



City Council Meeting
March 2, 2026, 7:00 pm
City Hall Council Chambers
201 NW Douglas Blvd.
541.679.6739 info.

Agenda

- I. Call to Order**—*Christie Knutson, Mayor*
 - A. Pledge of Allegiance
 - B. Roll Call
 - C. Adjustments to the Agenda
- II. Consent Agenda**
 - A. Approval of Council Minutes
 1. January 5, 2026
 2. January 20, 2026
 3. February 17, 2026
- III. Comments from the Audience**—*anyone wishing to discuss items not covered on this agenda is welcome to address the City Council as a whole. Please state your name and address for the record. Each speaker will be given a maximum of 3 minutes. Speakers may not defame, intimidate, or use profanity or personal affronts. The Council reserves the right to delay action until they have full information on the issue.*
- IV. Reports: Boards, Commissions, Committees and Schools**
 - A. Douglas High School
 - B. Winston Area Chamber of Commerce—*Teresa DeWald, President*
- V. Department Reports**
 - A. Public Works—*Andy Howell, Superintendent*
 - B. Community Development/Administration - *Thomas McIntosh, City Manager*
- VI. Old Business**
- VII. New Business**
 - A. New Business Licenses
 1. Clutter-Crew—*Elizabeth Murphy, Owner*
 - B. Resolution No. 26-1216 IGA Douglas County Communications
 1. Read by Title Only—*Cindy Sarti, City Recorder*
 2. Staff Report—*Chief Sarti*
 3. Comments from the Audience (3 minutes each speaker)
 4. Council Action
 - C. Resolution No. 26-1217 Economic Opportunities Analysis Grant Agreement
 1. Read by Title Only—*Cindy Sarti*
 2. Staff Report—*Thomas McIntosh*
 3. Comments from the Audience (3 minutes each speaker)
 4. Council Action

D. Resolution No. 26-1218 Notice of Award – Siphon Project

1. Read by Title Only—*Cindy Sarti*
2. Staff Report—*Andy Howell*
3. Comments from the Audience (3 minutes each speaker)
4. Council Action

VIII. Upcoming Agenda Items

Red Barn Dispensary Business License—*Roland Todd Thiess, Owner*

IX. Non-Agenda Items from Council

X. Good of the Order

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

XI. Announcements

- March 6th at 4:30 K9 Nike Retirement Ceremony; Community Center
- March 7th 10-noon Coffee with Christie; City Hall
- March 8th Daylight Savings Time Begins—SPRING AHEAD those clocks one hour.
- March 10th at 4 Park Board; City Hall
- March 11th at 11 FOWL; Winston Library
- March 11th at noon Economic Development; City Hall
- March 11th at 5:30 Planning Commission; City Hall
- March 16th at 7 City Council Meeting; City Hall

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

XIII. Adjournment

AMERICANS WITH DISABILITIES NOTICE

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



City Council Meeting
January 5, 2026, 7:00 pm
City Hall Council Chambers
201 NW Douglas Blvd.
541.679.6739 info.

Minutes

The meeting was called to order by Mayor Christie Knutson at 7 o'clock. Councilors Dave Cunningham, Allen Hobson, Nick Wiggins, and Dorie White were all present. Add item VII (D), request for appointment to the Economic Development Committee, Michael Schneider. Also add Executive Session (g). Approximate length (5) minutes

Approval of Council Minutes

1. December 1, 2025
2. October 6, 2025, Workshop
3. November 3, 2025

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

Acceptance of Minutes for Boards and Committees

1. Traffic and Public Safety, April 28, 2025
2. Economic Development, December 10, 2025

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

Cheryl Star, Lookingglass Rd., displayed concerns regarding a young child being hit by a car at the bus stop (Plum & Apollo). Star has complained about this before and has petitioned for streetlights in the past. Chief Sarti stated the accident took place on Apollo Ct. but agreed that the area is dangerous. City manager, Thomas McIntosh, will pursue a traffic study and look into lighting in the area. Councilor Cunningham would like to know what can be done. McIntosh has no solution for now stating that Lookingglass Road needs to be studied. The chief mentioned forwarding the matter to the Traffic and Public Safety Committee. Cunningham compared the issue to the one near the middle school at Thompson and Grape.

Corin Whittmore, AARP tax aide, asked for permission to use space at City Hall for the upcoming tax season. The group provided assistance to more than 400 taxpayers last year. There is no age limit or income requirements to utilize the free service. McIntosh stated that a motion would not be necessary, since the space they would be occupying is not listed on the fee schedule.

Economic Development for December 10, 2025—*Dave Cunningham, Liaison*

Cunningham thanked staff for saving \$1million on the Abraham Trunkline Extension project.

Friends of the Winston Library for December 10, 2025—*Allen Hobson, Liaison*
The meeting was short. There are 2 prospective volunteers for the board. STEAM event was successful with participation from Riddle and UCC.

Community Development—*Landon Stevens, City Planner*
Highlights of 2025 include:

- 84 Buildable Lots
- Municipal Code Updates
- 31 Newly Established Businesses
- Website Upgrades
- More than 90 Planning Clearance Worksheets submitted for various commercial and residential projects.

Upcoming events include island annexations to include 8 lots. The Economic Opportunities Analysis grant has been awarded, and Ryan Short has submitted the final plat for phase two of the Rolling Meadows subdivision on Winston's east side.

Police—*Brandon Sarti, Chief of Police*

An engine has blown in one of the cruisers. A sexual predator sting resulted in 6 suspects being apprehended. The department intends to participate in such stings twice per year in the future. Police drones are being used to inspect city infrastructure putting them towards uses other than those relevant to enforcing the law. Other drone operations are occurring around the county and several incidents have ended matters safely. The department plans more training focusing on the mentally ill and SWAT operations. The Law Enforcement Appreciation banquet honoring officers of the year for multiple agencies will be held at the fairgrounds on February 20th. The code enforcement official will provide a report at the next city council meeting. The evidence room will be the final component to the department gaining accreditation. ELTS conference will be at Seaside next week.

Administration—*Thomas McIntosh, City Manager*

There is no rush to address Business Oregon as it cannot be funded until the next fiscal year. The next council meeting will be on Tuesday, Feb. 17th since the 16th falls on President's Day, and city offices will be closed. The next Small Cities meeting will be held in Grants Pass covering grant opportunities. There will be a council workshop on January 12th regarding grant opportunities available. The RV parks have begun to pay sewer by space now and have been designated as long-term stay facilities.

New Business Licenses

1. Superior Sewing Service—*Larry Reeves*
2. Troy Bryan Photography—*Troy Bryan*

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

A Council workshop was scheduled for January 12, 2026, on Grant Opportunities.

Resolution No. 26-1213 Douglas County IGA Leachate 6th Extension

1. Read by Title Only—*Cindy Sarti, City Recorder*
2. Staff Report—*Thomas McIntosh*
3. Comments from the Audience (3 minutes each speaker)

4. Council Action

Motion by Hobson to table until January 20th while fees are reviewed; second by Cunningham. Unanimous.

Request for Appointment to Economic Development and Budget Committees, Michael Schneider

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

Councilor Wiggins will be on vacation during the February 2nd council meeting.

Announcements

- Chamber of Commerce monthly board meeting, Jan. 8th 6pm; City Hall
- Park Board, Jan. 13th at 4; City Hall
- Economic Development, Jan. 14th at noon; City Hall
- Friends of the Winston Library will not meet in January
- Planning Commission, Jan. 14th 7pm; City Hall
- Urban Renewal Agency, Jan. 15th at 5:30; City Hall
- Monday, January 19th, Martin Luther King Jr. Day—**City offices will be closed.**
- Tuesday, Jan. 20th, City Council meeting, 7pm; City Hall

Executive Session—*Pursuant to ORS 192.660 (2) (a), to consider the employment of a public officer, employee, staff member, or individual agent.* Approximate time: 5 minutes.

Break for executive session, 8:30.

Adjournment

Reconvene after executive session, 8:37. Meeting adjourned. Respectfully submitted by Cindy Sarti, City Recorder.

Christie Knutson, Mayor

Attest:

Cindy Sarti, City Recorder



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

Minutes

The meeting was called to order at 7 o'clock by Mayor Christie Knutson. Councilors Dorie White, Allen Hobson, and Dave Cunningham were in attendance. Nick Wiggins was absent. Staff member Cindy Sarti was absent. Replace with Lacy Carlile.

Park Board for January 13, 2026—*Dori White, Liaison*

Concept of non-profit music festival proposed using canned food and other donations to fund and stock the local food pantry. Bench standards are still being contemplated. Rental slots for the baseball fields are filling up. 9 teams were accommodated last year.

Economic Development for January 14, 2026—*Dave Cunningham, Liaison*

Potential candidate for board member. The Chamber has a new executive director.

Wastewater Plant—*Chris Sherlock, Superintendent*

The facility is difficult to operate during low flows. A 50 + year old water meter has been replaced and upgraded from 2" to 6" allowing the facility to flush lines and have working hydrants.

Public Works—*Andy Howell, Superintendent*

Bid opening for the siphon project will be January 29th with a mandatory pre-bid meeting on the 6th. There will be emergency mainline repair in the Bimart area due to a failing line. The Community Center is also seeing relief in the monthly water bill due to recent meter replacement and downgrading to a two-inch meter. The city is saving roughly \$400/month. The walk-in freezer in the community kitchen is not being utilized. The cost to run the freezer is approximately \$200/month. Thoughts are to replace it with an upright to save money.

Administration—*Thomas McIntosh, City Manager*

Local non-profits have been contacted to gather and network with each other once a month. The group is growing and a potential project is already in the making with the idea of a community garden at Community Park. The group meets monthly on the 3rd Thursday of each month. The city has been contacted by the water district to begin contract negotiations for their franchise agreement which is coming up for renewal in October.

A Council Workshop was scheduled for February 9th – Budget Analysis

Resolution No. 26-1213 Douglas County IGA Leachate 6th Extension

1. Read by Title Only—*Lacy Carlile*
2. Staff Report—*Chris Sherlock*
3. Comments from the Audience (3 minutes each speaker)
4. Council Action

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

Resolution No. 26-1214 Highway 42 Sewer Project Grant Agreement

1. Read by Title Only—*Lacy Carlile*
2. Staff Report—*Thomas McIntosh*
3. Comments from the Audience (3 minutes each speaker)
4. Council Action

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

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

There being no further business, the meeting was adjourned. 7:50. Respectfully submitted by Cindy Sarti, City Recorder.

Christie Knutson, Mayor

Attest:

Cindy Sarti, City Recorder



City Council Meeting
February 17, 2026, 7:00 pm
City Hall Council Chambers
201 NW Douglas Blvd.
541.679.6739 info.

Minutes

The meeting was called to order at 7 o'clock by mayor Christie Knutson. Councilors Dorie White, Allen Hobson, Dave Cunningham, and Nick Wiggins were also in attendance. Staff present were city manager Thomas McIntosh, police chief Sarti, code enforcement official Dana Parker, wastewater treatment facility superintendent Chris Sherlock, and city recorder Cindy Sarti. Add item VII B (9) Clay Caldwell reappointment to Park Board. Lt. Stiffler prepared the staff report for item VII (C). Remove item VII (D), letter to the governor.

Acceptance of Committee Minutes

1. Economic Development
2. Park Board

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

Brook Bustrum, 184 Danielle Dr. was recently voted in as president of the Douglas High School Booster Club. There will be a lu'au on May 30th. Check out the DHS webpage for more information.

Economic Development for February 11, 2026—*Dave Cunningham, Liaison*
Councilor Cunningham reviewed minutes from the last meeting. The meeting had an impressive attendance.

Park Board for February 10, 2026—*Dorie White, Liaison*
There was discussion regarding the Community Garden and other suggestions for park projects including a dog park and upgrades to existing playground equipment.

Recommendations from the Board
Park fees waiver for a community fundraising event at Riverbend Park
Motion to waive \$300 fees by Cunningham; second by Wiggins. Unanimous.

Community Unity—Community Garden proposal for Community Park
A motion to move forward with looking more into the community garden proposal was made by Cunningham; second by Wiggins. Unanimous.

Friends of the Winston Library Executive Director Report—*Paula Fetzer, Ex. Director*

Fetzer brought handouts for STEAM, and the current financial report. Some programs are facing elimination due to UCC budget shortfalls.

Wastewater Plant—*Chris Sherlock, Plant Superintendent*

Aging blower-related equipment has failed, and replacement is no longer available. Corrosion was found in the digester. We are waiting for the permit and appropriate time to move forward with a facilities maintenance plan. Improvements are slated for the next fiscal year. Any grants available would be through the state's clean water revolving fund.

Police

A significant amount over overtime was expended during a response for a drive-by shooting incident. K9 Nike is set to retire on March 6th. There will be a ceremony honoring his 8 years of service at the community center. Chief Sarti said he will always support the K9 program if he has an officer willing to commit 100%. Nike will retire to his handler's control, officer Blake Cordell, where he will participate in future awareness activity events sponsored by Friends of the Umpqua Valley Police K9 program. The chief showed his frustration at a recent meeting of Douglas County Cares and has severed ties with the agency. Moving forward with Aviva Health. The annual law enforcement appreciation banquet is coming up on the 20th. It will be the 50th annual event hosting 10 agencies. Still moving forward with accreditation program and working on a self-sustaining court system.

Code Enforcement Report—*Dana Parker, Code Enforcement Officer*

Parker reviewed progress for 2025 including the enforcement of the city's chronic disorderly property ordinance. The property is located on Darrell and has currently been cleaned up and sold. Numerous homeless camps were posted with a 72-hour notice of removal. The code enforcement official also serves as court security and has beefed up requirements for entering the courtroom. 371 Cary has been cleaned up at a cost to taxpayers of \$3,900.

Administration—*Thomas McIntosh, City Manager*

Notice is out for sewer repairs around Bimart. Feb. 23rd is the soonest a contractor could be available. Cradar will be the contractor for this project. Franchise agreement negotiations will be upcoming. We are looking at collection platforms for recouping non-certifiable fees.

New Business Licenses

1. Arizona Solar Solutions Inc.—*Emily Stipp*
2. Winston Antiques & Collectibles—*Teri Henderson*
3. Mama Ginger's Cookies—*Tim & Virginia Lacey*

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

Committee Appointment/Re-appointment Requests

1. Onikka Driscoll, Re-appointment to Park Board
2. Lucy Tripp, New Appointment to Economic Development Committee
3. Sara Melendez, New Appointment to F. O. W. L.
4. RoseAnn Pierce, Re-appointment to F. O. W. L.
5. Robert Bell, Re-appointment to F. O. W. L.
6. Elton King, Re-appointment to F. O. W. L.
7. Steven Johnson, Re-appointment to Budget Committee
8. Levi Zundel, New Appointment to Park Board
9. Clay Caldwell, Re-appointment to Park Board

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

Resolution No. 26-1215 Douglas County IGA Work Crew

1. Read by Title Only—*Cindy Sarti, City Recorder*
2. Staff Report—*Lt. Stiffler*
3. Comments from the Audience (3 minutes each speaker)
4. Council Action

Motion to approve as read by Cunningham; second by White. Unanimous.

Announcements

- Due to lack of agenda items, the Urban Renewal Agency will not meet on February 19th. The next regular meeting is scheduled for March
- The next City Council meeting is scheduled for March 2nd at 7 pm; City Hall
- BiMart's main entrance will close for emergency sewer mainline replacement for approximately two weeks beginning Feb. 23rd. A detour will be in place. Access will be off NW Civil Bend.
- Vacancies exist on Budget and Economic Development committees. Both have three-year terms.

There being no further business, the meeting was adjourned. 8:12. Respectfully submitted by Cindy Sarti, City Recorder.

Christie Knutson, Mayor

Attest:

Cindy Sarti, City Recorder

Statement of Activity by Class
Winston Area Chamber of Commerce
January 1-December 31, 2025

DISTRIBUTION ACCOUNT	MAIN STREET GRANT	MEMBERSHIP	NEWSLETTER	TRT FUNDING	UNRESTRICTED GRANT	NOT SPECIFIED	TOTAL
Income							
Sales	2,500.00	4,280.00	22,270.00	9,000.00			38,050.00
Services		0.09					0.09
Unrestricted Funds					10,000.00		10,000.00
Total for Income	2,500.00	4,280.09	22,270.00	9,000.00	10,000.00		\$48,050.09
Cost of Goods Sold							
Gross Profit	2,500.00	4,280.09	22,270.00	9,000.00	10,000.00		\$48,050.09
Expenses							
Bank Fees		20.09					20.09
City of Winston Newsletter			8,873.64				8,873.64
Contractor Expenses		1,030.00					1,030.00
Purchases		313.77					313.77
QuickBooks Payments Fees		343.45				8.98	352.43
Uncategorized Expense		-28.00					-28.00
Total for Expenses		1,679.31	8,873.64			8.98	\$10,561.93
Net Operating Income	2,500.00	2,600.78	13,396.36	9,000.00	10,000.00	-8.98	\$37,488.16
Other Income							
Other Expenses							
Net Other Income							
Net Income	2,500.00	2,600.78	13,396.36	9,000.00	10,000.00	-8.98	\$37,488.16



RESOLUTION NO. 26-1216

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH DOUGLAS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF OREGON, TO PROVIDE COMMUNICATIONS SERVICES ON A 24-HOUR BASIS FOR DISPATCHING LAW ENFORCEMENT.

WHEREAS the City of Winston operates a fully functional police department that provides law enforcement support and as provided in Oregon Revised Statute 133; and,

WHEREAS Douglas County provides dispatching for all public safety agencies in the County; and,

WHEREAS the City of Winston will conclude its current contract agreement with Douglas County June 30th of 2026, and the City finds it necessary to enter into a new agreement to provide dispatching services and radio usage for the period of July 1, 2026, through June 30, 2027; and,

WHEREAS the past contract agreement was in the amount of \$103,287.00 for the services of Douglas County Communications. The new one-year contract agreement has a mandatory increase of 3% for a new amount of \$106,385.57.

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 Douglas County for communications services for a one-year period as outlined in an agreement titled "*Communications Services Agreement*", and WPD Staff Report No. 26-02 dated March 2, 2026, both of which are attached hereto and incorporated by reference. The cost of this service is as follows:

RADIO USAGE FEE	DISPATCHING FEE	TOTAL FEES
\$7,474.15	\$98,911.42	\$106,385.57

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 2ND DAY OF MARCH 2026.

APPROVED BY THE MAYOR ON THIS 2ND DAY OF MARCH 2026.

Christie Knutson, Mayor
Attest:

Cindy M. Sarti, City Recorder

COMMUNICATIONS SERVICES AGREEMENT

This agreement is made on the __ day of _____, 20__, between DOUGLAS COUNTY, a political subdivision of the State of Oregon ("County") and City of Winston _____ ("Agency").

RECITALS:

WHEREAS, Douglas County has constructed, equipped, and staffed a communications center which is capable of acting as a central agency to provide a variety of communications services to the cities, special service districts and other units of local government of Douglas County.

WHEREAS, ORS 190.010 authorizes County and Agency to cooperate for the performance of any function or activity that a party to the cooperative agreement has authority to perform.

WHEREAS, Agency desires to have communications services provided to it by County on the terms provided below.

WHEREAS, County desires to provide communications services for Agency.

COUNTY AND AGENCY THEREFORE AGREE:

1 Term: The term of this agreement shall commence on July 1, 2026 and end on June 30, 2027.

2 Payments:

2.1 Radio Usage Fee: Agency shall pay County \$ 7,474.15.

2.2 Use of Douglas County Communication Services and Facilities: Agency shall pay County \$ 98,911.42.

2.3 Agency shall pay the fees described above (totaling \$ 106,385.57) in quarterly payments of \$ 26,596.39. County will issue an invoice at the beginning of each quarter.

3 Services: County will provide Agency with emergency and routine communications services on a twenty-four hour basis. Services to be provided under this agreement shall include but not necessarily be limited to: twenty-four hour radio communications; written recorded logging; radio paging services; liaison work with other communications system users.

4 Use of Facilities: Agency shall be entitled to use the facilities and services of the communications center for the price set forth in paragraph 2 of this agreement, but Agency shall be responsible for the cost of any equipment or service not provided by

the communications center, which is necessary for Agency's full utilization of services and facilities provided by the communications center.

5 Equipment: Equipment purchased by Agency pursuant to this agreement shall become the property of Agency.

6 Redelivery: Upon termination or expiration of this agreement, County shall deliver Agency's equipment to Agency or Agency's agent at the location of use. County shall return Agency's equipment in the same condition and working order as it was when delivered to County, reasonable wear from normal use excepted.

7 Indemnification: To the extent permitted by law, and within the limits of liability established in the Oregon Tort Claims Act, Agency shall defend, indemnify and save County, its officers, agents, and employees harmless from any and all claims, actions, damages or other expenses including those resulting from injury to any person or damage to property, of whatsoever nature arising out of or incident to Agency's performance of this agreement. Agency shall not be held responsible for any claims, actions, damages or other expenses, directly, solely and proximately caused by the negligence of County.

8 Technical Advice: County agrees to provide Agency with technical advice, when possible, relative to the purchase and acquisition of communications equipment in order to insure a reliable communications system is maintained to the mutual benefit of all.

9 Records Inspection: Upon reasonable notice and during the normal business day each party may inspect or audit the records of the other party pertaining to the services performed under this agreement.

10 Contract Administration: Each party designates the following as its representative for purposes of administering this agreement.

Agency: _____

County: Sheriff John Hanlin

11 County Officers: County officers, agents, and employees are prohibited from receiving any pecuniary or material benefit from Agency in violation of ORS chapter 244 or County's policy on employee ethics set forth in County Personnel Rule 20. Agency shall not confer any appreciable pecuniary or material benefit on any officer, employee, or agent of County during the term of this contract.

12 Compliance with Law: This agreement will be governed by and construed in accordance with laws of the State of Oregon. Each party shall perform its obligations in accordance with all applicable statutes, rules, regulations, and ordinances of federal, state, and local government now, or hereafter in effect.

13 Default:

13.1 There shall be a default under this agreement if either party materially fails to comply with any provision of this agreement within thirty days after the other party gives written notice specifying the breach. If the breach specified in the notice cannot be completely cured within the thirty day period, no default shall occur if the party receiving the notice begins curative action within the thirty day period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

13.2 Notwithstanding subsection 13.1., either party may declare a default by written notice to the other party, without allowing an opportunity to cure, if the other party repeatedly breaches the terms of this agreement.

13.3 In the event of a default, before either party may bring an action in any court concerning this agreement, that party must first seek in good faith to resolve the dispute through mediation, negotiation, or other non-binding alternative dispute resolution.

13.4 If dispute is not resolved pursuant to subsection 13.3 within 60 days after a default occurs, the party injured by the default may elect to terminate this agreement and pursue any equitable or legal rights and remedies available under Oregon law. All remedies shall be cumulative.

13.5 Any litigation arising out of this agreement shall be conducted in Circuit Court of Oregon for Douglas County.

13.6 In the event of litigation arising out this agreement, neither party shall be liable to the other for any indirect, special or consequential damages.

14 Termination for Budgetary Reasons: In addition to termination for default under section 13, either party may terminate this agreement if it is unable to appropriate funds for continuing the agreement under the Oregon Local Budget Law. The party terminating for lack of appropriation shall give the other party written notice 30 days prior to the termination date.

15 Termination: This agreement may be canceled by either party upon ninety days' written notice to the other.

16 Notices: Any notice required to be given under this agreement shall be in writing and shall be given by personal delivery, mail, or facsimile transmission. Any notice required by law shall be given in the manner specified by the applicable law.

17 No Waiver: No provision of this agreement shall be deemed waived unless such waiver is in writing and signed by the party waiving its rights. Any waiver of a breach by

either party, whether express or implied, shall not constitute waiver of any other different or subsequent breach.

18 Severability: If any provision of this agreement is held by a court to be invalid, such invalidity shall not affect any other provision of this agreement. This agreement shall be construed as if such invalid provision had never been included.

19 No Third-Party Rights: No third-party rights are created by this agreement, and only the parties to it may enforce its terms and conditions.

20 Entire Agreement: The foregoing constitutes the entire agreement between the parties. This agreement may be changed only by written modifications that are signed by both parties.

AGENCY

By _____
Title _____
Print Name _____
Date _____

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY OREGON**

By _____
Chair
By _____
Commissioner
By _____
Commissioner
Date _____

REVIEWED AS TO FORM

By _____
Office of Legal Counsel
Date _____

REVIEWED AS TO CONTENT

By _____
Sheriff's Office
Date _____

REVIEWED AS TO CONTENT

By _____
Information Technology Department
Date _____



Staff Report

WPD 26-02

Subject:	Resolution 26-1216
Date:	March 2 nd , 2026
Prepared by:	Brandon Sarti, Chief of Police
Background:	In 1995, the Winston Police Department lost their dispatch center. The City of Winston signed an agreement with Douglas County Communications to provide emergency communication to our city police department. The city has had several, 3 to 5-year contracts, with Douglas County Communication over the years.
Analysis:	The City of Winston will finish our next contract with Douglas County Communications on June 30 th , 2026. The past contract for the City of Winston was \$103,287 for the services of Douglas County Communications. This new one-year contract has increased by 3% for a new amount of \$106,385.57. This will include the radio usage fee of \$7,474.15
Recommendation:	Staff recommend that the council approve resolution 26-1216 allowing the City Manager to enter into an agreement/contract with Douglas County Communications to allow continued use of emergency communication with our city police department.
Financial Impact:	The City of Winston will make quarterly payments of \$26,596.39 until paid in full at \$106,385.57 for the 26-27 budget year. These costs will be budgeted within the police departments budget for this upcoming year.



RESOLUTION NO. 26-1217

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT FOR A TECHNICAL ASSISTANCE GRANT TO COMPLETE AN ECONOMIC OPPORTUNITIES ANALYSIS.

WHEREAS the City of Winston currently has a functional comprehensive plan; and,
WHEREAS an economic opportunities analysis is a major element of the comprehensive plan that gives the jurisdiction data on its commercial and industrial stock; and,
WHEREAS the city's economic opportunities analysis is severely out of date and stands in dire need of update to reflect current conditions.

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 DLCD for technical assistance grant to the complete an economic opportunities analysis.

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 2ND DAY OF MARCH 2026.

APPROVED BY THE MAYOR ON THIS 2ND DAY OF MARCH 2026.

Christie Knutson, Mayor

Attest:

Cindy M. Sarti, City Recorder

OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT
COMMUNITY PLANNING TECHNICAL ASSISTANCE
GRANT AGREEMENT

Project Name: Winston Economic Opportunities Analysis

Grant Number: TA-27-012

This Grant (“Grant”), dated as of the date the Grant is fully executed, is made by the State of Oregon, acting by and through its Department of Land Conservation and Development (“DLCD”), and City of Winston (“Recipient” or “Grantee”) for the project referred to above and described in Exhibit A (“Project”). This Grant becomes effective only when fully signed and approved as required by applicable law (“Effective Date”).

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

Exhibit A	Contact Information and Project Description
Exhibit B	Project Budget
Exhibit C	Project Requirements
Exhibit D	Geographic Information System and Data File Requirements

SECTION 1 - LEGAL BASIS FOR AWARD; PURPOSE

Pursuant to Oregon Revised Statutes (“ORS”) 197.045, and ORS 197A.030, DLCD is authorized to award grants and enter into grant agreements to assist Oregon communities prepare and update local land use plans and implement ordinances to respond to growth management and resource protection issues and changes in state agency programs and requirements.

DLCD is willing to make such a grant on the terms and conditions of this Grant. Accordingly, the parties agree as follows:

SECTION 2 - GRANT AWARD; DISBURSEMENT

- A. Grant Funds. In accordance with the terms and conditions of this Grant, DLCD shall provide Recipient \$55,000 (the “Grant Funds”).
- B. Disbursement of Grant Funds. Subject to Section 2.C, DLCD shall disburse the Grant Funds to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request on a DLCD-provided or DLCD-approved disbursement request form (“Disbursement Request”). DLCD will disburse the Grant Funds to Recipient as follows:
 - (1) Up to fifty percent (50%) of the Grant Funds will be disbursed to Recipient upon DLCD’s acceptance of the Project status report that must be provided by Recipient to DLCD by September 1, 2026, as described in Exhibit C.
 - (2) Reimbursement of up to the balance of Grant Funds upon completion of the Project and DLCD’s acceptance of the Project closeout report described in Exhibit C. Recipient must submit the final disbursement request by July 10, 2027.
- C. Conditions Precedent to Disbursement. DLCD’s obligation to any disbursement of Grant Funds to Recipient is subject to each of the following conditions being satisfied:

- (1) DLCD (a) has received a completed disbursement request, (b) has received written evidence of materials and labor furnished to or work performed upon the Project, including itemized receipts or invoices for payment, and releases, satisfactions, or other signed statements or forms as DLCD may require, (c) is satisfied that all items listed in the disbursement request are reasonable, and (d) has determined that the disbursement is only for costs defined as eligible costs under this Grant.
- (2) The representations and warranties made in this Grant are true and correct on the date of disbursement as if made on such date.
- (3) DLCD has sufficient funds currently available and authorized for expenditure to finance the costs of this Grant. Notwithstanding the preceding sentence, payment of funds by DLCD is contingent on DLCD receiving appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to continue to make payments in accordance with the terms of this Grant, and notwithstanding anything in this Grant, occurrence of such contingency does not constitute a default. Upon occurrence of such contingency, DLCD has no further obligation to disburse funds to Recipient.
- (4) All other conditions precedent under this Grant are met.
- (5) There is no Event of Default by Recipient.

SECTION 3 - USE OF GRANT

- A. Eligible Use. Recipient’s use of the Grant Funds is limited to those expenses that are both reasonable and necessary to complete the activities described in Exhibit A (“Project Description”) and Exhibit B (“Project Budget”).
- B. Ineligible Use. Recipient shall not use the Grant Funds to retire any debt or to lobby, influence, or attempt to influence, any federal, state, or local government official. Any notice issued by Recipient that is eligible for reimbursement under ORS 227.186 – Notice to city property owners, or ORS 215.503 – Notice to county property owners for costs incurred for Measure 56, is not eligible for reimbursement under this Grant.
- C. Misexpended or Unexpended Grant Funds. Any Grant Funds disbursed to Recipient, or any interest earned by Recipient on the Grant Funds, that is not used according to this Grant or that remain after the Project is completed or this Grant is terminated shall be immediately returned to DLCD, unless otherwise directed by DLCD in writing.

SECTION 4 - RECIPIENT’S REPRESENTATIONS AND WARRANTIES

- A. Existence and Power. Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient represents and warrants to DLCD that Recipient has full power, authority, and legal right to enter into and agree to the terms of this Grant and to incur and perform its obligations under this Grant.
- B. Authority, No Contravention. The making and performance by Recipient of this Grant (a) have been duly authorized by all necessary action of Recipient; (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of its organizational documents; and (c) do not and will not result in the breach of, or constitute a default or require any consent, under any other agreement or

instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected.

- C. Binding Obligation. This Grant has been duly executed and delivered by Recipient and when duly executed and delivered by DLCD, constitutes legal, valid, and binding obligations of Recipient, enforceable in accordance with its terms, subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- D. Approvals. No authorization, consent, license, approval of, filing or registration with, or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery, or performance by Recipient of this Grant.
- E. Misleading Statements. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading, in this Grant or any document submitted by or on behalf of the Recipient to DLCD. The information contained in this Grant is true and accurate in all respects.
- F. Compliance with Tax Laws. Recipient is not in violation of any Oregon tax laws, including but not limited to a state tax imposed by ORS 320.005 to ORS 320.150 and ORS 403.200 to ORS 403.250 and ORS chapters 118, 314, 316, 317, 318, 321, and 323 and local taxes administered by the Department of Revenue under ORS 305.620.

SECTION 5 - COVENANTS OF RECIPIENT

- A. Project Completion Deadline. Recipient shall complete the Project by June 19, 2027 ("Project Completion Deadline"), unless the total amount of the Grant Funds is not available because one or more of the conditions in Section 2.C(1) to (3) are not satisfied. Recipient shall complete the Project and use 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 Grant.
- B. Compliance with Laws. Recipient shall comply with the requirements of any and all applicable federal and state laws, rules, regulations, and orders of any governmental authority, except to the extent an order of a governmental authority is contested in good faith and by proper proceedings.
- C. Notice of Adverse Change. Recipient shall promptly notify DLCD 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 Grant.
- D. Notice of Event of Default. Recipient shall give DLCD 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. Failure to provide notice may itself be construed as an Event of Default.
- E. Records and Inspection. Recipient shall keep proper books of account and records on all activities associated with this Grant and the Project. Recipient will maintain these books of account and records in accordance with generally accepted accounting principles and shall retain and keep accessible the books of account and records until the later of six years after the date set forth in Section 5.A or the date that all disputes, if any, arising under this Grant have been resolved. Recipient will permit DLCD, the Secretary of State of the State of Oregon, and their duly authorized representatives to inspect its properties, all work done, labor performed, and materials furnished in and about the Project, and to review and make excerpts, transcripts, and copies of its books of account and records with respect to the receipt and disbursement of funds received from DLCD. Access to these books of account and records is not limited to the required retention period. The

authorized representatives shall have access to records at any reasonable time for as long as the records are maintained.

SECTION 6 - TERMINATION AND EVENTS OF DEFAULT; REMEDIES

- A. Mutual Termination. This Grant may be terminated by mutual consent of both parties.
- B. Termination by DLCDC. DLCDC may terminate this Grant upon written notice to Recipient under any of the following occurrences:
- (1) DLCDC fails to receive sufficient appropriations or other expenditure authorizations to allow DLCDC, in the reasonable exercise of its administrative discretion, to continue making payments under this Grant,
 - (2) There are not sufficient funds in the Fund, as determined by DLCDC in the reasonable exercise of its administrative discretion, to permit DLCDC to continue making payments under this Grant, or
 - (3) There is a change in federal or state laws, rules, regulations, or guidelines so that the Project funded by this Grant is no longer eligible for funding.
- C. Events of Default. Recipient shall be in default under this Grant upon the occurrence of any of the following events (“Events of Default”):
- (1) Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations pertaining to this Grant, and such failure is not cured within fifteen days of written notice to Recipient from DLCDC or a period of longer time established by DLCDC in its notice; or
 - (2) Any representation, warranty, or statement made to DLCDC by or on behalf of Recipient pertaining to this Grant or in any document or report provided by or on behalf of Recipient and relied upon by DLCDC to measure progress, performance, or the expenditure of Grant Funds is untrue in any material respect when made; or
 - (3) Recipient (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself, or of all or any substantial part of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) commences a voluntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect), or (vii) takes any action for the purpose of effecting any of the foregoing; or
 - (4) A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Recipient, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like, of Recipient or of all or any substantial part of its assets, or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty (60) consecutive

days, or an order for relief against Recipient is entered in an involuntary case under the U.S. Bankruptcy Code (as now or hereafter in effect).

- D. Remedies Upon Default. Upon the occurrence of any Event of Default, DLCD may pursue any remedies available under this Grant, at law or in equity. Such remedies include, but are not limited to, termination of DLCD's obligation to make the Grant or any further disbursement under this Grant, return of all or a portion of the Grant Funds, payment of interest earned on the Grant Funds, and declaration of ineligibility for the receipt of future funds from DLCD. If, as a result of an Event of Default, DLCD demands return of all or a portion of the Grant Funds or payment of interest earned on the Grant Funds, Recipient shall pay the amount upon DLCD's demand. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

SECTION 7 - MISCELLANEOUS

- A. No Implied Waiver. The failure of DLCD to exercise, or any delay by DLCD in exercising, any right, power, or privilege under this Grant shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Grant preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. Any waiver or consent, if made, will be effective only if in writing signed by the party against whom such waiver or consent is sought to be enforced and is effective only in the specific instance and for the specific purpose given.
- B. 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 Grant, 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 Grant 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 Section 7.B(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 Section 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 Section does not act as 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.

- C. Formal Notices. Except as otherwise expressly provided in this Grant, any formal notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or DLCDC at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any formal notice by personal delivery will be deemed effective when actually delivered to the addressee. Any formal notice so addressed and mailed will be deemed to be received and effective five 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 DLCDC: Kirstin Greene, Deputy Director
kirstin.greene@dlcd.oregon.gov
Oregon Department of Land Conservation and Development
635 Capitol Street NE Suite 150
Salem, OR 97301-2540

If to Recipient: Thomas McIntosh, City Manager
Thomas.McIntosh@cityofwinston.org
City of Winston
201 NW Douglas Blvd
Winston, OR 97496

- D. Amendments. Except as otherwise explicitly provided in Exhibit B, this Grant may not be altered, modified, supplemented, or amended in any manner except by written instrument signed by both parties. If the Recipient wishes to amend the Agreement, the Recipient must submit a written request, including justification for any amendment, to the DLCDC Grant Manager at least 60 calendar days before the Project Completion Deadline.
- E. Successors and Assigns; No Third Party Beneficiary. This Grant shall be binding upon and inure to the benefit of DLCDC, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior consent in writing of DLCDC. DLCDC and Recipient are the only parties to this Grant and are the only parties entitled to enforce the terms of this Grant. Nothing in this Grant gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons, unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Grant.
- F. Entire Agreement. This Grant, including any exhibits, schedules, and attachments, which are by this reference incorporated herein, constitutes the entire agreement between the parties on the subject matter hereof. There are no other understandings, agreements, or representations, oral or written, regarding this Grant.
- G. Contributory Liability and Contractor Indemnification.
- (1) If any third party makes any claim or brings any action, suit, or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (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 Claim. Either party is entitled to participate in the defense

of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party's liability to the other in regard to the Third Party Claim.

If the claims against the parties allege joint liability by the parties, 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 liabilities. The relative liabilities of the parties shall be determined by reference to, among other things, the evidence indicating the extent of 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 Grant.

- (2) 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 claims, actions, liabilities, damages, losses, or expenses arising from any and all negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees, or subcontractors of the contractor (collectively, "Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Recipient's contractors or any of the officers, agents, employees, or subcontractors of the contractor from and against any and all Claims. This Section shall survive termination of this Grant.

- H. Survival. All provisions of this Grant intended by their terms to survive termination and the following sections shall survive termination of this Grant: Section 3.C, Section 5.E, Section 6.D, Section 7.G, this Section 7.H, and Section 7.K.
- I. Severability. If any term or provision of this Grant is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Grant did not contain the particular term or provision held to be invalid.
- J. Relationship of Parties. The parties agree and acknowledge that their relationship is that of independent parties and neither party hereto shall be deemed an agent, partner, joint venturer, or related entity of the other by reason of this Grant.
- K. Attorney 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 Grant will be entitled to recover from the other its reasonable attorney fees and costs and expenses at trial, in a bankruptcy, receivership, or similar proceeding, and on appeal. Reasonable attorney fees shall not exceed the rate charged to DLCD by its attorneys.
- L. Counterparts. This Grant may be executed in more than one counterpart, which, when taken together, will constitute one and the same instrument, and either party may execute this Grant by signing any such counterpart.

M. 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, businesses that service-disabled veterans owned and emerging small businesses...” DLCD encourages Recipient, in its Grant activities, to follow good faith efforts described in ORS 200.045. The Governor’s Policy Advisor for Economic and Business Equity provides additional resources and the Certification Office for Business Inclusion and Diversity through the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: [Certified Vendor Directory](#).

N. Non-Exclusive License. The following terms have the meanings set forth below:

- (1) “Recipient Intellectual Property” means any intellectual property owned by Recipient and developed independently from the Project.
- (2) “Third Party Intellectual Property” means any intellectual property owned by parties other than DLCD or Recipient.
- (3) “Product(s)” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Recipient is required to deliver to DLCD or create pursuant to the Project and this Grant, including but not limited to any Product(s) described in Exhibit A.

Recipient hereby grants to DLCD, under Recipient Intellectual Property and under intellectual property created by Recipient pursuant to the Project, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Product(s) for governmental purposes, and to authorize others to do the same on DLCD’s behalf. If a Product(s) created by Recipient pursuant to the Project is a derivative work based on Third Party Intellectual Property, or is a compilation that includes Third Party Intellectual Property, Recipient shall secure on DLCD’s behalf and in the name of DLCD an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the pre-existing elements of the Third Party Intellectual Property employed in the Product(s), and to authorize others to do the same on DLCD’s behalf. If a Product(s) is Third Party Intellectual Property, Recipient shall secure on DLCD’s behalf and in the name of DLCD, an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display, for governmental purposes, the Third Party Intellectual Property, and to authorize others to do the same on DLCD’s behalf.

O. Promotional Use of Recipient Information. Recipient agrees that DLCD may use Recipient and information provided to DLCD by Recipient in the promotion of State’s programs and services. The following typifies, but does not limit, the information State may use in its promotion(s): business name, general description of the Project, total Project cost, amount of the award.

P. Insurance: Workers’ Compensation. All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers’ Compensation coverage, unless such employers are exempt under ORS 656.126. Employer’s liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its Recipient(s), contractor(s), and subcontractor(s) complies with these requirements.

By signing below, the parties acknowledge they have read and understand this Grant and agree to be bound by its terms and conditions.

STATE OF OREGON
acting by and through its
Department of Land Conservation and
Development

CITY OF WINSTON

By: _____
Kirstin Greene, Deputy Director

By: _____
Thomas McIntosh, City Manager

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A – CONTACT INFORMATION; PROJECT DESCRIPTION

Winston Economic Opportunities Analysis

Contact Information: Except as otherwise expressly provided in this Grant, parties may use the contact information set forth below, or to such other persons or addresses that either party may subsequently indicate in writing pursuant to this Section:

DLCD

Department of Land Conservation and Development
635 Capitol Street NE, Suite 150
Salem OR 97301-2540

Recipient/Grantee

City of Winston
201 NW Douglas Blvd
Winston, OR 97496

Grant Administrator: Josh LeBombard
Title: Regional Representative
Telephone: 541-414-7932
Email: josh.lebombard@dlcd.oregon.gov

Contact: Thomas McIntosh
Title: City Manager
Telephone: 541-679-6739
Email: Thomas.McIntosh@cityofwinston.org

Background:

The purpose of this Project is to complete an employment Buildable Lands Inventory and Economic Opportunities Analysis (“EOA”) for the Recipient. The EOA will serve as the foundation for updating the Economic Element of the Recipient’s Comprehensive Plan, meeting the requirements of Statewide Planning Goal 9. The Project outcome will be adoption of an Economic Opportunities Analysis that meets the requirements in OAR-660-009.

Project Description:

Recipient will, with the assistance of a professional consultant, properly licensed or certified (if applicable), and consistent with the [EOA Guidance document](#), complete the following:

Inclusive Outreach Plan

Identify relevant impacted priority populations and devise a community outreach and inclusion plan that supports participation of priority populations consistent with [Guidance regarding Diversity, Equity, and Inclusion](#).

Economic Development Vision and Goals Memorandum

Based on community engagement and existing plans, policies, and programs, prepare a memorandum that describes the Recipient’s vision and goals for future economic development. This document will inform the Recipient’s EOA as well as Comprehensive Plan language updates.

Employment Land Inventory

Prepare an accurate inventory of commercial and industrial land that is vacant, underutilized, or re-developable. The inventory will identify and exclude parcels affected by natural and manmade constraints that would prohibit their feasible use for development. Sites in the inventory will be identified by size and characteristics such as access, topography, and location. This activity will include a written report as well as GIS files and maps.

Employment Forecast and Demand Analysis

Prepare an analysis of Recipient’s employment growth potential and demand, including key economic opportunities and an estimate of the future demand for commercial and industrial land. This activity will

include review of national, state, and local trends, assessment of community economic development potential, forecast of employment growth, identification of target industries if applicable, and identification of required site types.

Economic Opportunities Analysis

Prepare an EOA document that identifies employment land supply and demand over the next 20 years, pulling together information from the land inventory and the forecast and demand analysis. The document will identify strategies for meeting demand over the next 20 years, including but not limited to possible land-use map changes, development code changes, investments, or city programs. Along with the EOA, complete any necessary updates to the text of the Recipient’s Comprehensive Plan, and findings to support a legislative plan amendment. This activity includes adoption of the final EOA and comprehensive plan text changes by city council.

Grant Products include but are not limited to the following:

Recipient will submit Grant Products to DLCD, including but not limited to the following:

- Summary of major tasks and action items for the Project – must be submitted to DLCD within 60 days of Grant Effective Date
- Proposed Project schedule – must submitted to DLCD within 60 days of Grant Effective Date
- Economic development vision and goals memorandum
- Employment land inventory report or memorandum, including map(s) and data
- Employment forecast and demand analysis report or memorandum, including map(s) and data
- Hearings-ready Economic Opportunities Analysis document, comprehensive plan text amendments, and findings
- Presentation materials, staff reports, meeting notices, hearing notices, agendas, and notes or meeting minutes for all Project-related meetings

EXHIBIT B - PROJECT BUDGET

Line Items	DLCD Funds
Inclusive Outreach Plan	\$2,000
Economic Development Vision and Goals Memorandum	\$8,000
Employment Land Inventory	\$15,000
Employment Forecast and Demand Analysis	\$15,000
Economic Opportunities Analysis (Including Final Economic Opportunities analysis document, comprehensive plan text amendments, and findings)	\$15,000
Total Grant Funds	\$55,000

Any variance between budgeted line-item values within the total Grant Funds amount is subject to prior written approval (email acceptable) from the DLCD Grant Administrator, or successor.

EXHIBIT C – PROJECT REQUIREMENTS

Recipient shall comply with the following Project requirements, as applicable to their Project and outlined in further detail below:

A. Grant Products:

- (1) Provide all draft and final Grant Products, including any memos, reports, and maps produced by this Agreement in a digital media format to the DLCD Grant Administrator and DLCD.GFGrant@dlcd.oregon.gov. The term “digital media” means a compact disc, digital video disc, USB flash drive, e mail, or FTP submittal authorized by DLCD.
- (2) Follow Exhibit D - Geographic Information System and Data File Requirements if applicable to the Project and any Grant Products.
- (3) All reports, studies, and other documents produced under the Project must indicate on the cover or the title page an acknowledgement of the financial assistance provided by DLCD by bearing the following statement: “This project is funded by Oregon General Fund dollars through the Department of Land Conservation and Development. The contents of this document do not necessarily reflect the views or policies of the State of Oregon.”
- (4) A final draft Grant Product (e.g., ordinances, maps, websites, databases, supporting documents, and photographs) may be accepted for approval instead of an adopted Product when requested in writing and received by the DLCD Grant Administrator and DLCD.GFGrant@dlcd.oregon.gov at least 90 days prior to Project End Date. The request will be reviewed and approved in writing by DLCD if substantial progress has been made toward adoption. Any final draft Grant Product shall be a hearings-ready draft approved by a resolution of the governing body and shall be accompanied by a report detailing why the product was not adopted and a timeframe for the future adoption of the product.
- (5) Post Acknowledgement Plan Amendments: Any applicable final Grant Products must also be separately submitted to DLCD using [Form 1, “Notice of Proposed Change”](#), at least 35 days before the first evidentiary hearing as set forth in ORS 197.610 and OAR 660-018-0020, -0021, and -0022. The products must be adopted by the governing body and submitted using [Form 2, “Notice of Adoption”](#) as set forth in ORS 197.615 and OAR 660-018-0040. Grantee must consult closely with the DLCD Grant Manager to ensure that adoption of Product(s) under the post-acknowledgment plan amendment process is completed on or before the Project End Date.

B. Provide a legible copy of signed agreements or contracts between Recipient and any contractors hired to provide Project services to Recipient no later than three business days after both parties have signed the contract or agreement.

C. Ensure consistent, coordinated use of population, employment, housing, and land needs projections associated with any post-acknowledgment plan and land use regulation amendments proposed by the Recipient.

D. Commit to overall management of Grant Funds, Project activities, and reporting obligations to ensure compliance with Grant terms.

E. Maintain regular correspondence with DLCD to discuss Project status, challenges, or potential changes to the Project, and to provide an opportunity for review of draft Grant Products.

- F. Provide notice to DLCDC and any other applicable parties, of public meetings, workshops, work sessions, and hearings to develop, review or approve products prepared under this Grant.
- G. Provide Project status reports to DLCDC. Project status reports are due September 1, 2026, and March 1, 2027. Project status reports must be in the format provided by DLCDC and completed in a manner determined to be acceptable by DLCDC and must include the following:
- (1) Summary: A brief overview of the Project's progress, major achievements, and any significant changes or challenges encountered during the period.
 - (2) Progress on Objectives: Detailed updates on the progress toward each Project objective, specific activities completed, milestones achieved, and any deviations from the planned timeline and objectives.
 - (3) Challenges and Solutions: Description of any challenges or obstacles encountered and steps taken to overcome these challenges.
 - (4) Upcoming Activities: Outline of planned activities and objectives for the next reporting period, as well as adjustments to the timeline or Project plan, if necessary.
- H. Provide Project closeout report to DLCDC no later than July 10, 2027. The Project closeout report must be in the format provided by DLCDC and completed in a manner determined to be acceptable by DLCDC, and must include the following:
- (1) Project Summary: A concise overview of the Project, including objectives, activities, engagement, and outcomes.
 - (2) Final Outcomes and Impact: Detailed description of the Project's achievements and its impact, including evaluation of how well the Project met its original goals and objectives.
 - (3) Compliance and Certification: Confirmation that all Grant terms and conditions were met.

EXHIBIT D – GEOGRAPHIC INFORMATION SYSTEM AND DATA FILE REQUIREMENTS

The Recipient shall follow the following requirements for all Geographic Information System (GIS) and data files related to the Project:

A. Format and Delivery:

- (1) Provide all data files created, revised, or updated under this Grant in widely used, open, non-proprietary formats whenever possible. For spatial GIS data, acceptable formats include ESRI-compatible file geodatabases, shapefiles, or feature classes. For non-spatial data, acceptable formats include CSV, Excel (XLSX), or JSON.
- (2) All files must be clearly labeled and organized in a logical folder structure. A summary document describing the content of the deliverables, the purpose of each dataset, source data (if applicable), field definitions, and any known data limitations or assumptions must accompany the data.
- (3) If the Recipient lacks GIS capability, spatial data files may be submitted as high-resolution digital maps (PDF) along with supporting data in tabular formats (e.g. Excel, CSV) with prior written approval from the DLCD Grant Manager.

B. Coordinate System for Spatial Data:

- (1) All spatial datasets must have a defined and consistent coordinate system. The projection may be determined by the Recipient but must be documented in both the dataset properties and metadata.

C. Data Quality and Standards:

- (1) Spatial data must be free of topological errors (e.g., overlaps, gaps, slivers) and maintain logical consistency in geometry and attributes.
- (2) All datasets (spatial and non-spatial) must include clear, complete, and consistent attribute fields. Field names should be intuitive and defined in accompanying documentation or metadata.
- (3) When applicable, domain values or code lists must be included or referenced.

D. Metadata:

- (1) Spatial datasets should include metadata compliant with the [Oregon GIS Metadata Standard](#).
- (2) Metadata must include, at a minimum: dataset title, abstract, spatial extent (if applicable), data creation date, responsible party, projection, and attribute descriptions.
- (3) Non-spatial datasets must include a data dictionary or documentation that defines all fields, units, and any codes or classifications used.

E. Ownership and Use:

- (1) DLCD may display, integrate, or distribute data files in internal systems, public data portals, or with partner agencies unless otherwise restricted by written agreement.
- (2) Recipient and their agents are not responsible for any use, interpretation, or redistribution of the data by DLCD once it has been submitted and accepted.



Staff Report

Admin 26-02

- Subject:** Resolution 26-1217
- Date:** March 2, 2026
- Prepared by:** Thomas McIntosh, City Manager
- Background:** The city currently has a functional comprehensive plan that offers data for all manner of city needs. One aspect of the plan analyses how the city should take action to improve its commercial and industrial situation. Economic Vitality takes a vital role in the sustainability of the city. The city's current economic opportunities analysis is currently outdated (1992). It's not only in the best interest of the city to complete an update of the plan but it also stands a statutory requirement for the plan to be dated within the past 10 years.
- Analysis:** Now that the new chamber of commerce is well established and the main street program application has been submitted to the state, it stands necessary for the city to study its commercial and industrial condition. Sustaining good business along with attracting new ones must be studied in order to offer good recommendations for the city to pursue. Once the plan is fully updated we will be in compliance with the associated Oregon revised status while also have relevant data to operate under.
- Recommendation:** Approve Resolution 26-1217
- Financial Impact:** The grant will be fully funded at \$55,000 by DLCD and will begin next fiscal year.



RESOLUTION NO. 26-1218

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BLACK PEARL PAVING & EXCAVATION FOR CONSTRUCTION AND COMPLETION OF THE INVERTED SANITARY SEWER SIPHON PROJECT FOR AN AMOUNT NOT TO EXCEED \$3,212,178.

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

WHEREAS the inverted sanitary sewer siphon currently conveys all Winston's wastewater under the South Umpqua River to the treatment plant; and,

WHEREAS the aforementioned sewer siphon was constructed in 1978 and significant damage to existing concrete structures on either side of the river and piping system are present and it's been determined the overall facility has passed its life cycle; and

WHEREAS the Public Works Department conducted a Bid Opening to receive sealed bids for construction of the project on January 29th, 2026, at 2:00 P.M. at city hall; and,

WHEREAS Black Pearl Paving & Excavation was the low bidder on the project for an amount of \$2,793,199 and with the necessary 15% contingency brings the total project budget at \$3,212,178; and,

WHEREAS the city will fund this project by virtue of agreement with the Department of Environmental Quality and through the State Clean Water Revolving Fund.

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 Black Pearl Paving & Excavation for the bid amount of \$2,793,199 plus a 15% contingency for a total project cost of \$3,212,178. Public Works staff report no. 26-01 dated 3/2/2026, Engineers Notice of Intent to Award are 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 2ND DAY OF MARCH 2026.

APPROVED BY THE MAYOR ON THIS 2ND DAY OF MARCH 2026.

Christie Knutson, Mayor

Attest:

Cindy M. Sarti, City Recorder

NOTICE OF AWARD

Date of Issuance: 2/19/2026

Owner: City of Winston

Owner's Project No.: 3203-017

Engineer: Civil West Engineering Services Inc.

Engineer's Project No.: 3203-017

Project: Inverted Sewer Siphon

Contract Name: Inverted Sewer Siphon

Bidder: Black Pearl Paving & Excavation

Bidder's Address: 835 SE Sheridan Street

Roseburg, OR 97470

You are notified that Owner has accepted your Bid dated **January 15th, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Furnish all labor, equipment, and materials as required for the Inverted Sewer Siphon Project project consisting of the construction and placement of new gravity sanitary sewer, manholes, inverted sewer siphon and structures, water service, level 3 HMAC paving, and all associated improvements.

The Contract Price of the awarded Contract is \$2,793,199.00 Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner 3 counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

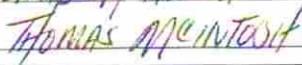
Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **City of Winston**

By (signature):



Name (printed):



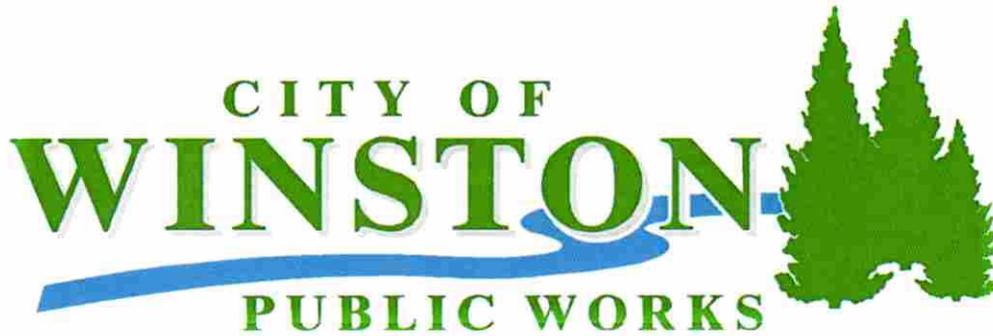
EJCDC® C-510, Notice of Award.

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Title:

City Manager

Copy: Engineer



Staff Report

Public Works 26-01

Subject: Inverted Sewer Siphon
Date: March 2, 2026
Prepared by: Andy Howell
Title: Notice of Award

Background: Bid opening January 29, 2026 2:00 pm at City Hall.

Analysis: Two bids were received Emery & Sons \$3,281,661.00 Black Pearl Paving & Excavation **\$2,793,199.00**. Engineer's estimate \$2,154,871.00.

Recommendation: Engineer recommendation is to award the project to Black Pearl Paving & Excavation for **\$2,793,199.00**; staff recommends a 15% contingency of **\$418,979.00** for a total of **\$3,212,178.00**

Financial Impact: This is a DEQ Funded Project: