



City Council Meeting
January 20, 2026, 7:00 pm
City Hall Council Chambers
201 NW Douglas Blvd.
541.679.6739 info.

Agenda

- I. Call to Order—Christie Knutson, Mayor**
 - A. Pledge of Allegiance
 - B. Roll Call
 - C. Adjustments to the Agenda
- II. 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.*
- III. Reports: Boards, Commissions, Committees and Schools**
 - A. Park Board for January 13, 2026—*Dori White, Liaison*
 - B. Economic Development for January 14, 2026—*Dave Cunningham, Liaison*
- IV. Department Reports**
 - A. Wastewater Plant—*Chris Sherlock, Superintendent*
 - B. Public Works—*Andy Howell, Superintendent*
 - C. Administration—*Thomas McIntosh, City Manager*
- V. Old Business**
- VI. New Business**
 - A. Set Council Workshop – February 9th – Budget Analysis
 - B. Resolution No. 26-1213 Douglas County IGA Leachate 6th Extension
 - 1. Read by Title Only—*Cindy Sarti, City Recorder*
 - 2. Staff Report—*Chris Sherlock*
 - 3. Comments from the Audience (3 minutes each speaker)
 - 4. Council Action
 - C. Resolution No. 26-1214 Highway 42 Sewer Project Grant Agreement
 - 5. Read by Title Only—*Cindy Sarti, City Recorder*
 - 6. Staff Report—*Thomas McIntosh*
 - 7. Comments from the Audience (3 minutes each speaker)
 - 8. Council Action
- VII. Non-Agenda Items from Council**
- VIII. Good of the Order**
 - A. Check Copies
 - B. Claims in Excess of \$500

IX. Announcements

- City Council Meeting, Feb. 2nd 7pm; City Hall
- Coffee with Christie, Feb. 7th 10am-12pm; City Hall
- City Council Workshop, Feb. 9th *Tentative*; City Hall
- Park Board Meeting, Feb. 10th 4pm; City Hall
- Economic Development Meeting, Feb. 11th Noon; City Hall
- Chamber of Commerce, Feb. 12th 6pm; City Hall
- City Council Meeting, Feb. 16th 7pm; City Hall
- Planning Commission Meeting, Feb. 18th 5:30pm; City Hall

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

XI. 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.



Park Board 2026

Park Board Meeting Minutes
January 13, 2026 4:00 pm
Winston City Hall

1. Call to Order:

The meeting was called to order at 4:04 pm.

Roll Call

Jack Holland, President	Onikka Driscoll
Raeann Rutledge, Secretary	Ernest Bramucci
Deb DeMasters, Public Works	

2. Minutes

The minutes have been read by all present. Onikka made a motion to approve the minutes. Ernest 2nd the motion. All in favor. Motion passed.

3. Guests

Levi Zundel-541-680-1641

addressed the board and presented his concept for a nonprofit music festival at Riverbend Park titled Southern Oregon Can Jam. Entry would be two cans of food or a \$25 donation.

The proposed timeframe is 12:00 PM to 10:00 PM. with approximately five to seven bands, geared toward a younger audience. A tentative date of May 2 was discussed, with consideration of other May dates due to weather concerns.

There will be no alcohol and no vendors, besides possible food trucks. The skate park would be incorporated. Levi previously hosted a similar event in Medford with approximately 200 attendees, raising \$1,000 for food donation.

Levi will return to the next Park Board meeting with a confirmed date and a request for reduced park and stage rental fees.

4. Old Business

A. Create binder for Bench Standards. Jack is personally working on this and will bring binder to next Park Board meeting.

5. New Business

A. Rental Time slots are beginning to fill up for baseball practice on the fields at Riverbend Park for the 2026 season. As a reminder, last year we were able to accommodate 9 teams and brought in \$1000 as opposed to a couple hundred a year, in the few years prior.

B. Terms. Onikka, Jason and Clay need to fill out new Public Volunteer Forms which Deb provided.

6. Public Works None.

7. Other None.

Next Meeting: February 10, 2026, 4:00pm. **Location:** Winston City Hall

Meeting Adjourned 4:37pm

Raeann Rutledge, Secretary

CITY OF WINSTON
ECONOMIC DEVELOPMENT

January 14, 2026 12PM
Winston City Hall
541.679.6739

Minutes

I. CALL TO ORDER By Valynn Currie, Chairman .

Board members present were, Steve Johnson, Kem Todd, Dave Carlton and Valynn Currie. Steve moved to approved the minutes for November and December, Kem seconded. Passed. Guests: David Cunningham, Landon Stevens, Teri Fink, Don Cook, and Lucy Tripp.

II. Comments from the Audience

We have an approved new member, Michael Schneider.

III. Committee Reports

1. Community Development- Landon Stevens, city planner, reported that city approved the 20 lot development on Logan Street. Tokay project of 23 lots is approved. Sidewalks for Cary Street for Safe Schools grant is being proposed. Mike Kelly has made application for zone change on apartment complexes on Brockway early stage will take approximately 6 months for zone change..Goal setting will be set up for later in Spring. URA is getting a new attorney. URA has approximately 300k for grants for facades. There is a workshop on changing light poles to LED. There are 303 lights. Looking at grant from Energy Trust.

Chamber has new director Megan Larson. There will be a meeting Jan 15 at 6 pm in annex. No 1st Citizen banquet this year. Shannon will be communications liaison.

Newsletter needs articles by the 3rd Tuesday. The City and WACP will meet regarding the different committees; Festival, Food Bank, Library, Meals on wheels, VFW, Boy Scouts, and Seniors. .

IV. OLD BUSINESS- Lucy Tripp put in application for Economic Development Board.. David Herd is going to court regarding the cease and desist letter.

V. NEW BUSINESSES-B&S Auto has a new RV Supply Store..

VI. GOOD OF THE ORDER

Pitch nights are being set up with Partnership and SBDC. The colors on Antique mall were mentioned. The Partnership hired Brandi Maderos for operations. They are pivoting to be for resources..

VII. ADJOURNMENT

Kem moved to adjourn, Dave Seconded, passed. Next meeting will be February 11, 2026 at noon.

Winston- Green WWTF Monthly Numbers

December 2025

General

1.) Plant Flow (MG)	<u>2025</u>		<u>2024</u>	
<i>Winston</i>	27.75	48%	39.53	49%
<i>Green</i>	29.83	52%	40.32	51%
<i>Rainfall</i>	6.16		9.14	

2.) Leachate

WWTF:	115,500	2,095,500
Ingram:	973,500	
Total:	1,089,000	2,095,500

3.) Storing Bio-Solids

Monthly Notes

- Gravity Belt Flow Meter fixed with Ebay parts
- New Water meter installed for facility
 - Thank you GAWSA
 - This will allow the facilities fire hydrant to work properly if needed
- Worked on deragger systems for pumps 1 & 3
- Both stormwater samples taken
- Backwash pumps 1 & 2 taken in and rebuilt at HPS
 - They are back and installed
- Removed and cleaned sump pumps in dry well
- Due to the dry year we just now ,12-18-25, put flow to both primary and secondary clarifiers
- Process change to Aeration basin to accommodate winter flows
- Call Out
 - Influent pump 3 VFD failure
 - This failure was caused by the a fault inside the VFD. It thinks the pump is running high amps and therefore shutting itself off. The New VFD's have been ordered

Winston-Green WWTF

December 2025

SYSTEM CLASSIFICATION: IV
COUNTY: DOUGLAS

PERMIT # 100554

FILE # 98400

DATE	TOTAL FLOW MGD	INF PH	INF BOD mg/l	INF SS mg/l	NH3 N EFF	EFF PH	EFF TEMP MAX	EFF BOD mg/l	% REM BOD	LBS BOD DIS	EFF SS mg/l	% REM SS	LBS DIS SS	CL2 RES mg/l	CL2 USED GAL.	CL2 USED LBS	ECOLI COL	BIOSOLIDS			RAIN FALL inches
																		LAND gallons	DRYING BEDS	gallons	
1	1.023	7.5	357	423	28.60	7.9	18.0	6.8	98%	58	6.4	98%	55	0.04	266	17.7	2.0				
2	1.024	7.6				7.9	18.1							0.05	266	17.7					
3	1.062	7.2				7.7	17.8							0.06	268	17.9					
4	1.018	7.4				7.7	17.9							0.03	266	17.7					
5	1.083	7.5	295	315	23.37	7.8	18.0	11.4	96%	103	6.4	98%	58	0.08	269	17.9					0.23
6	1.084	7.4				7.7	17.9							0.06	270	18.0					0.01
7	1.168	7.3				7.7	18.0							0.06	277	18.5	<1				0.01
8	1.132	7.6	331	386	24.50	7.8	18.2	8.1	98%	76	7.8	98%	74	0.06	274	18.3	7.4				
9	1.020	7.4				7.9	18.1							0.03	266	17.7					
10	1.021	7.3	304	316		7.7	18.0	21.4	93%	182	7.2	98%	61	0.03	266	17.7					
11	0.980	7.3				7.6	18.2							0.02	263	17.5					
12	1.045	7.4	363	508	30.00	7.7	17.7	8.2	98%	71	6.0	99%	52	0.08	268	17.9					0.02
13	1.037	7.4				7.8	17.4							0.05	266	17.7					0.01
14	1.087	7.4				7.6	17.5							0.03	271	18.1	1.0				
15	1.094	7.6	345	409	26.20	7.8	17.9	9.4	97%	86	6.8	98%	62	0.02	271	18.1	20.9				0.25
16	1.104	7.5				7.8	17.9							0.02	272	18.1					0.34
17	1.766	7.7	345	433	26.30	7.7	17.4	21.8	94%	321	8.8	98%	130	0.03	321	21.4					0.36
18	1.612	7.5				7.6	16.9							0.03	310	20.7					0.99
19	3.935	7.3	269	332		7.2	16.0	8.1	97%	266	5.0	98%	164	0.02	402	26.8					0.79
20	2.289	7.4				7.4	16.2							0.02	360	24.0					0.05
21	3.268	7.3				7.4	16.2							0.03	381	25.4					0.82
22	2.717	7.4	145	190	8.00	7.5	15.9	15.8	89%	358	14.8	92%	335	0.04	578	38.6	50.5				0.02
23	2.144	7.5	158	183	15.10	7.5	15.9	6.4	96%	114	10.6	94%	190	0.09	624	41.6	35.4				0.12
24	4.094	7.3				7.4	15.2							0.09	760	50.7					1.05
25	2.943	7.4				7.5	15.4							0.08	714	47.6					0.16
26	3.851	7.4				7.6	15.3							0.07	748	49.9					0.88
27	3.402	7.2				7.3	14.9							0.09	763	50.9					0.04
28	2.596	7.2				7.4	15.2							0.09	675	45.0	3.1				
29	2.211	7.3	155	180	9.44	7.5	15.3	10.1	93%	186	13.8	92%	254	0.06	632	42.2	<1				
30	1.946	7.4				7.7	15.2							0.06	602	40.2					
31	1.806	7.5	213	253	14.20	7.7	15.3	10.2	95%	154	6.8	97%	102	0.05	587	39.2					0.01
TOT	57.562									1,976			1,537		12,756	851.07					6.16
MAX	4.094	7.7	363	508	30.00	7.9	18.2	21.8	98%	358	14.8	99%	335	0.09	763	50.91	50.5				1.05
MIN	0.980	7.2	145	180	8.00	7.2	14.9	6.4	89%	58	5.0	92%	52	0.02	263	17.55	<1				0.01
AVG	1.857	7.4	273	327	20.57	7.6	16.9	11.5	95%	165	8.4	97%	128	0.05	411	27.45	5				0.32

I certify that I am familiar with the information
contained in this report and that to the best of my
knowledge such information is true, complete
and accurate.

Christopher W. Sherlock
SUPERINTENDENT T IV

PERMIT LIMITS: 2.35MGD, pH 6.0 to 9.0, BOD TSS Conc-30 monthly/45weekly, Mass BOD TSS 1200 daily/880 weekly/590 monthly, EC/126 monthly



RESOLUTION NO. 26-1213

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO ENTER INTO THE SIXTH EXTENSION OF THE DOUGLAS COUNTY LEACHATE AGREEMENT #30000175.

WHEREAS the city of Winston and the Green Area Water and Sanitary Authority co-own a wastewater treatment plant; and,

WHEREAS the City of Winston, and the Green Area Water and Sanitary Authority along with Douglas County have been under agreement to treat Douglas County's leachate for several years and entered into a new and updated leachate agreement on or around January 6, 2020; and,

WHEREAS like the old agreement, the new agreement is on an annual basis, and it is time to enter into the sixth extension; and,

WHEREAS all parties wish to enter into the sixth extension of the agreement.

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 sixth extension of Douglas County Leachate agreement #30000175. The new term is extended to January 13, 2026. The agreement is attached hereto and incorporated by reference.

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

ADOPTED BY THE CITY OF WINSTON OREGON, CITY COUNCIL ON THIS 20TH DAY OF JANUARY 2026.

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

Christie Knutson, Mayor

Attest:

Cindy M. Sarti, City Recorder



Staff Report

WWTF 26-01

Date: January 13, 2026

Prepared by: Christopher Sherlock

Title: **LEACHATE TREATMENT AGREEMENT 30000175 EXTENSION 6**

Background: Currently approximately 81% of the leachate Winston-Green receives has already been treated by an on-site system at the landfill and then is trucked to a dump station on Ingram Road. The remaining 19% of the leachate that Winston-Green receives is Untreated and is brought directly to the facility and discharged into storage tanks where wastewater staff then meters it through our facility for treatment. This untreated leachate that we receive is usually during large rain events for only a few months out of the year. It is expected that in the upcoming year that the amount of untreated leachate we receive will decrease due to refinements being made at the Leachate Treatment facility. Since Douglas Counties leachate treatment facility came online staffs' involvement in the treatment of leachate has drastically decreased along with a significant decrease in the treatment load that is put on Winston-Green. This extension is through December 31st 2026.

Recommendation: Staff recommends City Council approve the Leachate Extension Number 6.

Financial Impact: The current rate charged is \$0.02 per gallon for both treated and untreated leachate. In addition, there is a fee of \$850 per month for laboratory costs associated with testing ammonia. This amount is split between The City of Winton and Green Area Water and Sanitary Authority.

Winston-Green Wastewater Treatment Facility Treatment Cost

Fiscal Year	Annual Operating		Actual		Annual Debt Service	Cost/Gallon (Budget)	Cost/Gallon (Actual)	Leachate Flow		Leachate Revenue	Lowered Running Cost by %	Treated gal cost covered by leachate revenue		Verified
	Budget	Operating	Cost					(Gallons)	% Flow					
2019-2020	\$1,231,576	\$842,498	\$268,876			\$0.00281	\$0.00208	4,885,500	0.00916	\$107,910	12.8%			
2020-2021	\$1,286,412	\$1,045,935	\$268,876			\$0.00285	\$0.00241	4,900,500	0.008967	\$108,210	10.3%	44,978,376		8.2%
2021-2022	\$1,333,502	\$1,073,115	\$268,876			\$0.00270	\$0.00226	5,714,500	0.009614	\$124,490	11.6%	55,138,586		9.3%
2022-2023	\$1,328,080	\$964,036	\$268,876			\$0.00252	\$0.00194	10,242,250	0.016151	\$215,045	22.3%	110,609,218		17.4%
2023-2024	\$1,897,521	\$1,173,158	\$268,876			\$0.00309	\$0.00206	10,460,800	0.014935	\$219,416	18.7%	106,574,320		15.2%
2024-2025	\$1,912,021		\$268,876			\$0.00312	\$0.00038	11,264,000	0.016090	\$235,480	#DIV/0!			

The 2 cells highlighted in yellow are missing data. 2019-2020 I do not have an accurate Personnel cost so I calculated it from the year prior. And I am missing the final costs from the 2024-2025 year.



RESOLUTION NO. 26-1214

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF OREGON THROUGH THE OREGON BUSINESS DEVELOPMENT DEPARTMENT TO EXPEND GRANT AWARD FUNDING IN THE AMOUNT OF \$946,700 FOR THE HIGHWAY 42 SEWER PROJECT.

WHEREAS The City of Winston applied and gained approval of grant funding; and,
WHEREAS the Oregon State Capital Funding grant program offers financial assistance to cities with infrastructure deficiencies; and,
WHEREAS the city applied for funding that would assist in extending the Highway 42 sewer line to open new development potential; and,
WHEREAS the state awarded the City of Winston with \$946,700 executed by Oregon House Bill 5006.

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 the State of Oregon through Business Oregon to expend grant award funding in the amount of \$946,700, as outlined in Staff Report No. 26-01, attached hereto, and incorporated by reference.

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

ADOPTED BY THE CITY OF WINSTON OREGON CITY COUNCIL ON THIS 20TH DAY OF JANUARY 2026.

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

Christie Knutson, Mayor

Attest:

Cindy M. Sarti, City Recorder

GRANT AGREEMENT

Project Name: Abraham & Highway 42 Sewer Improvements

Project Number: C2025633

This grant agreement ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department ("OBDD"), and City of Winston ("Recipient") for financing of the project referred to above and described in Exhibit B ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

This Contract less any exhibits	
Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

Pursuant to Oregon Laws 2025, Chapter 628, Section 159(5) (the "Act"), OBDD is authorized to make an award from the General Fund ("Fund") to assist in financing the costs of completing the Project.

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

Estimated Project Cost: \$3,096,162.

Grant Amount: \$946,700.

Project Close-Out Deadline: 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

Project Completion Deadline: 36 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE

OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the "Grant") in an aggregate amount not to exceed the Grant Amount.

A. Conditions Precedent. OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:

- (1) This Contract duly signed by an authorized officer of Recipient; and
- (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.

B. Notwithstanding the above, the aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the

Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request"). No funds shall be disbursed for construction activity until Recipient demonstrates to OBDD that final design is complete and regulatory approvals have been secured.

- B. Financing Availability. OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminate on the Project Close-out Deadline.
- C. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) OBDD, in the reasonable exercise of its administrative discretion, and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 4 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.
- D. Misexpended or Unexpended Grant Moneys. Any Grant funds disbursed to Recipient, and any interest earned by Recipient on the Grant funds, that are not used according to this Contract, or that remain unexpended after the Project Completion Deadline, the date the Project is completed, or the date that this Contract is terminated shall be immediately returned to OBDD.

SECTION 5 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1.

B. Organization and Authority.

- (1) Recipient is a Municipality, and validly organized and existing under the laws of the State of Oregon.
- (2) Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
- (3) This Contract has been authorized by an ordinance, order or resolution of Recipient's governing body that was adopted in accordance with applicable law.
- (4) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with their terms.

C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit B and Exhibit C, is true and accurate in all respects.

D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

E. No Defaults.

- (1) No Defaults or Events of Default exist or occur upon authorization, execution or delivery of this Contract.
- (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Compliance with Tax Laws. Recipient certifies that to the best of its knowledge it is not in violation of any state taxes administered by the Department of Revenue under the tax laws of this state and local taxes administered by the Department of Revenue under ORS 305.620. For purposes of this Contract, Oregon tax laws do not include ad valorem property taxes collected by counties.

H. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Project.

SECTION 6 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

- A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.
- B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the road, water, and waste water systems of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) Oregon Tax Laws, (as defined in Section 5G.).
 - (2) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C.
 - (3) Prevailing Wage Requirements.
 - (a) Recipient 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 USC 3141 *et seq.*).
 - (c) Notwithstanding (3)(a) and (3)(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 (3)(a) or (3)(b) above.
 - (d) When PWR applies, Recipient 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, Recipient 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, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Financing Proceeds under this Contract.
 - (f) Pursuant to ORS 279C.817, Recipient 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.

- C. Project Completion Obligations. Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
 - (2) Provide a copy of the bid tabulation and notice of award to OBDD within ten (10) days after selecting a construction contractor.
 - (3) Permit OBDD to conduct inspection of the Project at any time.
 - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (6) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient's certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion.
 - (7) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. The Project will be owned by Recipient for not less than ten years following the Project Close-Out Deadline.
- E. Operation and Maintenance of the Project. Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements for not less than ten years following the Project Close-Out Deadline. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. For a period of not less than ten years following the Project Close-Out Deadline, Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from exerting a defense against any party other than OBDD, including a defense of immunity.
- G. Sales, Leases and Encumbrances. During the Project and for a period of not less than ten years following Project Close-Out Deadline, except as specifically described in Exhibit B (Project Description), Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient.
- H. Books and Records. Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

- I. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. Recipient shall supply any related reports and information as OBDD may reasonably require.
- J. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of ten years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- K. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- L. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, veteran-owned businesses, and emerging small businesses...” OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- M. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for any construction design for the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- N. Notice of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- O.
- (1) Contributory Liability and Contractor Indemnification—Tort Claims.
- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a party to this Contract (the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party

Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regards to the Third-Party Tort Claim.

If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (b) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Contractor Tort Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

(2) Indemnity; Release—Claims Other Than Torts.

- (a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section 60.(1) above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, the Project, PWR or Davis-Bacon Act requirements, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the U.S. Department of Labor, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, contractors, or agents.
- (b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this Section are not to be construed as a waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages

provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.

SECTION 7 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section 7, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 8 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
 - (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements of Financing Proceeds under the Contract.
 - (2) Barring Recipient from receiving future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
 - (5) Terminating the Contract.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to Section 8A. will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in Section 7 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 9 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
 - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:
- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
 - (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.
- D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.
- Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 310
Salem, OR 97301-1280

If to Recipient: City Manager
City of Winston
201 NW Douglas Blvd
Winston, OR 97496

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.
- I. Choice of Law; Designation of Forum; Federal Forum. 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 Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract 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.

Notwithstanding the prior paragraph, 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 paragraph 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 paragraph 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.

- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department



CITY OF WINSTON

By: _____
Edward Tabor, Infrastructure &
Program Services Director

By: _____
Thomas McIntosh, City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ David Berryman per email dated 03 November 2025
David Berryman, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Financing Proceeds” means the proceeds of the Grant.

“ORS” means the Oregon Revised Statutes.

“Project Completion Date” means the date on which Recipient completes the Project.

EXHIBIT B - PROJECT DESCRIPTION

Recipient will, with the assistance of a registered engineer licensed in Oregon, prepare final design plans and construct sewer improvements at Abraham Avenue and Highway 42 in the City of Winston, Oregon. The final design plans will include specifications and construction documents that must be approved by the Oregon Department of Environmental Quality and submitted to OBDD. Construction will include but is not limited to:

- Installation of approximately 1,969 lineal feet of 12” high density polyethylene (“HDPE”) pipe.
- Installation of approximately 1,102 lineal feet of 24” HDPE pipe.
- Installation of approximately 1,565 lineal feet of 18” HDPE pipe.
- Installation of approximately 2,260 lineal feet of 6” HDPE force main pipe.
- Installation of approximately 20 manholes.
- Construction of a pump station.

EXHIBIT C - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Estimated Budget
Design / Engineering	\$303,900	\$0
Construction	\$642,800	\$1,895,620
Construction Contingency	\$0	\$253,842
Total	\$946,700	\$2,149,462



DOLE COALWELL

ATTORNEYS

Serving Douglas County Since 1913

Jeff Mornarich • Jason Montgomery • Jim Forrester • Webb Kittinger
Micah Hotovec • Ashley Stewart

January 14, 2026

Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 310
Salem, Oregon 97301

Re: Legal Counsel's Concurrence Letter – City of Winston, Oregon
Grant Agreement with the Oregon Business Development Department

To Whom it May Concern:

We have acted as legal counsel to the City of Winston, Oregon, an Oregon municipal corporation (the "City" or "Borrower"), in connection with the execution and delivery of Abraham & Highway 42 Sewer Improvements Grant Agreement Project Number C2025633 (the "Grant Agreement") between the City and the State of Oregon, acting by and through its Oregon Business Development Department ("OBDD") (the "Lender"). This opinion is delivered at the request of the City and in accordance of the Grant Agreement.

In rendering this opinion, we have examined such documents as we have deemed necessary or appropriate, including, without limitation: (a) the Grant Agreement; (b) the City Council's resolutions authorizing execution and delivery of the Grant Agreement and related documents; (c) the City's Charter and pertinent provisions of the Oregon Revised Statutes; and (d) such other documents and certificates of public officials as we have deemed necessary for the purposes of this opinion.

Based upon the foregoing and subject to the qualifications set forth below, we are of the opinion that:

- (a) The City of Winston is a duly organized and validly existing municipal corporation of the State of Oregon, with full legal right, power, and authority to execute, deliver, and perform its obligations under the Grant Agreement.
- (b) The Grant Agreement has been duly authorized, executed, and delivered on behalf of the City by its authorized officers. All necessary approvals, consents, and other actions required to be obtained or taken by the City in connection with the execution, delivery, and performance of the Grant Agreement have been duly obtained or taken. The Grant Agreement constitutes a valid and binding obligation of the City, enforceable against it in accordance with its terms, subject to the application of laws relating to bankruptcy, insolvency, reorganization,

moratorium, and other laws affecting creditors' rights generally, and to the exercise of judicial discretion in accordance with general principles of equity (whether considered in a proceeding at law or in equity).

- (c) To the best of our knowledge, the execution, delivery, and performance of the Grant Agreement by the City do not and will not violate any provision of the Oregon Constitution, the Oregon Revised Statutes, the City's Charter, or any existing judgment, decree, or order of any court or administrative agency having jurisdiction over the City, nor do they conflict with or result in a material breach of any agreement or instrument to which the City is a party or by which its property is bound.
- (d) This opinion is rendered solely for the benefit of the State of Oregon, Oregon Business Development Department, in connection with the Grant Agreement and the transactions contemplated therein. It may not be relied upon by any other person or entity without our prior written consent, except as may be required by law or regulation.

This opinion is limited to the laws of the State of Oregon and the federal laws of the United States of America applicable thereto. We express no opinion as to the laws of any other jurisdiction. This opinion is rendered as of the date first written above, and we assume no obligation to update or supplement it to reflect changes in law or fact occurring after the date hereof.

Please accept this letter as our formal concurrence and confirmation of the foregoing legal opinions.

Respectfully submitted,

DOLE COALWELL



James N. Forrester

JNF/cs
cc: client



Staff Report

26-01

Subject:	Resolution authorizing the City Manager to enter agreement with Business Oregon to complete the Highway 42 sewer project.
Date:	January 20, 2026
Prepared by:	Thomas McIntosh, City Manager
Title:	Highway 42 Sewer Project Grant
Background:	Staff applied for the Oregon State Capital Funding Grant in May of this year to help finance the extension of the Highway 42 sewer line southwest towards Brockway Store. After working closely with state representative Boice and senator Smith, award funding was granted in the amount of \$946,700.
Analysis:	The primary reason for the funding is to help fund the sewer line extension on State Highway 42. Horizontal directional drilling will be required along with the installation of a wastewater pump station in a location appropriate to allow flow to be pushed in the right direction. The lift station will likely fall on the developer to complete, however the extension of the utilities can potentially be completed with this grant funding.
Recommendation:	Approve Resolution No. 26-1214
Financial Impact:	Budget increase in the sewer fund of \$946,700.