



CITY COUNCIL PACKET

Regular Meeting

Monday, August 3, 2026 | 7:00 p.m.

City Hall Council Chambers

201 NW Douglas Blvd. | Winston, Oregon | 541-679-6739

Prepared for the Winston City Council

This organized edition preserves the complete original packet and supporting attachments.



CITY OF WINSTON, OREGON

MEETING AT A GLANCE

Meeting Information

Date and time	Monday, August 3, 2026 at 7:00 p.m.
Location	City Hall Council Chambers, 201 NW Douglas Blvd.
Presiding officer	Mayor Christie Knutson

Council Action Items

Agenda item	Subject	Type
Consent Agenda	Approve the July 20, 2026 City Council minutes.	Action
Business Licenses	Consider All About Beauty and Cedar and Stone Land Improvements, LLC.	Action
Resolution No. 26-1237	Authorize an ODOT intergovernmental agreement for automatic license plate readers along OR 42.	Action
Ordinance No. 26-725	First reading of the Winston-Dillard Water District franchise agreement.	First Reading

See the agenda and supporting materials for complete language, fiscal details, and legal terms.



CITY OF WINSTON, OREGON

TABLE OF CONTENTS

Agenda	5
Consent Agenda - July 20, 2026 Minutes	8
Department Reports	14
New Business Licenses	18
Resolution No. 26-1237 - ODOT License Plate Reader IGA	24
Ordinance No. 26-725 - Winston-Dillard Water District Franchise	44

Navigation tip: PDF bookmarks provide direct access to each section and major action item.

Packet page numbers appear in the lower-right corner of every page.



AGENDA

Meeting order and public notice

- Regular meeting agenda
- Public comment procedures
- Announcements and executive session notice



CITY OF WINSTON, OREGON

CITY COUNCIL REGULAR MEETING

Monday, August 3, 2026 | 7:00 p.m.

City Hall Council Chambers | 201 NW Douglas Blvd. | 541-679-6739

AGENDA

I. Call to Order — Christie Knutson, Mayor

- A.** Pledge of Allegiance
- B.** Roll Call
- C.** Adjustments to the Agenda

II. Consent Agenda

- A.** Approval of Council Minutes for July 20, 2026

III. Comments from the Audience

Anyone wishing to discuss an item not listed on this agenda may address the City Council. Please state your name and address for the record. Each speaker is limited to three minutes. Speakers may not defame, intimidate, use profanity, or make personal affronts. The Council may delay action until it has sufficient information on the issue.

IV. Reports: Boards, Commissions, Committees, and Schools

V. Department Reports

- A.** Wastewater – Chris Sherlock, Superintendent
- B.** Public Works — Andy Howell, Superintendent
- C.** Administration — Thomas McIntosh, City Manager

VII. New Business

- A.** New Business Licenses
 - 1. All About Beauty — Tonya Smart
 - 2. Cedar and Stone Land Improvements, LLC — Jared Lane
- B.** Resolution No. 26-1237 — Intergovernmental Agreement with the State of Oregon for Automatic License Plate Reader Installation Along OR 42
 - 1. Read by Title Only — Thomas McIntosh
 - 2. Staff Report — Chief Sarti
 - 3. Comments from the Audience (three minutes per speaker)

4. Council Action

C. Ordinance No. 26-725 — Franchise Agreement with Winston-Dillard Water District

1. Read by Title Only; First Reading — Thomas McIntosh
2. Staff Report — Thomas McIntosh
3. Comments from the Audience (three minutes per speaker)
4. Council Action

VIII. Upcoming Agenda Items

- A. Seismic Retrofit Grant – Winston Police Department

IX. Non-Agenda Items from Council

X. Good of the Order

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

XI. Announcements

- Friends of the Winston Library — August 12 at 11:00 a.m.; Winston Library
- Economic Development Committee — August 12 at noon; City Hall
- Winston City Council — August 17 at 7:00 p.m.; City Hall

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

XIII. Adjournment

AMERICANS WITH DISABILITIES NOTICE

The City of Winston will make reasonable efforts to provide public accessibility to its services, programs, and activities. To request an accommodation for this meeting, contact Winston City Hall at 541-679-6739 at least 48 hours before the scheduled meeting time.



CONSENT AGENDA

Minutes presented for approval

- Draft minutes - July 20, 2026
- Meeting actions and voting summary
- Certification and signature lines



CITY OF WINSTON, OREGON CITY COUNCIL REGULAR MEETING MINUTES

July 20, 2026

1. Meeting Information

Meeting	Winston City Council Regular Meeting
Date	July 20, 2026
Location	Winston City Hall
Presiding Officer	Mayor Knutson
Prepared By	Transcription Record
Status	Draft — Pending Approval at Next Regular Meeting

2. Attendance

Roll call was taken at the start of the meeting:

Name / Title	Role	Present
Christie Knutson	Mayor / Presiding Officer	Present
Nick Wiggins	Council Member	Present
Allen Hobson	Council Member	Present
Dorie White	Council Member	Present
Dave Cunningham	Council Member	Present

Staff Attendance:

- Thomas McIntosh — City Manager
- Andy Howell — Public Works Superintendent
- Megan Hamilton — Public Works Foreman

3. Call to Order

The meeting opened with the Pledge of Allegiance, followed by roll call (see Attendance above). No agenda adjustments were noted.

4. Public Hearing — Appeal of Ordinance 26-723 (Marijuana Business Moratorium)

The Council opened a public hearing on a timely-filed appeal of Ordinance 26-723, which places a permanent moratorium on new recreational marijuana business licenses in Winston. Motion to open the hearing by Hobson; seconded by Wiggins, passed.

Staff Report

- The city confirmed the appeal was filed on the 30th day and is timely.
- Staff clarified the ordinance's authority comes from the Winston Municipal Code, not from House Bill 4121 (which separately restricts new OLCC licenses based on population thresholds and was not the basis cited for the moratorium).
- Three reasons given for the original ordinance: (1) the city's own authority to regulate independent of HB 4121; (2) a desire to avoid market saturation seen elsewhere in the state/region; (3) concern about "culture shock" given Winston's significant senior population and the contentious public hearing process when the original ordinance was adopted.
- Staff recommended affirming the ordinance.

Appellant and Public Testimony

- Zach Koehler (appellant, multi-store operator; stated residence in Redmond, Oregon during this hearing) argued the moratorium exceeds the city's authority, operates as a permanent monopoly for the single existing licensee, and is not supported by case law; he noted Winston has received only one application to date and disputed that the market is saturated.
- Felicia Matthews (Tenmile, not a Winston resident) spoke in opposition, citing the community's older demographic and the presence of one store as sufficient.
- Crystal Balser (Roseburg), an employee of a marijuana retailer, spoke in favor of allowing additional licensed operators.
- In council discussion, members noted the moratorium reflected a promise made to the community after a contentious original approval process, budget pressure that partly motivated allowing the first dispensary, and a preference to evaluate the existing operation longer before considering additional licenses.

Motions and Votes

Motion	Vote	Result
To close the public hearing by Cunningham; second by White	Unanimous — Aye; none opposed	PASSED
To affirm and keep the existing ordinance (Ordinance 26-723) in place, denying the appeal by Cunningham; second by Wiggins	Unanimous — Aye; none opposed	PASSED

5. Consent Agenda

Motion	Vote	Result
To approve Council minutes of July 6, 2026 by Cunningham; second by White	Unanimous — Aye; none opposed	PASSED
To accept Economic Development Committee minutes (June 10, 2026) and Park Board minutes (June 9, 2026) as presented by Hobson; second by Cunningham	Unanimous — Aye; none opposed	PASSED

6. Public Comment

Felicia Matthews (Tenmile) raised three items:

- Asked why there is no park attendant at the reservoir; staff clarified the reservoir is outside city limits and is a Douglas County matter.
- Asked why speed enforcement is not more visible on Highway 42; staff noted police have updated their enforcement approach with an intent to increase speed monitoring, and will follow up with the Police Chief on strategy.

- Raised ongoing reports of missing mail/packages affecting elderly residents; noted she has contacted a state senator's office and a member of Congress, both of whom are pursuing inquiries with the U.S. Postal Service, and that the City Manager has separately been in contact with the state on the issue.

7. Board & Committee Reports

7.1 Economic Development Committee (July 8)

Report included in the packet; no additional comments.

7.2 Traffic & Public Safety Committee

- The committee has a vacancy and is seeking a new member.
- Pothole concerns were raised with city maintenance; funding is limited.
- Radar monitoring results: locations near Civil Bend/Midway and Gregory/Edwards were at the speed limit; Wil Way near Ryan's Road was under the speed limit. Consistent speeding was reported on Abraham.
- A missing stop-bar (white line) at a four-way stop was flagged for repainting.
- Next committee meeting: October 12, 2026.

7.3 Park Board (July 14)

- Playground equipment was removed at Riverbend Park; some residents were upset it was removed without advance notice. The Board recommends providing notice before future closures.
- A new Park Advisory Committee will include four citizen volunteer positions (residency in Winston not required); the city still needs to appoint two ex-officio members and a council liaison to the committee. Applications are available at City Hall and on the city website.

7.4 Public Works:

- The water line project (Helweg area) is progressing; the contractor has fused the plant-side pipe sections (12-inch and 16-inch complete, 18-inch in progress) and expects to begin directional boring under the river this week, weather/schedule permitting.

8. New Business

8.1 New Business Licenses

Staff presented two license items: Emily Pressel (independent contractor) and JJW, Inc., DBA Grocery Outlet. Staff noted, informally, that Grocery Outlet's longtime local owner plans to retire in October, with a successor to be determined through corporate process.

Motion	Vote	Result
To approve business licenses as presented (Emilie Pressel; JJW, Inc. DBA Grocery Outlet) by Hobson; second by White	Unanimous — Aye; none opposed	PASSED

8.2 Civic Wayside Park Lighting Project (Park Board Recommendation)

Bryan Freed (504 Hooton Road) presented a Park Board-recommended project to install a photo-eye sensor controlling Christmas lighting at Civic Wayside Park, automatically turning lights on/off by daylight rather than relying on smaller devices that fail. The project is fully funded, with Cascade Electric contracted to perform the installation.

Motion	Vote	Result
To approve the Civic Wayside Park lighting project as recommended by the Park Board by White; second by Wiggins	Unanimous — Aye; none opposed	PASSED

8.3 Resolution 26-1233 — Chamber of Commerce Agreement Extension

Read by title only. Authorizes the City Manager to enter into a first-extension agreement with the Winston Area Chamber of Commerce for use of transient room tax (TRT) funds for tourism promotion.

- Staff explained the prior contract was \$1,000/month (\$12,000/year). Due to reduced TRT revenue following the loss of a hotel (now roughly \$12,000–\$13,000/year total), staff recommended the funding level be brought back in line with actual revenue.
- Chamber representatives Teresa DeWald and Shannon Nelson reported on the Chamber's first year of operation: over 40 paid members, a hired part-time executive director, nonprofit status established, two membership drives, a chamber luncheon and open house, a WACP grant received, and growing social media reach (about 1,300 Facebook followers). They noted the Chamber currently lacks a president and vice president and is recruiting additional board members.
- The Chamber proposed reducing its ask to \$500/month in light of the city's reduced TRT revenue, in exchange for a one-year contract extension.

Motion	Vote	Result
To approve Resolution 26-1233: allocate \$500/month to the Winston Area Chamber of Commerce and extend the agreement for one year by Cunningham; second by White	Unanimous — Aye; none opposed	PASSED

9. Consolidated Voting Summary

Item	Description	Vote	Result
Public Hearing	Close public hearing on Ordinance 26-723 appeal	Unanimous Aye	PASSED
Public Hearing	Affirm Ordinance 26-723 (marijuana business moratorium); deny appeal	Unanimous Aye	PASSED
Consent Agenda	Approve July 6, 2026 Council minutes	Unanimous Aye	PASSED
Consent Agenda	Accept Econ. Dev. Committee (6/10) & Park Board (6/9) minutes	Unanimous Aye	PASSED
Business Licenses	Emilie Pressel; JJW, Inc. DBA Grocery Outlet	Unanimous Aye	PASSED
New Business	Civic Wayside Park lighting project (Park Board recommendation)	Unanimous Aye	PASSED
Res. 26-1233	Chamber of Commerce Agreement Extension (\$500/month, 1-year)	Unanimous Aye	PASSED

10. Other Business, Executive Session, and Announcements

10.2 Non-Agenda Items from Council

None.

10.3 Checks, Copies, and Claims

Checks, copies, and claims in excess of \$500 were included in Council packets per standard practice.

10.4 Announcements

- Next regular City Council meeting: August 3, 2026, 7:00 p.m., City Hall.
- Riverbend Live free summer concerts, Fridays in July, 7:00 p.m.
- Riverbend Live youth theater performances: July 31 and August 1, 7:00 p.m., Riverbend Park.
- Coffee with Christie August 1st 10 – noon; City Hall

10.5 Executive Session

The Council announced it would convene an executive session under ORS 192.660(2)(h) to consult with legal counsel on litigation or potential litigation, estimated at approximately 10 minutes, covering two matters. Andy Howell and Megan Hamilton were asked to remain.

Break for executive session at 8:15.

11. Adjournment

Reconvene from executive session and adjourn at 8:37.

Certification

These minutes are a draft record of the Winston City Council meeting held on July 20, 2026, reconstructed from an audio transcript, and are subject to review and approval at a subsequent regular meeting.

Christie Knutson
Mayor, Presiding Officer

Thomas McIntosh
City Manager



DEPARTMENT REPORTS

Operational updates and supporting data

- Wastewater monthly report
- Flow allocation chart
- Laboratory and operating data

Winston- Green WWTF Monthly Numbers

June 2026

General

1.) Plant Flow (MG)	<u>2026</u>		<u>2025</u>	
<i>Winston</i>	14.75	47%	14.22	43%
<i>Green</i>	16.72	53%	18.66	57%
<i>Rainfall</i>	0.42		0.18	

2.) Leachate

WWTF:	0	0
Ingram:	434,500	434,500
Total:	434,500	434,500

3.) Bio-Solids

- 1.) Drying Beds: 119,880 gallons
- 2.) Land Application: 225,000 gallons

Monthly Notes

- Began Hauling liquid Biosolids
- Filled drying beds with biosolids
- Influent Screen Bearing Failure
 - Staff removed and replaced bearing along and ordered a spare to have on the shelf
- Fixed programming on Influent Pump #3 Deragger
- Annual Oil Changes on Detritor and Primary Clarifier 1
- Kubota RTV went to the dealer to have a bearing replaced
- Bobcat Steam Cleaned and bleached in preparation for Drying Beds
- Drain coming from Gravity Belt Thickener plugged with struvite
 - Shannon from GAWSA came in on a Sunday to jet the line for us. Thank you!
- Christenson Electric Onsite
 - They are performing a system wide electrical inspection and will provide us with a report detailing the overall health of the system. The next phase will be to have them out to physically touch and tighten all electrical connections

FLOW ALLOCATION CHART

MONTH	WINSTON	GREEN	GREEN Calculated	LANDERS LN.	LEACHATE (Ingram)	TOTAL	RAINFALL
	MG	MG	MG	MG	MG	MG	
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.26	30.05	26.87	26.52	0.401	0.748	56.57	3.52
May.26	18.95	19.69	19.39	0.193	0.495	38.33	0.42
June.26	14.75	16.72	16.47	0.189	0.435	31.23	0.42
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	270.25	277.44	274.96	5.871		545.21	28.30
GREEN Flow Calculated		274.96					
APPORTIONMENT	49.57%	50.43%					
				100%			

SYSTEM CLASSIFICATION: IV										PERMIT # 100554										FILE # 98400									
COUNTY: DOUGLAS										POPULATION: 10000										TYPE: RBC / ACTIVATED SLUDGE									
DATE	TOTAL FLOW MGD	INF PH	INF CBOD mg/l	INF SS mg/l	NH3 N EFF	TKN EFF	NO2 EFF	NO3 EFF	TOTAL P EFF	EFF PH	EFF TEMP MAX	EFF CBOD mg/l	% REM CBOD	LBS CBOD DIS	EFF SS mg/l	% REM SS	LBS DIS SS	CL2 RES mg/l	ECOLI COL	BIOSOLIDS									
																				LAND gallons	BEDS gallons	DRYING inches	RAIN FALL						
1	1,216	7.4	166	359	3.3	5.5	0.1	10.6	2.1	7.4	20.9	2.9	98%	29	4.4	99%	45	0.04	<1	461		22,200							
2	1,192	7.5								7.6	20.4							0.03		456		22,200							
3	1,264	7.6	233	388	5.85					7.5	20.7	3.4	99%	36	2.2	99%	23	0.04		463		4,500	20,720						
4	1,220	7.6								7.6	21.1							0.05		461		4,500							
5	1,302	7.6	204	427						7.7	20.9	5.4	97%	59	3.4	99%	37	0.07		470		9,000							
6	1,278	7.5								7.6	20.6							0.05		467		9,000							
7	1,308	7.6								7.7	20.5							0.05		472	<1	4,500							
8	1,226	7.5	206	441	31.40					7.7	20.5	6.2	97%	63	3.2	99%	33	0.06		484	<1		0.08						
9	1,178	7.6								7.7	20.9							0.06		517									
10	1,177	7.5	206	515						7.8	21.2	7.4	96%	73	9.8	98%	96	0.05		515		9,000							
11	1,142	7.5								7.8	21.3							0.05		513									
12	1,103	7.4	213	371	31.70	33.70	0.07	0.8	0.6	7.7	21.7	2.9	99%	27	3.0	99%	28	0.04		508									
13	0,970	7.4								7.7	22.1							0.05		494									
14	0,985	7.4								7.7	22.4							0.05		495	<1								
15	0,973	7.6	204	321						7.8	22.7	4.2	98%	34	3.0	99%	24	0.07		494	<1	27,000							
16	1,019	7.5			36.00					7.8	22.8							0.04		499		31,500							
17	1,047	7.6	195	333						7.8	22.7	3.7	98%	32	3.0	99%	26	0.01		502		31,500							
18	0,988	7.5								7.9	22.6							0.04		496		4,500	27,380						
19	1,069	7.4	190	345	31.30	34.70	0.10	1.1	0.6	7.7	22.6	3.1	98%	28	3.2	99%	29	0.05		492		27,000							
20	1,017	7.5								7.7	22.6							0.07		492									
21	1,033	7.3								7.6	22.7							0.06		478	<1								
22	1,002	7.5	196	256	32.70	33.00	0.11	1.6	0.4	7.8	23.0	2.6	99%	22	2.4	99%	20	0.06		497	<1	31,500							
23	1,017	7.5								7.7	23.4							0.03		485		4,500	14,060						
24	1,012	7.5	173	321	37.80					7.8	23.4	2.4	99%	20	2.4	99%	20	0.05		456		4,500							
25	1,033	7.6								7.9	22.9							0.07		404		22,500	0.06						
26	1,175	7.5	220	147	33.30					7.8	22.6	2.5	99%	24	3.6	98%	35	0.09		417			0.13						
27	1,242	7.5								7.8	22.3							0.02		423			0.08						
28	1,285	7.6								7.8	22.1							0.04		396	<1		0.07						
29	1,238	7.5	214	360	28.00	29.50	0.65	2.9	0.6	7.9	22.5	2.2	99%	23	2.6	99%	27	0.02		362	1.0	13,320							
30	1,168	7.5								7.7	22.6							0.05		357									
TOT	33.88													470			443			14,026		225,000	119,880	0.42					
MAX	1,308	7.6	233	515	37.80	34.70	0.65	10.6	2.1	7.9	23.4	7.4	99%	73	9.8	99%	96	0.09		517	1.0	31,500	27,380	0.13					
MIN	0,970	7.3	166	147	3.34	5.50	0.07	0.8	0.4	7.4	20.4	2.2	96%	20	2.2	98%	20	0.01		357	<1	4,500	13,320	0.06					
AVG	1,129	7.5	202	353	27.14	27.28	0.21	3.4	0.9	7.7	22.0	3.8	98%	36	3.6	99%	34	0.05		468	<1			0.08					
S AVG																				31.194									
I certify that I am familiar with the information contained in this report and that to the best of my knowledge such information is true, complete and accurate.																													
Christopher W. Sherlock SUPERINTENDENT T I V																													
PERMIT LIMITS: 1.6MGD pH 6.2 to 8.5 ROD TSS Conc-10 monthly/15weekly, Mass BOD TSS 270 daily/200 weekly/130monthly, EC/126monthly																													



NEW BUSINESS LICENSES

Applications submitted for Council consideration

- All About Beauty - Tonya Smart
- Cedar and Stone Land Improvements, LLC - Jared Lane



Application for Business License

Business Name: All About Beauty
Owner/Agent: Tonya Smart Date of Birth: [REDACTED]
Driver's License/ID#: [REDACTED] Phone: (541) 670-5876
Business Location: 263 SW Main Street
Business Mailing Address: 141 Blacktail Ln
City: Winston Roseburg State: OR Zip: 97470
Business Phone: (541) 671-3477 Email: mrssmart1993@gmail.com

Scope of Business:

Business Type: Cosmetologist

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

Complete the following where applicable, and sign below:

CCB#: _____ DC Health Dept: _____ Other: _____

Current/Upcoming Projects (Input N/A if none): would like to freelance and bring services to residents. (Haircuts & nail services)

Applicant Signature: Tonya Smart Date: 7/16/26
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 # 28.26

Revised 06.01.2026 cms

All About Beauty

2

*** STAFF USE ONLY ***

LICENSE # 28-26

Business Location 263 SW Main Zoning GNC

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

Planning Official Thomas McIntosh Date _____
Comments: _____

Police Chief [Signature] Date 07/30/26

Recommendation: ☒ Recommended ☐ Not Recommended
Comments: _____

City Manager Thomas McIntosh Date 7-31-26

Billing Clerk _____ Date _____

Fee \$50 Receipt # 93391 CC 8/3/26 Letter/Label ☐ Entered/Mailed ☐

Additional Remarks:

to P/D 7/16/26

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 # 28-26

Revised 06.01.2026 cms



Application for Business License

Business Name: Cedar and Stone Land Improvements LLC
Owner/Agent: Jared Lane Date of Birth: [REDACTED]
Driver's License/ID#: [REDACTED] Phone: 541-637-8410
Business Location: 494 Poison Oak Drive Winston, OR 97496
Business Mailing Address: 494 Poison Oak Drive
City: Winston State: Oregon Zip: 97496
Business Phone: 541-637-8410 Email: CandS Land Improvements@gmail.com

Scope of Business:

Business Type: Land Clearing and Forestry Mulching

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

Complete the following where applicable, and sign below:

CCB#: _____ DC Health Dept: _____ Other: _____

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

Applicant Signature: [Signature] Date: 7/27/2026

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 # 29 - 26

Revised 06.01.2026 cms

11/11/2020 11:11:11 AM

11/11/2020 11:11:11 AM

Cedar & Stone Land Improvements LLC

*** STAFF USE ONLY ***

2

LICENSE # 29-26

Business Location 494 Poison Oak Dr. Winston Zoning N/A

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

Planning Official Thomas McIntosh Date 7-29-26

Comments: No land use required.

Police Chief [Signature] Date 07/30/26

Recommendation: ☒ Recommended ☐ Not Recommended
Comments:

City Manager Thomas McIntosh Date 7-29-26

Billing Clerk _____ Date _____

Fee \$50 Receipt # 93440 cc 8/3/26 Letter/Label ☐ Entered/Mailed ☐

Additional Remarks:
Heather - wife of applicant 541-637-8404 hlane 7284@gmail.com

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 # 29-26

Revised 06.01.2026 cms



RESOLUTION NO. 26-1237

ODOT license plate reader intergovernmental agreement

- Resolution authorizing execution
- ODOT Agreement No. 73000-00046645
- Exhibits and staff report



RESOLUTION NO. 26-1237

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE OREGON DEPARTMENT OF TRANSPORTATION FOR LICENSE PLATE READERS.

WHEREAS, the Oregon Department of Transportation has jurisdiction and control over Coos Bay-Roseburg Highway No. 35 (OR 42), a state highway located within the City of Winston; and

WHEREAS, the City of Winston Police Department desires to install and maintain automatic license plate reader cameras on state highway right of way as part of the City's crime-prevention and public-safety strategy; and

WHEREAS, Intergovernmental Agreement No. 73000-00046645 establishes the terms under which the City may fund, install, operate, and maintain the license plate readers, subject to ODOT land-use permits, safety standards, and applicable state law; and

WHEREAS, the Agreement identifies an estimated project cost of \$127,200 in City funds and a term ending December 31, 2035, unless extended by written amendment.

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

SECTION 1. The City Manager is hereby authorized to execute Intergovernmental Agreement No. 73000-00046645 with the State of Oregon, acting by and through the Oregon Department of Transportation, for the installation, operation, and maintenance of license plate readers on OR 42, substantially in the form 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 3RD DAY OF AUGUST 2026.

APPROVED BY THE MAYOR ON THIS 3RD DAY OF AUGUST 2026.

Christie Knutson, Mayor

Attest:

Thomas McIntosh, City Manager

INTERGOVERNMENTAL AGREEMENT License Plate Readers

THIS AGREEMENT is made and entered into by and between the STATE OF OREGON, acting by and through its Department of Transportation, hereinafter referred to as "State" or "ODOT," and the CITY OF WINSTON, Police Department, acting by and through its elected officials, hereinafter referred to as "Agency," both herein referred to individually or collectively as "Party" or "Parties."

RECITALS

1. By the authority granted in Oregon Revised Statute (ORS) 366.205, the Department of Transportation has general supervision and control over all matters pertaining to the selection, establishment, location, construction, improvement, maintenance, operation and administration of state highways.
2. Coos Bay – Roseburg Highway No. 35 (OR 42) is a part of the state highway system under the jurisdiction and control of the Oregon Transportation Commission (OTC).
3. By the authority granted in Oregon Revised Statute (ORS) 190.110 a unit of local government and a state agency may enter into an agreement to cooperate for any lawful purpose that a party to the agreement has the authority to perform.
4. Oregon Senate Bill (SB) 1516 is a public safety omnibus bill that became effective on March 31, 2026. Sections 3 to 9 of SB 1516 impose requirements on when and how a law enforcement agency may use an Automatic License Plate Recognition (ALPR) system and captured license plate data.
5. Oregon Administrative Rule (OAR) 734-035-0140 covers authorization for the use of ODOT real property and associated land use permit fees.
6. Agency desires to install license plate reader cameras on state highway right of way to be used as part of the Agency's strategy for crime prevention in their area of law enforcement responsibility.
7. State is willing to allow Agency license plate reader cameras for crime prevention on state highway right of way as described in the Agreement.

The Parties therefore agree as follows:

TERMS OF AGREEMENT

1. Under such authority, State and Agency agree for Agency to fund, install and maintain License Plate Readers (LPRs) that meet the Test Level 3 within the Manual for Assessing Safety Hardware (MASH TL 3) on OR 42, hereinafter referred to as "Project." The location of the Project limits is approximately as shown on the sketch map attached

06-12-15

hereto, marked Exhibit A, and by this reference made a part hereof. Location for each LPR will be identified within Land Use Permits obtained by the Agency from State's Region 3 Right of Way office.

2. In the event of a conflict between this Agreement and Land Use Permits, this Agreement shall control. This provision survives expiration or termination of this Agreement.
3. Both Parties agree, in the event a LPR creates a roadway hazard, the Party which discovers the hazard will respond immediately and remove the hazard. The discovering Party will provide notice to the other Party.
4. The Project will be financed at an estimated cost of \$127,200.00 in Agency funds. The estimate for the total Project cost is subject to change. Agency shall be responsible for Project costs associated with the placement of LPRs on state highway right of way under this Agreement.
5. The term of this Agreement begins on the date all required signatures are obtained and terminates on December 31, 2035, on which date this Agreement automatically terminates unless extended by a fully executed amendment.

AGENCY OBLIGATIONS

1. Agency shall submit a written request for authorization, pursuant to OAR 734-035-0140, for placement of LPRs on state highway right of way to State. The request must include a description or photo of the equipment proposed to be installed and the location of the proposed LPR including the highway number, mile post, and side of highway.
2. Agency shall be responsible for creating a design for each location/installation that is inside State right of way or meets ODOT crashworthiness requirements (inside of clear zone or protected by guard rail or barrier, etc.) and places the sign according to ODOT standards per Manual on Uniform Traffic Control Devices "MUTCD" and ODOT Standard Drawings series 200 and 600.
3. Agency shall follow SB 1516 in installing and using each LPR on state highway right of way under this Agreement.
4. Agency shall provide plans and specifications for the installation of the LPRs and provide specifications to ensure that the LPRs are crash tested to meet MASH TL3 requirements to State's District 7 Office, before commencement of any work.
5. Per OAR 734-035-0140(1), Agency shall obtain written authorization and a Land Use Permit for each LPR from State's Region 3 Right of Way office, prior to commencement of work performed under this Agreement. In accordance with OAR 734-035-0140(2), State has determined and Agency agrees to pay an initial use charge of \$250.00, per authorization and Land Use Permit issued by State, and an annual use charge, per authorization and Land Use Permit, at the rate of \$100.00 thereafter pursuant to OAR

734-035-0140(2)(b). The rate of the annual use charge may be modified as determined necessary by the State in accordance with OAR 734-035-0140(2). In such circumstance, Parties agree an amendment to this Agreement will be executed. The Land Use Permit will include a description of the location of the LPR allowed on state highway right of way along with any site-specific conditions necessary for the location.

6. At the discretion of State, Agency must move or remove the LPR, at Agency's expense, under any of the following conditions, including but not limited to:
 - a. Upon the written request of ODOT.
 - b. The LPR interferes with construction, maintenance or operation of the state highway as determined by State.
 - c. Federal or state laws are interpreted in such a way that would prohibit ODOT from allowing the LPR to be on state highway right of way as determined by State.
 - d. Upon termination or expiration of this Agreement.
7. Agency agrees that no LPR shall be installed on any state highway infrastructure, such as signs, luminaires, traffic signals, guardrail, barriers, fences, etc.
8. Agency shall conduct all work allowed by this Agreement in a manner that minimizes interference with the construction, maintenance and operation of the state highway.
9. Agency shall provide traffic control on the state highway during any onsite work under this Agreement. Agency shall ensure that such traffic control complies with the Manual on Uniform Traffic Control Devices (MUTCD) with the Oregon Supplements, and the Oregon Temporary Traffic Control Handbook in place at the time the work is performed. Agency shall provide temporary pedestrian access routes through the work area as described in the Oregon Temporary Traffic Control Handbook.
10. Agency shall be responsible for compliance with all federal, state, and local laws, rules and regulations applicable to the placement of LPRs under this Agreement, including but not limited to contacting the Oregon Utility Notification Center, Call Before You Dig as required in OAR 952-001-0001 through 952-001-0100.
11. Agency shall be responsible to investigate the presence/absence of any legally protected or regulated environmental resource(s) in the work area, for determining any and all restrictions or requirements that relate to the proposed work, and for complying with such, including but not limited to those related to hazardous material(s), water quality constraints, wetlands, archeological or historic resource(s), state and federal threatened or endangered species, etc. Agency shall comply with all federal, state, and local laws and obtain any necessary permits and approvals. If Agency impacts a legally protected/regulated resource, Agency shall be responsible for all costs associated with such impact, including but not limited to all costs of mitigation and rehabilitation and

shall indemnify and hold ODOT, its Transportation Commission, Commission members, officers, agents, and employees harmless of such impacts and be responsible and liable to ODOT for any associated costs or claims that ODOT may have.

12. Agency shall notify the State's District 7 Office at least two (2) business days prior to commencement of any on-site work.
13. Agency shall be responsible for 100 percent of power costs associated with the LPRs installed as a part of this Agreement and any future maintenance power costs of said LPRs. Agency shall require the power company to send invoices directly to Agency.
14. Agency shall, at its own expense, ensure that LPRs do not pose a danger to the general public or obstruct vehicle or pedestrian traffic and shall perform maintenance and upkeep of the LPRs to keep the LPRs clean and in good repair. This includes, but is not limited to, the following:
 - a. If LPR is found to pose a danger to the public or obstruct traffic, the Agency shall take immediate corrective action upon Agency's own observation or upon receiving notification.
 - b. Any damage to the LPRs due to vehicle crashes, vandalism including graffiti, acts of nature, or regular wear or aging must be repaired or removed by Agency within fourteen (14) days of discovery.
 - c. Offensive graffiti must be removed within forth-eight (48) hours of discovery.
15. If Agency fails to maintain the LPRs as required, the LPRs may be removed by State at Agency expense without commitment for restoration, replacement or compensation by State.
16. Notwithstanding General Provisions, paragraphs 5 and 6, and subject to any applicable limits of the Oregon Tort Claims Act and Oregon Constitution, Agency shall indemnify, defend, and hold harmless the State of Oregon, the Oregon Transportation Commission, the Oregon Department of Transportation, and their respective officers, members, agents and employees from any and all claims, suits, actions, losses, liabilities, damages, costs and expenses, including attorney fees, of whatsoever nature, resulting from or arising out of the acts or omissions of the Agency, its officers, agents, employees in the use of LPRs, the LPR data captured and the retention of LPR data captured.
17. Notwithstanding Agency's forgoing obligations, neither Agency nor any attorney engaged by Agency shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without prior written consent of the Oregon Attorney General. The State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that Agency is prohibited from defending

the State of Oregon, or that Agency is not adequately defending the State or Oregon's interests, or that an important governmental principle is at issue or that it is in the best interest of the State of Oregon to do so. The State of Oregon reserves all rights to pursue any claims it may have against Agency if the State of Oregon elects to assume its own defense.

18. If Agency enters into a contract for performance of work under this Agreement, Agency agrees to comply with the following:

a. Contracts:

- i. All contracts must be in writing, executed by Agency, and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the contract. Use of a contract does not relieve Agency of its responsibilities under this Agreement.
- ii. Agency shall require all of its contractors performing work under this Agreement to name State as a third-party beneficiary of the resulting contract with the contractor.
- iii. Agency shall provide State with a copy of any signed contract upon request by State. This paragraph shall survive expiration or termination of this Agreement.
- iv. Agency must report to State any material breach of a term or condition of a contract within ten (10) days of Agency discovering the breach.

b. Contract Indemnification:

- i. To the fullest extent permitted by law, and except to the extent otherwise void under ORS 30.140, Agency shall require each of its contractors that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, the Oregon Transportation Commission, and the Oregon Department of Transportation and their respective officers, members, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever (hereinafter, referred to individually and collectively as "Claims") to the extent such Claims result from, arise out of, or relate to the activities or omissions of Agency's contractor, subcontractor(s), or their respective officers, employees, or agents under the resulting contract or otherwise related to the Project.
- ii. Any such indemnification shall also provide that Agency's contractor shall ensure that neither Agency's contractor(s) or its subcontractor(s) nor any attorney engaged by any Agency contractor or subcontractor shall defend any claim in the name of the State of Oregon or any Agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The

State of Oregon may, at any time at its election assume its own defense and settlement in the event that it determines that any Agency contractor or subcontractor is prohibited from defending the State of Oregon, or that any Agency contractor or subcontractor is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Agency's contractor(s) and subcontractor(s) if the State of Oregon elects to assume its own defense.

c. Contract Insurance:

- i. Agency shall require the other party or parties to each of its contracts, that are not units of local government as defined in ORS 190.003, to meet the minimum insurance requirements provided in Exhibit B, attached hereto and by this reference made a part hereof.
- ii. Agency shall perform a risk assessment for the work to be performed under its contract(s) and determine insurance types and amounts as appropriate based on the risk of the work outlined within each contract, and shall require its contractor(s) to carry such insurance, except that the required insurance types and amounts may not be less than those identified in Exhibit B. Agency may specify insurance requirements for its contractor(s) above the minimum insurance requirements specified in Exhibit B.
- iii. Agency shall obtain proof of the required insurance coverages, as applicable, from any contractor it hired to provide services related to this Agreement.
- iv. Agency shall require each of its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risk of the subcontracted work.

- d. Agency shall include provisions in each of its contracts requiring its contractors to comply with the indemnification and insurance requirements in subparagraphs b and c of this AGENCY OBLIGATIONS, Paragraph 17.

19. Agency shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement and any subsequent Permits, including, without limitation, the provisions of ORS [279C.505](#), [279C.515](#), [279C.520](#), [279C.530](#) and [279B.270](#) incorporated herein by reference and made a part hereof. Without limiting the generality of the foregoing, Agency expressly agrees to comply with (i) [Title VI of Civil Rights Act of 1964](#); (ii) [Title V and Section 504 of the Rehabilitation Act of 1973](#); (iii) the [Americans with Disabilities Act of 1990](#) as amended and ORS [659A.142](#); (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

20. Agency shall perform the work under this Agreement as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform the work under this Agreement including, but not limited to, retirement contributions, workers compensation, unemployment taxes, and state and federal income tax withholdings.

21. All employers, including the Agency and Agency's contractors, that employ subject workers, as defined in ORS 656.027, who work under this Agreement in the State of Oregon shall comply with ORS [656.017](#) and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS [656.126\(2\)](#). The coverage shall include Employer's Liability insurance with coverage limits of not less than \$500,000 each accident. Agency shall ensure that each of its contractors complies with these requirements.

22. Americans with Disabilities Act Compliance:

a. **When the Project scope includes work on sidewalks, curb ramps, or pedestrian-activated signals or triggers an obligation to address curb ramps or pedestrian signals, the Parties shall:**

- i. Utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, and pedestrian-activated signals meet current ODOT Highway Design Manual standards;
- ii. Follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
- iii. At Project completion, send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form as well as to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>; and

- iv. Promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Agency and prior to release of any Agency contractor.

- b. Agency shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Agency shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
 - c. Agency shall ensure that any portions of the Project under Agency's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Agency ensuring that:
 - i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Agency identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Agency, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the facility in compliance with the ADA requirements that were in effect at the time the facility was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
 - d. Maintenance obligations in this section shall survive termination of this Agreement.
23. Agency acknowledges and agrees that the State is not a custodian of any license plate reader records, nor will the State create, control or use these records. Captured license plate data collected by the LPRs is the property of the Agency. Any request received by State for access to the captured data must be directed to Agency. This provision survives termination of this Agreement.
24. Agency further agrees that the State, the Oregon Secretary of State's Office, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Agency which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) after completion of Project and final payment. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State. This provision survives termination of the Agreement.

Agency/State
Agreement No. 73000-00046645

25. Agency certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Agency, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Agency.
26. Agency's Project Manager for this Project is Thomas McIntosh, City Manager, 201 NW Douglas Blvd. Winston, OR, 97496, 541-679-6739 ext. 204, Thomas.McIntosh@cityofwinston.org, or assigned designee upon individual's absence. Agency shall notify the other Party in writing of any contact information changes during the term of this Agreement.

STATE OBLIGATIONS

1. State will review Agency's written request for authorization to place LPR on state highway right of way and upon approval pursuant to OAR 734-035-0140(1), provide written authorization and a Land Use Permit for each LPR to Agency. State may deny any request for authorization from Agency for which State cannot make the requisite findings as required pursuant to OAR 734-035-0140(1).
2. State reserves the right to review Agency's traffic control plan called for in Agency Obligations, paragraph 8 to confirm the planned traffic control will not interfere with other work occurring on the state highway.
3. State shall submit invoices to Agency for the Land Use Permits and the charge for use of the real property pursuant to OAR 734-035-0140(2)). State shall submit invoices to Agency's Project Manager for review and approval. Such invoices will be in a form identifying the Land Use Permits, this Agreement number, invoice or account number, and will itemize all expenses for which reimbursement is claimed.
4. State reserves the right to remove the LPRs if Agency fails to maintain, repair, move, or remove the LPRs as called for in Agency Obligations 5, 12, and 13. Such removal shall be conducted at Agency expense without commitment for restoration, replacement, or compensation by State.
5. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
6. State's Project Manager for this Project is Mark Epps, Assistance District Manager, 3500 NW Stewart Parkway, Roseburg, OR 97470, 541-957-3689. Mark.epps@odot.oregon.gov, or assigned designee upon individual's absence. State shall notify the other Party in writing of any contact information changes during the term of this Agreement.

GENERAL PROVISIONS

1. This Agreement may be terminated by mutual written consent of all Parties.

2. State may terminate this Agreement effective upon delivery of written notice to Agency, or at such later date as may be established by State, under any of the following conditions:
 - a. If Agency fails to provide services called for by this Agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize.
 - c. If Agency fails to provide payment for use of the state highway right of way as called for in the Land Use Permit.
 - d. If federal or state laws, regulations or guidelines are modified or interpreted in such a way that the work under this Agreement is prohibited.
3. Any termination of this Agreement shall not extinguish or prejudice any rights or obligations accrued to the Parties prior to termination.

THIRD PARTY CLAIMS: The following paragraphs 4 through 7 shall survive the termination of the Agreement.

4. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Agency with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
5. With respect to a Third Party Claim for which State is jointly liable with Agency (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Agency in such proportion as is appropriate to reflect the relative fault of State on the one hand and of Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Agency on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge,

access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.

6. With respect to a Third Party Claim for which Agency is jointly liable with State (or would be if joined in the Third Party Claim), Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Agency on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Agency on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
7. The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
8. This Agreement may be executed in several counterparts all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
9. This Agreement and attached exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.
10. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws. Any claim, action, suit or proceeding (collectively, "Claim") between the State and Agency that arises from or relates to the Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be conducted solely and exclusively within the United States District Court for the District of Oregon. AGENCY HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN ONCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment

to the United States Constitution or otherwise, or of any defenses to Claims or jurisdiction based thereon. This provision survives termination of the Agreement.

11. Agency and State are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. This provision survives termination of the Agreement.

12. The Parties agree that any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable, illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This provision survives termination of the Agreement.

13. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision. This provision survives termination of the Agreement.

14. The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Agency/State
Agreement No. 73000-00046645

CITY OF WINSTON, Police Department,
by and through its elected officials

By _____

Date _____

By _____

Date _____

**LEGAL REVIEW APPROVAL (If
Required in Agency's process)**

By _____
Agency Counsel

Date _____

Agency Contact:

Thomas McIntosh
City Manager
201 NW Douglas Blvd.
Winston, OR 97469
541-679-6739 ext. 204
Thomas.McIntosh@cityofwinston.org

STATE OF OREGON, by and through
its Department of Transportation

By _____
Region 3 Manager

Date _____

APPROVAL RECOMMENDED

By _____
District 7 Manager

Date _____

State Contact:

Mark Epps
Assistant District 7 Manager
3500 NW Stewart Parkway
Roseburg, OR 97470
541-957-6989
Mark.epps@odot.oregon.gov

EXHIBIT A

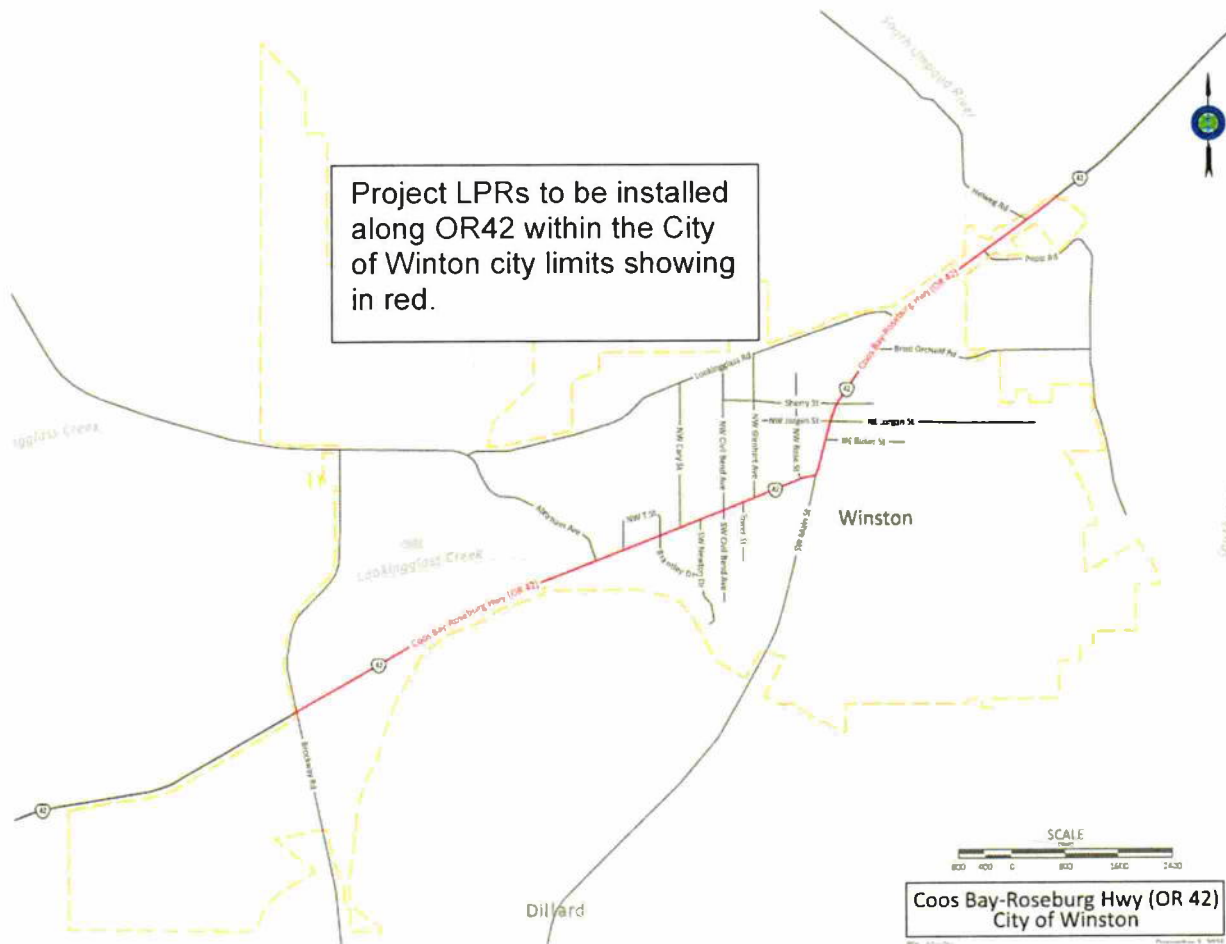


EXHIBIT B
Agency Contract Insurance Requirements

1. GENERAL

- a. Agency shall require, in its contracts with entities that are not units of local government as defined in ORS 190.003 (if any), that its contractors: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the contract commences, and ii) maintain the insurance in full force throughout the duration of the contract. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Agency shall not authorize work to begin under the contract until the insurance is in full force. Thereafter, Agency shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Agency shall incorporate appropriate provisions in the contract permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Agency permit work under a contract when Agency is aware that the contractor is not in compliance with the insurance requirements. All references to "contractor" in this Exhibit B refer to Agency's contractor as identified in this Paragraph 1.a.
- b. The insurance specified below is a minimum requirement that Agency shall require its contractor to meet, and shall include such requirement in Agency's contract with its contractor. Agency may determine insurance types and amounts in excess of the minimum requirement as deemed appropriate based on the risks of the work outlined within the contract.
- c. Agency shall require each of its contractors to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing services related to the contract.

2. TYPES AND AMOUNTS

- a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**
All employers, including Agency's contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide Workers' Compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**
- b. **PROFESSIONAL LIABILITY**
Architecture and Engineering (A&E) and Related Services:

Professional Liability insurance is required for A&E design services and A&E-related services, except that Professional Liability coverage may be waived by Agency for low-risk related services, such as public involvement or outreach.

General:

Professional Liability insurance must cover damages caused by negligent acts, errors, or omissions of contractor and contractor's subcontractors, agents, officers, or employees related to the professional services to be provided under the contract.

Coverage shall be written with a per claim, incident, or occurrence limit, or the equivalent, of not less than **\$1,000,000**.

Annual aggregate limits shall not be less than **\$2,000,000**.

If this insurance is provided on a "claims made" basis, contractor shall maintain continuous claims made liability coverage or shall acquire tail coverage to continue the same coverage for a duration of at least **2 years** after completion of the contract or for the foregoing extended period beyond contract expiration or termination. Evidence of any required extended period coverage will be a condition of final payment under the contract.

c. **COMMERCIAL GENERAL LIABILITY**

Commercial General Liability insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within fifty (50) feet of any railroad property, bridge, trestle, track, roadbed, tunnel, underpass, or crossing, the contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by State:

Coverage shall be written on an occurrence basis in an amount of not less than **\$1,000,000** per occurrence.

Annual aggregate limit shall not be less than **\$2,000,000**.

d. **AUTOMOBILE LIABILITY**

Automobile Liability insurance covering contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property damage. Amount below is a minimum requirement as determined by State:

Coverage shall be written with a combined single limit of not less than **\$1,000,000**.

e. **EXCESS/UMBRELLA LIABILITY**

A combination of primary and Excess/Umbrella Liability Insurance may be used to meet the required limits of insurance. If any Excess/Umbrella Liability policies are in place, they must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying insurance.

16

f. **ADDITIONAL INSURED**

The liability insurance coverages, except Professional Liability or Workers' Compensation/Employer's Liability, if included, must endorse the **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents, and employees"** as an endorsed Additional Insured but only with respect to the contractor's activities to be performed under the contract. Coverage shall be primary and noncontributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations.

Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to Agency.

g. **"TAIL" COVERAGE**

If any of the required insurance policies is on a "claims made" basis, such as Professional Liability insurance or Pollution Liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the contract, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and Agency's acceptance of all Services required under the contract or, (ii) the expiration of all warranty periods provided under the contract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and State may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If State approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

3. **NOTICE OF CANCELLATION OR CHANGE**

The contractor or its insurer must provide thirty (30) days' written notice to Agency before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s). **Agency shall immediately notify State of any change in insurance coverage.**

4. **CERTIFICATE(S) OF INSURANCE.**

Agency shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the contract. The certificate(s) or an attached endorsement must endorse: i) **"State of Oregon, the Oregon Transportation Commission and the Oregon Department of Transportation, and their respective officers, members, agents, and employees"** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and noncontributory with any other insurance and self-insurance, with exception of Professional Liability and Workers' Compensation/Employer's Liability.



Staff Report

WPD 26-06

Subject:	Resolution 26-1237
Date:	08/03/2026
Prepared by:	Brandon Sarti, Chief of Police
Attachments:	Intergovernmental (IGA) State of Oregon (ODOT).
Background:	The City of Winston Police Department has partnered with the Oregon Department of Transportation (ODOT) through an Intergovernmental Agreement to install Automatic License Plate Reader (ALPR) cameras along OR 42. The project is intended to enhance public safety by providing law enforcement with technology that assists in identifying stolen vehicles, locating wanted persons, and supporting criminal investigations. The agreement authorizes placement of the equipment within ODOT right of way while requiring compliance with Oregon Senate Bill 1516, ODOT engineering standards, and all applicable state and federal regulations. The agreement remains effective through December 31, 2035.
Analysis:	This agreement provides the legal framework necessary for the Winston Police Department to deploy ALPR technology on state highway property while clearly defining each party's responsibilities. The City assumes full responsibility for project funding, installation, maintenance, permitting, data management, and ongoing operational costs, while ODOT provides oversight of highway right of way and permitting. The agreement also ensures that the use of ALPR technology complies with current Oregon law regarding privacy, data retention, and accountability. Overall, the project strengthens the City's crime prevention and investigative capabilities while maintaining compliance with transportation, safety, and public records requirements.
Recommendation:	Staff recommends Council approve Resolution 26-1237 approving the intergovernmental agreement with the State of Oregon (ODOT) for I intergovernmental agreement for LPR's to be placed on ODOT right of ways.
Financial Impact:	The City will fund approximately \$24,000 in project costs, plus ongoing permit fees, power, maintenance, and operational expenses. No direct financial obligation is incurred by ODOT.



ORDINANCE NO. 26-725

Winston-Dillard Water District franchise agreement

- Proposed franchise ordinance
- Six percent franchise fee and right-of-way terms
- City Council staff report



ORDINANCE NO. 26-725

AN ORDINANCE OF THE CITY OF WINSTON, OREGON CITY COUNCIL GRANTING A NON-EXCLUSIVE FRANCHISE TO THE WINSTON-DILLARD WATER DISTRICT, FOR THE MAINTENANCE AND OPERATION OF A WATER SYSTEM.

WHEREAS the City of Winston owns and operates rights-of-ways, easements and alleys; and,

WHEREAS under ORS 264.550, and ORS 221.420 all utilities operating within a city's corporate limits may be required to enter into a franchise agreement with the city for use of the rights-of-way, easements and alleys; and,

WHEREAS the Winston Dillard Water District is a water utility operating within the corporate limits of the City of Winston; and,

WHEREAS the City desires to set forth the terms and conditions by which Winston-Dillard Water District shall use the public ways of the City.

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

SECTION 1. Grant of Franchise and General Utility Easement

City hereby grants to Winston Dillard Water District the right, power, privilege and authority to enter upon all roads, rights-of-way, streets, alleys, highways, or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the purpose of controlling, distributing, storing, and transmitting Water, as may be necessary to provide Water service.

1.1 Effective Date. This Ordinance will become effective per **SECTION 12** at the end of this Ordinance.

SECTION 2. Term.

The rights, privileges and Franchise granted to Winston Dillard Water District will extend for an initial term of five (5) years from the Effective Date (September 16, 2031), and shall automatically extend for successive one (1) year terms unless, (a) a new agreement is entered into; (b) the Franchise is terminated by agreement between the Parties; or (c) either party provides the other party not less than one hundred eighty (180) days prior written notice of its intent not to renew a successive term.

SECTION 3. Acceptance by Winston-Dillard Water District.

Within thirty (30) days after the passage of this ordinance by the City, Winston-Dillard Water District 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.

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with Winston Dillard Water District's rights under this Franchise. City may not, however, award a Water Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

4.1 Assignment of Franchise. Winston Dillard Water District shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by federal law, and state law, and Commission regulation Winston Dillard Water District shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

SECTION 5. Franchise Fees.

5.1 In consideration of the rights, privileges, and franchise granted by City to Winston Dillard Water District under this Franchise, Winston Dillard Water District will pay City six percent (6%) of Winston Dillard Water District's Gross Revenues derived from service to customers located within City (the "Franchise Fee"). Winston Dillard Water District will pay the Franchise Fee in quarterly installments, which quarterly installments will be due not later than thirty (30) days following the end of the quarter to which the payment relates.

5.2 For the purposes of this subsection, "City" means the area within the corporate limits of the City as now constituted, together with any area hereafter annexed by the City.

5.3 The Franchise Fee amount of 6% shall be fixed. The City may modify the Fee and terms of the agreement with six (6) months' notice to Franchisee.

5.4 Franchisee shall provide free of charge to City bulk water for use by Public Works Department for 12 months for each year of the agreement.

5.5 Contemporaneously with each quarterly payment, Winston Dillard Water District will file with City a sworn statement describing the total gross revenues Winston Dillard Water District received during the applicable quarter ("the Accounting Statement"). City's acceptance of any payments under this Section will not constitute a waiver by City of any Winston Dillard Water District breach of this Franchise.

5.6 Inspection of Books and Records. On thirty (30) days' advance written notice to Winston Dillard Water District, City may review such Winston Dillard Water District books, records, documentation, and/or information that City reasonably determines necessary or appropriate to audit an Accounting Statement and/or ascertain Winston Dillard Water District's compliance with this Franchise. Winston Dillard Water District will cooperate with City in conducting any inspection and/or audit in-person, by mail or electronic means and will correct any discrepancies affecting City's interest in a prompt and efficient manner. Winston Dillard Water District will keep all its books, records, documentation, and/or information at its Winston, Oregon headquarters.

5.7 Equality of Franchise Fees and Costs. In the event that the City increases charges as prescribed by law upon Winston Dillard Water District for any fees, taxes or other costs in connection-with the issuance, maintenance, existence, continuation, and/or use of the Franchise or public right-of-way granted herein, City shall impose equivalent charges for any fees, taxes or other costs upon any and all other franchisee(s) doing the same business as or competing with Winston Dillard Water District.

Ordinance No. 26-725

2 | Page

The City of Winston, Oregon, City Council

In the event that City does not impose equivalent charges upon other franchisee(s) doing the same business as or competing with Winston Dillard Water District, the City will charge Winston Dillard Water District the fees, taxes or other costs imposed upon Winston Dillard Water District prior to the increase until all franchisee(s) doing the same business as or competing with Winston Dillard Water District are charged the same.

SECTION 6. Winston Dillard Water District Operations And Maintenance.

6.1 Compliance with Laws, Regulations, Codes and Standards. In carrying out any authorized activities under the privileges granted by this Franchise, Winston Dillard Water District shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over Winston Dillard Water District's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or as may be subsequently enacted by any governmental entity with jurisdiction over Winston Dillard Water District's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations that are not discriminatory in nature. Prior to the adoption of any new rule, procedure or policy of general applicability such as right-of-way construction standards, public works standards, right-of-way permit fees, street cutting fees, and/or development permit fees, Winston Dillard Water District shall be provided a written draft document for comment with a response period of not less than thirty (30) days. Notwithstanding the foregoing, failure to provide such notice shall not invalidate such new rules, procedures, or policies of general applicability, nor exempt Winston Dillard Water District from compliance with such new rules, procedures or policies. Service shall be supplied to the City and its inhabitants in accordance with Winston Dillard Water District's rules and regulations.

6.2 Facility location by Winston Dillard Water District and Non- interference. Winston Dillard Water District shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable Water service, subject to the following non-interference requirements. All construction, installation, repair or relocation of Winston Dillard Water District's Facilities performed by Winston Dillard Water District in the Franchise Area will be done in such a manner as not to interfere with existing facilities of other, public or private, including drains, drainage ditches and structures, irrigation ditches and structures located therein, nor with the grading or improvement of such roads, rights of way or other public property subject to this franchise.

6.3 Facility Location Information. Winston Dillard Water District shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. Winston Dillard Water District does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities is shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of Winston Dillard Water District or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either Party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

6.4 Vegetation Management—Removal of Trees/Vegetation Encroachment. The right of Winston Dillard Water District to maintain its Facilities shall include the right, as exercised in Winston Dillard Water District's professional discretion to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to Winston Dillard Water District's Facilities or pose a threat to public safety and welfare. Winston Dillard Water District or its agents may accordingly remove or limit, without recourse or payment of compensation at its

sole expense, the growth of vegetation which encroaches upon its Facilities and/or Water transmission and distribution corridors within the Franchise Area.

6.5 Right of Excavation. For the purpose of implementing the privileges granted under this Franchise, and subject to the conditions described herein, Winston Dillard Water District is authorized to make any necessary excavations in, under and across the streets, alleys, roads rights-of-way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. Winston Dillard Water District shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by Winston Dillard Water District after excavation, in accordance with applicable City and Winston Dillard Water District specifications. Prior to performing such work, Winston Dillard Water District shall obtain all legally required permits at no expense to Winston Dillard Water District, including the opening or disturbance of any Right-of-way-within the Franchise Area. Permits are being provided at no cost by the City in exchange for water use records requested from the water district and provided to the City. City shall cooperate with Winston Dillard Water District in granting any permits required, providing such grant and subsequent construction by Winston Dillard Water District shall not unduly interfere with the use of such Rights-of-way. Winston Dillard Water District shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Water Franchise in the Franchise Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by City as to other public utility companies and other entities operating in the City. The payment of any generally applicable and non-discriminatory right-of-way permit fees, street cutting fees, or development permit fees shall be required in addition to payment of the Franchise Fee herein.

6.6 Emergency Work. In the event of an emergency requiring immediate action by Winston Dillard Water District to protect the public health and safety or for the protection of its Facilities, or the property of the City or other persons in the Franchise Area, Winston Dillard Water District may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City or at the next available opportunity.

SECTION 7. Reservation Of City's Rights And Powers.

7.1 Reservation of Right. The City, in granting this Franchise, does not waive any rights which it may not have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights-of-way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time and any power of eminent domain granted to it under the laws of the State.

7.2 Necessary Construction/Maintenance by City. The construction, operation and maintenance of Winston Dillard Water District's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to Winston Dillard Water District's Facilities; provided that Winston Dillard Water District shall be given not less than ten (10) business days' notice of said work, except in events of emergency when there exists an unforeseen and substantial risk or threat to public health, safety, welfare, or waste of resources in which case the City will make reasonable efforts to contact Winston Dillard Water District prior to doing said work; and provided further that, if Winston Dillard Water District provided an accurate location of its facilities upon request, the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties,

caused by said work to any Facilities belonging to Winston Dillard Water District, up to the amount of liability under the Oregon Tort Claims Act.

7.3 Expansion of Winston Dillard Water District's Facilities. Facilities in the City's Franchise Area that are incidental to the Franchise Area, or that have been, or are at any future time acquired, newly constructed, leased, or utilized in any manner by Winston Dillard Water District shall be subject to all provisions of this Franchise.

7.4 Change of Boundaries of the City. Any subsequent additions or modifications of the boundaries of the City, whether by annexation, consolidation, or otherwise, shall be subject to the provisions of this Franchise as to all such areas.

7.5 Removal of Abandoned Facilities. During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct Winston Dillard Water District to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety, or become a facility detrimental to the aesthetics of the community.

7.6 Vacation of Properties by City. If, at any time, the City shall vacate any road, right-of-way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to Winston Dillard Water District for the purpose of constructing, reconstructing, operating, maintaining, repairing and upgrading Winston Dillard Water District's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to Winston Dillard Water District for existing Winston Dillard Water District's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with Winston Dillard Water District's full enjoyment and use of said easement.

SECTION 8. Relocation Of Winston Dillard Water District's Facilities.

8.1 Relocation of Facilities Requested by City. Upon request of the City, Winston Dillard Water District shall relocate its Facilities as necessary within the Franchise Area as specifically designated in design plans that are no less than sixty (60) percent complete by the City for such purpose. For purposes of this provision, all reasonable efforts shall be made by the City, with input from Winston Dillard Water District, to minimize the impacts of potential relocation. The City shall provide Winston Dillard Water District reasonable notice of any intended or expected requirement or request to relocate Winston Dillard Water District's Facilities. Said notice shall not be less than ninety (90) calendar days prior to any such relocation and, depending on the circumstances, may be greater than one hundred twenty (120) calendar days if necessary, to allow Winston Dillard Water District sufficient time to arrange for relocation upon consultation with the City. In cases of emergency, or where not otherwise reasonably foreseeable by the City, the notice requirements of this Section may be shortened by discussion and agreement between the Parties. The City shall use reasonable efforts to cause any such relocation to be consistent with any applicable long-term development plan(s) of the City. In the event a relocation forces Winston Dillard Water District off City's existing Right(s)-of-way then the City shall accommodate such relocation by securing an acceptable, alternate location for, and removing any obstructions, including, without limitation, trees, vegetation, or other objects that may interfere with the installation, operation, repair, upgrade or maintenance of Winston Dillard Water District's Facilities on the affected Property. If the City requires the subsequent relocation of any of Winston Dillard Water District's Facilities within five (5) years from the date of relocation of such Facilities or installation of new Facilities that is the result of the same Right-of-way project, regardless of the cause for either the initial or subsequent relocation, the City shall bear the entire cost of such

subsequent relocation. Winston Dillard Water District agrees to relocate all Facilities promptly within a reasonable time. Upon notice from the City, the parties agree to meet and determine a reasonable relocation time, which shall not exceed the time normally needed for construction projects of the nature of the City's relocation request unless otherwise mutually agreed. This Section shall not apply to Facilities in place pursuant to private easement held by Winston Dillard Water District, regardless of whether such Facilities are also located within the Franchise Area. In the event the City requests relocation of Facilities that are in place pursuant to an existing easement, said relocation shall be treated in the same manner as a relocation requested by third parties under *Section 54.062*, below, with the City bearing the expense of relocation.

8.2 Relocation of Facilities Requested by Third Parties. City acknowledges that Winston Dillard Water District is obligated to provide Water service and related line extension or relocation of Facilities for the benefit of its customers and to require compensation for such services on a non-preferential basis. If Facilities are to be relocated at the request of or for the main benefit of a third party, the City shall not require Winston Dillard Water District to relocate its Facilities until such time as a suitable location can be found and the third party has entered into an agreement to reimburse Winston Dillard Water District for its reasonable costs of relocation.

8.3 Availability of Other Funds. In the event the City applies for federal, state or other non-City funding for right-of-way improvements, the City shall make a reasonable effort to include funding for utility relocation purposes, provided such funds do not interfere with the City's right to obtain the same or similar funds, or otherwise create any expense or detriment to the City. The City may recover all costs from granting federal or state agency, including internal costs, associated with obtaining such funds.

SECTION 9. Indemnity.

9.1 Indemnification of City. Winston Dillard Water District shall indemnify, defend, and hold the City (including its officers, agents, employees and volunteers) harmless for, from and against any and all claims for injury, damage, loss, cost, expense (including court and appeal costs and attorney, architect, and engineering fees or expenses) and liability of any kind arising from or connected with (a) any act or omission of Winston Dillard Water District to keep its Facilities in a safe condition; (b) any casualty or accident caused by the officers, employees, agents, contractors, or subcontractors of Winston Dillard Water District in the construction, operation, maintenance, repair or removal of its Facilities; and (c) any breach of this Franchise. However, this provision shall not apply to the negligent or willful acts or omissions of the City, for which the City will indemnify Winston Dillard Water District as provided by *Section 54.062* of this Franchise and to the extent allowable under the Oregon Tort Claims Act.

9.2 Indemnification of Winston Dillard Water District. To the extent permitted by law, City agrees to defend and indemnify Winston Dillard Water District, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney fees, that Winston Dillard Water District may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from, the negligent acts or omissions of the City, its appointed and elected officers and employees, agents, contractors in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of Winston Dillard Water District, its employees or agents.

SECTION 10. Franchise Dispute Resolution.

10.1 Non-waiver. Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

10.2 Dispute Resolution by the Parties. Disputes regarding the interpretation or execution of the terms of this Franchise that cannot be resolved by department counterparts representing the Parties, shall be submitted to the City's Attorney and an attorney representing Winston Dillard Water District for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

10.3 Right of Enforcement. No provision of this Franchise shall be deemed to bar the right of the City or Winston Dillard Water District to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other Party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity pursuant to *Section 54.084*. Exclusive venue for any litigation between the City and Winston Dillard Water District arising under or regarding this Franchise shall occur, if in the state courts, in Douglas County Circuit Court, and if in the federal courts, in the United States District Court for the District of Oregon.

10.4 Attorneys' Fees and Costs. Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 11. General Provisions.

11.1 Franchise as Contract, no Third-Party Beneficiaries. This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

11.2 Force Majeure. In the event the Parties are delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond said Party's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then said Party's performance shall be excused during the period of the Force Majeure occurrence. Each affected Party will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence, said Party will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

11.3 Prior Franchises Superseded. As of the Effective Date, this Franchise shall supersede all prior Water franchises for the Franchise Area previously granted to Winston Dillard Water District or its predecessors by City, and shall affirm, authorize and ratify all prior installations authorized by permits or other action not previously covered by prior Franchise. Termination of the prior Franchise shall not, however, relieve the Parties from any obligations which accrued under said Franchise prior to its termination, including but not limited to, any outstanding indemnity, reimbursement or administrative fee payment obligations.

11.4 Severability. The Franchise is granted pursuant to the laws of the State of Oregon relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase

of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of the Parties.

11.5 Changes or Amendments. Changes or amendments to this Franchise shall be in writing and shall not be effective until lawfully adopted by the City and agreed to by Winston Dillard Water District.

11.6 Supremacy and Governing Law. This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Oregon. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control.

11.7 Headings. The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

11.8 Abandonment or Suspension of Franchise Rights and Obligations. Winston Dillard Water District may at any time abandon the rights and authorities granted hereunder, provided that six (6) months' written notice of intention to abandon is given to City.

11.9 Venue. This Franchise Agreement has been made entirely within the state of Oregon. If any suit or action is filed by any party to enforce this Franchise Agreement or otherwise with respect to the subject matter of this Agreement, exclusive venue shall be in the federal or state courts in Douglas County, Oregon.

11.10 Insurance. Winston Dillard Water District shall procure and maintain for the duration of the Franchise, insurance, or evidence of self-insurance, against claims for injuries to persons or damages to property which may arise from or in connection with the exercise of the rights, privileges and authority granted hereunder to Winston Dillard Water District, its agents, representatives or employees. Winston Dillard Water District shall provide a copy of such insurance certificate to the City for its inspection prior to the adoption of this Franchise, and such insurance shall evidence:

- Comprehensive general liability insurance, written on a claims made basis, with limits not less than: (a) \$2,000,000 for bodily injury or death to each person; (b) \$2,000,000 for property damage resulting from any one accident; and (c) \$2,000,000 for all other types of liability;
- Automobile liability for owned, non-owned and hired vehicles with a limit of \$1,000,000 for each person and \$1,000,000 for each accident;
- Worker's compensation coverage in accordance with the applicable laws of the state of Oregon.
- Comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than \$2,000,000.

SECTION 12. This Ordinance will be in effect on the 30th day following its adoption.

FIRST READING BY THE CITY OF WINSTON, OREGON, CITY COUNCIL, ON THIS 3RD DAY OF AUGUST 2026.

CITY OF WINSTON

CITY COUNCIL STAFF REPORT

Meeting Date	August 3, 2026
Agenda Item	Public Hearing / First Reading
Subject	Ordinance No. 26-725 - Winston-Dillard Water District Franchise Agreement
Department	Administration
Prepared By	Thomas McIntosh, City Manager
Attachments	Ordinance No. 26-725 - Winston-Dillard Water District Franchise Agreement

BACKGROUND

The Winston-Dillard Water District owns and operates the public water distribution system serving residents and businesses within the City of Winston. Because District facilities occupy City-owned streets, rights-of-way, easements, and alleys, Oregon law authorizes the City to require a franchise agreement governing that use. Ordinance No. 26-725 cites ORS 264.550 and ORS 221.420 as authority for requiring utilities operating within City limits to enter into franchise agreements for use of public rights-of-way.

The proposed ordinance replaces prior franchise arrangements and establishes updated operational, financial, maintenance, insurance, indemnification, and administrative requirements for the District. Upon becoming effective, it supersedes prior water franchises granted to the District or its predecessors.

DISCUSSION

Franchise Term: The agreement provides an initial five-year term beginning on the effective date, followed by automatic one-year renewals unless a replacement agreement is executed, the parties mutually terminate the franchise, or either party gives at least 180 days written notice of non-renewal.

Franchise Fee: The District will pay the City a franchise fee equal to six percent of gross revenues derived from customers located within the City. Payments are due quarterly and must be accompanied by an accounting statement. The ordinance also provides that the fee may be modified with six months notice and requires the District to provide bulk water to the Public Works Department at no charge during each year of the agreement.

Operations and Maintenance: The ordinance establishes requirements for legal compliance, construction and maintenance standards, utility locating, vegetation management, excavation, emergency work, and restoration of City rights-of-way following construction or repair activities.

City Rights and Relocation: The City retains control over its public ways and may require relocation of District facilities for public projects. The ordinance also addresses notice, timing, allocation of relocation costs, removal of abandoned facilities, and reservation of utility easements when public property is vacated.

Insurance and Indemnification: The District must maintain specified general liability, automobile liability, workers compensation, and related coverage. The ordinance also includes reciprocal indemnification provisions allocating responsibility for claims arising from each party's acts or omissions.

Dispute Resolution: Disputes that cannot be resolved by staff are referred to legal counsel for both parties and then to a mutually agreed non-binding alternative dispute resolution process before litigation. Venue is established in Douglas County, Oregon.

FINANCIAL IMPACT

Approval of the ordinance will continue an ongoing General Fund revenue source through a franchise fee equal to six percent of the District gross revenues generated from customers within the City of Winston. The amount will vary with water sales and rate levels. The ordinance requires quarterly payments and supporting revenue statements. The City also receives operational value from the provision of bulk water for Public Works use at no charge.

PUBLIC BENEFIT

- Ensures the continued delivery of public water service within the City.
- Establishes clear responsibilities for use and restoration of City rights-of-way.
- Provides continuing franchise revenue to the City.
- Clarifies facility maintenance, relocation, insurance, and liability requirements.
- Creates a predictable framework for coordination between the City and the Water District.

CITY COUNCIL OPTIONS

1. Approve the first reading of Ordinance No. 26-725 and schedule the second reading.
2. Continue the matter and direct staff to negotiate or prepare revisions.
3. Decline to advance the ordinance.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the first reading of Ordinance No. 26-725 and direct staff to place the ordinance on the agenda for second reading and adoption.

SUGGESTED MOTION

I move to approve the first reading of Ordinance No. 26-725, granting a non-exclusive franchise to the Winston-Dillard Water District for the maintenance and operation of a water system within the City of Winston, and direct staff to schedule the ordinance for second reading and adoption at the next regular City Council meeting.