

AGENDA CITY OF DAYTON REGULAR SESSION

DATE: Monday, August 5, 2024
 TIME: 6:30 PM
 PLACE: DAYTON CITY HALL ANNEX - 408 FERRY STREET, DAYTON, OREGON
 VIRTUAL: ZOOM MEETING - ORS 192.670/HB 2560

You may join the Council Meeting online via YouTube: <https://youtube.com/live/diYx1nSrRM4?feature=share>

Dayton - Rich in History . . . Envisioning Our Future

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	<i>Dayton City Council is holding a Public Hearing to obtain citizen input on the text amendments to Chapter 7.4.1 of the Dayton Land Use Development Code (DLUDC) to update standards for the placement of temporary signs.</i>	
F.	ACTION ITEMS	
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G. CITY COUNCIL COMMENTS/ CONCERNS

H. INFORMATION REPORTS

1. Tourism and Economic Development

I. CITY MANAGER'S REPORT

101-108

J. ADJOURN

Posted: August 1, 2024

By: Rocio Vargas, City Recorder

Next Meetings

Tuesday, September 3, 2024, Regular Session Meeting

Monday, September 30, 2024, Executive Session Meeting

Virtually via Zoom and in Person, City Hall Annex, 408 Ferry Street, Dayton, Oregon

The public is encouraged to relay concerns and/or comments to the City Council in one of the following methods:

- a **Email - any time up to 5:00 p.m.** the day of the meeting to rvargas@daytonoregon.gov.
The Mayor will read the comments emailed to the City Recorder.
- b **Appear in person** - if you would like to speak during public comment, please sign up on the sign-in sheet located on the table when you enter the Council Chambers.
- c **Appear by Telephone only** - please sign up prior to the meeting by emailing the City Recorder at rvargas@daytonoregon.gov. (The chat function is not available when calling by phone into Zoom.)
- d **Appear virtually via Zoom** - send an email directly to the City Recorder, Rocio Vargas, at rvargas@daytonoregon.gov prior to the meeting to request to speak during public comment. **The City Recorder will need your first and last name, address, and contact information** (email, phone number), **and topic name**. You will receive the Zoom Meeting link or information. When it is your turn, the Mayor will announce your name and your microphone will be unmuted.

**MINUTES
DAYTON CITY COUNCIL
WORK/SPECIAL SESSION
JULY 15, 2024**

PRESENT: Mayor Annette Frank
Councilor Scott Hover
Councilor Kitty Mackin
Councilor Jim Maguire
Council President Luke Wildhaber (*arrived at 6:32pm*)

ABSENT: Councilor Drew Hildebrandt
Councilor Rosalba Sandoval-Perez

STAFF: Cyndi Park, Interim City Manager
Rocio Vargas, City Recorder
Dave Rucklos, Tourism & Economic Development Director
Don Cutler, Public Works Supervisor

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Annette Frank called the meeting to order at 6:30pm and all those present gave the Pledge of Allegiance.

B. ROLL CALL

Mayor Annette Frank noted that there was a quorum with Councilors Hover, Mackin, Maguire and Wildhaber present in person. Councilors Hildebrandt and Sandoval-Perez were absent.

C. APPEARANCE OF INTERESTED CITIZENS

Wendy Stec, 705 Rodeo Dr, Dayton, stated that she is a volunteer in city committees and would like to be involved in the recreation renovation plans when the funding becomes available to the city.

D. CONSENT AGENDA

JIM MAGUIRE MOVED TO APPROVE THE CONSENT AGENDA OF JUNE 17, 2024, MEETING MINUTES AS WRITTEN. SECONDED BY SCOT HOVER. Motion carried with Frank, Hover, Mackin, Maguire and Wildhaber voting aye. Councilors Hildebrandt and Sandoval-Perez were absent.

E. PUBLIC HEARING

City Council had a Public hearing to obtain public input on the Urban Renewal Plan approval. Opened at 6:35pm.

Dave Rucklos, Tourism and Economic Development Director presented information on the steps taken to find additional funding options for the city to achieve the City Council's goals and the desires of the Dayton residents. He stated that the State of Oregon provides the Urban Renewal option for cities to obtain additional funding by deferring new development taxes to the Urban Renewal Agency.

Elaine Howard, Elaine Howard Consulting LLC, presented the process to establish an Urban Renewal Agency in a city as provided by Oregon Revised Statutes. She explained how the Urban Renewal area works to defer taxes above the frozen assessed value of property to the agency and used by the city on the pre-established projects based on the Urban Renewal Plan. She presented the projected Urban Renewal maximum indebtedness for the City of Dayton estimated in 25 years.

Ross Senn, 608 4th Street, Dayton Fire District Board member, stated that 79 of the 80 acres that the District serves are tax deferred agricultural properties. He stated that the 1 acre dedicated to the City of Dayton.

Ross Senn stated that an Urban Renewal would affect the Dayton Fire Department funding that they need for new equipment, completing the second story of the Dayton station, additional personnel and completing the substation in Hopewell.

Brett Puttman, 14575 SE Foster RD, Dayton Fire District Chief, stated that there is a need for additional personnel to fulfill the number of calls received. He stated that there has been new equipment purchased and new construction finance without leaving more taxes or bonds to the residents of Dayton.

Councilor Maguire inquired for data information on how Urban Renewal would affect the Dayton Fire District.

Steve Quimby, Dayton Fire District, stated that with Urban Renewal the DFD budget would be controlled by Urban Renewal, and the DFD needs money for personnel based on the number of calls.

Councilor Wildhaber inquired for more information from the District on the projected expenses of the District in 25 years.

There was a discussion on commercial versus residential property taxes.

Steve Scott, Twin Towers, spoke in favor of Urban Renewal. He stated that Urban Renewal does not directly benefit Twin Towers. He stated that Twin Towers depends on the city water, sewer and stormwater infrastructure needed to support new planned development.

Mayor Annette Frank closed the public hearing at 7:40pm.

F. ACTION ITEMS

1. Cost of Living Adjustment (COLA)

Interim Cyndi Park informed the council that the information in the staff report was incorrect and is requesting a 3% COLA and not a 4% COLA.

KITTY MACKIN MOVED TO APPROVE A 3% COST OF LIVING ADJUSTMENT FOR CITY STAFF EFFECTIVE JULY 1, 2024. SECONDED BY JIM MAGUIRE. Motion carried with Frank, Hover, Mackin, Maguire and Wildhaber voting aye. Councilors Hildebrandt and Sandoval-Perez were absent.

2. Hiring of Library Assistant

Interim City Manager Cyndi Park presented the possibility of hiring Vick Durand as a library assistant if the Council approves.

There was a discussion about the budget constraints and the cost of the City Manager recruitment that makes it difficult to move forward with the hiring of a library assistant.

Council decided to table the item for another time.

G. Work/Discussion Items

1. City of Dayton City Manager Recruitment Schedule

Amelia Wallace, Jensen Strategies, briefed the Council on the process of recruitment for a City Manager.

The Council discussed the recruitment schedule and changes were made to the schedule accommodate the Council.

The work session changed from July 23, 2024, to July 22, 2024, at 6:30pm.

September 23, 2024 will include Zoom option.

Amelia Wallace, Jensen Strategies, moved the finals week of interviews from Oct 8-11 to the following week. Dates are to be confirmed by all councilors.

H. EXECUTIVE SESSION

I. COUNCILOR COMMENTS AND CONCERNS

Councilor Hover stated that he would like officially to table the second action item of hiring of a Library Assistant.

Councilor Wildhaber expressed that he thinks Urban Renewal is a good thing and wants the Fire Department to benefit from it since we all depend on them. He inquired about the cooling shelter information available to the public.

Councilor Maguire thanked the Council for moving the final recruitment week so he could be present. He stated that he would not be available for the September 3rd, 2024, Council meeting.

Councilor Mackin stated that she would be attending the City of Yamhill dinner dressed as clown "Ms. Beverly Bookmark" in honor of Beverly Cleary.

Mayor Frank inquired if there was time and interest for a float for the Old Timer's Weekend. She urged the Council to be present at the National Night Out to help.

Mayor Frank reminded the Council that elections are coming up and packets are available with Rocio Vargas, City Recorder.

J. INFORMATION REPORTS

1. Tourism and Economic Development (TED)

Dave Rucklos, TED Director, reported on the accomplished objectives in economic development and tourism. He stated that Urban Renewal is a priority and will work to get the committee together with Council and the Dayton Fire District.

TED Director stated that the Dayton Village contract with Community Home Builders is going under review by the City Attorney. He stated that the contract be ready for signatures for execution by December 31, 2024.

TED Director is working on the Small City Allotment Grant for \$250,000 with Denny Muchmore City Engineer for the 3rd and Alder street overlay project.

TED Director and Curt Fisher are working on the update of the Transportation Plan.

TED Director reported that he will be the point person with Jensen Strategies in the City Manager recruitment.

TED Director updated on the restoration of the bandstand in Courthouse Square Park.

TED Director will p

K. CITY MANAGER'S REPORT

Cyndi Park, Interim City Manager, updated the Council on communication from the City Attorney on the new Supreme Court Decision on the Grants Pass case. She stated that the City Attorney will review the City Code to make sure that it complies.

Interim City Manager informed the Council that the City acquired Cyber Security Insurance to protect the Water Treatment Plant.

L. ADJOURN

There being no further business to discuss the meeting was adjourned at 8:30pm

Respectfully submitted:

APPROVED BY COUNCIL on **August 5, 2024**

By:

Rocio Vargas, City Recorder

As Written

As Amended

Annette Frank, Mayor

**MINUTES
DAYTON CITY COUNCIL
WORK SESSION
JULY 22, 2024**

PRESENT: Mayor Annette Frank
Councilor Drew Hildebrandt
Councilor Scott Hover
Councilor Kitty Mackin
Councilor Rosalba Sandoval-Perez (arrived at 6:35)
Council President Luke Wildhaber

ABSENT: Councilor Jim Maguire

STAFF: Cyndi Park, Interim City Manager
Rocio Vargas, City Recorder
Dave Rucklos, Tourism & Economic Development Director
Don Cutler, Public Works Supervisor

A. CALL TO ORDER & PLEDGE OF ALLEGIANCE

Mayor Annette Frank called the meeting to order at 6:31 pm and all those present gave the Pledge of Allegiance.

B. ROLL CALL

Mayor Frank noted that there was a quorum with Councilors Hildebrandt, Hover, Mackin, Sandoval-Perez, and Wildhaber present in person. Councilor Maguire was absent.

C. APPEARANCE OF INTERESTED CITIZENS

None.

D. WORK SESSION- DISCUSSION ITEMS

1. Review Draft Candidate Profile for City Manager

Mayor Frank invited Amelia Wallace from Jensen Strategies to present the draft profile.

Amelia Wallace, Jensen Strategies, presented the documents with the candidate profile, process, and timeline of recruitment. She stated that the profile document was drafted with information provided from interviews with staff and council, as well as the community survey that was distributed.

Amelia briefed the Council on the draft profile and facilitated discussion of edits.

Amelia reviewed the timeline with Council and advised that there were changes made.

Amielia stated that the community description would be drafted with the assistance of staff, and she will have the updated version of the profile ready for the next Council meeting for approval.

E. COUNCILOR COMMENTS AND CONCERNS

Councilor Wildhaber stated that he has had people reach out to him about Urban Renewal and he has reached out to Elaine Howard for information.

F. ADJOURN

There being no further business to discuss meeting adjourned at 7:37pm.

Respectfully submitted:

APPROVED BY COUNCIL on **August 5, 2024**

By:

As Written

As Amended

Rocio Vargas, City Recorder

Annette Frank, Mayor

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STAFF REPORT

LA 2024-01 PUBLIC HEARING BEFORE CITY COUNCIL

- HEARING DATE:** August 5, 2024
- SUBJECT:** Text amendments to Chapter 7.4.1 of the Dayton Land Use Development Code to update standards for the placement of temporary signs.
- APPROVAL CRITERIA:** Dayton Land Use Development Code, Section 7.3.112.03, A – D.
- EXHIBIT:** A. Proposed Code Amendments in *italic bold* and ~~strikethrough~~ format.

I. REQUESTED ACTION

Conduct a public hearing on proposed legislative amendments to Chapter 7.4.1 of the Dayton Land Use Development Code (DLUDC), case file LA 2024-01. Options for action on LA 2024-01 include the following:

- A. Adopt the findings in the staff report and adopt LA 2024-01:
 1. As presented/recommended by staff; or
 2. As amended by the City Council (indicating desired revisions).
- B. Take no action on LA 2024-01.
- C. Continue the public hearing, preferably to a date/time certain.

II. BACKGROUND

In 2021, Dayton passed a complete update to the sign code but signs related to elections were not included in that update. In February of 2023, the City Council included an update to the temporary sign code to address election signs as a priority objective toward creating a livable community that is aesthetically pleasing, affordable, inviting, and with a vibrant and diverse economy (Goal B).

Regulations that apply to election signs need to be carefully crafted to preserve First Amendment rights. Therefore, cities are not allowed to regulate the content of signs or implement specific rules that apply to election signs. The draft amendments generally implement the policy tools described in the *Guide to Drafting a Sign Code* published by the League of Oregon Cities. The primary policy change reflected in the amendments is the establishment of a period 60 days before a public election to five days after a public election where individual temporary signs not exceeding 6 square feet are allowed, regardless of content. Outside of that time period, the current standards for temporary signs apply which allows a maximum sign area of 12 square feet for temporary signs.

The Planning Commission conducted a work session on the proposed amendments on May 9, 2024, and held a public hearing on June 13, 2024, where they unanimously recommended that the City Council adopt the amendments reflected in the staff report and accompanying exhibit.

III. PROCESS

Section 7.3.112.01 requires text amendments to the DLUDC to be approved through a Type IV review procedure as specified in Section 7.3.2.

No later than June 3, 2024, written notice of the hearing before the Planning Commission and subsequent hearing before the City Council was published in the McMinnville News-Register.

The scope of the proposed text amendments associated with LA 2024-01 are included in Exhibit A and are shown in *italic bold* and ~~strikethrough~~ format for review purposes.

IV. SUMMARY OF PROPOSED AMENDMENTS

The following summarizes the proposed amendments to the applicable sections of the DLUDC in the order they appear in the Code.

7.4.101.01 – 7.4.102.05

Adds temporary signs to the list of signs that do not require a sign permit to reflect current City practice for the regulation of temporary signs and makes minor technical corrections to grammar and punctuation.

7.4.103 – 7.4.106 Design standards specific to each zoning district.

Incorporates model code language permitting temporary signs during the period 60 days before a public election and 5 days following the election in all zones. Creates a consistent standard for all other temporary signs that they shall be installed for not longer than 30 days in a calendar year in all zoning districts.

V. FINDINGS AND APPROVAL CRITERIA

7.3.112.01 Process

Amendments to the Comprehensive Plan and Development Code texts shall be reviewed in accordance with the Type IV review procedures specified in Section 7.3.201.

7.3.112.03 Criteria for Approval

Amendments to the Comprehensive Plan or Development Code text shall be approved if the evidence can substantiate the following:

A. *Impact of the proposed amendment on land use and development patterns within the city, as measured by:*

1. *Traffic generation and circulation patterns;*

Findings: The proposed amendments do not impact traffic generation and circulation patterns. Staff find the impact to traffic generation and circulation patterns is negligible.

2. *Demand for public facilities and services;*

Findings: The proposed amendments do not impact demand for public facilities and services. Staff find the impact on public facilities and services is negligible.

3. *Level of park and recreation facilities;*

Findings: The amendments do not involve changes to the uses allowed in the underlying zoning districts that would affect the level of service provided by existing park and recreation facilities. Staff find the impact on park and recreation facilities is negligible.

4. *Economic activities;*

Findings: The proposed amendments provide tools to limit potential visual clutter caused by the placement of temporary signs. Staff find the impact to economic activities is negligible.

5. *Protection and use of natural resources;*

Findings: The proposed amendments do not impact the protection and use of natural resources. Staff find the impact to natural resources is negligible.

6. *Compliance of the proposal with existing adopted special purpose plans or programs, such as public facilities improvements.*

Findings: The proposed amendments do not impact compliance with existing adopted special purpose plans or programs. Staff find this criterion is satisfied.

B. A demonstrated need exists for the product of the proposed amendment.

Findings: The amendment responds to the need for consistent standards for the placement of temporary signs during election periods across all zoning districts. Staff find this criterion is satisfied.

C. The proposed amendment complies with all applicable Statewide Planning Goals and administrative rule requirements.

Findings: Staff finds that no Statewide Goals apply to LA 2024-01 due to the limited scope of the proposal involving local regulation concerning the placement of temporary signs.

D. The amendment is appropriate as measured by at least one of the following criteria:

1. *It corrects identified error(s) in the provisions of the plan.*
2. *It represents a logical implementation of the plan.*
3. *It is mandated by changes in federal, state, or local law.*
4. *It is otherwise deemed by the council to be desirable, appropriate, and proper.*

Findings: In February of 2023, the City Council deemed these amendments to be desirable, appropriate, and proper by including them in council goals as a priority objective toward creating a livable community that is aesthetically pleasing, affordable, inviting, and with a vibrant and diverse economy. Therefore, staff find criterion 4. is satisfied.

VI. PLANNING COMMISSION ACTION – Sample Motion

A Planning Commissioner may make a motion to either:

1. Adopt the staff report and recommend the City Council approve the amendments. A sample motion is:
I move the City Council to adopt the staff report and approve the amendments.
2. Adopt a revised staff report with changes by the City Council and recommend the City Council approve the revised amendments. A sample motion is:
I move the City Council adopt a revised staff report with the following revisions...state the revisions...and recommend the City Council approve the revised amendments.
3. Recommend the City Council deny the proposed amendments. A sample motion is:
I move the City Council deny the proposed amendments for the following reasons...and state the reasons for the denial.
4. Continue the hearing to a date/time certain. A sample motion is:
I move the City Council continue the hearing to a date (state the date) and time (state the time) to obtain additional information and state the information to be obtained.

EXHIBIT A

7.4.101.01 Applicability

All properties within Dayton City Limits shall be subject to the provisions of this section. Unless specifically listed as a permitted use or type in this section, other sign types and uses are prohibited.

7.4.101.02 Purpose

- A. While signs communicate all types of helpful information, unregulated signs obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation. The purpose of this section is to regulate the size, illumination, movement, materials, location, height, and condition of all signs placed on private property for exterior observation, thus ensuring the protection of property values; the character of the various neighborhoods; the creation of a convenient, attractive, and harmonious community; protection against destruction of or encroachment on historic properties, convenience to citizens and encouraging economic development. This section allows adequate communication through signage while encouraging aesthetic quality in the design, location, size, and purpose of all signs. If any provision of this section is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of other provisions of this section which can be given effect without the invalid provision.
- B. A sign placed on land or a building for identification, protection, or directing persons to use conducted therein must be deemed to be an integral, but accessory and subordinate, part of the principal use of land or building. Therefore, ~~the intent of this section is this section to~~ establish es limitations on signs to ensure they are appropriate to the land, building, or use to which they are appurtenant and are adequate for their intended purpose while balancing the individual and community interests identified in subsection (A) of this section.
- C. These regulations are intended to promote signs that are compatible with the use of the property to which they are appurtenant, the landscape and architecture of surrounding buildings, are legible, are not distracting to motorists, and are constructed and maintained in a structurally sound and attractive condition.
- D. These regulations do not regulate every form and instance of visual communication that may be displayed anywhere within the jurisdictional limits of the City. Rather, they are intended to regulate those forms and instances that are most likely to meaningfully affect one or more of the purposes set forth above.
- E. These regulations do not ~~entirely~~ eliminate all of the ~~harms harm~~ that may be created by the installation and display of signs. Rather, they strike an appropriate balance that preserves ample channels of communication ~~by means of using~~ visual display while still reducing and mitigating the extent of the ~~harms harm~~ caused by signs.

7.4.101.03 Definitions

A-Board Sign: Includes signs that are ordinarily in the shape of an "A", or some variation thereof, on the ground, easily movable, and which is usually ~~two-sided~~two-sided.

Flag: A sign made of nonrigid material with no rigid internal or enclosing framework, attached to a pole along a single straight side of the sign such that the sign remains unattached along the remaining sides and can move in the wind.

Temporary Sign: A sign not permanently attached to a building, structure, or ground that is intended to be displayed for a limited period of time. Such signs may include banners, pennants, streamers, spinners, A-board signs, or other similar devices.

7.4.101.04 Prohibited Signs

Signs not conforming to Section 7.4 of the Dayton Municipal Code are unlawful and shall constitute a Class C violation according to the City of Dayton Fee Schedule.

- A. Installation or posting of any notice or signage on utility poles, street lights, stop signs, other street signs, trees in the public right-of-way, public places, or premises shall be prohibited without approval from the Utility or the City of Dayton.
- B. Access. Signs that block ingress or egress ~~so-as~~ to interfere with the flow of pedestrian or vehicle traffic, doors, windows, fire escapes, or parking areas shall be prohibited.
- C. Billboards.
- D. Any sign on vacant property unless allowed as a temporary sign.
- E. Condition. Signs which are faded, torn, damaged, or otherwise unsightly or in a state of disrepair shall be immediately repaired or removed.
- F. Reader board or portable signs.
- G. Obscene Signs- A sign that creates a public nuisance displaying an obscenity as defined under ORS Chapter 167.
- H. Flashing signs, signs that produce glare, or animated signs that change image more than six times per minute.

7.4.101.05 Exempt Signs

The following signs and devices ~~do not require a sign permit shall not be~~ but are otherwise subject to the provisions of this Chapter ~~and that shall be require approval from enforced by~~ the City.

- A. Identification Signs. Memorial and Historic Identification Signs and Donation Plates. Memorial tablets, cornerstones, donation plates, or similar plaques, such as National Register listing, not exceeding six square feet.
- B. Occupant or Owner Sign. A sign identifying the name of the occupant or owner, provided the sign is not larger than one (1) square foot, is not illuminated, and is either attached to the structure or located within the front yard setback.
- C. Window signs shall not be calculated in total sign area calculations but are limited to a maximum of twenty-four (24) square feet or twenty-five percent (25%) of the total window area, whichever is less.
- D. State Highway Requirements. Applicants are advised to contact the State Highway Division of the Oregon Department of Transportation regarding other possible sign

regulations adjacent to Ferry Street and Third Street.

- E. Vehicle Signs. Signs painted on or otherwise attached to vehicles.

F. Temporary Signs as defined in section 7.4.101.03.

7.4.101.06 Non-conforming Signs

Non-conforming signs are subject to the following provisions:

- A. Legally established nonconforming permanent signs may continue to exist in accordance with this section. Nonconforming signs that were not legally established have no legal right to continue and must be removed or reconstructed in conformance with this code.
- B. Maintenance. A **nonconforming** sign may undergo normal maintenance, which includes normal care or servicing needed to keep a sign functional, such as cleaning, replacing, or repairing a part made unusable by ordinary wear, and changing light bulbs. "Normal maintenance" excludes major structural repairs designed to extend the useful life of the non-conforming sign.
- C. Sign face. The sign face or sign copy may be changed without affecting the nonconforming status of the sign.
- D. Ownership. Should a property change ownership or a building have a new tenant, all non-conforming signs must be removed within six months of the change.
- E. Changes to nonconforming signs.
 - 1. A non-conforming sign shall not be enlarged or altered in a way that would increase its nonconformity.
 - 2. Signs and sign structures that are moved or replaced shall be brought into conformance with the sign regulations.
 - 3. Signs that are structurally altered by more than fifty (50) percent of the replacement value, shall be brought into conformance with the sign regulations.
 - 4. Signs that are structurally altered by fifty (50) percent or less than the replacement value may continue to be used as a nonconforming sign provided the alterations do not increase the nonconformity of the sign.
- F. Damaged nonconforming signs:
 - 1. When a nonconforming sign is damaged by wind, fire, neglect, or by any other cause, and such damage exceeds fifty (50) percent of its replacement value, **the** nonconforming sign shall be removed or brought into conformance with the sign regulations within six months of the date the damage occurred.
 - 2. When a nonconforming sign is damaged by wind, fire, or by any other cause and the estimated cost to repair the sign is fifty (50) percent or less of its replacement value, it may be repaired and restored to the condition it was in before it was damaged and may continue to be used as a nonconforming sign, provided that such repairs and restoration are started within six months of the date the sign was damaged and are diligently pursued thereafter.
 - a. Whenever repairs and restoration of a damaged nonconforming sign are not started within one year of the date the sign was damaged or are diligently pursued once started, the sign shall be deemed

abandoned.

- b. Abandoned signs shall not be permitted as nonconforming signs. Abandoned signs shall be taken down and removed by the owner,

agent, or person having the beneficial use of the building or structure upon which such sign may be found.

7.4.101.07 Adjustments And Variances

Sign adjustments/variances shall be reviewed ~~in accordance with~~ **by** a Type II action, as specified in Section 7.3.2 using the following criteria. ~~Criteria for Sign Variance/Adjustments.~~

- A. Compliance with the applicable standard would create an unnecessary hardship due to physical conditions of the property (topography, lot size or shape, or other circumstances over which the applicant has no control), which are not present on other properties in the same zone, and the adjustment is necessary to permit signage comparable with other properties in the same zone.
- B. The hardship does not result from actions of the applicant, owner(s), or previous owner(s), or ~~from~~ personal circumstances of the applicant, owner(s), or previous owner(s), such as physical condition, age or financial situation; and
- C. Approval of the adjustment will not adversely affect the function or appearance of the development and use of the subject property and surrounding properties; and will not impose limitations on other properties and signage in the area including signage that would be allowed on adjacent properties.

7.4.102.01 Review Procedures

All signs not specifically exempt from permitting requirements by Section 7.4.101.5 shall be subject to the permitting procedures of this section. No signs in conflict with any provisions of this ordinance shall be permitted.

7.4.102.02 Permit Fees

Permit fees shall be established by City Council resolution and updated as needed.

7.4.102.03 Application Requirements

Application Requirements: An application for a sign permit shall be submitted on a form provided by the City Planner or designee. The application shall include the following items, at minimum:

- A. A sketch drawn to scale indicating the proposed sign and identifying existing signs on the premises.
- B. The sign's location, graphic design, structural and mechanical design, and engineering data which ensures its structural stability.
- C. The names and addresses of the sign company, ~~the~~ person authorizing ~~the~~ erection of the sign, and the owner of the subject property.

7.4.102.04 Revocation Of Permits

Sign permits mistakenly issued in violation of these regulations or other provisions of the Dayton Land Use and Development Code are void. The City Planner or designee may revoke a sign permit if they find that there was a material and misleading false statement of fact in the application for the permit.

7.4.102.05 Design, Construction, And Maintenance

All signs shall be designed, constructed, and maintained according to the following standards:

- A. Compliance with Building Codes. All signs shall comply with the applicable provisions of the ~~building~~ **Building** Code in effect at the time of the sign permit application and all other applicable structural, electrical, and other regulations. The issuance of a sign permit under these regulations does not relieve the applicant of complying with all other permit requirements.
- B. Materials. Except for banners, flags, portable signs, temporary signs, and window signs ~~temporary~~ conforming in all respects with the requirements of these regulations, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or other structure by direct attachment to a rigid wall, frame, or structure.
- C. Maintenance. All signs shall be maintained in a good structural condition and readable at all times.
- D. Owner Responsibility. The owner shall be responsible for its erection and maintenance and its compliance with the provisions of these regulations or other laws or Ordinances regulating signs.
- E. Aesthetics. All signs shall be professional in appearance, constructed in a workmanship-like manner to professional standards.

7.4.103 ~~Maximum Sign Area~~ Design Standards – Residential Zones

7.4.103.01 Purpose And Applicability: -

7.4.103.02 Permitted Signs

7.4.103.03 Maximum Sign Area

7.4.103.04 Maximum Sign Height:-

7.4.103.05 Location:-

7.4.103.06 Illumination

7.4.103.01 Purpose And Applicability:

To provide a set of regulations for the placement of signs within Residential (R-1, R-2, R-3) zones. The provisions within this section shall also apply to residential uses within the Commercial Residential zone.

7.4.103.02 Permitted Signs

All permitted signs are subject to the standards of 7.4.103:

- A. ___ Wall, canopy, and window signs
- B. ___ Free-standing signs.
- C. ___ Temporary signs ***shall be allowed on a lot and shall not affect the amount or type of signage otherwise allowed by this chapter. This signage shall not be restricted by content. Signage shall be allowed for each lot as follows: Temporary signs within Residential zones shall be limited to 21 days per calendar year.***
 - 1. Individual signs not exceeding 6 square feet in area during the period from 60 days before a public election or the time the election is called, whichever is earlier, to five days after the public election.***
 - 2. All other temporary signs shall be installed for not longer than 30 days in a calendar year.***

7.4.103.03 Maximum Sign Area

- A. ___ Single Family and Duplex uses: 6 square feet.
- B. ___ Multi-family (greater than two units): For subdivisions, multiple-family developments (including planned developments), uses, or identified neighborhood areas, one single or double-faced, indirectly lit sign not to exceed 24 square feet for one face or 48 square feet in surface area for two or more faces is permitted. The applicant for the sign permit must own or represent a majority of the lots or dwelling units within the subdivision, multiple-family development, identified neighborhood area, or the applicable homeowner's association. If the sign pertains to any development request, then the location and design shall be subject to the appropriate review.
- C. ___ Temporary Signs: 12 square feet.

7.4.103.04 Maximum Sign Height:

- A. ___ 6 feet.

7.4.103.05 Location:

- A. ___ Wall, canopy, or window sign shall be set back from the property lines of the lot on which it is located, the same distance as the building containing the permitted use; provided that wall signs may project into the required setback space up to 1.5 feet.
- B. ___ Free-standing signs are permitted where fences are allowed for residential uses.

7.4.103.06 Illumination

- A. Single family and duplex uses: Not permitted.
- B. Multi-family: Signs may only be indirectly illuminated by a concealed light source and shall not be illuminated between 10:00 PM and 6:00 AM. No lighting shall blink, flash, fluctuate, or produce glare.

7.4.104 Design Standards – Commercial Zone

7.4.104.01 Purpose And Applicability

To provide a set of regulations for the placement of signs within the Commercial (C) zoning district. Signs located on properties within the CBO (Central Business Overlay) shall be subject to the provisions of Section 7.4.105.

7.4.104.02 Permitted Signs

- A. Wall signs.
- B. Free-standing signs.
- C. Temporary signs: *shall be allowed on a lot and shall not affect the amount or type of signage otherwise allowed by this chapter. This signage shall not be restricted by content. Temporary signs shall be permitted within the Commercial zoning district in accordance with the following provisions.*
 - 1. *Individual signs not exceeding 6 square feet in area during the period from 60 days before a public election or the time the election is called, whichever is earlier, to five days after the public election. Permitted Temporary signs are allowed provided they are erected not longer than twenty-one (21) days prior to an event and fifteen (15) days after an event.*
 - 2. Temporary fabric or paper signs may be placed upon the window opening of a non-residential building when such signs do not obscure more than twenty (20) percent of the window area, and no more than ten (10) percent of the total primary facade area.
 - 3. All other temporary signs shall be installed for not longer than 30 days in a calendar year.

7.4.104.03 Maximum Sign Area

- A. Non-Integrated business center.
 - 1. Wall signs: 1 square foot per lineal foot of building frontage with a maximum of 120 square feet.
 - 2. Free-standing signs: 50 square feet per sign face. Total area of $\frac{3}{4}$ square feet per lineal foot of street frontage.
 - 3. Temporary signs: 12 square feet.
- B. Integrated business center.
 - 1. Wall signs: 1 square foot per lineal foot of building frontage with a maximum of 120 square feet.
 - a. Wall signs may be placed over all shared main public entries to the business center. Shared public entries must be shared by at least two tenants. Such signs are limited to 130 square feet in size.

- b. When an individual business does not have frontage on a street or parking lot, the business is allowed a maximum aggregate wall sign area of 16 square feet.
 - 2. Free-standing signs: 50 square feet per sign face. Total area of $\frac{3}{4}$ square feet per lineal foot of street frontage.
 - a. Shared free-standing signs: Where two or more businesses choose to combine their permitted free-standing signs into one sign, the following standards shall apply:
 - (1) One freestanding, shared sign per street frontage that has a customer entrance is allowed. The sign must comply with the provisions of this section. A maximum of 150 square feet of sign area is permitted.
 - 3. Temporary signs: 12 square feet.
- C. Highway-Oriented Signs.
 - 1. Wall signs: 1 square foot per lineal foot of building frontage with a maximum of 250 square feet.
 - 2. Free-standing signs: 160 square feet per sign face. Total area of $\frac{3}{4}$ square feet per lineal foot of street frontage.
 - 3. Temporary signs: 12 square feet.

7.4.104.04 Maximum Sign Height

- A. Wall signs: None, but no sign shall project over a parapet or roof eave.
- B. Free-standing signs: 20 feet, except 30 feet for highway-oriented signs.
- ~~1. 20 feet, except 30 feet for highway-oriented signs.~~

7.4.104.05 Location

- A. Wall or projecting signs may project up to two feet from a building.
- B. Free-standing signs within an integrated business center must be located a minimum of 100 feet from one another.
- C. No limitations, except that signs shall not be located within a right of way and shall comply with requirements for vision clearance areas and special street setbacks.

7.4.104.06 Illumination

- A. No lighting shall blink, flash, fluctuate, or produce glare. The applicant must submit a photometric plan showing that there will be ~~not~~ no light trespass on neighboring properties.

7.4.105 Design Standards – Central Business Overlay Zone

7.4.105.01 Purpose And Applicability

Sign regulations are intended to protect the character while enhancing and contributing to the economic vitality of the commercial core. The City acknowledges the need to effectively communicate and attract the eye to the business for which they are intended to advertise. Signs should be compatible or integrated with the architecture and should not obscure or dominate the building or business. In the review of sign applications within the City, the following criteria and standards shall apply. All properties within the Central Business Overlay (CBO) and all commercial uses within the Commercial Residential(CR) Zone shall be subject to the provisions of this section. Unless specifically listed as a permitted use or type in this section, other sign types and uses are prohibited. The Dayton Sign Code shall not be construed to permit the erection or maintenance of any sign at any place or in any manner unlawful under any other city code provision or other applicable law. In any case, where a part of the Dayton Sign Code conflicts with a provision of any zoning, development, building, fire, safety, or health ordinance or code, the provision which establishes a stricter standard for the protection of ~~the~~ public health and safety shall prevail.

7.4.105.02 Permitted Signs

- A. Wall signs.
- B. Freestanding signs.
- C. Projecting signs.
- D. ~~A-Board~~**A-board** signs (one per tenant space) **meeting the design standards for A-board signs in the CBO.**
- E. Temporary ~~s~~signs **except A-board signs that are subject to standards specific to A-board signs, shall be allowed on a lot and shall not affect the amount or type of signage otherwise allowed by this chapter. This signage shall not be restricted by content.**
 - 1. Individual signs not exceeding 6 square feet in area during the period from 60 days before a public election or the time the election is called, whichever is earlier, to five days after the public election. Temporary signs are allowed provided they are erected not longer than sixty (60) days prior to an event and fifteen (15) days after an event.**
 - 2.** Temporary fabric or paper signs may be placed upon the window opening of a non-residential building when such signs do not obscure more than twenty (20) percent of the window area, and no more than ten(10) percent of the total primary facade area.
 - 2.3.** All other temporary signs shall be installed for not longer than 30 days in a calendar year.
- F. Awning signs.
 - 1.** Sign lettering and imagery may only be located on the awning skirt.
- G. Flags (maximum of two per property).

7.4.105.03 Maximum Sign Area

- A. Wall signs: one (1) square foot of sign area for each ~~one~~ linear foot of building façade not exceeding 100 square feet. This maximum area shall apply to all signs attached to the building such that the total area of all signs combined on the property does not exceed 100 square feet.
- B. Freestanding Signs: 24 square feet.
- C. Projecting signs: Blade, projecting, or hanging signs shall be limited to one (1) per tenant space. Projecting signs shall have a maximum area of eight (8) square feet.
- D. One (1) A-Board sign is permitted per business or property and shall measure no more than three (3) feet wide and not more than four (4) feet high. A-Board signs shall not be calculated in total sign area calculations.
- E. Temporary signs: 12 square feet.
- F. Awning: 6 square feet. Must comply with the provisions of 7.4.105.02.F.1.
- G. Flags: 15 square feet per flag.

7.4.105.04 Maximum Sign Height

- A. Wall signs: 6 feet. May not project higher than the height of the roof. B. Free-standing signs: 6 feet.

7.4.105.05 Location

- A. Wall signs shall be placed in traditional locations ~~in order~~ to fit within architectural features, such as: above transoms, on cornice fascia boards, or below cornices.
- B. The edge of a projecting sign furthest from the wall shall not extend more than 42 inches from a wall, the bottom of the sign shall be no lower than eight (8) feet above a right-of-way or private sidewalk area and the top of the sign shall not extend over the roof line of the building.
- C. A-board signs.
 - 1. A-Board signs may be placed upon private property or within an adjacent public right-of-way along the frontage of the business displaying the sign when a minimum of forty-two(42) inches of clear pedestrian walkway is available immediately adjacent to the sign.
 - 2. Removal. A-Board signs shall be movable at all times and displayed only during the hours the business is open.
- D. Freestanding.
 - 1. Freestanding signs shall only be permitted when the property has a building setback greater than 15 feet.

- E. Temporary signs must be located on the subject property and may not infringe upon the frontage of another business.
- F. Awnings: Text on awnings shall be limited to that placed upon the awning skirt only and shall be included in the calculation of the maximum allowable sign area.

7.4.105.06 Illumination

- A. Hanging signs may be externally illuminated although ambient light is usually sufficient to light these small signs. Planning staff must review and approve alternative lighting designs.
- B. Direct or in-direct illumination shall be permitted, provided all illumination is directed away from adjacent property. The applicant must submit a photometric plan showing that there will be no light trespass on neighboring properties.
 - 1. Internally lit signs, including Neon or LED signage shall be permitted subject to the following restrictions:
 - a. Signs shall be limited to one (1) sign per business, not exceeding three (3) square feet in area, and shall be limited to three (3) colors. Strobe, blinking, or flashing lights are prohibited.
- C. Awning signs may not be illuminated.

7.4.105.07 Design Standards

All signs within the CBO shall be subject to the following additional design standards.

- A. The placement of signage shall not visually obscure architecturally significant features of the building.
- B. Where signage is proposed on (or behind) window surfaces, such signage should not substantially obscure visibility through the window and should be incidental to the scale of the window. Larger window signs will be considered in the overall sign allowances for individual tenants.
- C. Generally, the placement of signage shall occur below the sill of the second-story windows. Alternative placement may be considered under the following circumstances:
 - 1. Free-standing signs must have a base of either a flower bed or shrubbery to integrate the sign into the streetscape.
 - 2. The placement of signs must not disrupt or obstruct the vision of drivers or pedestrians ~~so as~~ to create a hazardous situation. No signs shall be so located as to significantly obstruct pedestrian circulation.

7.4.106 Design Standards - Industrial

7.4.106.01 Purpose And Applicability:

To provide a set of regulations for the placement of signs within the Industrial (I) zone.

7.4.106.02 Permitted Signs

- A. Wall signs.
- B. Free-standing signs.
- C. Awning signs.
- D. Temporary ~~S~~signs: shall be allowed on a lot and shall not affect the amount or type of signage otherwise allowed by this chapter. This signage shall not be restricted by content.
 - ~~1.~~ Temporary signs are allowed provided they are erected not longer than sixty (60) days prior to an event and fifteen (15) days after an event.
 - 1. Individual signs not exceeding 6 square feet in area during the period from 60 days before a public election or the time the election is called, whichever is earlier, to five days after the public election.
 - 2. Temporary fabric or paper signs may be placed upon the window opening of a non-residential building when such signs do not obscure more than twenty (20) percent of the window area, and no more than ten(10) percent of the total primary facade area.
 - ~~2.3.~~ All other temporary signs shall be installed for not longer than 30 days in a calendar year.

7.4.106.03 Maximum Sign Area

- A. Wall signs. 1 square foot per lineal foot of building frontage with a maximum of 120 square feet.
 - 1. A tenant occupying a minimum of 40,000 square feet will be allowed a Maximum of 200 square feet.
- B. Free-standing signs: 50 square feet per sign face. Total area of $\frac{3}{4}$ square feet per lineal foot of street frontage.
- C. Temporary signs: 12 square feet.
- D. Highway-Oriented Signs.
 - 1. Wall signs: 1 square foot per lineal foot of building frontage with a maximum of 250square feet.
 - 2. Free-standing signs: 160 square feet per sign face. Total area of $\frac{3}{4}$ square feet per lineal foot of street frontage.

3. Temporary signs: 12 square feet.

7.4.106.04 Maximum Sign Height

- A. Wall signs: No maximum, but no sign shall not project onto or over a parapet or roof eave.
- B. Free-standing signs: 30 feet.

7.4.106.05 Location:

- A. Wall or projecting signs may project up to two feet from a building.
- B. Signs shall be placed on the central 50 percent of the street frontage or 50 feet from any adjacent freestanding sign. Signs on corner properties may be placed near the corner if vision clearance provisions are met.

7.4.106.06 Illumination:

- A. No lighting shall blink, flash, fluctuate, or produce glare. The applicant must submit a photometric plan showing that there will be no light trespass on neighboring properties or an adjacent public right of way.

7.4.107 Design Standards - Public

7.4.107.01 Purpose And Applicability:

To provide a set of regulations for the placement of signs within the Public zoning district.

7.4.107.02 Permitted Signs

All permitted signs are subject to the standards of 7.4.107.

- A. Wall, canopy, and window signs.
- B. Free-standing signs.
- C. Temporary signs.

1. Individual signs not exceeding 6 square feet in area during the period from 60 days before a public election or the time the election is called, whichever is earlier, to five days after the public election.

2. Other Temporary signs within the Public Zone shall be limited to 21 30 days per calendar ~~year, with a maximum of 5 signs per calendar year.~~

7.4.107.03 Maximum Sign Area

- A. 32 square feet.

7.4.107.04 Maximum Sign Height:

- A. Free-standing Signs: 20 feet.
- B. Wall Signs: 6 feet, but no sign shall project over a parapet or roof eave.

7.4.107.05 Location

- A. Wall or projecting signs may project up to two feet from a building.
- B. Signs shall be placed on the central 50 percent of the street frontage or 50 feet from any adjacent freestanding sign. Signs on corner properties may be placed near the corner if vision clearance provisions are met.

7.4.107.06 Illumination

- A. May only be indirectly illuminated by a concealed light source and shall not be illuminated between 10:00 PM and 6:00 AM. No lighting shall blink, flash, fluctuate, or produce glare. Animated signs are permitted so long as they do not change image more than 6 times per minute.

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To: Honorable Mayor and City Councilors
From: Cyndi Park, Interim City Manager
Issue: First Reading of Ordinance 661 Amending Chapter 7.4.1 of the Dayton Land Use and Development Code
Date: August 5, 2024

Background and Information

Curt Fisher, City Planner, will present the Staff Report for Ordinance 661.

City Manager Recommendation: I recommend approving the first reading of Ordinance 661.

First Reading of Title:

ORDINANCE NO. 661
CITY OF DAYTON, OREGON

AN ORDINANCE OF THE DAYTON CITY COUNCIL AMENDING TITLE 7 (DAYTON LAND USE AND DEVELOPMENT CODE) OF THE DAYTON MUNICIPAL CODE

Potential Motion to Approve the First Reading:

"I MOVE TO APPROVE THE FIRST READING OF ORDINANCE 661 AN ORDINANCE OF THE DAYTON CITY COUNCIL AMENDING TITLE 7 (DAYTON LAND USE AND DEVELOPMENT CODE) OF THE DAYTON MUNICIPAL CODE."

City Council Options:

- 1 - Approve the 1st Reading of Ordinance 661 as recommended.
- 2 - Approve the 1st Reading of Ordinance 661 with amendments.
- 3 -Take no action and ask staff to do more research and bring further options back to the City Council.

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**ORDINANCE 661
CITY OF DAYTON, OREGON**

**AN ORDINANCE AMENDING TITLE 7 (DAYTON LAND USE AND DEVELOPMENT CODE)
OF THE DAYTON MUNICIPAL CODE**

WHEREAS, the Dayton Municipal Code (DMC) is a codification of the general ordinances of Dayton, Oregon, organized by subject matter under Title, which includes Title 7, *Dayton Land Use and Development Code* (DLUDC); and

WHEREAS, the Dayton City Council initiated a legislative text amendment (LA 2024-01) to amend Section 7.4.1 of the DLUDC which regulates signs in the City of Dayton at their meeting in February 2023; and

WHEREAS, on May 9, 2024, the Planning Commission held a work session to consider the desired changes to Section 7.4.1 of Title 7, and, after these work sessions, directed city staff to schedule a public hearing on LA 2024-01 to consider the recommended changes; and

WHEREAS, on June 1, 2024, public notice of the two required public hearings for LA 2024-01 was published in the McMinnville News-Register with a description of all proposed changes; and

WHEREAS, on June 13, 2024, the Dayton Planning Commission conducted the first of two required public hearings for LA 2024-01 at which time interested parties were provided full opportunity to be present and heard, and the Planning Commission voted unanimously to recommend that City Council adopt LA 2024-01 as amended; and

WHEREAS, on December 14, 2023, the Dayton Planning Commission reviewed the proposed amendments included in the December 14 staff report for LA 2024-01 for additional changes to Title 7, and with all members present, unanimously passed a motion recommending that the City Council adopt LA 2023-01 as further amended by proposed changes to the document of December 14, 2023; and

WHEREAS, on January 2, 2024, the Dayton City Council conducted the second required public hearing for LA 2024-01 at which time interested parties were provided full opportunity to be present and heard on the proposed amendments to Title 7 as amended.

NOW, THEREFORE, THE CITY OF DAYTON DOES ORDAIN AS FOLLOWS:

Section 1. The City Council of the City of Dayton does hereby adopt the staff report dated August 5, 2024, including the findings of fact, conclusionary findings, and supporting documentation contained in the staff report.

Section 2. The City Council of the City of Dayton does hereby amend Title 7 of the Dayton Municipal Code as included under "Exhibit A" of this Ordinance.

PASSED AND ADOPTED by the City Council of the City of Dayton on this (____) day of (____)2024, by the following votes:

Mode of Enactment:

Date of first reading: _____ In full _____ or by title only _____

Date of second reading: _____ In full _____ or by title only _____

_____ No Council member present at the meeting requested that the ordinance be read in full.

_____ A copy of the ordinance was provided to each Council member; three copies were provided for public inspection in the office of the City Recorder no later than one week before the first reading of the Ordinance.

Final Vote:

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date of Signing

ATTESTED by:

Rocio Vargas, City Recorder

Date of Enactment

Attachment: Exhibit A

EXHIBIT A

7.4.101.01 Applicability

All properties within Dayton City Limits shall be subject to the provisions of this section. Unless specifically listed as a permitted use or type in this section, other sign types and uses are prohibited.

7.4.101.02 Purpose

- A. While signs communicate all types of helpful information, unregulated signs obstruct views, distract motorists, displace alternative uses for land, and pose other problems that legitimately call for regulation. The purpose of this section is to regulate the size, illumination, movement, materials, location, height, and condition of all signs placed on private property for exterior observation, thus ensuring the protection of property values; the character of the various neighborhoods; the creation of a convenient, attractive, and harmonious community; protection against destruction of or encroachment on historic properties, convenience to citizens and encouraging economic development. This section allows adequate communication through signage while encouraging aesthetic quality in the design, location, size, and purpose of all signs. If any provision of this section is found by a court of competent jurisdiction to be invalid, such finding shall not affect the validity of other provisions of this section which can be given effect without the invalid provision.
- B. A sign placed on land or a building for identification, protection, or directing persons to use conducted therein must be deemed to be an integral, but accessory and subordinate, part of the principal use of land or building. Therefore, ~~the intent of this section is this section to~~ establish es limitations on signs to ensure they are appropriate to the land, building, or use to which they are appurtenant and are adequate for their intended purpose while balancing the individual and community interests identified in subsection (A) of this section.
- C. These regulations are intended to promote signs that are compatible with the use of the property to which they are appurtenant, the landscape and architecture of surrounding buildings, are legible, are not distracting to motorists, and are constructed and maintained in a structurally sound and attractive condition.
- D. These regulations do not regulate every form and instance of visual communication that may be displayed anywhere within the jurisdictional limits of the City. Rather, they are intended to regulate those forms and instances that are most likely to meaningfully affect one or more of the purposes set forth above.
- E. These regulations do not ~~entirely~~ eliminate all of the ~~harms~~ harm that may be created by the installation and display of signs. Rather, they strike an appropriate balance that preserves ample channels of communication ~~by means of using~~ visual display while still reducing and mitigating the extent of the ~~harms~~ harm caused by signs.

7.4.101.03 Definitions

A-Board Sign: Includes signs that are ordinarily in the shape of an "A", or some variation thereof, on the ground, easily movable, and which is usually ~~two-sided~~two-sided.

Flag: A sign made of nonrigid material with no rigid internal or enclosing framework, attached to a pole along a single straight side of the sign such that the sign remains unattached along the remaining sides and can move in the wind.

Temporary Sign: A sign not permanently attached to a building, structure, or ground that is intended to be displayed for a limited period of time. Such signs may include banners, pennants, streamers, spinners, A-board signs, or other similar devices.

7.4.101.04 Prohibited Signs

Signs not conforming to Section 7.4 of the Dayton Municipal Code are unlawful and shall constitute a Class C violation according to the City of Dayton Fee Schedule.

- A. Installation or posting of any notice or signage on utility poles, street lights, stop signs, other street signs, trees in the public right-of-way, public places, or premises shall be prohibited without approval from the Utility or the City of Dayton.
- B. Access. Signs that block ingress or egress ~~so-as~~ to interfere with the flow of pedestrian or vehicle traffic, doors, windows, fire escapes, or parking areas shall be prohibited.
- C. Billboards.
- D. Any sign on vacant property unless allowed as a temporary sign.
- E. Condition. Signs which are faded, torn, damaged, or otherwise unsightly or in a state of disrepair shall be immediately repaired or removed.
- F. Reader board or portable signs.
- G. Obscene Signs- A sign that creates a public nuisance displaying an obscenity as defined under ORS Chapter 167.
- H. Flashing signs, signs that produce glare, or animated signs that change image more than six times per minute.

7.4.101.05 Exempt Signs

The following signs and devices ~~do not require a sign permit shall not be~~ but are otherwise subject to the provisions of this Chapter ~~and that shall be require approval from enforced by~~ the City.

- A. Identification Signs. Memorial and Historic Identification Signs and Donation Plates. Memorial tablets, cornerstones, donation plates, or similar plaques, such as National Register listing, not exceeding six square feet.
- B. Occupant or Owner Sign. A sign identifying the name of the occupant or owner, provided the sign is not larger than one (1) square foot, is not illuminated, and is either attached to the structure or located within the front yard setback.
- C. Window signs shall not be calculated in total sign area calculations but are limited to a maximum of twenty-four (24) square feet or twenty-five percent (25%) of the total window area, whichever is less.
- D. State Highway Requirements. Applicants are advised to contact the State Highway Division of the Oregon Department of Transportation regarding other possible sign

regulations adjacent to Ferry Street and Third Street.

- E. Vehicle Signs. Signs painted on or otherwise attached to vehicles.

F. Temporary Signs as defined in section 7.4.101.03.

7.4.101.06 Non-conforming Signs

Non-conforming signs are subject to the following provisions:

- A. Legally established nonconforming permanent signs may continue to exist in accordance with this section. Nonconforming signs that were not legally established have no legal right to continue and must be removed or reconstructed in conformance with this code.
- B. Maintenance. A **nonconforming** sign may undergo normal maintenance, which includes normal care or servicing needed to keep a sign functional, such as cleaning, replacing, or repairing a part made unusable by ordinary wear, and changing light bulbs. "Normal maintenance" excludes major structural repairs designed to extend the useful life of the non-conforming sign.
- C. Sign face. The sign face or sign copy may be changed without affecting the nonconforming status of the sign.
- D. Ownership. Should a property change ownership or a building have a new tenant, all non-conforming signs must be removed within six months of the change.
- E. Changes to nonconforming signs.
 - 1. A non-conforming sign shall not be enlarged or altered in a way that would increase its nonconformity.
 - 2. Signs and sign structures that are moved or replaced shall be brought into conformance with the sign regulations.
 - 3. Signs that are structurally altered by more than fifty (50) percent of the replacement value, shall be brought into conformance with the sign regulations.
 - 4. Signs that are structurally altered by fifty (50) percent or less than the replacement value may continue to be used as a nonconforming sign provided the alterations do not increase the nonconformity of the sign.
- F. Damaged nonconforming signs:
 - 1. When a nonconforming sign is damaged by wind, fire, neglect, or by any other cause, and such damage exceeds fifty (50) percent of its replacement value, **the** nonconforming sign shall be removed or brought into conformance with the sign regulations within six months of the date the damage occurred.
 - 2. When a nonconforming sign is damaged by wind, fire, or by any other cause and the estimated cost to repair the sign is fifty (50) percent or less of its replacement value, it may be repaired and restored to the condition it was in before it was damaged and may continue to be used as a nonconforming sign, provided that such repairs and restoration are started within six months of the date the sign was damaged and are diligently pursued thereafter.
 - a. Whenever repairs and restoration of a damaged nonconforming sign are not started within one year of the date the sign was damaged or are diligently pursued once started, the sign shall be deemed

abandoned.

- b. Abandoned signs shall not be permitted as nonconforming signs. Abandoned signs shall be taken down and removed by the owner,

agent, or person having the beneficial use of the building or structure upon which such sign may be found.

7.4.101.07 Adjustments And Variances

Sign adjustments/variances shall be reviewed ~~in accordance with~~ by a Type II action, as specified in Section 7.3.2 using the following criteria. ~~Criteria for Sign Variance/Adjustments.~~

- A. Compliance with the applicable standard would create an unnecessary hardship due to physical conditions of the property (topography, lot size or shape, or other circumstances over which the applicant has no control), which are not present on other properties in the same zone, and the adjustment is necessary to permit signage comparable with other properties in the same zone.
- B. The hardship does not result from actions of the applicant, owner(s), or previous owner(s), or ~~from~~ personal circumstances of the applicant, owner(s), or previous owner(s), such as physical condition, age or financial situation; and
- C. Approval of the adjustment will not adversely affect the function or appearance of the development and use of the subject property and surrounding properties; and will not impose limitations on other properties and signage in the area including signage that would be allowed on adjacent properties.

7.4.102.01 Review Procedures

All signs not specifically exempt from permitting requirements by Section 7.4.101.5 shall be subject to the permitting procedures of this section. No signs in conflict with any provisions of this ordinance shall be permitted.

7.4.102.02 Permit Fees

Permit fees shall be established by City Council resolution and updated as needed.

7.4.102.03 Application Requirements

Application Requirements: An application for a sign permit shall be submitted on a form provided by the City Planner or designee. The application shall include the following items, at minimum:

- A. A sketch drawn to scale indicating the proposed sign and identifying existing signs on the premises.
- B. The sign's location, graphic design, structural and mechanical design, and engineering data which ensures its structural stability.
- C. The names and addresses of the sign company, the person authorizing the erection of the sign, and the owner of the subject property.

7.4.102.04 Revocation Of Permits

Sign permits mistakenly issued in violation of these regulations or other provisions of the Dayton Land Use and Development Code are void. The City Planner or designee may revoke a sign permit if they find that there was a material and misleading false statement of fact in the application for the permit.

7.4.102.05 Design, Construction, And Maintenance

All signs shall be designed, constructed, and maintained according to the following standards:

- A. Compliance with Building Codes. All signs shall comply with the applicable provisions of the ~~building~~ **Building** Code in effect at the time of the sign permit application and all other applicable structural, electrical, and other regulations. The issuance of a sign permit under these regulations does not relieve the applicant of complying with all other permit requirements.
- B. Materials. Except for banners, flags, portable signs, temporary signs, and window signs ~~temporary~~ conforming in all respects with the requirements of these regulations, all signs shall be constructed of permanent materials and shall be permanently attached to the ground, a building, or other structure by direct attachment to a rigid wall, frame, or structure.
- C. Maintenance. All signs shall be maintained in a good structural condition and readable at all times.
- D. Owner Responsibility. The owner shall be responsible for its erection and maintenance and its compliance with the provisions of these regulations or other laws or Ordinances regulating signs.
- E. Aesthetics. All signs shall be professional in appearance, constructed in a workmanship-like manner to professional standards.

7.4.103 ~~Maximum Sign Area~~ Design Standards – Residential Zones

7.4.103.01 Purpose And Applicability: -

7.4.103.02 Permitted Signs

7.4.103.03 Maximum Sign Area

7.4.103.04 Maximum Sign Height:-

7.4.103.05 Location:-

7.4.103.06 Illumination

7.4.103.01 Purpose And Applicability:

To provide a set of regulations for the placement of signs within Residential (R-1, R-2, R-3) zones. The provisions within this section shall also apply to residential uses within the Commercial Residential zone.

7.4.103.02 Permitted Signs

All permitted signs are subject to the standards of 7.4.103:

- A. ___ Wall, canopy, and window signs
- B. ___ Free-standing signs.
- C. ___ Temporary signs ***shall be allowed on a lot and shall not affect the amount or type of signage otherwise allowed by this chapter. This signage shall not be restricted by content. Signage shall be allowed for each lot as follows: ~~Temporary signs within Residential zones shall be limited to 21 days per calendar year.~~***
 - 1. Individual signs not exceeding 6 square feet in area during the period from 60 days before a public election or the time the election is called, whichever is earlier, to five days after the public election.***
 - 2. All other temporary signs shall be installed for not longer than 30 days in a calendar year.***

7.4.103.03 Maximum Sign Area

- A. ___ Single Family and Duplex uses: 6 square feet.
- B. ___ Multi-family (greater than two units): For subdivisions, multiple-family developments (including planned developments), uses, or identified neighborhood areas, one single or double-faced, indirectly lit sign not to exceed 24 square feet for one face or 48 square feet in surface area for two or more faces is permitted. The applicant for the sign permit must own or represent a majority of the lots or dwelling units within the subdivision, multiple-family development, identified neighborhood area, or the applicable homeowner's association. If the sign pertains to any development request, then the location and design shall be subject to the appropriate review.
- C. ___ Temporary Signs: 12 square feet.

7.4.103.04 Maximum Sign Height:

- A. ___ 6 feet.

7.4.103.05 Location:

- A. ___ Wall, canopy, or window sign shall be set back from the property lines of the lot on which it is located, the same distance as the building containing the permitted use; provided that wall signs may project into the required setback space up to 1.5 feet.
- B. ___ Free-standing signs are permitted where fences are allowed for residential uses.

7.4.103.06 Illumination

- A. Single family and duplex uses: Not permitted.
- B. Multi-family: Signs may only be indirectly illuminated by a concealed light source and shall not be illuminated between 10:00 PM and 6:00 AM. No lighting shall blink, flash, fluctuate, or produce glare.

7.4.104 Design Standards – Commercial Zone

7.4.104.01 Purpose And Applicability

To provide a set of regulations for the placement of signs within the Commercial (C) zoning district. Signs located on properties within the CBO (Central Business Overlay) shall be subject to the provisions of Section 7.4.105.

7.4.104.02 Permitted Signs

- A. Wall signs.
- B. Free-standing signs.
- C. Temporary signs: *shall be allowed on a lot and shall not affect the amount or type of signage otherwise allowed by this chapter. This signage shall not be restricted by content. Temporary signs shall be permitted within the Commercial zoning district in accordance with the following provisions.*
 - 1. *Individual signs not exceeding 6 square feet in area during the period from 60 days before a public election or the time the election is called, whichever is earlier, to five days after the public election. Permitted Temporary signs are allowed provided they are erected not longer than twenty-one (21) days prior to an event and fifteen (15) days after an event.*
 - 2. Temporary fabric or paper signs may be placed upon the window opening of a non-residential building when such signs do not obscure more than twenty (20) percent of the window area, and no more than ten (10) percent of the total primary facade area.
 - 3. All other temporary signs shall be installed for not longer than 30 days in a calendar year.

7.4.104.03 Maximum Sign Area

- A. Non-Integrated business center.
 - 1. Wall signs: 1 square foot per lineal foot of building frontage with a maximum of 120 square feet.
 - 2. Free-standing signs: 50 square feet per sign face. Total area of $\frac{3}{4}$ square feet per lineal foot of street frontage.
 - 3. Temporary signs: 12 square feet.
- B. Integrated business center.
 - 1. Wall signs: 1 square foot per lineal foot of building frontage with a maximum of 120 square feet.
 - a. Wall signs may be placed over all shared main public entries to the business center. Shared public entries must be shared by at least two tenants. Such signs are limited to 130 square feet in size.

- b. When an individual business does not have frontage on a street or parking lot, the business is allowed a maximum aggregate wall sign area of 16 square feet.
 - 2. Free-standing signs: 50 square feet per sign face. Total area of $\frac{3}{4}$ square feet per lineal foot of street frontage.
 - a. Shared free-standing signs: Where two or more businesses choose to combine their permitted free-standing signs into one sign, the following standards shall apply:
 - (1) One freestanding, shared sign per street frontage that has a customer entrance is allowed. The sign must comply with the provisions of this section. A maximum of 150 square feet of sign area is permitted.
 - 3. Temporary signs: 12 square feet.
- C. Highway-Oriented Signs.
 - 1. Wall signs: 1 square foot per lineal foot of building frontage with a maximum of 250 square feet.
 - 2. Free-standing signs: 160 square feet per sign face. Total area of $\frac{3}{4}$ square feet per lineal foot of street frontage.
 - 3. Temporary signs: 12 square feet.

7.4.104.04 Maximum Sign Height

- A. Wall signs: None, but no sign shall project over a parapet or roof eave.
- B. Free-standing signs: 20 feet, except 30 feet for highway-oriented signs.
- ~~1. 20 feet, except 30 feet for highway-oriented signs.~~

7.4.104.05 Location

- A. Wall or projecting signs may project up to two feet from a building.
- B. Free-standing signs within an integrated business center must be located a minimum of 100 feet from one another.
- C. No limitations, except that signs shall not be located within a right of way and shall comply with requirements for vision clearance areas and special street setbacks.

7.4.104.06 Illumination

- A. No lighting shall blink, flash, fluctuate, or produce glare. The applicant must submit a photometric plan showing that there will be ~~not~~ no light trespass on neighboring properties.

7.4.105 Design Standards – Central Business Overlay Zone

7.4.105.01 Purpose And Applicability

Sign regulations are intended to protect the character while enhancing and contributing to the economic vitality of the commercial core. The City acknowledges the need to effectively communicate and attract the eye to the business for which they are intended to advertise. Signs should be compatible or integrated with the architecture and should not obscure or dominate the building or business. In the review of sign applications within the City, the following criteria and standards shall apply. All properties within the Central Business Overlay (CBO) and all commercial uses within the Commercial Residential(CR) Zone shall be subject to the provisions of this section. Unless specifically listed as a permitted use or type in this section, other sign types and uses are prohibited. The Dayton Sign Code shall not be construed to permit the erection or maintenance of any sign at any place or in any manner unlawful under any other city code provision or other applicable law. In any case, where a part of the Dayton Sign Code conflicts with a provision of any zoning, development, building, fire, safety, or health ordinance or code, the provision which establishes a stricter standard for the protection of ~~the~~ public health and safety shall prevail.

7.4.105.02 Permitted Signs

- A. Wall signs.
- B. Freestanding signs.
- C. Projecting signs.
- D. ~~A-Board~~**A-board** signs (one per tenant space) **meeting the design standards for A-board signs in the CBO.**
- E. Temporary ~~s~~Signs **except A-board signs that are subject to standards specific to A-board signs, shall be allowed on a lot and shall not affect the amount or type of signage otherwise allowed by this chapter. This signage shall not be restricted by content.**
 - 1. Individual signs not exceeding 6 square feet in area during the period from 60 days before a public election or the time the election is called, whichever is earlier, to five days after the public election. Temporary signs are allowed provided they are erected not longer than sixty (60) days prior to an event and fifteen (15) days after an event.**
 - 2.** Temporary fabric or paper signs may be placed upon the window opening of a non-residential building when such signs do not obscure more than twenty (20) percent of the window area, and no more than ten(10) percent of the total primary facade area.
 - 2.3.** All other temporary signs shall be installed for not longer than 30 days in a calendar year.
- F. Awning signs.
 - 1.** Sign lettering and imagery may only be located on the awning skirt.
- G. Flags (maximum of two per property).

7.4.105.03 Maximum Sign Area

- A. Wall signs: one (1) square foot of sign area for each ~~one~~ linear foot of building façade not exceeding 100 square feet. This maximum area shall apply to all signs attached to the building such that the total area of all signs combined on the property does not exceed 100 square feet.
- B. Freestanding Signs: 24 square feet.
- C. Projecting signs: Blade, projecting, or hanging signs shall be limited to one (1) per tenant space. Projecting signs shall have a maximum area of eight (8) square feet.
- D. One (1) A-Board sign is permitted per business or property and shall measure no more than three (3) feet wide and not more than four (4) feet high. A-Board signs shall not be calculated in total sign area calculations.
- E. Temporary signs: 12 square feet.
- F. Awning: 6 square feet. Must comply with the provisions of 7.4.105.02.F.1.
- G. Flags: 15 square feet per flag.

7.4.105.04 Maximum Sign Height

- A. Wall signs: 6 feet. May not project higher than the height of the roof. B.
Free-standing signs: 6 feet.

7.4.105.05 Location

- A. Wall signs shall be placed in traditional locations ~~in order~~ to fit within architectural features, such as: above transoms, on cornice fascia boards, or below cornices.
- B. The edge of a projecting sign furthest from the wall shall not extend more than 42 inches from a wall, the bottom of the sign shall be no lower than eight (8) feet above a right-of-way or private sidewalk area and the top of the sign shall not extend over the roof line of the building.
- C. A-board signs.
 - 1. A-Board signs may be placed upon private property or within an adjacent public right-of-way along the frontage of the business displaying the sign when a minimum of forty-two(42) inches of clear pedestrian walkway is available immediately adjacent to the sign.
 - 2. Removal. A-Board signs shall be movable at all times and displayed only during the hours the business is open.
- D. Freestanding.
 - 1. Freestanding signs shall only be permitted when the property has a building setback greater than 15 feet.

- E. Temporary signs must be located on the subject property and may not infringe upon the frontage of another business.
- F. Awnings: Text on awnings shall be limited to that placed upon the awning skirt only and shall be included in the calculation of the maximum allowable sign area.

7.4.105.06 Illumination

- A. Hanging signs may be externally illuminated although ambient light is usually sufficient to light these small signs. Planning staff must review and approve alternative lighting designs.
- B. Direct or in-direct illumination shall be permitted, provided all illumination is directed away from adjacent property. The applicant must submit a photometric plan showing that there will be no light trespass on neighboring properties.
 - 1. Internally lit signs, including Neon or LED signage shall be permitted subject to the following restrictions:
 - a. Signs shall be limited to one (1) sign per business, not exceeding three (3) square feet in area, and shall be limited to three (3) colors. Strobe, blinking, or flashing lights are prohibited.
- C. Awning signs may not be illuminated.

7.4.105.07 Design Standards

All signs within the CBO shall be subject to the following additional design standards.

- A. The placement of signage shall not visually obscure architecturally significant features of the building.
- B. Where signage is proposed on (or behind) window surfaces, such signage should not substantially obscure visibility through the window and should be incidental to the scale of the window. Larger window signs will be considered in the overall sign allowances for individual tenants.
- C. Generally, the placement of signage shall occur below the sill of the second-story windows. Alternative placement may be considered under the following circumstances:
 - 1. Free-standing signs must have a base of either a flower bed or shrubbery to integrate the sign into the streetscape.
 - 2. The placement of signs must not disrupt or obstruct the vision of drivers or pedestrians ~~so as~~ to create a hazardous situation. No signs shall be so located as to significantly obstruct pedestrian circulation.

7.4.106 Design Standards - Industrial

7.4.106.01 Purpose And Applicability:

To provide a set of regulations for the placement of signs within the Industrial (I) zone.

7.4.106.02 Permitted Signs

- A. Wall signs.
- B. Free-standing signs.
- C. Awning signs.
- D. Temporary ~~S~~signs: shall be allowed on a lot and shall not affect the amount or type of signage otherwise allowed by this chapter. This signage shall not be restricted by content.
 - ~~1.~~ Temporary signs are allowed provided they are erected not longer than sixty (60) days prior to an event and fifteen (15) days after an event.
 - 1. Individual signs not exceeding 6 square feet in area during the period from 60 days before a public election or the time the election is called, whichever is earlier, to five days after the public election.
 - 2. Temporary fabric or paper signs may be placed upon the window opening of a non-residential building when such signs do not obscure more than twenty (20) percent of the window area, and no more than ten(10) percent of the total primary facade area.
 - ~~2.3.~~ All other temporary signs shall be installed for not longer than 30 days in a calendar year.

7.4.106.03 Maximum Sign Area

- A. Wall signs. 1 square foot per lineal foot of building frontage with a maximum of 120 square feet.
 - 1. A tenant occupying a minimum of 40,000 square feet will be allowed a Maximum of 200 square feet.
- B. Free-standing signs: 50 square feet per sign face. Total area of $\frac{3}{4}$ square feet per lineal foot of street frontage.
- C. Temporary signs: 12 square feet.
- D. Highway-Oriented Signs.
 - 1. Wall signs: 1 square foot per lineal foot of building frontage with a maximum of 250square feet.
 - 2. Free-standing signs: 160 square feet per sign face. Total area of $\frac{3}{4}$ square feet per lineal foot of street frontage.

3. Temporary signs: 12 square feet.

7.4.106.04 Maximum Sign Height

- A. Wall signs: No maximum, but no sign shall not project onto or over a parapet or roof eave.
- B. Free-standing signs: 30 feet.

7.4.106.05 Location:

- A. Wall or projecting signs may project up to two feet from a building.
- B. Signs shall be placed on the central 50 percent of the street frontage or 50 feet from any adjacent freestanding sign. Signs on corner properties may be placed near the corner if vision clearance provisions are met.

7.4.106.06 Illumination:

- A. No lighting shall blink, flash, fluctuate, or produce glare. The applicant must submit a photometric plan showing that there will be no light trespass on neighboring properties or an adjacent public right of way.

7.4.107 Design Standards - Public

7.4.107.01 Purpose And Applicability:

To provide a set of regulations for the placement of signs within the Public zoning district.

7.4.107.02 Permitted Signs

All permitted signs are subject to the standards of 7.4.107.

- A. Wall, canopy, and window signs.
- B. Free-standing signs.
- C. Temporary signs.

1. *Individual signs not exceeding 6 square feet in area during the period from 60 days before a public election or the time the election is called, whichever is earlier, to five days after the public election.*

2. *Other Temporary signs within the Public Zone shall be limited to ~~21~~ 30 days per calendar ~~year, with a maximum of 5 signs per calendar year.~~*

7.4.107.03 Maximum Sign Area

- A. 32 square feet.

7.4.107.04 Maximum Sign Height:

- A. Free-standing Signs: 20 feet.
- B. Wall Signs: 6 feet, but no sign shall project over a parapet or roof eave.

7.4.107.05 Location

- A. Wall or projecting signs may project up to two feet from a building.
- B. Signs shall be placed on the central 50 percent of the street frontage or 50 feet from any adjacent freestanding sign. Signs on corner properties may be placed near the corner if vision clearance provisions are met.

7.4.107.06 Illumination

- A. May only be indirectly illuminated by a concealed light source and shall not be illuminated between 10:00 PM and 6:00 AM. No lighting shall blink, flash, fluctuate, or produce glare. Animated signs are permitted so long as they do not change image more than 6 times per minute.

To: Honorable Mayor and City Councilors
Through: Cyndi Park, Interim City Manager
From: Dave Rucklos, TED Director
Issue: Adoption of the City Manager Profile and Recruitment Schedule
Date: August 5, 2024

History/Background:

On May 6, 2024, the City Council approved a contract with Jensen Strategies for the recruitment of a new City Manager.

On July 22, 2024, the City Council in a Work Session reviewed the draft version of the City Manager profile and recruitment schedule proposed by Amelia Wallace, from Jensen Strategies.

Objective:

Adopt the final draft of the City Manager profile and recruitment schedule to move forward with advertisement and recruitment.

Interim City Manager Recommendation: n/a

Potential Motions to Approve: "I move to approve and adopt the final draft of the City Manager profile and recruitment schedule."

Council Options:

- 1 - Approve as recommended.
- 2 - Approve with amendments.
- 3 - Take no action and direct staff to do further research or provide additional options.

DAYTON CITY MANAGER RECRUITMENT 2024

Adoption of Official Position Documents

Official adoption of certain documents is required under Oregon law for a City Council to hold an executive session for the purpose of considering the employment of a new City Manager (per ORS 192.660(2)(a) and ORS 192.660(7)(d)). These documents include:

- Position Profile (containing Hiring Standards, Criteria, and Policy Directives)
- Hiring Procedures

The City of Dayton recruitment consultant, Jensen Strategies, LLC, gathered input through one-on-one interviews, online staff and community surveys, and a public input session, which was used to prepare a draft position profile and hiring procedures for the City's 2024 City Manager Recruitment. These documents are attached hereto as Appendices A and B, respectively. The documents will be reviewed, considered, and if deemed appropriate, approved at a meeting of the Dayton City Council that affords an opportunity for public comment.

APPENDIX A

DAYTON CITY MANAGER RECRUITMENT

CITY MANAGER PROFILE

Required Minimum Education / Experience

The City Manager position requires a bachelor’s degree in public administration, planning, political science, or related field, and at least three years of upper-level local government management experience. An equivalent combination of education and experience may be considered.

Preferred Education / Experience

The City prefers a candidate with an advanced degree in public administration or related field, and at least five years of increasingly responsible experience. Experience and/or training in public finance (grant management, redevelopment initiatives such as Oregon urban renewal) and public infrastructure management is highly desired.

Desired Skills / Attributes

Leadership & Management

The City Manager should be an experienced, dynamic, ethical, and resilient leader and manager with vision and creativity who can cultivate a collaborative work environment to implement Council priorities and support effective delivery of high-quality City services. The ability to oversee and effectively support a small, dedicated staff with multi-disciplinary skills and responsibilities by providing clear direction, balancing priority initiatives, as well as fostering a shared organizational vision is necessary. The City Manager should possess the skills to operate as a working manager and demonstrated management expertise to motivate and inspire staff, promote professionalism and effective communication, teamwork, accountability, and integrity with limited staff capacity. The City Manager should have strong human resource planning and management skills to retain an effective City workforce by maintaining an attractive and efficient workplace environment, offering opportunities for professional growth, promoting work life balance, and engaging in long term workforce capacity planning within available City resources. Skills and effective approaches to promote retention of key staff and institutional knowledge, including promoting practices to document work processes and operations is attractive. Skills and experience to effectively integrate and coordinate day-to-day out-sourced services delivery are important, including evaluation and negotiation of service contract agreements as needed.

The City Manager is expected to serve as an active City representative in regional initiatives and to uphold a commitment to pursue continuous learning and professional development opportunities as practicable. A personal demeanor which is personable, outgoing, expressive of gratitude, openminded, even tempered, inclusive, honest, respectful, and empathetic is desired.

Council Relations

The City Manager is expected to proactively facilitate a professional, approachable, responsive, and inclusive relationship with the City Council to support their work as the City's policy making body. This is expected to include assisting the Council by providing regular communication, impartial background information, and appropriate professional recommendations to support the Council's strategic decision making. The Manager is also expected to support calm, diplomatic, and efficient public meeting processes, including timely and effective community communications, as well as facilitating the development of long-term goals and strategies. An ability to effectuate Council policy decisions by directing City staff and ensuring adequate resources are available for implementation is important. Maintaining a continual awareness of the City's ordinances, legal obligations, operations to ensure regulatory compliance and informed decision-making is expected. A commitment to be accessible, reliable, and to regularly facilitate team building as well as new member onboarding and ongoing training opportunities to help all members of Council work effectively in their roles is highly desired.

Economic Development & Urban Renewal

Demonstrated experience and skills related to major economic development activity, smart growth, supporting multi-modal transportation networks, and creating a shared vision for the future. Skills to maintain effective relationships with business and development stakeholders to facilitate long-term strategies that promote desirable and locally based business amenities, enhancement of walkability and recreation amenities, and plan for growth while honoring the community's active, rural, and historic character are important. The City Manager will be expected to possess skills to evaluate and successfully negotiate agreements with developers that meet City infrastructure, identity needs, and facilitate healthy, strategic growth. The City Manager should have experience or familiarity with managing complex development and redevelopment initiatives, able to effectively navigate land use regulations and sophisticated financing mechanisms such as Oregon urban renewal laws. Skills and commitment to effectively support and integrate the Dayton Forward plan into City operations while seeking additional input and perspective as needed, to build consensus around future development goals and community priorities. An ability to effectively balance community needs and business interests across Dayton's diverse economic profile will be important. The City Manager is expected to serve as a strong, effective, and strategic City representative and advocate to attract and facilitate attractive new business development while planning for City infrastructure impacts and needs with sensitivity to taxpayer burdens.

Public Finance & Grant Management

The City Manager should possess strong public finance proficiency to continue the City's excellent fiscal management and strategic, innovative utilization of external financing to supplement limited resources and provide high quality infrastructure and services. Experience and ability to take a comprehensive financial planning approach that plans for the City's long-term service needs, identifies and utilizes a broad spectrum of appropriate revenue approaches, and integrates City Council goals and the community vision into fiscal decisions is imperative. Skills to facilitate and promote sustainable long-term fiscal planning, resources, and decision-making practices is important. A commitment to manage taxpayer dollars in a fiscally prudent and transparent manner while balancing the varied interests of residents and businesses is important. Effective communication and community engagement related to fiscal decisions such as utility rates, potential taxes, bond measures, and levies is essential. Prior knowledge or the ability to quickly learn Oregon budget law and requirements as well as rules related to urban renewal agencies is expected. Demonstrated familiarity and proficiency to work effectively with hired lobbyist representation and manage a high volume of major state and federal grants in progress (e.g., related to streets, sidewalks, beautification, and other initiatives) and anticipate future needs will be essential.

Public Works

The City Manager should have familiarity with and apply a collaborative approach in planning, construction, and financing work related to water, sewer, and stormwater infrastructure projects. The City Manager will be expected to provide leadership support to continue current initiatives and financing work for the City's infrastructure improvement and maintenance while planning for residential and commercial/industrial growth. Experience with streets planning, street maintenance, negotiating improvements on County or State-owned roads within the City, and continuing efforts to support multi-modal access and activity is beneficial. Skills and initiative to effectively prepare data to express needs or develop shovel-ready projects to favorably position the City for potential grants and other funding support is highly attractive.

Communication

The City Manager is expected to be a responsive, approachable, and concise communicator to facilitate effective internal and external organizational coordination and understanding. An ability to support and/or engage with diverse City audiences including City Council, staff, other local government officials, community members, nonprofits, businesses, and other stakeholders is essential. The City Manager should demonstrate professionalism, accessibility, inclusivity, political neutrality, transparency, and humility when communicating with all individuals or groups. In addition, skills to build consensus and facilitate two-way dialogues on complex civic issues with impartiality, open-mindedness, and respect is expected. Verbal and written communication should be offered with clarity, substance, and conciseness. Experience facilitating consistent multi-lingual and accessible communication practices is desired.

Intergovernmental Relations

The City Manager must be able to work effectively with other local or regional jurisdictions to represent Dayton in important regional initiatives and to uphold service agreements the City relies on to provide key public services. The City Manager should be prepared to help advance City interests and regional well-being through management and enhancement of strong relationships and clear, and strategic effective partnerships. Skills to effectively collaborate with as well as identify and pursue mutually beneficial opportunities for Dayton and Willamette Valley communities by upholding strong working relationships with the County, State, Federal, and other local governments is essential.

Community Engagement

The City Manager is expected to serve as a visible and effective liaison to the community to proactively inform and engage community members in City activities and decisions that may impact them. The next City Manager should have skills and experience to maintain, strengthen, and expand the City's communication and community engagement approaches to facilitate and encourage involvement in City decision-making. An ability to support outreach approaches that are sustainable with available staff capacity, promote transparency, balance different views and interests, engage diverse communities, and help build consensus is important. Experience offering inclusive opportunities for the Dayton community engage in civic dialogue and/or education events (e.g., civic academies) is attractive. Ongoing communication and community engagement to continue to collect input on the implementation and refinement the Dayton Forward plan as needed to meet community goals and needs.

Diversity, Equity, Inclusion, & Accessibility

The Dayton City Council recognizes the importance of fostering diversity, equity, inclusion, and accessibility in the City's processes, services, systems, and staffing. As such, the City Manager is expected to embrace these principles and be committed to continuing City investments in training and ongoing learning for all members of the City organization. Experience promoting the accessibility and community responsiveness of City information and services such as by addressing physical accessibility infrastructure, language translation, hiring bilingual staff, considering English as a second language classes, and diversity training opportunities for the community is desirable.

Public Safety Planning & Communication

The City Manager should have appropriate management experience to effectively evaluate and plan for appropriate levels of public safety service to meet Dayton's needs. An ability to effectively negotiate and work in coordination with the Yamhill County Sheriff with whom public safety services are currently contracted is expected. An ability to effectively identify City needs and provide information to community members and other audiences regarding public safety decisions and potential service agreements is essential. Experience with public safety bond or

levy measures or pursuing other financing tools or staffing approaches to provide high quality services for active, rural communities is attractive.

Understanding of City Government Roles

The City Manager should have a thorough understanding of the Council-Manager form of government and the proper roles of bodies and individuals within such governments. The City Manager will be expected to help ensure the City Council, staff, and advisory bodies are all operating effectively with each other and within their legally defined responsibilities.

Appreciation for Dayton

The City Manager is a high-profile public local leader who is expected to serve as an effective representative of the City and an active liaison to the community. It is important the City Manager is willing to become a visible member of the community alongside City Council. An appreciation and understanding of Dayton's unique community character, which takes pride in creating a welcoming and family friendly atmosphere is essential.

Policy Directives

The City Manager will be expected to support, facilitate, and/or implement the following policy priorities for the City:

Public Infrastructure – Water & Sewer

Important public infrastructure projects are on track for completion prior to the onboarding of the next City Manager and a number of emergent, necessary infrastructure improvement needs are anticipated to accommodate expected existing commercial, residential, and tourism growth. Major projects underway include a new utility and public footbridge as well as a Highway 221 sewer lift station. Substantial future needs are anticipated for water and sewer improvements. This includes utilizing the City owned the Fisher Farms property, which includes water well resources that could approximately double the City's water supply. This effort will require proactive engagement of City stakeholders as well as long term planning and financing work to evaluate infrastructure needs to connect these resources to City infrastructure and treatment facilities. Additional coordination and evaluation will be required to manage and consider updates to the existing water rights agreement with the City of Lafayette.

Additionally, substantial upgrades and expansion of the sewer system are also expected to be necessary to meet future commercial and residential needs and to reduce the impact antiquated infrastructure has on a small staff team due to regular, preventable failures. For the City's sewer upgrades, system originally constructed in the 1930s, a Federal grant has been submitted and is currently under consideration to fund the replacement, up to 10 M, for all City sewer lines older than 30 years. As such, organized, strategic, and timely planning to execute these projects and effectively leverage available resources to accomplish these and other major public infrastructure projects will be essential.

Further evaluation and support also will be needed to finalize and assess any potential changes resulting from a utility rate study underway. Financing this and future work with sensitivity to the maintaining the town's affordability and ratepayer impacts is important. The next City Manager will be expected to support implementation and provide timely communication to City Council on these projects in coordination with City staff.

Economic Development & Urban Renewal

The City of Dayton is in the midst of substantial investment and redevelopment around its historic, beloved downtown park square and business area. A recent survey of the community was conducted that indicated a desire in the community for revitalization and investment in public and business amenities. Now, after a period of inactivity and/or disrepair of some of these properties, the City is poised for promising growth with major renovations underway and future development planned, including a hotel and new mixed-use spaces. As such, recently updated business overlay building and design codes have been implemented to make sure the new development activity reflects Dayton's authentic character, facilitates a healthy local economy, and promotes safe, healthy growth. Additionally, to support and leverage the benefits of downtown revitalization underway, the City has undertaken the initiative to establish an Urban

Renewal District. Skills to support effective relationships governing bodies in area (County Commission, Fire District, and School District) to facilitate the passage and effective implementation of this initiative will be essential. Further, facilitating collaborative, supportive working relationships with the local business community and the Dayton Community Development Association (DCDA) as applicable will be important as well. An ability to effectively negotiate and leverage development agreements and other investment opportunities to uphold City infrastructure and livability goals with appropriate system development charges and/or requests for beneficial community amenities is highly attractive. An ability to effectively plan and scale City staff capacity as needed to meet these development needs will be necessary.

Urban Growth Boundary Swap

An exciting and unique development planning opportunity will also be underway soon to evaluate options to incorporate new land from the City's recently completed Urban Growth Boundary (UGB) swap, one of only a few completed in State history. This exchange allowed the City to reallocate their developable land portfolio from property north across the river from existing City infrastructure to a flat, adjacent area west of town more suitable for residential development and connection to City infrastructure. Supporting the appropriate negotiation of responsibility for up to 15 M of anticipated necessary infrastructure development (including sewer upgrades, lift stations, street upgrades, sidewalks, and other amenities) to allow fiscally responsible development will be important. A proactive and thoughtful approach to engaging residents in the areas newly incorporated into the UGB in order to understand their needs and goals is desired.

Public Safety

The City currently contracts for public safety service with Yamhill County for one Deputy and the City funds a part time code enforcement officer. The City has been experiencing rising costs to maintain the current level of service as well as requests from the community for increased presence and traffic enforcement (e.g., speeding, parking). In previous years, the City put forth a public safety levy to cover rising cost and potentially expand existing service levels however the measure was not approved by voters. Despite this, the community continues to express a desire for a greater level of law enforcement service. The next City Manager will be expected to support continued conversations to identify specific community goals regarding law enforcement coverage and strategic financial planning, including consideration of a future levy or bond measure, and contract negotiation to meet community needs within available resources. The City Manager will play a key role preparing necessary information to support the fiscal, service, and management considerations related to evaluating potential options. An ability to effectively evaluate a wide range of opportunities as well as engage the community and collaborate with other agencies to provide continued effective service delivery will be essential.

APPENDIX B

DAYTON CITY MANAGER RECRUITMENT

HIRING PROCEDURES

Phase 1: Position Advertisement

- 1.1 Recruitment Brochure Development:** The consultant will develop a professional, comprehensive recruitment brochure designed to attract the highest quality applicants. Organization-specific information will be incorporated into the brochure, including an overview of department functions/services, staff size, budgetary information, and current challenges and policy priorities. Community information will be added, including a description of the community with quality-of-life details. The brochure will conclude with position compensation information, including salary and benefits package, as well as information on how to apply for the position and the recruitment timeline.

- 1.2 Position Advertisement:** The consultant will execute a comprehensive position advertisement process designed to attract a diverse pool of qualified and well-suited candidates. The approach will be multi-faceted and will include advertising the position on high-profile managerial and specialization-specific websites, within professional publications and periodicals, and in other forums as appropriate. The consultant will also leverage an extensive professional network to directly contact qualified managers and inform them of the opening.

Phase 2: Screening of Candidates

- 2.1 Initial Application Screening:** Candidates will provide a resume, a cover letter, and a Jensen Strategies recruitment questionnaire. The consultant will review the application (resume, cover letter, and supplemental question submission) against the City Manager Profile, remove all non-responsive applications, and determine which candidates best fit the City's needs.

- 2.2 Preliminary Interviews:** The consultant will conduct preliminary interviews via Zoom with the candidates who best fit the candidate profile, as well as with any veterans who meet the position's minimum qualifications (as required by Oregon law).

2.3 Recommendation of Finalists: The consultant, in a City Council executive session, will present the results of the initial review process and provide recommendations for up to four finalists. For transparency purposes, the consultant will provide information on other candidates interviewed but not recommended as finalists. The consultant will facilitate a discussion to assist the Council in reaching consensus on the finalists they want to be interviewed. Subsequently, the consultant will provide a press release for the City to distribute announcing the finalists after we receive permission from those candidates for public disclosure of their candidacy.

2.4 Background Checks on Finalists: The consultant will engage a background check firm to perform comprehensive background checks on all finalists. Background checks will include:

- County criminal searches
- State criminal searches
- Federal criminal searches
- National criminal database searches
- Sex offender searches
- Motor vehicle searches
- Education/degree verification
- Employment verification
- Credit checks
- Civil litigation

2.5 Reference Checks on Finalists: Upon selection as a finalist, candidates are asked to provide a minimum of four professional references. The consultant will take the necessary time to thoroughly discuss the candidates with references they provide, as well as other knowledgeable contacts, asking incisive questions to gain a comprehensive understanding of their abilities as managers and potential fit for the city.

2.6 Finalist Receptions: Prior to the final interviews, two receptions will be held to provide opportunities to interact with the finalists, ask them questions, and form general impressions of the candidates. The first reception will be open to the City staff, and the second reception will be open to members of the public. At both receptions, attendees will have an opportunity to provide online feedback concerning their impressions of the finalists to help inform the final selection process.

- 2.7 City Tour:** A City tour of the City’s facilities will be offered to the finalists. The City will be responsible for providing the guide as well as the transportation for the tour.
- 2.8 Finalist Interviews:** Finalists will be interviewed in-person by three panels consisting of (1) the City Council, (2) local government managers from other jurisdictions, and (3) a panel of community members. Interviewers will receive an informational packet containing interview questions and comprehensive information on each finalist. After panel interviews have been completed, the Council, in an executive session, will be presented with feedback from the other three panels, the staff and community receptions, and the results of background and reference checks. The consultant will facilitate the Council in reaching consensus on its preferred candidate.
- 2.9 Formal Council Designation of Preferred Candidate:** In accordance with Oregon public meetings law, the City Council will formally designate its preferred candidate at a regular business meeting open to the public.

DAYTON CITY MANAGER RECRUITMENT SCHEDULE

Week of	Actions
Week of August 5 th	Council official adoption – Monday, August 5 th Recruitment brochure finalization
Week of August 5 th to September 9 th	Position advertisement- Position open (8/7 – 9/17/2024)
Week of September 16 th	Initial application screening
Week of September 23 rd	Preliminary Zoom interviews
Week of September 30 th	Recommendation and selection of finalists Executive Session - Monday, September 30 th
Week of October 7 th	Background/reference checks on finalists
Week of October 14 th	Tuesday, October 15 th - Staff and Community Receptions Wednesday, October 16 th - Panel Interviews Thursday, October 17 th - Executive Session: Council Interviews Friday, October 18 th - Executive Session: Deliberation Regular Session: Announcement of Selection

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To: Honorable Mayor and City Councilors
From: Cyndi Park, Interim City Manager
Issue: Approval of Resolution 24/25-01 Dayton Fee Schedule Update to Water Meter & Installation Fee
Date: August 5, 2024

Background and Information

The cost for the City to purchase each 5/8 inch and 3/4-inch water meter is now \$313.85. The current amount for a meter and installation in the Fee Schedule is \$230.00. This fee is to include the purchase of the meter and associated items necessary for installation (tail piece, two gaskets, brass ball valve) and Public Works staff time for installation. This fee has not been updated since 2018.

City Manager Recommendation: I recommend approval.

Potential Motion to Approve: "I move to approve Resolution 24/25-01, a Resolution amending the City of Dayton Fee Schedule to update the fee for 5/8 inch and 3/4-inch water meters and installation to \$325.00 to cover the cost to the City to provide this service."

City Council Options:

- 1 - Approve as recommended.
- 2 - Approve with amendments.
- 3 - Take no action and direct staff to do further research or provide additional options.



Vancouver Branch
11316 NE Hwy 99
VANCOUVER, WA 98686
(360) 574-9377

ESTIMATION

Date: 07/16/24

Project: DAYTON METERS

Location: DAYTON, OR

Engineer:

Owner/Agency:

Estimate #: E560273

Bid Date: 07/23/24 @ 12:00pm

Estimator: Ed Pettett

edp@hdfowler.com

TO CONTRACTORS:

Attached is the H. D. Fowler Company estimate of materials that may be required for the above-listed project. This estimate may have been made without reviewing any project plans and/or specifications and is intended for general budgeting and planning purposes only. It is possible that unforeseen project requirements have been left out of this general estimate.

To accurately bid any project, it is necessary for the contractor to perform their own materials and quantities take-off. We strongly suggest that the contractor request a quotation of the project material from H. D. Fowler Company before bidding or ordering material for a project.

This estimation does not make any representations, expressed or implied, that may constitute a binding agreement between any parties.



Customer: CITY OF DAYTON, OREGON
Estimator: Ed Pettett
Job Name: DAYTON METERS
Location: DAYTON, OR

Estimate: E560273
Bid Date: 7/23/2024

Line	Qty	UoM	Description	Unit Price	Extended Price
1	1	EA	5/8" X 3/4" 2200 1000CF WATER METER, ACOUSTIC LEAK DETECTION, AMI, AMR, 7-1/2" LENGTH, COMPOSITE, DISPLAYING IN 1000 CF KAMSTRUP	313.85	313.85
Approximate Total					313.85

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**RESOLUTION No. 2024/25-01
City of Dayton, Oregon**

A RESOLUTION Amending the City of Dayton Fee Schedule

WHEREAS, the City performs and offers certain services, the costs of which are mostly reasonably borne by the resident, as opposed to paying for said services with general City Funds; and

WHEREAS, the Dayton City Council adopted the City of Dayton Fee Schedule per Resolution No.16/17-03; and

WHEREAS, the fees for 5/8 inch and 3/4inch Water Meters and Installation have not been updated since 2018;

THE CITY OF DAYTON RESOLVES AS FOLLOWS:

- 1. THAT** the City of Dayton Fee Schedule is hereby amended and adopted according to Exhibit A (attached hereto and made a part herein); and
- 2. THAT** that this resolution shall become effective immediately upon adoption.

ADOPTED on the 5th day of August 2024.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTEST:

Rocio Vargas, City Recorder

Date of Enactment

Attachment - Exhibit A

WATER & SEWER FEES

WATER & SEWER SERVICE BILLING FEES		
Description	Fee	Comments/Per Month Rates
Water/Sewer Deposit	\$150.00	Per EDU
Late Fee	\$10.00	Assessed on the 1 st day of the month following the month in which the bill is due
Service Reconnect Fee	\$30.00	Business Hours: 9:00 am to 5:00 pm - Monday thru Friday
Service Reconnect Fee	\$75.00	Non-Business Hours
Return Check Fee	\$36.00	
Meter Tampering Fee	\$50.00	When services are terminated for any reason and water is turned on without the City's authorization; needs supervisor approval
Impeding Meter Reading Fee (Including but not limited to interfering with reading the meters, such as parking on them, animals, covering with bark dust, sod or dirt, etc, filling meters with glass or other debris)	0.00	Bill for that month will be estimated at a usage rate of 1200 cf and will not be reread until the following month; followed by warning letter
Collection Service Fee	\$25.00	Discontinued services with a balance owing \$25.00 or more will be referred to collections, the Collection Service Fee shall be assessed to the account before being sent to collections.
5/8 or 3/4 inch Meter & Installation	\$230.00 \$325.00	Water Meters are purchased from the City of Dayton and are installed by Public Works Staff. A completed application for service, ID, and deposit are required before installation. Meter & installation includes: meter, tail piece, 2 gaskets, & brass ball valve, and staff time required to complete.
1 inch Meter & Installation		
1 ½ inch & larger Meters & Installation		Call for pricing
Meter Box & Lid		Call for availability

To: Honorable Mayor and City Councilors
From: Cyndi Park, Interim City Manager
Issue: Approval of Resolution 24/25-02 - Legal Services Contract with Beery, Elsner, and Hammond
Date: August 5, 2024

Background Information:

This resolution renews our contract with Beery, Elsner and Hammond for legal services starting July 1, 2024, and ending when either party decides to terminate the agreement.

There are no significant changes to this contract other than fees for services:

- Partners and Of Counsel \$285/hr. to \$305/hr.
- Senior Associates \$275/hr. to \$285/hr.
- Associates - remains \$265/hr.
- Paralegals \$175/hr. to \$185/hr.
- Legal Assistants \$150/hr. to \$160/hr.
- Addition of Law Clerk fee of \$100/hr.

Beery, Elsner and Hammond have provided legal representation to the City since 1999.

City Manager Recommendation: I recommend approval of Resolution 24/25-02.

Potential Motion Verbiage Legal Services: "I move to approve Resolution 24/25-02, a Resolution Approving a Personal Services Agreement for Legal Services, July 1, 2024, until such time as either party decides to terminate the Agreement."

City Council Options:

- 1 - Approve as recommended.
- 2 - Approve with amendments.
- 3 - Take no action and direct staff to do further research or provide additional options.

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**RESOLUTION No. 2024/25-02
City of Dayton, Oregon**

**A RESOLUTION Approving a Personal Services Agreement for Legal Services,
July 1, 2024, until terminated by either party.**

WHEREAS, the City has contracted for legal services with the firm of Beery, Elsner & Hammond, LLP, since 1999; and

WHEREAS, the City desires to continue to utilize the services of this firm as the City's attorneys

THE CITY OF DAYTON RESOLVES AS FOLLOWS:

- 1. THAT** the Interim City Manager is authorized to execute the Agreement for Legal Services, attached hereto as Exhibit A and made a part hereof, on behalf of the City, which will be bound by its terms.

- 2. THAT** the Agreement shall be effective for the period July 1, 2024, and concluding upon termination by either party.

ADOPTED on the 5th day of August 2024.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTESTED:

Rocio Vargas, City Recorder

Date of Enactment

Attachment: Exhibit A

PERSONAL SERVICES AGREEMENT

**CITY OF DAYTON
and
BEERY, ELSNER & HAMMOND, LLP**

THIS Agreement is made and entered into this ____ day of _____, 2024, by and between the City of Dayton, an Oregon municipal corporation (“CITY”), and Beery, Elsner & Hammond, LLP, an Oregon limited liability partnership (“ATTORNEY”).

WHEREAS, ATTORNEY has served as legal representation for Dayton since May 1999; and

WHEREAS, the existing engagement contract between the parties expired on June 30, 2024; and

WHEREAS, despite this expiration, both parties continued to operate under the terms of the prior contract, under the assumption and impression that it was in full force and effect; and

WHEREAS, CITY continues to have a need for legal services with the particular training, ability, knowledge and experience possessed by ATTORNEY; and

WHEREAS, CITY has need for legal services with the particular training, ability, knowledge and experience possessed by ATTORNEY; and

WHEREAS, CITY has determined that ATTORNEY is qualified and capable of performing the professional services as CITY does hereinafter requires, under these terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. LEGAL SERVICES

ATTORNEY will provide legal advice upon request of the City Manager, City Council, Mayor or other consultants representing CITY. Additional terms of engagement are provided in Exhibit A, which is incorporated into this Agreement.

2. ATTORNEY IDENTIFICATION

ATTORNEY shall furnish CITY with its employer identification number, as designated by the Internal Revenue Service.

3. COMPENSATION

- A. Payment will be made to the ATTORNEY for the services identified based upon a detailed monthly billing showing work performed. Payment will be made within 30 days of CITY’S receipt of the detailed monthly billing from ATTORNEY.

B. Hourly rates:

Partners and Of Counsel	\$305.00
Senior Associates	\$285.00
Associates	\$265.00
Paralegals	\$185.00
Legal Assistants	\$160.00
Law Clerk	\$100.00

It is understood that the above rates may be adjusted or changed by ATTORNEY on not more than a yearly basis with not less than 60 days written notice to CITY.

C. CITY shall reimburse ATTORNEY for out-of-pocket expenses at ATTORNEY'S direct cost without additional markup.

4. INDEPENDENT CONTRACTOR

ATTORNEY shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under paragraph 3 of this Agreement.

5. TERM AND TERMINATION

At any time with or without cause, CITY or ATTORNEY shall have the right to terminate this Agreement. If CITY terminates the Agreement, it shall deliver full payment to ATTORNEY for services rendered to the date of termination.

6. INDEMNITY AND INSURANCE

A. Indemnity: ATTORNEY shall defend, indemnify, and hold the CITY, its officers, and employees harmless from any third-party claims that result in liability, loss, or expenses to the CITY, provided that such duty is limited to the proportional extent that the liability, loss or expense results from the negligence or willful misconduct of ATTORNEY in the performance of its services under this agreement. Notwithstanding the foregoing, CITY acknowledges that ATTORNEY in its capacity as City Attorney is acting as an Agent of the City and therefore agrees to be responsible under the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300) for defending, saving harmless and indemnifying ATTORNEY while it is acting within the professional scope of its engagement as City Attorney.

B. Liability Insurance: ATTORNEY shall maintain professional liability insurance insuring ATTORNEY against errors or omissions in the amount and on the conditions required by the Professional Liability Fund of the Oregon State Bar. ATTORNEY shall also maintain commercial general liability insurance covering Bodily Injury, Property Damage, and Personal Injury for at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project.

C. Workers Compensation Coverage: ATTORNEY hereby certifies that ATTORNEY has qualified for State of Oregon Worker's Compensation coverage either as a carrier-insured employer or as a self-insured employer.

7. NOTICES

All notices shall be made in writing and may be given by email or by mail, addressed as follows:

CITY: Cyndi Park
Interim City Manager
P.O. Box 339
Dayton, OR 97114-0339
Email: cpark@daytonoregon.gov

ATTORNEY: Ashleigh Dougill
Beery, Elsner & Hammond, LLP
1804 NE 45th Ave.
Portland, OR 97213-1416
Email: ashleigh.dougill@behlaw.com

8. BAR MEMBERSHIP:

ATTORNEY is responsible for maintaining professional standing, as members of the Oregon State Bar Association, of all its attorneys providing services pursuant to this contract.

9. WORK IS CITY PROPERTY

All work, including, but not limited to documents, drawings, papers, electronic media, and photographs, performed or produced by ATTORNEY under this Agreement, shall be the property of CITY.

10. SUCCESSORS AND ASSIGNMENTS

A. ATTORNEY shall not assign any of its obligations hereunder without the prior consent of CITY.

B. ATTORNEY may, with CITY'S consent, subcontract services provided under this agreement when a specialized need for legal services arises.

11. MODIFICATION

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

12. NO WAIVER OF LEGAL RIGHTS

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

13. COMPLIANCE WITH LAWS

ATTORNEY shall comply with all applicable Federal, State and local laws, codes, ordinances and regulations applicable to the work in this contract. All provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through ORS 279C.870 are incorporated herein to the extent applicable to services contracts. Unless otherwise specified, ATTORNEY shall obtain all permits necessary to perform the work.

14. FORCE MAJEURE

Neither ATTORNEY nor CITY shall be held responsible for delay or default caused by an act beyond their reasonable control including but not limited to fire, riot, acts of God, war or pandemic. The party whose performance is delayed or is in default shall make all reasonable efforts to remove or eliminate the cause of the delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

15. INTEGRATION

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its duly authorized undersigned agents and ATTORNEY has executed this Agreement on the date hereinabove first written.

CITY OF DAYTON

BEERY, ELSNER & HAMMOND, LLP

By: _____
Title: Cyndi Park, Interim City Manager

By: _____
Title: Ashley Driscoll, Partner

Date: _____

Date: _____

Approved by Dayton City Council on _____

EXHIBIT A

TERMS OF ENGAGEMENT

Thank you for selecting our firm to represent your organization. We are pleased to serve you and look forward to a successful professional relationship.

We explain our client service practices and billing procedures below. These practices and procedures will apply to your account unless you have reached a different written understanding with us. We encourage you to discuss them with our attorneys at the start of an engagement and whenever you have any questions during that engagement.

GENERAL PHILOSOPHY AND CONCEPT OF REPRESENTATION

The firm operates as a team. While the firm assigns an attorney to serve as the primary contact for each client, we share work and will involve whichever lawyers and personnel as circumstances warrant are best suited to serve your legal needs. While we can never guarantee a particular outcome, our goal is to see that your legal needs are met in the most cost-effective and efficient manner possible, and this team approach permits us to achieve that goal. Please do not hesitate to reach out to your primary contact or a partner at the firm with any concerns about a lawyer or firm personnel working on a matter for you.

COMMUNICATION PRACTICES

Our firm will communicate with authorized representatives of your entity regarding the work we are asked to perform on your behalf. We typically use standard means of professional communication, including telephone discussions, videoconferencing and e-mail communications, although there are times we may use less standard forms of communications such as text messaging. In today's world of technology of viruses and hacking, there is some risk that third parties may intercept or otherwise gain access to confidential communications between our firm and your authorized representatives. We believe the benefits of using these forms of communication outweigh the risk of accidental or malicious disclosure. But we will use whatever means of communication that you prefer if you inform us of your preferences. Nonetheless, we recommend that your authorized representatives avoid using computers or other communication tools that are owned, controlled, or accessible by others, such as public Wi-Fi networks or shared public computers when communicating with our office. Use of any computer, device, or account that is accessible by others increases the risk of disclosure of confidential information. Any devices used to communicate with our firm should be password protected.

BILLING PRACTICES

We bill monthly throughout the engagement for a particular matter, and our periodic bills are due when rendered. Our bills contain a concise summary of each matter for which legal services are rendered and a fee is charged. We bill in one-tenth hourly (six-minute) increments. Payment is due within 30 days of mailing, and the firm retains the right to charge interest on overdue bills at an annual rate of 9%. Please review your bills upon receipt. If you do not object to a bill within

30 days, the bill is deemed final. Please do not hesitate to contact us if you have a concern about a fee or billing issue.

COSTS AND EXPENSES

We strive to serve you through the most cost-effective and efficient support systems available. Our internal charges typically include such items as courier services, certain charges for legal research, engagement of outside contractors and charges for photocopying materials. We may request an advance cost deposit when we expect that we will be required to incur substantial advanced costs on your behalf. We pass along out-of-pocket expenses at cost. Travel time is billed at our hourly rates and mileage is billed at current IRS rates.

RATE CHANGES

We adjust our standard rates and chargeable costs from time to time but not more than yearly. Such adjusted rates will be charged for time spent only after the effective date of the adjustment. We will provide you with at least 60 days' notice of any rate change. If you have any questions or concerns regarding billing matters or our rates, please contact us.

CONFLICTS OF INTEREST

We have checked a list of our other clients to see whether representing you would create a conflict of interest. We are not aware of any such conflicts. Please inform us immediately if you become aware of any actual or potential conflict of interest that may arise.

PRIVACY/CONFIDENTIALITY POLICY

Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than other privacy laws. We have always protected each client's right to privacy and will continue to do so. We want you to know that all information that we receive from a client is held in confidence, and is not released to people outside the firm, except as agreed by the client, or as required under applicable law. To accomplish this, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

TERMINATION OF SERVICES

We retain the right to stop performing legal services and to terminate our legal representation for any reason consistent with the applicable ethical rules, including unanticipated conflicts of interest or unpaid legal fees and expenses. You retain the right to discharge the firm for any reason at any time. You agree that if you discharge the firm or we terminate our legal representation as provided above, you remain liable for all fees, costs, and expenses actually incurred under this contract, which may include work we are required to perform on your behalf after you transition to another attorney, and that you will make payment in full.

CHOICE OF LAW/VENUE

This agreement shall be considered to have been negotiated, signed, and delivered, and to be wholly performed, in the state of Oregon in the United States, and the rights and obligations of the parties to this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the state of Oregon without giving effect to that state's or any other state's or country's choice-of-law principles. You further agree that any claim or dispute you may have against the firm will be resolved by a state or federal court located in Multnomah County, Oregon. You agree to submit to the personal jurisdiction of the courts located within Multnomah County, Oregon, for the purpose of litigating any and all such claims or disputes. Each party shall be responsible for its own costs and attorney fees for any claim, action, suit or proceeding, including any appeal.

FILE RETENTION

We securely store our electronic files either on a local server, a remote backup server or using a cloud service. Physical files, of which there are not many, are stored securely at the firm's offices or an offsite storage facility. Email communications are stored in the cloud unless and until they are downloaded to a local server. We believe your files and information are secure using these methods, however, if you have any concerns about the security of your files, please let us know and we will take reasonable and appropriate steps to alleviate your concerns. Upon termination, we will return any requested files to you. Unless otherwise required by law to be kept for a longer period of time, electronic and physical files will be destroyed after 10 years. Collection and returning of files is charged at our then in-place billable rates.

MARKETING

Our firm will, on occasion, publicize the clients with which we work. For example, we generally list the names of clients on our website or refer to them in proposals for new clients. Any information we share about clients includes only that which is publicly available. We will assume that by engaging the services of our firm, you consent to our firm using your entity's name and any publicly available information in such marketing. You may withdraw this consent at any time by providing written notice to our office manager.

QUESTIONS

We take pride in delivering legal services effectively and efficiently and in providing accurate and understandable billings. Please direct any questions about our services or billing practices to the lawyer responsible for your account. Any questions regarding the billing or payment status of your account should be promptly directed to the primary attorney on your matter or to Yen Huynh at (503) 226-7191.

To: Honorable Mayor and City Councilors

From: Cyndi Park, Interim City Manager

Issue: Approval of Resolution 24/25-03 an IGA with DLCD for Updates to Dayton's Comprehensive Plan

Date: August 5, 2024

Background Information: The City of Dayton has received a Technical Assistance grant to update our Planning Atlas and Comprehensive Plan with respect to future housing needs outlined in Chapter 7. Through a grant awarded to the City, the State of Oregon Department of Land Conservation and Development (DLCD) is funding assistance from Winterbrook Planning on behalf of City of Dayton to assist in preparing recommendations for Comprehensive Plan amendments.

City Council approved the Mid-Willamette Valley Council of Governments (MWVCOG) to apply for this grant on our behalf in Resolution 2022/23-23 on June 20, 2023.

City Manager Recommendation: I recommend approval of Resolution 24/25-03.

Potential Motion for Resolution 24-25-03: "I move to approve Resolution 24/25-03, a Resolution Approving the Intergovernmental Agreement between the Oregon Department of Land Conservation and Development (DLCD) and the City of Dayton for technical assistance from Winterbrook Planning in updating the Comprehensive Plan."

City Council Options:

- 1 - Move to approve the Resolution.
- 2 - Move to approval the Resolution with certain changes.
- 3 - Take no action and direct Staff to do more research and bring more options back to the City Council at a later date.

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RESOLUTION No. 2024/25-03
City of Dayton, Oregon

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD) AND THE CITY OF DAYTON FOR TECHNICAL ASSISTANCE GRANTS TO PROVIDE AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN

WHEREAS, the City currently has a Planning Atlas and Comprehensive Plan that identifies the City's needs for future housing in Chapter 7; and

WHEREAS, the City of Dayton recently completed an Urban Growth Boundary swap resulting in approximately 106 acres of land identified for future residential use upon annexation into the City; and

WHEREAS, the current Chapter 7 - Housing and Public Needs, only includes population projections through 2028; and

WHEREAS, the Department of Land Conservation and Development (DLCD) has awarded the City of Dayton a grant to develop, adopt, and implement plans needed to support housing production affordability and choice with assistance from Winterbrook Planning.

WHEREAS, Resolution 2022/23-24 authorized the Mid-Willamette Valley Council of Governments to make the application on the City's behalf for the grant that for this agreement;

NOW THEREFORE BE IT RESOLVED:

1. **THAT** the Interim City Manager and appropriate staff are hereby authorized to execute the Intergovernmental Agreement with the Department of Land Conservation and Development (DLCD) (attached hereto as Exhibit A and by this reference incorporated herein) to support the revisions to the Comprehensive Plan and to make any applicable changes to the other regulating documents for the City of Dayton; and

2. **THAT** that this resolution shall become effective immediately upon adoption.

ADOPTED on the 5th day of August 2024.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTEST:

Rocio Vargas, City Recorder

Date of Enactment

Attachment - Exhibit A

INTERGOVERNMENTAL AGREEMENT

City of Dayton

This Agreement is between the State of Oregon acting by and through its **Department of Land Conservation and Development (“DLCD”)** and **City of Dayton (“City”)**, each a “Party” and, together, the “Parties.”

I. AUTHORITY

This Agreement is authorized by ORS 190.110.

II. EFFECTIVE DATE

This Agreement is effective on the date of the last signature (“Effective Date”), and terminates on **June 30, 2025**, unless terminated earlier.

III. BACKGROUND

During the 2023 legislative session, the legislature appropriated funds to DLCD for the purpose of allowing the DLCD to assist participating cities and counties (collectively, “local government”) implement House Bills 2001 and 2889. This assistance will be provided, in part, through the Housing Needs Technical Assistance and Housing Code Technical Assistance projects, which are important elements of this legislative package.

DLCD has received a special appropriation of funds for the 2023-2025 biennium to assist local governments to help them better understand their housing needs and to develop strategies and actions to facilitate the development of their needed housing. DLCD will hire consultants to provide services directly to local governments including Housing Needs Analysis (“HNA”), Housing Implementation Plans (“HIP”), Housing Production Strategies (“HPS”), or other strategy to promote housing production, affordability, and choice. The projects are financed with State of Oregon General Funds. State funds are paid under this Agreement by DLCD to **Winterbrook Planning (“Consultant”)**, who will assist the City as described in the Statement of Work (“SOW”) below. No funds will be given to the City for tasks outlined in this Intergovernmental Agreement (“IGA”) or any expenses incurred by the City as a result of this Agreement.

IV. PROJECT OBJECTIVE AND MAJOR DELIVERABLES

Housing Capacity Analysis (HNA)

The purpose of this Agreement is to prepare a Housing Capacity Analysis (“HCA”), including hearings-ready draft comprehensive plan amendments, as described in ORS 197.296 or 197.297. City adoption of the analysis or comprehensive plan amendments are not required prior to project completion on or before June 30, 2025.

V. ROLES AND RESPONSIBILITIES

City: Overall management of the Project will be the responsibility of the City. The City shall appoint a Project Manager to be the principal contact person representing the City on all matters relating to the Project.

Specific project management duties of City will include:

- a. Coordinating project schedule and deliverables with Consultant;
- b. Coordinating City staff;
- c. Ensuring the timely completion of tasks and delivery of supporting data/information to Consultant;
- d. Reviewing and editing Consultant work;
- e. Appointing a project advisory committee with representation from the community; and
- f. Noticing, scheduling, and managing advisory committee meetings and public official work sessions and public hearings, if any. Activities include but are not limited to preparing and distributing meeting notices, agendas, and summaries; and assisting the Consultant with meeting facilitation.

DLCD: DLCD will provide financial, administrative, and technical assistance to the Project. DLCD will participate in advisory committees. Additional technical assistance may be provided as requested by the City or Consultant. DLCD will review Consultant's work, invoices, and progress reports. Additionally, DLCD will review the Consultant's performance and deliverables with the City prior to paying invoices received by the Consultant. DLCD will assist in the mediation of Consultant/City conflicts, or issues with the project or deliverables.

VI. COMPENSATION AND COSTS

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement. Under no circumstances is the Local Government responsible for payment of costs incurred under the contract between DLCD and the chosen Consultant.

VII. KEY CONTACTS

City

Curt Fisher, AICP - MWVCOG
City of Dayton
100 High Street, Suite 200
Salem, OR 97302

Email: cfisher@MWVCOG.org
Phone: 503-540-1616

Department of Land Conservation and Development

Project Manager
Melissa Ahrens, DLCD Regional Representative
635 NE Capitol St. NE Suite 150
Salem, OR 97301

Email: melissa.ahrens@dlcd.oregon.gov
Phone: 503-779-9821

Housing Team Technical Representative

Karen Guillen-Chapman
635 Capitol St. NE Suite 150
Salem, OR 97301

Email: karen.guillen-chapman@dlcd.oregon.gov
Phone: 971-718-1586

Consultant

Jesse Winterowd
Winterbrook Planning
610 SW Alder St., Suite 810

Email: jesse@winterbrookplanning.com
Phone: 503-827-4422 ext. 109

Portland, OR 97205

A Party may designate a new authorized representative by written notice to the other Party.

VIII. TERMINATION

- a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- b) This Agreement may be terminated by DLCDC upon 45 days advance written notice and by Local Government upon 45 days advance written notice.

IX. NON-APPROPRIATION

DLCDC's obligation to perform its duties under this Agreement is conditioned upon DLCDC receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCDC, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities, or monetary obligations of DLCDC.

X. STATEMENT OF WORK

Project Purpose: The purpose of this Project is to prepare recommendations for comprehensive plan amendments to comply with housing-related statutes and facilitate housing production, affordability, and choice. Recommendations will lay the groundwork for comprehensive plan updates needed after the 2025 HCA and will incorporate information from a buildable lands inventory, middle housing engagement, and input from the public.

TASK 1: PROJECT KICK-OFF AND MANAGEMENT

The purpose of the project kick-off is for Consultant to become familiar with local conditions and with the City planning documents, for the parties to confirm the objectives of the project and refine the project schedule, and for the City to prepare for the project. Consultant will contact City via conference call, or in person, to inquire about establishing project expectations and familiarizing themselves with city-specific concerns. Consultant will verify the action items identified through this initial conference call with City and will develop and share a proposed schedule for the actions required for the completion of all tasks. The level of detail required for the proposed project schedule should be determined by mutual agreement by City and Consultant.

Consultant will have biweekly check-ins with the City to discuss major project milestones and work products, address questions, and identify follow-up actions.

Task 1 City Deliverables:

- *Copy of relevant comprehensive plan and code sections, or other relevant City data or documents.*

Timeline: February through March 2024

TASK 2: RESIDENTIAL BUILDABLE LANDS INVENTORY (BLI)

Consultant will prepare a draft inventory of buildable land consistent OAR 660-009 and OAR 660-024. The residential BLI will map evaluate residentially designated buildable lands inside the Urban Growth Boundary (“UGB”) by excluding the following factors:

- Severely constrained by natural hazards as determined under Statewide Planning Goal 7; and
- Is subject to natural resource protection measures determined under Statewide Planning Goals 5 or 6; and
- Has slopes of 25 percent or greater; and
- Is within the 100-year floodplain; or
- Cannot be provided with public facilities.

Task 2 City Deliverables:

- *Available City GIS data, including assessor and tax lot data.*

Timeline: February through August 2024

TASK 3: HOUSING ENGAGEMENT AND EDUCATION

Outreach and Engagement

Consultant will coordinate with MIG (Engagement Consultant) to engage with community members who live and work in the City to solicit input on housing challenges and opportunities and educate the public on housing options.

Consultant will coordinate with Engagement Consultant to prepare materials and an engagement strategy. Consultant will help plan engagement with housing consumers, including direct outreach to individuals through interviews, focus groups, or other means; contacting community-based organizations and service providers to connect with those they serve; and/or hosting events (virtual or in-person). This engagement will prioritize underrepresented communities within the City, including renters, low-income households, Hispanic/Latinx residents, other racial and ethnic minorities and immigrant or refugee communities, veterans, people with disabilities, seniors, agricultural workers, and formerly and currently homeless people. Consultant will work with City and Engagement Consultant to conduct 10 one-on-one or small group meetings and/or briefings with stakeholder groups or their representatives to help assess the need for and potential barriers to or opportunities for developing specific types of housing. The engagement efforts will build on City’s past engagement efforts.

Summary Document

Consultant will integrate products prepared by Engagement Consultant, prepare a summary of housing engagement results, and contextualize these with existing Comprehensive Plan policies. Consultant will recommend additional residential policies based on feedback received, including policies related to middle housing. The summary document will provide interim policy direction to allow the City to support zoning land to allow for middle housing development at time of annexation and zone change applications.

Consultant will coordinate with City and Engagement Consultant on meeting arrangements and assist in facilitation of one public open house or meeting to present middle housing data, findings, and recommendations.

Task 3 City Deliverables:

- *List of existing groups and organizations for engagement.; and*
- *Meeting notice and agenda.*

Timeline: February through June 2024

TASK 4: COMPREHENSIVE PLAN HOUSING AUDIT AND ROADMAP

Consultant will review the City Comprehensive Plan and prepare a housing chapter roadmap containing the following subjects:

- Actions necessary for City to update the housing element of the comprehensive plan; and
- An analysis of how other chapters and elements of the comprehensive plan interact with the housing element (Chapter 7) and identification of necessary updates to other chapters when Chapter 7 is updated; and
- Recommendations for structuring the comprehensive plan to simplify future updates.

Consultant will coordinate with City on meeting arrangements and facilitate public meetings to present the findings and recommendations.

Task 4 City Deliverables:

- *Public meeting notice(s).*

Timeline: February 2024 through June 2025

XI. OTHER CONSIDERATIONS

Except as provided herein, nothing in this agreement shall be construed as obligating the other party to expend funds or obligate future payment of money authorized by law and administratively available for this work.

SIGNATURE BLOCK

City Official

Authorized to sign on behalf of the City

Date

Printed Name

Department of Land Conservation & Development

Ethan Stuckmayer, Housing Services Division Manager

Date

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To: Honorable Mayor and City Councilors

From: Cyndi Park, Interim City Manager

Issue: Approval of Resolution 24/25-04 an IGA with DLCD for Updates to Dayton's Comprehensive Plan

Date: August 5, 2024

Background Information: The City of Dayton has received a Technical Assistance grant to update our Planning Atlas and Comprehensive Plan with respect to future housing needs outlined in Chapter 7. Through a grant awarded to the City, the State of Oregon Department of Land Conservation and Development (DLCD) is funding assistance from MIG, Inc. on behalf of City of Dayton to assist in providing equitable community engagement support for the City's Housing Update Project.

City Council approved the Mid-Willamette Valley Council of Governments (MWVCOG) to apply for this grant on the City's behalf by the adoption of Resolution 2022/23-23 on June 20, 2023.

City Manager Recommendation: I recommend approval of Resolution 24/25-04.

Potential Motion for Resolution 24-25-04: "I move to approve Resolution 24/25-04, a Resolution Approving the Intergovernmental Agreement between the Oregon Department of Land Conservation and Development (DLCD) and the City of Dayton for assistance from MIG, Inc. in community engagement activities related to updates to the Comprehensive Plan."

City Council Options:

- 1 - Move to approve the Resolution.
- 2 - Move to approval the Resolution with certain changes.
- 3 - Take no action and direct Staff to do more research and bring more options back to the City Council at a later date.

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RESOLUTION No. 2024/25-04
City of Dayton, Oregon

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD) AND THE CITY OF DAYTON FOR TECHNICAL ASSISTANCE GRANTS TO PROVIDE AMENDMENTS TO THE CITY'S COMPREHENSIVE PLAN

WHEREAS, the City currently has a Planning Atlas and Comprehensive Plan that identifies the City's needs for future housing in Chapter 7; and

WHEREAS, the City of Dayton recently completed an Urban Growth Boundary swap resulting in approximately 106 acres of land identified for future residential use upon annexation into the City; and

WHEREAS, the current Chapter 7 - Housing and Public Needs, only includes population projections through 2028; and

WHEREAS, the Department of Land Conservation and Development (DLCD) has awarded the City of Dayton a grant to develop, adopt, and implement plans needed to support housing production affordability and choice with assistance from MIG, Inc.

WHEREAS, Resolution 2022/23-24 authorized the Mid-Willamette Valley Council of Governments to make the application on the City's behalf for the grant that for this agreement;

NOW THEREFORE BE IT RESOLVED:

1. **THAT** the Interim City Manager and appropriate staff are hereby authorized to execute the Intergovernmental Agreement with the Department of Land Conservation and Development (DLCD) (attached hereto as Exhibit A and by this reference incorporated herein) to support the revisions to the Comprehensive Plan and to make any applicable changes to the other regulating documents for the City of Dayton; and

2. **THAT** that this resolution shall become effective immediately upon adoption.

ADOPTED on the 5th day of August, 2024.

In Favor:

Opposed:

Absent:

Abstained:

Annette Frank, Mayor

Date Signed

ATTEST:

Rocio Vargas, City Recorder

Date of Enactment

Attachment - Exhibit A

INTERGOVERNMENTAL AGREEMENT

City of Dayton

This Agreement is between the State of Oregon acting by and through its **Department of Land Conservation and Development (“DLCD”)** and **City of Dayton (“City”)** a “Party” and, together, the “Parties.”

I. AUTHORITY

This Agreement is authorized by ORS 190.110.

II. EFFECTIVE DATE

This Agreement is effective on the date of the last signature (“Effective Date”), and terminates on **June 30, 2025**, unless terminated earlier.

III. BACKGROUND

During the 2023 legislative session, the legislature appropriated funds to DLCD for the purpose of allowing the DLCD to assist participating cities and counties (collectively, “local government”) implement House Bills 2001 and 2889. This assistance will be provided, in part, through the Housing Needs Technical Assistance and Housing Code Technical Assistance projects, which are important elements of this legislative package.

DLCD has received a special appropriation of funds for the 2023-2025 biennium to assist local governments to help them better understand their housing needs and to develop strategies and actions to facilitate the development of their needed housing. DLCD will hire consultants to provide services directly to local governments including Housing Needs Analysis (“HNA”), Housing Implementation Plans (“HIP”), Housing Production Strategies (“HPS”), or other strategy to promote housing production, affordability, and choice. The projects are financed with the State of Oregon General Funds. State funds are paid under this Agreement by DLCD to **MIG Inc.** (“Consultant”), who will assist the City as described in the Statement of Work (“SOW”) below. No funds will be given to the City for tasks outlined in this Intergovernmental Agreement (“IGA”) or any expenses incurred by the City, because of this Agreement.

IV. PROJECT OBJECTIVE AND MAJOR DELIVERABLES

Housing Capacity Analysis (HNA)

The purpose of this Agreement is to prepare a Housing Capacity Analysis (“HCA”), including hearings-ready draft comprehensive plan amendments, as described in ORS 197.296 or 197.297. City adoption of the analysis or comprehensive plan amendments are not required prior to project completion on or before June 30, 2025.

V. ROLES AND RESPONSIBILITIES

City: Overall management of the Project will be the responsibility of the City. The City shall appoint a Project Manager to be the principal contact person representing the City on all matters relating to the Project.

Specific project management duties of City will include:

- a. Coordinating project schedule and deliverables with Consultant;

- b. Coordinating city staff;
- c. Ensuring the timely completion of tasks and delivery of supporting data/information to Consultant;
- d. Reviewing and editing Consultant work;
- e. Appointing a project advisory committee with representation from the community; and
- f. Noticing, scheduling, and managing advisory committee meetings and public official work sessions and public hearings, if any. Activities include but are not limited to preparing and distributing meeting notices, agendas, and summaries; and assisting the Consultant with meeting facilitation.

DLCD: DLCD will provide financial, administrative, and technical assistance to the Project. DLCD will participate in advisory committees. Additional technical assistance may be provided as requested by the City or Consultant. DLCD will review Consultant’s work, invoices, and progress reports. Additionally, DLCD will review the Consultant’s performance and deliverables with the City prior to paying invoices received by the Consultant. DLCD will assist in the mediation of Consultant/City conflicts, or issues with the project or deliverables.

VI. COMPENSATION AND COSTS

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement. Under no circumstances is the Local Government responsible for payment of costs incurred under the contract between DLCD and the chosen Consultant.

VII. KEY CONTACTS

City

Curt Fisher
 City of Dayton
 100 High Street Suite 200
 Salem OR, 97302

Email: Cfisher@MWVCOG.org
 Phone: 503-540-1616

Department of Land Conservation and Development

Project Manager
 Melissa Ahrens, MWV Regional Rep.
 635 Capitol St. NE Suite 150
 Salem OR, 97301

Email: melissa.ahrens@dlcd.oregon.gov
 Phone: 503-779-9821

Housing Team Technical Representative

Karen Guillen-Chapman
 635 Capitol St. NE Suite 150
 Salem, OR 97301

Email: karen-guillen-chapman@dlcd.oregon.gov
 Phone: 971-718-1586

Consultant

Darci Rudzinski
 MIG Inc.
 506 SW 6th Avenue
 Portland, OR 97204

Email: drudzinski@migcom.com
 Phone: 503-297-1005

A Party may designate a new authorized representative by written notice to the other Party.

VIII. TERMINATION

- a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- b) This Agreement may be terminated by DLCD upon 45 days advance written notice and by Local Government upon 45 days advance written notice.

IX. NON-APPROPRIATION

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities, or monetary obligations of DLCD.

X. STATEMENT OF WORK

Project Purpose: The purpose of this Project is to provide equitable community engagement support for the City's Housing Update project being conducted by the City and Winterbrook Planning ("Housing Consultant"). Engagement efforts are intended to meet the following objectives:

- Provide a variety of opportunities for community members to participate in and help shape the project outcomes, including for residents or groups who have been historically marginalized or underserved;
- Provide all community members with access to information about the planning process and about how the community's input is being incorporated in project recommendations and outcomes; and
- Strengthen the City's overall approach to and strategies for community engagement.

TASK 1: PROJECT KICK-OFF AND MANAGEMENT

Community Engagement Plan

Consultant shall prepare an engagement plan that outlines engagement objectives, key messages, audiences, activities, and roles and responsibilities of team members, including City. The engagement plan also will emphasize how engagement will help engage and address the needs of historically underserved or underrepresented community members such as low-income households, ethnic minority groups, renters, people with disabilities, or others. Consultant shall share a draft Engagement Plan with City and DLCD and other team members for review and comment and shall prepare a revised plan that reflects comments received.

Kick-off Meeting

Consultant shall participate in a kick-off meeting with City and DLCD staff and other team members. Consultant shall review and comment on the meeting agenda, summary notes, and other meeting materials, as needed.

Task 1 City Deliverables:

- *List of potential community stakeholders; and*

- *Summary of results of any previous related community engagement efforts.*

Timeline: Months 1-2

TASK 2: HOUSING ENGAGEMENT AND EDUCATION

Consultant shall work with the Housing Consultant, in coordination with City and DLCD to support and/or conduct community engagement efforts identified in the Community Engagement Plan. These activities will include the following.

Stakeholder Interviews or Meetings

Consultant shall work with City and the Housing Consultant to conduct ten (10) one-on-one or small group meetings and/or briefings with stakeholder groups or their representatives to help assess the need for and potential barriers to or opportunities for developing specific types of housing. Participants may include local or regional housing builders or developers, including market rate and non-profit developers, realtors, County housing program staff, faith-based organizations, underserved groups or their representatives, or others. City Council members also may participate in one-on-one or small group interviews. Consultant shall provide the following types of assistance in supporting the interview process:

- Review and comment on a list of potential stakeholder interview participants;
- Prepare interview questionnaires or discussion guides for review by other project team members; update materials to address resulting comments; and
- Prepare an overall summary of meeting results based on notes provided by City and Housing Consultant.

Story Map

Consultant shall develop an online Story Map using the ArcGIS platform to summarize information provided by the City and Housing Consultant related to housing conditions and needs, as well as potential strategies to address those needs. The Story Map will include a mix of narrative, maps, photos, and other graphics to illustrate information gathered and summarized by the Housing Consultant as part of this effort. The Consultant will update the Story Map as part of each phase or major task in the Housing Consultant’s workplan to make draft Memos and Reports available for public review via Story Map site. Consultant also shall incorporate questions from or links to the Online Survey described below in the Story Map.

Community Meeting

Consultant will collaborate with City and the Housing Consultant to conduct a public open house or meeting to discuss housing needs, obstacles, opportunities, and issues with community members. Consultant will help prepare for, conduct, and summarize the meeting through the following activities:

- Meet with City and Housing Consultant to discuss and agree on the meeting objectives, format and promotion;
- Prepare a meeting flyer and text for email and Website announcements or other promotional efforts to be undertaken by City;
- Assist in preparing presentation materials using information provided by Housing Consultant;
- Attend the meeting; Consultant will attend to support City and Housing Consultant; and
- Prepare a meeting summary.

Task 2 City Deliverables:

- *Participation in meetings to plan for engagement activities;*
- *Stakeholder interview logistical support and staffing, as needed;*
- *Incorporate links to and announcements for engagement materials and activities in the City's Website;*
- *Logistical arrangements and staffing of Community Meeting; and*
- *Review and comments on all engagement materials and summaries.*

Timeline: Months 3-14

XI. OTHER CONSIDERATIONS

Except as provided herein, nothing in this agreement shall be construed as obligating the other party to expend funds or obligate future payment of money authorized by law and administratively available for this work.

SIGNATURE BLOCK

City Official

Authorized to sign on behalf of the City

Date

Printed Name

Department of Land Conservation & Development

Ethan Stuckmayer, Housing Services Division Manager

Date

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To: Honorable Mayor and City Councilors
From: Dave Rucklos - TED Director
Issue: Proposed URD Plan Income Allocation.
Date: August 5, 2024

Background and Information

Objective:

To negotiate with the Dayton Fire District (DFD) a percentage of the proposed Urban Renewal District tax income associated with the draft Urban Renewal plan currently under consideration.

Explanation:

The City of Dayton has established an Urban Renewal Agency (URA) to manage a proposed 25-year District plan. Because the plan includes several public projects, three of four identified tax districts impacted by the plan must concur to its adoption

The DFD Board of Directors has objected to the plan but is willing to support provided the district is financially compensated for potential tax loss. The city and the district have agreed to negotiate a percentage of tax income to be dedicated to the DFD.

City staff would like the council to consider and recommend a percentage of the URD tax income that would be allocated to the DFD over the 25-year life of the plan.

City Manager Recommendation: I recommend approval.

Potential Motion: "I move to authorize city staff to negotiate with the DFD a percentage of URD tax income that would be allocated to the DFD over the 25-year life of the plan.

City Council Options:

- 1 - Approve the issuance of the intent to negotiate.
- 2 - Approve the issuance of the intent to negotiate with amendments.
- 3 -Take no action and ask staff to do more research and bring further options back to the City Council.

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Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	188,505	10,600	255	0	90,934	973,446	1,263,740
Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	13,612.25	397.00	50.52	-	8,481.54	82,308.59	104,849.90
Sewer Amount	4,517.04	-	58.18	-	2,440.56	50,138.76	57,154.54
Misc Amount	-	-	-	-	-	325.00	325.00
Backflow Amount	-	-	-	-	-	-	-
NSFCheck Amount	-	-	-	-	-	72.00	72.00
Late Chrg Amount	70.00	20.00	10.00	-	-	1,270.00	1,370.00
Total Charges:	18,199.29	417.00	118.70	-	10,922.10	134,114.35	163,771.44

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Previous Balance	26,319.26	845.00	214.10	90.00	10,142.90	145,117.05	182,728.31
Payments	23,984.26-	179.00-	224.10-	90.00-	10,142.90-	115,700.55-	150,320.81-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	450.00-	450.00-
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	18,199.29	417.00	118.70	-	10,922.10	134,114.35	163,771.44
Current Balance:	20,534.29	1,083.00	108.70	-	10,922.10	163,080.85	195,728.94

Year To Date: 07/01/2024 - 07/31/2024

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Usage	188,505	10,600	255	0	90,934	973,446	1,263,740

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Water Amount	13,612.25	397.00	50.52	-	8,481.54	82,308.59	104,849.90
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Payments	23,984.26-	179.00-	224.10-	90.00-	10,142.90-	115,700.55-	150,320.81-
Contract Adjustments	-	-	-	-	-	-	-
Assistance Applied	-	-	-	-	-	-	-
Deposits Applied	-	-	-	-	-	450.00-	450.00-

Description	Commercial	Hydrant	None	Other	Public	Residential	Totals
Interest Applied	-	-	-	-	-	-	-
Balance Transfers	-	-	-	-	-	-	-
Balance Write-offs	-	-	-	-	-	-	-
Reallocations	-	-	-	-	-	-	-
Total Charges	18,199.29	417.00	118.70	-	10,922.10	134,114.35	163,771.44
Current Balance:	20,534.29	1,083.00	108.70	-	10,922.10	163,080.85	195,728.94

TO: Mayor Frank and City Council Members

THROUGH: Cyndi Park, City Manager

FROM: Don Cutler, Public Works Supervisor

SUBJECT: Public Works Activity Report for June 2024

DATE: July 29, 2024

<p>Water:</p> <ul style="list-style-type: none"> Regulatory Samples - Bi-Weekly Treatment Plant Maintenance Daily Rounds Work Orders Locates Meter Reading Turn-Ons/Turn-Offs Water Production Reports - Dayton and Lafayette Water Reports to State - Annual and Monthly Emergency Shut-Offs - Various Chlorine Feeds - Daily Check Chlorine Generator Maintenance Springs Grounds Maintenance Numerous I Ready's for leak checks Oversaw new water taps and hook ups Performed Well rehab and cleaning of Dayton Wells Performed water leak repair Mill St. 	<p>Wastewater:</p> <ul style="list-style-type: none"> Regulatory Samples - Bi-Weekly Daily Rounds Operation of Lift Stations - Daily Check Locates DMR to DEQ Receive Chemicals at Treatment Plant Lift Station Maintenance Maintenance at (Sewer) Lagoons Discharge from Lagoons Oversaw new Sewer Hookups Hwy 221 lift station project and inspections lagoon 2-3 transfer pipe replacement Yearly maint. On sewer pumps at all lift stations.
<p>Parks:</p> <ul style="list-style-type: none"> Garbage Removal - All Parks Park Restrooms - Daily Cleaning and Maintenance Regular Mowing of Parks Prep Park for reserved events and Friday Nights Prep Park for Old Timers Weekend Event 	<p>Storm Water:</p> <ul style="list-style-type: none"> Locates Catch Basin - Cleaning Storm Drain Grates - Clear Debris and Leaves Street Sweeping - Grate Maintenance
<p>Facilities:</p> <ul style="list-style-type: none"> Fire Extinguisher Checks Community Center Trash Removal Clean Community Center Parking Lot Grounds Maintenance at Community Center Performed quarterly safety inspections Assist with new roof project on City Hall 	<p>Streets:</p> <ul style="list-style-type: none"> Street Sweeping Ferry Street Trash Removal Move/Charge Mobile Speed Sign Close roads for Old Timers Parade

Code Enforcement Topic Counts
For Date Period From 07/01/2024 Through 07/31/2024

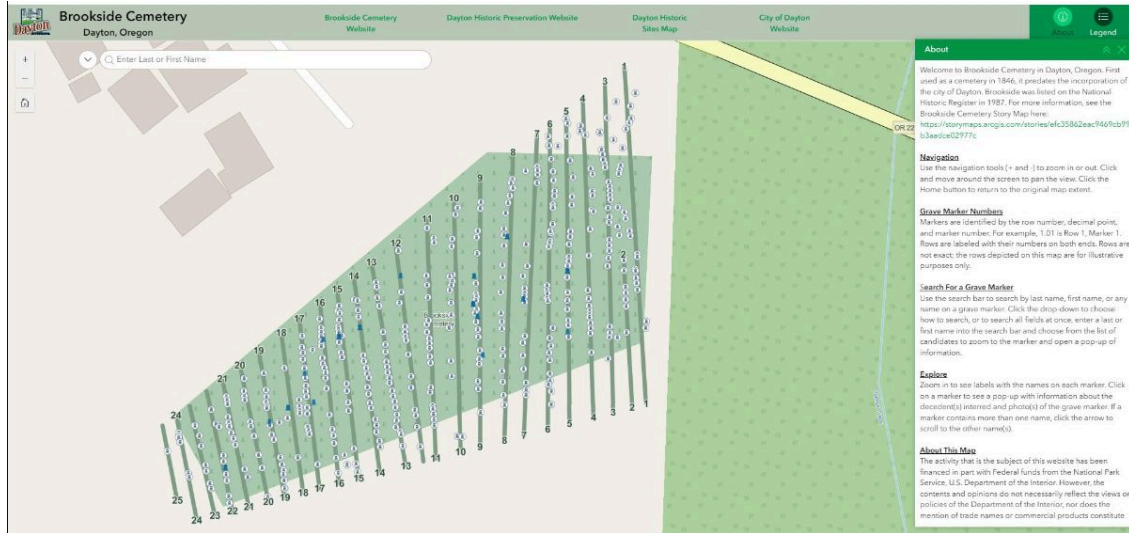
Topic	Count
Tall Grass and Weeds	3
Temporary Camping Permit	2
Storing RVs, Trailers, Boats, Trucks, and Vehicles	2
Signs & Notices	1
Parking in Public Right-of-Ways	1
Total	9

Dayton's Historic Brookside Cemetery Mapping and StoryMap Project

COG GIS staff recently completed a project for the city of Dayton to map their historic Brookside Cemetery and created a web map application and StoryMap. Over a year in the making, the project was funded by a grant from the Oregon State Historic Preservation Office (SHPO). Dayton has been awarded SHPO grants during every grant cycle since 2017. In the last seven years, the funds have allowed the city to restore grave markers, create new signage, inventory the grave markers, create a 10-year preservation plan, remove diseased and dangerous trees, ivy, and other vegetation, restore water to the property, and hold a "best practices" workshop for Public Works staff.

In 2022, with some grant funds remaining from another project, the city approached COG about creating a web map of their historic properties. The city has 40 properties listed on the National Register of Historic Places, and the purpose of the web map was to display their locations along with a suggested walking route and provide information about each property in a pop-up window when users click on a property. The request came only about a month before the grant funds needed to be spent, but GIS staff had created a historic properties map about ten years previous, so it was a good starting point. The project was completed in August 2022, and city staff and the members of their Historic Preservation Committee were pleased with the end product- so pleased, that they inquired whether their cemetery could be mapped. They were inspired by a StoryMap they had seen from the [city of Sisters](#) on their historic downtown and envisioned something similar for the historic Brookside Cemetery. They applied for a SHPO grant in early 2023 and it was awarded in April of that year. GIS staff worked with data that had been collected during the cemetery restoration in 2018-2019, as well as additional data provided by the Historic Preservation Committee, to create the web map application and accompanying StoryMap. The result is a simple web tool that allows users to click on grave marker features to see information on them (including photos of grave markers) and, most importantly, search on names to locate grave markers, which had not been possible before. The StoryMap highlights the history of Dayton, Brookside Cemetery and some of the notable people and families interred there, and the cemetery restoration project. Both the historic properties web map and the Brookside Cemetery web application can be accessed through the StoryMap. See the Brookside Cemetery StoryMap [here](#). For more information on this project, please contact Lesley Hegewald, GIS Coordinator, at lhegewald@mwvcog.org or (503)540-1622.

<https://storymaps.arcgis.com/stories/efc35862eac9469cb99b3aadce02977c>



Before (2019) and after (2020) restoration project



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