

CITY OF DUNDEE  
PLANNING COMMISSION AGENDA  
P.O. Box 220  
801 N. Highway 99W  
Dundee, Oregon 97115

**MEETING WILL BE IN PERSON AND TELECONFERENCED**

Join Zoom Meeting: <https://us02web.zoom.us/j/83899738549>

Or listen by calling: 1-253-215-8782

**Meeting ID: 838 9973 8549**

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**MEETING DATE: July 20, 2022**

**Meeting Time: 7:00pm**

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- I.** Call Meeting to Order
- II.** Election of the 2022 Chair and Vice-Chair
- III.** Public Comment
- IV.** Approval of the Minutes  
- May 18, 2022
- V.** Public Hearing  
- CU/STR 22-10, Pohl (425 SW Dogwood Drive)
- VI.** Issues from Planning Commissioners
- VII.** Adjournment

# CITY OF DUNDEE

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**Meeting:** Planning Commission Meeting

**Location:** Hybrid meeting held in person and via Zoom.  
Fire Department Community Meeting Room  
801 N. Highway 99W  
Dundee, Oregon 97115

**Date:** May 18, 2022

**Time:** 7:00 p.m.

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## **I. Meeting called to order.**

Commissioner Ed Carlisle called the meeting to order. Commissioners present, which consisted of quorum, were Alex Chiper, Ed Carlisle, David Hinson, and Ron Mock. Interim City Planner Jim Jacks and City Administrator Steve Dahl were also present.

## **II. Introduction of New City Administrator, Steve Dahl and New Planning Commissioner(s)**

CA Dahl introduced himself to the Commissioners, and then each Commissioner introduced themselves.

## **III. Election of the 2022 Chair and Vice Chair**

It was moved and seconded to postpone the election of the Chair and Vice-Chair due to the lack of members present.

## **IV. Public Comment**

There were no members of the public present.

## **IV. Planning Commission Training**

The Planning Commission took part in training, given by Interim Planner Jim Jacks, in preparation for upcoming public hearings.

## **VI. Planning Issues from Commission Members.**

There was a discussion regarding the status of the new Sanders Park, an update given on the Dundee-Billick Park in light of the new Elementary School being build elsewhere, and a discussion regarding packets and information now being delivered digitally.

## VII. Adjournment

The meeting was adjourned.

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Chairman

ATTEST:

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Melody Osborne, Planning Secretary



**CITY OF DUNDEE**  
**Type III Short Term Rental / Conditional Use Process**  
**File No. : STR/CU 2022-10**  
**Planning Commission Staff Report**  
**July 20, 2022 Public Hearing**

**Request:** To allow a Standard Short Term Rental (STR) use on a property contiguous to an existing STR on the same side of the street. A Standard STR is a single family dwelling for rent for 30 or more total days in a calendar year (Dundee Municipal Code, 17.203.240, C, 1).

This staff report is based on the applicant’s revised materials dated May 31, 2022.

<b>Project Information</b>	
<b>Applicant/Owner</b>	John Bridges, 515 E. First St., Newberg, for Jonathan Pohl & Ana Montalvan, 425 Dogwood Drive (Anew Properties, LLC)
<b>Location</b>	425 SW Dogwood Drive
<b>Tax Lot/Size</b>	3326AD-02300 / 8,650 sq. ft. (86.67’ x 99.80’)
<b>Zoning</b>	R-1
<b>Applicable Criteria</b>	Dundee Municipal Code, Section 17.203.240, E (Short Term Rentals).
<b>Public Hearing Date</b>	July 20, 2022

**Public Notice:**

Public notice was mailed to owners of properties within 200 feet of the subject property on June 29, 2022, and posted on June 29, 2022.

**History of the Application and Process:**

The proposed STR would be on a property adjacent to an existing STR on the property to the north at 395 SW Dogwood Drive (STR 2021-17). In accordance with the Dundee Municipal Code, Section 17.203.240, J, 9, no Type II STR (a Standard STR) can be located “adjacent (contiguous to the property on the same side of the street) to any permitted Type II STR unit.” However, Subsection J, 9, goes on to state, “The planning commission may approve contiguous Type II STR permits as a conditional use permit with criteria as outlined in subsection (H) of this section.” Note the reference to “(H)” should be “J” because “J” includes the STR Standards and “H” is Overnight Occupancy Limits.

Also, the quoted language refers to the Commission approving contiguous STR’s “as a conditional use permit” and then it specifically says “with criteria as outlined in subsection (H) [ J ] of this section.” Reading the language on its face, it calls for the conditional use process, i.e., a Type III process with a Commission hearing and it calls for the

STR standards as the criteria. If it had intended to require the conditional use criteria be addressed, it would have specifically required such, but instead it specifically refers only to the STR standards.

It was challenging for staff to accept that the DMC intended for a STR to be approved based on the CU criteria which do not address the STR standards. It was more acceptable to accept that the intent was for the Commission to hold a hearing, i.e., a Type III process, thus the reference to the "conditional use permit" and it was acceptable that the criteria would be the STR standards in Subsection J, i.e., "with criteria as outlined in subsection (H) [J] of this section."

The applicant initially submitted a CU application form and addressed the four CU criteria which do not address the STR standards. Staff applied the above reasoning and required the applicant to submit a STR application and address the STR standards.

Included as attachments are the applicant's initial CU application and the follow-up STR application. The CU materials are included for informational purposes.

### Location Map

The 8,650 square foot subject property is outlined in red (425 SW Dogwood Drive – Tax Lot 2300). The existing STR approved per case STR 2021-17) is on Tax Lot 2400 abutting to the north (395 SW Dogwood Drive). According to a party who submitted comments (see below), other STR's (vacation rentals) are on Tax Lot 2700 to the southeast of the subject property and Tax Lot 2807 across SW 3<sup>rd</sup> Street to the south.



## **Staff Recommendation**

At the July 20, 2022 public hearing, the Planning Commission should:

1. Consider the staff report, the STR application, the two comment letters and the public testimony.
2. Deliberate and make findings. Tentative findings are shown in Exhibit A of the Planning Commission Order.
3. Make a motion adopting the Planning Commission Order.

## **Attachments**

Planning Commission Order with:

Exhibit A: Findings

Exhibit B: Conditions of Approval

Attachment 1: STR Application form and materials.

Attachment 2: CU Application form and materials.

Attachment 3: Carey comments neither for nor against.

Attachment 4: Pedersen comments asking for a Commission policy.



**EXHIBIT A**  
**DEVELOPMENT CODE CRITERIA & FINDINGS**  
**[STR / CU 2022-10]**

Note: The Dundee Municipal Code criteria are written in ***bolded italic*** font and the findings are written in regular font. Items related to conditions of approval are underlined. The applicant's responses to the criteria are in Times New Roman. The Development Code criteria are presented first followed by the findings of fact.

***Standard Short Term Rental Criteria***

***17.203.240, E. Criteria. For both Type I, infrequent short-term rentals, and Type II standard short-term rentals, the criteria are:***

***1. The proposed STR will not present any burden on neighbors to the property. Any mitigations added to address concerns have been included as requirements of the permit. Mitigation may be required to the satisfaction of city staff.***

FINDINGS: The adjacent lot to the north at 395 SW Dogwood Drive is an existing STR approved per STR 2021-17. The lot abutting to the south is vacant and the owners have contacted the City regarding building a new house that would be a STR. The houses across SW Dogwood Drive to the west and the property abutting to the east would not be burdened due to the many STR standards that the proposed STR must comply with. Where noise, etc., is noticed by a neighbor, the Local Representative's name, phone number and email address have been sent to each owner/occupant within 200 feet per the STR standards. The STR standards require each STR to comply with many standards which have been designed to address potential problems. The proposed STR will not present a burden to neighbors to the property. Criterion 17.203.240, E, 1, is met.

***2. The applicant has applied for a business license.***

FINDINGS: The application materials include an application for a business license and a Transient Room Tax Registration Form. Criterion 17.203.240, E, 2, is met.

***3. All standards from subsection (J) of this section have been met.***

FINDINGS: The standards from Subsection 17.203.240, J, follow.

***17.203.240, J. Standards.***

***1. Parking. At least two off-street parking spaces (located on the property) must be provided. In addition, one STR parking space may be on-street. All overnight and visiting guests must park in designated parking areas (as shown on the site plan). No unauthorized on-street parking is permitted.***

The applicant's May 31, 2022 letter, p. 1, states in part:

There are at least six parking spaces available for off street parking.

FINDINGS: The application materials include an oblique air photo and a first-floor floor plan showing a "circle driveway" (two access points onto SW Dogwood Dr.). Google street view appears to show an area on the south side of the house where a vehicle could also park. The driveway on the subject property

includes sufficient area for at least 2 cars which will meet the required parking. Criterion 17.203.240, J, 1, is met.

**2. Trash and Recycling Facilities. The owner shall provide for and maintain regular trash collection. Available bins must have adequate capacity for the renters, and no uncontained garbage is allowed on the site.**

The applicant's May 31, 2022 item entitled "Welcome To Our Neighborhood," states in part:

Please place trash in the appropriate bin outside and our maintenance will remove between each guest stay or every Tuesday if you are staying for more nights.

FINDINGS: The applicant's statement is adequate. Criterion 17.203.240, J, 2, is met.

**3. Pets. Pets shall comply with DMC Title 6.**

Neither the applicant's May 31, 2022 STR materials nor the March 31, 2022 CU materials address pets.

FINDINGS: Dundee Municipal Code, Title 6, addresses dogs, keeping of chickens, and attracting and keeping wild animals. The application materials do not address Criterion 17.203.240, J, 3. A condition of approval requires, before the Business License is issued and before the dwelling can be used or occupied as a short term rental, the applicant shall submit revised House Rules stating the renters must comply with the Dundee Municipal Code, Title 6, regarding pets. With the condition of approval, Criterion 17.203.240, J, 3, is met.

**4. Noise Limits. All activities associated with the STR shall comply with the noise standards in Chapter 8.28 DMC. Any violations are to be considered nuisance violations.**

The applicant's document entitled "Welcome to Our Neighborhood" is presumed to be the House Rules. It states, in part:

Noise outside the home is strictly prohibited between 10 PM and 7 AM.

FINDINGS: Dundee Municipal Code, 8.28, addresses noise. The application materials include the above statement regarding noise. Criterion 17.203.240, J, 4, is met.

**5. RVs and Other Temporary Shelters. The premises of the STR may not include any occupied recreational vehicle, trailer, tent, or other temporary shelter during the rental occupancy. Tents, including event tents, are not permitted.**

Neither the applicant's May 31, 2022 STR materials nor the March 31, 2022 CU materials address RV's and other temporary shelters.

FINDINGS: The application materials do not address Criterion 17.203.040, J, 5. A condition of approval requires, before the Business License is issued and before the dwelling can be used or occupied as a short term rental, the applicant shall submit revised House Rules stating, "The premises of the Short Term Rental may not include any occupied recreational vehicle, trailer, tent, or other temporary shelter during the rental occupancy. Tents, including event tents, are not permitted." With the condition of approval, Criterion 17.203.240, J, 5, is met.

**6. Nuisances. All activities associated with the STR shall not cause a nuisance as defined in Chapter 8.16, Dundee Municipal Code.**

Neither the applicant's May 31, 2022 STR materials nor the March 31, 2022 CU materials address nuisances.

FINDINGS: The application materials do not address Criterion 17.203.240, J, 6. A condition of approval requires, before the Business License is issued and before the dwelling can be used or occupied as a short term rental, the applicant shall submit revised House Rules stating, "All activities associated with the Short Term Rental shall not cause a nuisance as defined in Chapter 8.16, Dundee Municipal Code.

**7. Posting of Information. The applicant shall keep posted a list of information about the STR 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 and/or complaints.**
- b. The current annual STR business license.**
- c. Any requirements for the STR to ensure it complies with this code.**
- d. The location of any safety equipment including fire extinguishers.**
- e. The maximum number of occupants that was approved by the city.**
- f. A list of the applicant's requirements for renters of the property (enforceable as part of this permit issuance).**

Each of 7, a, through 7, f, follow.

**a. The name and contact information for a local contact person responsible for maintenance and responding to emergencies and/or complaints.**

The applicant's May 31, 2022 letter, p. 2, states, in part:

The application identifies that the local representative will be Lifestyle Properties, LLC.

The applicant's STR application form, p. 1, shows that Megan Carda, Manager, Lifestyle Properties, LLC, is the Local Representative at 100 North Springbrook Road, Newberg, OR 97132. 503 564-0015. [megan@lifestylepropertiesoregon.06](mailto:megan@lifestylepropertiesoregon.06) [the "06" is an interpretation – it is not legible on the document]

The applicant's May 31, 2022 item entitled "Welcome To Our Neighborhood," states in part:

If you have any questions during your stay, please contact Lifestyle Properties at (971)832-3399. Someone will be available 7 days a week from 9 AM to 5 PM. In case of an urgent matter outside or our operating hours, please call (503)476-9180. For emergencies, please call 911.

The applicant's May 31, 2022 item entitled "Welcome To Our Neighborhood," states in part:

For non-emergency matters:

- Newberg/Dundee Policer Department – (503) 538-8321
- McMinnville Police Department – (503) 434-7307
- Carlton Police Department – (503) 852-7575

Dayton Police Department – (937) 333-2677  
Amity Police Department – (503) 835-8606

FINDINGS: The application form shows the Local Representative (LR) is Megan Carda at Lifestyle Properties, LLC, Newberg, with a phone number and an email address. The application form’s instructions explain the LR is the “person responsible for maintenance and emergencies.” The LR is the party who neighbors or other parties would contact to report problems with the short term rental, especially problems after normal working hours including, but not limited to, improper behavior by the renters.

It is not clear why the McMinnville, Carlton, Dayton and Amity Police Departments are listed with their phone numbers. Their inclusion will create confusion on the part of the STR renters as to who to call for service. A condition of approval requires, before the Business License is issued and before the dwelling can be used or occupied as a short term rental, the applicant shall submit to the City a revised document “Welcome to Our Neighborhood” with the McMinnville, Carlton, Dayton and Amity Police Departments and their phone numbers deleted. With the condition of approval, Criterion 17.203.240, J, 7, a, is met.

**b. The current annual STR business license.**

FINDINGS: The application materials include a Business License application form. Criterion 17.203.240, J, 7, b, is met.

**c. Any requirements for the STR to ensure it complies with this code.**

FINDINGS: The document entitled “Welcome to Our Neighborhood” is presumed to be the House Rules which would be posted inside the house. The House Rules state there is a limit of 8 people and it shows 7 additional bullet points, i.e., (1) the minimum age of the primary renter, (2) treat the property with care, (3) the renter and occupants must conduct themselves in a respectful manner that is not disruptive and that noise outside is prohibited from 10 PM to 7 AM, (4) smoking is prohibited, (5) events and event related item are not permitted, (6) criminal activity is prohibited, and (7) no unauthorized parking is allowed.

The Planning Commission should review the application materials and determine if the House Rules meet STR standard 7, c.

**d. The location of any safety equipment including fire extinguishers.**

FINDINGS: The application materials include images showing the fire extinguisher, and smoke and carbon monoxide detectors. Criterion 17.203.240, J, 7, d, is met.

**e. The maximum number of occupants that was approved by the city.**

**Section 17.203.240, H, states:**

**H. Overnight Occupancy Limits. The maximum overnight occupancy for the STR shall be two persons per bedroom plus two additional persons; however, in no case shall the overnight occupancy exceed 10 persons, regardless of the bedroom count.**

FINDINGS: The dwelling includes 5 bedrooms, thus 10 people, plus two additional persons are allowed for a total of 12, however 12 exceeds the maximum of 10. The House Rules state the maximum occupancy is “8.” Criterion 17.203.240, H, is met.

**f. A list of the applicant's requirements for renters of the property (enforceable as part of this permit issuance).**

FINDINGS: The application materials include the House Rules which include 8 bullet points which are summarized above in the finding for 7, c.

The Planning Commission should review the application materials and determine if the House Rules meet STR standard 7, f.

**8. Guest Register. The owner or property manager shall maintain a guest register listing each tenant of the STR along with the number of dwelling occupancy days consistent with DMC 3.04.150.**

FINDINGS: The applicant's May 31, 2022 letter and materials do not address the guest register. A condition of approval requires, before the Business License is issued and before the dwelling can be used or occupied as a short term rental, the applicant shall submit to the City a statement that the applicant will maintain a guest register listing each tenant of the STR along with the number of dwelling occupancy days consistent with the Dundee Municipal Code, Section 3.04.150. With the condition of approval, Criterion 17.203.240, J, 8, is met.

**9. No Type II STR shall be located adjacent (contiguous to the property on the same side of the street) to any permitted Type II STR unit. The planning commission may approve contiguous Type II STR permits as a conditional use permit with criteria as outlined in subsection (H) of this section.**

FINDINGS: As discussed in pages 1 and 2 of the introductory information entitled "History of the Application and Process," the requested Standard STR is being reviewed through a Type III process where the Planning Commission holds a public hearing and is the decision authority and the STR standards in Subsection 17.203.240, J, are the criteria. Note the reference to "(H)" above is a typo and it should be "J."

The applicant requests the Commission approve the proposed STR which would be adjacent to a previously approved STR per case STR 2021-17 on the property to the north. Criterion 17.203.240, J, 9, is met.

**10. STRs are allowed in any dwelling unit in a residential zone or the agriculture (A) zone except multifamily dwellings and accessory dwelling units. An owner shall not rent out a main house while they live in an accessory dwelling unit.**

FINDINGS: The application materials do not respond to Criterion J, 10. The requested Standard STR is proposed in a detached single family dwelling in the Residential (R-1) District. There are no multifamily dwellings or accessory dwelling units (ADU) on the property. Criterion 17.203.240, J, 10, is met.

**11. For all Type II STRs, the property owner shall designate a local representative that is physically located within the Dundee urban growth boundary (UGB) or within 10 vehicular miles of the UGB. Said representative can be a property owner or a licensed property management company with a physically staffed office within 10 vehicular miles of the UGB. The owner may be the designated representative if the owner resides within these stated limits.**

The local representative must be authorized by the owner of the dwelling to respond to the tenant and neighborhood questions or immediate concerns. The local representative shall serve as the initial contact person if there are questions or complaints regarding the operation of the STR, including immediate complaints. The local representative must respond to complaints in a timely manner to ensure the dwelling complies with the standards for STRs and other city ordinances pertaining to, but

**not limited to, noise, disturbances, nuisances, as well as state laws pertaining to the consumption of alcohol, or the use of illegal drugs, or other illegal activities.**

FINDINGS: As stated in the finding for Section 17.203.240, J, 7, a, the application form shows the Local Representative (LR) is Megan Carda with an address in Newberg and a phone number and email address.

The application form's instructions explain the LR is the "person responsible for maintenance and emergencies." The LR is the party who neighbors or other parties would contact to report problems with the short term rental, especially problems after normal working hours including, but not limited to, improper behavior by the renters. The LR is within 10 driving miles of the short term rental. Criterion 17.203.240, J, 11, is met.

**12. No person or principal shall possess more than one STR permit pursuant to this chapter.**

FINDINGS: The City's files do not show the applicant or principal will possess more than one STR permit in the City. Criterion 17.203.240, J, 12, is met.

**13. Smoke detectors are required in all sleeping areas, the hallway serving them, and every floor. Carbon monoxide detectors shall be located in each bedroom or within 15 feet of each bedroom door. Bedrooms on separate floor levels in a structure shall have separate carbon monoxide alarms serving each story. A fire extinguisher having a minimum rating of 2:A 10:BC must be mounted three to four feet above the floor in the kitchen area approximately five to 10 feet from the cooking stove.**

FINDINGS: The application materials include photos showing the fire extinguisher, smoke detectors and carbon monoxide detectors. The applicant's first-floor and second-floor floor plans show the location of the fire extinguishers, smoke detectors and carbon monoxide detectors. Criterion 17.203.240, J, 13, is met.

## **Comments From Owners and Occupants Within 200-Feet of the Subject Property**

Philip Carey Comments. The comments are included in Attachment 10.

FINDINGS: Mr. Carey's letter states, in part, "I am neither for nor against VR's." The comments ask questions and do not address the approval criteria.

Virginia Pedersen Comments. The comments are included in Attachment 11.

FINDINGS: Ms. Pedersen is a Vacation Rental owner/operator in Dundee. The comments ask the Planning Commission "...to consider a policy that would allow for a certain number of licenses within a radius or city block."

The findings, above, show the current STR standards do not allow Standard STR's to abut one another on one side of a street without review and approval by the Planning Commission. The purpose of the Commission's July 20, 2022 public hearing is to determine whether the proposed STR would result in too many STR's in this area.

**EXHIBIT B**  
**CONDITIONS OF APPROVAL**  
**[STR / CU 2022-10]**

Based on the findings in Exhibit "A," the proposed development meets the required criteria contained in the Dundee Municipal Code and is **approved**, subject to completion of the following conditions of approval:

**Conditions of Approval**

1. Before the Business License is issued and before the dwelling can be used or occupied as a short term rental, the applicant shall submit revised House Rules stating the renters must comply with the Dundee Municipal Code, Title 6, regarding pets.
2. Before the Business License is issued and before the dwelling can be used or occupied as a short term rental, the applicant shall submit revised House Rules stating, "The premises of the Short Term Rental may not include any occupied recreational vehicle, trailer, tent, or other temporary shelter during the rental occupancy. Tents, including event tents, are not permitted.
3. Before the Business License is issued and before the dwelling can be used or occupied as a short term rental, the applicant shall submit revised House Rules stating, "All activities associated with the Short Term Rental shall not cause a nuisance as defined in Chapter 8.16, Dundee Municipal Code."
4. Before the Business License is issued and before the dwelling can be used or occupied as a short term rental, the applicant shall submit to the City a revised document "Welcome to Our Neighborhood" with the McMinnville, Carlton, Dayton and Amity Police Departments and their phone numbers deleted.
5. Before the Business License is issued and before the dwelling can be used or occupied as a short term rental, the applicant shall submit to the City a statement that the applicant will maintain a guest register listing each tenant of the STR along with the number of dwelling occupancy days consistent with the Dundee Municipal Code, Section 3.04.150.

Type II Review



Fee: \$360.00 | File No. \_\_\_\_\_

STANDARD SHORT TERM RENTAL APPLICATION

\*Regulated by Dundee Municipal Code Chapter 17.203.240

1) Property Description:

Short Term Rental Address: 425 SW Dogwood Drive, Dundee, Oregon 97115
Tax Lot R3326AD02300 Zoning Designation R1
Number of Bedrooms: 5 Number of Bathrooms 3
Number of On-Site Parking Spaces Provided (A minimum of two off street spaces are required): 6
Garbage Service Collection Day (weekly garbage service is required) Tuesday

2) Applicant Information:

A) Owner's Name: Jonathan Pohl and Ana Montalvan C/O John T. Bridges
Mailing Address: 515 East 1st Street, Newberg, Oregon 97132
Phone: 503-538-3138 Email: john@newberglaw.com

B) Local Representative Information (Person Responsible for Maintenance and Emergencies):
\*Must be located within 10 vehicular miles of the City of Dundee Urban Growth Boundary.
Contact Name: Megan Carda, Manager - Lifestyle Properties, LLC
Mailing Address: 100 North Springbrook Road, Newberg, Oregon 97132
Phone: 503-564-0015 Email: megan@lifestylepropertiesoregon.com

3) The following items must be submitted with the application:

- Business License Application
Transient Tax Registration Form
A Site Plan drawn to scale, which indicates the following:
The actual shape and dimensions of the lot
Sizes and locations of buildings
Off-street parking spaces
A floor plan, which clearly indicates the intended use of all interior areas (e.g., bedrooms, kitchen, living room, storage, etc.) by guests, as well as locations of smoke detectors, carbon monoxide detectors, and fire extinguishers.
Images of the required safety features listed in DMC 17.203.240(J)(13)
A list of the rules and requirements for renters. (If approved, these will be requirements of the permit.)
A narrative explaining how the standards listed in DMC 17.203.240(J) and DMC 17.402.050 are met.

I (We) hereby declare under penalty of perjury under the laws of the State of Oregon that the foregoing information is true, complete, and correct. I (We) understand that providing false information in this application shall be a violation of Section 17.203.240 of the Dundee Municipal Code, and shall be grounds to deny the application, void the approval, enjoin the use, and revoke short-term rental dwelling license issued for the property.

*Jason W. Ford* (Owner Signature) May 31, 2022 (Date)

*[Signature]* (Owner Signature) May 31, 2022 (Date)

**BROWN, TARLOW, BRIDGES & PALMER, PC**  
**Attorneys at Law**

**JOHN T. BRIDGES**  
**STEPHEN C. PALMER**  
**RICHARD P. BROWN**  
**LOREN G. GAUKROGER**

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May 31, 2022

City of Dundee  
P.O. Box 220  
Dundee, Oregon 97115

**Re:***Short Term Rental Application for 425 SW Dogwood Street, Dundee, Oregon 97115*

To Whom it Concerns,

Please find enclosed a Standard Short Term Rental Application, City of Dundee Business License Application, and Transient Room Tax Registration Form. We are sending this letter, as a supplement to a previously submitted Conditional Use Permit application for a short term rental on the the same property. This supplement will respond to the applicable criteria in DMC 17.203.240(J) and DMC 17.402.050 for a short term rental. Notable additional enclosures include an aerial photo depicting the layout of the property and scaled drawing of the home. Applicants have already paid the filing fee for the Conditional Use Permit, as such no additional filing fee has been submitted with the Short Term Rental Application and Business License Application.

Mr. Jonathan Pohl and Anna Montalvan own the above-referenced property. The property is approximately 10,750 square feet. It is a square shaped property with its' east and west sides of property measuring approximately 125 feet and the north and south sides approximately 86 feet. The home is in the center of the property.

DMC 17.402.050 provides general rules that require findings that the property and site comply with the code regarding developmental standards. The property does comply with all of these standards, or did comply with the code provisions, as they existed at the time the structures were built. DMC 17.203.240 and DMC 17.202.020 specifically allows for short term rentals in single-family residential zoned properties. This particular parcel is zoned R-1.

In this section we will address the applicable DMC 17.203.240(J) criteria. There are at least six parking spaces available for off street parking. Enclosed is a copy of the house rules. We will accept that a condition of approval will be that the house rules are posted inside the house. Additionally,

City of Dundee

Re: Short Term Rental Application for 425 SW Dogwood Drive, Dundee, Oregon 97115

May 31, 2022

Page 2 of 2

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enclosed with this letter are photos within the house that correspond with the house layout. The photos demonstrate that smoke detectors, carbon monoxide detectors and the fire extinguisher are in the locations required under (J)(13). The application identifies that the local representative will be Lifestyle Properties, LLC.

If there are any questions about the completeness of the application or you wish to see other materials, please do not hesitate to contact me.

Yours Truly,

BROWN, TARLOW, BRIDGES & PALMER, PC



John T. Bridges

JTB/igg

Enclosures

Standard Short Term Rental Application;  
City of Dundee Business License Application;  
Transient Room Tax Registration Form;  
Aerial photo depicting layout of the Property;  
Scaled drawing of home;  
Photos of safety devices in home; and  
House rules

cc: client



(For Office Use Only)

Permit No. \_\_\_\_\_

Expires \_\_\_\_\_

## CITY OF DUNDEE BUSINESS LICENSE APPLICATION

\*Regulated by DMC 5.04 – Business Licenses

Please Check One:  General Business (\$75.00)<sup>1</sup>  General Business (\$45.00)<sup>1,2</sup>  Home Occupation (\$75.00)<sup>2</sup>  Bed and Breakfast (\$75.00)<sup>2</sup>  
 Small Short-Term Rental (up to 4 occupants - \$100.00)  Medium STR (5-8 occupants - \$125.00)  Large STR (more than 8 occupants - \$150.00)  
<sup>1</sup> Charges for Multiple Business and/or Partnerships may differ. <sup>2</sup> Requires Land Use approval prior to issuance of a license. <sup>3</sup> If after October 1st

\*Late Fees will begin accumulating if annual business license is not renewed by January 31<sup>st</sup> of each year.

### Section 1. General Information

Name of Business: Anew Properties LLC

Business Location: 425 SW Dogwood Drive, Dundee, Oregon 97115

Mailing Address: 425 SW Dogwood Drive, Dundee, Oregon 97115

Business Telephone Number: 503-538-3138 Secondary Number: \_\_\_\_\_

Email Address: john@newberglaw.com Website: \_\_\_\_\_

Nature of Business: Short Term Rental Number of Employees 0

### Section 2. Land Use Approval

Some businesses must receive land use approval as well as business license approval. In these circumstances, a land use application and approval must be completed and received. Those businesses include, but are not limited to, Home Occupations, Short-Term Rentals, Bed and Breakfasts, and any business requiring Type 1 Checklist Approval.

Land Use Approval File No. \_\_\_\_\_ Date Approved \_\_\_\_\_

Land use approval will remain in effect so long as the business license is renewed each year. Failure to renew may necessitate a new land use approval.

### Section 3. Short-Term Rental Renewals

A number of items are required to be done prior to business license renewal for Short-Term Rentals.

Please provide the following:

- Evidence that the STR generated at least \$500.00 in transient room taxes over the last 12-month period.
- Evidence that, at the time of renewal, all transient room taxes have been paid in full for the previous year.
- An affidavit stating that notice has been mailed to all neighbors within 200 feet of the STR property that includes emergency contact information for the representative of the Short-Term Rental.
- The log of complaints for the previous year. This shall include issues received/reported by the property owner or manager and all nuisance issues that were addressed by the police. The log must explain how each complaint was addressed.

**Section 4. Hazardous Materials**

Does your business involve the storage or use of any flammable materials or supplies?  Yes  No

If the answer is yes, provide the name(s) of each material and the quantity kept at the business site. Please put an asterisk (\*) next to each of these products or materials (if any) that are classified as hazardous, toxic, or explosive by the US Department of Commerce or the Oregon State Fire Marshall's office.

Material Name	Amount on Premise

**Section 5. Owner Information**

*(Handwritten initials)*

(Please Initial) I am submitting the information below on the condition that the City of Dundee keep it confidential to the fullest extent of the law.

Owner's Name: Anew Properties LLC Phone Number: \_\_\_\_\_

Owner's Address: 425 SW Dogwood Drive, Dundee, Oregon 97115

Driver's License Number: \_\_\_\_\_ State \_\_\_\_\_

Manager's Name: Megan Carda Phone Number: 503-564-0015

Driver's License Number: \_\_\_\_\_ State \_\_\_\_\_

Number of Employees: 0 Is business protected by Alarm System?  Yes  No Permit Number: \_\_\_\_\_

**Emergency Contacts:**

- #1. Jonathan Pohl Phone Number: 281-650-3992
- #2. Ana Montalvan Phone Number: 281-650-3992 / 415 515 3997
- #3. \_\_\_\_\_ Phone Number: \_\_\_\_\_

I, \_\_\_\_\_ will conduct business as described in this application during the year, or partial year, for which the business license is hereby applied for in conformity with all laws of the State of Oregon and the Ordinances of the City of Dundee. I HEREBY CERTIFY THAT ALL INFORMATION IS TRUE, CORRECT AND COMPLETE TO THE BEST OF MY ABILITY.

Signed Jonathan Pohl / Ana Montalvan

Date May 31, 2022

Approved Yes  No Initials \_\_\_\_\_ Date \_\_\_\_\_ Comments \_\_\_\_\_



## Transient Room Tax Registration Form

**Business Information:**

Anew, LLC, C/O John T. Bridges 503-538-3138

<u>Business Name</u>	<u>Phone</u>
515 East 1st Street	Newberg Oregon 97132
<u>Street</u>	<u>City State Zip</u>

<u>Name of Operator / Manager</u>	<u>Phone</u>	<u>E-Mail</u>
Anew, LLC, C/O John T. Bridges	503-538-3138	john@newberglaw.com

**Jonathan Pohl and Ana Montalvan**

Name and Phone of the Individual Responsible for the completion of the "Transient Room Tax Form" and payment of the taxes

**Type of Business:** (check one)

Bed & Breakfast 
 Vacation Rental 
 Hotel/Motel 
 Total Rooms

**Owner Information:**

**Form of Ownership:** (check one) Individual  Partnership  Corporation

Corporation or Partnership Name if Different from Business Name Above

**Individual Owners, Partners, or Corporate Officers**

<u>Name</u>	<u>Titles</u>	<u>Address</u>
Jonathan Pohl	N/A	C/O 515 East 1st Street, Newberg, Oregon 97132
Ana Montalvan	N/A	C/O 515 East 1st Street, Newberg, Oregon 97132

**Dundee Municipal Code 3.04.030 Imposition of Fee**

For the privilege of occupancy in any hotel, on and after January 1, 2015, each transient shall pay a fee in the amount of 10% of the rent charged by the operator. The fee collected or accrued by the operator is to be held by the operator in trust for the City and shall be deemed to be a debt owed by the operator to the City.

**Certification:** I certify that 1) to the best of my knowledge and belief, the information provided herein is true and, 2) I have been given a Dundee Transient Room Tax Municipal Code section 3.04 and will comply as applicable.

Jonathan Pohl / Ana Montalvan \_\_\_\_\_ Date May 21, 2022  
 Signature

Phone 503.538.3922 \* Fax 503.538.1958  
 620 SW Fifth Street \* PO Box 220 \* Dundee, Oregon 97115  
 E-mail: [DundeeCity3@comcast.net](mailto:DundeeCity3@comcast.net)

# 425 SW Dogwood Drive

Parcel Size: 8,651 sq. ft.  
Dimensions 125' x 86'  
House Size: 4,112 sq. ft.  
Offstreet Parking: 6

**Legend**

-  Parking Area
-  Property Line



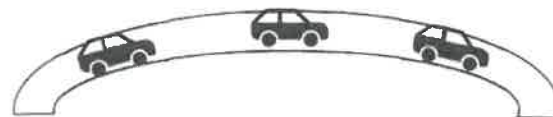
**Top Floor**

3  
bedrooms

2  
bathrooms

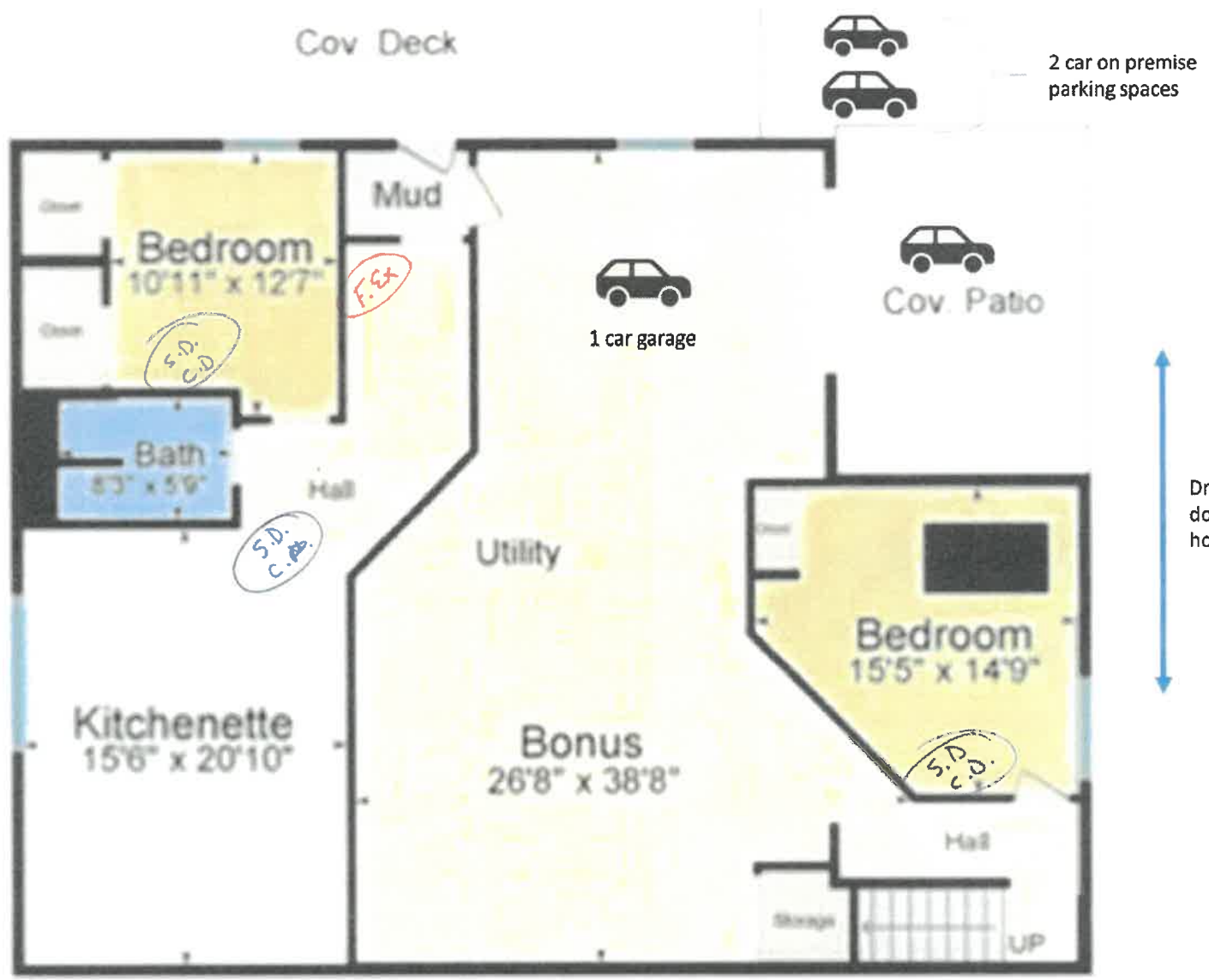


Driveway also goes down side of house

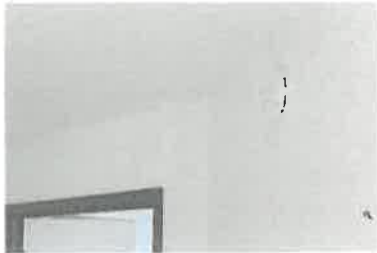


Dogwood Drive

**Bottom Floor**  
 2 bedrooms / 1  
 bathroom  
 Garage  
 Unfinished  
 Basement  
 .ower 1,861 Sq ft



## Top Floor



Smoke/Carbon  
Monoxide Detector  
outside of Master  
Bedroom



Fire Extinguisher in  
kitchen pantry – 7 ft  
from stove



Smoke/Carbon  
Monoxide Detector  
outside of guest rooms

## Safety Devices

All current as of May 9, 2022

## Bottom Floor



Fire Extinguisher – entry  
of guest bedroom/bath  
kitchenette area



Smoke/Carbon  
Monoxide Detector  
inside guest room 1



Smoke/Carbon  
Monoxide Detector  
inside guest room 2



Smoke/Carbon  
Monoxide Detector  
outside bathroom and  
guest room 1

- **Safety Devices**  
**Continued**

- Installed 2 new Radon mitigation systems – North and South side of house. Installed 2021.

- Also have a Radon meter in lower floor living area.



## **House Rules for 425 SW Dogwood Dr, Dundee, OR 97115**

### ***Welcome to Our Neighborhood!***

Dear Guests,

Hello and welcome! Thank you for choosing our property for your trip to the Willamette Valley.

You have arrived at the place we call home, the town we love, and have chosen to put roots down. We are glad you have selected this beautiful rental to call *home sweet home* while exploring our lovely area. It brings us much joy to see people enjoying their time here and as you do so, we simply request a few minor considerations:

If you have any questions during your stay, please contact Lifestyle Properties at (971)832-3399. Someone will be available 7 days a week from 9 AM to 5 PM. In case of an urgent matter outside of our operating hours, please call (503)476-9180. For emergencies, please call **911**. In the event you notice any maintenance issues that need to be addressed, please reach out and we will be happy to schedule a team member to help at the soonest availability. Please place trash in the appropriate bin outside, and our maintenance will remove between each guest stay or every Tuesday if you are staying for more nights.

#### **For non-emergency matters:**

Newberg/Dundee Police Department - (503) 538-8321

McMinnville Police Department - (503) 434-7307

Carlton Police Department - (503) 852-7575

Dayton Police Department - (937) 333-2677

Amity Police Department - (503) 835-8606

## House Rules for 425 SW Dogwood Dr, Dundee, OR 97115

Before you settle in and get comfortable, we would like to ensure everyone in your group is aware of the Vacation Rental Agreement in place for this home. Fully understanding and complying with the Vacation Rental Agreement will make for a comfortable and enjoyable stay for everyone! Please review your Vacation Rental Agreement carefully in order for the home will help to avoid damage and unwanted fees at the end of your visit. Some key House Rules are listed below:

- The maximum number of occupants permitted to stay in the home shall be no more than eight (8) people.
- Primary renter must be at least 25 years of age and is responsible for the actions of themselves and the other occupants or visitors of the property. A parent or legal guardian must accompany all guests under 21 years of age for the entire duration of the rental.
- It is requested for all guests to treat the property with the same care as you would your own residence and leave the home in the same condition as it was when you arrived.
- The primary renter, other occupants, and visitors of the property must conduct themselves in a respectful manner that is not disruptive to neighbors, traffic flow, or the community and will not prompt complaints from police, neighbors, or neighborhood associations. Noise outside the home is strictly prohibited between 10 PM and 7 AM.
- Smoking is strictly prohibited at this property including the exterior of the home.
- Events and event related items (bounce houses, tents, etc.) are not permitted at this property.
- Any criminal activity is prohibited and we will fully cooperate with any investigations of alleged unlawful activity, including sharing your information with the authorities.
- No unauthorized parking is allowed. Per city regulations, no street parking is permitted.



# Type III Review

Conditional Use

Fee: \$480.00 + \$1500.00 deposit | File No. CU/STR 22-10

**Applicability:** A conditional use application is used when certain uses, which, due to the nature of their impacts on surrounding land uses and public facilities, require a case-by-case review and analysis. Note: A variance application may be submitted concurrently with other applications for review on the same project (i.e. partition, site design review, etc.).

<b>Applicant:</b>	Jonathon Pohl, Ana Montalvan	
<b>Address:</b>	425 SW Dogwood Drive, Dundee Oregon 97115	
<b>Email Address:</b>	John@newberglaw.com	
<b>Phone(s):</b>	(503) 583-3138	
<b>Owner (if different from above):</b>		
<b>Owner Address:</b>		
<b>Email Address:</b>		
<b>Phone(s):</b>		
<b>Project Name:</b>	Dogwood	
<b>Project Location:</b>	425 SW Dogwood Drive, Dundee Oregon 97115	
<b>Map/Tax Lot No.:</b>	R3326AD02300	<b>Zone:</b> R1
<b>Parcel Size:</b>	.1986 acres	<b>Current Use:</b>
<b>Surrounding Uses:</b>	Residential	
<b>Project Description:</b>	STR	

**Each application must include the following:**

- Current Title Report (within 6 months)
- Project Statement: Describe the reason for the conditional use application.
- Site Plan(s) showing the following items (may be shown on multiple sheets):
  - Existing features (buildings, parking, landscaping, etc.);
  - Proposed new site features (buildings, parking, landscaping, etc.);
  - Utilities;
  - Parking, access, and on-site circulation;
  - Site landscaping.
  - Signage.

Architectural drawings as necessary to show compliance with Code criteria.

Written response to the conditional use permit approval criteria (DMC 17.404.A)

1. The site size, dimensions, location, topography and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations;
2. The negative impacts of the proposed use, if any, on adjacent properties and on the public can be mitigated through application of other code standards, or other reasonable conditions of approval;
3. All required public facilities, including water, sanitary sewer, and streets, have adequate capacity or are to be improved to serve the proposal, consistent with city standards;
4. A conditional use permit shall not allow a use that is prohibited or not expressly allowed under DMC 17.200; nor shall a conditional use permit grant a variance without a variance application being reviewed with the conditional use application.

Note: In accordance with 17.404.B, the City may impose conditions that are found necessary to ensure that the use is compatible with other uses in the vicinity and that negative impact of the proposed use on the surrounding uses and public facilities is minimized.

#### CONFORMANCE TO STANDARDS

The undersigned understands that this application must be complete and accurate; that before the proposed conditional use will be accepted for consideration by the Dundee Planning Department all aspects of the project shall substantially conform to the standards, regulations, and procedures officially adopted by the City of Dundee, Oregon.

All owners must sign the application or submit letters of consent. Incomplete or missing information may delay the approval process. It is further understood that the applicants(s) having business with the City of Dundee hereby agree to reimburse the City for costs incurred on their behalf for planning, engineering, and legal services as they may relate to the request, application, or project.

  
Applicant Signature      3-23-2022  
Date

  
Owner Signature      3-23-2022  
Date

Jonathan Pohl ; Ana Montalvan  
Print Name

Jonathan Pohl ; Ana Montalvan  
Print Name

---

#### Process

A variance is a Type III application, which involves a public hearing and provides an opportunity for those who appear to appeal the Planning Commission decision to the City Council. The process also requires public notice to all properties within 100 feet of the project site. This application will go through the following process:

1. Applicant submits application form and all required materials for review.
2. City staff will do a completeness check and let you know whether more information is needed (within 30 days of application).

3. City staff will prepare and mail notice to all property owners within 100 feet of the project site, and will send the application materials for review and comments to internal and external departments and agencies. This is a two-week long comment period.
4. Once all comments are received, city staff will prepare a staff report on the application.
5. Planning Commission will hold a hearing and make a decision on the application.

**BROWN, TARLOW, BRIDGES & PALMER, PC**  
Attorneys at Law

JOHN T. BRIDGES  
STEPHEN C. PALMER  
RICHARD P. BROWN  
LOREN G. GAUKROGER

515 E. FIRST STREET  
NEWBERG, OREGON 97132  
TELEPHONE: (503) 538-3138  
FACSIMILE: (503) 538-9812  
[www.newberglaw.com](http://www.newberglaw.com)



ALLYN E. BROWN  
DONALD O. TARLOW  
Retired

March 28, 2022

City of Dundee  
P.O. Box 220  
Dundee, Oregon 97115

RECEIVED  
MAR 31 2022  
CITY OF DUNDEE

**Re:** *Request for Conditional Use Permit - Short-Term Rental*  
*Applicants: Jonathon Pohl, Ana Montalvan*  
*Tax Lot #: R3326AD02300*

Ladies and Gentleman:

I represent Mr. Jonathan Pohl and Ms. Ana Montalvan in their application for Conditional Use Permit (CUP) to allow a short-term rental at their residence located at 425 SW Dogwood Drive, Dundee, Oregon 97115. Mr. Pohl and Ms. Montalvan recently purchased this property in October 2021 with a plan to retire to the property from the Seattle area. A CUP is necessary because an adjacent property has already been established as a short-term rental.

A) Background Facts

1. Parcel size: 8,651 sq ft.
2. Access: Access to this Parcel is provided by SW Dogwood Drive
3. Onsite land use and zoning: The property currently houses a large residential home. The property is entirely zoned R1.
4. Surrounding: The surrounding area is zoned R1.
5. Water: Water is supplied by the City of Dundee.
6. Sewage Disposal: Waste water disposal is supplied by the City of Dundee.
7. Fire Protection: This Parcel is within the City of Dundee Fire protection District.
8. Flood Hazard: This Parcel is outside the flood way and new portions of property are within the 100 year flood plain or flood way.

- B) Ordinance, provisions, and analysis:
1. The Dundee municipal code Section 17.404.A requires considerations of the following factors in review of the Conditional Use Permit Application:
    - A) *The site size, dimensions, location, topography and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/emissions, light, glare, erosion, odor, dust, visibility, safety, and aesthetic considerations;*
    - B) *The negative impacts of the proposed use, if any, on adjacent properties and on the public can be mitigated through application of other code standards, or other reasonable conditions of approval;*
    - C) *All required public facilities, including water, sanitary sewer, and streets, have adequate capacity or are required to be improved to serve the proposal, consistent with the city standards;*
    - D) *A Conditional Use Permit shall not allow a use that is prohibited or not expressly allowed under DMC 17.200; nor shall a conditional use permit grant a variance without a variance application being reviewed with the conditional use application.*

The following is a list of responses to factors set forth above;

- A) The site size, dimensions, location, topography and access are adequate for the needs of the proposed use, considering the proposed building mass, parking, traffic, noise, vibration, exhaust/emissions, light, glare, erosion, odor dust, visibility, safety, and aesthetic considerations;

The applicant's property consists of a 4,112 sq ft home that consists of five (5) bedrooms and three (3) bathrooms. This home sits on a 8,651 sq ft lot in the North part of the City of Dundee. The home was built in 1990 and all of the dimensional standards and setback requirements as established in 1990 per the Dundee Municipal Code have been satisfied. The property is surrounded by other single family homes of similar size and are all in the same zone of R1. The topography, soil, and location of this property make it suitable for its current use and the proposed use of its short-term rental property. The ingress and egress are provided via SW Dogwood Drive which is also suitable for the properties current use and proposed use. The property has room for six (6) off street parking spots.

- B) The negative impacts of the proposed use, if any, on adjacent properties can be mitigated through application of other code standards, or other reasonable conditions of approval;

There are minimal, if any, negative impacts on Applicants proposed use to use the home as a short-term rental property. Any concerns related to a over density of short term rental property in one location has already been mitigated and addressed in the Dundee Municipal Code which as this applicants is doing necessitates a CUP so that the City of Dundee can analyze whether the density of multiple Short-term rentals

in one area is appropriate or not. If there is a concern about the two homes being rented together, the applicant would accept a condition preventing that.

- C) All required public facilities, including water, sanitary sewer, and streets, have adequate capacity or are to be improved to serve the proposal, consistent with the city standards;

Portland General Electric currently provides electricity to the applicants property. Water and Sewer are currently provided by the City of Dundee. The Applicants proposed use will not over burden those systems considering that the Applicants do not reside in the property as their primary residential home instead using it occasionally as a vacation home. It's current and proposed use will have less impact on the system than a single family occupancy.

- D) A Conditional Use Permit shall not allow a use that is prohibited or not expressly allowed under DMC 17.200; nor shall a conditional use permit grant a variance without a variance application being review with the Conditional Use Application.

Applicants acknowledge that the City of Dundee approval of a Conditional Use Permit in this instant will not grant a variance and that any need for a variance a on this subject property will require an application to be submitted.

The foregoing responses and the enclosed aerial map depicting the property have sufficiently responded to and should address all of the need of the City of Dundee in consideration for this Conditional Use Permit Application. In the events that there are any questions related to this application or other materials please do not hesitate to contact me.

Yours Truly,

BROWN, TARLOW, BRIDGES & PALMER, PC



John T. Bridges

JTB:ls

Enclosures

Title Policy;  
Aerial;  
Layout;  
Parking Photos;  
Application; and  
Filing Fee.  
cc: client



Off Street Driveway holds 3 cars



Drive way also goes down side of house to back yard area – 3 additional parking areas







ISSUED THROUGH THE OFFICE OF:



FIRST AMERICAN  
TITLE INSURANCE  
COMPANY

Corporate Office  
1 First American Way  
Santa Ana, CA 92707  
(800) 854-3643



*First American*

# Owner's Policy

## Owner's Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company**

POLICY NUMBER

**5031941-3817191**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

### **First American Title Insurance Company**

Dennis J. Gilmore  
President

Greg L. Smith  
Secretary

(This Policy is valid only when Schedules A and B are attached)

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**COVERED RISKS (Continued)**

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to date of policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive

notice of matters relating to real property to purchasers for value and without knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

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 Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy 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.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

CONDITIONS (Continued)

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section 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 Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

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

- (a) To Pay or Tender Payment of the Amount of Insurance.  
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
  - (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
  - (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant 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 subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

CONDITIONS (Continued)

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including 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, adverse to the Title, as Insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

*(Intentionally Deleted)*

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy 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.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy 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 policies of title insurance 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 against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. 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 Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, CA 92707. Phone: 888-632-1642.**

Form 5031941 (2-15-18)	Page 5 of 9	OTIRO PO-04 ALTA Owner's Policy of Title Insurance (6-17-06) Oregon
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*First American*

## Schedule A

### Owner's Policy of Title Insurance

ISSUED BY  
**First American Title Insurance Company**

POLICY NUMBER  
**3817191**

Name and Address of Title Insurance Company:

**First American Title Insurance Company, 1 First American Way, Santa Ana, CA 92707.**

File No.: 1032-3817191

Address Reference: 425 SW Dogwood Dr, Dundee, OR 97115      Amount of Insurance: \$625,000.00

Premium: \$1,538.00

Date of Policy: October 27, 2021 at 12:07 p.m.

1. Name of Insured:

Jonathan Pohl and Ana R. Montalvan

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Jonathan Pohl and Ana R. Montalvan

4. The Land referred to in this policy is described as follows:

Lot 4, Block 5, DOGWOOD PARK ADDITION, in the City of Dundee, Yamhill County, Oregon.



*First American*

## Schedule B

### Owner's Policy of Title Insurance

ISSUED BY

**First American Title Insurance Company**

POLICY NUMBER

**3817191**

File No.: 1032-3817191

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the public records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject land onto adjoining land or of existing improvements located on adjoining land onto the subject land), encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the subject land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the public records.

This exception (#5) is hereby waived without additional cost in accordance with the provisions of the Oregon Title Insurance Rating Manual provision 5.001 A 5 PROVIDED a Lender has been issued a simultaneous title insurance policy on the subject property and to the extent this exception has been eliminated or modified on said Lender's policy.

6. Water rights, claims to water or title to water, whether or not such rights are a matter of public record.
7. Restrictive Covenants for total underground wiring, including the terms and provisions thereof, set forth in instrument recorded November 10, 1970 as Film Volume 81, Page 1337, Deed and Mortgage Records, and also recorded November 16, 1970 as Film Volume 81, Page 1451, Deed and Mortgage Records.

8. Deed of Trust and the terms and conditions thereof.

Loan No.: 0581441094-002  
Grantor/Trustor: Jonathan Pohl and Ana Montalvan, husband and wife  
Grantee/Beneficiary: Wells Fargo Bank, N.A.  
Trustee: Fidelity National Title Company of Oregon  
Amount: \$548,250.00  
Dated: October 26, 2021  
Recorded: October 27, 2021  
Recording Information: 202121323

# ATTACHMENT 3

July 10, 2022

City of Dundee  
Written Comments: CU/STR 22-10  
Attn: Planner  
P O Box 220  
Dundee, OR 97115

I live on the corner of Hawthorne and 3<sup>rd</sup> (117). On the map you sent, I have highlighted in yellow the Vacation Rentals (VR's) that I know exist in my neighborhood.

These are my questions, comments and concerns.

How many VR's are you going to allow in Dundee? How many is too many within Dundee or in one neighborhood?

Are you regulating VR's for Short Term Rental Tax? If that is a true statement, then why are you not trying to get boutique hotels to locate in Dundee. Hotels would concentrate the traffic out of the neighborhoods.

Should the tax charged be higher because in most cases, more than one couple occupies the property? Maybe based on # of Bedrooms.

How is the tax collected spent? General Fund, Special Projects?

You have a list of rules that the VR's must follow. Who is responsible to inspect/monitor the properties for compliance during application and ongoing?

Water/Sewer rates are based on water consumption in the winter. VR's are generally NOT occupied during those times. Are those fees adjusted?

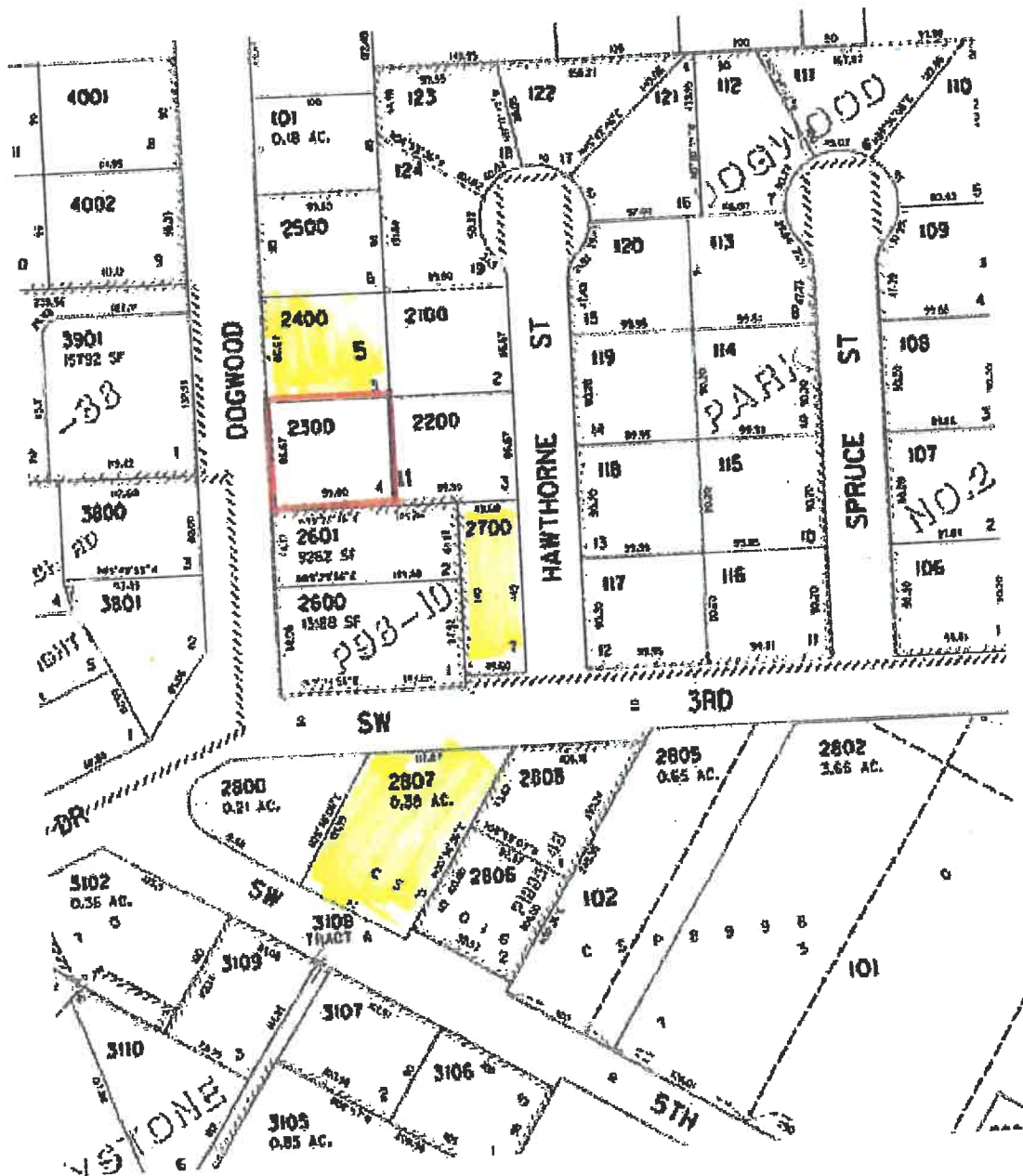
I am neither for nor against VR's. I just want a strong community with neighbors and tourist to that pay for use of our resources.



Phillip Carey  
175 SW Hawthorne Ct.  
Dundee, OR 07115

The Planning Commission will pass an oral motion at the end of the public hearing process directing staff to prepare a Planning Commission Order for the Commission Chair to sign (1) approving the application, or (2) approving the application with conditions, or (3) denying the application. If you participate in the public hearing process, either by testifying at the public hearing, or by submitting written comments, the City will send you a notice of the decision including your appeal rights.

The subject property is shown in red on the following map.



Date Mailed: June 29, 2022

July 11th, 2022

To: Dundee Planning Commission

Re: Conditional Use Application (CU/STR 22-10)

Dear Dundee Planning Commission,

I am the current owner of a short term rental within 200 feet of this application. I would be a hypocrite if I were to say I was against this application. There clearly is still a need for more short term housing in this area. I have been lucky enough to not see a drop off in income since 2015 despite an incredible increase in short term rentals on the market in Dundee over the last 7 years.

My concern is not this application, rather the livability for permanent residents of Dundee when their "neighbors" are all nightly visitors. I would love for the planning commission to consider a policy that would allow for a certain number of licenses within a radius or city block.

I have been very lucky so far to have great support and communication from my current neighbors, but I fear that if the block gets crowded with short term rentals, that support will fade.

I communicated this same feedback to the questionnaire a few years ago and would be happy to discuss this matter further if requested.

Thank you for your consideration,  
Virginia Pedersen



Owner - 172 SW Hawthorne Ct, Dundee, OR 97115

608.469.6123