



CITY COUNCIL PACKET

Regular Meeting

Monday, August 17, 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 17, 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 August 3 Council minutes and accept July 8 Economic Development minutes.	Action
Resolution No. 26-1237	Consider ODOT IGA for automatic license plate readers along OR 42.	Action
Business License	Consider revocation for Classic Cuts, 92 NW Glenhart Ave.	Action
Council Workshops	Set Council workshop dates.	Action
Ordinance No. 26-725	Second reading of Winston-Dillard Water District franchise agreement.	2nd Reading

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



CITY OF WINSTON, OREGON

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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

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



CITY OF WINSTON, OREGON

CITY COUNCIL REGULAR MEETING

Monday, August 17, 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 August 3, 2026
- B. Acceptance of Minutes—Economic Development July 8, 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

- A. Friends of the Winston Library — Paula Fetzer
- B. Economic Development for August 12, 2026, Draft Minutes Included in Packet – Dave Cunningham, Council Liaison

V. Department Reports

- A. Wastewater – Chris Sherlock, Superintendent
- B. Police – Chief Sarti
- C. Administration — Thomas McIntosh, City Manager

VI. Old Business

- A. Resolution No. 26-1237 IGA State of Oregon, 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 each speaker)
 - 4. Council Action

VII. New Business

- A.** Business License Revocation – Classic Cuts, Dora Standley, 92 NW Glenhart Ave.
- B.** Set Council Workshop Dates
- C.** Ordinance No. 26-725 — Franchise Agreement with Winston-Dillard Water District
 - 1. Read by Title Only; Second Reading — Thomas McIntosh
 - 2. Staff Report — Thomas McIntosh
 - 3. Comments from the Audience (three minutes per speaker)
 - 4. Council Action

VIII. Upcoming Agenda Items

IX. Non-Agenda Items from Council

X. Good of the Order

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

XI. Announcements

- Urban Renewal Agency August 20th at 5:30; City Hall
- Free Walk-in Medicare/Medicaid Assistance with SHIBA, Wednesday, August 26th all day at 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 accommodation for this meeting, contact Winston City Hall at 541-679-6739 at least 48 hours before the scheduled meeting time.



CONSENT AGENDA

Items presented for Council approval or acceptance

- August 3, 2026 City Council regular meeting minutes
- July 8, 2026 Economic Development Committee minutes



CITY OF WINSTON, OREGON
CITY COUNCIL REGULAR MEETING MINUTES
August 3, 2026

1. Meeting Information

Meeting	Winston City Council Regular Meeting
Date	August 3, 2026
Location	Winston City Hall
Presiding Officer	Mayor Christie Knutson
Prepared By	Transcription Record
Status	Draft — Pending Approval at Next Regular Meeting

g should be confirmed against an official roster or the mayor directly before these minutes are finalized.

2. Attendance

Roll call was conducted at the start of the meeting. The following council members responded "Here":

Name / Title	Role	Note
Mayor Knutson	Mayor / Presiding Officer	
Councilor Nick Wiggins	Council Member	Present — roll call
Councilor Allen Hobson	Council Member	Present — roll call
Councilor Dave Cunningham	Council Member	Present — roll call
Councilor Dorie White	Council Member	Present — roll call; first name "Dorie" heard later in meeting

Staff:

- Thomas McIntosh — City Manager

3. Call to Order / Roll Call

The Pledge of Allegiance was recited, followed by roll call. Councilors Wiggins, Hobson, Cunningham, and White answered "Here"; the Mayor was noted as present.

3.1 Agenda Adjustments

No adjustments to the agenda were proposed.

4. Approval of Council Minutes

A motion was made to approve the July 20, 2026 Council minutes as presented.

Motion	Result
Approve July 20, 2026 minutes as presented by Hobson; second by White	PASSED — Unanimous (Aye); no opposition voiced

5. Public Comment

The floor was opened for comments from the audience on items not listed on the agenda. No members of the public came forward to speak at this time.

6. Department & Committee Reports

6.1 Reports from Boards, Commissions, Committees, and Schools

None.

6.2 Administration — Thomas McIntosh

- No substantive report; staff time this period has been focused on budgetary analysis ("a lot of numbers to push around and understand"), consistent with ongoing budget work noted in prior meetings.

7. New Business

7.1 New Business License Applications

Staff presented two new business license applications:

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

Motion	Result
Approve both business license applications as presented by Cunningham; second by Hobson	PASSED — Unanimous (Aye); no opposition voiced

7.2 Resolution 26-1237 — IGA with ODOT for License Plate Reader (Flock Camera) Installation Along OR-42

Read by title only. This resolution would authorize the City Manager to enter into an intergovernmental agreement with the Oregon Department of Transportation (ODOT) for the placement of automated license plate reader ("flock") cameras along OR-42, within ODOT's right-of-way.

Staff report and discussion highlights:

- The city currently operates eight flock cameras countywide; four sit within ODOT's right-of-way and are the subject of this agreement. Total cost for all eight cameras is approximately \$24,000/year (roughly \$6,000 per camera).
- Council raised concern over a \$127,200 "estimated project cost" figure stated in the resolution, which staff clarified is a contractual placeholder required by ODOT's own process and does not reflect an actual cost to the city; staff offered to obtain this in writing from ODOT contact Glen Pederson.
- The agreement term runs through December 31, 2035.
- Cameras are governed solely by the city; per Oregon Senate Bill(s) referenced in the agreement, data is not shared with federal authorities or across most other agencies — only with local law enforcement for criminal-investigation purposes. An audit of flock camera data use is published on the police department's website.
- Staff noted the cameras have aided investigations into a homicide, a drive-by shooting, and other criminal activity, particularly in Riverbend Park.
- Council members raised concerns about cameras located outside city limits (e.g., "Kelly's Corner," in the county), questioning city liability for litigation arising from cameras placed in county jurisdiction and why the county is not

funding cameras in county areas. Staff explained camera placement targets choke points for traffic entering/exiting the city, and that the county has paused its own flock camera program pending resolution of related litigation (referenced ACLU litigation).

- A member of the public, Mike Schneider (622 Parkway), voiced no objection to the cameras generally but questioned the placement of cameras outside city jurisdiction; council members expressed similar concerns and suggested that the bridges into Winston, rather than Kelly's Corner, may be the more appropriate choke points to monitor, potentially reducing the number of cameras needed and associated cost.
- Additional discussion covered: capability of the cameras beyond license plates (staff noted awareness of reported facial recognition, vehicle attribute tracking, and Bluetooth metadata capabilities in flock systems generally, but stated Winston's cameras are configured to use only license-plate-reading features); monitoring is handled within existing staffing levels; and cameras have been in place for at least three years.

Given the concerns raised regarding cost, geographic placement, and jurisdiction, a motion was made to table the resolution to allow the Police Chief to address council's questions before further consideration.

Motion	Result
Table Resolution 26-1237 pending further information from the Police Chief on cost, camera count, and placement by Hobson; second by Cunningham	PASSED (tabled) — Unanimous (Aye); no opposition voiced

Note: The individual(s) making and seconding the motion to table were not clearly identified by name in the transcript.

7.3 Ordinance 26-725 — Franchise Agreement with Winston-Dillard Water District (First Reading)

Read by title only. This ordinance would grant a non-exclusive franchise to the Winston-Dillard Water District, a special district under ORS 261, for the maintenance and operation of a water system within city rights-of-way.

Staff report and discussion highlights:

- The existing franchise agreement, in place since 2019, generates approximately \$104,000/year for the city, assessed at 6% of the district's gross income, consistent with the city's standard franchise-fee practice for entities working in city rights-of-way (comparable to Pacific Power, Avista, CenturyLink, and similar utilities).
- Staff negotiated a new five-year agreement with terms unchanged from the current agreement (no fee increase), noting that an increase would likely be passed on to district customers.
- New water infrastructure costs associated with private development continue to fall to the developer, per the existing agreement structure.
- In response to a public question from a commenter identified as "Iris," staff confirmed that the district provides the city access to bulk water (e.g., for its flusher truck) on a quid pro quo basis, in exchange for the city waiving right-of-way activity permit fees (normally \$125 each) — an arrangement staff characterized as benefiting the district somewhat more than the city in dollar terms, though no precise dollar comparison was cited.
- Staff recommended the council forward the ordinance to a second reading and adoption.

A motion was made to approve the first reading of Ordinance 26-725 (referred to verbally by the mover as "26-75" — see note below) and to direct staff to schedule the ordinance for second reading and adoption at the next regular council meeting.

Motion	Vote	Result
Approve first reading of Ordinance 26-725 (Winston-Dillard Water District franchise agreement) and forward to second reading/adoption by Hobson; second by Cunningham	Aye — Councilors Williams, Hobson, Cunningham; Councilor White (Dorie) abstained	PASSED

8. Consolidated Voting Summary

Item	Description	Vote	Result
Minutes	Approval of July 20, 2026 minutes as presented	Unanimous Aye	PASSED
Business Licenses	2 new business license applications	Unanimous Aye	PASSED

Res. 26-1237	IGA with ODOT — flock camera (ALPR) installation, OR-42	Unanimous Aye	TABLED
Ord. 26-725	Franchise agreement — Winston-Dillard Water District (1st reading)	Aye, 1 abstention (White)	PASSED

Note: For every motion in this meeting, the recording captures an "Aye" response followed by silence on "Opposed," interpreted as unanimous approval by the members present unless an abstention was explicitly noted for the record (as with Ordinance 26-725). Individual mover/seconder names were often not clearly stated and are noted only where audible.

9. Non-Agenda Items / Good of the Order

9.1 Upcoming Agenda Items

- Seismic retrofit grant (Winston Police Department building) was flagged as an upcoming agenda item. A council member asked whether an associated engineering study had already been completed; staff clarified that the item coming before council is an agreement to receive grant funding for the study, and that the study itself has not yet been performed, despite an earlier informal statement from the Police Chief that may have implied otherwise.

9.2 Non-Agenda Items from the Council — Postal Service Concerns

- A council member raised concerns about ongoing mail and package delivery problems in Winston. Staff (Thomas McIntosh) reported having met with the local postmaster, Tina, who initially agreed to attend this meeting but later declined after learning that congressional and senatorial inquiries into the matter were already underway, at which point the issue was referred to the U.S. Postal Service's internal inspection process.
- Because the local postmaster is now not expected to appear before council, staff and council indicated intent to move forward with sending a letter on city letterhead to congressional and Senate officials requesting attention to the issue. No formal motion was made or required, as this item was not on the agenda.
- Council members noted the mail delivery issue appears to be a broader, potentially nationwide problem, and encouraged residents to use the city's drop box for voting ballots rather than relying on collection from residential mailboxes.

9.3 Announcements

- Friends of the Winston Library — August 12, 2026, 11:00 AM, Winston Library.
- Economic Development Committee — August 12, 2026, 12:00 PM (noon), City Hall.
- Next Winston City Council Regular Meeting — Monday, August 17, 2026, 7:00 PM, City Hall.
- Purple Heart Day observance this Friday — volunteers needed; several council/staff members noted they would be unavailable due to travel.
- Checks, copies, and claims in excess of \$500 were included in council packets per standard practice.

No executive session was held.

10. Action Items & Follow-Up

Action Item	Responsible Party	Deadline / Notes
Obtain written confirmation from ODOT (Glen Pederson) that the \$127,200 estimated project cost figure in Resolution 26-1237 is a contractual placeholder, not an actual city obligation	Thomas McIntosh / Staff	Timing not specified
Bring Resolution 26-1237 (ODOT IGA — flock cameras) back before council with Police Chief input addressing cost,	Police Chief / Staff	Item tabled; timing not specified

camera count, and placement (e.g., bridge choke points vs. Kelly's Corner)		
Schedule second reading and adoption of Ordinance 26-725 (Winston-Dillard Water District franchise agreement)	Staff	Next regular council meeting
Bring seismic retrofit grant agreement (Police Department building) before council	Staff	Coming before council soon
Send letter on city letterhead to congressional and Senate officials regarding local postal service / mail delivery issues	Thomas McIntosh / Council	Timing not specified
Coordinate Purple Heart Day volunteers	Council / Staff	This Friday

11. Adjournment

The meeting was adjourned at approximately 7:34 PM.

Certification

These minutes are a draft record of the Winston City Council meeting held on August 3, 2026, reconstructed from an audio transcript, and are subject to review and approval at a subsequent regular meeting.

Christie Knutson, Mayor

Thomas McIntosh, City Manager



CITY OF WINSTON, OREGON
ECONOMIC DEVELOPMENT COMMITTEE — MEETING MINUTES
 July 8, 2026

1. Meeting Information

Meeting	Winston Economic Development Committee — Regular Meeting
Date	July 8, 2026
Time	12:00 PM (Noon)
Location	Winston City Hall
Presiding Officer	Valynn Currie Committee Chair
Prepared By	Transcription Record
Status	Draft — Pending Approval at Next Regular Meeting

2. Attendance

Committee Members

Name / Title	Role	Note
Valynn Currie, Committee Chair	Presiding Officer	
Craig Wilson	Committee Member	Present
Mike Schneider	Committee Member	Present
Steve Johnson	Committee Member	Present

3. Call to Order

The Chair called the meeting to order at approximately 12:00 PM and conducted a roll call of members present (listed above).

4. Approval of Minutes

- A motion was made to adopt the minutes of the previous meeting.
- Discussion: A member noted that recent minutes (produced with AI assistance) had grown too long (approximately seven pages) and asked that future minutes be condensed to focus on attendance, motions, votes, and discussion items — target of roughly two pages.

Motion	Mover / Second	Vote	Result
Adopt minutes of the previous Economic Development Committee meeting	Mike Schneider / Craig Wilson	Unanimous — Aye; none opposed	PASSED

5. Committee & Liaison Reports

5.1 City Council Recap (Steve Johnson and Teri)

- The regular liaison (Thomas) was absent; Steve Johnson and audience member Teri Fink provided an informal recap of the July 6 City Council meeting.
- Police Chief presented on department budget programs being reduced or discontinued.
- Lieutenant Stiffler reported on July 4th events at Riverbend Park.
- Raeann Rutledge (Vice President of WAID) reported approximately 2,000 attendees, one issue requiring law-enforcement response, and a very well-received, one of the largest parades on record.
- Council passed several resolutions.

5.2 Wastewater Capacity / Development Discussion

- A member asked whether there is sufficient sewer capacity for a large facility reportedly proposed near the entrance to Safari.
- Discussion covered a planned river-crossing siphon/boring project (three new pipes) intended to increase capacity, funded in part by a reported \$4 million grant.
- Consensus was that the treatment plant is currently near capacity, and that a developer would likely need to pay fees and/or await capacity expansion.
- A related question was raised about the status of the Brockway roundabout project; no definitive update was given.

5.3 Community Development / Graffiti Cruise Event

- The upcoming "Summer Nite Cruise" event (Saturday, 5:00–10:00 PM) is being run by the festival committee, not the City.

5.4 Chamber of Commerce Report (Steve Johnson, Acting Chair)

- The Chamber lost its president (resigned); Steve Johnson, previously Vice President, is now Acting Chair.
- The Chamber has three new officers of four positions and is still without a treasurer; a bank account is maintained and new signature cards have been arranged so the Chamber can continue to write checks.

6. Old Business

- A previously mentioned development remains confidential/"under wraps"; no new details were available.
- A trench is being installed for a 23-unit subdivision on the other side of the ark (area referenced by members); the water district is separately installing pipe in the area.
- Continued discussion of the long-vacant former antique mall / old co-op building: members discussed possible uses (medical/professional office, grocery store) but noted plumbing and buildout limitations, uncertain ownership, and a leasing company that has changed hands multiple times without success in filling the space.
- General discussion of attracting retirees and new residents to Winston, including interest expressed by prospective residents from Texas; members noted the city needs more to offer newcomers.
- An idea to convert the old auto-wrecking yard (after required hazmat soil cleanup) into a public pool was discussed; members agreed the City is not positioned to purchase the property or fund such a facility, and that a public pool would likely require a nonprofit sponsor. Myrtle Creek's community pool was suggested as a model to research.

7. New Business

- A new full-service spa/nail salon has opened behind the JM Market.
- Only one new business was listed in the July newsletter; a citizen called asking why new-business newsletter listings don't include phone numbers or addresses. It was clarified that publishing such contact details would constitute advertising, which is not a City function; members suggested the Chamber could compile and publish a business directory, or that City Hall could keep a simple reference list available at the front desk.
- Storefront vacancies (including the former Loggers building) remain a concern; no update on plans for that property.

8. Good of the Order

- Swimming advisory: the South Umpqua River is not safe for swimming after approximately July 1st due to algae; the North Umpqua has clearer water. The YMCA and Myrtle Creek pool were mentioned as alternatives.
- A member noted that Zach Koehler spoke at the July 6 City Council meeting appealing the City's marijuana dispensary ordinance, which currently limits Winston to one dispensary. A public hearing on the appeal is forthcoming. Discussion touched on the state's population-based licensing threshold (one dispensary per 7,000 residents age 21+) and comparisons to Sutherlin's population.
- Extended discussion of potential industrial development along Dillard Garden Road / the Cow Creek area, which is largely agricultural-zoned, privately held, and outside current city limits. Members discussed the tradeoffs of expanding city limits to include the area (tax rates would rise from approximately \$11 to \$17 per thousand) versus the challenge of extending sewer service, since the area currently relies on septic and city sewer capacity is already limited.

9. Action Items & Follow-Up

Action Item	Responsible Party	Deadline / Notes
Reach out to owner of vacant former antique mall / co-op store building regarding possible medical-office or retail tenant and marketing needs	Committee Chair	
Follow up with contacts from Texas expressing interest in relocating to Winston	Steve Johnson	
Consider whether the City or Chamber should compile a directory/contact list of new businesses for the front desk and newsletter	Steve Johnson	
Continue monitoring wastewater capacity and siphon/boring project relevant to potential large development near Safari entrance	Committee (informational)	Ongoing — tied to City Council/Public Works project

10. Adjournment

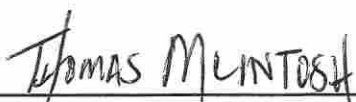
- The next regular meeting is scheduled for August 12, 2026.

Motion	Mover / Second	Vote	Result
Adjourn the meeting	Steve Johnson / Craig Wilson	Unanimous — Aye; none opposed	PASSED

Certification

These minutes are a draft record of the Winston Economic Development Committee meeting held on July 8, 2026, reconstructed from an audio transcript, and are subject to review and approval at a subsequent regular meeting.


 Valynn Currie
 Chair, Presiding Officer


 Thomas McIntosh
 City Manager



BOARDS & COMMITTEES

Reports and draft committee minutes

- Economic Development Committee - August 12, 2026 draft minutes
- Friends of the Winston Library report listed on agenda

CITY OF WINSTON, OREGON
ECONOMIC DEVELOPMENT COMMITTEE MEETING MINUTES
August 12, 2026

1. Meeting Information

Field	Detail
Meeting	Winston Economic Development Committee — Regular Meeting
Date	August 12, 2026
Location	Winston City Hall
Presiding Officer	Valynn Currie, Chair
Prepared By	Transcription Record
Status	Draft — Pending Approval at Next Regular Meeting

2. Attendance

The Chair stated current committee membership as Craig Wilson, Mike Schneider, herself, Valynn Currie, and Steve Johnson, noting that two other members, Kem and one additional member, had recently resigned and that the committee is seeking replacements.

Name / Title	Role	Note
Valynn Currie	Chair, Presiding Officer	Called meeting to order and presided
Craig Wilson	Committee Member	Present; moved to approve July 8 minutes
Mike Schneider	Committee Member	Present; seconded approval of minutes; active in discussion
Steve Johnson	Committee Member	Absent — noted as unavailable to give the Chamber of Commerce report
Dave Cunningham	City Council Liaison	Presented the Community Development report

Members of the Public

- Sue Terwilliger— audience member; first time attending, offered brief introductory comments

3. Call to Order / Approval of Minutes

Chair Valynn Currie called the meeting to order. The Committee then took up approval of the minutes from the July 8, 2026 meeting.

Motion	Mover / Second	Vote	Result
Approve the July 8, 2026 Economic Development Committee minutes	Craig Wilson moved; Mike Schneider seconded	Unanimous — Aye; none opposed	PASSED

The Chair noted she would sign the approved minutes and forward them to the City.

4. Public Comment

4.1 Introduction — Sue Terwilliger

Sue introduced herself as attending an Economic Development Committee meeting for the first time, stating she wanted to observe the committee's work.

The Chair noted the committee's membership situation: current members are Craig, Mike, Valynn, and Steve; two members, Kem and one other, recently resigned. The Chair asked that anyone aware of interested candidates encourage them to apply, stressing that consistent attendance is necessary to maintain quorum as membership grows.

5. Community Development Report — Dave Cunningham

Dave Cunningham gave an informational report described as not strictly economic development in nature but relevant for the Committee's awareness.

5.1 Derelict Property — Cary Street

- A house on Cary Street has had water and electricity shut off and is occupied by squatters; the property owner (who inherited it) was recently released from jail.
- Neighbors are upset about the condition of the property, which was described as a significant trash and nuisance problem.
- The City has previously spent thousands of dollars on cleanup at the property, which Cunningham characterized as a temporary fix that does not resolve the underlying problem.
- The City is looking to Douglas County for a possible "red tag" (condemnation) action, which would allow the County to step in, though the County has stringent guidelines that must be met first.
- Property taxes on the property are current; other financial obligations tied to the property are in arrears. Cunningham characterized the situation as an ongoing work in progress.

5.2 City Budget Shortfall

- The City is experiencing a structural budget shortfall: annual revenue growth is only slightly more than 2%, while inflation and operating costs are rising faster, requiring significant budget cuts.
- This is part of the reason the City did not rehire a City Planner, saving approximately \$100,000 in pay and benefits; Thomas McIntosh, who has planning credentials, has absorbed those duties, with some minor responsibilities cross-trained to other staff.
- Cunningham credited close work between the Mayor, himself, and Thomas McIntosh in managing the situation, and expressed cautious optimism that the City can remain financially solvent if current efforts succeed.

5.3 Shopping Center Progress

- The shopping center across from City Hall is reported to be progressing well, though there are no confirmed tenant leases at this time. Cunningham noted some prospective tenants have shown interest, but that such matters are not typically discussed publicly until a lease is signed.

5.4 Chamber of Commerce

- Committee members expressed concern about a lack of recent activity from the Chamber of Commerce and a desire for greater financial accountability regarding City funds provided to the Chamber.
- Steve is currently acting Chamber chair but reportedly does not wish to continue in that role; the Chamber needs someone willing to take on the chair position.
- The Chamber does have a treasurer and a bank account, though the treasurer's name was not recalled by anyone in the discussion.
- Members noted several longstanding Chamber activities (e.g., a "First Citizens" type recognition) have not been held in five to six years, unlike neighboring cities in the county that maintain active chambers.

- One member suggested exploring a return to a joint, multi-city model similar to a past "Douglas County chamber," potentially rejoining with the Sutherlin and Myrtle Creek chambers, if Winston's Chamber cannot maintain a solid board.
- No Chamber events are currently being planned; a past graffiti-related event was reported to have gone well, and the Chamber has been fairly active in recruiting new members.

5.5 Melon Festival

- The Melon Festival Committee is reportedly short on volunteers. A committee member (Clay) recently lost a co-organizer (Donna); it is uncertain whether the festival committee can pull off the event, which is roughly three to four weeks away.
- No one present had further information on the festival's status; it was noted that Thomas McIntosh might know more.

6. Urban Renewal Agency (URA) and Facade Grants

- The Committee asked about the availability of URA funds and active facade grants. Cunningham reported this as good news.
- URA funds are restricted in use but the URA is well-financed and in the black; funding is also tied in part to continued participation by the fire district, water district, and school district.
- The current URA boundary stops near the post office, leaving several nearby businesses and "donut holes" outside the district. The City, working with its URA attorney, is actively working to expand the URA boundary to close these gaps.
- The URA has several hundred thousand dollars available for development, with additional funds expected from upcoming property tax collections; all URA funds are earmarked for development purposes.
- The City is looking to raise the facade grant amount, currently \$10,000, citing the rising cost of doing business.
- It was suggested this could be a good Chamber of Commerce project — reaching out to businesses about facade grant availability, potentially including a signage inventory of properties needing improvement.
- Discussion noted that tenants (who do not own their buildings) can apply for facade grants, but the property owner/landlord must approve the work.
- The City is closely monitoring a specific property regarding a potential zoning violation, where a person appears to be operating a business without a valid license after the Planning Commission revoked prior approvals; residential use above a commercial space is allowed under current zoning, but unlicensed business activity is not.

7. New Business License Update

- New business license applications continue to come in weekly, primarily LLCs and contractors, along with home-based ("mom-and-pop") businesses.
- Food trucks operating within the city are required to obtain business licenses and have generally been doing so.
- Lookingglass Brewery has been listed for sale, reportedly around \$2 million, with no known buyer at this time.
- Breweries and wineries in the area are described as facing difficulty, attributed in part to low grape prices and some vineyard ownership shifting to California-based owners.
- Spangler's property has been for sale for roughly a decade with no offers, which members characterized as an indicator of reduced investment interest in that industry.
- Alcohol sales across categories (beer, wine, and liquor) were described as declining, with members speculating this may relate to health concerns (e.g., diabetes risk) and younger consumers shifting toward energy drinks or marijuana rather than alcohol.

8. Good of the Order

8.1 "Timberland" Theme Park Project

A committee member raised a recent newspaper article referencing a proposed large-scale development, previously discussed only in general terms by the Committee. Cunningham provided additional detail:

- Douglas County commissioners have provided \$150,000 for a feasibility study, and surveyors have begun work at the site.
- The project, referred to as "Timberland," is described as a theme-park-style development (compared informally to Disneyland) proposed for a roughly 116-acre site at the corner of Lookingglass Road and Safari Road.
- The land is associated with the Cow Creek Band of Umpqua Tribe of Indians. Developers reportedly have prior ties to California and Disneyland; a Lane County commissioner is described as helping spearhead the project.
- Plans reportedly include several themed sections, Indian rodeo-style attractions and rides, and a large hotel with a water feature. Proponents hope to break ground this year, with an estimated two-year construction timeline; whether the project proceeds depends on the feasibility study.
- The development is expected to create approximately 600 new jobs and could have a significant indirect economic impact on Winston, particularly through increased demand for services such as fast food, motels, gas stations, and housing.
- Members raised concerns about whether the City of Winston has sufficient sewer and water capacity to serve the project, since the site may fall outside city limits but could still rely on city or Green Area Water and Sanitary Authority ("Green") infrastructure. It was noted the Green Area Water and Sanitary Authority has purchased an adjacent ranch that could expand capacity.
- Because the property may be Cow Creek tribal-owned land, its property tax status is unclear; members discussed (without reaching a conclusion) whether the tribe or a project developer would be liable for property taxes, system development charges, or other City fees, and how tribal versus reservation land is treated differently under federal law. Examples were raised of other Cow Creek-owned rental properties within city limits that are reportedly not on the tax rolls.

8.2 Meeting Frequency

A member raised the possibility of reducing how often the Committee reviews certain numbers/reports, suggesting a shift to bi-monthly. It was noted that changing the Committee's meeting frequency (e.g., to quarterly) would need to originate from the City, since the City establishes the Committee's meeting schedule. No action was taken.

8.3 Committee Purpose / Mission Statement

Members expressed a shared sense that the Committee lacks a clear function, purpose statement, or mission statement from the City Council, describing the group at times as "rudderless." A comparison was drawn to the City's Parks Committee, which recently had its role clarified by the City, granting it more defined direction while also increasing its latitude to organize volunteer support for park projects.

Members also cited the "Timberland" project as an example of a matter the Committee felt it should have had earlier input on. The Chair agreed to raise the issue with City Manager Thomas McIntosh and to strongly recommend that a draft mission/purpose statement be developed for the Committee.

9. Action Items & Follow-Up

Action Item	Responsible Party	Deadline / Notes
Recruit new Economic Development Committee members to replace two recent resignations	Committee / Chair	Ongoing
Identify a new Chamber of Commerce chair (Steve does not wish to continue)	Chamber of Commerce	Not specified
Consider a Chamber-led facade grant outreach / signage inventory project	Chamber of Commerce	Not specified
Monitor status of Melon Festival planning given volunteer shortage	Festival Committee / City	Event is approximately 3–4 weeks out

Action Item	Responsible Party	Deadline / Notes
Continue expansion of the Urban Renewal Area boundary	City / URA Attorney	Ongoing
Evaluate raising the facade grant award amount above \$10,000	URA	Not specified
Monitor zoning/business-license compliance at flagged property	City / Code Enforcement	Ongoing
Track sewer/water capacity implications of the proposed Timberland development	City / Green Area Water and Sanitary Authority	Pending feasibility study results
Raise Committee mission/purpose statement with City Manager; draft language for Council consideration	Chair Valynn Currie / Thomas McIntosh	Not specified

11. Adjournment

The meeting was adjourned by unanimous vote following a motion by Mike and second by Craig. 12:35.

Certification

These minutes are a draft record of the Winston Economic Development Committee meeting held on August 12, 2026, reconstructed from an audio transcript, and are subject to review and approval at a subsequent regular meeting.

Valynn Currie, Chair

Thomas McIntosh, City Manager



DEPARTMENT REPORTS

Operational reports from City departments

- Wastewater - July 2026 monthly numbers
- Police and Administration reports listed on agenda

Winston- Green WWTF Monthly Numbers

July 2026

General

1.) Plant Flow (MG)	<u>2026</u>		<u>2025</u>	
<i>Winston</i>	14.16	43%	14.22	43%
<i>Green</i>	16.43	57%	18.66	57%
<i>Rainfall</i>	0.00		0.18	

2.) Leachate

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

3.) Bio-Solids

- 1.) Drying Beds: 78,810 gallons
- 2.) Land Application: 229,500 gallons

Monthly Notes

Reworked RBC shaft. Back online and operational
Hauled Liquid Biosolids for land application
Picked up dried Biosolids from Drying Beds
and filled back up liquid sludge
Rebuilt wash water boost pump for Gravity
Belt Thickener
Pressure washed offline equipment and resealed
areas in need
Change oil and fluids in all equipment that are
offline for the summer
Tag onsite for continued work on the SCADA programming
Black Pearl onsite for the siphon project

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	16.87	0.189	0.044	31.62	0.42
July.26	14.16	16.43	16.59	0.159	0.000	30.74	0.00
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	 270.37	 276.36	 274.49	 5.690		 544.86	 28.20
 GREEN Flow Calculated		 274.49					
 APPORTIONMENT	 49.62%	 50.38%					
				100%			

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				100%			



OLD BUSINESS

Resolution No. 26-1237 - ODOT License Plate Reader IGA

-
- Resolution and intergovernmental agreement
 - ODOT license plate reader installation along OR 42
 - WPD staff report and financial impact



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 17TH DAY OF AUGUST 2026.

APPROVED BY THE MAYOR ON THIS 17TH 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 UNCONVENIENT 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

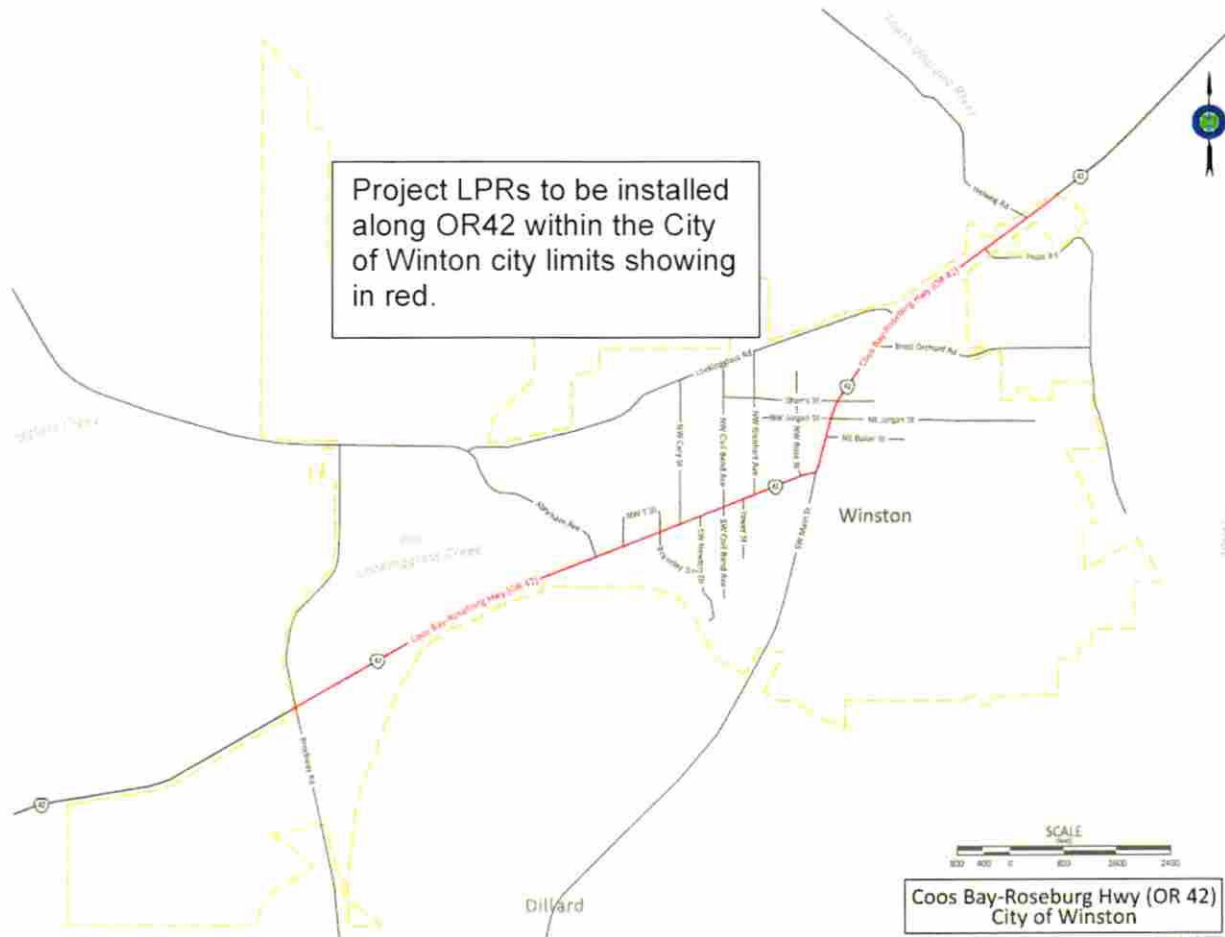


EXHIBIT B
Agency Contract Insurance Requirements

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.

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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.

CITY OF WINSTON

CITY COUNCIL STAFF REPORT

Meeting Date	August 14, 2026
Agenda Item	Resolution / Intergovernmental Agreement
Subject	Resolution No. 26-1237 - ODOT ALPR Camera Agreement
Department	Police Department
Prepared By	Brandon Sarti, Chief of Police
Attachments	Intergovernmental Agreement (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.

DISCUSSION

Agreement Purpose: The agreement provides the legal framework necessary for the Winston Police Department to deploy ALPR technology on state highway property and defines the responsibilities of the City and ODOT.

City Responsibilities: The City assumes responsibility for project funding, installation, maintenance, permitting, data management, and ongoing operational costs associated with the cameras.

ODOT Oversight: ODOT provides oversight of highway right-of-way and permitting for equipment placed on state highway property.

Legal Compliance: The agreement requires compliance with current Oregon law concerning privacy, data retention, accountability, transportation standards, safety requirements, and applicable public records obligations.

Public Safety Function: The project is intended to strengthen crime prevention and investigative capabilities by assisting law enforcement in identifying stolen vehicles, locating wanted persons, and supporting criminal investigations.

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.

PUBLIC BENEFIT

- Provides law enforcement with technology to assist in identifying stolen vehicles and locating wanted persons.
- Supports criminal investigations and crime prevention efforts.
- Creates a defined framework for placement and operation of ALPR equipment within ODOT right-of-way.
- Requires compliance with applicable privacy, data retention, accountability, transportation, and safety requirements.

CITY COUNCIL OPTIONS

1. Approve Resolution No. 26-1237 and the Intergovernmental Agreement with the State of Oregon (ODOT).
2. Continue the matter and direct staff to prepare revisions or obtain additional information.
3. Deny Resolution No. 26-1237 and decline approval of the Intergovernmental Agreement.

STAFF RECOMMENDATION

Staff recommends that the City Council deny Resolution No. 26-1237.

SUGGESTED MOTION

I move to deny Resolution No. 26-1237 and decline approval of the Intergovernmental Agreement with the State of Oregon (ODOT) for placement of ALPR cameras within ODOT rights-of-way.



NEW BUSINESS

Business license and Council workshop items

- Business License Revocation - Classic Cuts, Dora Standley, 92 NW Glenhart Ave.
- Set Council workshop dates



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

www.WinstonCity.org

August 11, 2026

Dear Business Owner,

This letter serves as notice to Dora Standley that, at their meeting on August 17, 2026, the Winston City Council will consider the revocation of a business license issued to Classic Cuts and located at 92 NW Glenhart Ave in Winston.

Title XI, Chapter 110, Section 110.08 (B)(3) of the Winston Municipal Code mandates that

"The city council may deny, suspend or revoke a business license upon finding that: The applicant's past or present violation of law or ordinance presents a reasonable doubt about his or her ability to perform the licensed activity without endangering property or the public health or safety..."

A copy of this notice has been given to Brandon Sarti, chief of police, Dana Parker, code enforcement officer, and Jim Forrester, city attorney. If you have any questions, please contact City Hall at the number above.

Respectfully,

Thomas McIntosh, City Manager
THOMAS MCINTOSH
Chief of Police
Code Enforcement Officer
City Attorney



ORDINANCE NO. 26-725

Winston-Dillard Water District Franchise Agreement

- Public hearing / second reading
- Franchise ordinance and agreement terms
- Staff report, financial impact, Council options, and suggested motion



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.

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.

SECOND READING BY THE CITY OF WINSTON, OREGON, CITY COUNCIL, ON THIS 17TH DAY OF AUGUST 2026.

CITY OF WINSTON

CITY COUNCIL STAFF REPORT

Meeting Date	August 14, 2026
Agenda Item	Public Hearing / Second 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 second 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 support full adoption.