



CITY COUNCIL PACKET

Regular Meeting

Monday, October 5, 2026 | 7:00 p.m.

City Hall Council Chambers

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

Prepared for the Winston City Council

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



CITY OF WINSTON, OREGON

MEETING AT A GLANCE

Meeting Information

Date and time	Monday, October 5, 2026 at 7:00 p.m.
Location	City Hall Council Chambers, 201 NW Douglas Blvd.
Presiding officer	Mayor Christie Knutson

Council Action Items

Agenda item	Subject	Type
Consent Agenda	Approve September 21 Council minutes.	Action
Business Licenses	Consider five business license applications.	Action
Festival Expenses	Winston-Dillard Area Festival Association parade expenses.	Information
Resolution No. 26-1241	Consider Police Station Seismic Rehabilitation Grant Contract.	Action

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



CITY OF WINSTON, OREGON

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Resolution No. 26-1241 - Police Station Seismic Rehabilitation Grant	26

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

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



CITY OF WINSTON, OREGON

AGENDA

Meeting order and public notice

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



CITY OF WINSTON, OREGON

CITY COUNCIL REGULAR MEETING

Monday, October 5, 2026 | 7:00 p.m.

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

AGENDA

I. Call to Order — Christie Knutson, Mayor

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

II. Consent Agenda

- A. Approval of Council Minutes for September 21, 2026

III. Comments from the Audience

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

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

V. Department Reports

- A. Public Works – Andy Howell, Superintendent
- B. Administration — Thomas McIntosh, City Manager

VI. Old Business

VII. New Business

- A. Business Licenses
 - 1. Winston Gunshop LLC – Steven Mackey
 - 2. A & S Towing and Repair LLC – Sam Woodall
 - 3. Path of the Rogue – Wesley Murphy
 - 4. Lousignont Outdoor Solutions LLC – Heath and Angela Lousignont
- B. Set Council Workshop Dates
- C. Request for Fee Waiver

1. Winston – Dillard Area Festival Association (WDAFA) – Clay Caldwell, President: Public Works Expenses for Melon Festival Parade
- D. Resolution No. 26-1241 Police Department Seismic Retrofit Grant
 1. Read by Title Only – Thomas McIntosh
 2. Staff Report – Thomas McIntosh
 3. Comments from the Audience (three minutes each speaker)
 4. Council Action

VIII. Upcoming Agenda Items

IX. Non-Agenda Items from Council

X. Good of the Order

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

XI. Announcements

- Columbus Day October 12th; City offices will be open as usual
- Friends of the Winston Library (FOWL) October 14th at 11; Winston Library, 440 SE Grape Ave.
- Economic Development October 14th at noon; City Hall
- Parks Advisory Committee October 19th at 6; Public Works, 245 SE Thompson Ave.
- City Council Meeting October 19th at 7 pm; City Hall

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

XIII. Adjournment

AMERICANS WITH DISABILITIES NOTICE

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



CITY OF WINSTON, OREGON

NEW BUSINESS

Business licenses and community event expenses

- Five business license applications with staff review materials
- Winston-Dillard Area Festival Association parade expenses



CITY OF WINSTON, OREGON
City Council Regular Meeting Minutes
Monday, September 21, 2026

1. MEETING INFORMATION

Date	Monday, September 21, 2026
Time	Called to order 7:00 PM; recessed to Executive Session 7:50 PM; reconvened 8:20 PM; adjourned 8:21 PM
Location	Winston City Hall
Presiding Officer	Mayor Christie Knutson
Meeting Type / Status	Regular City Council Meeting — draft minutes, pending Council approval

2. ATTENDANCE

Council

Name	Title	Status
Christie Knutson	Mayor	Present — presiding
Nicholas Wiggins	Councilor	Present
Allen Hobson	Councilor	Present
Dorie White	Councilor	Present
Dave Cunningham	Councilor	Present

Staff

Name	Title	Status
Thomas McIntosh	City Manager	Present
Andy Howell	Public Works Superintendent	Present
Cindy Sarti	Finance Clerk	Present

Members of the Public Who Addressed Council

Paula Bragan; Jim Luse; Michael Lanham; Joshua James Winehold; Steve Perry; Emily McCurry; Greg Knutson; Matt Dennehy; Benjamin Whelchel; Clay Caldwell; Onikka Driscoll.

3. CALL TO ORDER, PLEDGE OF ALLEGIANCE, AND ROLL CALL

The Mayor called the meeting to order at 7:00 PM and led the Pledge of Allegiance. Roll call was taken; all four councilors were present and a quorum was established.

4. ADJUSTMENTS TO THE AGENDA

City Manager Thomas McIntosh presented the following adjustments to the agenda:

- A statement from the Mayor was inserted after the Consent Agenda and before Comments from the Audience.
- New Business Item D added: Resolution No. 26-1239 — street and drainage project on Tokay Street and Jole Allen Court.
- New Business Item E added: Resolution No. 26-1240 — street, drainage, and sewer project on SW Hart Avenue.
- An Executive Session was added to the end of the agenda.

5. CONSENT AGENDA

- Approval of City Council minutes of September 8, 2026
- Acceptance of Economic Development Committee minutes of August 12, 2026

Motion	To approve the City Council minutes of September 8, 2026, and accept the Economic Development Committee minutes of August 12, 2026.
Moved by	Allen Hobson
Seconded by	Dave Cunningham
Result	Passed – Unanimous

6. STATEMENT FROM THE MAYOR

The Mayor read a prepared statement addressing an interaction during Saturday's Melon Festival parade. She stated that she had approached individuals displaying signs along the parade route and asked them to refrain from encroaching into the parade, out of concern that many children were participating and a desire to keep the event a safe, family-centered community celebration. She acknowledged the conversation became heated and apologized for her part in allowing it to escalate, recognizing her responsibility as Mayor to act with patience and professionalism.

She stated her actions were not intended to silence anyone or diminish anyone's right to express their views, that she respects the right to peaceful expression, and that protecting children and respecting free expression need not be in conflict. She apologized to the community, to those present, and to families whose children attended, and expressed hope that the community could move forward with mutual respect.

7. COMMENTS FROM THE AUDIENCE

The Mayor read the public comment rules: speakers state name and city of residence, are limited to three minutes, and may not defame, intimidate, use profanity, or make personal attacks; Council may delay action until it has sufficient information. Much of the public comment concerned the parade incident addressed in the Mayor's statement. Statements below are summaries of what speakers said and are recorded as the speakers' own assertions, not findings of the Council.

Paula Bragan (Winston)

Ms. Gray, a lifelong Winston resident, said she was appalled by a video of the parade incident posted on Facebook. She stated the Mayor's role is to represent the city as its public face, and that the protesters — including a group displaying anti-abortion signs and the "clowns" displaying signs concerning sex offenders — were peacefully protesting on public land and that their First Amendment rights were violated. She also expressed frustration with property taxes on her manufactured home, a lack of growth and activities for children in Winston compared with Sutherlin and other communities, park conditions, and drug activity under the bridge and near the 7-Eleven, and said it was the Mayor's job to address those issues. She said the Mayor's conduct was itself upsetting to children and asked that the Mayor be held accountable.

Jim Luse (Winston)

Mr. Luse raised a recent serious accident at Highway 42 and Lookingglass Road, noting a friend was nearly killed at the same location earlier in the year. Recognizing the highway is under state jurisdiction, he asked whether the City could press the state for a traffic signal. Public Works Superintendent Andy Howell said a signal at that location is not part of the upcoming state project. Mr. Luse said a state representative at a prior workshop told him traffic counts did not justify a signal, despite frequent back-ups. A response from the Mayor noted that the intersection has been on the state's radar for many years, that the Rolling Hills intersection received a signal because of a higher fatality rate, and that a signal would likely be required if the proposed theme park is developed.

Michael Lanham (Green District)

Mr. Lanham, who identified himself as "Concrete the Clown" and a former Winston resident, addressed two matters:

- **Right to peaceful protest.** He stated that on Saturday, September 19, 2026, while he and two others were protesting as part of a movement to protect children from sexual abuse, the Mayor (whom he did not then know) told him he could not protest and called him a violent protester. He alleged she held a metal stop sign to his face, yelled profanity, and that spit landed on his glasses, and said video of the encounter is circulating on Facebook. He asked the Mayor to resign that evening so that he would not have to pursue legal action.
- **Safety of children in public places.** He asked Council to request a report from the Police Chief and City Attorney on (1) current Winston ordinances and park rules regarding registered sex offenders, (2) how those rules are enforced, and (3) any gaps under Oregon law; and asked that the City coordinate with Douglas County Community Corrections and the District Attorney for a summary. He requested both topics be placed on a future Council agenda with staff reports.

Joshua James Winehold (Winston)

Mr. Winehold said the parade was his first encounter with the Mayor, that he felt she attacked constitutional rights in that moment, and that he agreed with the previous speaker that she should step down, noting the oath of office includes protecting constitutional rights.

Steve Perry (Winston)

Mr. Perry said that about 20 years ago he and his wife had a similar experience involving a sign they had displayed, and that the Mayor had objected to it. The Mayor disputed that she had approached his wife. Mr. Perry said there is a history of this happening in Winston and that it needs to stop.

Emily McCurry (Winston)

A Winston resident and business owner asked how she could become more involved in decisions about the sewer system and how funds are spent, saying that despite fee increases the City still seems far behind. The Mayor encouraged her to apply for the Budget Committee. City manager Thomas McIntosh explained that this year the City undertook one of its most expensive sewer projects, an approximately \$3.6 million siphon under the South Umpqua River, and that fee increases were largely needed to secure debt service to repay DEQ financing. The speaker noted she operates mobile home parks in Oregon and Idaho and stressed moving from reactive to proactive maintenance. In response to the Mayor, Mr. McIntosh said the City's study identifies roughly \$29 million in needed collection-system repairs, not including potential capacity deficiencies at the wastewater treatment plant. Council again encouraged her to join the Budget Committee, and she said she would.

Greg Knutson (Winston)

Mr. Knutson addressed what he described as misinformation on social media that had incited backlash and "character assassination" of the Mayor, his wife. He stated that being asked not to bring signs into the parade is not a First Amendment violation, and disputed a social media claim that the Mayor spit in someone's face. Audience members interrupted to dispute his statements, and the chair called for order.

A heated back-and-forth followed between the dais and audience members. A Council-side speaker urged attendees, particularly non-residents, to get involved in the community rather than coming to yell at Council; an audience member

responded that he is involved in the movement to protect children and is a taxpayer. The Mayor stated she had apologized, and that she had not asked the protesters to stop during the earlier portion of the morning at the Cheetah (the intersection of Highways 42 and 99); the duration of that earlier protest was disputed from the audience. The Mayor then called to restore order and move on with the agenda. One attendee announced they were leaving.

Matt Dennehy (Winston)

Mr. Dennehy, identified as "Knuckles the Clown," stated he took and posted the video of the parade incident, that he has a longer video with additional footage, and that he was about ten feet away and heard the entire exchange. He accused the Mayor of lying to those present; the Mayor responded that she does not lie.

Benjamin Whelchel (Roseburg)

Mr. Whelchel, who identified himself as "the Octane Clown," asked the Mayor to step down, saying she was out of line, and alleged she threw a sign in someone's face and spit on them. He also asserted that the Mayor owns a home in Winston but does not live there. The Mayor asked where he claimed she lives; he declined to say publicly.

With no further speakers, the Mayor closed Comments from the Audience.

8. REPORTS: COMMISSIONS, COMMITTEES, AND DEPARTMENTS

Economic Development Committee (September 9, 2026) — Thomas McIntosh

Mr. McIntosh reported a brief meeting focused on actionable items. He noted the committee has had limited traction; URA-related matters such as facade grants continue to be placed on its agenda. Following the model of the new Park Advisory Committee, the committee held a round-table discussion about operating as a self-directed, action-taking body.

Public Works — Andy Howell

- The festival went well and was well attended despite scheduling difficulties.
- There are several water leaks at the park; valves are being shut off to limit losses, and lines will be dug up and replaced after the next event on September 26.
- The circus arrived two days early; events benefit the parks but require significant staff time and cost.

The Mayor stated the parade almost did not happen and thanked Mr. Howell and the Public Works department and their families, Mr. McIntosh, Clay Caldwell and his volunteers, and Mr. Hobson for making it possible.

Wastewater Treatment

Mr. Sherlock was absent; his written report is included in the Council packet.

Administration — Thomas McIntosh

Mr. McIntosh explained that the parade permit requires three signatures: administration, the Police Chief (safety and traffic control), and Public Works. This year the Chief was not comfortable signing because police staff could not be deployed; the City did not have the financial resources to pay officers for traffic control. Public Works stepped in at the last moment, with most of Mr. Howell's crew participating. He thanked Public Works and Clay Caldwell, who orchestrated most of the event, called it "very much a near miss," and said staff will likely discuss how to be better prepared next time.

9. OLD BUSINESS

None.

10. NEW BUSINESS

A. New Business Licenses

Business	Applicant
RN Patient Consulting LLC	Angie Yow
Northwest Pool and Excavation LLC	Derek Bates
Ballard Oyster Company	Joseph Ballard
Abodes Immaculate	Reilly Johnson

Motion	To accept the new business licenses as presented.
Moved by	Dave Cunningham
Seconded by	Dorie White
Result	PASSED Unanimously

B. Council Workshop Dates

None scheduled at this time.

C. Park Advisory Committee Appointments

Mr. McIntosh advised that Council could act on both the policy question (expanding the committee from four to five members) and the appointments, and that the prospective members could begin a trial run once appointed.

Clay Caldwell (Dillard) addressed Council and withdrew his application for the Park Advisory Committee and declined the other committee he had been asked to consider. He said he prefers the flexibility of continuing to work on park projects through the Festival Association and Community Unity, which is raising funds for phase one of a new play structure, and stressed his decision had nothing to do with anything else. He thanked Mr. Howell, Mr. McIntosh, the Mayor, and volunteers (including "Steve and the Teal Street Gang") for their help with Saturday's event. Council thanked him for his work.

With Mr. Caldwell's withdrawal, the committee would remain at four members, and staff strongly recommended appointing the four candidates recommended by Public Works to give the committee a jump start. No action was taken on expanding the committee to five.

Motion	To appoint David Hopkins, Shawn Bateson, Israel Wafer, and Brett Bustrum to the Winston Park Advisory Committee as recommended by the Public Works Director.
Moved by	Nicholas Wiggins
Seconded by	Dave Cunningham
Result	PASSED Unanimously

The Mayor welcomed the appointees and said Mr. Howell will contact them to schedule their first meeting.

D. Resolution No. 26-1239 — Tokay Street / Jole Allen Court Road and Drainage Improvements

Mr. McIntosh read the title: a resolution of the City of Winston City Council authorizing the City Manager to enter into an agreement with Black Pearl Paving and Excavation for road and drainage improvements from the intersection of SE Tokay Street and Jole Allen Court to Shigley Street.

Public Works Director Howell reported that this is one of several smaller projects, with larger ones (including a mainline installation on Highway 42) in the works. Staff solicited bids from five contractors to install approximately 260 feet of 12-inch storm pipe and five catch basins, and to pave a small section from Tokay to Shigley. He described the area as in very poor condition and confirmed, in response to a question, that the work would address the low spot at the bottom of the street.

Bidder	Bid Amount
Stratton Brothers	\$184,250
Dirty Duck	\$132,600
Black Pearl Paving and Excavation	\$88,450

Staff recommended Black Pearl at \$88,450 plus a 15% contingency, for a total of \$101,717. Asked why the bids varied so widely, Mr. Howell said Black Pearl has performed most of the City's recent projects, including the river siphon; is local; has the staff, equipment, and flexibility to complete the work; and does good work. Mr. McIntosh confirmed that as a resolution, only one motion for adoption was needed.

Motion	To adopt Resolution No. 26-1239 as read.
Moved by	Allen Hobson
Seconded by	Nicholas Wiggins
Result	PASSED Unanimously

E. Resolution No. 26-1240 — SW Park Avenue Roadway, Drainage, and Sanitary Sewer Improvements

Mr. McIntosh read the title: a resolution of the City of Winston City Council authorizing the City Manager to enter into an agreement with Black Pearl Paving and Excavation for roadway, drainage, and sanitary sewer improvements on SW Park Avenue.

Mr. Howell reported that five contractors were solicited and three estimates received, for installation of approximately 152 feet of 8-inch sewer pipe, three laterals, two two-way cleanouts, one manhole, one catch basin, approximately 110 feet of 12-inch storm pipe, and paving to the upper manhole (J18) within City jurisdiction. The City will supply some storm and sewer pipe left over from another project to reduce cost.

Bidder	Bid Amount
Stratton Brothers	\$184,500
Dirty Duck	\$147,650
Black Pearl Paving and Excavation	\$89,090

Staff recommended Black Pearl at \$89,090 plus a 15% contingency, for a total of \$102,453. Asked which project would be done first, Mr. Howell said Tokay/Jole Allen would go first unless the Park Avenue sewer fails. Mr. McIntosh noted both projects are financially possible only because of Council's decision to raise the transportation fee by \$2, which generates approximately \$200,000 in additional revenue. Mr. Howell added that both were on last year's project list but could not be completed.

Motion	To pass Resolution No. 26-1240.
Moved by	Dave Cunningham
Seconded by	Nicholas Wiggins
Result	PASSED Unanimously

11. UPCOMING AGENDA ITEMS

None.

12. NON-AGENDA ITEMS FROM COUNCIL / GOOD OF THE ORDER

Library Board

A member of Council announced a special Library Board meeting on Wednesday, September 23, 2026, at 11:00 AM at the library. The library director has resigned, and the board must meet before the end of the month in connection with the budget. The regular Library Board meeting will be held October 14.

U.S. Postal Service Response

The Mayor read a response received that day from USPS Consumer Relations (service request 91305833) to the City's letter regarding package delivery problems, which had been escalated to USPS executive leadership. The letter stated the inquiry was closed; that local management held a stand-up talk with all carriers on verifying correct delivery points; and that a review of route stop data found no patterns indicating an ongoing issue.

Onikka Driscoll (Winston) suggested escalating to the USPS Office of Inspector General; the Mayor said this had already been done. Ms. Driscoll described residents on a block between Carol and Tokay being required to use paid P.O. boxes and an incident in which several neighbors' mail was torn open and left along the road, which she reported to the non-emergency line without follow-up. A Council member recommended residents freeze their credit to guard against identity theft. Another attendee described a package shown as delivered to his held mail at the post office that could not be located.

A Council-side speaker called the USPS letter an inadequate leadership response and said the City's letter had also been sent to all of Oregon's congressional representatives, including Senators Ron Wyden and Jeff Merkley; the City has received a couple of calls but no substantive follow-up. Residents were encouraged to return upcoming election ballots to the drop box at City Hall (collected daily) or the county elections office at the courthouse rather than mailing them. In response to a question, staff said there are cameras around City Hall and indicated a camera covering the ballot drop box will be in place.

Claims and Announcements

- Checks, copies, and claims in excess of \$500 are included in the Council packet.
- "Coffee with Christie" (as transcribed: "copy with Christie") — Saturday, October 3, 10:00 AM to noon.
- Next City Council meeting — Monday, October 5, 2026, 7:00 PM.
- Special Library Board meeting — Wednesday, September 23, 11:00 AM, at the library.
- Regular Library Board meeting — October 14, 2026.

13. EXECUTIVE SESSION

Mr. McIntosh announced an Executive Session pursuant to ORS 192.660(2)(a) to consider the employment of a public officer, employee, staff member, or individual agent, estimated at 20 minutes, to be held in the back conference room. Media representatives may remain but may not report on the deliberations. Before recessing, the Mayor thanked attendees and again apologized that the meeting had gone "sideways." Council recessed to Executive Session at 7:50 PM and reconvened in open session at 8:20 PM. No action was reported from the Executive Session.

14. CONSOLIDATED VOTING SUMMARY

#	Action	Result
1	Consent Agenda: approve CC minutes 9/8/26; accept EDC minutes 8/12/26	Passed 4–0

City of Winston — City Council Minutes — September 21, 2026 — DRAFT pending Council approval

#	Action	Result
2	Approve four new business licenses	Passed 4-0
3	Appoint four members to Park Advisory Committee	Passed 4-0
4	Adopt Res. 26-1239 — Tokay St./Joellen Ct. (\$101,717 incl. contingency)	Passed 4-0
5	Adopt Res. 26-1240 — SW Park Ave. (\$102,453 incl. contingency)	Passed 4-0

15. ACTION ITEMS

Item	Responsible Party	Deadline / Status
Contact new Park Advisory Committee appointees and convene first meeting	Public Works Director Howell	Pending
Execute agreement with Black Pearl for Tokay St./Jole Allen Ct. improvements (Res. 26-1239)	City Manager	Authorized 9/21/26
Execute agreement with Black Pearl for SW Park Ave. improvements (Res. 26-1240)	City Manager	Authorized 9/21/26; to follow Tokay project
Repair/replace leaking water lines at the park	Public Works	After 9/26/26 event
Review parade permitting and staffing preparedness for future events	City Administrator / staff	Discussed; no date set
Follow up with congressional delegation on USPS delivery issues	Mayor / City Administrator	Awaiting responses
Confirm camera coverage of City Hall ballot drop box	Staff	Stated on record; no formal action
Public request (M. Lanham) for staff report on sex-offender ordinances/park rules and on peaceful protest	Council	Received; no Council direction given
Special Library Board meeting	Library Board	Wed. 9/23/26, 11:00 AM

16. ADJOURNMENT

Following the Executive Session, the meeting was adjourned at 8:21 PM. No motion to adjourn was recorded.

CERTIFICATION

These minutes were approved by the Winston City Council on _____, 2026.

Mayor, Presiding Officer

Date: _____

City Recorder / City Administrator

Date: _____



Application for Business License

Business Name: Winston gunshop
Owner/Agent: Steven Mackay Date of Birth: MEMBER
Driver's License/ID#: MEMBER State: OR Phone: 541-315-9541
Business Location: Winston
Business Mailing Address: 271 SW Main St
City: Winston State: OR Zip: 97496
Business Phone: 541 315 9544 Email: Winston gunshop @ gmail

Scope of Business:

Business Type: GUN Shop
☒ Permanent (Business addressed and/or located within city limits)
Sq. Ft. of Building for Business: 1200 No. of Parking Spaces: 3
☐ Contractor/Mobile Vendor (Business established outside city limits but conducting work within city limits)

Complete the following where applicable, and sign below:

CCB#: _____ DC Health Dept: _____ Other: _____
Current/Upcoming Projects (Input N/A if none): _____

Applicant Signature: _____ Date: 09 22 26

Development Notice:

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

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

Application # 38-26

Revised 06.01.2026 cms

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

Winston Gunshop

LICENSE # 38-26

Business Location 271 SW Main Zoning C6

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

Planning Official THOMAS MCINTOSH Date 9-30-26
Comments: NO LAND USE REQ'S

Police Chief [Signature] Date 092926

Recommendation: ☒ Recommended ☐ Not Recommended
Comments:

City Manager _____ Date _____

Billing Clerk _____ Date _____

Fee \$50 Receipt # 93662 CC _____ Letter/Label ☐ Entered/Mailed ☐

Additional Remarks:

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

Application # 38-26

Revised 06.01.2026 cms



Application for

Business License

Business Name: A+S Towing and Repair LLC
Owner/Agent: Sam Woodall Date of Birth: 03/28/1982
Driver's License/ID#: 52281003 State: OR Phone: 541-529-5000
Business Location: 325 Happy Valley Rd, unit B, Roseburg, OR
Business Mailing Address: 1378 S. Calapooia
City: Sutherlin State: OR Zip: 97479
Business Phone: 541-529-5000 Email: woodallangie@yahoo.com

Scope of Business:

Business Type: Towing

☐ Permanent (Business addressed and/or located within city limits)
Sq. Ft. of Building for Business: _____ No. of Parking Spaces: _____

☒ Contractor/Mobile Vendor (Business established outside city limits but conducting work within city limits)

Complete the following where applicable, and sign below:

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

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

Applicant Signature: Sammy Woodall Date: 9-22-2016

Development Notice:

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Application # 40-26

Revised 06.01.2026 cms

Rec # 93664

*** STAFF USE ONLY ***

A & S Towing and Repair LLC

LICENSE # 40-26

Business Location 325 Happy Valley Rd - Rsbq Zoning N/A

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

Planning Official THOMAS MCINTOSH Date 9-30-26
Comments:

NO LAND USE REQ'D

Police Chief [Signature] Date 09-29-24

Recommendation: ☐ Recommended ☐ Not Recommended
Comments:

City Manager _____ Date _____

Billing Clerk _____ Date _____

Fee \$50 Receipt # 93664 CC _____ Letter/Label ☐ Entered/Mailed ☐

Additional Remarks:

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

Application # 40-26

Revised 06.01.2026 cms



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 07-05-2018

Employer Identification Number:
83-1128789

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4933

A&S TOWING AND REPAIR
SAMMY E WOODALL SR SOLE MBR
1378 S CALAPOOIA ST
SUTHERLIN, OR 97479

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-1128789. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is A&ST. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.



Application for Business License

Business Name: Path of the Rogue LLC
Owner/Agent: Wesley Murphy Date of Birth: 09-01-1980
Driver's License/ID# 1111111111 State: OR Phone: 541-670-6330
Business Location: 265 SE Main St. 265 SW Main St.
Business Mailing Address: 106 NW Mellor Loop
City: Winston State: OR Zip: 97446
Business Phone: 541-670-6330 (Temporary) Email: Capitalist Wes@gmail.com

Scope of Business:

Business Type: Martial Arts

- ☒ Permanent (Business addressed and/or located within city limits)
Sq. Ft. of Building for Business: ~1400 sq ft No. of Parking Spaces: ? shared
☐ Contractor/Mobile Vendor (Business established outside city limits but conducting work within city limits)

Complete the following where applicable, and sign below:

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

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

Applicant Signature: [Signature] Date: 09-25-2026

Development Notice:

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

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

Application # 41.26

*** STAFF USE ONLY ***

LICENSE # 41-26

Business Location 265 SE MAIN ST. Zoning G/C

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

Planning Official THOMAS MCINTOSH Date 9-30-26
Comments:

NO LAND USE REQ'D.

Police Chief [Signature]

Date 09-29-24

Recommendation: ☒ Grant ☐ Deny

Comments:

City Manager _____

Date _____

Billing Clerk _____

Date _____

City Recorder _____

Date _____

Fee \$50 Receipt # 93678 CC _____ Letter/Label ☐ Entered/Mailed ☐

Additional Remarks:

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

Application # 41-26



Application for Business License

Business Name: Lousignont Outdoor Solutions LLC
Owner/Agent: Heath and Angela Lousignont Date of Birth [REDACTED]
Driver's License/ID#: [REDACTED] State: OR Phone 541-729-8694
Business Location: Dillard, OR
Business Mailing Address: P.O. Box 14
City: Dillard State: OR Zip: 97432
Business Phone: 541-729-8694 Email: Lousignont.Outdoor-Solutions@gmail.com

Scope of Business:

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

Complete the following where applicable, and sign below:

CCB#: 257508 DC Health Dept: _____ Other: _____
Current/Upcoming Projects (Input N/A if none): N/A

Applicant Signature: [Signature] Date: 9-25-26

Development Notice:

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

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

Application # 42.26

Revised 06.01.2026 cms

*** STAFF USE ONLY ***

LICENSE # 42-26

Business Location NA Zoning _____

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

Planning Official THOMAS MCINTOSH Date _____
Comments: NO LAND USE REQ'S

Police Chief [Signature] Date 09.29.26

Recommendation: ☒ Recommended ☐ Not Recommended
Comments: _____

City Manager _____ Date _____

Billing Clerk _____ Date _____

Fee \$50 Receipt # 93676 CC _____ Letter/Label ☐ Entered/Mailed ☐

Additional Remarks: _____

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

Application # 42-26

Revised 06.01.2026 cms



**Winston Dillard Watermelon Parade
September 19, 2026**

STR: Equipment

6-Trucks @ \$35.00 per Hr =	\$210.00
<u>1-Dump Truck @ \$100.00 per Hr = \$100.00</u>	
	\$310.00

<u>STR: 6-Staff Members</u>	<u>\$1,035.08</u>
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TOTAL	\$1,345.08
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CITY OF WINSTON, OREGON

RESOLUTION NO. 26-1241

Winston Police Station Seismic Rehabilitation Grant Contract

- Resolution No. 26-1241
- Seismic Rehabilitation Grant Contract - Project EM2607
- City Council staff report and financial impact



RESOLUTION NO. 26-1241

A RESOLUTION OF THE CITY OF WINSTON OREGON CITY COUNCIL, AUTHORIZING THE CITY MANAGER TO ENTER INTO A SEISMIC REHABILITATION GRANT CONTRACT WITH THE OREGON BUSINESS DEVELOPMENT DEPARTMENT FOR THE WINSTON POLICE STATION.

WHEREAS, the Oregon Business Development Department, acting through the Oregon Infrastructure Finance Authority, has awarded the City of Winston a Seismic Rehabilitation Grant Program grant for the Winston Police Station, Project No. EM2607, in an amount not to exceed \$2,345,358; and

WHEREAS, the grant will finance the design and construction of seismic rehabilitation improvements to the Winston Police Station to bring the building to the Basic Performance Objective for Existing Risk Category IV buildings; and

WHEREAS, the grant contract establishes a Project Completion Deadline of September 30, 2028, and requires the City to comply with the terms, conditions, reporting requirements, and other obligations contained in the contract;

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

SECTION 1. The City Manager is hereby authorized to enter into and execute the Seismic Rehabilitation Grant Program Grant Contract with the State of Oregon, acting by and through the Oregon Business Development Department, for the Winston Police Station, Project No. EM2607, in an amount not to exceed \$2,345,358, and to take such actions as are necessary to administer the grant in accordance with its terms.

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 5TH DAY OF OCTOBER 2026.

APPROVED BY THE MAYOR ON THIS 5TH DAY OF OCTOBER 2026.

Christie Knutson, Mayor

Attest:

Thomas McIntosh, City Manager

**SEISMIC REHABILITATION GRANT PROGRAM
GRANT CONTRACT**

Project Name: Winston Police Station

Project Number: EM2607

This grant contract (“Contract”) is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the 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 (“Effective Date”). 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 (without exhibits)
- Exhibit A: General Definitions
- Exhibit B: Project Description
- Exhibit C: Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Estimated Project Cost” means \$2,345,358.

“Grant Amount” means \$2,345,358.

“Project Closeout Deadline” means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 30 September 2028.

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. This Grant is made from the net proceeds from the sale of the Bonds.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. Recipient must submit each disbursement request for the Grant on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.

SECTION 4 - CONDITIONS PRECEDENT

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

This Contract duly signed by an authorized officer of Recipient within 60 days of Recipient's receipt of this Contract document.

- B. 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, has sufficient funding, appropriations, limitations, allotments, allocation 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) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Grant, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
- (6) Any conditions to disbursement elsewhere in this Contract are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. Recipient shall use the Grant (and any interest earned by Recipient on the Grant) only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not transfer Grant proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. Recipient shall apply the Grant to the Costs of the Project in accordance with the Act and Oregon law, as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project and cannot be used for pre-Award Costs of the Project.
- C. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from OBDD or from another State of Oregon agency or any third party.
- D. No Use of Grant for Internal Costs or to Repay Financing. Recipient may not use any of the Grant to pay internal costs charged to the Project by Recipient or by Related Parties or to repay the interest or principal owed for any interim financing for the Project.

- E. Federal Tax Law Limits. Expenditures submitted for reimbursement under this Contract are limited to expenditures for the Project that qualify as capital expenditures for federal income tax purposes.
- F. 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 Contract or that remain unexpended after the earlier of the Project Completion Deadline, the date the Project is completed or the date that this Contract is terminated shall be immediately returned to OBDD, unless otherwise directed by OBDD in writing.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT
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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, and the Project is fully funded.
- B. Eligible Building.
The building to be rehabilitated by the Project is an eligible building under the Act.
- C. Eligible Recipient and Authority.
- (1) Recipient is an eligible applicant under the Act, 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 duly authorized and executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its 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 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: (1) cause a breach of a material agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or

by which the Project or any of its property or assets may be bound; (2) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (3) 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, licenses 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 undertaking and completion of the Project.

SECTION 7 - 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 and the Project. These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law. In particular, but without limitation, Recipient shall comply with the following, as applicable:
- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
 - (2) 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 (2)(a) and (2)(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 (2)(a) or (2)(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 Grant funds 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 Obligations. Recipient shall:

- (1) Provide financial status reports to OBDD for each calendar quarter of the Project. Reports are due no later than the end of the month following each calendar quarter. Reports must be in a format provided by or approved by OBDD and be completed in a manner determined acceptable by OBDD.
- (2) Provide performance / progress status reports to OBDD for each calendar quarter of the Project. Reports are due no later than the end of the month following each quarter. Reports must be in a format provided by or approved by OBDD and be completed in a manner determined acceptable by OBDD.
- (3) Provide final financial status and performance / progress status reports to OBDD about completion of the Project, due no later than the Project Closeout Deadline. The final reports must include totals of all Project expenditures; Recipient's certification that the Project is complete and all payments have been made; and a copy of a certificate of substantial completion or occupancy; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project's completion. Reports must be in a format provided by or approved by OBDD and be completed in a manner determined acceptable by OBDD.
- (4) Complete the Project according to the Project Description in Exhibit B and the Project Budget in Exhibit C, unless otherwise allowed in writing in advance by OBDD.
- (5) Complete the Project, including any cost overruns, 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 by OBDD through this Contract.
- (6) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
- (7) Permit OBDD to conduct field engineering and inspection of the Project at any time.
- (8) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.

D. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of 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. Recipient shall cause the work on the Project to be done so that at completion of the Project the Project's seismic safety performance level will be at immediate occupancy as defined in OAR 123-051-0200(12).

- E. Use of Project. During the Project and for a period of ten years after the Project Completion Date, the Project must be used for its existing purposes. In the case of sale, lease, exchange, abandonment, transfer or other disposition of any substantial portion of or interest in the Project to another party, Recipient shall include, in any contract or instrument that transfers interest in the Project, language in form and substance satisfactory to OBDD, that requires such continued use.
- F. Operation and Maintenance of the Project. During the Project and for a period of ten years after the Project Completion Date, 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. 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.
- G. Insurance, Damage. During the Project and for a period of ten years after the Project Completion Date, 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. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD, not to exceed the Grant Amount, unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- H. Sales, Leases and Encumbrances. During the Project and for a period of ten years after the Project Completion Date, unless specifically described in Exhibit B, 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. Such consent may require payment of OBDD's costs related to such consent and be conditioned upon receipt by OBDD of an opinion of Bond Counsel to the effect that such disposition complies with applicable law and will not adversely affect the exclusion of interest on any State Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code. The term "Bond Counsel" means a law firm determined by OBDD to have knowledge and expertise in the field of municipal law and whose opinions are generally accepted by purchasers of municipal bonds. In the case of sale, lease, exchange, transfer or other disposition of any substantial portion of or interest in the Project, Recipient shall, within 30 days of receipt of any proceeds from such disposition, pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall repay the Grant Amount immediately upon demand by OBDD, unless otherwise agreed by OBDD.
- I. Condemnation Proceeds. During the Project and for a period of ten years after the Project Completion Date, if the Project or any portion is condemned, within 30 days of receipt of any condemnation proceeds, Recipient shall pay such proceeds to OBDD, not to exceed the Grant Amount, unless OBDD agrees otherwise in writing.
- J. Financial Records. Recipient shall keep accurate books and records for the use of the Grant, and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time.

- K. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD: (1) to inspect, at any reasonable time, the property, if any, constituting the Project; and (2) 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.
- L. 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 Grant until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Contract or applicable law. 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.
- M. 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.
- N. 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 firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- O. Notice of Default. Recipient shall give OBDD prompt written notice of any Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. (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 each of its contractors that is not a unit 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 ("Indemnatee") 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 such 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 Indemnatee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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 7P.(1) above to the extent not prohibited by law, Recipient shall defend, indemnify, save and hold harmless and release the State of Oregon, 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, or the Project, PWR, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the Internal Revenue Service, Treasury and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction.
- (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.

Q. Further Assurances. Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended

to be granted by this Contract.

R. Exclusion of Interest from Federal Gross Income and Compliance with Code.

- (1) Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Grant if it finds that the federal tax exemption of the Bonds cannot be assured.
- (2) Recipient shall not, without prior written consent of OBDD, permit any portion of the Project to be used in such a way that could result in the State of Oregon receiving direct or indirect payments or revenues (excluding generally applicable taxes) from any use of the Project.
- (3) Recipient shall not directly or indirectly use any of the Grant proceeds to make or finance loans.
- (4) Upon OBDD's request, Recipient shall furnish written information regarding the Project, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Bonds.
- (5) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Bonds, the covenants contained in this subsection and in Section 7L. will survive the payment of the Bonds, and the interest thereon, including the application of any unexpended Grant proceeds. Recipient acknowledges that the Project may be funded with proceeds of the Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Bonds from gross income for federal income tax purposes.

SECTION 8 - 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, or in regard to compliance with the requirements of Section 103 and Sections 141 through 150 of the Code.
- B. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this Section 8, 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 9 – 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 collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
 - (1) Terminating OBDD's commitment and obligation to make any further disbursements of the Grant under this 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.

If, as a result of Recipient's default, OBDD demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, such amount is due and payable upon demand. OBDD may deduct the amount demanded from any payment due from OBDD or any other agency of the State of Oregon to Recipient, including but not limited to, any payment to Recipient from OBDD under this Contract and any payment to Recipient from OBDD under any other contract or agreement, present or future, between OBDD or any other agency of the State of Oregon and Recipient.

- B. Application of Moneys. Any moneys collected by OBDD pursuant to Section 9A. will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, to repay any Grant proceeds owed; and last, to pay any other amounts due and payable under this Contract.
- 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 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's sole remedy will be for disbursement of the Grant for Costs of the Project, not to exceed the Grant Amount, less any claims OBDD has against Recipient.

SECTION 10 - 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 and Bond 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 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, the Oregon Infrastructure Authority, the grant committee established under ORS 401.910(2) or their respective 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 Boulevard
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 executed 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.

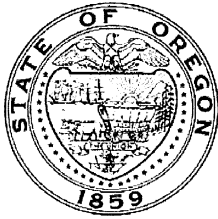
Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). 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.

SIGNATURE TO FOLLOW BELOW

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 as per email dated 25 June 2026
David Berryman, Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

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

“Act” means ORS 401.910, as amended and OAR Chapter 123, Division 51, as amended (Oregon Seismic Rehabilitation Grants Program).

“Award” means the award of financial assistance to Recipient by OBDD dated 28 May 2026.

“Bonds” means the bonds issued pursuant to Article XI-N of the Oregon Constitution, 2026 Series C for seismic rehabilitation, with an initial maturity date of June 1, 2027, a portion of the sale proceeds of which are funding the Grant.

“CFR” means the Code of Federal Regulations.

“Code” means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

“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 Grant 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.

“ORS” means the Oregon Revised Statutes.

“Private Person” means any person or entity other than a state or local governmental unit or an individual not acting in a trade or business. Accordingly, a Private Person would include the federal government, for-profit organizations, non-profit organizations, and individuals who are acting in a trade or business capacity.

“Private Use” means, subject to certain exceptions, the use of a portion or all of the Project by a Private Person if such use is other than as a member of the general public. Private Use can include ownership of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management contract, service or incentive payment contract, output contract, naming rights contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use by employees of Recipient solely in their capacity as employees ordinarily will not be considered Private Use.

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

“Project Costs” means expenditures incurred by Recipient that are (a) reasonable, necessary and directly used for the Project, (b) capital expenditures for federal income tax purposes within the meaning of Section 1.150-1(b) of the Code, and (c) eligible or permitted uses of the Grant under law, including but not limited to the Act, and this Contract. Project Costs do NOT include internal costs charged to the Project by Recipient or payments made to Related Parties, do NOT include loans or grants to be made to third parties, and may not include the payment of principal or interest due on interim financing for the Project. In addition, Project Costs do NOT include the demolition and rebuild of an existing critical public building, partial rehabilitation of a building that does not holistically address all known seismic deficiencies, as defined in OAR 123-051-0200(11), or reimbursement for already budgeted staff and routine or ongoing expenses of the Recipient.

“Related Parties” means, in reference to governmental units or 501(c)(3) organizations, members of the same controlled group within the meaning of Section 1.150-1(e) of the Code, and in reference to any person that is not a governmental unit or a 501(c)(3) organization, a related person as defined in Section 144(a)(3) of the Code.

EXHIBIT B - PROJECT DESCRIPTION

Recipient shall design and construct a seismic rehabilitation project for its Winston Police Station to bring the building to the Basic Performance Objective for Existing Risk Category IV buildings, including but not limited to structural and non-structural deficiencies of the building described in the engineering assessment submitted as part of its application, which is incorporated by reference.

EXHIBIT C - PROJECT BUDGET

Line Item Activity	OBDD Funds	Estimated Other / Matching Funds
Architectural / Engineering	\$320,845	\$0
Construction Management	\$45,031	\$0
Construction	\$1,610,479	\$0
Relocation	\$56,289	\$0
Contingency	\$312,714	\$0
Total	\$2,345,358	\$0

CITY OF WINSTON

CITY COUNCIL STAFF REPORT

Meeting Date	October 5, 2026
Agenda Item	Resolution / Grant Contract Approval
Subject	Resolution No. 26-1241 - Winston Police Station Seismic Rehabilitation Grant Contract
Department	Administration
Prepared By	Thomas McIntosh, City Manager
Attachments	Resolution No. 26-1241; Seismic Rehabilitation Grant Contract - Project EM2607

BACKGROUND

The City of Winston has been awarded funding through the State of Oregon Seismic Rehabilitation Grant Program for seismic improvements to the Winston Police Station. The grant contract is between the Oregon Business Development Department (OBDD), acting through the Oregon Infrastructure Finance Authority, and the City of Winston. The project is identified as Project No. EM2607.

The contract provides a grant of up to \$2,345,358 for the design and construction of seismic rehabilitation improvements to the Police Station. The work is intended to bring the building to the Basic Performance Objective for Existing Risk Category IV buildings and address structural and non-structural deficiencies identified in the engineering assessment submitted with the City's grant application.

DISCUSSION

Grant Amount and Project Budget: The total estimated project cost and maximum grant amount are \$2,345,358. The contract budget allocates \$320,845 for architectural and engineering services, \$45,031 for construction management, \$1,610,479 for construction, \$56,289 for relocation, and \$312,714 for contingency. No City matching funds are identified in the contract budget.

Project Completion: The contract establishes September 30, 2028, as the Project Completion Deadline. Grant funds are provided on an expense reimbursement or costs-incurred basis, and the City must submit required documentation to OBDD to receive disbursements.

City Obligations: The City is required to complete the project in accordance with the approved project description and budget, comply with applicable procurement and prevailing wage requirements, provide quarterly financial and progress reports, maintain project records, and permit OBDD inspection of the project and related records.

Long-Term Use and Maintenance: During the project and for ten years following completion, the City must continue using the Police Station for its existing purpose and operate and maintain the project in good repair.

The City must also maintain appropriate insurance and adopt an operation and maintenance plan acceptable to OBDD by project closeout.

Cost Overruns: The grant is limited to \$2,345,358. Under the contract, any project costs exceeding the available grant funding are the responsibility of the City and must be paid from City resources or other funding sources.

Authorization: Resolution No. 26-1241 authorizes the City Manager to execute the Seismic Rehabilitation Grant Program Grant Contract with OBDD for Project EM2607 and to carry out the actions necessary to administer the agreement in accordance with its terms.

FINANCIAL IMPACT

Approval will provide the City with up to \$2,345,358 in grant funding for the Winston Police Station seismic rehabilitation project. The contract identifies no required matching funds. Grant proceeds may be used only for eligible project costs and are reimbursed based on documented expenses. The City remains responsible for any project costs that exceed the grant amount and for ongoing operation and maintenance obligations required by the contract.

PUBLIC BENEFIT

- Provides substantial state funding for seismic rehabilitation of the Winston Police Station.
- Improves the seismic resilience of a critical public safety facility.
- Supports continued Police Department operations following a seismic event by improving the building toward the required Risk Category IV performance objective.
- Addresses identified structural and non-structural seismic deficiencies in the existing Police Station.
- Reduces the amount of local funding otherwise needed to complete the eligible seismic rehabilitation work.

CITY COUNCIL OPTIONS

1. Adopt Resolution No. 26-1241 and authorize the City Manager to execute the Seismic Rehabilitation Grant Program Grant Contract for Project EM2607.
2. Continue the matter and request additional information or clarification before authorizing the contract.
3. Decline to adopt the resolution and authorize the grant contract.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 26-1241, authorizing the City Manager to execute the Seismic Rehabilitation Grant Program Grant Contract with the Oregon Business Development Department for the Winston Police Station seismic rehabilitation project.

SUGGESTED MOTION

I move to adopt Resolution No. 26-1241, authorizing the City Manager to execute the Seismic Rehabilitation Grant Program Grant Contract with the Oregon Business Development Department for Project EM2607 in an amount not to exceed \$2,345,358.