



City Council Meeting
December 4, 2023, 7:00 pm
City Hall Council Chambers
201 NW Douglas Blvd.
541.679.6739 info.

Agenda

- I. Call to Order-Scott Rutter, Mayor**
 - A. Pledge of Allegiance
 - B. Roll Call
 - C. Adjustment(s) to Agenda
- II. Public Hearing**
 - A. Consent to Annex Planning File No. 23-W00S
Public Hearing Process/Open Hearing-Mayor *Rutter*
- III. Comments from the Audience-anyone** *wishing to discuss items not covered on this agenda are welcome to address the City Council as a whole. Please state your name and address for the record. Each speaker will be given a maximum of 3 minutes. Speakers may not defame, intimidate or use profanity or personal affronts. The Council reserves the right to delay action until they have full information on the issue.*
- IV. Reports: Boards, Commissions, Committees, Schools**
 - A. Park *Board-Alesha Sullivan, Council Liaison*
 - B. Economic Development-Thomas *McIntosh*
- V. Department Reports**
 - A. *Police-Chief Sarti*
 - B. *Public Works-Andy Howell, Director*
 - C. *Admin/Planning-Thomas McIntosh*
- VI. Old Business**
- VII. New Business**
 - A. Set Council Workshop Dates, *if necessitated*
 - B. Staff Christmas Party - Holiday Gift Cards
 - C. Resolution No. 23-1110 Senior Center Grant
 1. Read by Title *Only-Cindy Sarti, City Recorder*
 2. Staff Report-Thomas *McIntosh*
 3. Comments from the Audience (3 minutes each speaker)
 4. Council Action
 - D. Resolution No. 23-1111 RV Disposal Second Extension
 1. Read by Title *Only-Cindy Sarti, City Recorder*
 2. Staff Report-*Chief Sarti*
 3. Comments from the Audience (3 minutes each speaker)
 4. Council Action

- E. Resolution No. 23-1112 Teen Center Lease Agreement
 - 1. Read by Title Only-Cindy Sarti, City Recorder
 - 2. Staff Report-Thomas McIntosh
 - 3. Comments from the Audience (3 minutes each speaker)
 - 4. Council Action
- F. Resolution No. 23-1113 CWSRF Loan - Wastewater Masterplan
 - 1. Read by Title Only-Cindy Sarti, City Recorder
 - 2. Staff Report-Thomas McIntosh
 - 3. Comments from the Audience (3 minutes each speaker)
 - 4. Council Action
- G. Resolution No. 23-1114 CWSRF Point Source DEQ Funding Application
 - 1. Read by Title Only-Cindy Sarti, City Recorder
 - 2. Staff Report-Thomas McIntosh
 - 3. Comments from the Audience (3 minutes each speaker)
 - 4. Council Action
- H. Ordinance 23-716 Consent to Annex/Planning File No. 23-W005
 - 1. Read by Title Only 1st Reading-Cindy Sarti
 - 2. Staff Report-Thomas McIntosh
 - 3. Comments from the Audience (3 minutes each speaker)
 - 4. Council Action

VIII. Upcoming Agenda Items

IX. Non-Agenda Items from Council

X. Good of the Order

- A. Check Copies
- B. Claims in Excess of \$500

XI. Announcements

- Christmas Party December 7th 2pm-4pm - Community Center
- Economic Development December 14th at noon. City Hall.
- No Park Board Meetings until March 2024.
- Winston Offices will be Closed Monday, December 26th for the Christmas Holiday Weekend.

XII. Executive Session-Pursuant to ORS 192.660 (2)

XIII. Adjournment

AMERICANS WITH DISABILITIES NOTICE

As part of public policy, the City of Winston will attempt to provide public accessibility to seroices, programs and activities. If accommodation is needed to participate at this meeting, please contact Winston City Hall at 541-679-6739, at least 48 hours prior to the scheduled meeting time.



ORDINANCE NO. 23-716

AN ORDINANCE OF THE CITY OF WINSTON, OREGON, CITY COUNCIL, ANNEXING CERTAIN PROPERTY IDENTIFIED AS TAX LOT 2500 IN TOWNSHIP 28S, RANGE 6 WEST SECTION 15CB PROPERTY ID NO. R50432 WITHIN THE OWNERSHIP OF CHRISTOPHER AND LARISSA GILMORE.

NOW, THEREFORE, THE CITY OF WINSTON, OREGON, CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS OF FACT

- A. Pursuant to the provisions of ORS 222.125, the City Council of the City of Winston initiated annexation proceedings for the property.
- B. The Winston Planning Commission on September 20, 2023, held a public hearing on the proposed annexation and voted to forward a favorable recommendation to the Winston City Council to proclaim the annexation by ordinance, and adopted the following findings in support of their recommendation:
 1. The property proposed for annexation is wholly and completely within the current City of Winston Urban Growth Boundary.
 2. The subject property being annexed is currently designated by the City as Residential 3.0 DU/AC by the City Comprehensive Plan Land Use Plan Map.
 3. The subject property being annexed is currently zoned by the City as (RLA) Residential Low-Density A by the City Zoning Ordinance.
 4. Upon annexation, the subject property will not have to be withdrawn from any special district.
 5. The subject property being annexed is contiguous to the current city limits on its northeast property lines.
 6. The full 0.50-acre property is proposed for annexation into the City. The property consists of a single tract of land under the ownership of one property owner and elector. The property owner/ elector Christopher and Larissa Gilmore has requested the annexation under ORS 222.125.
 7. A statement of consent to annexation was filed with the City of Winston in the form prescribed by the City, signed by the owners/electors and dated June 15, 2023.
 8. The Winston City Council, under the authority of ORS 222.125, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

- C. Written notice of this application and its attendant hearings were mailed to surrounding property owners and affected parties on August 23, 2023. Notice of the City Council public hearing was also published in the News-Review newspaper on November 8, 2022.
- D. Notice was sent to Douglas County Planning on November 8, 2022, as per Section 7 Annexations, as agreed in the City of Winston/Douglas County Urban Growth Management Agreement. Douglas County Planning did not provide any comments on the proposed annexation.

SECTION 2. PROPERTY DESCRIPTION

A legal description of the subject property, as identified in Douglas County Clerk Records, instrument 2011-9779 and is attached, as part of this ordinance.

SECTION 3. ANNEXATION ORDERED

Based upon the above Findings of Fact and the recommendation of the Winston Planning Commission, the City Council hereby declares the annexation of the above-described property to be in the best interest of the City, dispenses with holding of an election, and proclaims the property annexed into the City.

SECTION 4. EFFECTIVE DATE

The effective date shall be the date this annexation is filed with Oregon Secretary of State and the Oregon Department of Revenue. For all other purposes, this Ordinance shall take effect thirty (30) days from the date of City Council approval and adoption.

FIRST READING BY THE CITY OF WINSTON OREGON CITY COUNCIL ON THIS 4TH DAY OF DECEMBER 2023.

EXHIBIT 1

CITY OF WINSTON CITY COUNCIL NOTICE OF PUBLIC HEARING

November 8, 2023

7:00 P.M. Monday, December 4, 2023
City Hall, Council Chambers
201 NW Douglas, Winston, OR 97496

The City of Winston City Council will be conducting a public hearing as prescribed in the City of Winston Municipal Code, and accept testimony at the time and place noted above, concerning the following Land Use Change Application:

- 1) Christopher and Larissa Gilmore request for annexation of a .50 acre unit of land lying outside of the current city limits. The subject property is described as Tax Lot 2500 in Section 15CB Township 28S, Range 6W, W.M.; Property I.D. No R50432. The property is located off Winston Section Road, northwest of its intersection with Pepsi Road, and is contiguous to the city limits within the Winston Urban Growth Boundary. The property proposed for annexation is designated Residential 3.0 DU/AC and zoned (RLA) Residential Low Density A. **Planning Department File No. 23-W005.**

Applicable Criteria: This application is subject to the applicable provisions of the Winston Comprehensive Plan and the applicable criteria of Section 154 of the Winston Municipal Code and Oregon Revised Statutes (ORS) 222.125.

PROPOSAL: The City Council will review the above-referenced annexation for conformance with the applicable criteria. City Council will accept public testimony and make a decision on the application after the Public Hearing. **The deadline for filing comments on any of the applications is Monday, November 27, 2023 at 5:00 p.m.**

PUBLIC HEARING

All interested parties will be allowed opportunity to submit testimony, written or oral, at the hearing. Failure of an issue to be raised in the hearing, in person or in writing, or failure to raise constitutional or other issues relating to proposed conditions of approval, with sufficient specificity to afford the approving authority an opportunity to respond to the issue precludes appeal based on that issue.

In order to have standing under this chapter, a person shall be recognized as a party by the City Council. Party status, when recognized as by City Council establishes the right of the person to be heard, either orally or in writing, and pursue a review or appeal under this chapter.

A written request for establishment of party status shall be made at least seven (7) days before the date set for a quasi-judicial public hearing by any person filing with the City Manager a written statement regarding the application being considered. Such statement shall include: the name, address and telephone number of the person filing the statement; how the person qualifies as a party; comments which the party wishes to make with respect to application under consideration; and, whether the person desires to appear and be heard at the hearing.

EXHIBIT 1

Other persons may be granted party status by City Council at the time of the public hearing upon a finding that the person requesting party status is specially, personally, adversely and substantially affected by the subject matter. The burden for showing that party status should be granted shall rest with the person requesting party status.

General Conduct of Hearing. The following rules apply to the general conduct of the hearing: {a) No person shall be disorderly, abusive or disruptive of the orderly conduct of the hearing. (b) No person shall testify without first receiving recognition from the President and stating their full name and address. {c) No person shall present irrelevant, immaterial or unduly repetitious testimony or evidence. Formal rules of evidence as used in courts of law shall not apply. Evidence received at any hearing shall be of the quality that reasonable persons rely upon in the conduct of their everyday affairs. {d) Audience demonstrations such as applause, cheering and display of signs, or other conduct disruptive of the hearing, shall not be permitted. Any such conduct may be cause for immediate suspension of the hearing.

Written comments and materials may be submitted at any time prior to, or at the public hearing. Submittals can be made in person or by mail to the contact person listed below. The application and all documents and evidence submitted by or on behalf of the applicant and the applicable criteria are available for inspection at no cost and will be provided at reasonable cost upon request. The staff report will be available for inspection at least seven (7) days prior to the hearing and a copy will be provided at reasonable cost upon request.

Thomas McIntosh
Community Development Director
City of Winston
201 NW Douglas Blvd
Winston, OR 97496
(541) 679-6739

Mark Bauer
City Manager
City of Winston
201 NW Douglas Blvd
Winston, OR 97496
{541) 679-6739



Pepsi-Cola Bottling Co Of Roseburg



1" = 158'

EXHIBIT 3



201 NW Douglas Blvd • Winston, OR 97496 • 541.679.6739 • Fax 541.679.0794

December 1, 2023

STAFF REPORT

TO: WINSTON CITY COUNCIL

FROM: WINSTON COMMUNITY DEVELOPMENT

RE: Christopher and Larissa Gilmore request for annexation of a .50 acre unit of land lying outside of the current city limits. The subject property is described as Tax Lot 2500 in Section 15CB Township 28S, Range 6W, W.M.; Property I.D. No R50432. The property is located off Winston Section Road, northwest of its intersection with Pepsi Road, and is contiguous to the city limits within the Winston Urban Growth Boundary. The property proposed for annexation is designated Residential 3.0 DU/AC and zoned (RLA) Residential Low Density A. **Planning Department File No. 23-W005.**

STAFF EXHIBITS

1. Notice of Public Hearing
2. Property Owners within 150 Feet
3. Staff Report
4. Vicinity Map
5. Assessor Map B copy of T28S, R6W, Sec 15CB

INTRODUCTION

The applicant, Chris and Larissa Gilmore, is requesting annexation of a .50 acre property into the City of Winston in order to facilitate the full connection of sanitary sewer. The applicant/property owners existing onsite sanitary waste system is currently in full failure which has necessitated an emergency connection into the City's gravity mainline located in Winston Section Road.

The subject property is located in the northeastern portion of the City directly off Winston Section Road and is contiguous to the city limits and within the Urban Growth Boundary (UGB). The subject territory is currently developed with a 1948 single family dwelling. The applicant is wanting to annex the remainder of the territory into the City in order to authorize connection to the City's sanitary sewer system. No additional development is proposed at this time.

The property proposed for annexation is designated Residential 3.0 DU/AC and zoned (RLA) Residential Low Density A. The adjacent and immediately surrounding properties to the south, west and north are zoned RLA. Directly to the south across Winston Section Road is property zoned Limited Industrial (Pepsi Plant). Directly to the northwest is property zoned Medium Density Residential (RM) while to the north east is property zoned

Agriculture - Open Space (A-O) where the South Fork Recreational Vehicle Park currently resides.

FINDINGS OF FACT

1. The annexation application was submitted and deemed complete on June 15, 2023.
2. Notice of a Public Hearing before Planning Commission was given in accordance with Section 154.180 of the WMC. Notice was sent to affected property owners of record within 150 feet of the proposed request, and to service providers and governmental agencies on August 23, 2023.
3. A public hearing before Planning Commission was held on September 20, 2023 and the application was given a recommendation of approval to be forward to City Council.
4. Notice of Public Hearing before City Council was given in accordance with Section 154.180 of the WMC and was sent out November 8, 2023. Legal Notice was provided to the News Review of the public hearing on November 8, 2022 and was published November 22, 2022.
5. The subject property has one primary point of access directly off Winston Section Road. No structural development is proposed so no findings are necessary directly associated with access.
6. The subject property has access to the Winston Dillard Water District by extension from Winston Section Road.
7. The subject property does not have access to the City of Winston Sewer system which is the main reasons for the request for annex. There is an existing mainline that runs directly beneath Winston Section Road and the applicant proposes a connection in order to mitigate the emergency sewer situation.
8. Present Situation: The subject property currently has one existing single-family dwelling and is surrounded by residential development. Winston Section is under improved and does not have the infrastructure capacity that is required for a local residential road, however Winston Section Road is under the jurisdiction of Douglas County.
9. Plan Designation: Residential (3.0 DU/Acre).
10. Zone Designation: Residential Low Density (RLA).
11. Overlays: The subject property is not located within the 100-year flood plain. The property is not located within a regulated DSL wetland.

COMPREHENSIVE PLAN FINDINGS AND POLICIES

1. Transportation System: The property fronts onto Winston Section Road (County Road 111) which is designated as a Local Road in the Douglas County Comprehensive Plan and under Douglas County jurisdiction. Roads with these types of designations and inside urban areas are required to have a 56 foot right of way width. Winston Section Road currently has a 30 foot right of way width where it fronts the subject property. There is no essential nexus to require the dedication of additional right away given the nominal nature of the application.
2. Transportation Connectivity: Connectivity would have to be provided as part of this development. The existing connectivity precedent will perpetuate due to the minimum request of the application. Winston Section Road is a dead-end street that has a local residential street designation. Winston Section Road has proper connectivity and functions as a minor collector facilitating the appropriate amount of traffic north and south on the western portion of the City.

3. Pedestrian & Bicycle Access: No of the residential streets the property fronts are designated pedestrian and bicycle path. No interior bicycle path is required or proposed for the internal street system. Sidewalks will be installed and constructed as part of this development.
4. Public Open Spaces: No public park or open space is proposed with this development.

APPLICABLE CRITERIA

FINDINGS OF FACT:

1. The 0.50-acre property being annexed is adjacent to the city limits in its entirety.
2. The subject territory is currently developed with an existing 1948 single family dwelling.
3. The 0.50-acre property proposed for annexation is designated Residential 3.0 DU/AC by the City of Winston Comprehensive Plan. The plan designation of the subject territory will remain the same upon annexation.
5. The subject 0.50-acre property is under the ownership of Christopher and Larissa Gilmore.
6. Upon annexation, the subject property will not have to be withdrawn from any special district.
7. Public services to the subject territory, including water and fire protection services, are currently provided by Winston-Dillard Water District and Winston-Dillard Fire District. Annexation into the City will authorize connection to the City's sanitary sewer service.
8. The subject property is not located within the 100-year floodplain. Upon annexation, the property will continue to be used for residential purposes. No additional residential development is proposed with the annexation at this time.

APPLICABLE CRITERIA

1. Oregon Revised Statutes (ORS) 222.111(1) & (2) states as follows:
 - When a proposal containing the terms of annexation is approved in the manner provided by the charter of the annexing city or by ORS 222.111 to 222.180 or 222.840 to 222.915, the boundaries of any city may be extended by the annexation of territory that is not within a city and that is contiguous to the city or separated from it only by a public right of way or a stream, bay, lake or other body of water. Such territory may lie either wholly or partially within or without the same county in which the city lies.
 - A proposal for annexation of territory to a city may be initiated by the legislative body of the city, on its own motion, or by a petition to the legislative body of the city by owners of real property in the territory to be annexed.
2. The property proposed to be annexed is wholly and completely within the current City of Winston Urban Growth Boundary. The subject property is located in the northeastern portion of the UGB and is contiguous to the city limits (directly to the south below the Pepsi Plant).
3. The owner of the real property in the territory to be annexed has submitted a written consent for annexation under ORS 222.125. This annexation request is being reviewed under the provisions of ORS 222.125.
4. ORS 222.125 states as follows:

The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

- The subject property proposed to be annexed is wholly and completely within the current City of Winston Urban Growth Boundary.

The 0.50-acre property is proposed for annexation into the City of Winston. The subject property consists of a single tract of land under the ownership of one property owner and elector. The property owner/elector, Christopher and Larissa Gilmore, has requested the annexation under ORS 222.125.

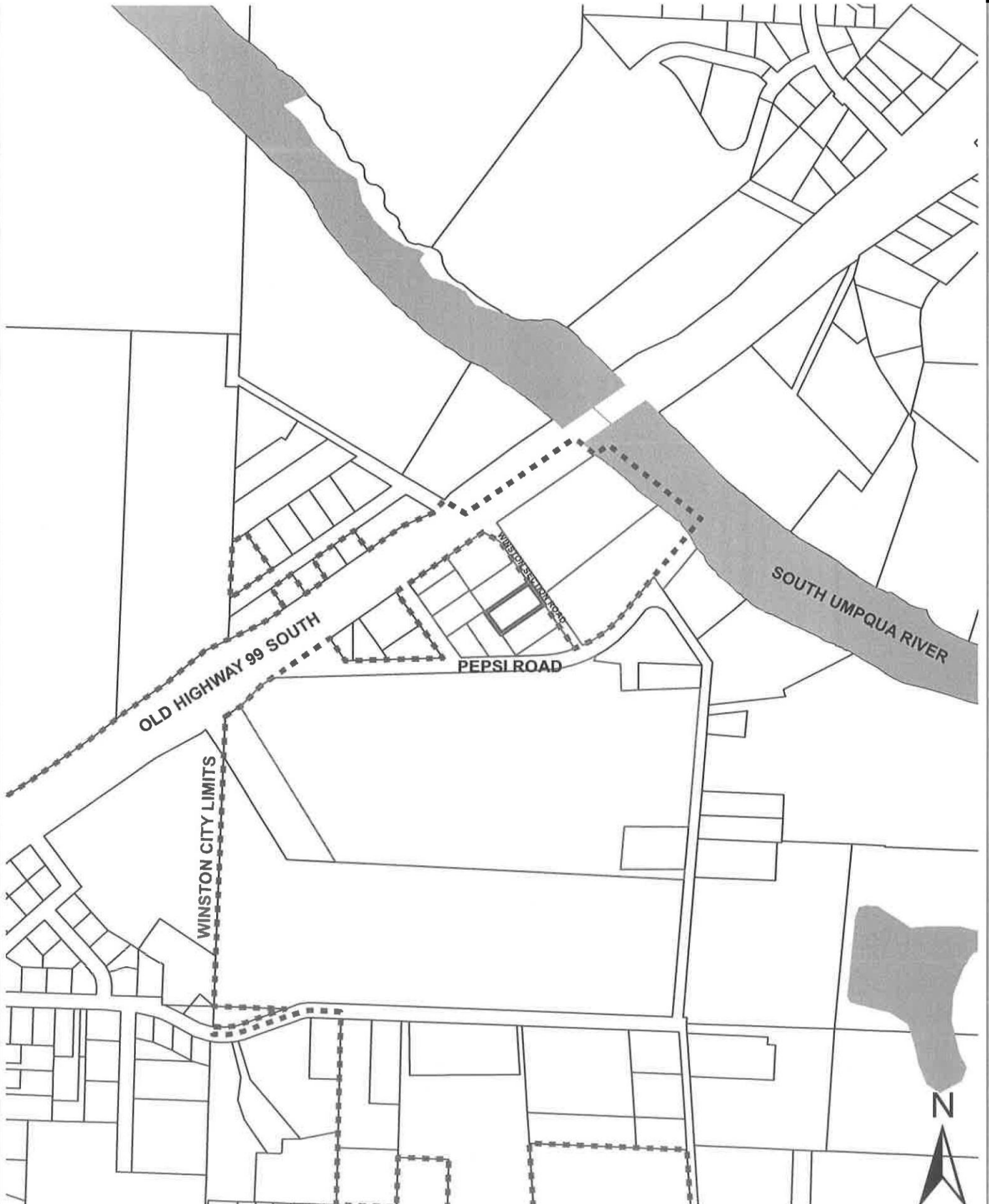
The subject territory being annexed is adjacent to the Winston city limits on its east and north property lines. The territory is considered contiguous to the city limits.

A statement of consent to annexation has been filed with the City of Winston in the form of a "Consent to Annexation to the City of Winston, Oregon", signed by all of the owners/electors (Christopher and Larissa Gilmore) and dated June 15, 2023.

The Winston City Council, under the authority of ORS 222.125, need not call or hold an election nor hold the hearing otherwise required by ORS 222.120. The City Council, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

SAMPLE MOTION

Move for City Council adopt the findings of the staff report and proclaim the said .50-acre property owned by Chris and Larissa Gilmore, to be annexed to the City of Winston according to ORS 222.125.



THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSE ONLY.

NW1/4 SW1/4 SEC.15 T.285. R.6W. W.M. DOUGLAS COUNTY

REVISED ON 6-18-15

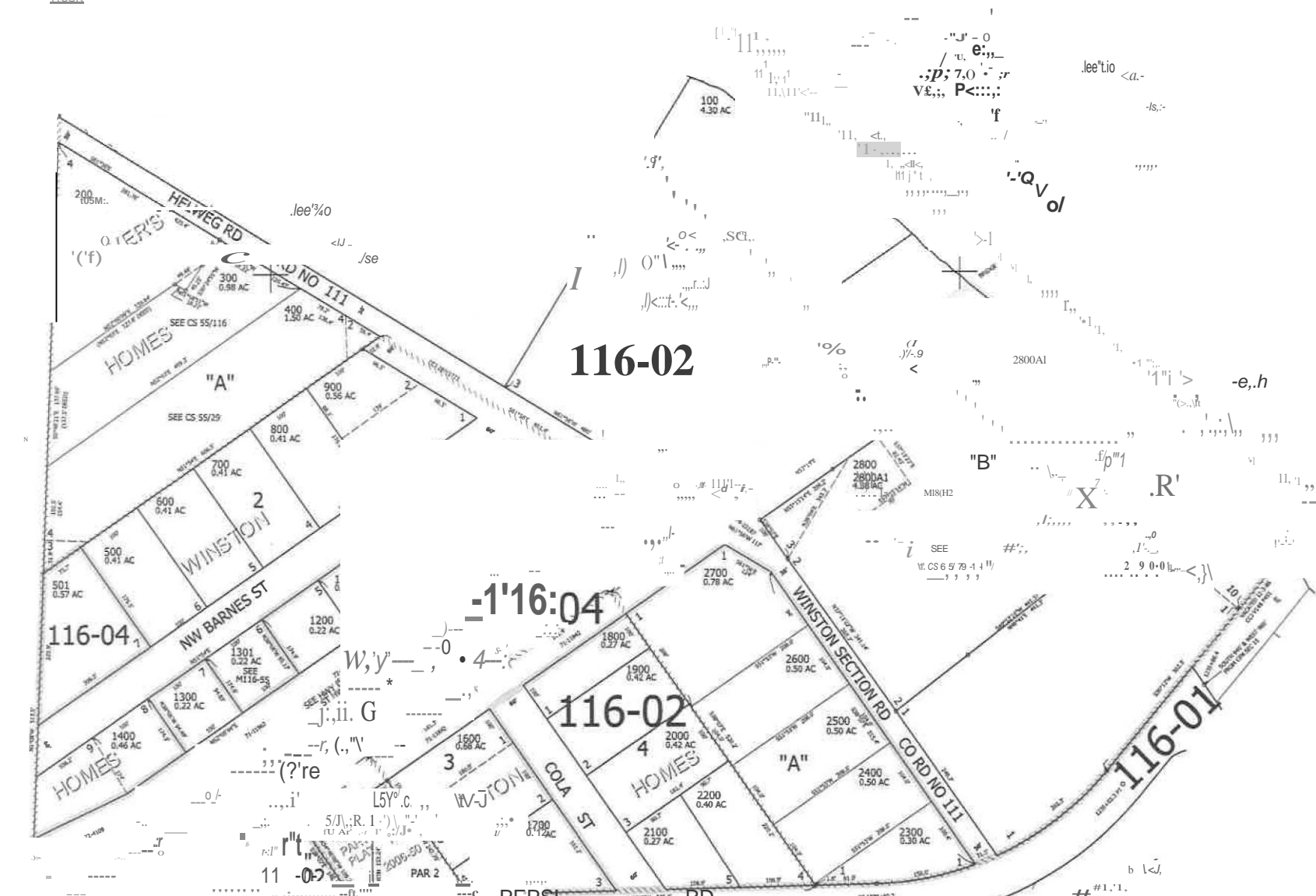
28 6 1SCB WINSTON

1" = 100'

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CANCELLED NOS

C 5-C.Y. (5)



116-04

116:04

116-02

116-01

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SEE MAP 28 6 1SC

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547,000

28 6 1SCB WINSTON

RESOLUTION NO. 23-1110



A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT FROM DOUGLAS COUNTY FOR THE PURCHASING OF NEW EQUIPMENT TO BE PROVIDED TO THE SENIOR CENTER PROGRAM IN THE AMOUNT NOT TO EXCEED \$3,075.

WHEREAS the city of Winston owns and operates the Community Center located at 440 SE Grape Street, wherein an area is leased by the Senior Center program; and,

WHEREAS Winston City Council stands in support of the Senior Center services for the benefit and support it offers the community; and,

WHEREAS Winston City Council finds it's necessary to identify all available revenue sources to allow for the needed replacement of items and equipment directly associated with the functionality of the program.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF WINSTON OREGON CITY COUNCIL:

SECTION 1. The City Manager is hereby authorized to accept a grant from Douglas County for the purchasing of shelving equipment and new flatware for the Senior Center program as outlined in Staff Report No. 23-17 dated 11/29/2023, attached hereto, and incorporated by reference.

SECTION 2. This resolution shall be in effect upon the date of its adoption.

ADOPTED BY THE CITY OF WINSTON OREGON CITY COUNCIL ON THIS 4TH DAY OF DECEMBER 2023.

APPROVED BY THE MAYOR ON THIS 4TH DAY OF DECEMBER 2023.

David S. Rutter, Mayor

Attest:

Cindy M. Sarti, City Recorder



Staff Report

23-017

Subject: Senior Center Grant

Date: November 29, 2023

Prepared by: Thomas McIntosh, Assistant City Manager

Title: Resolution No. 23-1110

Background: The Community Center was constructed and dedicated to the City of Winston in 2000 and shortly thereafter the Senior Center program was established. The main focus of the program is its meals on wheels which offers delivery to a large geographic area.

Analysis: The Senior Center has supported the elderly in the area by providing meals on wheels and has operated independently within the community center for several years. The items and equipment they utilize routinely need replacement. Douglas County's grant program will allow funding to facilitate shelving equipment along with new flatware.

Recommendation: Approve Resolution No. 23-1110

Financial Impact: The city will receive \$3,075 to be directly provided to the senior center program for the purchasing of a six-tier shelving unit along with new flatware. There will be no financial impact.

GRANT AGREEMENT

This Grant Agreement is made and entered on the ____ day of _____ 2023, between DOUGLAS COUNTY, a political subdivision of the State of Oregon ("County"), and CITY OF WINSTON ("Grantee"), on behalf of the Winston Community Center.

THE PARTIES AGREE:

1. County shall contribute up to but no more than \$3,075.00 to Grantee. County will pay Grantee within 30 days of the date all parties have signed this agreement. The grant funds shall be used exclusively for the purchase of the following:

Quantity	Description
1	Drop Mat 6 Tier Shelving Unit w/ship21!!9 and installation
5	Flatware w/shipping and installation

All the above items shall be purchased in new condition. Grantee shall furnish to the County Accountant all records and/or receipts of purchases within 15 days after making the purchase. Grantee has until November 30, 2023 to expend the grant funds. Grantee shall return to the County any unexpended grand funds no later than December 31, 2023.

2. Grantee shall comply with all requirements of this grant agreement (including the attached grant application and all applicable provisions of the State Grant Agreement Number 177996).

3. Grantee shall timely furnish to the County Accountant all records, reports, data, and information related to Grantee's compliance with this grant agreement that he may reasonably require.

4. If Grantee substantially fails to comply with any terms or conditions of this grant agreement, then County may give written notice of such noncompliance to Grantee; may suspend or terminate this grant agreement, in whole or in part; may withhold the disbursement of funds to the Grantee; may compel Grantee to relinquish control of and return all funds under this grant agreement to County; or may exercise any other rights under the law.

5. Nothing in this grant agreement, or the Constitution, statute, or Code is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, principal and agent, or partners, between the parties. The County exercises no control over. is not responsible for the acts or omissions of, and assumes no responsibility to or for the acts or omissions of Grantee or the officers, employees, agents, or contractors of Grantee. The Grantee shall not claim any relationship with the County as agent, representative, employee, or partner.

6. Grantee shall hold the County harmless and shall defend and indemnify the County from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the performance or nonperformance of the Grantee or its officers, employees, agents, and contractors; or arise out of or are related to the project.

7. Any amendments to this grant agreement must be executed in writing, signed by a duly authorized representative of both parties and approved by the Board of County Commissioners.
8. This grant agreement constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this grant agreement.
9. Officers, employees, and agents of County will not have any direct, personal liability to Grantee.
10. Grantee shall not provide or offer to provide any appreciable pecuniary or material benefit to any officer or employee of County in connection with this grant agreement in violation of ORS chapter 244 or County Personnel Rule 20.2.
11. County's obligation to make payment is conditioned upon appropriation of funds. Any obligation of County under this grant agreement that violates the debt limitation, or other provision, of the Oregon Constitution or Oregon statute will be void.
12. Compliance with the provisions of this grant agreement may be waived only by a written waiver signed by the party waiving its rights. Waiver of compliance with one provision will not be deemed to waive compliance with any other provision.

GRANTEE \ J
 '1/4 - 77/1
 BY _____
 Print Name THOMAS THOMPSON
 Title ASSOCIATE CITY MANAGER
 Date-f-__c.,,.,,;:a,_____

DOUGLAS COUNTY BOARD OF COMMISSIONERS
 By _____
 Chair
 By _____
 Commissioner
 By _____
 Commissioner
 Date _____

REVIEWED AS TO FORM
 By _____
 Office of Douglas County Counsel
 Date _____



RESOLUTION NO. 23-1111

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SECOND EXTENSION OF AN INTERGOVERNMENTAL AGREEMENT WITH DOUGLAS COUNTY FOR STORAGE AND DISPOSAL OF ABANDONED RECREATIONAL VEHICLES AND MOTORHOMES TOWED FROM CITY PROPERTY.

WHEREAS on occasion, the Winston Police and Public Works Departments are required to manage the removal of abandoned RV's, bumper trailers, 5th wheel trailers and Motorhomes, in a city right of way, park or other publicly owned properties; and,

WHEREAS the Douglas County Solid Waste Department has identified an area to allow for the City's abandoned RV's, at a rate of \$10.00 per day, to be stored or until such time as the City can locate the owner of the RV or the State required 90 days elapses before it can be sold or destroyed; and,

WHEREAS at the end of the 90-day period, at the City's request and expense, the County may dispose of the abandoned RV; and,

WHEREAS the City first entered into an agreement with Douglas County for this purpose in July of 2021; and,

WHEREAS the attached agreement represents the second extension of the original agreement.

NOW, THEREFORE BE IT RESOLVED THAT, THE CITY OF WINSTON, OREGON, CITY COUNCIL:

SECTION 1. The City Manager is hereby authorized to enter into an Intergovernmental Agreement with Douglas County for the storage and eventual disposal of abandoned RV's and Motorhomes removed from city property for a fee of \$10 per day for storage and all costs incurred at time of disposal. Staff Report WPA 23-04 and the Agreement are attached hereto and incorporated by reference.

SECTION 2. This resolution shall be in effect upon the date of its adoption.

ADOPTED BY THE CITY OF WINSTON OREGON CITY COUNCIL ON THIS 4TH DAY OF DECEMBER 2023.

APPROVED BY THE MAYOR ON THIS 4TH DAY OF DECEMBER 2023.

David S. Rutter, Mayor

Attest:

Cindy M. Sarti, City Recorder



Staff Report

WPD23-04

- Subject:** Resolution 23-1111
- Date:** 12-04-2023
- Prepared by:** Brandon Sarti, Chief of Police
- Attachments:** Intergovernmental (IGA) Douglas County Solid Waste Department.
- Background:** For the last couple of years tow companies throughout Oregon have stopped towing RV's and motorhomes. This is because of the cost of disposing one of these vehicles. The overall costs are more then what the vehicle is worth. Douglas County Sheriffs have been storing RVs in a lot at the Douglas County Land Fill per an agreement made between Douglas County and the Sheriff's Office. The City of Winston reached out to Douglas County to see if we could get into an agreement with them to store and eventually dispose of these types of vehicles.
- Analysis:** After discussion with Douglas County, we have created an IGA that will allow the city of Winston to have a location to store and eventually dispose of RV's and motorhomes. Douglas County will charge the City of Winston \$10.00 per day for each day of storage. Douglas County will charge the City of Winston all incurred costs if the RV is being disposed of.
- Recommendation:** Staff recommends Council approve Resolution 23-1111 approving the intergovernmental agreement with Douglas County for storage and disposal of RVs.
- Financial Impact:** The financial impact of this agreement will be incurred costed of \$10.00 per day of storage and all occurred cost to dispose of the RV or motorhome.

SECOND EXTENSION OF INTERGOVERNMENTAL AGREEMENT

This second extension of intergovernmental agreement ("second extension") is entered into on this __ day of _____, 20__, by and between the CITY OF WINSTON, a municipal corporation (CITY) and DOUGLAS COUNTY, a political subdivision of the State of Oregon (COUNTY).

On or about July 28, 2021, City and County entered into an intergovernmental agreement, filed in the Douglas County Court Journal on July 28, 2021, under recording No. CJ 2021-0767 ("original agreement"). The parties then entered into a first extension of intergovernmental agreement, filed in the Douglas County Court Journal on October 5, 2022, under recording No. CJ 2022-1064 ("first extension"); and then a first modification of intergovernmental agreement, filed in the Douglas County Court Journal on November 23, 2022, under recording No. CJ 2022-1257 ("first modification"). The original agreement, first extension, first modification and this second extension together shall be referred to as "this agreement."

CITY AND COUNTY AGREE:

- 1. **EXTENSION:** The term of this agreement is extended to July 28, 2024, subject to early termination as otherwise provided
- 2. **ENTIRE AGREEMENT:** Except as modified herein, the terms and conditions of the original agreement and all prior extensions and modifications shall apply.

CITY OF WINSTON

By _____
Title _____
Date _____

ATTEST:

By _____
City Recorder
Date _____

REVIEWED AS TO FORM

By _____
Office of County Counsel
Date _____

**DOUGLAS COUNTY
BOARD OF COMMISSIONERS**

By _____
Chair
By _____
Commissioner
By _____
Commissioner
Date _____

REVIEWED AS TO CONTENT

By _____
County Department Head
Date _____
Coding _____

RESOLUTION NO. 23-1112



A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WINSTON AREA COMMUNITY PARTNERSHIP TO LEASE AREA WITHIN THE COMMUNITY CENTER FOR THE PERPETUAL OPERATION OF THE TEEN CENTER PROGRAM.

WHEREAS the city of Winston owns and operates a Community Center facility located at 440 SE Grape Street, wherein an area is leased by Winston Area Community Partnership for the Teen Center program; and,

WHEREAS the first lease agreement was executed via resolution in 2008 and the city now finds it necessary for it to be updated and revised; and,

WHEREAS the city stands in support of Winston Area Community Partnership for the benefit the Teen Center program offers to Winston and has agreed on all areas to be updated and revised.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF WINSTON OREGON CITY COUNCIL:

SECTION 1. The City Manager is hereby authorized to enter into an the lease agreement with Winston Area Community Partnership for the Teen Center program as outlined in Staff Report No. 23-18 dated 11/29/2023, attached hereto, and incorporated by reference.

SECTION 2. This resolution shall be in effect upon the date of its adoption.

ADOPTED BY THE CITY OF WINSTON OREGON CITY COUNCIL ON THIS 4TH DAY OF DECEMBER 2023.

APPROVED BY THE MAYOR ON THIS 4TH DAY OF DECEMBER 2023.

David S. Rutter, Mayor

Attest:

Cindy M. Sarti, City Recorder



Staff Report

23-018

Subject: Teen Center lease Agreement

Date: November 30, 2023

Prepared by: Thomas McIntosh, Assistant City Manager

Title: Resolution No. 23-1112

Background: The Community Center was constructed and dedicated to the City of Winston in 2000 and in 2008 the teen center operation was established within a specific area. The focus of the program is to offer the teens a safe environment after school hours to complete homework projects and learn life skills.

Analysis: The City has been monitoring the foyer area along with the exterior areas of the Community Center building and have observed teen activity that causes concern. The situation will be addressed by revisiting the parameters of the teen center lease agreement and introducing some additional provisions to allow for the safety and security of the building and those participating in the teen center program.

Recommendation: Approve Resolution No. 23-1112

Financial Impact: The City will receive a monthly amount of \$850 as a specified leased amount, which constitutes an increase over the \$365 that has been maintained for several years.

WACP and City of Winston Lease Agreement

BETWEEN: CITY OF WINSTON (Lessor)

AND

LESSEE: WINSTON AREA COMMUNITY PARTNERSHIP (WACP) (Lessee)

DATE: _____, 2023

This lease agreement is made on the 4th day of December, 2023, between the City of Winston, a Municipal Corporation, and Winston Area Community Partnership (WACP) .

I. Property Description: The portions of the Winston Community Center known as the Teen Center, and the Office nearest the Teen Center, known as the Teen Center Director's office, and the small closet space located next to the office, all located at 440 Grape Street, Winston, Oregon.

II. Definitions

1. "Administrative Duties" means all aspects of personnel tasks directly related to the running and maintaining the Teen Center operation.
2. "City" means the jurisdiction body of the City of Winston, Oregon.
3. "Equipment" means possessions belonging to WACP that facilitate Teen Center operations.
4. "Furnishings" means furniture and all other fittings for the general usage of the Teen Center.
5. "Insurance Documents" means proof of insurance in the form of an insurance certificate to cover all liability aspects of Teen Center operations.
6. "Loitering" means to stand or wait around idly with no inherit purpose.
7. "Perishable Items" means foods that spoil, decay, or become unsafe to consume if not kept refrigerated.
8. "Property" means all equipment and furnishings belonging to WACP or the City.
9. "Supplies" means resources that allow WACP to carry out its function.
10. "Volunteers" means those persons who freely offer to take part in WACP operations directly associated with the running and maintaining Teen Center operations.
11. "WACP" means Winston Area Community Partnership.

- III. Terms of Agreement: The terms of this agreement shall be for an initial period of two (2) years, running December 4, 2023, through December 31, 2025. The parties agree that this lease may be extended with the mutual agreement of both parties. WACP shall advise the City of their intention to renew the agreement at least 60 days prior to the conclusion of this contract. The "leased area" shall be defined as the 925 square foot Teen Center room, 100 square foot office and 100 square foot storage area for a total of 1,125 square feet.
- IV. Compensation for the Lease: WACP agrees to pay the City of Winston \$850 per month (which includes contributions to internet services). The payments shall be made on the following schedule: On or before the 5th day of each month.
1. Interest and Late Charges. - Any rent or other payment required of **WACP** by this lease shall, if not paid within 10 days after it is due, bear interest at the rate of 10% per annum from the due date until paid. If Tenant fails to make any rent payment within 20 days after it is due, City may impose a late charge of 5% of the overdue payment to reimburse City for the costs of collecting the overdue payment. Collection of a late charge shall not waive the breach caused by the late payment.
- V. WACP Obligations:
1. WACP shall operate the leased premises and provide the following services: Programs for Winston youth, an office for the administrative duties of the Teen Center and a small storage area in support of the Teen Center.
2. Furnishings and Equipment: WACP shall provide all furnishings and equipment unless otherwise agreed upon by both parties. WACP must provide a written description of all items and equipment including furnishings and other items that belong to WACP. WACP must keep an accurate list with the City with a complete up to date accounting of all of the aforementioned property, and provide such information to the City within sixty days of the signing of this agreement. WACP shall submit an updated list if significant changes take place which constitute an overhaul of materials or equipment. The necessary list may be submitted in physical or electronic format and will be placed in the WACP file at Winston City Hall. Should WACP desire to add additional furnishings and equipment to the Teen Center space, WACP shall submit a request to City Hall and gain approval prior to the proposed project or update being carried out by WACP. City staff will review the request and determine within 5 business days if the request can be approved and does not cause conflicts with other permitting requirements at the local or county level. WACP shall be responsible for the cost, permitting and installation of and addition of equipment or changes to the Teen Center space as requested by WACP and approved by the City Council.

3. Personnel and Supplies: WACP shall provide proper supervision of all youth activities while in and outside the Teen Center facilities. WACP shall furnish all supplies necessary for services provided by the Teen Center. WACP shall be responsible to provide for custodial services and garbage removal including but not limited to floor maintenance, windows, walls, countertops, sinks, cleaning products, garbage bags paper products necessary to keep rooms clean and free of debris accumulation. This includes all material necessary to operate any electrical equipment, light bulbs, switches etc. that may have been added by WACP outside of the original construction of Teen Center space.
4. WACP is required to allow City Staff and/or its agents to enter the premises, at reasonable times, to inspect, maintain, or make repairs, alterations, or additions to the premises.
5. All employees of WACP, including volunteers, shall have background checks to ensure that they are cleared to work with youth.
6. Teen Center activity is to take place within the leased area only. No other area within the Community Center, including the front foyer or other open shared use areas shall be used for Teen Center programs or any other usage by the Teen Center with the exception of supervised trips to the library. All access to and from the Teen Center shall be made through the outside entrance to the Teen Center. Outdoor lawn area usage within Community Park shall be in an identified area agreed upon by the City, damage to lawns, shrubs, trees etc., shall be WACP's responsibility to maintain and/or repair at the expense of WACP.
7. Teens shall be supervised by an adult at all times when leaving the leased area. No loitering on City premises will be allowed. WACP shall be responsible for youth participant safety during their time at the Teen Center. WACP shall be responsible for ensuring the teens that have checked out of the program for the day leave city premises in order to avoid mutual liability. The premises includes the Community Center building and property located at 440 SE Grape Street Winston Oregon, 97496, with the exception of the community park located on said property.
8. WACP shall be responsible for keeping the 100-foot storage room area compliant with fire and public safety regulations. The City shall have the ability, with a 30 minute notice during business hours, to inspect the storage room area to ensure fire suppression is not encumbered and access to maneuver the area is not prevented.
9. Any contractual agreements that introduce new uses or activities, between WACP and any other jurisdiction or other, already in place shall be provided to the City to be placed on record. Any future contract including with the Winston Dillard School District shall be reviewed and approved by the City prior to its execution. Any subletting of the space shall be approved by the City Council.

10. No activities shall be permitted that constitute the preparation or cooking of perishables items. Only microwave heating is permitted, and all dishes shall be washed in the commercial kitchen, unless compliant with county and local permitting regulations.
11. WACP is responsible for establishing and maintaining their own independent internet account.
12. Alterations: WACP has inspected the premises, and the premises are now in good condition and repair. WACP shall take good care of the premises and shall not alter, repair or change the premises without the prior written consent of the City. WACP shall, at the termination of this agreement, leave the premises in as good order and condition as when received. Reasonable wear and tear, damage from the elements, fire, acts of God, or other casualty shall be excluded. Any permanent change to the premises shall become the ownership of the City. Permanent changes would include but not be limited to changes to any hardware, wired lights etc.
13. Insurance: WACP shall procure and maintain insurance with financially sound and reputable insurers or maintain a reasonable system of self-insurance appropriate to the risks associated with operations of the premises. All insurance documents shall name the City of Winston as an additionally insured. WACP shall allow the City to review its Audited Financial statement to determine whether or not WACP could be self-insured.
14. The folding security gate (Uline 7-8 x 7) electronically proposed by WACP (or a similar device that's agreed upon by the City and WACAP) via email to City staff on June 20, 2023 shall be installed in the foyer area of the Community Center to allow for sufficient containment of Teen Center activities.

VI. City Obligations:

1. Use: The City shall allow WACP the exclusive use of said leased premises unless prior consent of WACP is obtained.
2. Maintenance: City shall maintain the roof, foundation, plumbing, heating system, air conditioning system, floors, exterior walls and the interior of building in general good repair and condition. WACP shall give immediate notice to the City of any need for repairs or corrections.
3. City shall provide an exterior dumpster for garbage removal. WACP shall be responsible for garbage removal from leased areas and disposal into the dumpster.
4. Utilities: City shall obtain all utility services required for the premises and shall pay all charges for those services. This includes water, electric, sewer, and garbage disposal services. WACP is responsible for its own internet services.

5. Parking area and Common Facilities: The phrase common facilities include, but is not limited to, sidewalks, planted areas, halls, open means of ingress and egress, restrooms, and other similar areas. City shall maintain and keep the parking areas and the common facilities in good order, condition and repair, including adequate lighting, painting, drainage, and the like. None of the common facilities within the building shall be subject to WACP operations and shall be use by WACP for either supervised movement from the Teen Center to the restroom or library.
6. The City is responsible for monitoring the Community Center, including the Teen Center area for safety and security purposes.
- VII. Mediation: Any and all incidents identified by City staff shall require a mediation session to explore good faith solutions prior to termination of this agreement.
- VIII. Notice: Necessary communication shall take place directly between City staff and the WACP board. WACP staff may contact City staff for any necessary general requests directly related to the running and maintenance of the Teen Center space.
- IX. Relationship: The City of Winston and WACP shall not be deemed to be joint venturers or partners of one another, and neither party shall have any power to bind or obligate the other whatsoever.
- X. Termination: This agreement may be terminated by either by serving written notice to the other party at its official address sixty (60) days prior to termination.
- XI. Attorney Fees: In any proceeding to enforce or interpret this agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorney fees, costs and expenses incurred by the prevailing party before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review.
- XII. Severability: If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effort to the greatest extent permitted by law and shall in no other way be affected, impaired or invalidated.

WINSTON AREA COMMUNITY
PARTNERSHIP

MARK D. BAUER, CITY MANAGER

ATTEST:

CINDY M. SARTI, CITY RECORDER

RESOLUTION NO. 23-1113



A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO SUBMIT A CLEAN WATER STATE REVOLVING FUND PLANNING LOAN APPLICATION FOR THE COMPLETION OF A WASTEWATER MASTERPLAN FOR AN AMOUNT NOT TO EXCEED \$100,000.

WHEREAS the City of Winston operates a sanitary sewer conveyance system including pump stations and a treatment plant; and,

WHEREAS a wastewater masterplan was completed in 2016 by SHN Consulting Engineers & Geologists, INC to which the city now finds to be outdated and no longer a via resource in evaluating the sewer conveyance system; and,

WHEREAS the Department of Environmental Quality have established a Clean Water State Revolving Fund Planning Program that allows 100% forgiveness for up to \$100,000 for the completion of wastewater master plans; and,

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF WINSTON OREGON CITY COUNCIL:

SECTION 1. The City Manager is hereby authorized to apply with the Department of Environmental Quality for the CWSRF Planning Loan to complete a wastewater masterplan as outlined in Staff Report 23-19, attached hereto, and incorporated by reference.

SECTION 2. This resolution shall be in effect upon the date of its adoption.

ADOPTED BY THE CITY OF WINSTON OREGON CITY COUNCIL ON THIS 4TH DAY OF DECEMBER 2023.

APPROVED BY THE MAYOR ON THIS 4TH DAY OF DECEMBER 2023.

David S. Rutter, Mayor

Attest:

Cindy M. Sarti, City Recorder

Clean Water State Revolving Fund
Planning Loan Application

Contact: Regional Project mer



Answer all requests for information in this application. List "N/A" for items that do not apply. Do not leave any section of this application blank.

DEQ will accept completed applications that are printed, signed and mailed to DEQ, postmarked by the application due date.

Applicant Information

1. Public agency/Legal applicant:

City of Winston
Name

201 NW Douglas Blvd
Address

Winston, Oregon 97496 Douglas 4th
City, State Zip+4 County County District(s)

541-679-6739
Telephone

tbomas.mcintosb@cityofwinston.org 023477516
Email Address DUNS Number (9 Digits)

2. Cite your agency's authority to take on debt, noting the exact Oregon Revised Statute reference located on the state website.

3. Only public agencies are eligible for the Clean Water State Revolving Fund. Does your agency meet the definition of a "public agency" as defined by **ORS 468,423?** If you are unsure, contact DEQ at **503-229-LOAN**.

Yes No

4. Identify your type of public agency:

- Tribal government
- City
- County
- Sanitary district/Sanitary authority
- State agency
- Irrigation district
- School district
- County service district
- Metropolitan service district
- Other special district (please specify):
- Intergovernmental agency (please specify):

Note: Eligibility includes certification of no disbarment and no suspension through the Systemic Award Management. Certification is required at time of loan signing.

5. Project contact:

Sean Lloyd	Civil West Engineering	Engineer
Name	Dept./Organization	Title
541-404-2738	slloyd@civilwest.net	
Telephone	Email Address	

6. Project Location:

201 NW Douglas Blvd
Address

Winston, OR	97496	Douglas	4th
City, State	Zip+4	County	<u>Congressional District(s)</u>
43.116600		-123.402760	
<u>Latitude WGS84</u>			<u>Longitude WGS84</u>

If no address, describe the location:

Location not known

7. Water quality permit information (if applicable):

Type	Number	Administratively Extended	Renewed	Current	New	No Permit
National Pollutant Discharge Elimination System permit number (EPA reference number beginning with "OR")	ORR901076	12/30/2009		Yes		
Water Pollution Control Facility pennit number	970723			Yes		

8. Will this project require?

Pennit renewal

Newpermit

18] N/A

9. Permit includes:

- A compliance schedule associated with loan request
- A Mutual Agreement and Order (MAO) associated with loan request
- Loan request is being made to address potential compliance concerns

10. CWSRF loan request amount: \$100,000

11. Total estimated projectcost: \$100,000

Project Description

Use this section to describe the objectives, components and expected outcomes of the plan. The loan agreement will refer to this section in defining what expenses can be reimbursed.

12. Planning effort description

Name of project: Wastewater Master Plan

Project objective: To update the master plan for wastewater facilities in the City of Winston.

Provide the complete scope of planning effort: Full wastewater master plan.

Describe the major project components of the planning effort (the means of achieving the objectives):

Civil West Engineering will perform a comprehensive inventory and mapping effort of the City facilities. This will include an assessment of current condition. This will allow Civil West to compile a list of potential projects for the City to perform, separated by priority. The document will include potential funding mechanisms in order to complete these projects within the design period of the Plan. The plan will also include local and regional info as well as other requirements set forth in DEQ requirements.

List all of the water quality and public health objectives addressed by the proposed planning effort:

Aging wastewater systems create a multitude of different problems in regards to water quality and public health.

These old pipelines tend to have many failing segments and joints, leading to wastewater leaching into surrounding soils and waterways. Additionally, this allows high levels of inflow and infiltration (I/I) of groundwater and stormwater, leading to more expensive and less effective treatment at the Wastewater Treatment Facility.

Additionally, assessment needs to be performed in order to determine whether the Wastewater Treatment Facility is adequately sized and of suitable condition to perform treatment to DEQ and permitting standards as build-out occurs in the service area and flows increase.

Describe how planning will address these issues (achieve objectives):

Civil West will inventory the existing wastewater system. This will allow the firm to understand the scope of the existing system, and the age, material, and condition of components will influence the priority of their rehabilitation or replacement.

As projects are identified and grouped into different priority levels, a Capital Improvement Plan (CIP) and list will be built for the City to utilize to choose projects over the next twenty years.

Potential funding mechanisms will be identified along with their estimated burden on the City and its ratepayers.

Additionally, information regarding the surrounding area and population growth rates will help identify portions of the system, including the Treatment Facility, that may need to be upsized or upgraded in order to treat increasing flows.

Describe the intended outcome of this plan and any other pertinent information that explains why this project is proposed:

The intended outcome is for the City of Winston to have a comprehensive document that outlines the scope and condition of their existing wastewater facilities. It will identify the most prudent sections to replace and will rank recommended projects based on priority.

The document will also identify estimated project costs and funding mechanisms to complete the projects, along with a potential schedule for doing so.

This project is proposed because the existing Wastewater

13. Will the planning effort include sustainability, establishing long-term reliability and viability of a facility or a water resource (refer to OAR 340-054-0010(32) for the definitions of sustainability and natural infrastructure)?

Yes No

If yes, please describe:

Yes, the goal of the planning effort is to establish a plan to repair, improve, and upsize the wastewater collection and treatment system. In doing so, possible pollution of the surrounding waterways and ecosystem **will** be eliminated. The South Umpqua River is directly adjacent to both the collection system and Treatment Facility and houses a vast variety of biology.

14. Will the planning effort take advantage of an opportunity with respect to project timing, finances, partnerships or other advantageous condition?

Yes No

If yes, please explain:

This planning effort will occur concurrently with efforts to replace the aging inverted sanitary sewer siphon under the South Umpqua River, carrying the momentum of a community engaged with upgrading their infrastructure.

15. Do you use an asset management tool (Examples are Check Up Program for Small Systems, Effective Utility Management and Lean)?

Yes No

If yes, briefly explain the methods, how long they have been used by applicant and how they will be applied in this planning effort:

16. Will the planning effort consider integrating natural infrastructure?

Yes No

If yes, briefly explain this aspect of the project, the problem to be solved, and advantage of using natural infrastructure over a conventional treatment system:

17. Will the scope of the planning effort demonstrate cost effectiveness by considering three or more project alternatives such as optimizing an existing facility, regional partnership or consolidation?

IZJ Yes **D**No

List the project alternatives the scope of this planning effort will be considering and explain what makes them cost effective:

a.

Different alternatives will be considered for projects as well as the choices of projects themselves. These will be selected based on maximum benefit to the City and surrounding area for the least cost.

b.

Alternative construction methods such as horizontal directional drilling (HDD) and cured in place pipe (CIPP) will be considered in order to reduce cost.

c.

Funding alternatives will also be considered in order to evaluate the financial burden of different loan and grant options. A master plan such as this will have a myriad of alternatives involved in the CIP list - different from a standard feasibility or planning document focusing on a single piece of infrastructure.

18. Project Categories:

Estimate the percentage of the CWSRF loan expected to be used for each of the appropriate categories shown below:

Project category	Description (Please enter all numbers as decimals (ex: 22.34% = .2234))	% CWSRF Funding
CWT	Secondary Treatment	
CWT	Advanced Treatment	
CWT	Infiltration/Inflow	
CWT	Sewer System Rehabilitation	
CWT	New Collector Sewers	
CWT	New Interceptors	
CWT	CSO Correction	
Stormwater	Gray Infrastructure	
Stormwater	Green Infrastructure	
Energy Conservation	Energy Efficiency	
Energy Conservation	Renewable Energy	
Water Conservation	Water Efficiency	
Water Conservation	Water Reuse	
NPS	Agricultural BMPs, Croplands	
NPS	Agricultural BMPs, Animals	
NPS	Silviculture	
NPS	Ground Water, unknown source	
NPS	Marinas	
NPS	Resource Extraction	
NPS	Brownfields	
NPS	Storage Tanks	
NPS	Sanitary Landfill	
NPS	Hydromodification/Habitat Restoration	
NPS	Individual/Decentralized Systems	
NPS	Land Conservation	
Other	Planning and Assessments	100.0000
Other	Estuary (§320) Assistance	
Other	Desalinization	
Total		100.0000

Waterbody and Water Quality/ Public Health Benefits

19. Provide the name, eight digit Hydrologic Unit Code of waterbody receiving discharge:

Primary affected waterbody: South Umpqua HUC# 17100302
 Other affected waterbody: HUC#
 GPS Location WGS84 Latitude: 43.136018 Longitude: -123.403213

20. Discharge affected by proposed project (check all that apply):

- Ocean outfall
- Estuary/Coastal
- Wetland
- Surface water (stream, river, lake)
- Groundwater
- Land application
- Other/reuse
- Eliminates discharge
- Seasonal discharge
- No change
- No discharge

21. Indicate if the project will protect or restore beneficial uses of the waterbody. If the project provides both protection and restoration, indicate which beneficial uses are primary and which are secondary (Not all will apply):

	Protection		Restoration		N/A
	Primary	Secondary	Primary	Secondary	
Domestic water supply		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fishing		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Industrial water supply		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Boating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Irrigation water contact	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Recreation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Livestock watering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Aesthetic quality		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fish and aquatic life		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wildlife and hunting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Commercial navigation and transportation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hydropower	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Information on beneficial uses of Oregon's waters is available at <http://www.oregon.gov/dcg/wg/Pages/WQ-tamlards-UTC.aspx>

22. Identify other beneficial uses the project will protect or restore. If the project results in both protection and restoration, indicate which beneficial uses are primary and which are secondary. The project description must support expected outcomes. Not all listed outcomes will apply.

	Protection		Restoration		N/A
	Primary	Secondary	Primary	Secondary	
Infrastructure improvement	jg!	<input type="checkbox"/>	jg!	<input type="checkbox"/>	<input type="checkbox"/>
Regionalization/Consolidation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	jg!
Water Reuse/Recycling/Conservation	jg!	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	jg!
Groundwater protection	jg!	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Drinking water supply (e.g., groundwater source)	jg!	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other public health/pathogen reduction	jg!	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wetland restoration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	jg!
Security	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	jg!
Industrial	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	jg!
Habitat restoration	jg!	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (please describe below)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	jg!

23. Planning effort will address water quality or public health issue within (check all that apply):

- Federally designated Wild and Scenic River
- Federally designated Sole Source Aquifer
- State designated scenic river waterway
- Lower Columbia River Estuary
- Tillamook Bay Estuary
- River designated under ORS 340-041-0350 (Three Basin Rule)
- jg! Wetland or riparian area listed by the state or a local government
- None of the above

24. Planning effort supports the implementation of which of the following:

- Existing Total Maximum Daily Load (TMDL)
- Projected TMDL
- DEQ water quality status and action plan
- Designated groundwater management area declared under ORS 468B.180
- Other qualifying plan, specify
- jg! None of the above

Specify which TMDL, Plan or GWMA the plan will support:

Schedule and Budgeting

25. Planning schedule:

Estimated planning start date: October 2023

Estimated planning completion date: Approximation of loan **signature**

Please explain if the estimated dates are before the loan application date or the date a loan will be signed:

Approximation of loan signature date.

26. Planning effort costs and funding:

Table A. Project budget		
	Total project budget	Amount funded by CWSRF
Administration and Legal		
Contingency		
Preliminary Expense		
Basic Engineering	\$ 100,000.00	
Other Engineering		
Total Costs	\$ 100,000.00	\$ 0.00

Table B. Funding sources		
	Amount	Interim <input type="checkbox"/>
DEQ Clean Water State Revolving Fund Loan	\$ 100,000.00	<input type="checkbox"/>
Business Oregon Special Public Works Grant and/or Loan		
Business Oregon Water/Wastewater Grant and/or Loan		
Business Oregon Community Development Block Grant		
USDA Rural Development Grant and/or Loan		
General Obligation Bonds		
Revenue Bonds		
Local Funds (note source of funds):		
In-Kind Assistance		
Other:		
Total Funding (must equal total costs in Table A)	\$ 100,000.00	

27. Existing sewer-related debt service (before CWSRF project funding):

	Current balance	Interest rate	Year issued	Annual payment	Bond rating
General obligation bonds					
Sewer revenue Bonds					
Other debt					

28. Service area data:

Population served by the current system:

Population served by the proposed plan:

29. Some public agency borrowers who are not considered economically distressed still have portions of their population that might experience financial hardship due to the cost of their sewer rates. These borrowers have established programs to assist these ratepayers.

Does your community have a ratepayer hardship program in place?

D Yes No

Required Documentation

This application provides the necessary information for DEQ to determine eligibility, scoring, ranking and to complete reporting requirements for the proposed project. Once deemed eligible and scored, the project will be included in the Clean Water State Revolving Fund Intended Use Plan and the applicant can then complete the remaining required documents. Consult the Checklist for a complete list of required documents. The documents require time to prepare and complete. DEQ recommends that applicants become familiar with these required documents early in the application process. The checklist is [online](#).

D Check here to receive DEQ program updates through GovDelivery. You may unsubscribe at any time.

Certification

The public agency or applicant certifies that:

- Clean Water State Revolving Fund loan proceeds will be used only for the project described in this application and that project work will be consistent with project objectives.
- The public agency or applicant will comply with all applicable rules and laws.
- The public agency or applicant will obtain all applicable local, state, and federal permits, approvals, and licenses, and comply with their terms and conditions.
- The undersigned is duly authorized to request this loan on behalf of the public agency.
- The public agency or applicant declares under penalty of law that all facts given and information attached are true and correct.
- The public agency or applicant authorizes DEQ to verify all information.

Authorized Signature

Date

Typed Name and Title

LGIP Account Number (for processing loan disbursements)

Return the completed application to your DEQ Project Officer. A complete list of Clean Water State Revolving Fund staff is [online](#).

Alternative formats Documents can be provided upon request in an alternate format for individuals with disabilities or in a language other than English for people with limited English skills. To request a document in another format or language, call DEQ in Portland at 503-229-5696, or toll-free in Oregon at 1-800-452-4011, ext. 5696; or email leginfo@leg.state.or.us,

OEO USE ONLY

Application Name: Application #:

GPR Amount:

GPR Category:

Application Deemed Eligible and Complete:

Initial:

Date:



Staff Report

23-019

Subject: Date: Wastewater Masterplan Loan Program December
Prepared by: 1, 2023
Title: Thomas McIntosh, Assistant City Manager
Resolution No. 23-1113

Background: The City has an obligation to its sewer conveyance system directly related to carrying out maintenance to ensure it continues to adequately function. The main resource for evaluating its functionality a wastewater master plan which will illustrate deficiencies along with the cost of addressing them. The last plan was constructed in 2016 and now stands antiquated.

Analysis: In 2016 the wastewater system was sustaining discharge from just over 1,800 households as specified in the master plan. Today the connections are over 2,400 placing a significant amount of additional stress on the system. Civil West Engineering, our engineers of record, have quoted \$100,000 amount to complete a new master plan that would factor in the changes the city has experienced in the past eight years.

Recommendation: Approve Resolution No. 23-1113

Financial Impact: A loan program of \$100,00 that would be forgiven in full upon the completion of the wastewater master plan.

RESOLUTION NO. 23-1114



A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO SUBMIT A CLEAN WATER STATE REVOLVING FUND POINT SOURCE PROJECT LOAN APPLICATION TO FUND THE CONSTRUCTION AND COMPLETION OF THE WINSTON INVERTED SANITARY SEWER SIPHON AND NW ABRAHAM AVENUE SEWER LINE PROJECTS.

WHEREAS, the City of Winston operates a sanitary sewer system including pump stations and a treatment plant; and,

WHEREAS, both the sanitary sewer siphon and NW Abraham Avenue sewer trunk line are badly in need of replacement; and,

WHEREAS, the Clean Water State Revolving Fund, CWSRF loan through the Oregon State Department of Environmental Quality, DEQ is available as a funding source; and, **WHEREAS**, the CWSRF loan is for a period of 30 years; and,

WHEREAS, the CWSRF loan interest rate is 2%; and,

WHEREAS, 50% or \$2,000,000, whichever is less, will be forgiven by DEQ; and, **WHEREAS**, the sewer rate has already been adjusted to adequately support the additional debt service.

NOW, THEREFORE BE IT RESOLVED THAT THE CITY OF WINSTON OREGON CITY COUNCIL:

SECTION 1. The City Manager is hereby authorized to apply with the Department of Environmental Quality for the CWSRF Planning Loan to complete a wastewater masterplan as outlined in Staff Report 23-20, attached hereto, and incorporated by reference.

SECTION 2. This resolution shall be in effect upon the date of its adoption.

ADOPTED BY THE CITY OF WINSTON OREGON CITY COUNCIL ON THIS 4TH DAY OF DECEMBER 2023.

APPROVED BY THE MAYOR ON THIS 4TH DAY OF DECEMBER 2023.

David S. Rutter, Mayor

Attest:

Cindy M. Sarti, City Recorder



Staff Report

23-020

Subject: Date: Point Source Loan Application December
Prepared by: 1, 2023
Title: Thomas McIntosh, Assistant City Manager Resolution
No. 23-1114

Background: Over the course of several years the Public Works and the City's contract engineers have been evaluating areas of the sanitary sewer conveyance system that merits high priority attention. The sewer siphon collects all the wastewater for Winston and discharges into the Green Area Sanitary and Water Plant. The collection efforts constitute one location, making the siphon of significant importance to maintain.

The sewer siphon, which was constructed in 1978, has been identified as a priority one project for replacement. The cost stands as significant and, in the efforts, to locate a funding source the City held a one stop meeting where state funding agencies were present (USDA, Business Oregon and DEQ). The CWSRF DEQ point source application was identified as the best option for Winston and because the maximum amount is four million, the NW Abraham Avenue trunk line was included in the project schedule.

Analysis: The attached scenarios illustrate the concluding data received from the one stop meeting. The DEQ loan process is clearly highlighted as the best option for the City, having the lowest interest rate and the highest amount that can be forgiven (fifty percent).

Recommendation: Approve Resolution No. 23-1114

Financial Impact: The full loan would require our sewer rate to be at \$43.04 per month and debt service would equal \$89,423 annually. The City recently raised the sewer rate to \$46.00 per month, which will allow sufficient coverage of the debt.

ONE-STOP SCENARIO #1

Estimated Project Cost **\$4,000,000**
 Local Contribution **\$0**
 Assistance Requested **\$4,000,000**

Projected Monthly OM&R + Existing DS per EDU **\$39.99**
 Monthly New DS per EDU **\$8.00**
 Projected New Avg Monthly Rate per EDU **\$47.99**

					Financing Terms		
Partner	Program	Total Financing	Grant Amount	Loan Amount	Loan Repayment Term (yrs)	Estimated Interest Rate	Annual Debt Payment
BizOR	SPWF	\$4,000,000	\$0	\$4,000,000	30	4.100%	\$234,137

Total Financed | **\$4,000,000** | Financing Gap | **\$0** | Annual Debt Service | **\$234,137** |

Impact per EDU



Notes	
SPWF	Must meet affordability criteria for subsidized interest rate and grant eligibility. Interest rates set quarterly; Oregon Bond Bank rates are set at time of the Bond Sale. IFA Board approval required for funding awards 2:\$3M or grant 2:\$500,000.

ONE-STOP SCENARIO #2

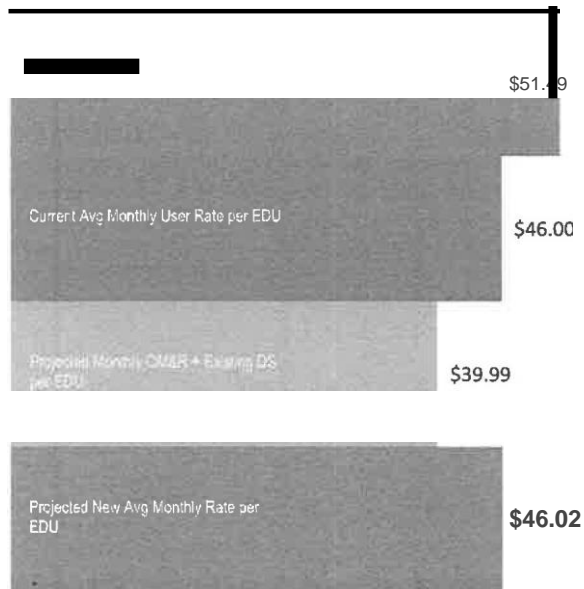
Estimated Project Cost \$4,000,000
 Local Contribution \$0
 Assistance Requested \$4,000,000

Projected Monthly OM&R + Existing OS per EDU \$39.99
 Monthly New DS per EDU \$6.04
 Projected New Avg Monthly Rate per EDU \$46.02

				Financing Terms			
Partner	Program	Total Financing	Grant Amount	Loan Amount	Loan Repayment Term (yrs)	Estimated Interest Rate	Annual Debt Payment
USDA	RUS	\$4,000,000	\$0	\$4,000,000	40	3.125%	\$176,564

Total Financed | \$4,000,000 | Financing Gap | \$0 | Annual Debt Service | \$176,564 |

Impact per EDU



Notes	
RUS	For public body applicants, USDA's Rural Utility Service program typically purchases a Revenue bond. Revenue bonds and Notes (for non-profits) come with a reserve requirement equal to one annual payment that can be established in advance or accumulated over ten years equating to a 110% debt service coverage. GO Bonds have no reserve or coverage requirements. Interim financing is usually necessary. The interest rate is set at the time the funds are reserved. Should the interest rates be lower at the time of project completion, the customer will get the benefit of the lower rate. There are no fees or pre-payment penalties or restrictions. Davis Bacon does not apply. American Iron and Steel requirements do apply. Projects are subject to NEPA.

ONE-STOP SCENARIO #3

Estimated Project Cost	<u>\$4,000,000</u>
Local Contribution	<u>\$0</u>
Assistance Requested	<u>\$4,000,000</u>

Projected Monthly OM&R + Existing DS per EDU	<u>\$39.99</u>
Monthly New DS per EDU	<u>\$3.06</u>
Projected New Avg Monthly Rate per EDU	<u>\$43.04</u>

Financial Terms							
Partner	Program	Total Financing	Grant Amount	Loan Amount	Loan Repayment Term (yrs)	Estimated Interest Rate	Annual Debt Payment
DEQ	CWSRF	\$4,000,000	\$2,000,000	\$2,000,000	30	2.010%	\$89,423

Total Financed! **\$4,000,000** | Financing Gap | **\$0** | Annual Debt Service! **\$89,423** !

Impact per EDU



Notes	
CWSRF	DEQ Rate is "Effective rate" which includes .5% fee. DEQ will require a Debt Service Reserve be established. Fiscal Sustainability Plan and Cost and Effectiveness analysis (both may already be included in the facility plan). Environmental report (requires 30 day public comment period). Comply with federal cross cutting authorities. Davis-Bacon (or BOLI whichever is more), American Iron and Steel certification. Applications 3 times a year scored regionally. Depending on project timing, may need to document qualifications based procurement for Architectural & Engineering contracts (OR law already requires qualifications based procurements when A&E exceeds \$100K)

ONE-STOP SCENARIO COMPARISONS

Estimated Project Cost
Local Contribution
Assistance Requested

\$4,000,000
\$0
\$4,000,000

Current Avg Monthly User Rate per EDU

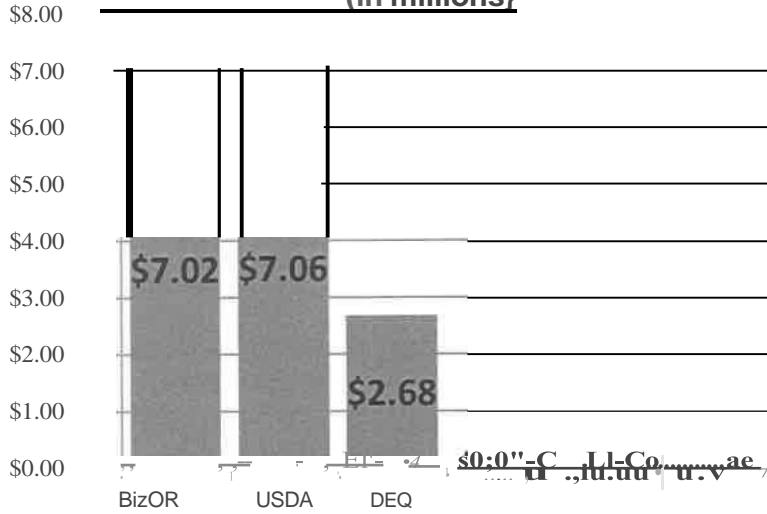
\$46.00

Projected Monthly OM&R + Existing DS per EDU

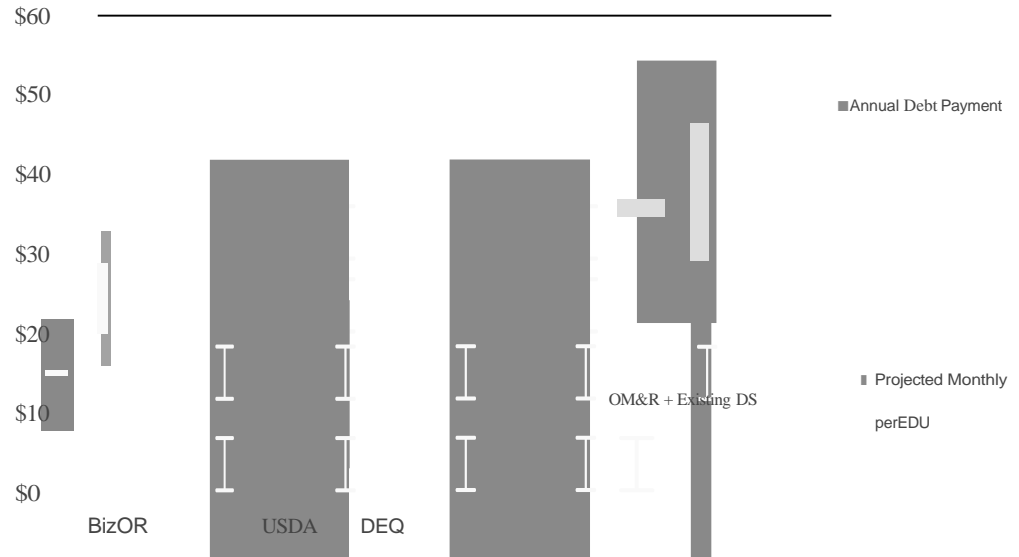
\$39.99

Scenario	Total Financing	Grant Amount	Loan Amount	Annual Debt Payment	Total Payments over Life of Loan	Projected Monthly NewDS per EDU	Projected New Avg Monthly Rate per EDU	# of Funding Partners	Rate	Term Years
BizOR	\$4,000,000	\$0	\$4,000,000	\$234,137	\$7,024,117	\$8.00	\$47.99	1	4.10%	30
USDA	\$4,000,000	\$0	\$4,000,000	\$176,564	\$7,062,541	\$6.04	\$46.02	1	3.13%	40
DEQ	\$4,000,000	\$2,000,000	\$2,000,000	\$89,423	\$2,682,680	\$3.06	\$43.04	1	2.01%	30

Total Payments over Life of Loan
(in millions)



Projected New Avg Monthly Rate per EDU



ONE-STOP FUNDING PARTNER INFORMATION

Partner	Program	Assistance Available	Key Considerations	How to Apply
<u>Business Oregon</u>	<u>SPWE</u>	Loans, Grants, TA	*Estimated rates; Direct rates are set quarterly. Oregon Bond Bank rates are set at time of the Bond Sale	Contact <u>your</u> local <u>Regional</u> Coordinator
	<u>WW</u>	Loans, Grants, TA	Debt Service Coverage Requirement	
	<u>SDWRLF</u>	Loans, Principal Forgiveness		
	<u>DWSPE</u> <u>CDBG</u>	Loans, Grants Grants		
<u>DEQ</u>	<u>CWSRE</u>	Loans, Principal Forgiveness Interim Financing (for USDA) Planning Loans	***DEQ Rate is "Effective rate" which includes .5% fee Debt Service Reserve Requirement	Contact your local Project Officer
<u>USDA</u>	<u>RUS</u>	Loans, Grants	** USDA/RUS will require 10% Annual Debt Service G.O. or Revenue Bond Debt Service Reserve Requirement	Contact CP Area Specialist <u>Applyonline</u>
<u>WRD</u>	Project Feasibility	Grants	Cost-Share 50% required (cash or in-kind).	Contact Becky Williams Grant Program Coordinator Becky.S.Williams@oregon.gov
	Project Implementation	Loans, Grants	Cost-Share 25% required for grants (cash or in-kind).	(503) 986-0869
<u>LOC AOC</u>	Pooled Bond	Bond, Loans, TA Interim Financing (for USDA)	administered by Wedbush Securities	Contact LOC Contact AOC
<u>SDAO</u>	Services and Programs	Loans, TA	special districts association funding program	Contact SDAO
<u>EDA OHA</u> <u>RCAC</u> <u>OAWU</u>	Public Works <u>DWP</u> Programs and Services	Loans, Grants TA Loans, TA TA	federal financing for public works projects circuit rider for drinking water projects technical assistance water utility assistance	<u>Apply</u> Online More Information Contact RCAC Contact OAWU

ONE-STOP CONTACT LIST

Date October 17, 2023

Client Name Name of City of Winston

Project Sewer Siphon Crossing and Abraham Mainline Replacement

Name	ntle/Role	Representing	Phone	Email
Alexis Coolev	Project Officer	ORDEQ	541-687-7341	Alexis.COOLEY@state.or.us
Becky Baxter	LEOF, RIF, SPWF Program Policy Coordinator	Business Oreoon	503-931-4403	Becky.Baxter@.oreoon.aov
Chris Marko	ProQram Analyst	ORDEQ	503-228-1780	Chris.Marko@.state.or.us
Christopher Frazier	Reaional Deveopment Officer	Business OreQon	971-718-2034	Christooher.Frazier@biz.oreaon.aov
DeAnna Quimby	Area Soecialist	USDA	541-378-8547	Dea.nna.auibv@or.usda.aov
Jay Porter	Public Finance Officer	Business Oreoon	971-382-2121	Jav.Porter@biz.oreaon.aov
Nicole Bailey	SDWRLF ProQram & Policy Coordinator	Business Oreoon	971-719-6862	Nicole.Bailev@biz.oreaon.aov
Oscar Oreiel	Senior Loan Soecialist	ORDEQ	503-229-5850	Oscar.Oreiel@state.or.us
TawniBean	Regional Project Manaoer	Susiness Oregon	503-551-0957	Tawni.bean@.oreaon.aov
Will Dawson	Enoineer	Civil West Enaeneering	541-366-8601	WDawson@.civilwest.com
Mark Bauer	Citv Manaoer	Citv of Winston	541-679-6739	mark.bauer@citvofwinston.oro
Andy Howell	Public Works Director	Citv of Winston	541-679-6114	andv.howell@citvofwinston.ora
Lehi Dowell	Community & Economic Development Director	CCD Business Development Corporation	541-672-6728	l.dowell@ccdbusiness.com
Janet Tidrick	Sr. Community & Economic Development Specialist	CCD Business Development Corporation	541-672-6728	j.tidrick@ccdbusiness.com
Brian Prawitz	Executive Director	Umoqua Economic Development District	541-464-3527	borawitz@uedoartnershio.oro
Jessica LaBerae	Regional Solutions Coordinator	Southern/South Coast Reoions	503-580-8309	Jessica.LaBerae@oreaon.aov



ORDINANCE NO. 23-716

AN ORDINANCE OF THE CITY OF WINSTON, OREGON, CITY COUNCIL, ANNEXING CERTAIN PROPERTY IDENTIFIED AS TAX LOT 2500 IN TOWNSHIP 28S, RANGE 6 WEST SECTION ISCB PROPERTY ID NO. R50432 WITHIN THE OWNERSHIP OF CHRISTOPHER AND LARISSA GILMORE.

NOW, THEREFORE, THE CITY OF WINSTON, OREGON, CITY COUNCIL HEREBY ORDAINS AS FOLLOWS:

SECTION 1. FINDINGS OF FACT

- A. Pursuant to the provisions of ORS 222.125, the City Council of the City of Winston initiated annexation proceedings for the property.
- B. The Winston Planning Commission on September 20, 2023, held a public hearing on the proposed annexation and voted to forward a favorable recommendation to the Winston City Council to proclaim the annexation by ordinance, and adopted the following findings in support of their recommendation:
 - 1. The property proposed for annexation is wholly and completely within the current City of Winston Urban Growth Boundary.
 - 2. The subject property being annexed is currently designated by the City as Residential 3.0 DU/ AC by the City Comprehensive Plan Land Use Plan Map.
 - 3. The subject property being annexed is currently zoned by the City as (RLA) Residential Low-Density A by the City Zoning Ordinance.
 - 4. Upon annexation, the subject property will not have to be withdrawn from any special district.
 - 5. The subject property being annexed is contiguous to the current city limits on its northeast property lines.
 - 6. The full 0.50-acre property is proposed for annexation into the City. The property consists of a single tract of land under the ownership of one property owner and elector. The property owner/ elector Christopher and Larissa Gilmore has requested the annexation under ORS 222.125.
 - 7. A statement of consent to annexation was filed with the City of Winston in the form prescribed by the City, signed by the owners/ electors and dated June 15, 2023.
 - 8. The Winston City Council, under the authority of ORS 222.125, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

- C. Written notice of this application and its attendant hearings were mailed to surrounding property owners and affected parties on August 23, 2023. Notice of the City Council public hearing was also published in the News-Review newspaper on November 8, 2022.
- D. Notice was sent to Douglas County Planning on November 8, 2022, as per Section 7 Annexations, as agreed in the City of Winston/Douglas County Urban Growth Management Agreement. Douglas County Planning did not provide any comments on the proposed annexation.

SECTION 2. PROPERTY DESCRIPTION

A legal description of the subject property, as identified in Douglas County Clerk Records, instrument 2011-9779 and is attached, as part of this ordinance.

SECTION 3. ANNEXATION ORDERED

Based upon the above Findings of Fact and the recommendation of the Winston Planning Commission, the City Council hereby declares the annexation of the above- described property to be in the best interest of the City, dispenses with holding of an election, and proclaims the property annexed into the City.

SECTION 4. EFFECTIVE DATE

The effective date shall be the date this annexation is filed with Oregon Secretary of State and the Oregon Department of Revenue. For all other purposes, this Ordinance shall take effect thirty (30) days from the date of City Council approval and adoption.

FIRST READING BY THE CITY OF WINSTON OREGON CITY COUNCIL ON THIS 4TH DAY OF DECEMBER 2023.



201 NW Douglas Blvd • Winston, OR 97496 • 541.679.6739 • Fax 541.679.0794

December 1, 2023

STAFF REPORT

TO: WINSTON CITY COUNCIL

FROM: WINSTON COMMUNITY DEVELOPMENT

RE: Christopher and Larissa Gilmore request for annexation of a .50 acre unit of land lying outside of the current city limits. The subject property is described as Tax Lot 2500 in Section 15CB Township 28S, Range 6W, W.M.; Property I.D. No R50432. The property is located off Winston Section Road, northwest of its intersection with Pepsi Road, and is contiguous to the city limits within the Winston Urban Growth Boundary. The property proposed for annexation is designated Residential 3.0 DU/AC and zoned (RLA) Residential Low Density A. **Planning Department File No. 23-W00S.**

INTRODUCTION

The applicant, Chris and Larissa Gilmore, is requesting annexation of a .50 acre property into the City of Winston in order to facilitate the full connection of sanitary sewer. The applicant/property owners existing onsite sanitary waste system is currently in full failure which has necessitated an emergency connection into the City's gravity mainline located in Winston Section Road.

The subject property is located in the northeastern portion of the City directly off Winston Section Road and is contiguous to the city limits and within the Urban Growth Boundary (UGB). The subject territory is currently developed with a 1948 single family dwelling. The applicant is wanting to annex the remainder of the territory into the City in order to authorize connection to the City's sanitary sewer system. No additional development is proposed at this time.

The property proposed for annexation is designated Residential 3.0 DU/AC and zoned (RLA) Residential Low Density A. The adjacent and immediately surrounding properties to the south, west and north are zoned RLA. Directly to the south across Winston Section Road is property zoned Limited Industrial (Pepsi Plant). Directly to the northwest is property zoned Medium Density Residential (RM) while to the north east is property zoned Agriculture - Open Space (A-O) where the South Fork Recreational Vehicle Park currently resides.

FINDINGS OF FACT

1. The annexation application was submitted and deemed complete on June 15, 2023.
2. Notice of a Public Hearing before Planning Commission was given in accordance with Section 154.180 of the WMC. Notice was sent to affected property owners of record within 150 feet of the proposed request, and to service providers and governmental agencies on August 23, 2023.
3. A public hearing before Planning Commission was held on September 20, 2023 and the application was given a recommendation of approval to be forward to City Council.

4. Notice of Public Hearing before City Council was given in accordance with Section 154.180 of the WMC and was sent out November 8, 2023. Legal Notice was provided to the News Review of the public hearing on November 8, 2022 and was published November 22, 2022.
5. The subject property has one primary point of access directly off Winston Section Road. No structural development is proposed so no findings are necessary directly associated with access.
6. The subject property has access to the Winston Dillard Water District by extension from Winston Section Road.
7. The subject property does not have access to the City of Winston Sewer system which is the main reasons for the request for annex. There is an existing mainline that runs directly beneath Winston Section Road and the applicant proposes a connection in order to *mitigate* the emergency sewer situation.
8. Present Situation: The subject property currently has one existing single-family dwelling and is surrounded by residential development. Winston Section is under improved and does not have the infrastructure capacity that is required for a local residential road, however Winston Section Road is under the jurisdiction of Douglas County.
9. Plan Designation: Residential (3.0 DU/Acre).
10. Zone Designation: Residential Low Density (RLA).
11. Overlays: The subject property is not located within the 100-year flood plain. The property is not located within a regulated DSL wetland.

COMPREHENSIVE PLAN FINDINGS AND POLICIES

1. Transportation System: The property fronts onto Winston Section Road (County Road 111) which is designated as a Local Road in the Douglas County Comprehensive Plan and under Douglas County jurisdiction. Roads with these types of designations and inside urban areas are required to have a 56 foot right of way width. Winston Section Road currently has a 30 foot right of way width where it fronts the subject property. There is no essential nexus to require the dedication of additional right away given the nominal nature of the application.
2. Transportation Connectivity: Connectivity would have to be provided as part of this development. The existing connectivity precedent will perpetuate due to the minimum request of the application. Winston Section Road is a dead-end street that has a local residential street designation. Winston Section Road has proper connectivity and functions as a minor collector facilitating the appropriate amount of traffic north and south on the western portion of the City.
3. Pedestrian & Bicycle Access: No of the residential streets the property fronts are designated pedestrian and bicycle path. No interior bicycle path is required or proposed for the internal street system. Sidewalks will be installed and constructed as part of this development.
4. Public Open Spaces: No public park or open space is proposed with this development.

APPLICABLE CRITERIA

FINDINGS OF FACT:

1. The 0.50-acre property being annexed is adjacent to the city limits in its entirety.

2. The subject territory is currently developed with an existing 1948 single family dwelling.
3. The 0.50-acre property proposed for annexation is designated Residential 3.0 DU/AC by the City of Winston Comprehensive Plan. The plan designation of the subject territory will remain the same upon annexation.
5. The subject 0.50-acre property is under the ownership of Christopher and Larissa Gilmore.
6. Upon annexation, the subject property will not have to be withdrawn from any special district.
7. Public services to the subject territory, including water and fire protection services, are currently provided by Winston-Dillard Water District and Winston-Dillard Fire District. Annexation into the City will authorize connection to the City's sanitary sewer service.
8. The subject property is not located within the 100-year floodplain. Upon annexation, the property will continue to be used for residential purposes. No additional residential development is proposed with the annexation at this time.

APPLICABLE CRITERIA

1. Oregon Revised Statutes (ORS) 222.111(1) & (2) states as follows:
 - When a proposal containing the terms of annexation is approved in the manner provided by the charter of the annexing city or by ORS 222.111 to 222.180 or 222.840 to 222.915, the boundaries of any city may be extended by the annexation of territory that is not within a city and that is contiguous to the city or separated from it only by a public right of way or a stream, bay, lake or other body of water. Such territory may lie either wholly or partially within or without the same county in which the city lies.
 - A proposal for annexation of territory to a city may be initiated by the legislative body of the city, on its own motion, or by a petition to the legislative body of the city by owners of real property in the territory to be annexed.
2. The property proposed to be annexed is wholly and completely within the current City of Winston Urban Growth Boundary. The subject property is located in the northeastern portion of the UGB and is contiguous to the city limits (directly to the south below the Pepsi Plant).
3. The owner of the real property in the territory to be annexed has submitted a written consent for annexation under ORS 222.125. This annexation request is being reviewed under the provisions of ORS 222.125.
4. ORS 222.125 states as follows:

The legislative body of a city need not call or hold an election in the city or in any contiguous territory proposed to be annexed or hold the hearing otherwise required under ORS 222.120 when all of the owners of land in that territory and not less than 50 percent of the electors, if any, residing in the territory consent in writing to the annexation of the land in the territory and file a statement of their consent with the legislative body. Upon receiving written consent to annexation by owners and electors under this section, the legislative body of the city, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

- The subject property proposed to be annexed is wholly and completely within the current City of Winston Urban Growth Boundary.

The 0.50-acre property is proposed for annexation into the City of Winston. The subject property consists of a single tract of land under the ownership of one property owner and elector. The property owner/elector,

Christopher and Larissa Gilmore, has requested the annexation under ORS 222.125.

The subject territory being annexed is adjacent to the Winston city limits on its east and north property lines. The territory is considered contiguous to the city limits.

A statement of consent to annexation has been filed with the City of Winston in the form of a "Consent to Annexation to the City of Winston, Oregon", signed by all of the owners/electors (Christopher and Larissa Gilmore) and dated June 15, 2023.

The Winston City Council, under the authority of ORS 222.125, need not call or hold an election nor hold the hearing otherwise required by ORS 222.120. The City Council, by resolution or ordinance, may set the final boundaries of the area to be annexed by a legal description and proclaim the annexation.

SAMPLE MOTION

Move for City Council adopt the findings of the staff report and proclaim the said .50-acre property owned by Chris and Larissa Gilmore, to be annexed to the City of Winston according to ORS 222.125.

After recording return to:	
Order Number: 46502	1
Western Title & Escrow	DOUGLAS COUNTY OFFICIAL RECORDS BARBARA E. NIELSEN, COUNTY CLERK
\$29.50	2011-009ns
Chr1\$topherCiiimore Larls.5 Gii more 151 Wins on section Road Winston, OR 9745118	UW 11111111DJ11 ,! DEED-ND Cnt.1 St.n-18 RECORDINGDESK \$10.00 \$11.00 \$111.00 ,10.00
Uitll ch "" "" Isrequated, oll ta,c statmnet.,i, llhnll bG o.r,t to t,he followina adres*!	
Same as Above	

Reserved for Recorder Use

STATUTORY WARRANTY DEED

Robert G. Sherman, Grantor(s)
convey and warrant to
Christopher Gilmore and Larla Glimore, as tenants by the entirety, Grantees the following described real property free of encumbrances except as specifically set forth herein:

That portion of Lot 1, Block A, HOOVER'S HOMES, Douglas County, Oregon, whleh is described as: Beginning at an Iron pine on the Easterly side of sald lot, which ls on the Westerly side of a dedicated road, said beginning point being North 38°07' West 213.4 feet from the Southeast corner of said Lot 1; thence r11nnln9 from said beginning point South sic.53• West 208.0 feet, • right angles to said road to an Iron pipe; thence North 38°07' West 104.0 feet to an iron pipe; thence North Sio53' East 2oa.o feet to an Iron pipe on the Westerly side of said road; thence South 38°07' East 104,0 feet along said road to the place of beginnJng.

Account No(s): R50432
Map/Tax Lot No(s): 2S-06W-i5CB-02500

This property is free of encumbrances, EXCEPT: All those Items of record, if any, as of the date of this deed, including any real property taxes due, but not yet payable.

The true consideratlor, for this conveyance ls \$124,900.00. (Here comply with requirements of ORS93.030.)

BEFORE SIGNING OR ACCEPTING THrs INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS .195.:300, 195.3.01 AND 195.305 TO .195.336 AND SECTIONS S TO 11, CHAPTER 424, OREGON LAWS 2007, ANO SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPUCA8LE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABUSHED t..OT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROV£0 USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUTTS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, ANDTOINQUIRE ABOUT THE RIGHTS OF NEIGHBOIUNG PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND195.305 TO J.95,336 AND seCTIONS5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SEchONS 2 TO 9 ANO1'.7, CHAPTER 855, OREGON LAWS 2009.

Exch 1s: 2' f of Jue, 201.1

Robert G. Sherman

Robert G. Sherman

WESTERN TITLE & ESCROW COMPANY

State of **ON!gon**, County of **Douglas** } ss.

~~She~~ ~~9:1;c~~ ~~- K .L.6-J~~ was acknowledged before me on **this day**, 2011 by **Robert G.**

~~Public for Oregon~~ _____

My commission expires: 14 - rl:014

OFFICIAL SEAL
LONNI K CONOPA
NOTARY PUBLIC - OREGON
COMMISSION NO. <12271 &
MY COMMISSION EXPIRES NOVEMBER 1, 2011

mmor DOCUMENT



Pepsi-Cola Bottling Co Of Roseburg



