon the transfer of title.

1. To renew a Short-Term Rental permit, the holder shall submit an application for renewal on a form provided by the City to the City Clerk or his/her designee, together with the renewal fee.
2. The renewal application must be submitted by March 1 of each year. A permit for which a renewal application is not submitted by March 1 shall expire on March 31.

3. If a permit has expired, a new application shall be required.
- G. Subject to § 17.08.1010(B), any Residential Dwelling in the City may be rented without a permit for no more than fourteen (14) days per calendar year, where those fourteen (14) days are divided into no more than two (2) stays.

17.08.1040: STANDARDS:

A. Accessory Dwelling Units and Properties with Multiple Dwelling Units.

1. An Accessory Dwelling Unit (ADU), as defined by § 17.02.030(E) of this Code, which existed on the effective date of this Article may be rented as a Short-Term Rental, provided that either the principal dwelling or ADU on the property must be occupied by a majority owner of the property or an immediate family member of the property owner more than six (6) months out of any given year.

2. After the effective date of this Article, an ADU may only be used as a Short-Term Rental if the required impact fee is paid for the ADU. Once the impact fee is paid, either the principal dwelling or ADU on the property must be occupied by a majority owner of the property or an immediate family member of the property owner more than six (6) months out of any given year.

3. A principal dwelling and its associated ADU may not both be rented out concurrently as Short-Term Rentals.

4. For properties with more than one dwelling unit, including multiple lots developed as a single parcel, only one dwelling unit per property may be used as a Short-Term Rental at any one time.

B. Duplex and Multiple-family Housing.

1. If multiple units in a Duplex or Multiple-family housing (including condominiums and apartments) are owned by the same person or persons, only one unit may be used as a Short-Term Rental.

2. The owner(s) of multiple units in a Duplex or Multiple-family housing must designate which dwelling unit will be rented as a Short-Term Rental and advise the City of said designation in the application for a permit.

C. Duties of Responsible Party.

1. A Responsible Party must be available twenty-four (24) hours per day, seven (7) days per week, for the purpose of responding within sixty (60) minutes to complaints regarding the condition of the Short-Term Rental or the conduct of the Occupant of the Short-Term Rental and/or their guests.

2. A Responsible Party shall obtain the name, address, and contact number of each Occupant of a Short-Term Rental.

3. A Responsible Party shall provide the information required in section 17.08.1040(B)(2) to the City at the City's request, if available.

4. A Responsible Party, upon notification that any Occupant or guest has created any unreasonable noise or disturbance, engaged in disorderly conduct, or committed a violation of any applicable law, rule or regulation pertaining to the use and occupancy of a Short-Term Rental, shall promptly respond in an appropriate manner within sixty (60) minutes and require an immediate halt to the conduct, and take such steps as may be necessary to prevent a recurrence of such conduct. Failure of the Responsible Party to respond to calls or complaints regarding the condition, operation, or conduct of an Occupant or guest in a Short-Term Rental in an appropriate manner within sixty (60) minutes shall constitute a violation of this Article.

5. A Responsible Party shall prepare a written notice, and shall mail or deliver the notice to all residents and owners of property abutting or across the street from the Short-Term Rental, which notice shall state the intent to operate a Short-Term Rental and the number of bedrooms that will be rented to overnight guests, and include information on how to contact the Responsible Party by phone.

6. A Responsible Party shall post on or near the front door of the Short-Term Rental a notice which includes the address of the Rental, emergency contact numbers, and a diagram showing emergency exit route(s) approved by the Fire Department.

D. Information Provided to Occupants

1. At the time of each occupancy of the unit, the Responsible Party shall provide to the Occupant of a Short-Term Rental the following:

- a. a current copy of the Short-Term Rental permit;
- b. the name and contact number of all Responsible Parties;
- c. a copy of the Good Neighbor Policy as approved by the City Planning Department;
- d. a notice of the trash pick-up day, and applicable rules and regulations pertaining to leaving or storing trash on the exterior of the dwelling; and
- e. parking locations and requirements.

E. Occupancy.

1. The maximum number of overnight guests occupying a Short-Term Rental shall not exceed the definition of "family" as provided in § 17.02.055(B).

2. Guests of an Occupant may use a Short Term Rental only when an Occupant is present and may not stay overnight.

3. A Responsible Party may rent either the entire Residential Dwelling or one (1) room of the Residential Dwelling to an Occupant. Under no circumstances shall a Responsible Party rent individual rooms in a Short-Term Rental to different Occupants for the same night or nights.

4. No recreational vehicle, travel trailer, tent, or other temporary shelter shall be used as a Short-Term Rental or in conjunction therewith to provide additional sleeping areas or otherwise.

F. Outdoor storage.

1. Storage of equipment, inventory, or work-related items other than vehicles, shall be within the residence or a permitted accessory building. Outdoor storage and storage containers are prohibited. For purposes of this Chapter, the term "storage container" refers to industrial and commercial shipping containers and buildings, including PODS and like containers, which are designed to be portable and/or temporary and which do not meet the design criteria for accessory buildings. The term does not include sheds or small storage buildings intended for incidental residential use and which are compatible with residential use.

G. Parking.

1. All Occupants and guests shall, to the greatest extent possible, utilize any off-street parking of the Residential Dwelling which constitutes the Short-Term Rental. On-street parking by Occupants and guests shall be governed by the applicable provisions of Chapters 10.20, 10.22, 10.24, and 10.27 of this Code.

2. An ADU, built after the effective date of this Article and used as a Short-Term Rental, requires one off-street parking space in addition to parking spaces required for the principal dwelling.

H. Signs and Advertising.

1. No sign indicating that the residence is a Short-Term Rental or that it is for rent or lease shall be displayed such that it is visible from any other public or private property.

2. The street number of a Short-Term Rental shall be posted in accordance with Fire Department IFC requirements.

3. All advertising for the Short-Term Rental shall include the City permit number and the maximum number of vehicles accommodated by off-street parking spaces.

I. Trash.

1. Trash and refuse shall not be left stored within public view except in proper containers for the purpose of collection by the authorized waste hauler on scheduled trash collection days.

2. The Short-Term Rental property shall, at all times, be kept in a neat and sanitary condition, in compliance with the requirements of Title 8 of this Code.

J. Zoning.

1. Subject to the standards and restrictions applicable in each zone, the standards and restrictions contained in this Article, and any permit requirements, the use of a Residential Dwelling as a Short-Term Rental is permitted as of right in all residential and commercial zones, MH-8 provided that the Residential Dwelling is installed as required by State law, and DC.

17.08.1050: VIOLATIONS; PENALTIES:

A. Violations.

1. It is unlawful for any Responsible Party to offer for Rent a Short-Term Rental or to operate a Short-Term Rental without a City permit.

2. It is a violation this Article if a Responsible Party, or an Occupant or guest knowingly and willfully violates any provision of this Article.

B. Penalty.

1. For a first offense, the violator shall be subject to a civil penalty in an amount established by Resolution of the City Council.

2. For any subsequent offense, the violator shall be subject to a misdemeanor, pursuant to section 1.28.010 of this Code.

3. In addition to any other remedy or procedure authorized by law, for three (3) or more violations of or failure to comply with any of the standards of this Article in a calendar year, the City Clerk or his/her designee may revoke any or all of the owner's permits and, in addition, may order that no new permit shall be issued for up to three (3) years pursuant to the following procedures.

a. Prior to the revocation of any permit or the denial of a permit for repeated violation of the provisions of this Article, written notice of the reasons for such action shall be served on the Owner and/or Responsible Party in person or by certified mail at the address on the permit application. Revocation shall become final within ten (10) days of service unless the Owner and/or Responsible Party appeals the action. The Owner and/or Responsible Party shall provide the appeal

in writing to the City Clerk or his/her designee within ten (10) days of receipt of the notice. The written notice of appeal must state the reasons for the appeal and the relief requested.

b. Should the owner and/or Responsible Party request an appeal within the ten (10) day period, the City Clerk or his/her designee shall notify the owner and/or Responsible Party in writing of the time and place of the hearing.

c. Appeals shall be heard by a neutral hearing officer designated by the City.

d. For good cause shown, the hearing officer may affirm or reverse the decision to revoke a permit. The hearing officer may affirm, reverse, or modify a decision to deny a new permit for upon a showing of good cause.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. The provisions of this ordinance are severable and if any provision, clause, sentence, subsection, word or part thereof is held illegal, invalid, or unconstitutional or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, subsections, words or parts of this ordinance or their application to other persons or circumstances. It is hereby declared to be the legislative intent that this ordinance would have been adopted if such illegal, invalid or unconstitutional provision, clause sentence, subsection, word, or part had not been included therein.

SECTION 4. After its passage and adoption, a summary of this Ordinance, under the provisions of the Idaho Code, shall be published once in the official newspaper of the City of Coeur d'Alene, and upon such publication shall be in full force and effect.

Passed under suspension of rules upon which a roll call vote was duly taken and duly enacted an Ordinance of the City of Coeur d'Alene at a regular session of the City Council on December 5, 2017.

APPROVED, ADOPTED and SIGNED this 5th day of December, 2017.

Steve Widmyer, Mayor

ATTEST:

Renata McLeod, City Clerk



Short-Term Rental (STR): Neighborhood Notice

Hello Neighbors!

The City of Coeur d'Alene recently adopted a code to allow short-term (vacation) rentals. Section 17.08 of the Municipal Code authorizes the use of residential units for short-term stays as defined in code. This will allow overnight guests on a short-term basis. This use is defined as a stay of 1 to 29 nights.

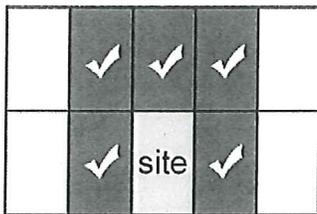
You are receiving this notice because I will be renting out my residential unit on a short-term basis, and as part of the permit application, I am required to mail or deliver this notice to the adjacent neighbors as illustrated below. I have also included contact information for a responsible party that may be reached at any time the home is occupied by a short-term renter. Please contact the responsible party first if you feel there is a code violation or that renters are creating a nuisance that directly impacts you. If they don't respond within an hour, then you can call the Police.*

Address of Proposed Short-Term Rental: _____

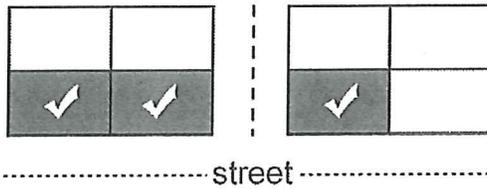
Name of Responsible Party: _____

Responsible Party Contact Number: _____

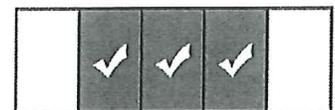
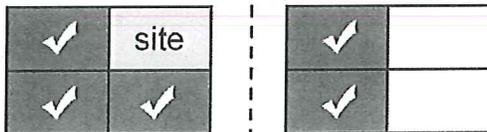
Date Notice Provided to Neighbor: _____



street



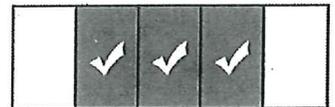
street



alleyway



street



****Code requires the responsible party to resolve a problem within one hour. If they haven't responded within one hour, you may contact the Police at (208) 769-2302. Only call 9-1-1 in the event of a life threatening emergency.***

This notice is provided as a courtesy and you may contact the City of Coeur d'Alene's Planning Department during business hours with general questions about the STR code by phone (208) 769-2274, email planningdiv@cdaid.org, or in our office at 710 E. Mullan Ave., Coeur d'Alene, ID 83814.