



City Council Meeting  
**April 6, 2026, 7:00 pm**  
City Hall Council Chambers  
201 NW Douglas Blvd.  
541.679.6739 info.

## Agenda

- I. Call to Order**—*Christie Knutson, Mayor*
  - A. Pledge of Allegiance
  - B. Roll Call
  - C. Adjustments to the Agenda
- II. Consent Agenda**
  - A. Approval of Council Minutes for March 16, 2026
- III. Comments from the Audience**—*anyone wishing to discuss items not covered on this agenda is 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 and Schools**
- V. Department Reports**
  - A. Police—*Chief Sarti*
  - B. Public Works—*Andy Howell, Superintendent*
  - C. Administration—*Thomas McIntosh, City Manager*
- VI. Old Business**
- VII. New Business**
  - A. New Business Licenses
    1. GS Properties LLC—*Gary Shamblin*
    2. M. S. Construction and Foundation Specialist—*John Morris*
    3. Otterly Elite Movers—*Aris Schreiber*
    4. Dandelion Dreams—*Starla Peavler*
    5. Sunbreak Energy Advisors—*Randall Feldhaus*
    6. Complete Solar Inc.—*Shannon Whittaker*
  - B. Set Council Workshop
    1. Park Board Restructure April 13, 2026, at 6pm
  - C. Request for Appointment to Economic Development Committee
    1. Craig Wilson
  - D. All Weather Flags Purchase
  - E. Appointment of Budget Officer and Approval of Budget Calendar
  - F. Resolution No. 26-1222 WACP Teen Center 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
- G. Ordinance No. 26-722 Franchise Agreement PacifiCorp
  - 1. Read by Title Only, First Reading—*Cindy Sarti*
  - 2. Staff Report—*Thomas McIntosh*
  - 3. Comments from the Audience (3 minutes each speaker)
  - 4. Council Action
- VIII. Upcoming Agenda Items**
  - A. Franchise Agreement Winston-Dillard Water District
- IX. Non-Agenda Items from Council**
- X. Good of the Order**
  - A. Check Copies
  - B. Claims in Excess of \$500
- XI. Announcements**
  - F. O. W. L. Meeting April 8<sup>th</sup> at 11; Winston Library
  - Economic Development April 8<sup>th</sup> at Noon; City Hall
  - Park Board April 14<sup>th</sup> at 4; City Hall
  - Urban Renewal Agency April 19<sup>th</sup> at 5:30; City Hall
- 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 services, programs, and activities. If accommodation is needed to participate in this meeting, please contact Winston City Hall at 541-679-6739, at least 48 hours prior to the scheduled meeting time.*



City Council Meeting  
**March 16, 2026, 7:00 pm**  
City Hall Council Chambers  
201 NW Douglas Blvd.  
541.679.6739 info.

### **Minutes**

The meeting was called to order at 7 o'clock by Mayor Christie Knutson. Councilors Dorie White, Dave Cunningham, Allen Hobson, and Nick Wiggins were also present. Staff in attendance were city manager Thomas McIntosh, chief of police Brandon Sarti, public works superintendent Andy Howell, wastewater treatment facility superintendent Chris Sherlock, and city recorder Cindy Sarti.

Approval of Council Minutes for March 2, 2026  
Motion to approve by Hobson; second by White. Unanimous.

#### Audience Comments

Sue Terwilliger, po box 1564, Winston, does not wish to have the streetlights near her home to be included in the LED upgrade program. The lights are too bright and she would be upset if the pole in front of her home is upgraded with LED lighting. Thomas McIntosh stated the upgrades are in the best interest of the public.

Jeff Barnes, 161 SE Ronald, is wondering when the burned down house on Theodore will be cleaned up. The chief of police said that the code enforcement officer has been notified of the situation. Also, public works will take a look at the ditch inlet in front of Barnes' house.

#### Reports

Economic Development for March 11, 2026—*Dave Cunningham, Council Liaison*

There was no quorum, so the board held discussions. Thomas McIntosh gave a brief community development report. One discussion related to the committee working with the Chamber to meet their goals.

Park Board for March 10, 2026—*Dorie White, Liaison*

The ballfields have been resurfaced and are booked for the season. It has been suggested that the garden proposed by Community Unity be placed at the pocket park on Cary Street. The board has been inundated with proposed projects.

Wastewater—*Chris Sherlock, Superintendent*

Heavy rain caught the treatment plant off-guard and put it in a mode not seen since the PLC upgrade. All pumps shut down resulting in running them by hand for a few hours.

Administration—*Thomas McIntosh, City Manager*

The Red Barn held an open house. Owner, Todd Theiss, issued a check to the city for \$10,000 as a donation. The city thanks him. City owned property on Carter Street, previously called Filmore, has been determined to offer no benefit to the public and should be marked for surplus. Dave Cunningham inquired about island annexations. McIntosh said several properties around Cola Rd. have been identified as qualifying for an island annexation. Riverbend Park's playground equipment is in a deteriorated state and needs removed according to a recent CIS assessment. The Park Board's effectiveness is in question and there are projects that need to be done. Because of this, McIntosh is looking into restructuring the Park Board. The mayor suggested scheduling a workshop on the matter. Cunningham asked if the existing equipment could be upgraded. Andy Howell responded that his department has tried everything and that the equipment is at the end of its lifespan.

New Business

New Business Licenses

1. Redbarn Dispensary—*Roland Todd Thiess*
2. C and C Home Improvement—*Michael Clark*
3. T-shirt Printing by Tonya—*Antonio and Tonya Angiano*

Councilor Cunningham requested action be taken separately on the business licenses approval. Motion to approve business license for Redbarn Dispensary was made by Hobson; second by Wiggins. Motion carried 4-0 with Cunningham abstaining. Motion to approve business license for C and C Home Improvement by Hobson; second by Wiggins. Unanimous. Motion to approve business license for T-shirt Printing by Tonya by White; second by Cunningham. Unanimous.

Resolution No. 26-1219 IGA Douglas County Adults in Custody

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

Councilor Hobson asked if the city was charged for adults in custody on a felony. The chief responded no and that those cases are referred to the district attorney's office. Motion to approve by Hobson; second by White. Unanimous.

Resolution No. 26-1220 Task Amendment 8

1. Read by Title Only—*Cindy Sarti*
2. Staff Report—*Chris Sherlock*
3. Comments from the Audience (3 minutes each speaker)
4. Council Action

Motion to approve by White; second by Wiggins. Unanimous.

Resolution No. 26-1221 WWTF Skid Steer "Attachments" Purchase

1. Read by Title Only—*Cindy Sarti*
2. Staff Report—*Chris Sherlock*
3. Comments from the Audience (3 minutes each speaker)
4. Council Action

Motion to approve by Cunningham; second by White. Unanimous.

Upcoming Agenda Items

- A. Ordinance No. 26-722 PacifiCorp Franchise Agreement

Break for executive session 7:43.

**I. Executive Session—Pursuant to ORS 192.660 (2)**

- A. (h) To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed. Estimated length of time: up to 30 minutes.
- B. (i) To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing. Estimated length of time: 5 minutes.

Reconvene from executive session 8:52.

Motion to approve a salary increase to step 3 for the city manager by Hobson; second by Cunningham. Unanimous.

A motion to pass a 90-day contract with the Winston Area Community Partnership for teen center space, outlining items discussed in executive session was made by Dave Cunningham; second by Wiggins. Unanimous.

There being no further business, the meeting was adjourned. 8:57. Respectfully submitted by Cindy Sarti, City Recorder.

\_\_\_\_\_  
*Christie Knutson, Mayor*

*Attest:*

\_\_\_\_\_  
*Cindy Sarti, City Recorder*

\* GS Properties LLC 1 \*



# Application for Business License

Business Name: GS properties LLC  
 Owner/Agent: Gary Shumblin Date of Birth [REDACTED]  
 Driver's License/ID#: [REDACTED] State: OR Phone 541-643-7443  
 Business Location: 140 NW Main St Winston OR 97486  
 Business Mailing Address: Same  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Business Phone: 541-643-7443 Email: shumblin.gary@yahoo.com

### Scope of Business:

Business Type: Property management

Permanent (Business addressed and/or located within city limits)  
 Sq. Ft. of Building for Business: 800 No. of Parking Spaces: 74

Contractor/Mobile Vendor (Business established outside city limits but conducting work within city limits)

### Complete the following where applicable, and sign below:

CCB#: \_\_\_\_\_ DC Health Dept: \_\_\_\_\_ Other: \_\_\_\_\_  
 Current/Upcoming Projects (Input N/A if none): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Development Notice:

*The issuance of a Winston Business License does not authorize construction outright. Specific projects including, but not limited to, property development, signage, building projects, home construction, solar projects, and fencing require case specific reviews conducted by the City of Winston.*

Refer to the Winston Municipal Code, Title XI; Chapter 110; Sections 110.01 – 110.99, and Chapter 112; Sections 112.01 – 112.99. View it 24/7 at the City Website under the Government tab, or in person at City Hall weekdays, 201 NW Douglas Blvd. (541) 679-6739 for info.

Application # 12-26

**\*\* AS Properties LLC \*\***

**\*\*\* STAFF USE ONLY \*\*\***

LICENSE # 12-26

Business Location 140 NW Main Street Winston Zoning \_\_\_\_\_

Change of Occupancy  Y  N Sign Permit Required  Y  N 2nd Hand Property Dealer  Y  N

Planning Official Thomas McIntosh Date 3-31-26  
Comments:

NO APPROVAL REQUIRED; NO LAND USE.

Police Chief [Signature] Date 03-20-26

Recommendation:  Grant  Deny  
Comments:

City Manager SEE "Planning official" Date \_\_\_\_\_

Billing Clerk [Signature] Date 3-31-2026

City Recorder [Signature] Date 4/2/26

Fee \$50 Receipt # \_\_\_\_\_ CC 41626 Letter/Label  Entered/Mailed

Additional Remarks:

Refer to the Winston Municipal Code, Title XI; Chapter 110; Sections 110.01 – 110.99, and Chapter 112; Sections 112.01 – 112.99. View it 24/7 at the City Website under the Government tab, or in person at City Hall weekdays, 201 NW Douglas Blvd. (541) 679-6739 for info.

Application # 12-26

M.S. Construction and Foundation Specialist



# Application for Business License

Business Name: M.S. Construction and Foundation Specialist  
 Owner/Agent: John Morris Date of Birth: [REDACTED]  
 Driver's License/ID: [REDACTED] State: OR Phone: 541 590-0251  
 Business Location: 2066 NE Oswego Roseburg OR 97470  
 Business Mailing Address: Same  
 City: Roseburg State: OR Zip: 97470  
 Business Phone: 541 590-0251 Email: M.S.Construction096@Lmcs1

### Scope of Business:

Business Type: Construction

Permanent (Business addressed and/or located within city limits)  
 Sq. Ft. of Building for Business: \_\_\_\_\_ No. of Parking Spaces: \_\_\_\_\_

Contractor/Mobile Vendor (Business established outside city limits but conducting work within city limits)

### Complete the following where applicable, and sign below:

CCB#: 233011 DC Health Dept: \_\_\_\_\_ Other: \_\_\_\_\_  
 Current/Upcoming Projects (Input N/A if none): 171 Civic bend

Applicant Signature: [Signature] Date: 3-11-26 <sup>ha</sup>

### Development Notice:

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Application # 08-26

# M.S. Construction and Foundation Specialist (2)

\*\*\* STAFF USE ONLY \*\*\*

LICENSE # 08-26

Business Location NO LOCATION Zoning NA

Change of Occupancy  Y  N Sign Permit Required  Y  N 2<sup>nd</sup> Hand Property Dealer  Y  N

Planning Official THOMAS MCINTOSH Date 3-19-26

Comments: NO PERMIT REQUIRED

Police Chief [Signature] Date 03/16/26

Recommendation:  Grant  Deny  
Comments:

City Manager THOMAS MCINTOSH Date 3-19-26

Billing Clerk N/A Date \_\_\_\_\_

City Recorder [Signature] Date 4/2/26

Fee \$50 Receipt # 92830 cc 4/6/26 Letter/Label  Entered/Mailed

Additional Remarks:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

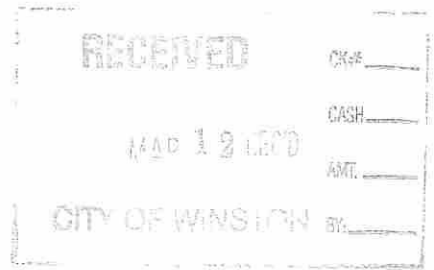
Refer to the Winston Municipal Code, Title XI; Chapter 110; Sections 110.01 – 110.99, and Chapter 112; Sections 112.01 – 112.99. View it 24/7 at the City Website under the Government tab, or in person at City Hall weekdays, 201 NW Douglas Blvd. (541) 679-6739 for info.

Application # 08 - 26



Otterly Elite Movers 1

# Application for Business License



Business Name: Otterly Elite Movers  
 Owner/Agent: Aris Schreiber Date of Birth: ~~XXXXXXXXXX~~  
 Driver's License/ID#: ~~XXXXXXXXXX~~ State: OR Phone: 541 900 6565  
 Business Location: No physical location 21 SE Edwards 435 757 3123  
 Business Mailing Address: P.O. Box 253  
 City: Winston State: OR Zip: 97496  
 Business Phone: 541 900 6565 Email: otterlyelitemovers@gmail.com

### Scope of Business:

Business Type: Moving Company - Household/Residential + Commercial/Labor + Parking Service

- Permanent (Business addressed and/or located within city limits)  
 Sq. Ft. of Building for Business: \_\_\_\_\_ No. of Parking Spaces: \_\_\_\_\_
- Contractor/Mobile Vendor (Business established outside city limits but conducting work within city limits)

### Complete the following where applicable, and sign below:

CCB#: \_\_\_\_\_ DC Health Dept: \_\_\_\_\_ Other: \_\_\_\_\_  
 Current/Upcoming Projects (Input N/A if none): \_\_\_\_\_

Applicant Signature: [Signature] Date: 3/12/2026

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Application # 09-26

\*\*\* STAFF USE ONLY \*\*\*

LICENSE # 09-26

Business Location 21 SE EDWARDS Zoning GC

Change of Occupancy  N Sign Permit Required  N 2nd Hand Property Dealer  N

Planning Official Thomas McIntosh Date 3-19-26

Comments:  
NO CHANGE IN USE REQUIRED. NO PHYSICAL ADDRESS

Police Chief [Signature] Date 03-16-26

Recommendation:  Grant  Deny  
Comments:

City Manager Thomas McIntosh Date 3-19-26

Billing Clerk N/A Date —

City Recorder [Signature] Date 4/2/26

Fee \$50 Receipt # \_\_\_\_\_ CC 4/6/26 Letter/Label  Entered/Mailed

Additional Remarks:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Refer to the Winston Municipal Code, Title XI; Chapter 110; Sections 110.01 – 110.99, and Chapter 112; Sections 112.01 – 112.99. View it 24/7 at the City Website under the Government tab, or in person at City Hall weekdays, 201 NW Douglas Blvd. (541) 679-6739 for info.

Dandelion Dreams 1



# Application for Business License

### Tell us about you:

Applicant: Starla Peavler  
 Date of Birth: [REDACTED] Driver's License/ID#: [REDACTED] State: OR  
 Mailing Address: 1141 Mark Ct  
 City: Winston State: OR Zip: 97496  
 Phone: (541)671-3182 Email: Starla.peavler@yahoo.com

### Scope of Business (select one):

- Permanent (Business addressed and/or located within city limits - **Complete Section A**)
- Contractor/Mobile Vendor (Business established outside city limits but conducting work within city limits - **Complete Section B**)

### Section A:

Business Name: Dandelion Dreams  
 Street Address: 263 SW Main St.  
 Mailing Address: \_\_\_\_\_ PO Box: \_\_\_\_\_  
 City: Winston State: OR Zip: 97496  
 Business Type: Salon/Spa Secondhand Property Dealer? \_\_\_\_\_

Description of business to include hours of operation and expected number of employees: \_\_\_\_\_

Full Service Salon and Spa, providing hair, nail and skin services, esthetics  
4-6 Independent Contractor Stations

Refer to the Winston Municipal Code, Title XI; Chapter 110; Sections 110.01 - 110.99, and Chapter 112; Sections 112.01 - 112.99. View it 24/7 at the City Website under the Government tab, or in person at City Hall weekdays, 201 NW Douglas Blvd. (541) 679-6739 for info.

Application # 10-26

# Dandelion Dreams

2

Phone: 503-409-7203 Email: eloise.donovan@yahoo.com

Property Owner (if other than applicant): Eloise Donovan - Agent

Sq. Ft. of Building for Business: \_\_\_\_\_ No. of Parking Spaces: 4

Applicant Signature: [Signature] Date: 03/20/2026

Property Owner Signature: [Signature] Date: 3-20-26  
(If different from applicant)

## Section B:

Business Name: \_\_\_\_\_

Business Type: \_\_\_\_\_

Owner/Agent: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ PO Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

### Complete the following where applicable, and sign below:

CCB#: \_\_\_\_\_ DC Health Dept: \_\_\_\_\_ Other: \_\_\_\_\_

Current/Upcoming Projects (Input N/A if none): \_\_\_\_\_

Applicant Signature: [Signature] Date: 03/20/2026

## Development Notice:

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\*\*\* STAFF USE ONLY \*\*\*

LICENSE # 10-26

Business Location 2603 SW Main Zoning GC

Change of Occupancy  N Sign Permit Required  Y  2nd Hand Property Dealer  Y  N

Planning Official THOMAS McINTOSH Date 3-31-26

Comments:

CHANGE IN USE APPROVED WMC 154.038(A)10

Police Chief [Signature] Date 03-23-26

Recommendation:  Grant  Deny

City Manager see "Planning official" Date

Billing Clerk Jany Cullis Date 3-23-2026

City Recorder [Signature] Date 4/2/26

Fee \$50 Receipt # 92885 CC 4/6/26 Letter/Label  Entered/Mailed

Additional Remarks:

Refer to the Winston Municipal Code, Title XI; Chapter 110; Sections 110.01 – 110.99, and Chapter 112; Sections 112.01 – 112.99. View it 24/7 at the City Website under the Government tab, or in person at City Hall weekdays, 201 NW Douglas Blvd. (541) 679-6739 for info.



# Application for Business License

Business Name: Sunbreak Energy Advisors

Owner/Agent: Randall Feldhaus Date of Birth: [REDACTED]

Driver's License/ [REDACTED] State: OR Phone 503-803-5537

Business Location: 3504 SW Jerald Ct, Portland, OR 97221

Business Mailing Address: 3504 SW Jerald Ct

City: Portland State: OR Zip: 97221

Business Phone: 503-803-5537 Email: info@sunbreakenergy.com

### Scope of Business:

Business Type: Solar design and installation

- Permanent (Business addressed and/or located within city limits)  
Sq. Ft. of Building for Business: \_\_\_\_\_ No. of Parking Spaces: \_\_\_\_\_
- Contractor/Mobile Vendor (Business established outside city limits but conducting work within city limits)

### Complete the following where applicable, and sign below:

CCB#: 240886 DC Health Dept: \_\_\_\_\_ Other: \_\_\_\_\_

Current/Upcoming Projects (Input N/A if none): Addition of rooftop solar to existing building at 120 SW Douglas Blvd.

Applicant Signature:  Date: 3/24/26

### Development Notice:

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Refer to the Winston Municipal Code, Title XI; Chapter 110; Sections 110.01 – 110.99, and Chapter 112; Sections 112.01 – 112.99. View it 24/7 at the City Website under the Government tab, or in person at City Hall weekdays, 201 NW Douglas Blvd. (541) 679-6739 for info.

Application # 11 - 26

**\*\*\* STAFF USE ONLY \*\*\***

LICENSE # 11-210

Business Location \_\_\_\_\_ Zoning NA

Change of Occupancy **Y**  **N**  Sign Permit Required **Y**  **N**  2<sup>nd</sup> Hand Property Dealer **Y**  **N**

Planning Official Thomas McIntosh Date 3-31-20  
Comments:

NO LAND USE.

Police Chief [Signature] Date 03 30 20

Recommendation:  Grant  Deny  
Comments:

City Manager \_\_\_\_\_ Date \_\_\_\_\_

Billing Clerk N/A \_\_\_\_\_ Date \_\_\_\_\_

City Recorder [Signature] \_\_\_\_\_ Date \_\_\_\_\_

Fee \$50 Receipt # 92897 cc 4/6/20 Letter/Label  Entered/Mailed

Additional Remarks:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\* Complete Solar Inc. # 1



# Application for Business License

## Tell us about you:

Applicant: Shannon Whittaker

Date of Birth: [REDACTED] Driver's License/ID#: [REDACTED] State: [REDACTED]

Mailing Address: 1403 N Reseach Way

City: Orem State: UT Zip: 84097

Phone: 385-273-1825 Email: licensing@sunpower.com

## Scope of Business (select one):

- Permanent (Business addressed and/or located within city limits – **Complete Section A**)
- Contractor/Mobile Vendor (Business established outside city limits but conducting work within city limits – **Complete Section B**)

## Section A:

Business Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ PO Box: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Type: \_\_\_\_\_ Secondhand Property Dealer? \_\_\_\_\_

Description of business to include hours of operation and expected number of employees: \_\_\_\_\_

SOLAR PANEL INSTALLER.

\_\_\_\_\_

\_\_\_\_\_

Refer to the Winston Municipal Code, Title XI; Chapter 110; Sections 110.01 – 110.99, and Chapter 112; Sections 112.01 – 112.99. View it 24/7 at the City Website under the Government tab, or in person at City Hall weekdays, 201 NW Douglas Blvd. (541) 679-6739 for info.

Application # 14-26

\* Complete Solar Inc. \* 2

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Property Owner (if other than applicant): \_\_\_\_\_

Sq. Ft. of Building for Business: \_\_\_\_\_ No. of Parking Spaces: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Property Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(If different from applicant)

**Section B:**

Business Name: Complete Solar, Inc.

Business Type: Installation of residential roof mounted photovoltaic solar panels

Owner/Agent: CS Solis, LLC

Street Address: 1403 N Reseach Way, Orem UT 84097

Mailing Address: 1403 N Reseach Way PO Box: \_\_\_\_\_

City: Orem State: UT Zip: 84097

Email: permitting.department@blueravensolar.com Phone: 385-482-0045

**Complete the following where applicable, and sign below:**

CCB#: 257147 DC Health Dept: \_\_\_\_\_ Other: \_\_\_\_\_

Current/Upcoming Projects (Input N/A if none): \_\_\_\_\_

Applicant Signature:  Date: 3/30/2026

**Development Notice:**

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\*\*\* STAFF USE ONLY \*\*\*

LICENSE # 14-26

Business Location N/A Zoning N/A

Change of Occupancy  N Sign Permit Required  N 2nd Hand Property Dealer  N

Planning Official Thomas McIntosh Date 4-3-26

Comments:

MOBILE VENDOR - NO LAND USE NECESSARY.

Police Chief [Signature] Date 04-01-26

Recommendation:  Grant  Deny

Comments:

City Manager See "Planning official" Date \_\_\_\_\_

Billing Clerk N/A Date \_\_\_\_\_

City Recorder [Signature] Date 4/3/26

Fee \$50 Receipt # 92932 CC 4/6/26 Letter/Label  Entered/Mailed

Additional Remarks:

Refer to the Winston Municipal Code, Title XI; Chapter 110; Sections 110.01 – 110.99, and Chapter 112; Sections 112.01 – 112.99. View it 24/7 at the City Website under the Government tab, or in person at City Hall weekdays, 201 NW Douglas Blvd. (541) 679-6739 for info.



RECEIVED CK# \_\_\_\_\_  
 MAR 17 REC'D CASH \_\_\_\_\_  
 AMT. \_\_\_\_\_  
 CITY OF WINSTON BY: \_\_\_\_\_

**I AM INTERESTED IN:**

\_\_\_\_\_ PLANNING COMMISSION

\_\_\_\_\_ PARKS BOARD

\_\_\_\_\_ BUDGET COMMITTEE

\_\_\_\_\_ URBAN RENEWAL ADVISORY

ECONOMIC DEVELOPMENT

\_\_\_\_\_ TRAFFIC & PUBLIC SAFETY

\_\_\_\_\_ LIBRARY, (FOWL)

\_\_\_\_\_ OTHER \_\_\_\_\_

**CITY OF WINSTON  
 CITIZEN INVOLVEMENT  
 APPLICATION FOR  
 APPOINTMENT**

Name Craig Wilson

Residence Address 31 SE. Grape Ave. Mailing \_\_\_\_\_

City Winston, OR State \_\_\_\_\_ Zip Code 97496

How Long? 10 Yrs Age Group 18-25 26-35 36-50 51-60  61+

Phone 541-816-9821 Email Address mark124144@gmail.com

Occupation Retired Hobbies/Interests \_\_\_\_\_

Previous community involvement experience? None

Most correspondence is done by email. Please check it regularly. Resumes are encouraged, not required. Feel free to attach whatever you feel is relevant to being appointed to the board, commission, or committee you wish to serve.

I can commit 8 to 12 daytime hours, and/or I can commit \_\_\_\_\_ evening hours per month.

Applicant Signature: Craig M. Wilson Date 3/16/2026

Feel free to use the space below to add relevant information you feel would have an impact on your appointment.

See attached letter & resume

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*\*See Reverse Side for Important Information\*\*\*\*\*

**Craig M. Wilson**

31 SE Grape Ave.  
Winston, OR 97496

541-816-9821  
mark124144@gmail.com

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March 16, 2026

City of Winston  
City Council

Honorable Council Members,

I am requesting to be added to the Economic Development Committee. My most recently revised resume is a brief summary of some of my prior employment. I have roughly four decades of employment primarily with electronics and aerospace engineering and manufacturing companies.

I am most interested in helping the city identify and grow in the area of industrial development. My experience in this area is from many years of mid-level work within the defined companies.

I have attended the last two meetings of the committee and am prepared to participate as may be appropriate to the subject.

Sincerely,

Craig Wilson



Attachments: City application, personal resume



**CITY OF WINSTON  
&  
WINSTON URBAN RENEWAL AGENCY**

**BUDGET CALENDAR  
2026-2027**

<b>DATE</b>	<b>DAY</b>	<b>BUDGET ACTIVITY</b>
04/06/2026	Monday	Appointment of Budget Officer and approval of Budget Calendar
04/09/2026	Thursday	Department Budget Requests submitted
04/17/2026	Friday	Publish First Notice of Budget Committee Meetings
04/24/2026	Friday	Publish Second Notice of Budget committee Meetings
05/04/2026	Monday 6:00pm	First Budget Committee Meeting: Receive Budget Message & Budget Document; Elect Officers & Adopt Procedures
05/11/2026	Monday 4:00pm	Second Budget Committee Meeting: Budget Presentation, Discussion & Revision
05/14/2026	Thursday 5:00pm	Finalization & Budget Committee Approval of 2026-2027 Budget (If necessary)
05/22/2026	Friday	Publish Notice of Public Hearings on 2026-2027 Budget
06/01/2026	Monday	Public Hearing on 2026-2027 Budget
06/15/2026	Monday	Adoption of 2026-2027 Budget and related resolutions
07/01/2026	Wednesday	Beginning of 2026-2027 Budget Year
07/15/2026	Wednesday	Deadline to submit 2026-2027 Budget Forms to Douglas County Assessor

# RESOLUTION NO. 26-1222



**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 AND REPEALING RESOLUTION NO. 24-1117.**

**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 2024 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 a lease agreement with Winston Area Community Partnership for the Teen Center program as outlined in Staff Report No. 26-03 dated 4/6/2026, 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 6<sup>TH</sup> DAY OF APRIL 2026.**

**APPROVED BY THE MAYOR ON THIS 6<sup>TH</sup> DAY OF APRIL 2026.**

\_\_\_\_\_  
*Christie Knutson, Mayor*

*Attest:*

\_\_\_\_\_  
*Cindy M. Sarti, City Recorder*

## WACP and City of Winston Lease Agreement

**BETWEEN: CITY OF WINSTON (Lessor)**

**AND**

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

**DATE:** \_\_\_\_\_, 2026

**This lease agreement** is made on the 6th day of April, 2026, 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 90 days, running April 6th, 2026, through July 5th, 2026. The parties agree that this lease may be extended with the mutual agreement of both parties. 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 for the 90-day agreement. The payments shall be made on the following schedule: On or before the 5<sup>th</sup> 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 while signed into the program. 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 with reasonable notice, 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. Signed in 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. Signed in 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 signed in time at the Teen Center. WACP shall be responsible for ensuring the teens that have checked out of the program for the day leave WACP leased 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. The outdoor play area either or active or signed out teen center participants utilize must be clearly defined.
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 reasonable 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 future contracts considered by WACP including with the Winston Dillard School District, that introduce new uses or activities, shall be reviewed and approved by the City

prior to its execution. Any subletting of the space shall be approved by the City Council. The City will approve or deny within 30 days.

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. The City will issue a 90-day notice to WACP for the discontinuation of available internet services and Wi-Fi signal at the community center.
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. The City shall provide a reply within five business days. 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. WACP shall install a visual deterrent and/or method of containment directly adjacent to the teen center door entrance in the foyer of the community center such as a roping system, accordion or partition wall or similar device that will achieve containment of signed in teen center activity to the programs leased area and bathroom facility. Any proposal must be processed and approved through the project worksheet process with the City.
15. WACP shall either remove outside vegetation/garden facilities or maintain such areas free of Winston supervision including monetary support for watering activities.
16. WACP shall be responsible for deep cleaning maintenance within their leased area including the upkeep of the floors. WACP may furnish the city the comparable amount of cost for the city to hire a maintenance crew to carry out the duties to completion not more than twice per year.

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 and the City will provide a 90 day notice prior to the discontinuation of internet and Wi-Fi services to the community center.
  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 used only 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.

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WINSTON AREA COMMUNITY  
PARTNERSHIP

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THOMAS MCINTOSH, CITY  
MANAGER

ATTEST:

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CINDY M. SARTI, CITY  
RECORDER

# RESOLUTION NO. 24-1117



**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 AND REPEALING RESOLUTION NO. 23-1112.**

**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 a lease agreement with Winston Area Community Partnership for the Teen Center program as outlined in Staff Report No. 24-01 dated 1/19/2024, 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 22<sup>ND</sup> DAY OF JANUARY 2024.**

**APPROVED BY THE MAYOR ON THIS 22<sup>ND</sup> DAY OF JANUARY 2024.**

\_\_\_\_\_  
*David S. Rutter, Mayor*

Attest:

\_\_\_\_\_  
*Cindy M. Sarti, City Recorder*



# *Staff Report*

*ADMIN 26-03*

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**Subject:** Teen Center lease Agreement

**Date:** April 6, 2026

**Prepared by:** Thomas McIntosh, City Manager

**Title:** Resolution No. 26-1222

**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 previous contract expired in January of this year that ran for a two year period of time. Due to ongoing negotiations regarding safety concerns in the community center surrounding the teen center operation, Winston City Council approval entertaining a 90-day contract. The attached document reflects the nature of this request. Subsequent meetings and discussions are necessary for the city to consider a long-term contract for the WACP teen center program. The fee will currently remain the same and with only nominal adjustments related to minor maintenance activities, the contract remains essentially the same.

**Recommendation:** Approve Resolution No. 26-1222

**Financial Impact:** The City will receive a monthly amount of \$850 as a specified in the proposed contract.



## **ORDINANCE NO. 26-722**

**AN ORDINANCE OF THE CITY OF WINSTON OREGON CITY COUNCIL GRANTING A NON-EXCLUSIVE ELECTRIC UTILITY FRANCHISE TO PACIFICORP AND REPEALING ORDINANCE NO. 16-671.**

**WHEREAS**, PacifiCorp d.b.a. Pacific Power, is a regulated public utility that provides electric power and energy to the citizens of the City of Winston (the "City") and other surrounding areas;

**WHEREAS**, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

**WHEREAS**, the City desires to set forth the terms and conditions by which PacifiCorp shall use the public ways of the City;

**NOW, THEREFORE**, be it ordained by the City:

**SECTION 1. Grant of Franchise and General Utility Easement.** The City hereby grants to PacifiCorp the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as "Public Ways") within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

**SECTION 2. Term.** The term of this Franchise and General Utility Easement is for ten (10) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

**SECTION 3. Acceptance by PacifiCorp.** Within sixty (60) days after the passage of this ordinance by the City, PacifiCorp shall file an unqualified written acceptance thereof, with the City Recorder, otherwise the ordinance and the rights granted herein shall be null and void.

**SECTION 4. Non-Exclusive Franchise.** The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences; provided, however, that such use shall not unreasonably interfere with PacifiCorp's Electric Facilities or PacifiCorp's rights granted herein.

**SECTION 5. City Regulatory Authority.** In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Oregon, the laws of Oregon or City Ordinances.

**SECTION 6. Indemnification.** The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by PacifiCorp of its Electric Facilities. PacifiCorp shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of PacifiCorp's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to PacifiCorp of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's judgment a conflict of interest exists between the City and PacifiCorp with respect to such claim, demand or lien, permit PacifiCorp to assume the defense of such claim, demand, or lien with counsel satisfactory to City. If such defense is not assumed by PacifiCorp, PacifiCorp shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, PacifiCorp shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees.

**SECTION 7. Annexation.**

**7.1 Extension of City Limits.** Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by PacifiCorp located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

**7.2 Annexation.** When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to PacifiCorp: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

PacifiCorp Customer Contact Center  
P.O. Box 400  
Portland, Oregon 97202-0400

With a copy to:  
PacifiCorp  
Attn: Office of the General Counsel  
825 N.E. Multnomah, Suite 2000  
Portland, Oregon 97232

Additional or increased fees or taxes, other than ad valorem taxes, imposed on PacifiCorp as a result of an annexation of territory to the City shall become effective on the effective date of the annexation provided notice is given to PacifiCorp in accordance with ORS 222.005, as amended from time to time.

**SECTION 8. Planning, Design, Construction and Installation of Company Facilities.**

**8.1** All Electric Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

**8.2** Except in the case of an emergency, PacifiCorp shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. PacifiCorp will abide by all applicable ordinances and all reasonable rules, regulations and requirements of the City, and the City

may inspect the manner of such work and require remedies as may be necessary to assure compliance. Notwithstanding the foregoing, PacifiCorp shall not be obligated to obtain a permit to perform emergency repairs.

**8.3** All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

**8.4** If, during the course of work on its Electrical Facilities, PacifiCorp causes damage to or alters the Public Way or public property, PacifiCorp shall (at its own cost and expense and in a manner approved by the City) replace and restore it to a condition comparable to that which existed before the work commenced.

**8.5** In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, PacifiCorp shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

**8.6** The City shall have the right without cost to use all poles and suitable overhead structures owned by PacifiCorp within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that PacifiCorp shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with PacifiCorp's use of same. Nothing herein shall be construed to require PacifiCorp to increase pole size, or alter the manner in which PacifiCorp attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of PacifiCorp and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by PacifiCorp.

**8.7** PacifiCorp shall have the right to excavate the Public Ways subject to reasonable conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, PacifiCorp shall first notify the City of such work and shall allow the City, at its own expense, to share the trench of PacifiCorp to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with PacifiCorp's Electric Facilities or delay project completion.

**8.8** Before commencing any street improvements or other work within a Public Way that may affect PacifiCorp's Electric Facilities, the City shall give written notice to PacifiCorp.

**8.9** No structures, buildings or signs shall be erected below PacifiCorp's facilities or in a location that prevents PacifiCorp from accessing or maintaining its facilities.

**8.10** PacifiCorp shall provide the City with a report of all new services created within City boundaries on an annual basis during the term of this Franchise. The City shall provide written confirmation of the accuracy of the report and/or any corrections thereto to PacifiCorp within a reasonable time following receipt of the report.

**SECTION 9. Relocation of Electric Facilities.**

**9.1** The City reserves the right to require PacifiCorp to relocate overhead Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, PacifiCorp shall promptly commence the overhead relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of PacifiCorp, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of PacifiCorp to obtain reimbursement. In cases of capital improvement projects undertaken by the City, PacifiCorp shall convert existing overhead distribution facilities to underground, so long as PacifiCorp is allowed to collect the costs associated with conversion from overhead to underground distribution facilities consistent with OAR 860-022-0046, the Oregon Public Utility Commission rule on forced conversions.

**9.2** PacifiCorp shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, PacifiCorp may charge the expense of removal or relocation to the developer or customer. For example, PacifiCorp shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition or caused by a private development. In such event, the City shall require the developer to pay PacifiCorp for such relocation costs as part of its approval procedures.

**SECTION 10. Subdivision Plat Notification.** Before the City approves any new subdivision and before recordation of the plat, the City shall mail notification of such approval and a copy of the plat to PacifiCorp:

Pacific Power  
Attn: Estimating Department  
4025 Old Highway 99S  
Roseburg, OR 97471

**SECTION 11. Vegetation Management.** PacifiCorp or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches or limbs or other part of such trees or vegetation from interfering with PacifiCorp's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent PacifiCorp, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

**SECTION 12. Compensation.**

**12.1** In consideration of the rights, privileges, and franchise hereby granted, PacifiCorp shall pay to the City from and after the effective date of the acceptance of this franchise, nine percent (9%) of its gross revenues derived from within the corporate limits of City. The term "gross revenue" as used herein shall be construed to mean any revenue of PacifiCorp derived from the retail sale and use of electric power and energy within the municipal boundaries of the City after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. All amounts paid under this Section 12 shall be subject to review by the City; provided that only payments which occurred during a period of thirty-six

(36) months prior to the date the City notifies PacifiCorp of its intent to conduct a review shall be subject to such review. Notwithstanding any provision to the contrary, at any time during the term of this Franchise, the City may elect to increase the franchise fee amount as may then be allowed by state law. The City shall provide PacifiCorp with prior written notice of such increase following adoption of the change in percentage by the City. The increase shall be effective sixty (60) days after City has provided such written notice to PacifiCorp.

**12.2** The franchise fee shall not be in addition to any other license, occupation, franchise or excise taxes or charges which might otherwise be levied or collected by the City from PacifiCorp with respect to PacifiCorp's electric business or the exercise of this franchise within the corporate limits of the City and the amount due to the City under any such other license, occupation, franchise or excise taxes or other charges for corresponding periods shall be reduced by deducting there from the amount of said franchise fee paid hereunder.

**SECTION 13. Renewal.** At least 120 days prior to the expiration of this Franchise, PacifiCorp and the City shall agree to either extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to renegotiate a replacement Franchise. PacifiCorp shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

**SECTION 14. No Waiver.** Neither the City nor PacifiCorp shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**SECTION 15. Transfer of Franchise.** PacifiCorp shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld; provided, however, inclusion of this Franchise as property subject to the lien of PacifiCorp's mortgage(s) shall not constitute a transfer or assignment.

**SECTION 16. Amendment.** At any time during the term of this Franchise, the City, through its City Council, or PacifiCorp may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and PacifiCorp and formally adopted as an ordinance amendment.

**SECTION 17. Non-Contestability--Breach of Contract.**

**17.1** Neither the City nor PacifiCorp will take any action for the purpose of securing modification of this Franchise before either the Oregon Public Utility Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall PacifiCorp be precluded from seeking relief from the Courts in the event Oregon Public Utility Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

**17.2** In the event PacifiCorp or the City fails to fulfill any of their respective obligations under this Franchise, the City, or PacifiCorp, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without

such action which would be necessary to formally amend the Franchise.

**SECTION 18. Notices.** Unless otherwise specified herein, all notices from PacifiCorp to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to PacifiCorp pursuant to or concerning this Franchise shall be delivered to the Customer and Community Affairs Vice President, Pacific Power, 825 NE Multnomah, Lloyd Center Tower Suite 2000, Portland, Oregon 97232, and such other office as PacifiCorp may advise the City of by written notice.

**SECTION 19. Severability.** If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

**SECTION 20. Waiver of Jury Trial.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

**FIRST READING BY THE CITY OF WINSTON, OREGON CITY COUNCIL ON THIS 6<sup>TH</sup> DAY OF APRIL 2026.**

**SECOND READING BY THE CITY OF WINSTON, OREGON CITY COUNCIL ON THIS 20<sup>TH</sup> DAY OF APRIL 2026.**