



City Council Meeting
April 20, 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
 1. April 6, 2026, Regular Meeting
 2. April 20, 2026, Workshop
- 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**
 - A. Economic Development—*Dave Cunningham, Council Liaison*
 - B. Park Board—*Dorie White, Liaison*
 - C. Friends of the Winston Library—*Paula Fetzer, Director*
- V. Department Reports**
 - A. Wastewater—*Christopher Sherlock, Superintendent*
 - B. Police—*Brandon Sarti, Chief*
 - C. Public Works—*Andy Howell, Superintendent*
 - D. Administration—*Thomas McIntosh, City Manager*
- VI. Old Business**
 - A. Park Board Restructuring
- VII. New Business**
 - A. New Business Licenses
 1. True North Restoration
 - B. Resolution No. 26-1223 Transportation Fee Increase
 1. Read by Title Only—*Cindy Sarti*
 2. Staff Report—*Thomas McIntosh*
 3. Comments from the Audience (3 minutes each speaker)
 4. Council Action
 - C. Resolution No. 26-1224 Storm Drainage Fee Increase
 1. Read by Title Only—*Cindy Sarti*

2. Staff Report—*Thomas McIntosh*
 3. Comments from the Audience (3 minutes each speaker)
 4. Council Action
- D. Ordinance No. 26-722 PacifiCorp Franchise Agreement
1. Read by Title Only, 2nd Reading—*Cindy Sarti*
 2. Staff Report—*Thomas McIntosh*
 3. Comments from the Audience (3 minutes each speaker)
 4. Council Action
- VIII. Non-Agenda Items from Council**
- IX. Upcoming Agenda Items**
- X. Good of the Order**
- A. Check Copies
 - B. Claims in Excess of \$500
- XI. Announcements**
- First Budget Committee Meeting, May 4th at 6; City Hall
 - City Council Meeting May 4th at 7; City Hall
 - Second Budget Committee Meeting, May 11th at 4; Community Center
- XII. Executives Session—Pursuant to ORS 192.660 (2)(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.**
- A. Resolution No. 26-1222 Winston Area Community Partnership (WACP) Teen Center Agreement
 1. Read by Title Only—*Cindy Sarti*
 2. Staff Report—*Thomas McIntosh*
 3. Comments from the Audience (3 minutes each speaker)
 4. Council Action
- 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
April 6, 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 members in attendance were city manager Thomas McIntosh, public works superintendent Andy Howell, police chief Brandon Sarti, and city recorder Cindy Sarti. Add item IV(A) Douglas High School report with Gracie Byers, student representative. Add announcement Traffic & Public Safety meeting at the police department on April 7th at 7; and correct announcement for Urban Renewal Agency to April 16th.

Approval of Council Minutes for March 16, 2026
Motion to approve by Hobson; second by White. Unanimous.

Comments from the Audience

Bill Warmack, 500 SE Parkway Drive, said council did not honor the citizens' choice to not have a marijuana dispensary in Winston. Also, the big, parked truck he complained about previously has not moved.

Brooke Bustrum of the DHS Booster Club brought in an updated flyer for the Trojan Luau event on May 30th at Wildlife Safari.

Reports: Boards, Commissions, Committees and Schools

Douglas High School—*Gracie Byers, Student Representative*

The FFA is proud of seven members who achieved the highest degree of membership. The ASB's Easter egg hunt was a success. Prom is May 2nd at Rich Wine Vineyards with a Las Vegas style theme. Byers read a letter from FFA thanking the council for their support. Current sports are track, softball, baseball, and golf.

Department Reports

Police—*Chief Sarti*

Chief Sarti toured the new Redbarn facility and its security systems. There are 25 tasks left to complete the Accreditation designation. The Cow Creek tribal agency is receiving training from Winston's records clerk while they are transitioning into new management. Taser guns have been upgraded, and a virtual reality headset and scenario-based training software have been purchased to meet use of force training requirements.

Public Works—*Andy Howell, Superintendent*

We are collecting water samples around the siphon location. Since there is a well involved, we are going above and beyond to be sure the citizen's well water does not become contaminated. We received a call to have a Circus, without animals, at Riverbend Park.

Administration—*Thomas McIntosh, City Manager*

McIntosh thanked council for their hard work during the process for the dispensary. Staff is working to get the best possible budget figures. Statements of economic interest are due.

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*

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

Set Council Workshop

Park Board Restructure April 13, 2026, at 6pm was confirmed.

Request for Appointment to Economic Development Committee, Craig Wilson

Motion to appoint by Hobson; second by Cunningham. Unanimous.

All Weather Flags Purchase

Motion to approve the purchase of 40 all-weather flags at \$38 - \$42 each by White; second by Cunningham. Unanimous.

Appointment of Budget Officer and Approval of Budget Calendar

Motion to appoint Ann Munson as budget officer and to adopt the budget calendar by Hobson; second by Cunningham. Unanimous.

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

Motion to table until more information has been gathered by Hobson; second by White. Unanimous.

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

Motion to move to second reading by Hobson; second by Wiggins. Unanimous.

Announcements

CORRECTION Urban Renewal Agency April 19th 16th at 5:30; City Hall
Traffic & Public Safety April 13th at 7; Police Department

There being no further business, the meeting adjourned at 7:56. Respectfully submitted by Cindy Sarti, City Recorder.

Christie Knutson, Mayor

Attest:

Cindy Sarti, City Recorder



City Council Workshop
April 13, 2026, 6:00 pm
City Hall Council Chambers
201 NW Douglas Blvd.
541.679.6739 Info.

The workshop was called to order at 6 o'clock by Mayor Christie Knutson. Councilors Dorie White, Dave Cunningham, Allen Hobson were also present. Nick Wiggins was excused. Staff members in attendance were city manager Thomas McIntosh, public works superintendent Andy Howell, public works foreman Megan Hamilton, street and utility operator Shiloh Joers, park utility worker Corey Breeding, and city recorder Cindy Sarti.

Park Board Restructuring

McIntosh began with a presentation including photographs of current condition the playground equipment is in. Other photos included rotten wood beams at the Riverbend Park Pavilion, and a dangerous power service, also at Riverbend Park. McIntosh emphasized the need to address these issues and correct them immediately.

The current Park Board platform consists of an all-volunteer panel of 7 citizens. There is no requirement that members reside within the city limits.

McIntosh suggested creating a new platform consisting of a combination of 2 staff members, one city councilor, and 2 members of the community who reside in the city limits and consolidating all decision making regarding parks to the City Council level.

Park Board chair Jack Holland stated that the previous city manager basically "handcuffed" the board, limiting their duties to listening to the needs of citizens and making recommendations to council and that they could not fundraise.

Councilor Cunningham asked about the progress of Parks Master Plan. McIntosh stated it was a Park Board task and that no progress had been made. Cunningham also asked if URA funding could be utilized for parks infrastructure. McIntosh stated the projects needed to lie within the Urban Renewal District.

Councilor Cunningham would like to know if anything could be extracted from the 2016 Master Plan.

McIntosh asked if the “handcuffs” were removed, what steps would the board take to address park deficiencies?

Cunningham would like to update the job descriptions created by the previous city manager.

Andy Howell, Public Works superintendent, said if it isn’t working, it needs to be fixed.

Jack Holland would like for the current board to be given another chance to fix it.

There will be dedication of the Community Park Pavilion to Lloyd Stutzman on May 2nd at 2pm.

The workshop adjourned at 7:12. Respectfully submitted by Cindy Sarti, City Recorder.

Christie Knutson, Mayor

Attest:

Cindy Sarti, City Recorder

FLOW ALLOCATION CHART

MONTH	WINSTON MG	GREEN MG	GREEN Calculated MG	LANDERS LN. MG	LEACHATE (Ingram) MG	TOTAL MG	RAINFALL
Jan.26	32.08	28.83	28.55	0.891	1.166	60.63	2.45
Feb.26	38.35	33.73	33.45	0.789	1.067	71.80	6.04
Mar.26	36.73	29.78	29.20	0.486	1.062	65.93	1.99
Apr.25	26.89	34.25	33.76	0.560	1.051	60.65	0.81
May.25	17.41	21.16	20.97	0.352	0.539	38.38	0.57
June.25	14.22	18.66	18.55	0.334	0.435	32.78	0.18
July.25	14.03	17.51	17.45	0.339	0.396	31.48	0.10
Aug.25	13.49	16.49	16.49	0.392	0.385	29.98	0.14
Sept.25	13.17	17.00	17.16	0.469	0.308	30.33	1.02
Oct.25	15.67	20.60	20.55	0.531	0.583	36.22	3.19
Nov.25	15.23	20.40	20.27	0.595	0.732	35.50	2.85
Dec.25	27.75	29.83	29.45	0.595	0.974	57.20	6.16
TOTAL	265.02	288.23	285.86	6.334		550.88	25.50
GREEN Flow Calculated		285.86					
APPORTIONMENT	48.11%	51.89%					
				100%			

Winston- Green WWTF Monthly Numbers

March 2026

General

1.) Plant Flow (MG)	<u>2026</u>		<u>2025</u>	
<i>Winston</i>	36.73	55%	47.88	56%
<i>Green</i>	29.78	45%	37.97	44%
<i>Rainfall</i>	1.99		8.36	

2.) Leachate

WWTF:	0	434,500
Ingram:	1,061,500	1,292,500
Total:	1,061,500	1,727,000

3.) Bio-Solids

*Storing solids

Monthly Notes

- Took salt storage tank offline in order to clean. This was something that has never been done to that tank. It is approximately 22 years old
 - Staff Also repaired a split on the fiberglass tank
 - Plant ran on totes of chlorine during this time
- Annual PM's on vehicles and equipment
- Grounds maintenance. Mowing, Spraying, Weed Eating
- Repaired air line on Aeration Basin
- The treatment plant has officially switched over to MaintainX for our facility maintenance program. This has been a huge endeavor that has taken the last 6 months to get everything entered into the new software. We still have years of data entry and refinement, but the initial process is complete
- Ran into issues getting a shipment of Calcium Thiosulfate (Dechlor). In order to fit a full tanker into our storage tank we have to be down to approximately 2 weeks let of chemical. Unfortunately our delivery kept getting postponed due to various reasons and this resulted in us having to purchase a tote of chemical in order to get us through until our delivery arrived.
- Maintenance performed on Microchlor chlorine generation system while salt tank was offline
 - Leaks on piping
 - Cell Replacement

- RBC's offline for the year. This was due to a variety of issues which were flows being low, sludge storage needs, and failures on both the RBC side and the RBC blower side.
- Plant has been put in a nitrification setup in anticipation for our summer permit. As on 4-8-26 we are currently meeting our summer permit requirements.



Park Board 2021

Park Board Meeting Minutes
October 12nd, 2021 at 5:00 pm
City Hall

1. **Call to order:** The meeting was called to order at 5:05 pm

A. Roll Call

a) Members Present:

- Andy Howell (Public Works)
- Edie Young (Chair)
- Melissa Tristany
- Carole Myers
- Nael Goowin
- Jack Holland

b) Members Absent:

- Terry Middleton
- Teresa DeWald (Council Liaison)

c) Guests Present:

- Clay Caldwell – Winston Festival Association

B. Minutes had been read by all present. Motion by Jack Holland to approve Minutes as written, second by Carole Myers.

2. **Guest Clay Caldwell** - Informed the parks board that at the mayor's request he was seeking some sort of agreement between the Festival Association and the city to continue to use the kitchen at River Bend Park. This agreement would need to include proof of insurance with the City labelled as additional insured. Jack suggested for Clay to meet with the mayor and collaboratively write the agreement. Jack also suggested including a list of the inspections that are performed such as fire suppression system annual checks and Health Department food safety inspections. Once this agreement is written it can be presented to the parks board and we can make a recommendation for the city to accept it.

3. **Old Business:**

A. Pavilion at Community Park

The OPRD LWCF (Land & Water Conservation Fund) grant was brought up for discussion. Information was gathered about requirements to apply for the grant. With the new information and the quickly approaching deadline the board decided to not pursue the LWCF and wait for LGGP grant which will open for applications on January 1st, 2022. Andy presented his idea to utilize the pre-existing cement pad to cut down on ground prep costs. Andy offered to speak to a friend of his to get an up-to-date estimate to build a 24' x 18' wood pavilion on the pre-existing site. Jack made a motion to authorize Andy to speak to his friend about the project. Carole second. Motion passed unanimously. Once the board has a true estimate that they agree on, a formal request will need to be written to the City of Winston for approval to move forward.

B. Park Rental Fees

The City of Winston Fee Schedule for the Parks and the Community Center was presented to the board for review. Each line item was discussed, and adjustment requests were made. Jack made a motion to increase deposits for all park rentals from \$75.00 to \$150. Carole Second. Jack made a motion to approve recommended fees for the Community Center. Carole Second. Motion passed unanimously. See fee revisions attached.

Jack moved to make an official request to the city to no longer waive park and Community Center fees completely effective immediately. The parks board would like to establish a reduced fee amount that can be requested from park renters who meet certain criteria. Once this is established the park board will make another request.

4. New Business

A. Park Board Projects

Edie made a request for public works to come up with a list of repairs or larger maintenance items for the parks that they are already aware of so that the park board can start fund raising to help. In this discussion it was brought up that grass areas of Riverbend Park have been damaged from vehicles driving on the grass and tearing it up. There are many postings at the park indicating to the public not to drive on the grass, but the park rules are not being enforced. This is a concern and there was discussion on whether it needed to be taken to the local authorities to find a solution. Andy mentioned possibly putting up more of a barrier such as large boulders.

Jack brought up the missing flagpole at Riverbend Park making a request that the board works on getting a new pole put up. There was discussion on location in the park and when it would be utilized. It was decided with discussion that having a flag flown year-round would be very difficult to maintain so the flagpole would be used only during events.

Items at the Community Center were listed as needing repairs or replacement:

- Building roof
- Carpeting
- Phone System
- Computer System

B. New Applicant

The board has a new applicant to fill the remaining seat. Sabrina Allgood would like to help contribute to the community by serving on a local board. She lives in Winston but outside city limits. The position has been open for over 90 days, so it is open to those outside city limits. Jack made a motion to approve Sabrina's application. Carole second. Motion passed unanimously. Welcoming Sabrina to the Parks Department Board.

C. Master Plan

Edie made a request to the board to move forward with updating the Park Master Plan. Having an updated master plan will help secure more grant funds in the future. Jack suggested we go over a section of the master plan at each meeting for review and updating. Edie will add it to the agenda for the next meeting.

5. Next Meeting Date / Location: November 9th, 2021 at City Hall

6. Adjournment: Meeting adjourned at 6:20 pm



Parks Project

Date: _____

Permit No: _____

I _____ hereby make application for permit

(Firm Name / Applicant's Name -Please Print)

For park project located at _____ Park.

In strict conformity to the attached exhibits. Subject to all terms and conditions contained in the application and permit, and applicable state and local laws, ordinances, rules and regulations regarding city of Winston parks.

Description of work to be performed: _____

(Site Plan is required for application review)

Work will be performed by: Applicant: _____ Contractor: _____ other: _____

Authorized Signature

Mailing Address

Contact Number

City

State

Zip

Office Use Only

Special provisions:

City Manager: _____ Date _____

Public Works: _____ Date _____

Park Board: _____ Date _____

City Council: _____ Date _____

CITY OF
WINSTON
PUBLIC WORKS



201 NW Douglas Blvd
Winston, OR 97496

Phone: 541-679-6114
Fax: 541-679-0496

City of Winston Park Requirements for Proposed Projects

Winston Park Board, in conjunction with the Public Works Dept., will determine if project will be presented to City Council for approval only after these listed requirements are met:

- *Well defined outline of the project in writing, including start and completion dates of project.*
- *Total cost of the project.*
- *What, if anything, will be requested from the City? Please provide details of cost and time. Will this project affect the City's insurance?*
- *What will be the maintenance requirements?*
- *Will the proposed placement affect other rentals for park activities?*
- *Provide contact information on who will be in charge of the project.*
- *All work shall be approved by an authorized representative of the Public Works Department. Any damaged areas shall be restored to original condition.*
- *Permittee warrants that all work will be free from defects for a period of two years from the date of completion. Permittee, at Permittee's expense, shall correct defects that become apparent within the warranty period. If the Permittee fails to correct the defects, the city may do so and charge the cost to the Permittee.*
- *Have safety plan in place including, but not limited to, fencing, barricades, warning signs and fall protection.*
- *Provide updates so information can be passed on to the Park Board, City Manager and City Council.*

I have read and understand these terms & conditions.

DATE _____

SIGNATURE _____

PHONE _____

PRINTED NAME _____

CITY OF
WINSTON
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201 NW Douglas Blvd
Winston, OR 97496

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- *Have safety plan in place including, but not limited to, fencing, barricades, warning signs and fall protection.*
- *Provide updates so information can be passed on to the Park Board, City Manager and City Council.*

I have read and understand these terms & conditions.

DATE 11/15/18

SIGNATURE Bob W. Reavler

PHONE 541 671 3161

PRINTED NAME Bob W. Reavler

City of Winston Park Projects

City of Winston Public Works Department Application for Park Projects

Date: 11/15/18

Permit No: _____

I Bob Reavler hereby make application for permit

(Firm Name / Applicant's Name -Please Print)

For park project located at Winston Community Park.

In strict conformity to the attached exhibits. Subject to all terms and conditions contained in the application and permit, and applicable state and local laws, ordinances, rules and regulations regarding city of Winston parks.

Description of work to be performed: Paint lines for Pickleball Courts

(Site Plan is required for application review)

Work will be performed by; Applicant: Contractor: _____ Other: _____

Bob Reavler

1141 Mark Ct

Authorized Signature

Mailing Address

541 671 3161

Winston

Contact Number

City

OR 97496

State

Zip

Office Use Only

Special provisions: P.W ok 8-1-18 motion passed Park board

City Manager: AUGUST Date 8-6-18

Public Works: _____ Date 8-6-18

Park Board Chair: _____ Date 8-1-18

City Council: _____ Date 8-6-18 "meeting"



Park Board

21-01

Subject: City Parks / Community Center Fees
Date: November 1 ,2021
Prepared by: Melissa Tristany Park Board Secretary
Title: Park Board Recommendation

The Winston Park Board would like to recommend that renters no longer be able to request a full waiver of fees for rentals of the Winston Community Center / Winston Parks.

Instead, we propose that renters be able to make a request for reduced fees, reduced fees would cover the cost of set-up, maintenance, and repairs of said rentals. This fee would come directly from Public Works and be determined on actual cost incurred per rental.

Winston Park Board

City of Winston

Mailing - 245 SE Thompson Ave
Winston, OR 97496

Phone # (541) 679-6114
E-mail publicworks@cityofwinston.org

Rental Agreement

Date	Invoice #
3/25/2026	917

Renter:
Cinda Tyler /Cassie Rose Executive Director
Care of Community Volunteer Network Douglas County SHIBA Program 1 W Main St St 303 Medford OR 97501 541-857-7784

On-Site Contact
541-784-7880 541-857-7784

The above mentioned person(s) is (are) to be the responsible point of contact for the following.
For the consideration of rents herein specified, the City of Winston does hereby lease unto Customer the use of the Winston Community Center, located at 440 SE Grape (corner of SE Grape & SE Thompson) for:

Event Date	Start/End Time	Set-UP	Event		
3/25/2026	8:30AM-3:30PM		Medicare Counseling		
Room/Items Rented			Quantity	Price	Total
Wooley Conference Room (D) rental - Seated 8 1/2 day = 8:30 am-2:30 pm OR 3pm-10pm Twice Monthly/Wednesdays -2nd and 4th Will not affect rental of the Grand Room/rooms Willing to move days/dates if there is a potential renter Providing free Medicare counseling to Medicare recipients Quantity N/A Thomas approved to move forward to City Council for possible waiver of fees (4/6/26)				55.00	55.00
Will there be alcohol at this event? <input checked="" type="checkbox"/> No <input type="checkbox"/> CR Initial <input type="checkbox"/> Yes <input type="checkbox"/> Initial <input type="checkbox"/> Yes Insurance on File I have read, understand & received a copy of the WCC Usage Policies <input type="checkbox"/> Yes <input type="checkbox"/> Initial			Total		\$55.00

Payments/Credits	\$0.00
Balance Due	+\$55.00

APPROVED
By Cassie Rose at 2:33 pm, Apr 13, 2026

\$0.00 - see above per request - cr



* True North Restoration *
SW Oregon

Application for Business License

RECEIVED	CHK# 4779
APR 07 REC'D	CASH
CITY OF WINSTON	AMT 50-
	BY DD

receipt # 92958

Tell us about you:

Applicant: NOAH WITT

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

Mailing Address: 1580 GREEN SIDING ROAD

City: ROSEBURG State: OR Zip: 97471

Phone: 541-670-3524 Email: NWITT@GOTRUE NORTH.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: _____

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 # 15-26

* True North Restoration SW Oregon * 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: TRUE NORTH RESTORATION SW OREGON
Business Type: PROPERTY RESTORATION
Owner/Agent: NOAH WITT
Street Address: 1580 GREEN SIDING ROAD
Mailing Address: 1580 GREEN SIDING ROAD PO Box: -
City: ROSEBURG State: OR Zip: 97471
Email: NWITT@GOTRUENORTH.COM Phone: 541-673-1333

Complete the following where applicable, and sign below:

CCB#: 220479 DC Health Dept: _____ Other: _____
Current/Upcoming Projects (Input N/A if none): _____

Applicant Signature:  Date: 4/3/2026

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 # 15 - 26

*** STAFF USE ONLY ***

LICENSE # 15-26

Business Location NA Zoning NA

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

Planning Official THOMAS McINTOSH Date 4-10-26

Comments: NO LAND USE REQUIRED.

Police Chief [Signature] Date 04.08.26

Recommendation: Grant Deny

City Manager See Planning official Date _____

Billing Clerk X/A Date _____

City Recorder [Signature] Date 4/17/26

Fee \$50 Receipt # 92958 CC 4/20/26 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.



RESOLUTION NO. 26-1223

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL UPDATING AND ADJUSTING THE TRANSPORTATION FEE BASED ON A NEWLY COMPLETED RATE STUDY ANALYSIS ON THE COSTS TO PROPERLY MAINTAIN THE WINSTON ROAD NETWORK.

WHEREAS Winston City Council is authorized to adopt fees for services provided by the City according to Winston Municipal Code 35.002; and,

WHEREAS the City is the road authority for all roads within its city limits and has responsibility to maintain such streets located in its jurisdictional boundaries; and,

WHEREAS the city may from time to time, by resolution, change the fees based upon revised estimates of the cost of properly maintaining local streets; and,

WHEREAS the newly completed transportation rate study outlines the updated pavement condition assessments total estimated cost for maintenance and rehabilitation at \$7.28 million.

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

SECTION 1. The transportation utility fee is hereby adjusted from \$1.00 to \$3.00 per equivalent dwelling unit. Engineers rate study, supplemental documents and staff report admin 26-04 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 20TH DAY OF APRIL 2026.

APPROVED BY THE MAYOR ON THIS 20TH DAY OF APRIL 2026.

Christie Knutson, Mayor

Attest:

Cindy Sarti, City Recorder

TECH MEMO

DATE: April 15, 2026
FROM: Kelly Sandow P.E.
Sandow Engineering
RE: City of Winston Pavement Conditions Update



BACKGROUND

This memorandum updates the City of Winston Pavement Conditions Memo prepared September 2017 . The update reflects changes in pavement conditions due to ongoing deterioration of the roadway network, as well as improvements completed by the City since the original evaluation. Additionally, the cost estimates for recommended maintenance and rehabilitation treatments have been revised to reflect current construction pricing. This information is intended to provide the City with an updated understanding of system conditions and associated improvement costs for planning and budgeting purposes.

COST UPDATE SUMMARY

The updated cost analysis reflects current unit pricing for pavement maintenance and rehabilitation treatments based on recent bid data and observed construction costs in the region. Unit costs have been revised across all treatment types to account for changes in material pricing, contractor availability, and overall market conditions. The updated costs have been applied to the recommended treatment strategies identified in the Pavement Management Plan.

Based on the updated analysis, the total estimated cost to complete the recommended pavement maintenance and rehabilitation program for the City of Winston is approximately **\$7.28 million**. This includes approximately **\$756,000** in slurry seals, **\$22,000** in chip seals, **\$2,119,000** in inlays, **\$1,160,000** in overlays, **\$2,483,000** in total replacements, and **\$740,000** in new paving. In addition, the estimated cost to upgrade deficient ADA ramps throughout the City is approximately **\$2,385,000**.

These values are presented in current dollars at the time of this update and are intended for planning-level purposes. Actual construction costs may vary depending on project size, location, phasing requirements, and site-specific conditions.

PAVEMENT EVALUATION DETAILS

The pavement conditions survey spreadsheet has been updated to reflect current conditions and estimated costs. As per the original evaluation, the spreadsheet includes an estimated

age of the asphalt, overall road condition rating, detailed road conditions, repair recommendations, and a cost estimate for the suggested repair method.

The estimated age of the asphalt was established using a visual evaluation of the physical conditions of the asphalt. A newer asphalt, 0-7 years old, will have a fresh black color to the asphalt and will generally display few signs of aging in the form of pavement fatigue. As an asphalt ages, oxidation on the surface will lighten the color of the surface to a pale gray color and general fatigue in the form of cracking, layer separation, rutting, and aggregate exposure will become more evident.

The overall road condition rating is shown on a spectrum ranging from very poor to very good as shown in the attachments of ODOT's Pavement Conditions Rating Manual tables.

The asphalt road condition is broken down into several individual columns. These columns are rated from A to F for each road if pavement distress is evident. These grades are used to evaluate the overall road condition rating. These columns for pavement distress are: fatigue cracking, alligator cracking, potholing, delamination, aggregate exposure, seam cracking, trench patch deterioration, rutting and pavement unevenness, narrowness of the street, settlement, and drainage problems. These columns are discussed below.

Fatigue Cracking: A series of cracks in close proximity caused by fatigue failure of the asphalt surface due to age, traffic loading, and/or unstable road base layers. On City streets, the pavement thickness is generally less than 3" and cracks begin at the bottom of the asphalt and work up to the surface as the pavement flexes under vehicle loading.

Transverse/Block Cracking: A series of interconnected cracks that can separate the pavement into rectangular parts, often evenly spaced. This generally occurs within larger sections and is not isolated in nature. This type of pavement cracking can be caused by aged, brittle asphalt. A pavement that was placed with low oil content, a 'dry' mix, can also cause this deterioration.

These cracks create a conduit for water to enter the base layers below the pavement and expedite the deterioration of the section.

Potholing: Failure of the asphalt layer that causes the asphalt to break out of an isolated area and expose the base layers. This is a product of prolonged failure of both fatigue cracking and alligator cracking. The pavement breaks out when the cracks become so close together that the asphalt become unstable and breaks out in small pieces. Water is able to easily enter the base layers and causes further deterioration of the surrounding area.

Delamination: A failure method of asphalt that exhibits sections of asphalt separating from a lower layer of asphalt. When multiple layers of asphalt are placed on a road they are bonded together with a layer of asphalt oil that effectively 'glues' the layers

together. This bond can break down over time and the top layer begins to break out of the road section.

Aggregate Exposure: Several factors can cause the asphalt oil to separate from the aggregate in a pavement mixture. When the aggregate gets exposed to environmental factors, it becomes susceptible to accelerated aging and deterioration. As this happens, the aggregate loses its bond to the pavement and dislodges, called raveling. Over time the surfaces becomes pitted and rough.

Seam Cracking: This pavement failure is seen in the form of cracking exhibited along the construction joints of the pavement. These joints are weak points in the asphalt and cracks can form along the joints due to several factors. When these cracks form they allow water to access the base layers and cause further damage to the pavement.

Trench Patch Deterioration: Trench patches are introduced in a pavement when the installation or maintenance of utilities require sections of the asphalt to be removed and repaved. The trench patches usually experience settlement from the backfilling of the trenches and poor compaction of the asphalt due to the nature of the work. These patches can settle or exhibit accelerated cracking and delamination from the surrounding pavement.

Rutting and Pavement Unevenness: Rutting and unevenness can be caused by either or both of two factors. One is the failure of the base layers and is usually caused by settlement due to poor compaction or the introduction of water to the base. The other factor is poor performance of the asphalt or mix design of the asphalt. Improper compaction of the asphalt can cause rutting or the wrong mix can cause the asphalt to lose its resistance to rutting. Excessive rutting can be hazardous for vehicles to navigate.

Narrowness of the Street: Several streets are too narrow by today's standards and increased width would help motorists navigate the streets.

Settlement: Pavements exhibiting settlement have locations that are visibly no longer at their original elevations. This is usually evident in areas with curb and gutter and creates improper drainage. This is caused by settling base layers under the asphalt.

Drainage Problems: All of the pavement conditions listed above can cause improper drainage. This is evident when surface water is held within the roadway instead of draining away or into the stormwater system. Retained water infiltrates the base layers of the asphalt and expedites the pavement deterioration. It can also cause hazards for a motorist.

The repair recommendations are based on the following standard asphalt repair options: Microsurfacing, Slurry Seal, Asphalt Concrete Pavement Replacement, Crack Seal, Chip Seal, Cape Seal, Inlay, Overlay, Base Course Depth Check and Refurbish, Full Replacement, No Repairs, and New Asphalt. There is an estimate for the cost associated with each treatment option. This estimate is for the construction cost only and does not include costs for engineering, contingencies, contract administration, or escalation of bid prices. These columns are discussed below.

Micro Surfacing: This is the application of a mixture of water, asphalt emulsion, cement, fine (stronger than a slurry seal) aggregate, and chemical additives to an existing roadway surface. The chemical additives are generally used to get the mixture to break/set without heat and sunlight. This treatment is used to seal the surface and provide a new driving surface. These are generally used on existing pavements with low traffic volumes and a fair or good rating with minimal cracking. This treatment is estimated to be \$7.00 per square yard.

Slurry Seal: This is the application of a mixture of water, asphalt emulsion, fine aggregate, and chemical additives to an existing roadway surface. The chemical involved is generally a polymer that helps the mix properties. Unlike a microsurfacing application, slurry seals generally need a warm ambient temperature and sunlight to get it to break/set. This treatment is used to seal the surface and provide a new driving surface. These are generally used on existing pavements with low traffic volumes and a fair or good rating with minimal cracking. This treatment is estimated to be \$5.00 per square yard.

Asphalt Concrete Pavement Replacement: When a small and localized section of a road deteriorates to a point that less intrusive rehabilitation techniques can't be used, asphalt concrete pavement replacement can be used. With this method the failed pavement section is removed along with the base/subbase layers if needed. New base layers and asphalt are then replaced. This treatment is estimated to be \$130.00 per square yard.

Crack Seal: The application of an asphalt-based sealant to cleaned cracks in the roadway. This sealant helps inhibit water from compromising the base layers below the asphalt surface. This treatment is estimated to be \$0.25 per square yard, or \$3.00 per foot for a linear measurement.

Chip Seal: Chip sealing is done with a heavy application of emulsified asphalt to which clean, washed aggregate is placed and rolled into place. The excess rock is then removed from the surface. Chip seals are shown to effectively seal fair to poor roads and add some structural integrity to the road. The finished product has a high friction coefficient and is slightly rough to a motorist. This treatment is estimated to cost \$5.25 per square yard.

Cape Seal: This is an application of a chip seal followed by a slurry seal. This application is used on a road that is in fair to poor condition and provides a higher degree of sealing and some structural integrity due to the use of a chip seal. The application of the slurry seal over the chip seal serves to smooth the road surface and eliminates the loose rock associated with a chip seal. This treatment is estimated to cost \$8.50 per square yard.

Inlay: This treatment involves the use of a pavement mill that removes a prescribed depth of asphalt and then it is repaved. This method has several benefits, among those is the removal of aged pavement and surface damage. In addition, some structural integrity can be added to the pavement and the ride quality increases. This method can be used on poor to fair pavements as is estimated to cost \$36.00 per square yard for removal and paving of 2" of asphalt.

Overlay: This treatment can be used if the asphalt is in fair to good condition and involves overlaying a layer of asphalt on top of the existing surface. This increases the structural integrity of the road and is slightly cheaper than an inlay since it eliminates the use of an asphalt grinder. This treatment is estimated to cost \$25.00 per square yard for a 2" asphalt overlay.

Base Course Depth Check and Refurbish: This denotes a road that is in poor to fair condition that is showing symptoms of moderate to severe pavement failure due to inadequate base layers. Taking samples of the asphalt and base layers is needed to determine whether an inlay/overlay or full rebuild are the proper solutions. This treatment does not have a cost, it will end up being either a full replacement or and inlay/overlay.

Full Replacement: Road sections with a poor or very poor rating have deteriorated to the point that the above maintenance techniques will not adequately fix the road. In these cases the asphalt and base layers generally need to be removed and replaced with new aggregate and asphalt layers. This treatment is estimated to cost \$130.00 per square yard for the removal of material and the placement of 3" of asphalt and 6" of base aggregate.

No Repairs: Several road sections have been recently built or constructed and do not need any maintenance at this time.

New Asphalt: Roads that are currently City owned and are gravel may need to be paved at the discretion of the City. These gravel roads have been shown in the spreadsheet to be paved with new asphalt. Paving a new street is estimated to cost \$46.00 per square yard for 3" of asphalt and 6" of base aggregate.

Re: City of Winston Pavement Conditions Update

Date: 4.15.26

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ADA Ramp update: Based on current design criteria for ADA ramps, the cost to replace a deficient ADA ramp is estimated to range from approximately \$9,000 to \$15,000 per ramp, depending on site-specific conditions such as grading, drainage, and utility conflicts.

TECH MEMO

DATE: April 15, 2026
TO: City of Winston
FROM: Kelly Sandow P.E.
Sandow Engineering
RE: Transportation Utility Fee Recommendation



The City of Winston currently maintains a transportation utility fee of \$1.00 per Equivalent Dwelling Unit (EDU). This fee provides a funding source for ongoing pavement maintenance, rehabilitation, and related transportation infrastructure improvements. As part of the recent update to the City's Pavement Conditions Evaluation and associated cost analysis, it is appropriate to evaluate the adequacy of the current fee relative to system needs and comparable jurisdictions.

COMPARISON TO SIMILAR CITIES

A review of transportation utility fees for comparable Oregon cities indicates that typical residential rates generally range from approximately \$6 to \$12 per month per EDU, with many communities clustering in the \$7 to \$10 per month range. These fees are structured to support routine maintenance programs, periodic rehabilitation, and long-term preservation of the roadway network.

At its current level, Winston's fee of \$1.00 per EDU is significantly below rates observed in similar jurisdictions and does not provide sufficient revenue to support a sustainable pavement management program.

FUNDING CONSIDERATIONS

The updated pavement condition assessment identifies a total estimated cost of approximately \$7.28 million for recommended pavement maintenance and rehabilitation, with an additional \$2.39 million associated with ADA ramp improvements. These costs reflect current construction pricing and represent a substantial funding need for the City's transportation system.

A transportation utility fee at the current level does not generate adequate revenue to address ongoing maintenance needs, preserve existing pavement conditions, or reduce the backlog of deferred improvements. Without increased funding, pavement conditions are expected to continue to deteriorate, resulting in higher long-term repair costs and more extensive reconstruction needs. Table 1 below summarizes funding rate options for consideration and how the funding impacts maintenance and repair schedules.

TABLE 1: FUNDING RATE OPTIONS

Monthly Fee (per EDU)	Relative Funding Level	What the City Can Accomplish	System Impact
\$1.00 (Current)	Very Low	Limited patching and reactive repairs only	Continued deterioration; increasing backlog; higher future costs
\$4.00 – \$6.00	Moderate	Basic maintenance program (crack seal, limited slurry/chip seal, small rehab projects)	Slows deterioration but does not address backlog
\$7.00 – \$9.00	Sustainable	Full maintenance program (routine preservation + scheduled rehab such as overlays and inlays)	Stabilizes system; extends pavement life; reduces long-term costs
\$10.00+	High	Comprehensive program (maintenance + backlog reduction + targeted reconstruction)	Improves overall system condition; addresses deferred needs

RECOMMENDED FEE RANGE

Based on comparisons of similar Oregon cities and the identified system needs, a transportation utility fee in the range of approximately \$7.00 to \$9.00 per EDU per month would provide a more sustainable funding source for pavement maintenance and rehabilitation activities. While a transportation utility fee in the range of \$7.00 to \$9.00 per EDU would provide a sustainable long-term funding level, a phased approach is recommended given the size and economic conditions of the community. A phased increase over a five-year period would provide a balanced approach to improving system funding while minimizing financial impacts on the community. This approach allows the City to begin implementing meaningful pavement maintenance activities immediately while providing a transition towards a more sustainable funding level. The following represents an optional five-year phasing plan for the fee increase:

Year 1: \$4.00 Annual Fee per EDU

Year 2: \$6.00 Annual Fee per EDU

Year 3: \$7.00 Annual Fee per EDU

Year 4: \$8.00 Annual Fee per EDU

Year 5: \$ 9.00 Annual Fee per EDU

Re: Transportation Utility Fee Recommendation

Date: 4.15.26

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CONCLUSION

The City's current transportation utility fee is not sufficient to maintain and preserve the roadway system. Increasing the fee, with a phased approach to a range between \$7.00 and \$9.00, will allow the City to begin addressing immediate maintenance needs while working toward a sustainable long-term funding level. Without an increase, pavement conditions are expected to continue to decline, and future repair costs will increase.

SANDOW ENGINEERING

777 HIGH STREET SUITE 320 • EUGENE, OREGON 97401 • 541.513.3376

MEMO

DATE: April 15, 2026
TO: City of Winston
FROM: Kelly Sandow P.E.
Sandow Engineering
RE: Winston Trip Rates



RENEWAL 06/30/26

As per your request, Sandow Engineering has compiled an update of trip rates for commercial and residential uses. The trip rates are based on the ITE Trip Generation Manuals, 12th ed. The commercial trip rates are provided in Table 1, and the residential trip rates are provided in Table 2.

Additionally, a comprehensive list of uses to be reasonably found within the City is included as an attachment for further use.

TABLE 1: COMMERCIAL RATES

Use	Daily Rate	Unit
Retail	84.65	Ksf
Wholesale	17.60	ksf
Office	18.61	Ksf
Medical	23.27	Ksf
Service	117.4	Ksf
Restaurant	263.63	Ksf
Manufacturing/Industrial	3.52	Ksf
Warehousing	1.77	Ksf
Institutional	33.12	Ksf
Hotel	4.25	Room
Recreational Facilities	24.14	Ksf
School	2.1	Student
Church	6.78	Ksf
Recreational RV Park	1.04	Spaces
Day Care	39.3	Ksf

KSF= 1,000 square feet

Re: Daily Trip Rates

Date: 4.15.26

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TABLE 2: RESIDENTIAL RATES

Use	Daily Rate	Unit
Single Family Detached	9.09	Dwelling Unit
Single Family Attached	6.57	Dwelling Unit
Apartments	6.21	Dwelling Unit
Mobile Home Park	7.87	Dwelling Unit

NAME	ADDRESS	CITY	STATE	ZIP	PHONE	DATE	TIME	TYPE	STATUS	REMARKS
ALLEN, J.	1234 Main St	Springfield	MA	01103	555-1234	1998-01-15	10:00	1000	1000	1000
BROWN, M.	5678 Elm St	Springfield	MA	01103	555-5678	1998-02-20	11:00	1100	1100	1100
CHEN, K.	9012 Oak St	Springfield	MA	01103	555-9012	1998-03-10	12:00	1200	1200	1200
DAVIS, L.	3456 Pine St	Springfield	MA	01103	555-3456	1998-04-05	13:00	1300	1300	1300
EVANS, R.	7890 Maple St	Springfield	MA	01103	555-7890	1998-05-25	14:00	1400	1400	1400
FERRELLI, J.	1122 Birch St	Springfield	MA	01103	555-1122	1998-06-15	15:00	1500	1500	1500
GARCIA, A.	3344 Cedar St	Springfield	MA	01103	555-3344	1998-07-01	16:00	1600	1600	1600
HARRIS, B.	5566 Elm St	Springfield	MA	01103	555-5566	1998-08-10	17:00	1700	1700	1700
IRVING, C.	7788 Maple St	Springfield	MA	01103	555-7788	1998-09-20	18:00	1800	1800	1800
JACKSON, D.	9900 Oak St	Springfield	MA	01103	555-9900	1998-10-05	19:00	1900	1900	1900
KELLY, E.	1122 Pine St	Springfield	MA	01103	555-1122	1998-11-15	20:00	2000	2000	2000
LEWIS, F.	3344 Cedar St	Springfield	MA	01103	555-3344	1998-12-01	21:00	2100	2100	2100
MARTIN, G.	5566 Elm St	Springfield	MA	01103	555-5566	1999-01-10	22:00	2200	2200	2200
NICHOLS, H.	7788 Maple St	Springfield	MA	01103	555-7788	1999-02-20	23:00	2300	2300	2300
OLSON, I.	9900 Oak St	Springfield	MA	01103	555-9900	1999-03-10	24:00	2400	2400	2400
PETERSON, J.	1122 Pine St	Springfield	MA	01103	555-1122	1999-04-05	25:00	2500	2500	2500
ROBERTS, K.	3344 Cedar St	Springfield	MA	01103	555-3344	1999-05-25	26:00	2600	2600	2600
SMITH, L.	5566 Elm St	Springfield	MA	01103	555-5566	1999-06-15	27:00	2700	2700	2700
THOMAS, M.	7788 Maple St	Springfield	MA	01103	555-7788	1999-07-01	28:00	2800	2800	2800
WATSON, N.	9900 Oak St	Springfield	MA	01103	555-9900	1999-08-10	29:00	2900	2900	2900
YOUNG, O.	1122 Pine St	Springfield	MA	01103	555-1122	1999-09-20	30:00	3000	3000	3000
ZIMMERMAN, P.	3344 Cedar St	Springfield	MA	01103	555-3344	1999-10-05	31:00	3100	3100	3100

This report is for informational purposes only. It is not intended to be used for legal or financial purposes. The data is based on the information provided by the user and is subject to change without notice. The user is responsible for the accuracy and completeness of the data provided. The user is also responsible for the security and confidentiality of the data. The user is not liable for any damages or losses resulting from the use of this report. The user is also responsible for the accuracy and completeness of the data provided. The user is also responsible for the security and confidentiality of the data. The user is not liable for any damages or losses resulting from the use of this report.



Staff Report

ADMIN 26-04

Subject: Transportation Rate Study – Fee Adjustment
Date: April 20, 2026
Prepared by: Thomas McIntosh, City Manager
Title: Resolution No. 26-1223

Background: Ordinance No. 636 established a transportation utility fee and set amounts providing for its collection. This ordinance was adopted in January of 2009 constituting almost two full decades without further analysis. City Staff brokered assistance from a local engineer regarding the street network condition. A rate study analysis was completed that conducted full assessment of the projects needed along with their associated costs.

Analysis: Staff has attached the aforementioned rate study completed by Kelly Sandow, Oregon Registered licensed engineer who specializes in transportation. Her findings and conclusions are listed in the conclusionary portion of the study which indicate the following

Monthly Fee (per EDU)	Relative Funding Level	What the City Can Accomplish	System Impact
\$1.00 (Current)	Very Low	Limited patching and reactive repairs only	Continued deterioration; increasing backlog; higher future costs
\$4.00 – \$6.00	Moderate	Basic maintenance program (crack seal, limited slurry/chip seal, small rehab projects)	Slows deterioration but does not address backlog
\$7.00 – \$9.00	Sustainable	Full maintenance program (routine preservation + scheduled rehab such as overlays and inlays)	Stabilizes system; extends pavement life; reduces long-term costs
\$10.00+	High	Comprehensive program (maintenance + backlog reduction + targeted reconstruction)	Improves overall system condition; addresses deferred needs

Recommendation: Approve Resolution No. 26-1223

Financial Impact: The city currently receives \$69,400 per fiscal year from the transportation fee. Increasing the fee to \$3.00 per equivalent dwelling unit will increase the revenue to \$208,200 per fiscal year.



RESOLUTION NO. 26-1224

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL UPDATING AND ADJUSTING THE STORM UTILITY FEE TO ENSURE COMPLIANCE WITH ORDINANCE NO 637 AND WINSTON MUNICIPAL CODE 35.028.

WHEREAS Winston City Council is authorized to adopt storm utility fees for services provided by the City according to Winston Municipal Code 35.027; and,

WHEREAS the City is the storm utility authority for all roads within its city limits and has responsibility to maintain such storm utilities located in its jurisdictional boundaries; and,

WHEREAS the city may from time to time, by resolution, change the fees based upon revised estimates of the cost of properly maintaining local storm systems; and,

WHEREAS the existing Winston Municipal Code provisions require a storm utility fee to be assessed at \$1.50 per equivalent dwelling unit and the city desires to stand in compliance in addition to creating more opportunities to replace deficient storm utilities.

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

SECTION 1. The storm utility fee is hereby adjusted from \$1.00 to \$2.00 per equivalent dwelling unit. Staff report admin 26-05 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 20TH DAY OF APRIL 2026.

APPROVED BY THE MAYOR ON THIS 20TH DAY OF APRIL 2026.

Christie Knutson, Mayor

Attest:

Cindy M. Sarti, City Recorder

ORDINANCE 637

AN ORDINANCE ESTABLISHING A STORM DRAIN UTILITY FEE AND SETTING A STORM DRAIN UTILITY FEE AMOUNTS AND PROVIDING FOR THE COLLECTION THEREOF

The City of Winston ordains as follows:

Section 1. Purpose

There is hereby created a storm drain utility fee for the purpose of providing funds for the maintenance and expansion of the storm drain system, including but not limited to local streets and related facilities under the jurisdiction of the City of Winston. The Council hereby finds, determines and declares the necessity of providing operation, maintenance and improvement of the City's storm drains and related assets and facilities operating within the City as a comprehensive storm drain utility. Operation, maintenance and expansion includes such activities as are necessary in order that storm drains and related facilities may be properly operated and maintained to safeguard the health, safety, and welfare of the City and its inhabitants and visitors.

The Council further finds that natural streams and wetlands are an integral part of the storm drain system.

Section 2. Definitions

Except where the context otherwise requires, the definitions contained in this section shall govern the construction of this chapter.

- A. Commercial or Industrial Unit: means any building or facility used other than as a dwelling unit.
- B. Development: shall mean any constructed change to improved or unimproved property including, but not limited to, buildings or other structures, private storm drain facilities, mining, dredging, filling, grading, paving, excavation or drilling operations.
- C. Equivalent Residential Unit (ERU): shall mean an area which is estimated to place approximately equal demand on the public storm drain facilities as a "Single-Family Dwelling Unit". One (1) ERU shall be equal to 3,000 square feet of impervious surface.
- D. Impervious Surfaces: are those surface areas which either prevent or retard saturation of water into the land surface and cause water to run off the land surface in greater quantities or at an increased rate of flow from that present under natural conditions pre-existent to development. Examples of impervious surfaces include, but are not limited to, rooftops, concrete or asphalt sidewalks, walkways, patio areas, driveways, parking lots or storage areas and gravel, oil, macadam or other surfaces which similarly impact the natural saturation or

runoff patterns which existed prior to development.

- E. Improved Property: shall mean any area which has been altered such that the runoff from the site is greater than that which could historically have been expected. Such a condition shall be determined by the City Superintendent of Public Works.
- F. Mobile Home Park: means a defined area under unified ownership or control in which mobile homes are situated and used for human habitation; or in which spaces are improved, designed or offered for such purposes.
- G. Multiple Family Unit (MFU): means a building or facility under unified ownership and control and consisting of more than one dwelling unit with each such unit consisting of one or more rooms with bathroom and kitchen facilities designed for occupancy by one family.
- H. Open Drainageway: shall mean a natural or constructed path, ditch or channel which has the specific function of transmitting natural stream water or storm water from a point of higher elevation to a point of lower elevation.
- I. Responsible Party: shall mean the owner, agent, occupant, lessee, tenant, contract purchaser or other person having possession or control of property or the supervision of an improvement on the property.
- J. Retention System: shall mean a system which is intended to discharge surface water either partially or completely to groundwater.
- K. Runoff Control: shall mean any measure approved by the City Superintendent of Public Works that reduces storm water runoff from land surfaces on which development exists.
- L. Single Family Unit (SFU): means that part of a building or structure which contains one or more rooms with a bathroom and kitchen facilities designed for occupancy by one family and where the units are sold and deeded as individual units. A SFU is presumed to have 3,000 square feet of impervious surface area for purposes of this ordinance. The term "SFU" shall be inclusive of those units identified as detached single-family residences, unit ownership (such as townhouses, pad lots, etc.), and condominiums, etc.
- M. Storm Drain Facilities: shall mean any structure(s) or configuration of the ground that is used or by its location becomes a place where storm water flows or is accumulated including, but not limited to, pipes, sewers, gutters, manholes, catch basins, ponds, open drainage-ways and their appurtenances.
- N. Stormwater: shall mean water from precipitation, surface or subterranean water from any source, drainage and non-septic waste water.

Section 3. Storm Drain Utility Policy

- A. Pursuant to the general laws of the State of Oregon and the powers granted in the charter of the City of Winston, the Council of the said City does hereby declare its intention to acquire, own, construct, equip, operate and maintain within and without the City limits of the City of Winston, Oregon, open drainage ways, underground storm drains, equipment and appurtenances necessary, useful, or convenient for a storm drainage system; and also including maintenance, extension and reconstruction of the present storm drain system of said City.
- B. The improvement of both public and private storm drain facilities through or adjacent to a new development shall be the responsibility of the developer. Said improvements shall comply with all applicable City ordinances, policies and standards.
- C. No portion of this ordinance or statement herein or subsequent Council interpretation or policies shall relieve the property owner of assessments levied against their property for public facility improvement projects.
- D. It is the policy of the City to participate in improvements to storm drain facilities when authorized by the City Council. To be considered for approval by Council, a facility must:
 - 1. be public; and
 - 2. be a major benefit to the community; and
 - 3. be located or on a City property, City right-of-way or City easement; and
 - 4. if a piped system, be a design equivalent to a 24 inch diameter circular concrete pipe; and
 - 5. be identified as a project in the Master Plan; or
 - 6. be a rehabilitation and/or replacement of exiting public storm drain facilities.
- E. The City shall manage public storm drain facilities located on City-owned property, City right-of-way, and City easements. Public facilities to be managed by the City include but are not limited to:
 - 1. open drainage serving a drainage basin of at least 100 acres;
 - 2. a piped drainage system and its related appurtenances which has been designed and constructed expressly for use by the general public and accepted by the City;

3. roadside drainage ditches along unimproved City streets;
4. flood control facilities (levees, dikes, overflow channels, detention basins, retention basins, dams, pump stations, groundwater recharging basins, etc.) that have been designed and constructed expressly for use by the general public and accepted by the City.

F. Storm drain facilities not maintained by the City include, but are not limited to;

1. facilities not located on City-owned property, City right-of-way, or a City easement;
2. private parking lot storm drains;
3. roof, footing, and area drains;
4. drains not designed and constructed for use by the general public;
5. drainage swales which collect storm water from a basin less than 100 acres;
6. driveway and access drive culverts.

Section 4. Establishment of a Storm Drain Utility Fee

A. The responsible party for any improved premises within the City of Winston or within any area under contract to be annexed to the City of Winston shall be charged monthly for storm drain service, maintenance, operation and extension at the rate established herein. Unless another responsible party has agreed in writing to pay and a copy of that writing is filed with the City, the person(s) paying the City's sewer utility charges shall pay the storm drain utility fees. If there is no sewer service to the property the storm drain utility fees shall be paid by the person(s) having the right to occupy the property. The City Council has determined that property not used for single family dwelling purposes is furnished service in proportion to the amount of the property's impervious surface, and that for each 3,000 square feet of impervious surface, the said property is furnished service equivalent to that furnished a single family unit and that the minimum service charge shall be that established for a single family unit. The following rates are hereby established for all properties located within the City of Winston:

Type	Charge Per Month per ERU to Nearest Whole No. of ERUs	No. of ERUs to be Charged for Type and Location of Development
(1) Single Family Unit	\$1.50	1

(2) Multiple Family Unit	\$1.50	Determine By Measurement*
(3) Commercial and Industrial Unit	\$1.50	Determine By Measurement*
(4) Improved premises or Lots	\$1.50	Determine By Measurement*
(5) Mobile Home Parks	\$1.50	6 ERUs per acre for total area

(*)When determined by measurement, the total square footage of impervious area will be divided by 3,000 sf to determine the number of ERUs.

- B. City Council may from time to time, by Resolution, change the fees based upon revised estimates of the cost of properly maintaining local storm drain infrastructure.
- C. Collection of the fee for previously unimproved premises shall commence at the time of connection to the City sewer system.
- D. The storm drain utility fee imposed by the City of Winston is classified as not subject to the limits of Section 11b of Article XI of the Oregon Constitution. The storm drain utility fee does not in any way create an *in rem* obligation in respect of property. The obligation to pay the fee is a personal obligation of the responsible party.
- E. Fee implementation shall be adopted by City Council through the 2009-2010 budget process.

Section 5. Credit for Runoff Measures

- A. Upon application, a responsible party may seek a reduction or elimination of the monthly charge for storm drainage service and/or the systems development charge for storm drainage. Upon submission of appropriate evidence, the City Superintendent of Public Works of Public Works shall consider the application. The applicant must show to the City Superintendent of Public Works satisfaction:
 - 1. The amount of permanent reduction to the runoff for the property due to the approved retention system; and/or
 - 2. The amount of storm water being discharged directly from the property into Lookingglass Creek or the South Umpqua River.
- B. Any reduction or elimination given shall continue until the property is further developed or until the City Superintendent of Public Works determines the

property no longer qualifies for the reduction or elimination granted. Upon further development of the property another application may be made by a responsible party. Any applicant aggrieved by the City Superintendent of Public Works decision may appeal to the City Council by filing with the City Administrator written request for review as provided in Section 9.

Section 6. New Development and Annexations

Monthly storm drain utility fees for new development will commence upon connection to the sewer system, completion, occupancy or use of the improvements, whichever comes first. Areas that are annexed to the City or under contract to annex shall become subject to the storm drain utility fee on the date of annexation or the date of the annexation contract, whichever comes first.

Section 7. Storm Drain Utility Fee – Dedicated

All fees collected for the purposes specified in this chapter shall be paid into the Storm Drain Utility Account and accounted for by dedicated line items including, but not limited to, Storm Drain Maintenance and Storm Drain Construction. Such revenues shall be used for the purposes of the management, maintenance, extension and construction of public storm drain facilities.

Section 8. Enforcement

Any charge due hereunder which is not paid when due may be recovered from the responsible party in an action at law by the City. In addition to any other remedies or penalties provided by this or any other ordinance in the City, a delinquent notice with said charges specific to the responsible party's property shall be sent to the Douglas County Assessor's Office. The City Administrator is hereby empowered and directed to enforce this provision against such delinquent users. The employees of the City shall, at all reasonable times, have access to any premises served by the City for inspection, repair, and enforcement of the provisions of this ordinance.

Section 9. Administrative Review – Appeals

- A. Any user or occupant who disputes the amount of the fee, or disputes any determination made by or on behalf of the City pursuant to and by the authority of this chapter may petition the City Council for a hearing on a revision or modification of such fee or determination. Such petitions may be filed only once in connection with any fee or determination, except upon a showing of changed circumstances sufficient to justify the filing of such additional petition.
- B. Such petitions shall be in writing, filed with the City Administrator, and the facts and figures shall be submitted in writing or orally at a hearing scheduled by the City Council. The petitioner shall have the burden of proof.

- C. Within 60 days of filing of the petition, City Council shall make findings of fact based on all relevant information, shall make a determination based upon such findings and, if appropriate, modify such fee or determination accordingly. Such determination by the City Council shall be considered a final order.

Section 10. Notice of Decision

Every decision or determination of the City Council shall be in writing, and notice thereof shall be mailed to or served upon the petitioner within a reasonable time from the date of such action. Service by certified mail, return receipt requested, shall be conclusive evidence of service for the purpose of this chapter.

Section 11. Adoption

First reading by title only by Winston City Council - December 1, 2008

Second reading by title only and adopted by the Winston City Council December 15, 2008.


Ayes 3 Nays 0

Ordinance takes effect on January 14, 2009.



Rex A. Stevens, Mayor

Attest:



David M. Van Dermark
City Recorder



Staff Report

ADMIN 26-05

Subject: Storm Utility Fee Adjustment

Date: April 20, 2026

Prepared by: Thomas McIntosh, City Manager

Title: Resolution No. 26-1224

Background: Ordinance No. 637 established a storm utility fee and set amounts providing for its collection. This ordinance was adopted in January of 2009 similarly in the same timeframe as the transportation utility fee. In addition to the clear connection storm utilities have with streets there is a clear nexus of infrastructure improvements.

Analysis: Staff has completed an assessment of the existing adopted requirements regarding storm utility fees and have determined the following:

- 1) A full rate study is necessary in order to gain a full road map on monetary approaches and project completions.
- 2) Winston Storm Utility fee requires \$1.50 per equivalent dwelling unit, however the assessed fee currently is \$1.00 per equivalent dwelling unit. Staff cannot substantiate in what manner or mechanism this fee was adjusted.
- 3) There is full justification for a nominal adjustment given the amount of time that has passed since the fee was adopted and the rising economic costs to carry out storm project today.

Recommendation: Approve Resolution No. 26-1224

Financial Impact: The city currently receives \$38,000 per fiscal year from the storm utility fee. Increasing the fee to \$2.00 per equivalent dwelling unit will increase the revenue to \$76,000 per fiscal year and ensure the city is adequately adhering to its current ordinance requirement.



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 6TH DAY OF APRIL 2026.

SECOND READING BY THE CITY OF WINSTON, OREGON CITY COUNCIL ON THIS 20TH DAY OF APRIL 2026.

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 20TH DAY OF APRIL 2026.

APPROVED BY THE MAYOR ON THIS 20TH DAY OF APRIL 2026.

Christie Knutson, Mayor

Attest:

Cindy 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 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 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.

WINSTON AREA COMMUNITY
PARTNERSHIP

THOMAS MCINTOSH, CITY
MANAGER

ATTEST:

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 22ND DAY OF JANUARY 2024.

APPROVED BY THE MAYOR ON THIS 22ND DAY OF JANUARY 2024.

David S. Rutter, Mayor

Attest:

Cindy M. Sarti, City Recorder



Staff Report

ADMIN 26-03

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.