



City Council Meeting
November 3, 2025, 7:00 pm
City Hall Council Chambers
201 NW Douglas Blvd.
541.679.6739 info.

Agenda

- I. Call to Order—Christie Knutson, Mayor**
 - A. Pledge of Allegiance
 - B. Roll Call
 - C. Adjustments to the Agenda
- II. Public Hearing**
 - A. Business License Revocation Appeal
 - 1. Northern Auto Wholesale Truck Auto and Equipment
 - a. Staff Report – Thomas McIntosh
 - b. Conflict of Interest Disclosures
 - c. Appellant testimony
 - d. Public Statements in Favor
 - e. Public Statements in Opposition
 - f. Council Questions and Comments
- III. Consent Agenda**
 - A. Approval of Council Minutes
 - 1. October 6, 2025 Regular Meeting
- IV. Comments from the Audience—***anyone wishing to discuss items not covered on this agenda is welcome to address the City Council as a whole. Please state your name and address for the record. Each speaker will be given a maximum of 3 minutes. Speakers may not defame, intimidate, or use profanity or personal affronts. The Council reserves the right to delay action until they have full information on the issue.*
- V. Reports: Boards, Commissions, Committees and Schools**
 - A. Douglas High School—Gracie Byers, DHS Student Representative
 - B. Economic Development October 8, 2025—Dave Cunningham, Liaison
 - C. Park Board October 14, 2025—Dorie White, Council Liaison
 - D. Friends of the Winston Library October 15, 2025—Allen Hobson, Liaison
- VI. Department Reports**
 - A. Administration—Thomas McIntosh, City Manager
- VII. Old Business**
- VIII. New Business**
 - A. New Business Licenses
 - 1. Hurricane Pizza, Inc.—Angelique Martinez, Owner
 - 2. Thomas Excavation, Inc.—Jason Thomas
 - B. Set Council Workshop Dates, *if necessitated*

- C. Resolution No. 25-1205 Undertaking the Sewer Siphon Project
 - 1. Read by Title Only—*Deb DeMasters*
 - 2. Staff Report—*Thomas McIntosh*
 - 3. Comments from the Audience (3 minutes each speaker)
 - 4. Council Action
- D. Resolution No. 25-1206 DEQ Loan Agreement for Siphon Project
 - 1. Read by Title Only—*Deb DeMasters*
 - 2. Staff Report—*Thomas McIntosh*
 - 3. Comments from the Audience (3 minutes each speaker)
 - 4. Council Action
- E. Resolution No. 25-1207 Civil West Engineering for Construction Management Siphon Project
 - 1. Read by Title Only—*Deb DeMasters*
 - 2. Staff Report—*Andy Howell*
 - 3. Comments from the Audience (3 minutes each speaker)
 - 4. Council Action
- F. Resolution No. 25-1208 CCD Business Development Corporation Agreement
 - 1. Read by Title Only—*Deb DeMasters*
 - 2. Staff Report—*Thomas McIntosh*
 - 3. Comments from the Audience (3 minutes each speaker)
 - 4. Council Action
- G. Resolution No. 25-1209 Winston Dillard Senior Citizens Agreement
 - 1. Read by Title Only—*Deb DeMasters*
 - 2. Staff Report—*Thomas McIntosh*
 - 3. Comments from the Audience (3 minutes each speaker)
 - 4. Council Action
- H. Resolution No. 25-1210 Fee Schedule Amendment
 - 1. Read by Title Only—*Deb DeMasters*
 - 2. Staff Report—*Thomas McIntosh*
 - 3. Comments from the Audience (3 minutes each speaker)
 - 4. Council Action

IX. Upcoming Agenda Items

X. Non-Agenda Items from Council

XI. Good of the Order

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

XII. Announcements

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

XIV. Adjournment

AMERICANS WITH DISABILITIES NOTICE

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



Staff Report

Admin 25-24

Subject: Northern Wholesale – Business License Appeal

Date: October 29, 2025

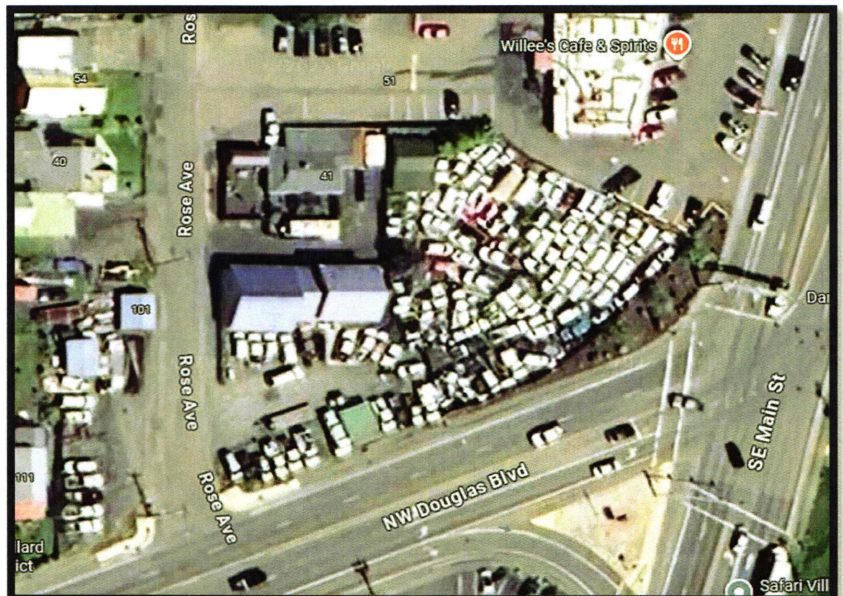
Prepared by: Thomas McIntosh, City Manager

Background: The city demonstrated through prior public meetings the property owner's historical patterns of violation. The conditional use permit was revoked by the city manager in August of this year, which is the main mechanism for the business to operate. The property owner appealed to the Planning Commission, but the revocation was upheld. The business license was revoked by the city council during their second meeting in September. This public hearing constitutes an appeal to that decision.

Analysis: Under the provisional requirements of the Winston Municipal Code, both the land use approval and the business license are needed to operate. The property owner indicated during a site visit on October 28, 2025, to staff that the property would be made compliant by the end of the year. Currently the abatement process has been triggered, and we continue in that fashion until compliance is achieved.

Recommendation: Deny the appeal and uphold your decision to revoke the business license.

Financial Impact: The impacts are not only code compliance but help the city move closer to an aesthetically pleasing environment.





City Council Meeting
October 6, 2025, 7:00 pm
Winston Community Center
440 SE Grape Avenue
541.679.6739 info.

Minutes

Call to Order

The meeting was called to order at 7 o'clock by Mayor Knutson. Councilors Dorie White, Dave Cunningham, Allen Hobson, and Nick Wiggins were all in attendance. Staff members, Thomas McIntosh, Andy Howell, Brandon Sarti, Cindy Sarti, and Chris Sherlock were also present. Add item IV (A) Douglas High School—*Gracie Byers*.

Consent Agenda

Approval of Council Minutes for September 15, 2025
Motion to approve as presented by Cunningham; second by White. Unanimous.

Reports: Boards, Commissions, Committees and Schools

Douglas High School—*Gracie Byers, DHS Student Representative*

The culinary class made cookies for McGovern Elementary School's open house; the football team won in overtime; FFA will host its Barn Dance in December; 6 or 7 students will travel to Indiana for the FFA National Convention.

Department Reports

Police—*Brandon Sarti, Chief*

Speed signs are up; meet the staff on the city website; a grant was written for the dryer in the evidence room (\$5,000); received grant from CIS for cameras in the park (\$5,000); new pickup is waiting to be striped is online; the cost to operate the Flock cameras is \$24,000 annually; the station will be called "The Scott A. Gugel Law Enforcement Center".

New Business

New Business Licenses

Rob's German Auto Inc.—*Krisstal Hall, Owner*

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

Resolution No. 25-1203 Property Surplus 2014 Chevrolet Caprice

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

Resolution No. 25-1204 Technical Assistance Grant for Economic Opportunities Analysis

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



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

CITY OF WINSTON
ECONOMIC DEVELOPMENT

October 8, 2025 12PM
Winston City Hall
541.679.6739

Minutes

I. CALL TO ORDER By Valynn Currie, Chairman .

Board members present were, Steve Johnson, Kem Todd, and Valynn Currie.

Kem moved to approve the minutes, Steve seconded, motion passed.

Guests: David Cunningham

II. Comments from the Audience

None

III. Committee Reports

1. Community Development- David Cunningham, city council reported that Red Barn has submitted application for dispensary at 161 Main Street. The conditional us permit was passed at last city council. The trunk line sewer project is moving forward. The person who bought the Winston Shopping Center has revoked all leases and will be spending 960k to improve. The city has Urban development funds available for grants. David Herds business license has been revoked. Speed bumps were put in around schools. All RV parks will have individual sewer hookups which will raise 170k in revenue for the city. We received a 100% grant for a commercial zone analysis..

2. Events - Chamber Report- Looking for new director. News letter went out to 2723 households. Will receive \$740.00 back from post office for refund on permit. Thank you Steve Johnson for all your work.

IV. OLD BUSINESS- Need more volunteers.

V. NEW BUSINESSES- Import Auto repair going in on Sherry Street..

VII. GOOD OF THE ORDER

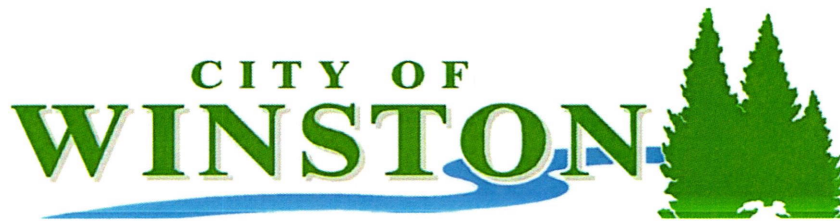
CCD is doing well and has moved. 17% of a communities economy comes from non-profits according to study..

Zoobily will be 3 days the end of October at the Safari.

VIII. ADJOURNMENT

Steve moved to adjourn and Kem seconded, passed.

Next meeting will be November 12, 2025 at noon.



Park Board 2025

Park Board Meeting Minutes
October 14th, 2025, at 4:00 pm
Winston City Hall

1. **Call to Order** The meeting was called to order at 4:00 pm

A. **Roll Call**

Jack Holland, President	Onikka Driscoll
Raeann Rutledge, Secretary	Melissa Tristany
Ernest Bramucci	Clay Caldwell
Deb DeMasters, Public Works	Dorie White, Park Board Liaison

2. **Minutes**

The minutes have been read by all present.
Onikka made a motion to approve the minutes.
Clay seconded the motion. All in favor. Motion passed.

3. **Guests**

Kelly Edwards. Currently resides and works in Portland, but owns property here, and plans to live here eventually. He brought up for discussion a need in Winston for a "Town Square". Jack deferred him to the Chamber of Commerce for further investigation into the matter. There was good discussion on possible locations.

4. **Old Business**

A. **Park Benches.**

Clay placed a motion on the table about what standardized options we would like for the park benches:

- **Green coated expanded metal**
- **Arms**
- **4' and 6' option**
- **Able to place in concrete base**

Onikka seconded the motion, all in favor, motion passed.

We will continue to shop around for the best option. And decide at our next meeting in November

5. New Business

Jack recused himself as Chair and spoke on behalf of WAID to request the \$495 fee for the Community Center be waived for the WAID Community Christmas event Dec 12, 2025.

Clay put forth a motion that the \$495 fee be waived for WAID Community Christmas Dec 12, 2025.

Ernest seconded the motion, all in favor, motion passed. It will now be presented at the next City Council meeting.

6. Public Works

- Stage at RBP is being stained.
- Park fields have been dethatched and aerated.
- Certificate of water rights for Community Park received.

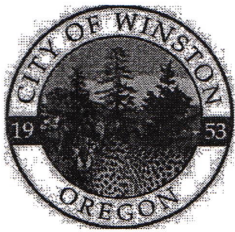
7. Other

A. Next Meeting: City Hall will be closed for Veterans Day 11/11/2025, the board has decided to have our next meeting on 11/18/2025.

Next Meeting: November 18, 2025, 4:00pm. **Location:** Winston City Hall

Meeting Adjourned 4:28pm

Raeann Rutledge



Application for Business License

Business Name: Thomas Excavation INC
Owner/Agent: Jason Thomas Date of Birth: [REDACTED]
Driver's License/ID: [REDACTED] Phone: 458-314-2769
Business Location: 9738 State Hwy 42
Business Mailing Address: _____
City: Tenmile State: OR Zip: 97781
Business Phone: 458-314-2769 Email: J.thomasexcavation@gmail.com

Scope of Business:

Business Type: Excavation

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

Complete the following where applicable, and sign below:

CCB#: 255189 DC Health Dept: _____ Other: _____

Current/Upcoming Projects (Input N/A if none): Double sewer tap on Darrell.

Applicant Signature: [Signature] Date: 10/24/2025

Development Notice:

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

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

Application # 26-25

*** STAFF USE ONLY ***

LICENSE # _____

Business Location _____ Zoning _____

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

Planning Official Kevin Shivers Date 10/27/25

Comments: PW may require Grading / ROW Permit

Police Chief [Signature]

Date 10-27-25

Recommendation: ☒ Grant ☐ Deny

Comments: _____

City Manager _____

Date _____

Billing Clerk _____

Date _____

City Recorder _____

Date _____

Fee \$50 Receipt # 92191 CC _____ Letter/Label ☐ Entered/Mailed ☐

Additional Remarks: _____

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

Application # 26.25

*** STAFF USE ONLY ***

LICENSE # 24-25

Business Location 160 NW Main Street Zoning GC

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

Planning Official THOMAS MCINTOSH Date 10-16-25

Comments:

NO CHANGE IN USE REQUIRED

Police Chief _____

Date _____

Recommendation: ☐ Grant ☐ Deny

Comments:

City Manager THOMAS MCINTOSH

Date _____

Billing Clerk _____

Date _____

City Recorder _____

Date _____

Fee \$50 Receipt # 92081 CC 10/20/25 10/6/25 Letter/Label ☐ Entered/Mailed ☐

Additional Remarks:

Transfer of Ownership of existing
business. 9/25/25 cmg
Sent to PD 9/25 via box. cmg

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

Application # 24-25

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

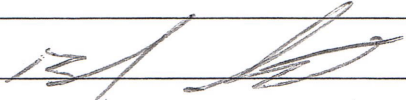
LICENSE # 24-25

Business Location 160 NW main street Zoning _____

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

Planning Official _____ Date _____

Comments: _____

Police Chief 

Date 10-06-25

Recommendation: ☒ Grant ☐ Deny

Comments: _____

City Manager _____

Date _____

Billing Clerk _____

Date _____

City Recorder _____

Date _____

Fee \$50 Receipt # 92081 cc 10/6/25 Letter/Label ☐ Entered/Mailed ☐

Additional Remarks:

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Application # 24-25



RESOLUTION NO. 25-1205

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, GRANTING THE CITY MANAGER THE AUTHORITY TO UNDERTAKE A GRANT LOAN PACKAGE FOR THE FUTURE CONSTRUCTION OF AN INVERTED SEWER SIPHON.

WHEREAS the city of Winston owns and operates a sewer system containing various components vital to its conveyance of wastewater to the treatment plant; and,

WHEREAS the inverted sanitary sewer siphon that convey all the City's wastewater under the South Umpqua River to the treatment plant was installed in 1978; and,

WHEREAS significant damage to existing concrete structures on either side of the river and piping system are present and the overall facility reached the end of its fifty-year life cycle; and,

WHEREAS the city has applied for a Department of Environmental Quality Point Source Loan/Grant package and designated authority to the City Manager to sign necessary documents to move the project forward is required.

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

SECTION 1. The City Manager is hereby granted the authority to undertake and endorse any future documents associated with the Department of Environmental Quality loan/grant documents for completion of the sewer siphon project.

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

ADOPTED BY THE CITY OF WINSTON OREGON CITY COUNCIL ON THIS 3RD DAY OF NOVEMBER 2025.

APPROVED BY THE MAYOR ON THIS 3RD DAY OF NOVEMBER 2025.

Christie Knutson, Mayor

Attest:

Cindy M. Sarti, City Recorder



State of Oregon Department of Environmental Quality

Resolution to Undertake the Project

Clean Water State Revolving Fund

Community name: City of Winston

County name: Douglas County

Resolution number: 25-1205

Authorization to Accept Loan from the Oregon Department of Environmental Quality

WHEREAS, City of Winston has submitted a loan application to the Oregon Department of Environmental Quality to fund the Sanitary Sewer Siphon Project; and,

WHEREAS, the estimated cost of this project to be funded by DEQ is 2,508,200; and,

WHEREAS, DEQ is willing to issue a loan to City of Winston in that amount for the project; and,

NOW, THEREFORE, BE IT RESOLVED, that upon legal review City of Winston is authorized to undertake the loan and that the City Manager is authorized and directed to negotiate the final terms and conditions of the loan documents; to execute and deliver the final loan documents and to do any other acts necessary or appropriate in order to obtain the loan.

ADOPTED by the Governing Board of City of Winston at its regular meeting held on 10/27/25.

Community name: City of Winston

Signing official name: Thomas McIntosh

Signing official position: City Manager

Signing official signature: _____

If applicable, Countersigner

Signing official name: _____

Signing official position: _____

Signing official signature: _____

Non-discrimination statement

DEQ does not discriminate on the basis of race, color, national origin, disability, age, sex, religion, sexual orientation, gender identity, or marital status in the administration of its programs and activities. Visit DEQ's [Civil Rights and Environmental Justice page](#).

Translation or other formats

[Español](#) | [한국어](#) | [繁體中文](#) | [Русский](#) | [Tiếng Việt](#) | [العربية](#)

800-452-4011 | TTY: 711 | deqinfo@deq.oregon.gov



Staff Report

Admin 25-19

Subject: Resolution No. 25-1205

Date: October 28, 2025

Prepared by: Thomas McIntosh, City Manager

Background: Staff have been endeavoring over the course of many years to complete conditions associated with approval for loan documents to replace the sanitary sewer siphon located to the northeast of the city. Recently those conditions were completed, and the loan document is completed and ready for your review (later on the agenda).

Analysis: The Department of Environmental Quality requires a resolution delegating authority to undertake the project and signing all necessary associated documents regarding the project. This resolution will carry out completion of that condition.

Recommendation: Approve Resolution 25-1205.

Financial Impact: There are no financial impacts directly associated with this resolution.



RESOLUTION NO. 25-1206

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT LOAN PACKAGE FROM THE DEPARTMENT OF ENVIRONMENTAL QUALITY TO FUND THE CONSTRUCTION OF AN INVERTED SEWER SIPHON.

WHEREAS the city of Winston owns and operates a sewer system containing various components vital to its conveyance of wastewater to the treatment plant; and,

WHEREAS the inverted sanitary sewer siphon that conveys all the City's wastewater under the South Umpqua River to the treatment plant was installed in 1978; and,

WHEREAS significant damage to existing concrete structures on either side of the river and piping system are present and the overall facility reached the end of its fifty-year life cycle; and,

WHEREAS the city has applied for a Department of Environmental Quality Point Source Loan/Grant package and has completed all conditions associated with the release of the funding.

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

SECTION 1. The City Manager is hereby authorized to sign the Department of Environmental Quality loan/grant package to fund the sanitary sewer siphon project.

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

ADOPTED BY THE CITY OF WINSTON OREGON CITY COUNCIL ON THIS 3RD DAY OF NOVEMBER 2025.

APPROVED BY THE MAYOR ON THIS 3RD DAY OF NOVEMBER 2025.

Christie Knutson, Mayor

Attest:

Cindy M. Sarti, City Recorder

**CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT
No. RC0028**

BETWEEN

**THE STATE OF OREGON
ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY**

AND

CITY OF WINSTON

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THIS LOAN AGREEMENT (“Agreement”) is made and entered into as of the date (“**Effective Date**”) it is fully executed by both parties (and in the case of the State, approved by the Attorney General's Office, if required) and is by and between the **State of Oregon, acting by and through its Department of Environmental Quality (“DEQ”)**, and the **Borrower** (as defined below). Unless the context requires otherwise, capitalized terms not defined below shall have the meanings assigned to them by ARTICLE 9 of this Loan Agreement. The reference number for the Loan made pursuant to this Loan Agreement is Loan No. RC0028.

DEQ agrees to make, and Borrower agrees to accept, the Loan on the terms and subject to the conditions set forth below.

ARTICLE 1: THE LOAN - SPECIFIC TERMS

DEQ agrees to make the Loan on the following terms and conditions:

(A) BORROWER: City of Winston

(B) BORROWER'S ADDRESS: 201 NW Douglas Blvd
Winston, OR 97496

(C) LOAN AMOUNT: \$2,508,200

(D) TYPE AND PURPOSE OF LOAN. The Loan is made by DEQ pursuant to OAR Section 340-054-0065(1)(b) for the purpose of financing the Project and is secured by the Borrower's pledge of its full faith and credit and taxing power.

(E) PROJECT TITLE: City of Winston Sewer Siphon Project

(F) DESCRIPTION OF THE PROJECT: The Project will replace the aging and undersized inverted sanitary sewer system that crosses the South Umpqua River and convey sanitary sewer from the City of Winston to the Winston-Green Wastewater Treatment Facility. The original siphon (built in 1977) is nearing the end of its useful life. The Project includes construction of a new inverted siphon under the South Umpqua River as well as installation of a surge/flow equalization basin to better regulate surges in flow. The siphon design will incorporate a sharp and sudden drop in the pipeline before the pipeline transitions to a horizontal run under the obstruction where it will have a similar sharp rise on the other side of the river. The siphon portion of the pipeline will be completely filled to allow the sewage to flow under pressure through the siphon before it resumes gravity flow within the existing traditional sewage pipeline network.

(G) INTEREST RATE: Two and 06/100 (2.07%) per annum. Calculation of interest is also discussed in ARTICLE 2(E) and in ARTICLE 2(F)(4) of this Agreement.

(H) REPAYMENT PERIOD: Ending no later than (a) thirty (30) years after the Completion Date or (b) thirty (30) years after the estimated Completion Date set forth in ARTICLE 3(A)(10), whichever date is earlier.

(I) TERMS OF REPAYMENT: An interest-only payment within six months after the estimated Project Completion Date set forth in ARTICLE 3(A)(10) and thereafter semi-annual payments of principal and interest in accordance with APPENDIX A and ARTICLE 2(F) of this Agreement.

(J) PLEDGE: The Borrower hereby pledges its full faith and credit and taxing power within the limitations of Article XI, Sections 11 and 11b, of the Oregon Constitution to pay the amounts due under the Loan Agreement, which are payable from and secured by all legally available funds of the Borrower.

(K) ANNUAL FEE: An annual fee of 0.5% of the Outstanding Loan Amount (as determined prior to the posting of the payment due on that date) is due during the Repayment Period commencing with the second payment date hereunder and annually thereafter.

(L) LOAN FORGIVENESS: If the Borrower completes the Project, and provided there is no default of any of the terms hereof, DEQ shall forgive fifty percent (50%) of the Loan or \$1,254,100, whichever is less (the portion of the Loan that is forgiven being referred to as the “Forgivable Loan”), on the date the first repayment is due hereunder. The amount of the Loan forgiveness will be determined when the Final Loan Amount is calculated.

ARTICLE 2: GENERAL LOAN PROVISIONS

(A) AGREEMENT OF DEQ TO LOAN. DEQ agrees to loan the Borrower an amount not to exceed the Loan Amount, subject to the terms and conditions of this Loan Agreement, but solely from funds available to DEQ in the Water Pollution Control Revolving Fund for its Clean Water State Revolving Fund program. This Loan Agreement is given as evidence of a Loan to the Borrower made by DEQ pursuant to ORS Chapters 190, 286A, 287A, and 468, and OAR Chapter 340, all as amended from time to time, consistent with the express provisions hereof.

(B) AVAILABILITY OF FUNDS. DEQ’s obligation to make the Loan described in this Agreement is subject to the availability of funds in the Water Pollution Control Revolving Fund for its CWSRF program, and DEQ shall have no liability to the Borrower or any other party if such funds are not available or are not available in amounts sufficient to fund the entire Loan described herein, as determined by DEQ in the reasonable exercise of its administrative discretion. Funds may not be available ahead of the estimated schedule of disbursements submitted by the Borrower, which is attached as APPENDIX B. This schedule may be revised from time to time by the parties without the necessity of an amendment by replacing the then current APPENDIX B with an updated APPENDIX B which is dated and signed by both parties. Furthermore, DEQ’s obligation to make any disbursement hereunder shall terminate on December 31, 2028.

(C) DISBURSEMENT OF LOAN PROCEEDS.

(1) Project Account(s). Loan proceeds (as and when disbursed by DEQ to the Borrower) shall be deposited in a Project account(s). The Borrower shall maintain Project account(s) as segregated account(s). Funds in the Project account(s) shall only be

used to pay for Project costs, and all earnings on the Project account(s) shall be credited to the account(s).

(2) Documentation of Expenditures. The Borrower shall provide DEQ with written evidence of materials and labor furnished to and performed upon the Project, including, without limitation, invoices, verified contractor's pay requests, receipts, and other evidence that DEQ may require in its sole discretion (collectively, "Cost Documentation"). DEQ will disburse funds to pay Project costs only after the Borrower has provided Cost Documentation satisfactory to DEQ that such Project costs have been incurred (whether or not already paid by Borrower) and qualify for reimbursement under this Agreement and CWSRF Program Rules.

(3) Adjustments and Corrections. DEQ may at any time review and audit requests for disbursement and make adjustments for, among other things, ineligible expenditures, mathematical errors, items not built or bought, unacceptable work and other discrepancies. Nothing in this Agreement requires DEQ to pay any amount for labor or materials unless DEQ is satisfied that the claim therefor is reasonable and that the Borrower actually expended and used such labor or materials in the Project. In addition, DEQ shall not be required to make any disbursement which would cause the total of all disbursements made hereunder (including the requested disbursement) to be greater than the total estimated cost of the work completed at the time of the disbursement, as determined by DEQ.

(4) Contract Retainage Disbursement. DEQ will not disburse Loan proceeds to cover contractor retainage unless the Borrower is disbursing retainage to an escrow account and provides proof of the deposit, or until the Borrower provides proof that it paid retained funds to the contractor.

(D) AGREEMENT OF BORROWER TO REPAY. The Borrower agrees to repay all amounts owed on this Loan as described in ARTICLE 1(I) and ARTICLE 2(F) in U.S. Dollars in immediately available funds at the place listed for DEQ in ARTICLE 10(A). In any case, the Borrower agrees to repay all amounts owed on this Loan within the Repayment Period.

(E) INTEREST. Interest will accrue at the rate specified in ARTICLE 1(G) from the date that a disbursement hereunder is mailed or delivered to the Borrower or deposited into an account of the Borrower. Interest will accrue using a 365/366 day year and actual days elapsed.

(F) LOAN REPAYMENT.

(1) Preliminary Repayment Schedule; Interim Payments. The attached APPENDIX A is a preliminary repayment schedule based on the estimated date of the first disbursement hereunder and Loan Amount. Until the final repayment schedule is effective, the Borrower shall make the payments set forth in the preliminary repayment schedule.

(2) Final Repayment Schedule. After the Borrower has submitted its final request for Loan proceeds and DEQ has made all required disbursements hereunder, DEQ will determine the Final Loan Amount and prepare a final payment schedule that provides for level semi-annual installment payments of principal and interest (commencing on the next semi-annual payment date), each in an amount sufficient to pay accrued interest to the

date of payment and to pay so much of the principal balance as to fully amortize the then Outstanding Loan Amount over the remaining Repayment Period.

(3) Crediting of Scheduled Payments. A scheduled payment received before the scheduled repayment date will be applied to interest and principal on the scheduled repayment date, rather than on the day such payment is received. Scheduled payments will be applied first to fees due, if any, and then to interest, according to the applicable repayment schedule, and then to principal.

(4) Crediting of Unscheduled Payments. All unscheduled payments, including any prepayments and partial payments, will be applied first to fees due, if any, and then to accrued unpaid interest (which will be computed as otherwise provided in this Agreement, except that interest from the last payment date will be calculated using a 365/366 day year and actual days elapsed), and then to principal. In the case of a Loan prepayment that does not prepay all of the principal of the Loan, DEQ will determine, in its sole discretion, how it will apply such Loan prepayment to the Outstanding Loan Amount. After a partial payment, DEQ may, in its sole and absolute discretion, reamortize the Outstanding Loan Amount at the same interest rate for the same number of payments to decrease the Loan payment amount; provided, however, that nothing in this Agreement requires DEQ to accept any partial payment, except as otherwise expressly provided herein, or to reamortize the Outstanding Loan Amount if it accepts a partial payment.

(5) Final Payment. The Outstanding Loan Amount, all accrued and unpaid interest, and all unpaid fees and charges due hereunder are due and payable no later than (a) thirty (30) years after the Completion Date or (b) thirty (30) years after the estimated Completion Date set forth in ARTICLE 3(A)(10), whichever date is earlier.

(G) PREPAYMENT.

(1) Optional Prepayment. The Borrower may prepay any amount owed on this Loan without penalty on any business day upon 30 days prior written notice. Any prepayment made hereunder will be applied in accordance with ARTICLE 2(F)(4).

(2) Refinancing of Loan by the Borrower. If the Borrower refinances the portion of the Project financed by this Loan or obtains an additional grant or loan that is intended to finance the portion of the Project financed by this Loan, it will prepay the portion of the Loan being refinanced by the additional grant or loan. Any mandatory prepayment under this ARTICLE 2(G)(2) will be applied in accordance with ARTICLE 2(F)(4).

(3) Ineligible Uses of the Project. If the Borrower uses the Project for uses that are other than those described in ARTICLE 1(F) ("ineligible uses"), the Borrower shall, upon demand by DEQ, prepay an amount equal to the Outstanding Loan Amount multiplied by the percentage (as determined by DEQ) of ineligible use of the Project. Such prepayment shall be applied against the most remotely maturing principal installments and shall not postpone the due date of any payment(s) hereunder.

(H) LATE PAYMENT FEE. The Borrower agrees to pay immediately upon DEQ's demand a late fee equal to five percent (5%) of any payment (including any loan fee) that is not received by DEQ on or before the tenth (10th) calendar day after such payment is due hereunder.

(I) TERMINATION OF LOAN AGREEMENT. Upon performance by the Borrower of all of its obligations under this Loan Agreement, including payment in full of the Final Loan Amount, all accrued interest and all fees, charges and other amounts due hereunder, this Loan Agreement will terminate, and DEQ will release its interest in any collateral given as security under this Loan Agreement.

ARTICLE 3: GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

(A) REPRESENTATIONS AND WARRANTIES OF THE BORROWER. The Borrower represents and warrants to DEQ that:

(1) It is a duly formed and existing public agency (as defined in ORS 468.423(4)) and has full power and authority to enter into this Loan Agreement.

(2) This Agreement has been duly authorized and executed and delivered by an authorized officer of the Borrower and constitutes the legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(3) All acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Agreement have existed, have happened, and have been performed in due time, form and manner as required by law.

(4) Neither the execution of this Loan Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with any of the terms and conditions of this Loan Agreement will violate any provision of law, or any order of any court or other agency of government, or any agreement or other instrument to which the Borrower is now a party or by which the Borrower or any of its properties or assets is bound. Nor will this Loan Agreement be in conflict with, result in a breach of, or constitute a default under, any such agreement or other instrument, or, except as provided hereunder, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Borrower.

(5) This Loan Agreement does not create any unconstitutional indebtedness. The Loan Amount together with all of the Borrower's other obligations does not, and will not, exceed any limits prescribed by the Constitution, any of the statutes of the State of Oregon, the Borrower's charter, or any other authority.

(6) The Project is a project which the Borrower may undertake pursuant to Oregon law and for which the Borrower is authorized by law to borrow money.

(7) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the Facility and the Project, other than licenses and permits relating to the Facility or the Project which

the Borrower expects to and shall receive in the ordinary course of business, to carry on its activities relating thereto, to execute and deliver this Agreement, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this Agreement.

(8) The information contained herein which was provided by the Borrower is true and accurate in all respects, and there is no material adverse information relating to the Project or the Loan, known to the Borrower, that has not been disclosed in writing to DEQ.

(9) No litigation exists or has been threatened that would cast doubt on the enforceability of the Borrower's obligations under this Loan Agreement.

(10) The estimated Completion Date of the Project is November 30, 2026. The Borrower agrees to complete the Project by the estimated Completion Date.

(11) The estimated total Costs of the Project are \$2,508,200.

(12) The Borrower is in compliance with all laws, ordinances, and governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Borrower to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Borrower or the Project.

(B) CONTINUING REPRESENTATIONS OF THE BORROWER. The representations of the Borrower contained herein shall be true on the closing date for the Loan and at all times during the term of this Agreement.

(C) REPRESENTATIONS AND WARRANTIES OF DEQ. DEQ represents and warrants that the Director has power under ORS Chapter 468 and OAR Chapter 340, Division 54, to enter into the transactions contemplated by this Loan Agreement and to carry out DEQ's obligations thereunder and that the Director is authorized to execute and deliver this Loan Agreement and to make the Loan as contemplated hereby.

ARTICLE 4: CONDITIONS TO LOAN

(A) CONDITIONS TO CLOSING. DEQ's obligations hereunder are subject to the condition that on or prior to December 31, 2025, the Borrower will duly execute and deliver to DEQ the following items, each in form and substance satisfactory to DEQ and its counsel:

(1) this Agreement duly executed and delivered by an authorized officer of the Borrower;

(2) a copy of the ordinance, order or resolution of the governing body of the Borrower authorizing the execution and delivery of this Agreement, certified by an authorized officer of the Borrower;

(3) Certification Regarding Lobbying, substantially in the form of APPENDIX G, duly executed and delivered by an authorized officer of the Borrower;

(4) an opinion of the legal counsel to the Borrower to the effect that:

(a) The Borrower has the power and authority to execute and deliver and perform its obligations under this Loan Agreement;

(b) This Loan Agreement has been duly executed and acknowledged where necessary by the Borrower's authorized representative(s), all required approvals have been obtained, and all other necessary actions have been taken, so that this Loan Agreement is valid, binding, and enforceable against the Borrower in accordance with its terms, except as such enforcement is affected by bankruptcy, insolvency, moratorium, or other laws affecting creditors rights generally;

(c) To such counsel's knowledge, this Loan Agreement does not violate any other agreement, statute, court order, or law to which the Borrower is a party or by which it or any of its property or assets is bound; and

(d) RESERVED; and

(5) such other documents, certificates, opinions and information as DEQ or its counsel may reasonably require.

(B) CONDITIONS TO DISBURSEMENTS. Notwithstanding anything in this Agreement to the contrary, DEQ shall have no obligation to make any disbursement to the Borrower under this Agreement unless:

(1) No Event of Default and no event, omission or failure of a condition which would constitute an Event of Default after notice or lapse of time or both has occurred and is continuing;

(2) All of the Borrower's representations and warranties in this Agreement are true and correct on the date of disbursement with the same effect as if made on such date; and

(3) The Borrower submits a disbursement request to DEQ that complies with the requirements of ARTICLE 2(C);

provided, however, DEQ shall be under no obligation to make any disbursement if:

(a) DEQ determines, in the reasonable exercise of its administrative discretion, there is insufficient money available in the CWSRF for the Project; or

(b) there has been a change in any applicable state or federal law, statute, rule or regulation so that the Project is no longer eligible for the Loan.

ARTICLE 5: COVENANTS OF BORROWER

(A) GENERAL COVENANTS OF THE BORROWER. Until the Loan is paid in full, the Borrower covenants with DEQ that:

(1) The Borrower shall use the Loan funds only for payment or reimbursement of the Costs of the Project in accordance with this Loan Agreement. The Borrower acknowledges and agrees that the Costs of the Project do NOT include any Lobbying costs or expenses incurred by Borrower or any person on behalf of Borrower and that Borrower will not request payment or reimbursement for Lobbying costs and expenses.

(2) If the Loan proceeds are insufficient to pay for the Costs of the Project in full, the Borrower shall pay from its own funds and without any right of reimbursement from DEQ all such Costs of the Project in excess of the Loan proceeds.

(3) The Borrower is and will be the owner of the Facility and the Project and shall defend them against the claims and demands of all other persons at any time claiming the same or any interest therein.

(4) The Borrower shall not sell, lease, transfer, or encumber or enter into any management agreement or special use agreement with respect to the Facility or any financial or fixed asset of the utility system that produces the Net Revenues without DEQ's prior written approval, which approval may be withheld for any reason. Upon sale, transfer or encumbrance of the Facility or the Project, in whole or in part, to a private person or entity, this Loan shall be immediately due and payable in full.

(5) Concurrent with the execution and delivery of this Loan Agreement, or as soon thereafter as practicable, the Borrower shall take all steps necessary to cause the Project to be completed in a timely manner in accordance with all applicable DEQ requirements.

(6) The Borrower shall take no action that would adversely affect the eligibility of the Project as a CWSRF project or cause a violation of any Loan covenant in this Agreement.

(7) The Borrower shall undertake the Project, request disbursements under this Loan Agreement, and use the Loan proceeds in full compliance with all applicable laws and regulations of the State of Oregon, including but not limited to ORS Chapter 468 and Oregon Administrative Rules Sections 340-054-0005 to 340-054-0065, as they may be amended from time to time, and all applicable federal authorities and laws and regulations of the United States, including but not limited to Title VI of the Clean Water Act as amended by the Water Quality Act of 1987, Public Law 100-4, the federal cross-cutters listed at APPENDIX D, the equal employment opportunity provisions in APPENDIX F, and the regulations of the U.S. Environmental Protection Agency, all as they may be amended from time to time.

(8) The Borrower shall keep the Facility in good repair and working order at all times and operate the Facility in an efficient and economical manner. The Borrower shall provide the necessary resources for adequate operation, maintenance and replacement of the Project and retain sufficient personnel to operate the Facility.

(9) Interest paid on this Loan Agreement is *not* excludable from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code"). However, DEQ may have funded this Loan with the proceeds of State bonds that bear interest that is excludable from gross income under Section 103(a) of the Code. Section 141 of the Code requires that the State not allow the proceeds of the State bonds to be used by private entities (including the federal government) in such a way that the State bonds would become "private activity bonds" as

defined in Section 141 of the Code. To protect the State bonds the Borrower agrees that it shall not use the Loan proceeds or lease, transfer or otherwise permit the use of the Project by any private person or entity in any way that that would cause this Loan Agreement or the State bonds to be treated as "private activity bonds" under Section 141 of the Code and the regulations promulgated under that Section of the Code.

(B) RESERVED

(C) LOAN RESERVE REQUIREMENT; LOAN RESERVE ACCOUNT.

(1) Loan Reserve Requirement. The Loan reserve requirement equals one-half of the average annual debt service based on the final Payment Schedule. Until the Final Loan Amount is calculated, the Loan reserve requirement is \$28,484. The Borrower shall deposit the Loan reserve requirement amount into the Loan Reserve Account no later than the date the first payment is due hereunder.

(2) Loan Reserve Account. The Borrower shall create a segregated Loan Reserve Account that shall be held in trust for the benefit of DEQ. The Borrower hereby grants DEQ a security interest in and irrevocably pledges amounts in the Loan Reserve Account to pay the amounts due under this Loan Agreement. The funds in Loan Reserve Account so pledged and hereafter received by the Borrower shall immediately be subject to the lien of such pledge without physical delivery or further act, and the lien of the pledge shall be superior to all other claims and liens whatsoever, to the fullest extent permitted by ORS 287A.310. The Borrower represents and warrants that the pledge of the Loan Reserve Account hereby made by the Borrower complies with, and shall be valid and binding from the date of this Agreement pursuant to, ORS 287A.310. The Borrower shall use the funds in the Loan Reserve Account solely to pay amounts due hereunder until the principal, interest, fees, and any other amounts due hereunder have been fully paid.

(3) Additional Deposits. If the balance in the Loan Reserve Account falls below the Loan reserve requirement, the Borrower shall promptly deposit from the first Net Revenues available after payment of the amounts due hereunder (unless the Borrower has previously made such deposit from other money of the Borrower) an amount sufficient to restore the balance up to the Loan reserve requirement.

(D) INSURANCE. At its own expense, the Borrower shall, during the term of this Agreement, procure and maintain insurance coverage (including, but not limited to, hazard, flood and general liability insurance) adequate to protect DEQ's interest and in such amounts and against such risks as are usually insurable in connection with similar projects and as is usually carried by entities operating similar facilities. The insurance shall be with an entity which is acceptable to DEQ. The Borrower shall provide evidence of such insurance to DEQ. Self-insurance maintained pursuant to a recognized municipal program of self-insurance will satisfy this requirement.

(E) INDEMNIFICATION. *The Borrower shall, to the extent permitted by law and the Oregon Constitution, indemnify, save and hold the State, its officers, agents and employees harmless from and (subject to ORS Chapter 180) defend each of them against any and all claims, suits, actions, losses, damages, liabilities, cost and expenses of any nature whatsoever resulting from, arising out of or relating to the acts or omissions of the Borrower or its officers, employees, subcontractors or agents in regard to this Agreement or the Project.*

(F) THE BORROWER'S FINANCIAL RECORDS; FINANCIAL REPORTING REQUIREMENTS.

(1) Financial Records. The Borrower shall keep proper and complete books of record and account and maintain all fiscal records related to this Agreement, the Project, and the Facility in accordance with generally accepted accounting principles, generally accepted government accounting standards, the requirements of the Governmental Accounting Standards Board, and state minimum standards for audits of municipal corporations. The Borrower must maintain separate Project accounts in accordance with generally accepted government accounting standards promulgated by the Governmental Accounting Standards Board. The Borrower will permit DEQ and the Oregon Secretary of State and their representatives to inspect its properties, and all work done, labor performed and materials furnished in and about the Project, and DEQ, the Oregon Secretary of State and the federal government and their duly authorized representatives shall have access to the Borrower's fiscal records and other books, documents, papers, plans and writings that are pertinent to this Agreement to perform examinations and audits and make excerpts and transcripts and take copies.

(2) Record Retention Period. The Borrower shall retain and keep accessible files and records relating to the Project for at least six (6) years (or such longer period as may be required by applicable law) after Project completion as determined by DEQ and financial files and records until all amounts due under this Loan Agreement are fully repaid, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

(3) Accounting for Costs of the Project. Borrower shall provide to DEQ, as soon as possible, but in no event later than six (6) months following the Project Completion Date, a full and complete accounting of the Costs of the Project, including but not limited to documentation to support each cost element and a summary of the Costs of the Project and the sources of funding.

(4) Single Audit Requirements. The CWSRF Program receives capitalization grants through the Catalog of Federal Domestic Assistance ("CFDA") No. 66.458: Capitalization Grants for State Revolving Funds and is subject to the regulations of the U.S. Environmental Protection Agency ("EPA"). Borrower is a sub-recipient.

(a) Subrecipients expending federal funds in excess of \$1,000,000 in the subrecipient's fiscal year are subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. The Borrower, if subject to this requirement, shall at its own expense submit to DEQ a copy of, or electronic link to, its annual audit subject to this requirement covering the funds expended under this Agreement and shall submit or cause to be submitted to DEQ the annual audit

of any subrecipient(s), contractor(s), or subcontractor(s) of the Borrower responsible for the financial management of funds received under this Agreement.

(b) Audit costs for audits not required in accordance with 2 CFR part 200, subpart F are unallowable. If the Borrower did not expend \$1,000,000 or more in Federal funds in its fiscal year, but contracted with a certified public accountant to perform an audit, costs for performance of that audit shall not be charged to the funds received under this Agreement.

(c) The Borrower shall save, protect and hold harmless DEQ from the cost of any audits or special investigations performed by the Federal awarding agency or any federal agency with respect to the funds expended under this Agreement. The Borrower acknowledges and agrees that any audit costs incurred by the Borrower as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between the Borrower and the State of Oregon.

(G) DBE GOOD FAITH EFFORT. The Borrower and its prime contractor(s) must comply with the Six Good Faith Efforts provided in 40 C.F.R. § 33.301 (set forth in APPENDIX C) and the recordkeeping requirements provided in 40 C.F.R. § 33.501. Borrower must submit documentation of Borrower and prime contractor(s)'s compliance with 40 C.F.R. §§ 33.301 and 33.501 to DEQ upon request.

Pursuant to 40 CFR part 33, Appendix A, the Borrower agrees to include, in its contract(s) with its prime contractor(s), the following language, which must not be altered in any way:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

The Borrower also agrees to include in its contract(s) with its prime contractor(s), and shall cause each contract awarded by its prime contractor(s) to include, all applicable requirements of 40 CFR § 33.302 (the exact language may vary), including:

- (1) A prime contractor must pay its subcontractor(s) no more than 30 days from the prime contractor's receipt of payment from the Borrower.
- (2) The contractor must employ the Six Good Faith Efforts as described in 40 C.F.R. § 33.301 for soliciting and replacing subcontractors; and provide documentation of these efforts to the Borrower.

(H) CONTRACT LANGUAGE. The Borrower shall include in all contracts (unless exempt) with its prime contractor(s) the language set forth in APPENDIX F. Further, the Borrower agrees to fully comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 regarding debarment and suspension and agrees to include or cause to be included in any contract at any tier the requirement that a contractor comply with Subpart C of 2 C.F.R. 180 and Subpart C of 2 C.F.R. 1532 if the contract is expected to equal or exceed \$25,000.

(I) PROJECT ASSURANCES. Nothing in this Loan Agreement prohibits the Borrower from requiring more assurances, guarantees, indemnity or other contractual requirements from any party performing Project work.

ARTICLE 6: REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS RELATING TO CONSTRUCTION PROJECTS ONLY

(A) THE BORROWER'S REPRESENTATION AND WARRANTY REGARDING COSTS ALREADY INCURRED.

(1) The Borrower represents and warrants to DEQ that, as of the date of this Loan Agreement, the Costs of the Project actually incurred by the Borrower do not exceed -zero dollars (\$0.00)-.

(2) The Borrower acknowledges that DEQ is relying upon the Borrower's representation regarding the amount of Costs of the Project incurred by the Borrower for construction prior to the date of this Loan Agreement as set forth in ARTICLE 6(A)(1) above to determine what portion of the Loan qualifies as a "refinancing" under the EPA's Clean Water State Revolving Fund regulations, 40 C.F.R. Part 35, that may be disbursed on a reimbursement basis.

(B) CONDITION TO DISBURSEMENTS. DEQ's obligation to make disbursements hereunder is further conditioned on the following:

(1) The Borrower's plans, specifications and related documents for the Project shall be reviewed and approved by DEQ, as required by OAR Chapter 340, Division 054.

(2) The Borrower has submitted documentation satisfactory to DEQ that the disbursement is for work that complies with plans, specifications, change orders and addenda approved by DEQ, in accordance with OAR Chapter 340, Division 054.

(3) The Borrower has submitted a copy of the awarded contract and bid documents (including a tabulation of all bids received) to DEQ for the portion of the Project costs that will be funded with the disbursement.

(C) GENERAL PROVISIONS. The Borrower covenants with DEQ that:

(1) Construction Manual. Unless stated otherwise in this Agreement, the Borrower shall comply with the requirements set forth in the Manual as in effect from time to time. DEQ will provide the Borrower with a copy of the Manual upon request.

(2) Plans and Specifications. The Borrower shall obtain DEQ's review and approval of the Borrower's plans, specifications, and related documents for the Project, as required by OAR Chapter 340, Division 054, prior to any disbursement of Loan proceeds hereunder.

(3) Change Orders. The Borrower shall submit all change orders to DEQ. The Borrower must submit prior to its execution any change order that exceeds \$100,000 or will alter Project performance. The Borrower shall not use any Loan proceeds to pay for costs of any change order that DEQ has not approved in writing. This ARTICLE 6(C)(3) shall not prevent the Borrower from using funds other than Loan proceeds to pay for a change order before DEQ approves it, but the Borrower bears the risk that DEQ will not approve the change order.

(4) Inspections; Reports. The Borrower shall provide inspection reports during the construction of the Project as required by DEQ to ensure that the Project complies with approved plans and specifications. Qualified inspectors shall conduct these inspections under the direction of a registered civil, mechanical or electrical engineer, whichever is appropriate. DEQ or its representative(s) may enter property owned or controlled by the Borrower to conduct interim inspections and require progress reports sufficient to determine compliance with approved plans and specifications and with the Loan Agreement, as appropriate.

(5) Asbestos and Other Hazardous Materials. The Borrower shall ensure that only persons trained and qualified for removal of asbestos or other Hazardous Materials will remove any asbestos or Hazardous Materials, respectively, which may be part of this Project.

(6) Operation and Maintenance Manual. The Borrower shall submit to DEQ a draft Facility operation and maintenance manual before the Project is fifty percent (50%) complete. The Borrower shall submit to DEQ a final Facility operation and maintenance manual that meets DEQ's approval before the Project is ninety percent (90%) complete.

(7) Project Performance Certification. The Borrower shall submit to DEQ draft performance standards before the Project is fifty percent (50%) complete. The Borrower shall submit to DEQ final performance standards that meet DEQ's approval before the Project is ninety percent (90%) complete. The Borrower shall submit to DEQ the following done in accordance with the Manual: (i) no later than 10.5 months after the first day of Operation (as that term is defined in OAR 340-054-0010(26)) ("Initiation of Operation"), a performance evaluation report based on the approved performance standards; (ii) within one year after the Project's Initiation of Operation, Project performance certification statement; and (iii) within two (2) months of submission of such Project performance certification statement, a corrective action plan for any Project deficiencies noted in said statement.

(8) Alterations After Completion. The Borrower shall not materially alter the design or structural character of the Project after completing the Project without DEQ's written approval.

(9) Project Initiation of Operations.

(a) The Borrower shall notify DEQ of the Initiation of Operation no more than thirty (30) days after the actual Project Completion Date.

(b) If the Project is completed, or is completed except for minor items, and the Project is operable, but DEQ has not received a notice of Initiation of Operation from the Borrower, DEQ may assign an Initiation of Operation date.

(D) PROVISION APPLICABLE TO CONTRACTS AND SUBCONTRACTS AWARDED FOR THE PROJECT

(1) Prevailing Wage Requirements

(a) Borrower shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, state “PWR”). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries (“BOLI”) under ORS 279C.815.

(b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*). The Borrower agrees that it will insert into any contract in excess of \$2,000 for construction, and will cause its subcontractors to insert in any sub-contract in excess of \$2,000 for construction, the Davis-Bacon language set forth in Part 1 of APPENDIX E and Part 2 of APPENDIX E as applicable.

(c) Notwithstanding (a) and (b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay a rate of wage that meets or exceeds the greater of the rate provided in (a) or (b) above.

(d) When PWR applies, Borrower and its contractors and subcontractors shall not contract with any contractor on BOLI’s current List of Contractors Ineligible to Receive Public Works Contracts.

(e) When PWR applies, Borrower shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI’s rules, including OAR 839-025-0200 to OAR 839-025-0230. For

avoidance of any doubt, Borrower contractually agrees to pay applicable prevailing wage fees for the Project rather than DEQ, the public agency providing Financing Proceeds under this Loan Agreement.

(f) Pursuant to ORS 279C.817, Borrower and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

(2) Retainage. The Borrower shall require a five percent (5%) retainage in all of its contracts related to the Project for an amount greater than One Hundred Thousand Dollars (\$100,000).

(E) **AMERICAN IRON AND STEEL**
The Borrower shall:

(1) Comply with all federal requirements applicable to the Loan (including those imposed by the Consolidated Appropriations Act, 2014, P.L. 113-76 (“CAA”), and related CWSRF Policy Guidelines) which the Borrower understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States (“American Iron and Steel Requirement”) unless (i) the Borrower has requested and obtained a waiver from the EPA pertaining to the Project or (ii) DEQ has otherwise advised the Borrower in writing that the American Iron and Steel Requirement is not applicable to the Project.

(2) Comply with all record keeping and reporting requirements under the Clean Water Act, 33 U.S.C. 1251 *et seq.* (1972) (“Clean Water Act”), including any reports required by a Federal agency or DEQ such as performance indicators of program deliverables, information on costs and Project progress. The Borrower understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity thereof and/or other remedial actions.

(3) Include in all contracts for the Project the language set forth in APPENDIX H. All contracts and subcontracts of Borrower for the Project must have a provision requiring compliance with the American Iron and Steel Requirement. APPENDIX H is an example provided by the EPA of what could be included in all contracts in projects that use CWSRF funds. Neither the EPA nor DEQ makes any claims regarding the legality of this clause with respect to state or local law.

(4) Requirement. All of the iron and steel products used in the Project must be produced in the United States if the Project is for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the federal Water Pollution Control Act, 33 U.S.C. §1381 *et seq.*

(5) Definition. "Iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(6) Applicability. As to loan agreements fully executed on or after October 1, 2014, the requirement set forth in ARTICLE 6(E)(1) above does not apply if the engineering plans and specifications for the Project were approved by DEQ prior to June 10, 2014.

(7) Waiver. The requirement set forth in ARTICLE 6(E)(1) above does not apply if: (a) application would be inconsistent with the public interest; (2) iron and steel products that are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent. Borrower may apply for a waiver of the requirement set forth in ARTICLE 6(E)(1) above by sending a waiver request directly to EPA with a copy to DEQ or by sending its waiver request to DEQ who will then forward it on to EPA.

ARTICLE 7: DISCLAIMERS BY DEQ; LIMITATION OF DEQ'S LIABILITY

(A) DISCLAIMER OF ANY WARRANTY. DEQ EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE PROJECT, THE QUALITY OF MATERIALS SUPPLIED TO AND THAT BECOME A PART OF THE PROJECT, THE QUALITY OF THE WORKMANSHIP PERFORMED UPON THE PROJECT, OR THE EXTENT AND STAGE OF COMPLETION OF THE PROJECT. No such warranty or guarantee shall be implied by virtue of any inspection or disbursement made by DEQ. Any inspection done by DEQ shall be for its sole benefit.

(B) DISCLAIMER OF LIABILITY OF DEQ. DEQ EXPRESSLY DISCLAIMS LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER FOR PAYMENT OF LABOR OR MATERIALS OR OTHERWISE IN CONNECTION WITH THE COMPLETION OF THE PROJECT OR CONTRACTS ENTERED INTO BY THE BORROWER WITH THIRD PARTIES FOR THE COMPLETION OF THE PROJECT. All Project costs of labor, materials and construction, including any indirect costs, shall be the responsibility of and shall be paid by the Borrower.

(C) NONLIABILITY OF STATE.

(1) The State and its officers, agents and employees shall not be liable to the Borrower or to any other party for any death, injury, damage, or loss that may result to any person or property by or from any cause whatsoever, arising out of any defects in the plans, design drawings and specifications for the Project, any agreements or documents between the Borrower and third parties related to the Project or any activities related to the Project. DEQ shall not be responsible for verifying cost-effectiveness of the Project, doing cost comparisons or reviewing or monitoring compliance by the Borrower or any other party with state procurement laws and regulations.

(2) The Borrower hereby expressly releases and discharges DEQ, its officers, agents and employees from all liabilities, obligations and claims arising out of the Project work or under the Loan, subject only to exceptions previously agreed upon in writing by the parties.

(3) Any findings by DEQ concerning the Project and any inspections or analyses of the Project by DEQ are for determining eligibility for the Loan and disbursement of Loan proceeds only. Such findings do not constitute an endorsement of the feasibility of the Project or its components or an assurance of any kind for any other purpose.

(4) Review and approval of Facilities plans, design drawings and specifications or other documents by or for DEQ does not relieve the Borrower of its responsibility to properly plan, design, build and effectively operate and maintain the Facility as required by law, regulations, permits and good management practices.

ARTICLE 8: DEFAULT AND REMEDIES

(A) EVENTS OF DEFAULT. The occurrence of one or more of the following events constitutes an event of default (“Event of Default”), whether occurring voluntarily or involuntarily, by operation of law or pursuant to any order of any court or governmental agency:

(1) The Borrower fails to make any Loan payment within thirty (30) days after the payment is scheduled to be made according to the repayment schedule;

(2) Any representation or warranty made by the Borrower hereunder was untrue in any material respect as of the date it was made;

(3) The Borrower becomes insolvent or admits in writing an inability to pay its debts as they mature or applies for, consents to, or acquiesces in the appointment of a trustee or receiver for the Borrower or a substantial part of its property; or in the absence of such application, consent, or acquiescence, a trustee or receiver is appointed for the Borrower or a substantial part of its property and is not discharged within sixty (60) days; or any bankruptcy, reorganization, debt arrangement or moratorium or any dissolution or liquidation proceeding is instituted by or against the Borrower and, if instituted against the Borrower, is consented to or acquiesced in by the Borrower or is not dismissed within twenty (20) days;

(4) As a result of any changes in the United States Constitution or the Oregon Constitution or as a result of any legislative, judicial, or administrative action, any part of this Loan Agreement becomes void, unenforceable or impossible to perform in accordance with the intent and purposes of the parties hereto or is declared unlawful;

(5) The Borrower defaults in the performance or observance of any covenants or agreements contained in any loan documents between itself and any lender or lenders, and the default remains uncured upon the expiration of any cure period provided by said loan documents; or

(6) A “land use decision” (as that term is defined by ORS 197.015), a LUCS (as that term is defined under Oregon Administrative Rules Chapter 340, Division 18) or any other permit or approval of any kind that is necessary for the Borrower to either complete the Project or operate the Project is denied, revoked, rescinded or otherwise terminated at any time during the Repayment Period identified in Article 1(H) (in each case, a “Permit Revocation”); or

(7) The Borrower fails to cure non-compliance in any material respect with any other covenant, condition, or agreement of the Borrower hereunder, other than as set forth in (1) through (5) above within a period of thirty (30) days after DEQ provides notice of the noncompliance.

(B) REMEDIES. If DEQ determines that an Event of Default has occurred, DEQ may, without further notice:

(1) Declare the Outstanding Loan Amount plus any unpaid accrued interest, fees and any other amounts due hereunder immediately due and payable;

(2) Cease making disbursement of Loan proceeds or make some disbursements of Loan proceeds and withhold or refuse to make other disbursements;

(3) Appoint a receiver, at the Borrower’s expense, to operate the Facility that produces the Net Revenues and collect the Gross Revenues;

(4) Set and collect utility rates and charges;

(5) Pay, compromise or settle any liens on the Facility or the Project or pay other sums required to be paid by the Borrower in connection with the Project, at DEQ's discretion, using the Loan proceeds and such additional money as may be required. If DEQ pays any encumbrance, lien, claim, or demand, it shall be subrogated, to the extent of the amount of such payment, to all the rights, powers, privileges, and remedies of the holder of the encumbrance, lien, claim, or demand, as the case may be. Any such subrogation rights shall be additional cumulative security for the amounts due under this Loan Agreement;

(6) Direct the State Treasurer to withhold any amounts otherwise due to the Borrower from the State of Oregon and, to the extent permitted by law, direct that such funds be applied to the amounts due DEQ under this Loan Agreement and be deposited into the CWSRF; and

-
- (7) Pursue any other legal or equitable remedy it may have.

ARTICLE 9: DEFINITIONS

(A) **“BORROWER”** means the public agency or agencies (as defined in ORS 468.423(4)) shown as the “Borrower” in Article 1(A) of this Agreement.

(B) **“COMPLETION DATE”** means the date on which the Project is completed. If the Project is a planning project, the Completion Date is the date on which DEQ accepts the planning project. If the Project is a design project, the Completion Date is the date on which the design project is ready for the contractor bid process. If the Project is a construction project, the Completion Date is the date on which the construction project is substantially complete and ready for Initiation of Operation.

(C) **“COSTS OF THE PROJECT”** means expenditures approved by DEQ that are necessary to complete the Project in compliance with DEQ’s requirements and may include but are not limited to the following items:

(1) Cost of labor and materials and all costs the Borrower is required to pay under the terms of any contract for the design, acquisition, construction or installation of the Project;

(2) Engineering fees for the design and construction of the Project.

(3) The costs of surety bonds and insurance of all kinds that may be required or necessary during the course of completion of the Project;

(4) The legal, financing and administrative costs of obtaining the Loan and completing the Project; and

(5) Any other costs approved in writing by DEQ.

(D) **“CWSRF PROGRAM” or “CWSRF”** means the Clean Water State Revolving Fund and the Clean Water State Revolving Fund Loan Program, a fund and loan program administered by DEQ under ORS 468.423 to 468.440.

(E) **“DEQ”** means the Oregon Department of Environmental Quality.

(F) **“DIRECTOR”** means the Director of DEQ or the Director’s authorized representative.

(G) **“FACILITY”** means all property owned or used by the Borrower to provide wastewater collection, treatment and disposal services, of which the Project is a part.

(H) **“FINAL LOAN AMOUNT”** means the total of all Loan proceeds disbursed to the Borrower under the Loan Agreement, determined on the date on which the Borrower indicates that no further Loan funds will be requested, all eligible expenditures have been reimbursed from the Loan proceeds, or all Loan proceeds have been disbursed hereunder, whichever occurs first.

(I) **“GROSS REVENUES”** means all fees and charges resulting from operation of the Facility and any interest earnings thereon; provided however, Gross Revenues does not include: the proceeds of any grants; the proceeds of any borrowings for capital improvements; the proceeds of any liability insurance; or the proceeds of any casualty insurance which the Borrower intends to and does utilize for repair or replacement of the Facility or a part thereof.

(J) **“HAZARDOUS MATERIALS”** means and includes flammable explosives, radioactive materials, asbestos and substances defined as hazardous materials, hazardous substances or hazardous wastes in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended by the Superfund Amendments and Reauthorization Act (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. Section 6901, et seq.), and regulations promulgated thereunder.

(K) **“LOAN”** means the loan made pursuant to this Loan Agreement.

(L) **“LOAN AGREEMENT”** or **“AGREEMENT”** means this loan agreement and its exhibits, appendices, schedules and attachments (which are by this reference incorporated herein), and any amendments thereto.

(M) **“LOAN AMOUNT”** means the maximum amount DEQ agrees to loan the Borrower hereunder.

(N) **“LOAN RESERVE ACCOUNT”** means the account described in ARTICLE 5(c)(2).

(O) **“LOBBYING”** means influencing or attempting to influence a member, officer or employee of a governmental agency or legislature in connection with the awarding of a government contract, the making of a government grant or loan or the entering into of a cooperative agreement with such governmental entity or the extension, continuation, renewal, amendment or modification of any of the above.

(P) **“MANUAL”** means the CWSRF Manual for Construction Projects.

(Q) **“NET REVENUES”** means the Gross Revenues less the Operating Expenses for the Facility.

(R) **“OPERATING EXPENSES”** means all direct and indirect expenses incurred for operation, maintenance and repair of the Facility, including but is not limited to administrative expenses, legal, financial and accounting expenses, insurance premiums, claims (to the extent that monies are not available from insurance proceeds), taxes, engineering expenses relating to operation and maintenance, payments and reserves for pension, retirement, health, hospitalization, and sick leave benefits, and any other similar expenses to be paid to the extent properly and directly attributable to operations of the Facility. Operating expenses include an appropriate amount for reserves for repair and replacement of the Facility based on the expected life of the collection, treatment and disposal facilities.

(S) **“OUTSTANDING LOAN AMOUNT”** means, as of any date, the sum of all disbursements to the Borrower hereunder less the sum of all Loan principal payments received by DEQ.

(T) **“PROJECT”** means the facilities, activities or documents described in ARTICLE 1(E) and (F).

(U) **“REPAYMENT PERIOD”** means the repayment period ending on the date specified in ARTICLE 1(H) which date shall not in any event be later than thirty (30) years after the Completion Date.

(V) **“STATE”** means the State of Oregon.

ARTICLE 10: MISCELLANEOUS

(A) **NOTICES.** All notices, payments, statements, demands, requests or other communications under this Loan Agreement by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered by personal delivery, by certified mail, return receipt requested, or by facsimile transmission, and, if to the Borrower, delivered, addressed or transmitted to the location or number listed in ARTICLE 1(B), and if to DEQ, delivered, addressed or transmitted to:

Clean Water State Revolving Fund Loan Program
Water Quality Division
Department of Environmental Quality
700 NE Multnomah St., #600
Portland, Oregon 97235
Fax (503) 229-6037

or to such other addresses or numbers as the parties may from time to time designate. Any notice or other communication so addressed and mailed shall be deemed to be given five (5) days after mailing. Any notice or other communication delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against DEQ, such facsimile transmission must be confirmed by telephone notice to DEQ's CWSRF Program Coordinator. Any notice or other communication by personal delivery shall be deemed to be given when actually delivered.

(B) WAIVERS AND RESERVATION OF RIGHTS.

(1) DEQ's waiver of any breach by the Borrower of any term, covenant or condition of this Loan Agreement shall not operate as a waiver of any subsequent breach of the same or breach of any other term, covenant, or condition of this Loan Agreement. DEQ may pursue any of its remedies hereunder concurrently or consecutively without being deemed to have waived its right to pursue any other remedy.

(2) Nothing in this Loan Agreement affects DEQ's right to take remedial action, including, but not limited to, administrative enforcement action and action for breach of contract against the Borrower, if the Borrower fails to carry out its obligations under this Loan Agreement.

(C) TIME IS OF THE ESSENCE. The Borrower agrees that time is of the essence under this Loan Agreement.

(D) RELATIONSHIP OF PARTIES. The parties agree and acknowledge that their relationship is that of independent contracting parties, and neither party hereto shall be deemed an agent, partner, joint venturer or related entity of the other by reason of this Loan Agreement.

(E) NO THIRD PARTY BENEFICIARIES. DEQ and the Borrower are the only parties to this Loan Agreement and are the only parties entitled to enforce the terms of this Loan Agreement. Nothing in this Loan Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right not held by or made generally available to the public, 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 Loan Agreement. Any inspections, audits, reports or other assurances done or obtained, or approvals or consents given, by DEQ are for its benefit only for the purposes of administering this Loan and the CWSRF Program.

(F) ASSIGNMENT. DEQ shall have the right to transfer the Loan or any part thereof, or assign any or all of its rights under this Loan Agreement, at any time after execution of this Loan Agreement upon written notice to the Borrower. Provisions of this Loan Agreement shall inure to the benefit of DEQ's successors and assigns. This Loan Agreement or any interest therein may be assigned or transferred by the Borrower only with DEQ's prior written approval (which consent may be withheld for any reason), and any assignment or transfer by the Borrower in contravention of this ARTICLE 10(F) shall be null and void.

(G) DEQ NOT REQUIRED TO ACT. Nothing contained in this Loan Agreement requires DEQ to incur any expense or to take any action hereunder in regards to the Project.

(H) FURTHER ASSURANCES. The Borrower and DEQ agree to execute and deliver any written instruments necessary to carry out any agreement, term, condition or assurance in this Loan Agreement whenever a party makes a reasonable request to the other party for such instruments.

(I) VALIDITY AND SEVERABILITY; SURVIVAL. If any part, term, or provision of this Loan Agreement or of any other Loan document shall be held by a court of competent jurisdiction to be void, voidable, or unenforceable by either party, the validity of the remaining portions, terms and provisions shall not be affected, and all such remaining portions, terms and provisions shall remain in full force and effect. Any provision of this Agreement which by its nature or terms is intended to survive termination, including but not limited to ARTICLE 5(E), shall survive termination of this Agreement.

(J) NO CONSTRUCTION AGAINST DRAFTER. Both parties acknowledge that they are each represented by and have sought the advice of counsel in connection with this Loan Agreement and the transactions contemplated hereby and have read and understand the terms of this Loan Agreement. The terms of this Loan Agreement shall not be construed against either party as the drafter hereof.

(K) HEADINGS. All headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Loan Agreement.

(L) ATTORNEYS' FEES AND EXPENSES. In any action or suit to enforce any right or remedy under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, to the extent permitted by law.

(M) CHOICE OF LAW; DESIGNATION OF FORUM; FEDERAL FORUM.

(1) The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

(2) Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

(3) Notwithstanding ARTICLE 10(M)(2), if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This ARTICLE 10(M)(3) applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This ARTICLE 10(M)(3) is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

(N) COUNTERPARTS. This Loan Agreement may be executed in any number of counterparts, each of which is deemed to be an original, but all together constitute but one and the same instrument.

(O) ENTIRE AGREEMENT; AMENDMENTS. This Loan Agreement, including all appendices and attachments that are by this reference incorporated herein, constitutes the entire agreement between the Borrower and DEQ on the subject matter hereof, and it shall be binding on the parties thereto when executed by all the parties and when all approvals required to be obtained by DEQ have been obtained. This Loan Agreement, including all related Loan documents and instruments, may not be amended, changed, modified, or altered without the written consent of the parties.

CITY OF WINSTON

By: _____
Authorized Officer

Date

Typed Name: _____
Title: _____

**STATE OF OREGON ACTING BY AND THROUGH ITS
DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: _____
Jennifer Wigal, Administrator
Water Quality Division

Date

APPENDIX A: PRELIMINARY REPAYMENT SCHEDULE

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY CLEAN WATER STATE REVOLVING FUND LOAN PROGRAM REPAYMENT SCHEDULE

BORROWER:	City of Winston	INTEREST RATE:	2.07%
SRF LOAN NO.:	RC0028	TERM IN YEARS:	30
LOAN AMOUNT:	\$ 2,508,200	PAYMENT AMOUNT:	\$ 28,509
		ANNUAL FEE:	0.50%

Due Date	Pmt#	PAYMENT				Principal Balance
		Principal	Interest	Fees	Total	
6/1/2027	1	0	27,027	0	27,027	1,254,100
12/1/2027	2	15,529	12,980	6,271	34,780	1,238,571
6/1/2028	3	15,690	12,819	0	28,509	1,222,881
12/1/2028	4	15,852	12,657	6,114	34,623	1,207,029
6/1/2029	5	16,016	12,493	0	28,509	1,191,013
12/1/2029	6	16,182	12,327	5,955	34,464	1,174,831
6/1/2030	7	16,349	12,160	0	28,509	1,158,482
12/1/2030	8	16,519	11,990	5,792	34,301	1,141,963
6/1/2031	9	16,690	11,819	0	28,509	1,125,273
12/1/2031	10	16,862	11,647	5,626	34,135	1,108,411
6/1/2032	11	17,037	11,472	0	28,509	1,091,374
12/1/2032	12	17,213	11,296	5,457	33,966	1,074,161
6/1/2033	13	17,391	11,118	0	28,509	1,056,770
12/1/2033	14	17,571	10,938	5,284	33,793	1,039,199
6/1/2034	15	17,753	10,756	0	28,509	1,021,446
12/1/2034	16	17,937	10,572	5,107	33,616	1,003,509
6/1/2035	17	18,123	10,386	0	28,509	985,386
12/1/2035	18	18,310	10,199	4,927	33,436	967,076
6/1/2036	19	18,500	10,009	0	28,509	948,576
12/1/2036	20	18,691	9,818	4,743	33,252	929,885
6/1/2037	21	18,885	9,624	0	28,509	911,000
12/1/2037	22	19,080	9,429	4,555	33,064	891,920
6/1/2038	23	19,278	9,231	0	28,509	872,642
12/1/2038	24	19,477	9,032	4,363	32,872	853,165
6/1/2039	25	19,679	8,830	0	28,509	833,486
12/1/2039	26	19,882	8,627	4,167	32,676	813,604
6/1/2040	27	20,088	8,421	0	28,509	793,516
12/1/2040	28	20,296	8,213	3,968	32,477	773,220
6/1/2041	29	20,506	8,003	0	28,509	752,714
12/1/2041	30	20,718	7,791	3,764	32,273	731,996
6/1/2042	31	20,933	7,576	0	28,509	711,063
12/1/2042	32	21,149	7,360	3,555	32,064	689,914
6/1/2043	33	21,368	7,141	0	28,509	668,546
12/1/2043	34	21,590	6,919	3,343	31,852	646,956
6/1/2044	35	21,813	6,696	0	28,509	625,143
12/1/2044	36	22,039	6,470	3,126	31,635	603,104
6/1/2045	37	22,267	6,242	0	28,509	580,837
12/1/2045	38	22,497	6,012	2,904	31,413	558,340
6/1/2046	39	22,730	5,779	0	28,509	535,610
12/1/2046	40	22,965	5,544	2,678	31,187	512,645
6/1/2047	41	23,203	5,306	0	28,509	489,442
12/1/2047	42	23,443	5,066	2,447	30,956	465,999
6/1/2048	43	23,686	4,823	0	28,509	442,313
12/1/2048	44	23,931	4,578	2,212	30,721	418,382
6/1/2049	45	24,179	4,330	0	28,509	394,203
12/1/2049	46	24,429	4,080	1,971	30,480	369,774
6/1/2050	47	24,682	3,827	0	28,509	345,092
12/1/2050	48	24,937	3,572	1,725	30,234	320,155
6/1/2051	49	25,195	3,314	0	28,509	294,960
12/1/2051	50	25,456	3,053	1,475	29,984	269,504
6/1/2052	51	25,720	2,789	0	28,509	243,784
12/1/2052	52	25,986	2,523	1,219	29,728	217,798
6/1/2053	53	26,255	2,254	0	28,509	191,543
12/1/2053	54	26,527	1,982	958	29,467	165,016
6/1/2054	55	26,801	1,708	0	28,509	138,215
12/1/2054	56	27,078	1,431	691	29,200	111,137
6/1/2055	57	27,359	1,150	0	28,509	83,778
12/1/2055	58	27,642	867	419	28,928	56,136
6/1/2056	59	27,928	581	0	28,509	28,208
12/1/2056	60	28,208	292	141	28,641	0

TOTALS	1,254,100	454,949	104,957	1,814,006
REQUIRED LOAN RESERVE:	\$	28,484		

APPENDIX B: *ESTIMATED* CWSRF LOAN DISBURSEMENT SCHEDULE

Loan funds are expected to be available based on the following Project schedule:

Borrower:		City of Winston					
Loan #:		RC0028					
Int. Rate:		2.07%					
1st Pmt:		6/1/2027					
Disb.	Paid/	Gross Disb.	Principal Forg.	Net Amount	Disb.	Total #	Interest
Number	Estimate	Amount	Applied	Disbursed	Date	of Days	Amount
1	Estimate	\$ 250,820	\$ 125,410	\$ 125,410	1/1/2026	516	3,669.94
2	Estimate	\$ 250,820	\$ 125,410	\$ 125,410	2/1/2026	485	3,449.46
3	Estimate	\$ 250,820	\$ 125,410	\$ 125,410	3/1/2026	457	3,250.32
4	Estimate	\$ 250,820	\$ 125,410	\$ 125,410	4/1/2026	426	3,029.84
5	Estimate	\$ 250,820	\$ 125,410	\$ 125,410	5/1/2026	396	2,816.47
6	Estimate	\$ 250,820	\$ 125,410	\$ 125,410	6/1/2026	365	2,595.99
7	Estimate	\$ 250,820	\$ 125,410	\$ 125,410	7/1/2026	335	2,382.62
8	Estimate	\$ 250,820	\$ 125,410	\$ 125,410	8/1/2026	304	2,162.14
9	Estimate	\$ 250,820	\$ 125,410	\$ 125,410	9/1/2026	273	1,941.66
10	Estimate	\$ 250,820	\$ 125,410	\$ 125,410	10/1/2026	243	1,728.29
TOTAL:		\$ 2,508,200	\$ 1,254,100	\$ 1,254,100			27,026.71

APPENDIX C: DBE GOOD FAITH EFFORTS

At a minimum the Borrower or its prime contractor must make good faith efforts whenever procuring construction, equipment, services and supplies by complying with the six steps outlined in 40 CFR Section 33.301. The six steps are:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
 - (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 - (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 - (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
 - (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
 - (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.
- The Borrower shall, and shall cause its contractors to, document compliance with the above requirements on forms found at Tab 6 of the Manual for Construction Projects.

Additional resources available to recipients and contractors include the following:

EPA Office of Small and Disadvantaged Business Utilization:

Phone: 206 – 553 – 2931

Web Site: <https://www.epa.gov/aboutepa/about-office-small-and-disadvantaged-business-utilization-osdbu>

Oregon Office of Minority, Women and Emerging Small Business

350 Winter Street N.E., Room 300

Salem, OR 97301-3878

Phone: 503 – 947 – 7922

Web Site: <https://www.oregon.gov/biz/programs/cobid/mbe-wbe/pages/default.aspx>

APPENDIX D: APPLICABLE FEDERAL AUTHORITIES AND LAWS (“CROSS-CUTTERS”)

ENVIRONMENTAL LEGISLATION:

Archaeological and Historic Preservation Act of 1974, PL 93-291.
Clean Air Act, 42 U.S.C. 7506(c).
Coastal Barrier Resources Act, 16 U.S.C. 3501, et seq.
Coastal Zone Management Act of 1972, PL 92-583, as amended.
Endangered Species Act 16 U.S.C. 1531, et seq.
Executive Order 11593, Protection and Enhancement of the Cultural Environment.
Executive Order 11988, Floodplain Management.
Executive Order 11990, Protection of Wetlands.
Farmland Protection Policy Act, 7 U.S.C. 4201, et seq.
Fish and Wildlife Coordination Act, PL 85-624, as amended.
National Historic Preservation Act of 1966, PL 89-665, as amended.
Safe Drinking Water Act, Section 1424(e), PL 92-523, as amended.
Wild and Scenic Rivers Act, PL 90-542, as amended.
Federal Water Pollution Control Act Amendments of 1972, PL 92-500.
Migratory Bird Conservation Act, 16 U.S.C. 715, et seq.
Magnuson-Stevens Act – Essential Fish Habitat, 16 U.S.C. 1851, et seq.

ECONOMIC LEGISLATION:

Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended.
Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including
Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution
Control Act with Respect to Federal Contracts, Grants or Loans.

SOCIAL LEGISLATION:

The Age Discrimination Act of 1975, Pub. L. No. 94-135, 89 Stat. 713, 42 U.S.C. §6102 (1994).
Civil Rights Act of 1964, Pub. L. No. 88-352, 78 Stat. 252, 42 U.S.C. §2000d (1988).
Section 13 of PL 92-500; Prohibition against Sex Discrimination under the Federal Water Pollution
Control Act.
Rehabilitation Act of 1973, Pub. L. No. 93-1123, 87 Stat. 355, 29 U.S.C. §794 (1988), including
Executive Orders 11914 and 11250).

MISCELLANEOUS AUTHORITY:

Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 92-646.
Executive Order 12549 and 40 CFR Part 32, Debarment and Suspension.
Disclosure of Lobbying Activities, Section 1352, Title 31, U.S. Code.

APPENDIX E: DAVIS-BACON PROVISION

Part 1

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the

subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at

<https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained

under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work

actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any

lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Part 2
Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient upon the request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve

them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Oregon Department of Environmental Quality and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <https://www.dol.gov/whd/local/>.

APPENDIX F

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will comply with all applicable requirements of the Civil Rights Act of 1964, as amended, including without limitation all applicable provisions and requirements of Title VI and Title VII. The contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin and that the contractor's employment actions do not have a disproportionate, adverse effect on a protected group in violation of Title VII. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, such notices as may be required by the Equal Employment Opportunity Commission setting forth the rights of employees and/or applicants.
- (2) The contractor will ensure in its hiring that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin and may include a statement to that effect in the solicitations or advertisements for employees placed by or on behalf of the contractor.
- (3) The contractor will comply with all applicable provisions of the Civil Rights Act of 1964, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor, United States Department of Justice, and the Equal Employment Opportunity Commission, to the extent applicable.
- (4) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and such other sanctions may be imposed and remedies invoked by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

**APPENDIX G: CERTIFICATION REGARDING LOBBYING
(Contracts in Excess of \$100,000.00)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Borrower, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed _____

Title _____

Date _____

Recipient _____

APPENDIX H: AMERICAN IRON AND STEEL ("AIS") REQUIREMENT

The Contractor acknowledges to and for the benefit of City of Winston ("Purchaser") and the State of Oregon, acting by and through the Department of Environmental Quality Clean Water State Revolving Fund (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.



Staff Report

Admin 25-20

Subject:	Resolution No. 25-1206
Date:	October 28, 2025
Prepared by:	Thomas McIntosh, City Manager
Background:	In 2023 the city of Winston applied for a full grant/loan program with a value of 4 million dollars for the completion of two projects: 1) the sanitary sewer siphon replacement and 2) the Abraham sewer trunk line project. These two projects are split up into two loan agreements. The city has completed conditions for the releasing of funds for the sewer siphon project, and the loan agreement is before you for review.
Analysis:	All the wastewater for the city passes through these pipes associated with the sewer siphon prior to concluding at the wastewater plant where it ultimately goes through the treatment process. This is a priority one sewer project that has taken many years to find a funding source and complete conditions associated with the funding source. Moving forward with this project and allow to out for bid will require the city to sign the loan agreement.
Recommendation:	Approve Resolution 25-1206.
Financial Impact:	The agreement allows the releasing of \$2,508,200 to replace the sewer siphon with a total of half approved to be forgiven. The city will not be required to make their first loan payment until six months after the completion of the project which now is anticipated to be next fiscal year.



RESOLUTION NO. 25-1207

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CIVIL WEST ENGINEERING INC FOR CONSTRUCTION MANAGEMENT SERVICES OF THE SEWER SIPHON PROJECT FOR AN AMOUNT NOT TO EXCEED \$166,500.

WHEREAS the city of Winston owns and operates a sewer system containing various components vital to its conveyance of wastewater to the treatment plant; and,

WHEREAS the inverted sanitary sewer siphon that convey all the City's wastewater under the South Umpqua River to the treatment plant was installed in 1978; and,

WHEREAS significant damage to existing concrete structures on either side of the river and piping system are present and the overall facility reached the end of its fifty-year life cycle; and,

WHEREAS the city has applied for a Department of Environmental Quality Point Source Loan/Grant package and construction management from contract engineers are a necessary step for completion of the project.

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

SECTION 1. The City Manager is hereby authorized to enter into an agreement with Civil West Engineering INC for construction management services of the sanitary sewer siphon project as described and attached hereto in Public Works Staff report 25-13.

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

ADOPTED BY THE CITY OF WINSTON OREGON CITY COUNCIL ON THIS 3RD DAY OF NOVEMBER 2025.

APPROVED BY THE MAYOR ON THIS 3RD DAY OF NOVEMBER 2025.

Christie Knutson, Mayor

Attest:

Cindy M. Sarti, City Recorder



Rogue Valley Office
830 O'Hare Parkway, Ste. 102
Medford, OR 97504
541-326-4828

Coos Bay Office
486 'E' Street
Coos Bay, OR 97420
541-266-8601

Albany Office
200 Ferry Street SW
Albany, OR 97321
541-223-5130

Newport Office
409 SW 10th Street
Newport, OR 97366
541-264-7040

ENGINEERING SCOPE OF SERVICES

Date: September 25, 2025

Work Order Number:

To: Mr. Andy Howell, Superintendent, Public Works Department – City of Winston

From: Will Dawson, Regional Manager – Civil West Engineering Services, Inc.

RE: **City of Winston: Umpqua River Sewer Siphon Crossing, Construction Management, and Inspection–
Scope of Services**
Civil West Project Number: 3203-023

The purpose of this scope of services is to describe the proposed approach and costs that Civil West will follow to support the City of Winston as they undertake the replacement of the inverted sewer siphon under the Umpqua River taking all the City's wastewater from the southside of the Umpqua River to the northside at the Winston-Green Sanitary Wastewater Treatment Facility (Treatment Plant).

BACKGROUND

The City owns and operates a sanitary sewer collection system. A vital piece of this system is an inverted sanitary sewer siphon with 2-12" PVC, and 1-15" PVC lines that convey all the City's wastewater flows under the South Fork of the Umpqua River to the Treatment Plant. These improvements were installed in 1978 and installed across the river using an open-cut method.

Civil West Engineering has completed the bid package and is currently coordinating with the Department of Environmental Quality (DEQ) for final plan approval and environmental clearance. As these approvals are met, we will advertise the project for construction bids and move into the construction phase of this project.

This scope of services is summarized below:

1. *Project Management*
2. *Bid Phase Services*
3. *Construction Management Services*
4. *Construction Observation/ Inspection Services*
5. *Project Close-out*

Goal for the Project

To work as a part of a coordinated team to construct an inverted sewer siphon under the Umpqua river in compliance with DEQ and horizontal directional drill (HDD) standards.

Part A: Scope of Work

The following scope of work describes the tasks, activities, and work that will take place to complete the design. Each task will be assigned a certain number of engineering hours for completion. The description of each task below is a summary of the estimated process, steps, and procedures that will be required for completion of the work. While there may be many subtasks included within these major task areas, only the major tasks are discussed below.

Construction Services

1. **Task 1 – Project Management and Administrative Services** – This task includes administrative and project management efforts related to the management of this project. This shall include the processing of paperwork and correspondence between the Engineer and the Client, coordination on financial matters, directing resources internally, and meeting with staff on routine issues. This task shall also include coordinating with the project Team, tracking the project schedule and budget, reviewing progress, and other common project management activities necessary to ensure a successful project completion.
2. **Task 2 – Bid Phase Services** – Through this task, we will provide support to the City during the bid process. This will include aiding in placing advertisements and marketing the project to perspective bidders. We will also administer a pre-bid conference where potential bidders can view the project site, ask questions, and receive additional direction prior to preparing their bids. We will then participate in the bid opening (at owner's request) and review and qualify all bids as well as identify the apparent successful bidder. Finally, we will assist in the contract process and issue the necessary notices including the notice of award and notice to proceed.
3. **Task 3 – Construction Management Services** – In this task, Civil West will provide the necessary construction management support for the civil work to ensure that a great design results in a great finished product. A successful project will result in the client getting a high-quality product for a fair price and a contractor making a reasonable profit. Effective construction management will help to keep that balance in check. We will conduct construction meetings, submittal review and approval, coordinating with all parties, processing payment requests, review change order requests and acting accordingly, and all other support required to ensure delivery of a successful product to the client.
4. **Task 4 – Construction Observation/Inspection Services** – This task will include inspection support, documentation of construction status and conditions, recording changes to the project, acting as a liaison with the City and contractor, and otherwise serving as the agent for the City. Assumed 300 hours to perform this task and no time for construction staking is included at this time.
5. **Task 5 – Project Closeout Services** – This task will include the development of a construction punchlist and verification that all punchlist items are completed by the Contractor. Civil West Engineering Services will also oversee the issuance of Substantial Completion, Final Completion, and Final Payment documentation. We will also prepare digital Project Record Drawings. With assistance from the Contractor, we will develop an Operation and Maintenance (O&M) Manual for the facilities. The O&M Manual will provide detailed step-by-step instructions for the operation of siphon components and include information on the performance of routine maintenance tasks. In addition to the O&M Manual, we will prepare a Project Closeout Album in print and digital form that includes copies of construction photographs, inspection reports, submittals, drawings, and other critical project documents.
6. **Task 6 - Meetings**
 - a. Coordination and Progress Meetings: Civil West will schedule and attend meetings with the client as necessary, to review and discuss specific issues not outlined in the above scope. The number of auxiliary meetings shall not exceed two (6) and shall include no more than one (1) representative for the Consultant for two (2) hours per meeting.
- R. **Task R – Reimbursable** – This task will cover reimbursable expenses anticipated for the project. These include travel and per diem costs, reproduction and office expenses, and other reimbursable costs.

Part B: Exclusions

The services listed below are not included in this scope, but are available to the client for an additional fee, if desired:

- Any meetings not specifically mentioned.
- Structural Engineering
- Geotechnical Engineering
- Preparation of easements or Boundary Work
- Construction Staking
- Specialty Inspections
- Wetland delineation
- Retaining Wall Design
- Biological Assessment
- Archeological Monitoring

Part C: Project Fee Proposal

A summary of the proposed fee schedule is provided below. All costs are based on estimates of hours to complete a given task and the associated billing rates for the individuals involved.

SEWER SIPHON CM - CIVIL FEE

Task No.	Construction Services	Proposed Total Fee
1	Project Management & Administration	\$18,400
2	Bid Phase Services	\$14,592
3	Construction Management Services	\$26,880
4	Construction Observation/ Inspection Services	\$61,348
5	Meetings	\$6,400
6	Project Closeout	\$32,800
R	Reimbursables	\$6,080
Total Construction Management Budget:		\$166,500

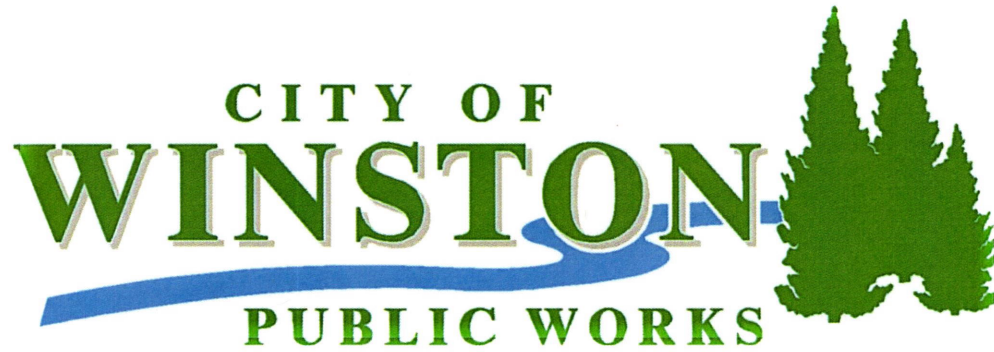
We propose the above work be performed for a lump sum of \$166,500. CWE will invoice the City monthly based on the percentage of completion. If additional support is required beyond these allowances, we will communicate with the City on an amendment to the agreement. Any additional work will be billed on a time and materials basis pursuant to the 2026 Rate Schedule attached hereto. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

We are grateful for this opportunity to provide these services to you. We are prepared to begin work on this important project as soon as we are authorized to do so. Please let me know if you have any questions or if you wish to see any alterations to our proposed approach. If this proposed approach is acceptable, please sign below and return a copy to our office for our records.

Sincerely,
Civil West Engineering Services, Inc.



Will Dawson
South Coast Regional Manager
Civil West Engineering Services, Inc.



Staff Report

Public Works 25-13

Subject: Siphon

Date: November 3, 2025

Prepared by: Andy Howell

Title: Construction Management and Inspection Services

Background: The city owns and operates a sanitary sewer collection system. A vital piece of this system is an inverted sanitary sewer siphon with 2-12" PVC, and 1-15" PVC lines that convey all the City's wastewater flows under the South Fork of the Umpqua River to the Treatment Plant. These improvements were installed in 1978 and installed across the river using an open-cut method.

Analysis: Civil West will advertise the project for construction bids and then move onto construction phase of this project after bid is awarded. The construction management and inspection will be required to be in compliance with DEQ and horizontal directional drill standards to ensure a successful finished product is produced for the city.

Recommendation: Staff recommends Civil West Engineering scope of services for Umpqua River Sewer Siphon Crossing project for construction management, and inspection.

Financial Impact: Total Construction Management Budget \$166,500.00



RESOLUTION NO. 25-1208

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH COOS CURRY DOUGLAS BUSINESS DEVELOPMENT CORPORATION FOR LABOR STANDARDS MONITORING AND RECORD KEEPING FOR THE SEWER SIPHON PROJECT.

WHEREAS the city of Winston owns and operates a sewer system containing various components vital to its conveyance of wastewater to the treatment plant; and,

WHEREAS the inverted sanitary sewer siphon that convey all the City's wastewater under the South Umpqua River to the treatment plant was installed in 1978; and,

WHEREAS significant damage to existing concrete structures on either side of the river and piping system are present and the overall facility reached the end of its fifty-year life cycle; and,

WHEREAS the city has applied for a Department of Environmental Quality Point Source Loan/Grant package and due to the magnitude of the project monitoring for consistency with associated labor requirements are necessary.

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

SECTION 1. The City Manager is hereby authorized to enter into an agreement with CCD Business Development Corporation for labor standards monitoring and record keeping for the sanitary sewer siphon project.

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

ADOPTED BY THE CITY OF WINSTON OREGON CITY COUNCIL ON THIS 3RD DAY OF NOVEMBER 2025.

APPROVED BY THE MAYOR ON THIS 3RD DAY OF NOVEMBER 2025.

Christie Knutson, Mayor

Attest:

Cindy M. Sarti, City Recorder

**AGREEMENT
BETWEEN
CCD BUSINESS DEVELOPMENT CORPORATION
AND
THE CITY OF WINSTON**

WHEREAS, the CCD Business Development Corporation (CCD) and the City of Winston, have interests in common; and

WHEREAS, the City of Winston is receiving funds from the State of Oregon DEQ's Clean Water Revolving Loan Fund, for the Umpqua River Sewer Siphon Crossing that transfers all the city's wastewater from the southside to the northside of the South Umpqua River to the Winston-Green Sanitary Wastewater Treatment Facility, project and related activities; and

WHEREAS, the City of Winston desires assistance with the administration of the State of Oregon DEQ's Clean Water Revolving Loan Fund, and CCD provides such service for its agencies in the CCD region;

IN CONSIDERATION of the mutual benefits and obligations set out herein, the parties agree that from the date of this agreement's execution to the first date on which the loan has been administratively closed by the State of Oregon Department of Environmental Quality, the following provisions shall apply:

SCOPE OF WORK / COSTS PER TASK

Labor Standards:

- Labor Standards and compliance, for the DEQ Clean Water Revolving Loan Fund requirements for this project.
- Assist contractors and subcontractors with new Job Classifications, corrections to certified payroll reports, and solutions to resolve problems with documentation.
- All required reports and forms per Clean Water Revolving Loan Fund rules.
- Records – set up filing system to assure compliance with state and federal program requirements concerning labor standards.
- Monitor certified payroll reports to ensure compliance with Davis-Bacon/BOLI requirements and monthly on-site payroll interviews if deemed necessary.
- Participate in pre-bid and pre-construction conferences, distribute required forms and information to comply with all labor standards.

Cost:

- CCD shall charge \$125/hour, Administration Compensation due **CCD shall not exceed 12 hours or \$1,500.00 per month**, for Labor Standards Monitoring & Recordkeeping for this project

1. SAM Registration

All entities that enter into contracts with a Clean Water Revolving Loan Fund recipient (i.e. contractors) must have a SAM Registration. CCD has a SAM Registration and is current.

2. Source of Funds

Work under this contract is funded by the federal Clean Drinking Water Revolving Loan Fund through the State of Oregon Department of Environmental Quality.

3. Whistleblower (language to be included in all construction contracts and subcontracts)

“Contractor receiving CWRLF funds shall under or through this contract to, post notice of the rights and remedies provided to whistleblowers under No Fear Act Pub. L. 107-174. 29 CFR § 1614.703 (d).”

4. Non-Discrimination

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

5. Termination for Cause and for Convenience & Breach of Contract

“Contractor shall address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. In addition, contractor shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.”

6. Intellectual Property (language to be included in all contracts:)

“Contractor hereby grants to the U.S. E.P.A. a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes, any intellectual property developed under this contract. Contractor shall secure from third parties the same license in the name of the U.S. E.P.A. regarding any intellectual property developed by third parties as subcontractors to perform this project, or developed under contract with the Contractor specifically to enable Contractor’s obligations related to this project.”

7. Inspections; Information (language to be included in all contracts and subcontracts:)

“Contractor shall permit, and cause its subcontractors to allow *[insert name of water system Owner]*, the State of Oregon, the federal government and any party designated by them to:

(1) Inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursement, contracts, and any other matters relating to the Project, and to its financial standing, and shall supply such reports and information as reasonably requested.

(2) Interview any officer or employee of the Contractor, or its subcontractors, regarding the Project.

Contractor shall retain all records related to the Project for three years after final payments are made and any pending matters are closed.”

8. Prohibition on the Use of Federal Funds for Lobbying (Certification Regarding Lobbying form follows, for any contracts in excess of \$100,000)

(form follows)

DRAFT

CERTIFICATION REGARDING LOBBYING

(Awards to Contractors and Subcontractors in excess of \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signed

Title

Executive Director, CCD

Date

TERMINATION

This agreement may be terminated if CCD materially fails to comply with any term of this agreement. Either party, with a minimum notice of 30 calendar days may also terminate this agreement for convenience upon written notification. In the event of agreement termination for convenience, CCD shall be due payment for all work completed by the time of termination.

CCD BUSINESS DEVELOPMENT CORP.

THE CITY OF WINSTON

By _____
Theresa Haga, Executive Director

By _____

Date: _____

Date: _____

Exhibit A

Schedule of Payments

The contractor will invoice as outlined below:

The contractor will submit invoices to the City of Winston with details that support the payment due to CCD for Labor Standards. Administrative compensation due to CCD for Labor Standards duties will be billed at an hourly rate of \$125.00 per hour and shall not exceed 12 hours per month or \$1,500.00.

The Contractor will invoice the City of Winston at least quarterly for services rendered.

Invoicing will commence once the budget is approved and CCD services are needed, once construction goes out to bid.

CONTRACT TIMELINE:

Start: Date when the contract is accepted and signed by both parties

Duration: This contract will be good for the period of one year from the start of construction bid. The project construction is estimated to run for 3 months, starting in the summer of 2026.

If the CWRLF Labor Standards time is longer than the stated contracted time, both parties may agree to extend the duration of this contract or enter a new contract for the remainder of the time needed to complete the project.



Staff Report

Admin 25-21

Subject: Resolution No. 25-1208

Date: October 28, 2025

Prepared by: Thomas McIntosh, City Manager

Background: Staff have offered reports on previous resolution into the record this evening regarding the sanitary sewer siphon project. Historically projects of this magnitude require a separate independent entity, nonprofit in nature to monitor the variety of labor laws and ensure the city remains consistent with the rules associated with them.

Analysis: Coos Curry Douglas Business Development Corporation offers a viable local option. The agreement dictates no more than 12 hours a month will be entertained to carry out any monitoring or record keeping duties. This will all be included in the loan package.

Recommendation: Approve Resolution 25-1208.

Financial Impact: A maximum of 12 hours or \$1,500 per month.



RESOLUTION NO. 25-1209

A RESOLUTION OF THE CITY OF WINSTON, OREGON, CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SECOND EXTENSION LEASE AGREEMENT FOR SENIOR CENTER SPACE IN THE WINSTON COMMUNITY CENTER AND ADDING A 3% (THREE PERCENT) INCREASE.

WHEREAS the City of Winston, an Oregon Municipality (*City*) and, Winston Dillard Seniors, Inc. (*Seniors*) have a lease agreement for space at Winston Community Center identified as the "Senior Center"; and,

WHEREAS the City and the Seniors both desire to enter into the second extension of the agreement dated July 1, 2018.

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

SECTION 1. The City Manager is hereby authorized to enter into the second extension of the lease agreement adding a three percent increase, attached hereto and incorporated by reference. The new expiration date is June 30, 2028. All other original contract terms and conditions shall apply.

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

ADOPTED BY THE CITY OF WINSTON, OREGON, CITY COUNCIL ON THIS 3RD DAY OF NOVEMBER 2025.

APPROVED BY THE MAYOR ON THIS 3RD DAY OF NOVEMBER 2025.

Christie Knutson, Mayor

Attest:

Cindy M. Sarti, City Recorder



FIRST EXTENSION TO LEASE AGREEMENT FOR SENIOR CENTER LOCATED AT 440 SE GRAPE AVENUE

This contract extension ("*Second Extension*") is made on the 3rd day of November, 2025 between the CITY OF WINSTON and WINSTON DILLARD SENIORS, INC. (*Winston Seniors*).

On or about July 1, 2018, the City and Winston Seniors entered into a Lease Agreement for portions of space at Winston Community Center known as the Senior Center located at 440 SE Grape Avenue, Winston, Oregon (*Original Contract*).

THE PARTIES AGREE:

- 1. EXTENSION:** The term of the original contract is extended to June 30, 2028. The extension is not effective until it has been signed by both parties.
- 2. INCREASE:** A three percent (3) increase will be executed at the beginning of each fiscal year of the contract (July 1st).
- 3. ENTIRE CONTRACT:** Except as modified herein, the terms and conditions of the original contract shall apply.

City of Winston

Winston Dillard Seniors, Inc.

By _____
Thomas McIntosh, City Manager

By _____
Cindy Rodriquez, President



LEASE AGREEMENT

This lease agreement is made on the 1st day of July, 2018, between the City of Winston and the Winston Dillard Senior Citizens, Inc. (Winston Seniors).

Property Description: The portions of the Winston Community Center known as the Senior Center, located at 440 Grape Street, Winston, Oregon.

Terms of Agreement: The terms of this agreement shall be for the period of July 1, 2018 through June 30, 2020. The parties agree that this lease may be extended with the mutual agreement of both parties. Either party shall have the right to terminate the agreement without cause upon giving 60 days written notice to the other party.

Compensation for the Lease: Winston Seniors agree to pay the City of Winston \$100 per month. The payments shall be made on the following schedule: On or before the 5th day of each month.

Winston Seniors Obligations:

1. Winston Seniors shall operate the leased premises and provide the following services: Programs for Winston area citizens, including but not limited to senior citizens. This use is for all hours outside the current use by Douglas County for the dining site in the same facility from 10 AM to 2 PM on Tuesday, Thursday and Friday, other than legal Holidays, and the office rented and dedicated to the staff and volunteers of the Douglas County dining site Monday through Friday from 8 AM to 5 PM.
2. The Winston Seniors will also be granted use of the Grand Room and Service Kitchen for the 2nd Thursday evening each December to hold their annual potluck holiday dinner and the 2nd Thursday of each month except November for their monthly potluck when available.
3. Winston Seniors may sub-lease premises.
4. Furnishings and Equipment: Winston Seniors shall provide all furnishings and equipment unless otherwise agreed upon by both parties.
5. Personnel and Supplies: Winston Seniors, in conjunction with Douglas County, shall supply sufficient personnel to operate the Senior Center, and furnish all supplies necessary for services provided.
6. Seniors shall keep Senior Center neat and orderly, and regularly remove garbage to exterior dumpster provided by the City.
7. Winston Seniors shall allow City and its agents to enter the premises at reasonable times to inspect the premises, maintain the premises, or make repairs, alterations, or additions to the premises.
8. Alterations: Winston Seniors has inspected the premises, and the premises are now in good condition and repair. Winston Seniors shall take good care of the premises and shall not alter, repair or change the premises without the prior written consent of the City. Winston Seniors shall, at the termination of this agreement, leave the premises in as good order and

condition as when received. Reasonable wear and tear, damage from the elements, fire, acts of God, or other casualty shall be excluded.

9. Insurance: Winston Seniors shall procure and maintain insurance with financially sound and reputable insurers, or maintain a reasonable system of self insurance appropriate to the risks associated with operations of the premises.

City Obligations:

1. Use: The City shall allow Winston Seniors the exclusive use of said leased premises unless prior consent of Winston Seniors is obtained. No furnishings or equipment will be removed unless prior approval is received from the Winston Seniors.
2. Grant Applications: Prior approval of the City Council or its designee is required for grant applications which obligate the City to ownership and maintenance of equipment.
3. Maintenance: City shall maintain the roof, foundation, plumbing, heating system, air conditioning system, floors, exterior walls and the interior of building in general good repair and condition. Winston Seniors shall give immediate notice to City of any need for repairs or corrections.
4. Custodial Services: City shall provide regularly scheduled custodial services to the Senior Center.
5. Utilities: City shall obtain all utility services required for the premises and shall pay all charges for those services. This includes water, electric, sewer, wireless internet, and garbage disposal services.
6. Parking area and Common Facilities: The phrase common facilities includes, but is not limited to, sidewalks, planted areas, halls, open means of ingress and egress, restrooms, and other similar areas. City shall maintain and keep the parking areas and the common facilities in good order, condition and repair, including adequate lighting, painting, drainage, and the like.

City of Winston

By _____
Mark D. Bauer, City Manager

Winston Dillard Seniors, Inc.

By _____
Nancy Beiter



Staff Report

Admin 25-22

Subject: Resolution No. 25-1209

Date: October 28, 2025

Prepared by: Thomas McIntosh, City Manager

Background: The Winston Dillard Seniors have been occupying and utilizing the main room on the northwest corner of the community center for many years. The city of Winston has enjoyed a very good rapport and relationship with the seniors and their program. After meeting with their president, she has confirmed their agreement for extending with an annual 3 percent increase.

Analysis: The senior program utilizes the room but are also in need of the associated amenities to maintain their occupation. Trash, electronic service along with utilizing the kitchen all contribute the costs for the city. The monetary commitment for the city continues to raise necessitating the requirement to institute a three percent increase annually. The lease currently dictates a \$100 per month installment that will increase accordingly.

Recommendation: Approve Resolution 25-1209.

Financial Impact: Additional revenue will in the amount of \$103 for the remainder of this fiscal year and the three percent increase both following fiscal cycles and for the life of the lease.



RESOLUTION NO. 25-1210

A RESOLUTION OF THE CITY OF WINSTON, OREGON, CITY COUNCIL, AMENDING THE CITY OF WINSTON FEE SCHEDULE TO ALLOW FOR A (3) THREE PERCENT CREDIT CARD SURCHARGE.

WHEREAS the City of Winston provides a variety of services to its residents; and,
WHEREAS to recover costs the city charges fees for those services and a fee schedule is necessary and hereto stands in need of updates; and
WHEREAS the fee schedule does not currently reflect the discharge of fees associated with credit card transactions and now stands in need of that adjustment; and,
WHEREAS fees must be weighed against staff time and effort to process the request and assessed appropriately.

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

SECTION 1. City Council hereby amends the current fee resolution as outlined in the updated schedule of fees dated November 03, 2025 and admin staff report 24-23.

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

ADOPTED BY THE CITY OF WINSTON, OREGON, CITY COUNCIL ON THIS 3RD DAY OF NOVEMBER 2025.

APPROVED BY THE MAYOR ON THIS 3RD DAY OF NOVEMBER 2025.

Christie Knutson, Mayor

Attest:

Cindy M. Sarti, City Recorder

City of Winston Fee Schedule

Set by Council Resolution 21-1006 November 1, 2021; Amended by Council Resolutions 23-1105 and 23-1108 October 16, 2023; Amended by Resolution 24-1137 June 17, 2024; Amended by Resolution 24-1163 December 2, 2024; Amended by Resolution 25-1210 November 3, 2025.

****All credit card transactions will receive a three (3) percent surcharge****

Verification Letter w/ or w/o Signature	\$50 ea
Animal Permit (Chickens)	25
Business License	50/annually
Lien Search	25 ea
Liquor License Application, New	25
Liquor License Renewal	20
Liquor License, Special Event	25
Returned Checks	25
Inoperative Vehicle Permit	10/yr
Transient Room Tax—Motels & RV Parks less than 29 days	7%

Administration

Public Records

Individual Copies	.25/printed page(pp)
Archival Copies	.50/pp
*Comprehensive Plan	35
*Winston Municipal Code w/o Title XV	35
*Winston Municipal Code Title XV (Land Usage) Only	35
* View/Print for free anytime at www.WinstonCity.org	

Staff Time Reimbursement (STR)

Staff time reimbursement for all departments is equal to the current wage + benefits for the staff member performing the task.

Police Department

Fingerprinting	25/first 2 cards
Police Report	10
Accident Report	12.50
Body Camera Footage	25 + STR
Vehicle Impound	100
Dog Impound	25/dog
2 nd impound (same dog)	50/dog
3 rd impound (same dog)	75/dog
Kennel Fees	15/day

Municipal Court

Payment Plan up to 300	25
Payment Plan 301 +	30
Delinquent Account Fee	10

"Fix It" Ticket	20
Other Associated Court Fees as Outlined in Judge's Order Dated July 8, 2003 and Attached to this Fee Schedule as Exhibit B	

Public Works

Right of Way Access	\$125 ea
Right of Way Access for the purpose of installing mailbox post	50 ea
Grading Permit Application	50 ea
*Flusher Truck	375/hr
*Backhoe	75/hr
*Dump Truck—5 Yd	80/hr
*Dump Truck—F350	100/hr
*Street Sweeper	100/hr
*Pickup	35/hr
*Flatbed Truck	50/hr
*TV Van Inspections	150/hr
*Misc. Handheld Equipment (trimmer/chainsaw, etc.)	25/hr
* Plus Staff Time Reimbursement (STR)	

Monthly Sewer User Rates & Service Fees

Residential/EDU

Base Rate/Inside City Residential	\$59
Base Rate for Discount Qualified Senior Citizens (25% Discount)	44.25
STEP System Surcharge	8.50
Public Safety Fee	8
Plant Upgrade Fee	6
Storm Utility Fee	1
Transportation Utility Fee	1

Commercial

Base Rate (up to 7000 Gallons Water Usage)	59
Public Safety Fee	8/unit
Plant Upgrade Fee	6/unit
Storm Utility Fee	Based on Impervious Sq. Footage
Transportation Fee	Based on Usage

Sewer Connection

New Connection	300 + 700 for each single-family residence; each unit of a multiple family residence or each business unit.
Additional Charge for hook up for more than (4) inches of lateral connecting pipe	700 per (2) inches, or part thereof
Vacancy Rate	15/mo includes Public Safety, Plant Upgrade, and Storm.
Permanent Disconnect	250
Reconnect	100
Private Property Troubleshoot	Actual Cost—1 hr minimum

Lateral Replacement	Cost of Materials
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Parks *(All fees are per day unless otherwise stated)*

Civic Wayside Park Gazebo	50 + 150 dep
Add Electricity	25
Community Park Pavilion	50 + 150 dep
Add Electricity or Water	25 each
Community Park Tennis Courts	25
Riverbend Park Pavilion	100 + 150 dep
Riverbend Park Utilities (water/electricity)	25 ea
Park Lights	50
Concession Stand	50 + 150 dep
Stage	300 + 150 dep
Basketball Court/ 4-hour reservation	25
Skate Bowl/ 4-hour reservation	25
Baseball Diamonds	
Amos R Osborne 2X/Week March – September	125
Small Ballfield 2X/Week March - September	125
1X/Week Amos R Osborne – Small Ballfields	63
Riverbend Park All Facilities	500 + 300 dep
Dry Camping at RB Park <i>(major events only/designated areas only)</i> RVs/Tents	25/10 per night
***Note: Cleaning/Damage Deposits ARE Refundable	
Cleaning/Damage Deposits are NOT Waivable	

Community Center

Fri-Sun

Mon-Thu

Room/Area	1/2 day/full day	1/2 day/full day
Grand Room Table Seating 200/Sit or Stand 300	330/495	193/275
Ford Room (A) Table Seating 96/Sit or Stand 160	215/303	143/187
Premier Room (B) Table Seating 40/Sit or Stand 80	110/193	83/110
Woods Room (C) Table Seating 40/Sit or Stand 80	110/193	83/110
(B) & (C) Combined Table Seating 80/Sit or Stand 160	215/303	143/187
Wooley Conference Room (D) Seated 8	55/110	55/83
Stage	50/75	50/75
½ Day 8:30am - 2pm and 2:30 - 10pm		
Full Day 8:30am – 10pm		
*Cleaning/Damage Deposit—All Rentals	200	200
***Note: Deposits Refundable, NOT Waivable		

Sign Permits

Basic Sign	50
Commercial Grade	100

Land Use

Address	30
Annexation	750 + cost
Appeals-Planning Commission	250
Appeals-On Record to City Council	350
Planning Clearance Worksheet Review	85
Change of Use/Demolition	50
Comp Plan Amendment—Map/Text	2500 + cost
Conditional Use Permit	500 + cost
Hardship	200
Excavation Permit	50
Fence Review	25
Land Partition—Administrative	500 + cost
Land Partition—Planning Commission	1000 + cost
Property Line Adjustment	525
Major Amendment	50% of original application fee
Manufactured Home Park	1500 + 30/space + cost
Non-Conforming Use Change	200
Overlays	1500 + cost
Planned Unit Development	1500 + 30/lot + cost
Pre-Application Conference	125 - goes toward app
Property Line Vacation	350
Site Plan Review—Commercial	550 + cost
Site Plan Review—Residential	100 + cost
Steep Slopes/Hillside	150 + cost
Subdivision 2-3 lots	450 + 10/lot
Subdivision 4-7	1500 + 40/lot + cost
Subdivision 8-19	1800 + 35/lot + cost
Subdivision 20 +	2500 + 30/lot + cost
Temporary Use Permit	250
Variance—Administrative	350 + cost
Variance—Planning Commission	500 + cost
Zone Change	1500 + cost

Ann Munson

From: Lori Harada <Lori.Harada@bannerbank.com>
Sent: Friday, October 24, 2025 1:54 PM
To: Ann Munson
Cc: PJ Adgar; Merchant Services
Subject: Surcharging for City of Winston
Attachments: City of Winston Merchant Change Form.pdf

Hello Ann,

We've placed an order for a new X5 terminal for your location, which includes surcharge processing capabilities as requested. Please don't hesitate to reach out if you have any questions regarding this update.

Surcharge Information:

- The terminal will automatically apply a surcharge to credit card transactions.
- The City of Winston will be charged:
 - 4% on credit card transactions
 - 2.50% on debit card transactions
- You are permitted to pass 3% of the credit card surcharge on to your clients.
- An additional monthly software fee of \$3 will apply.

To proceed, please review, sign, and return the attached document confirming your acceptance of the updated pricing structure.

Thank you, and I look forward to receiving the signed agreement.

Best regards,
Lori Harada



www.bannerbank.com

Lori Harada
Assistant Vice President
Sr Treasury Management & Payment Solutions Associate
110 S Ferrall, Spokane WA 99202
Direct: (509) 434-3764
Merchant Department: 866-440-7240
Fax: 509-232-4709
E-mail: lori.harada@bannerbank.com
24/7 Merchant Support 800-654-9256

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Staff Report

Admin 25-23

Subject: Resolution No. 25-1210

Date: October 29, 2025

Prepared by: Thomas McIntosh, City Manager

Background: Historically the city has sustained and absorbed any surcharge fees with the associated financial institution for all citizens who wish to pay fishes with their credit cards. Credit card payments have remained a convenience for the public but not without budgeting to sustain that surcharge.

Analysis: An evaluation into the municipal options on surcharges indicates we are allowed to charge an additional 3 percent for credit card transaction, but we are not able to do so for debit transaction despite the city sustaining fees for those particular transactions as well. The average amount the city is required to cover in a 3 percent capacity is \$2,200 per month. This would round out to roughly \$27,000 per year in savings.

Recommendation: Approve Resolution 25-1210.

Financial Impact: The specific monetary value in savings will be unknown until the changes are carried out and the city can properly evaluate but the estimate is \$27,000 annually.