

**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 5<sup>th</sup> day of August 2024.

**In Favor:** Frank, Hover, Mackin, Maguire and Sandoval-Perez

**Opposed:**

**Absent:** Hildebrandt and Wildhaber

**Abstained:**

Annette Frank

**Annette Frank, Mayor**

8/29/24

**Date Signed**

**ATTEST:**

Rocio Vargas

**Rocio Vargas, City Recorder**

8/5/2024

**Date of Enactment**

**Attachment - Exhibit A**

## DLCD IGA #23077 – City of Dayton – Housing Capacity Analysis

# 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.

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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](mailto: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](mailto: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](mailto: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](mailto:jesse@winterbrookplanning.com)  
Phone: 503-827-4422 ext. 109

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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 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 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)**

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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:***

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- *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**

*Cyndi Park*

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8/9/2024

Authorized to sign on behalf of the City

Date

Cyndi Park

Printed Name

**Department of Land Conservation & Development**

Ethan Stuckmayer, Housing Services Division Manager

Date