



CITY OF SWEET HOME CITY COUNCIL AGENDA

September 22, 2026, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

Meeting Information

This meeting is open to the public in person and virtually. The City of Sweet Home is streaming the meeting via the Microsoft Teams platform and asks the public to consider this option. There will be opportunity for public input via the live stream. To view the meeting live, visit <http://live.sweethomeor.gov>. If you do not have access to the internet, you can call in to 971-203-2871 and enter the meeting ID followed by the # sign to be logged in to the call. Meeting ID: 635 790 974

This video stream and call in options are allowed under Council Rules, meet the requirements for Oregon Public Meeting Law, and have been approved by the Mayor and Chairperson of the meeting.

I. Call to Order & Pledge of Allegiance

II. Roll Call

III. Consent Agenda

- a) Approval of Minutes:
 - i) [2026-09-08 City Council Meeting Minutes](#)

IV. Recognition of Visitors & Hearing of Petitions

V. New Business

- a) [Public Hearing – Proposed Sale of 1244 Long Street](#)
- b) [Request for Council Action – Resolution No. 18 for 2026 – Harvest Festival 14th Avenue Closure](#)
- c) [Request for Council Action – Approving the 2026-2029 AFSCME Collective Bargaining Agreement \(CBA\)](#)

VI. Reports of Committees

Administration, Finance & Property Committee – Council President Thorstad

Community Health Committee – Councilor Bronson

Library Advisory Board – Councilor Augsburger

Park & Tree Committee – Councilor Hegge

- [2026-08-18 Park & Tree Committee Meeting Minutes](#)

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.

Planning Commission

- [2026-08-20 Planning Commission Meeting Minutes](#)

Area Commission on Transportation – Councilor Sanchez, Councilor Bronson (alternate)

Chamber of Commerce – Councilor Hegge

Council of Governments – Councilor Bronson, Councilor Sanchez (alternate)

Solid Waste Advisory Council – Councilor Richards

VII. Department Reports

Library

Planning & Building

- [Planning & Building Report – August 2026](#)

Public Works

Finance

- [Finance Department Report – August 2026](#)

Police

- [Police Department Report – August 2026](#)

VIII. Reports of City Officials

City Manager's Report

Mayor's Report

IX. Council Business for Good of the Order

X. Adjournment



CITY OF SWEET HOME CITY COUNCIL MEETING MINUTES

September 08, 2026, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

I. Call to Order & Pledge of Allegiance

The meeting was called to order at 6:30 PM.

II. Roll Call

PRESENT

Mayor Susan Coleman
Council President Josh Thorstad
Councilor Ken Bronson
Councilor Aaron Hegge

ABSENT

Councilor Chelsea Augsburger
Councilor Dylan Richards
Councilor Angelita Sanchez

STAFF

Jason Ogden, City Manager / Police Chief
Cecily Hope Pretty, Deputy City Manager
Angela Clegg, Planning & Building Manager
Megan Dazey, Library Services Director
Adam Leisinger, Special Projects Manager

III. Consent Agenda

Approval of Minutes:

- a) 2026-08-11 City Council Meeting Minutes
- b) 2026-08-25 City Council Executive Session Minutes
- c) 2026-08-25 City Council Meeting Minutes

Council President Thorstad moved to approve the Consent Agenda. Councilor Hegge seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Bronson, Hegge

NAY: None

ABSENT: Augsburger, Richards, Sanchez

IV. Recognition of Visitors & Hearing of Petitions

There were no visitors to be heard.

V. Old Business

- a) Public Hearing & Request for Council Action – Resolution No. 17 for 2026 – Naming 3101 Zelkova Street “Quarry Park”

City Manager Ogden stated that staff previously received consensus from City Council to proceed with the process for naming of publicly owned facilities for 3101 Zelkova Street to “Quarry Park.” He noted that the City complied with the required minimum 30-day publication period and a Public Hearing was necessary to continue the process to adopt the proposed name.

Mayor Coleman opened the Public Hearing at 6:32 PM.

There were no speakers to be heard.

Mayor Coleman closed the Public Hearing at 6:33 PM.

Councilor Bronson moved to approve Resolution No. 17 for 2026. Council President Thorstad seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Bronson, Hegge

NAY: None

ABSENT: Augsburger, Richards, Sanchez

VI. New Business

- a) Request for Council Action – Approving a Contract for City Prosecution Services

City Manager Ogden stated that the City issued a Request for Proposals for City Prosecution Services and received two responses, with Miller, Castleton & Flinn receiving the highest evaluation score and recommended for approval.

Councilor President Thorstad moved to approve the contract as proposed. Councilor Bronson seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Bronson, Hegge

NAY: None

ABSENT: Augsburger, Richards, Sanchez

- b) Request for Council Action – Approving the Equipment & Services Contracts for the Water Treatment Plant Generators Project

City Manager Ogden stated that installation of generators at the Water Treatment Plant were a current Council goal and were funded through a federal grant which included a local match. He noted that the contracts under consideration would cover the generators, engineering, construction, and other services to support completion of the project totaling \$946,842.

Councilor Bronson asked of the timeline for completion. Deputy City Manager Pretty stated that the procurement time for the generators was approximately nine months with additional time needed for construction but the City had recently received a two-year extension for completion from the federal government.

Council President Thorstad moved to approve the contracts as recommended. Councilor Bronson seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Bronson, Hegge

NAY: None

ABSENT: Augsburger, Richards, Sanchez

VII. Reports of Committees

Administration, Finance & Property Committee – Council President Thorstad

Community Health Committee – Councilor Bronson

Library Advisory Board – Councilor Augsburger

Park & Tree Committee – Councilor Hegge

Planning Commission

Area Commission on Transportation – Councilor Sanchez, Councilor Bronson (alternate)

Chamber of Commerce – Councilor Hegge

Council of Governments – Councilor Bronson, Councilor Sanchez (alternate)

Solid Waste Advisory Council – Councilor Richards

Councilor Hegge stated that the Harvest Festival still needed contestants for the Pie Competition if the competition was to take place. Planning & Building Manager Clegg stated that a minimum of two additional adults were needed to meet the minimum. Councilor Hegge recognized Public Works for their recent work in the local parks.

VIII. Department Reports

Library

- Library Report – August 2026

Planning & Building

Public Works

- Public Works Report – August 2026

Finance

Police

Director Dazey stated that donations were currently being accepted for a teen clothing drive that would be free for teen attendees.

IX. Reports of City Officials

City Manager's Report

City Manager Ogden recognized Dominic Valloni, Sean Hegge, and Tyler Rucker for their work in Sankey Park. He reminded everyone to be mindful of school buses returning to the streets. He highlighted Officer Garritt Bolkcom's new role as the School Resource Officer. He reminded everyone of the upcoming Harvest Festival.

Mayor's Report

Mayor Coleman recognized the 25th anniversary of September 11th and noted that the American Legion would host an event.

X. Council Business for Good of the Order

There was no business to be heard.

XI. Adjournment

There being no further discussion, the meeting was adjourned at 6:45 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder

1244 LONG STREET

STAFF SUMMARY



BACKGROUND

The City currently owns 1244 Long Street, also known as the former Santiam Feed Store, which has been sitting vacant for approximately three years. At the corner of Long Street and 13th Avenue, it is in a prime downtown location with commercial development opportunities.

TIMELINE

- September 2023: 1244 Long Street listed for sale
- June 2024: City Council approved purchase not-to-exceed \$300,000
- August 2024: City purchases property for \$260,000
- January 2025: City approached by private business owner about relocating to the property
- August 2025: New roof installed
- November 2025-June 2026: City receives grants to conduct Phase II Environmental Site Assessments; soil contamination found, air samples test negative
- May 2026: Mural installed on the building
- September 2026: Required public notice and hearing of sale

BROKER'S PRICE OPINION

The City solicited a Broker's Price Opinion (BPO) through the Gillott Home Team in September 2026. The BPO, which looks at the site features and compares it to market conditions, placed the current value of the property at \$335,000.

BUSINESS INTEREST

The City has been engaging with Four Seasons Farmers Market, a local grocer that currently operates out of Lebanon. The owners are interested in relocating their operations to Sweet Home and have been investigating quotes for renovations and financing options since initial engagement with staff in January 2025.

As part of the required public process, staff prepared a draft lease-to-own agreement. These terms have not been negotiated and are in no way final; lease terms will come back to City Council for consideration if there is direction given to continue working with Four Seasons.

NEXT STEPS

Staff is seeking direction from City Council on how to proceed with the potential lease-to-own agreement, or other guidance regarding the future of the property.

Brokers Price Opinion

Subject property:

1244 Long Street Sweet Home Or 97386

Approximately 3,800 Square Foot building approximately 78 years old.
0.09 acres total zoned Sweet Home Central Commercial. The property is serviced with street parking only however does have alley access for shipping and receiving. The building is slab on grade with wood framed construction. The roof and roof drains have been replaced approximately 2025. The property is owned by the City of Sweet Home with a market value stated by Linn County at \$273,460. See the Linn County information package attached "A".

Comparative Market Analysis

Average sold listings reflected a value range from \$301,750 to \$358,627

Average active listings came in at range of \$443,980 to \$421,842

The suggested list price from this analysis suggest a value of \$345,000

Projected lease NOI Capitalized Value

Stand alone market retail lease rate average \$0.66 PSF Base Rent with a Gross Modified lease projecting 15% expenses + Annual rent of \$30,000 less \$4,500 for expenses = a Net Operating Income of \$25,5000.

That lease income at a Capitalization Rate of 7.5% would project a value of \$340,000

Opinion of Value:

My projected opinion of value for the subject property due to its condition and location is \$335,000.

Please see the attached supporting information.
Let me know of any questions.

Thank You

Bill W. Flesher
Keller Williams Comercial
541 905 3258
billf@teamgillott.com



Parcel Information

Parcel #:	0245411
Tax Lot:	13S01E31AC09300
Site Address:	1244 Long St
	Sweet Home OR 97386 - 2119
Owner:	City Of Sweet Home
	3225 Main St
	Sweet Home OR 97386 - 3163
Twtn/Range/Section:	13S / 01E / 31 / NE
Parcel Size:	0.09 Acres (3,920 SqFt)
Lot:	
Census Tract/Block:	030401 / 5023
Levy Code Area:	05501
Levy Rate:	24.7490
Market Value Land:	\$0.00
Market Value Impr:	\$0.00
Market Value Total:	\$0.00
Assessed Value:	\$0.00



Tax Information

Tax Year	Annual Tax
2025	
2024	\$1,670.32
2023	\$1,495.74

Legal

Land

Land Use:	201 - COMMERCIAL IMPROVED	Zoning:	Sweet home-C-1 - Central Commercial
Watershed:	Hamilton Creek-South Santiam River	Std Land Use:	2000 - Commercial (General)
Recreation:		School District:	55 - Sweet Home
Primary School:	Oak Heights Elementary School	Middle School:	Sweet Home Junior High School
High School:	Sweet Home High School		

Improvement

Year Built:	1948	Stories:	1	Finished Area:	3,800 SqFt
Bedrooms:		Bathrooms:		Pool:	
Bldg Type:	572 - Retail Store -Multi-Use				

Transfer Information

Rec. Date:	08/02/2024	Sale Price:	\$260,000.00	Doc Num:	9003	Doc Type:	Warranty Deed
Owner:	City Of Sweet Home			Grantor:	BURKS GARRY W		
Orig. Loan Amt:				Title Co:	TICOR TITLE		
Finance Type:				Loan Type:			
				Lender:			

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Transfer Record(s) Found For: 0245411
1244 Long St, Sweet Home OR 97386

Recording Date	08/02/2024	Sale Amount	\$260,000.00	Mtg 1 Amount	
Grantee Name	CITY OF SWEET HOME	Title Co	TICOR TITLE	Mtg 1 Loan Type	
Grantor Name	BURKS GARRY W	Doc #	9003	Doc Type	71 / Warranty Deed
Lender					

Linn County
2025 Real Property Assessment Report
Account 245411

Map 13S01E31-AC-09300
Code - Tax ID 05501 - 245411

Tax Status Non-Assessable
Account Status Active
Subtype NORMAL

Legal Descr See Record

Mailing CITY OF SWEET HOME
3225 MAIN ST
SWEET HOME OR 97386

Deed Reference # 2024-9003
Sales Date/Price 08-01-2024 / \$260,000
Appraiser UNKNOWN

Property Class 941 **MA** **SA** **NH**
RMV Class 201 04 03 013

Site	Situs Address	City
	1244 LONG ST	SWEET HOME

Value Summary					
Code Area		RMV	MAV	AV	RMV Exception CPR %
05501	Land	58,950		Land	0
	Impr	214,510		Impr	0
Code Area Total		273,460	69,510	0	0
Grand Total		273,460	69,510	0	0

Land Breakdown								
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class Trended RMV
05501	1	☒			Commercial Site	110	0.09 AC	58,950
Code Area Total							0.09 AC	58,950

Improvement Breakdown								
Code Area	ID #	Year Built	Stat Class	Description	Trend %	Total Sqft	Ex% MS Acct	Trended RMV
05501	100	1948	572	Retail store - multi-use	110	5,920	100	214,510
Code Area Total						5,920		214,510

Exemptions / Special Assessments / Notations								
Exemptions (RMV) ■ ORS 307.090 - Cities and Towns								
Notations ■ CITIES AND TOWNS ORS 307.090 ADDED 2025								

Appraisal Maint 2025-TAX STATUS CHANGE TO NON-ASSESSABLE, 2026-MAINTENANCE (CR - OTHER), 2027-MAINTENANCE (CR - OTHER)

Comments 25MX: CITY PURCHASED. MADE NON-ASSESSABLE. 10/24 NB

STATEMENT OF TAX ACCOUNT

Linn County Courthouse, Room 214

300 4th Ave SW, PO Box 100

Albany, Oregon 97321-8600

(541) 967-3808

9-Sep-2026

CITY OF SWEET HOME
3225 MAIN ST
SWEET HOME OR 97386

Tax Account #	245411	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	05501
Situs Address	1244 LONG ST SWEET HOME OR 97386	Interest To	Sep 15, 2026

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2024	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,670.32	Nov 15, 2024
2023	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,495.74	Nov 15, 2023
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,464.55	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,506.98	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,472.17	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,356.74	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,344.91	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,291.09	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,241.71	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,192.32	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,158.62	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,114.34	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,080.88	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,035.42	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$985.89	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$954.34	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$924.63	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$901.89	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$828.61	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$813.25	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$814.43	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$791.05	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$721.74	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$709.71	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$616.50	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$590.86	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$551.29	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$642.71	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$648.06	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$490.53	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$529.26	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$517.15	Nov 15, 1993
1992	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,017.18	Nov 15, 1992
1991	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,079.67	Nov 15, 1991
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$33,554.54	

STATEMENT OF TAX ACCOUNT

Linn County Courthouse, Room 214
300 4th Ave SW, PO Box 100
Albany, Oregon 97321-8600
(541) 967-3808

9-Sep-2026

CITY OF SWEET HOME
3225 MAIN ST
SWEET HOME OR 97386

Tax Account #	245411	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	05501
Situs Address	1244 LONG ST SWEET HOME OR 97386	Interest To	Sep 15, 2026

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
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RECORDING REQUESTED BY:



52 E Airport Rd
Lebanon, OR 97355

LINN COUNTY, OREGON		2024-09003
D-WD	08/02/2024 08:49:01 AM	
Stn=10118 GANTAJ		
\$15.00 \$11.00 \$10.00 \$60.00 \$19.00	\$115.00	
I, Marcie Richey, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.		
Marcie Richey - County Clerk		

AFTER RECORDING RETURN TO:

Order No.: 471824132252-CR
Kelcey Young
City of Sweet Home, a municipality
3225 Main St.
Sweet Home, OR 97386

SEND TAX STATEMENTS TO:

City of Sweet Home, a municipality
3225 Main St.
Sweet Home, OR 97386

APN/Parcel ID(s): 245411
Tax/Map ID(s): 13S01E31-AC-09300
1244 Long Street, Sweet Home, OR 97386

SPACE ABOVE THIS LINE FOR RECORDER'S USE

STATUTORY WARRANTY DEED

Garry W. Burks and Catherine A. Burks, Grantor, conveys and warrants to **City of Sweet Home, a municipality**, Grantee, the following described real property, free and clear of encumbrances except as specifically set forth below, situated in the County of Linn, State of Oregon:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

THE TRUE AND ACTUAL CONSIDERATION FOR THIS CONVEYANCE IS TWO HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS (\$260,000.00). (See ORS 93.030).

Subject to:

Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.

Rights of the public to any portion of the Land lying within the limits of streets, roads and highways.

Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

After recording
return to Ticor Title

471824132252

STATUTORY WARRANTY DEED
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 8-1-24

Garry W. Burks
Garry W. Burks

Catherine A. Burks
Catherine A. Burks

State of Oregon
County of Union

This instrument was acknowledged before me on 8-1-24 by Garry W. Burks and Catherine A. Burks.

Carrie Ann Ruiz Royer
Notary Public - State of Oregon

My Commission Expires: 1-1-2028

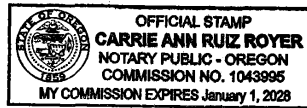
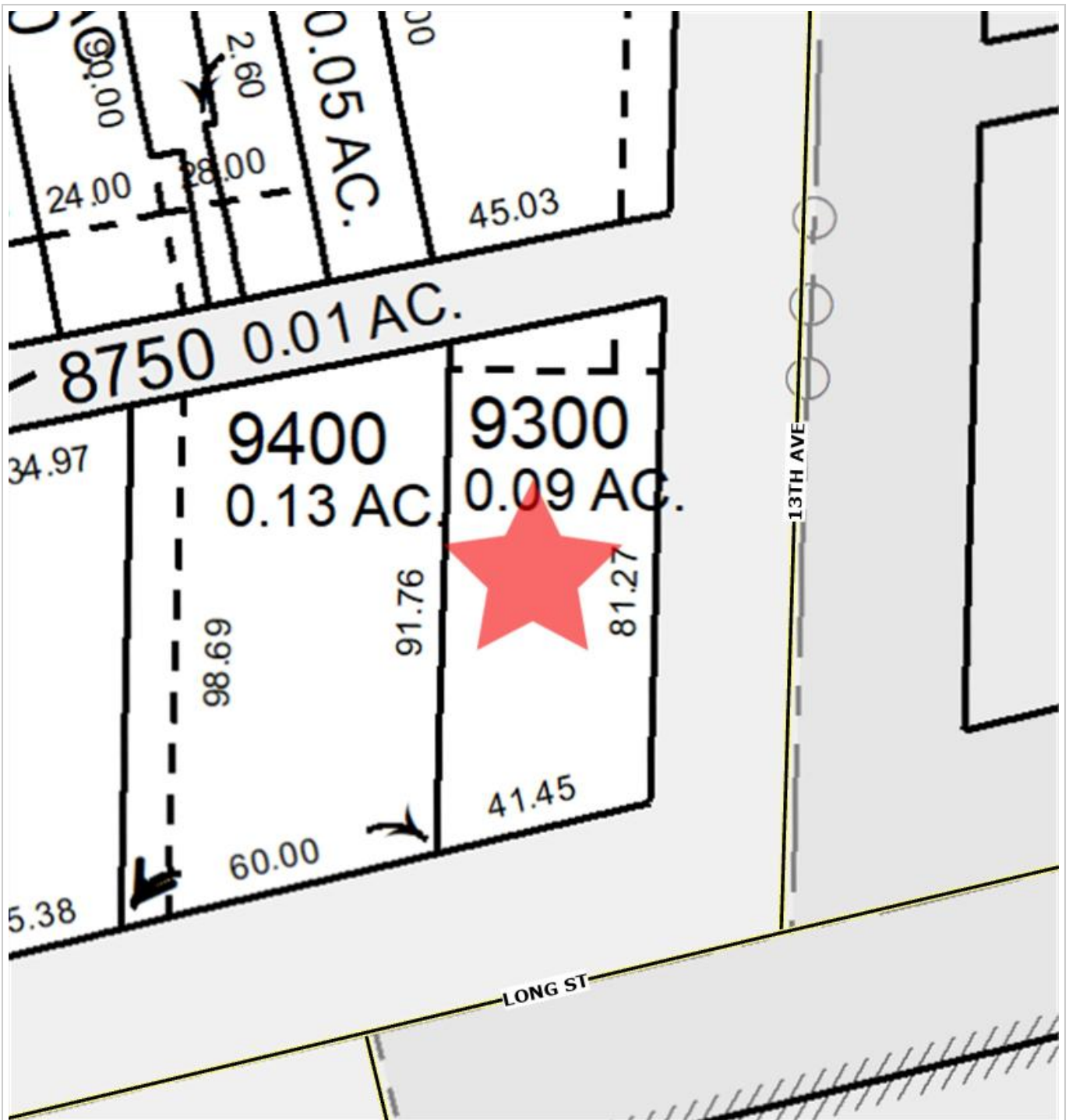


EXHIBIT "A"
Legal Description

A tract of land situated in Section 31, Township 13 South, Range 1 East of the Willamette Meridian, in the City of Sweet Home, Linn County, Oregon, more particularly described as follows:

Beginning at a point on the North line of the John T. Ames Donation Land Claim No. 46 which is North 89°32' East 875.3 feet from the Southeast corner of the East projection of the Lowell Ames Donation Land Claim No. 47, in Township 13 South, Range 1 East of the Willamette Meridian; thence North along the West line of 13th Street (formerly Minniece Street) a distance of 14.1 feet to the Southeast corner of that certain tract of land conveyed to the City of Sweet Home for alley purposes by John D. Gardner and wife by Warranty Deed, recorded August 13, 1949 in Book 209, Page 806, Linn County Deed Records; thence along the Southerly line of said last mentioned tract and the Southerly line of that tract conveyed to the City of Sweet Home by W.F. Mickenham and wife by Warranty Deed, recorded May 13, 1949 in Book 208, Page 407, Linn County Deed Records, South 76°53' West 40.88 feet to the Northwest corner of that certain tract of land conveyed by R. B. Hall et al to D.L. Ashton and Daisy Ashton by Warranty Deed, recorded November 1, 1950 in Book 218, Page 45, Linn County Deed Records; thence South parallel to the West line of said 13th Street 100.36 feet to the Northerly line of Long Street; thence North 74°48' East along said Northerly line of Long Street 41.45 feet to the West line of 13th Street; thence North along said West line of 13th Street 84.8 feet to the Point of Beginning.

All charges against the real property
for tax account number 24541
have been paid as of the recording
date of this instrument.
By: Attorney
Date: 8/1/2024



Parcel ID: 0245411

Site Address: 1244 Long St

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

[illegible]

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Aerial Map



TICOR TITLE™

Parcel ID: 0245411

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Flood Map

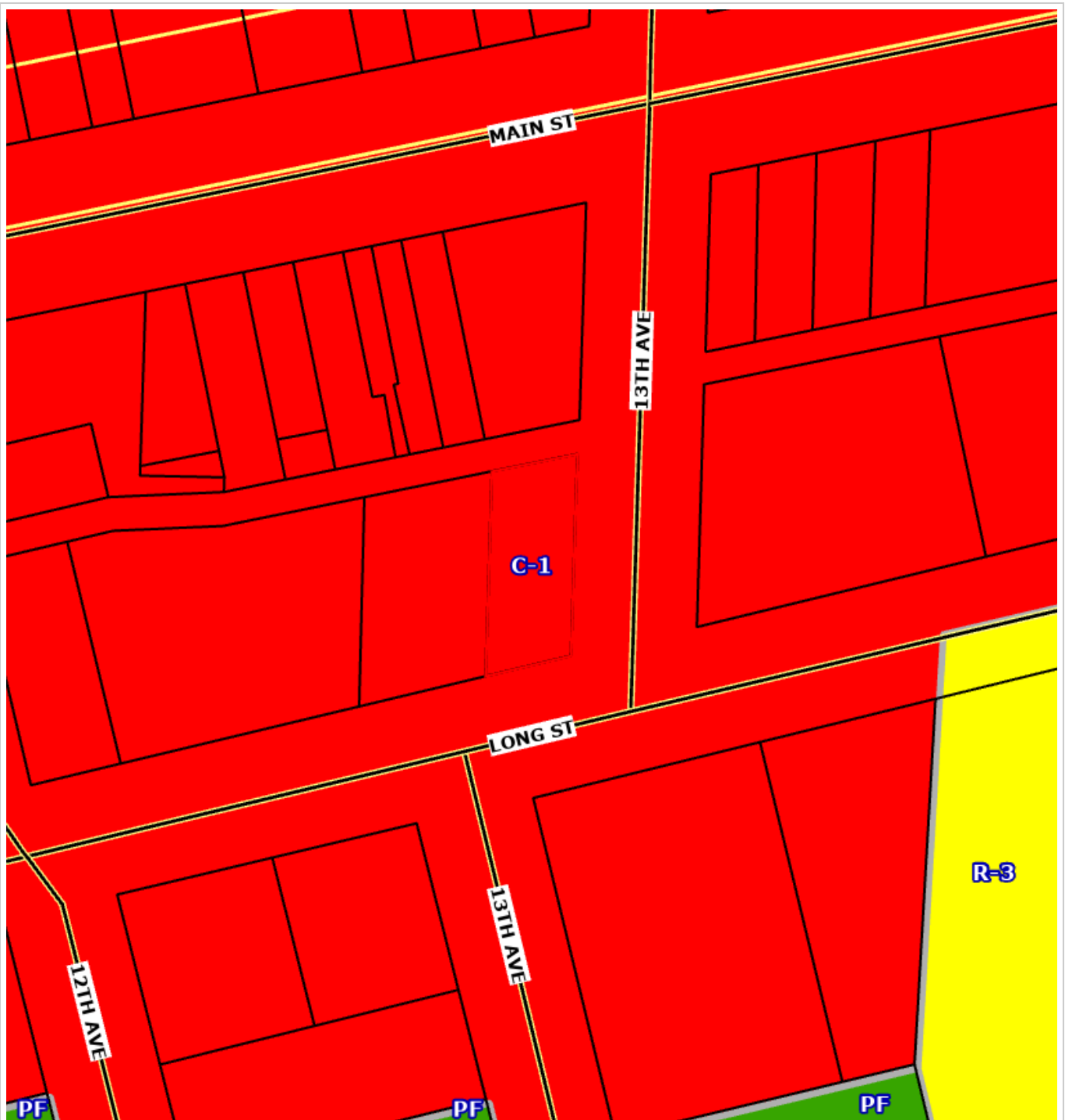


TICOR TITLE™

Parcel ID: 0245411

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Zoning Map



TICOR TITLE™

Parcel ID: 0245411

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Building Material and Soil Vapor Phase II Environmental Site Assessment

1244 Long Street, Sweet Home, Oregon

Prepared for:

Oregon Cascades West Council of Governments and City of Sweet Home

March 10, 2026

Project No. M0575.02.002

Prepared by:

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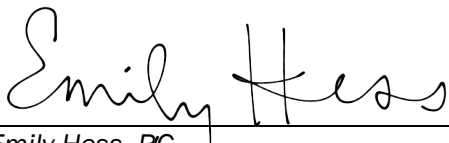


Building Material and Soil Vapor Phase II Environmental Site Assessment

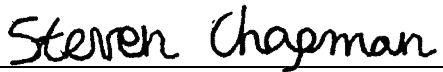
1244 Long Street, Sweet Home, Oregon

The material and data in this report were prepared under the supervision and direction of the undersigned.

Maul Foster & Alongi, Inc.

A handwritten signature in black ink that reads "Emily Hess". The signature is written in a cursive style with a horizontal line extending to the right.

Emily Hess, RIG
Senior Hydrogeologist

A handwritten signature in black ink that reads "Steven Chapman". The signature is written in a cursive style with a horizontal line extending to the right.

Steven Chapman
Staff Geologist, GIT

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Abbreviations

ACM	asbestos-containing material
CVOCs	chlorinated volatile organic compounds
DCE	dichloroethene
DEQ	Oregon Department of Environmental Quality
EPA	U.S. Environmental Protection Agency
ESA	environmental site assessment
G2	G2 Consultants
HBM	hazardous building material
IICRC	Institute of Inspection, Cleaning and Restoration Certification
LBP	lead-based paint
MFA	Maul Foster & Alongi, Inc.
OCWCOG	Oregon Cascades West Council of Governments
OSHA	Occupational Safety and Health Administration
PCB	polychlorinated biphenyl
PCE	tetrachloroethene
the Property	1244 Long Street, Sweet Home, Oregon
PQAPP	Programmatic Quality Assurance Project Plan
RBC	risk-based concentration
TCE	trichloroethene
TPH	total petroleum hydrocarbons

1 Introduction

On behalf of the Oregon Cascades West Council of Governments (OCWCOG) and the City of Sweet Home, Maul Foster & Alongi, Inc. (MFA), conducted this Phase II environmental site assessment (ESA) to characterize potential environmental impacts to building materials and soil vapor at 1244 Long Street, Sweet Home, Oregon (the Property; see Figure 1-1). The City of Sweet Home is the Property Owner.

This report summarizes the significant data gap and additional finding identified at the Property and the results of the Phase II ESA conducted to further assess environmental conditions of the building materials and soil vapor.

OCWCOG is the recipient of an EPA (U.S. Environmental Protection Agency) Brownfields Coalition Assessment Grant (agreement no. 4B-02J52101) and is using the grant to undertake a variety of brownfield site assessment projects in Linn and Benton Counties, including at the Property. The overall objective for OCWCOG is to conduct brownfield site assessments that achieve a representative profile of the environmental conditions at sites using appropriate data to support site planning and redevelopment decision making.

The Phase II ESA was conducted consistent with the site-specific work plans^{1,2} and the programmatic quality assurance project plan (PQAPP)³ that MFA prepared for OCWCOG.

2 Background

2.1 Property Background

The 0.09-acre Property is located at 1244 Long Street in Sweet Home, Oregon, on Linn County tax lot 13S01E31AC0930002300 (see Figures 1-1 and 2-1). According to the April 2025 City of Sweet Home Zoning Map, the Property is currently zoned C1 – Commercial Central.⁴ According to Linn

¹ MFA. 2025. *Site-Specific Hazardous Building Materials Work Plan/Sampling and Analysis Plan, 1244 Long Street, Sweet Home, OR 97386*. Prepared for Oregon Cascades West Council of Governments and City of Sweet Home. Maul Foster & Alongi, Inc.: Portland, OR. October 8.

² MFA. 2025. *Site-Specific Vapor Assessment Work Plan/Sampling and Analysis Plan, 1244 Long Street, Sweet Home, OR 97386*. Prepared for Oregon Cascades West Council of Governments and City of Sweet Home. Maul Foster & Alongi, Inc.: Portland, OR. December 10.

³ MFA. 2024. *Programmatic Quality Assurance Project Plan, Oregon Cascades West Council of Governments, Linn and Benton Counties EPA Brownfields Coalition Assessment Grant Number 4B-02J52101*. Prepared by Maul Foster & Alongi, Inc.: Portland, Oregon. June 3.

⁴ City of Sweet Home. 2025. "Sweet Home Zoning Map – April 2025." <https://www.sweethomeor.gov/media/36276>. Accessed October 22.

County,⁵ the current building was constructed in 1948 as a 5,920-square-foot retail store. The City of Sweet Home acquired the Property on August 1, 2024. According to the City of Sweet Home, the Property was a feed store for several decades with retail in the front half of the building and storage of product and chemicals in the back half. The Property is currently a vacant and unused retail space with a structure that comprises the entire parcel. The adjoining properties were historically used for retail, and service-oriented business purposes. According to Linn County, the structure on the parcel directly west (1234 Long Street) was built in 1950 as a multi-use retail store.⁶ This structure is physically connected to the building on the Property, with no separation between the two structures. According to records reviewed, a dry cleaner operated at this parcel in the 1980s. Since at least 1995, this parcel has been owned and occupied by Cornerstone Fellowship Church.

2.2 Previous Environmental Findings

To date, no environmental investigations have been completed at the Property to assess whether contamination is present in surface and/or subsurface media (e.g., soil, soil vapor, groundwater), or whether hazardous building material are present in the building. Based on the information provided by the current and prior owners of the Property, past environmental assessment of the Property is limited to a Phase I ESA.⁷

The Phase I ESA did not reveal any recognized environmental conditions or controlled recognized environmental conditions in connection with the Property, but the following significant data gap was identified:

- **Proximity to Historic Dry Cleaning Facility.** The building on the Property is physically connected to the building to the west that was a former dry cleaning facility in the 1980s. Solvents such as tetrachloroethene (PCE) and trichloroethene (TCE) are commonly associated with historical dry cleaners, though no records of solvent use or other chemical releases from the dry cleaner were identified in reviewed documents. However, given the period in which dry cleaning operations took place, the adjacency of the dry cleaner to the Property, the high mobility of solvents in groundwater, and the potential for the solvents to volatilize into soil vapor and indoor air, the former dry cleaner has the potential to have impacted the Property. The lack of assessment of this potential impact is considered a significant data gap.

The following additional finding was identified for the Property.

- **Mold, Asbestos-Containing Materials, and Lead-Based Paint.** Consistent with ASTM guidance, the presence of mold, asbestos-containing material (ACM), lead-based paint (LBP), and other hazardous building materials (HBM) were not evaluated during the Phase I ESA. An HBM survey could be conducted to determine whether mold, ACM, LBP, or other HBM are present in the structure at the Property. Given the age of the structure (constructed in approximately 1948), the Phase I ESA found that ACM and LBP may be present at the Property. If the structure is to be renovated or demolished as part of development, an HBM survey will inform abatement and disposal options for the construction debris.

⁵ Linn County. "2024 Real Property Assessment Report." <https://lc-helionweb.co.linn.or.us/psa/download/?report=AssessmentSummary&accountId=245411&rollType=Real&year=2024>. Accessed October 7, 2025.

⁶ Linn County Assessor. 2025. "Property Search Online." <https://lc-helionweb.co.linn.or.us/psa/detail/245429/R>. Accessed October 29.

⁷ MFA. 2025. *Phase I Environmental Site Assessment, 1244 Long Street, Sweet Home, OR 97386*. Prepared for City of Sweet Home. Maul Foster & Alongi, Inc.: Portland, OR. November 3.

To address this significant data gap and additional finding, the following items were recommended in the Phase I ESA to investigate the Property:

- **Phase II ESA.** Sub-slab drilling and collection of soil vapor should be conducted to investigate potential contaminants arising from the operations of the adjacent former dry cleaning facility. Sample analysis should consider the following contaminants: gasoline-range total petroleum hydrocarbons (TPH) and chlorinated volatile organic compounds (CVOCs), including PCE, TCE, and related breakdown products. Comparison of these data to current Oregon Department of Environmental Quality (DEQ) vapor intrusion risk-based concentrations (RBCs) will help assess whether future occupants of the building would be at risk of exposure to chemicals in indoor air, and if so, whether activity use limitations or mitigation are needed.
- **Mold and Hazardous Building Materials Survey.** A mold and hazardous building materials survey could be conducted to determine whether mold, ACM, or LBP are present in the building at the Property.

Based on the potential for solvents to have been released at the former dry cleaning facility, contaminants of interest in soil vapor for this assessment are:

- Gasoline-range TPH.
- CVOCs—PCE; TCE; 1,1-dichloroethene (DCE); cis-1,2-DCE; trans-1,2-DCE; and vinyl chloride.

3 Phase II ESA Summary

The purpose of this Phase II ESA was to evaluate conditions of building materials and soil vapor at the Property that are associated with the Phase I ESA findings described above. MFA prepared a site-specific health and safety plan for the sub-slab soil vapor assessment in general accordance with the Occupational Safety and Health Administration (OSHA) and Oregon Administrative Rules. A copy of the health and safety plan was maintained on site for use by MFA staff during the sub-slab soil vapor assessment. G2 Consultants (G2) conducted the HBM and mold survey and maintained a health and safety plan specific to their work.

3.1 HBM and Mold Survey

G2 conducted the HBM and mold survey on December 10, 2025 (Appendix A). The survey consisted of a building inspection and sample collection for ACM and LBP, and a visual inspection for universal waste and items suspected of containing mercury or polychlorinated biphenyls (PCBs). The scope of the survey was limited to readily accessible interior and exterior materials of the structure; the survey excluded the roof.

Additionally, G2 performed a limited mold investigation of the structure. The scope of work included a visual inspection of all readily accessible areas of concern to determine the presence and extent of all water-related damage, moisture issues, and mold growth, and the collection of ambient air samples to determine airborne mold spore concentrations.

3.1.1 Asbestos

G2 performed a visual and tactile inspection to identify the presence, quantity, and location of accessible ACM within the structure. All identified accessible suspect materials were sampled. Destructive sampling techniques were utilized to gain access to potentially hidden materials such as within wall cavities or other interstitial spaces.

Samples were collected from 15 locations. One material tested positive for asbestos: sheet vinyl covering 16 square feet of the restroom. This material was observed to be in good condition at the time of survey. Material descriptions of sampled materials, locations, approximate quantities, asbestos type and percentage, and conditions are tabulated in G2's report in Appendix A.

Other suspect ACMs may be present in the structure that were outside of this scope of work, or in areas that were not accessible at the time of the survey.

Until such time as disturbance of identified and presumed ACM is proposed (e.g., for building maintenance, renovation, or demolition), such materials should remain undisturbed (excluding non-destructive activities such as painting) to prevent the release of asbestos fibers to air.

If identified or presumed ACM are currently exposed in areas that could be disturbed during routine future use of the building, these areas should be abated or encapsulated prior to occupancy.

If identified and presumed ACM will be disturbed in the future, inspection and abatement must be completed by individuals or contractors certified under the Asbestos Hazard Emergency Response Act and licensed by the state of Oregon, respectively.

See G2's report in Appendix A for considerations and recommendations.

3.1.2 Lead

The lead content of painted surfaces on both the interior and exterior of the structures was measured using an X-ray fluorescence (XRF) analyzer. The readings were collected from the predominant interior and exterior colors of paint to characterize the general distribution of lead in painted building surfaces.

The enamel glazing of the restroom sink and six painted surfaces (both interior and exterior) tested positive for lead at concentrations at or above 1.0 milligram per square centimeter. The locations and descriptions of these positive readings are tabulated in G2's report.

LBP and lead-containing paint films could create lead dust and contaminate air, soil, and stormwater if disturbed. If conditions of intact paint surfaces become destabilized, these conditions will need to be addressed. Any paint films in poor condition must be stabilized if the structure is to be demolished.

If any construction or modernization work is done on the premises, contractors and other personnel who may impact these materials should be informed of the results of this inspection. Federal OSHA and Oregon OSHA have requirements for employees working with or around LBP and lead-containing paint.

See G2's report in Appendix A for considerations and recommendations.

3.1.3 Universal Waste, Mercury, and PCBs

The inspection identified the following items in the structure that are suspected of containing mercury and PCBs, or that are classified as universal waste:

- Four-foot Fluorescent Tubes – 24 (suspected of containing mercury and should be handled as universal waste)
- Ballasts – 12 (suspected of containing PCBs and should be handled as universal waste)

If universal waste or items suspected of containing mercury and PCBs are identified and expected to be disturbed during future maintenance, renovation, or demolition, these items must be removed and disposed of properly according to local, state and federal guidelines.

3.1.4 Mold

Mold growth was not observed in the building, but multiple areas of water damage and water staining were observed throughout. No building materials had elevated moisture content at the time of the investigation. The likely cause of the water damage is due to a failing roof combined with the Property having sat vacant for an extended period without central heating or cooling in operation.

Five microbial air samples were collected. One indoor air sample was collected in the southern room (Customer Sales Room), one in the central room (Scale Room), and one in the northern room (Back Storage). Two outdoor control samples were collected for comparison purposes. The indoor airborne mold spore concentrations in the building were elevated when compared to the outdoor concentrations identified on the control samples.

Considering the results of the sampling and G2's limited visual assessment, G2 made the following recommendations to address mold-related concerns:

- **Water Source**—According to the City of Sweet Home, the roof was replaced within the last few years. If signs of leakage persist or worsen, retain a qualified contractor to assess and address the condition of the roof to determine if the roofing needs replaced, or if leaking areas can be patched. Additionally, heating and cooling air conditioning methods should be utilized to maintain the internal temperature of the building and reduce the relative humidity below 65 percent.
- **Restoration**—Water-stained and water-damaged ceiling tiles were observed in the Customer Sales Room. Water damage was also observed in the carpet in the Office Nook, and the plaster walls in the Customer Sales Room. Water staining was observed on the wood walls and shelves in the Scale Room and Back Storage Room. Water damage was observed to wood wall paneling in the Restroom.

Retain a qualified industry professional to replace all damaged ceiling tiles and carpet, and treat water-stained wood with an anti-microbial agent.

Air sampling results indicate concealed mold growth is likely present in concealed spaces, such as under carpets, above ceiling or within affected walls.

- **Mold Remediation**—If mold growth is discovered during repairs or future renovations, develop a scope of work to remediate mold growth. All work should be performed by qualified and trained mold remediation professionals following industry best practices as outlined in the Institute of Inspection, Cleaning and Restoration Certification (IICRC) S520 guidance document.⁸ Engineering controls, such as plastic barriers and mechanical exhaust/ventilation, should be used to isolate the work area from the rest of the building, and prevent the dispersal of construction dust and mold spores to unaffected areas.

⁸ ANSI/IICRC S520 Standard for Professional Mold Remediation. <https://iicrc.org/s520/> Accessed March 9, 2026.

All affected porous materials like drywall and fiberglass batt insulation should be removed and replaced, with remediation being performed out at least 18 inches past the visible mold growth. Wood studs that are damaged beyond repair should also be replaced. However, affected wood structural members can be cleaned in place with abrasive measures, as long as the structural integrity can be maintained.

- **Follow-Up Air Sampling**—Consider performing follow-up air sampling after the above-listed recommendations have been completed to ensure that indoor mold spore concentrations in the building have been reduced to below outdoor control concentrations.
- **Future Water Intrusion Events**—In the future, If there are ever any water-loss events in the building, conduct water extraction activities within 48 hours of the water event to reduce the potential for water damage and mold growth. G2 recommends that all water intrusions be promptly responded to by qualified industry professionals, and that water extraction services be performed in accordance with industry best practices as detailed in the IICRC S500 Standard and Reference Guide for Professional Water Damage Restoration guidance document.⁹

3.2 Subsurface Soil Vapor Sampling

3.2.1 Field Activities

Before conducting ground-disturbing activities, MFA contacted the Oregon Utility Notification Center to locate public underground utilities entering the Property. Additionally, on February 4, 2026, Applied Professional Services, Inc., assessed the proposed boring locations for the presence of underground utilities.

The investigation was completed on February 4, 2026. To collect sub-slab soil vapor samples, MFA installed four temporary soil vapor sampling ports through the concrete floor within the building interior and collected samples from each port. Sample locations are shown on Figure 2-1. A photograph log documenting the investigation is included as Appendix B.

Sampling point installation and sampling was conducted as outlined in the PQAPP and the site-specific assessment work plan, and following DEQ's vapor intrusion guidance.¹⁰ The samples were placed at least 5 feet from the edge of the concrete slab (as defined by the location of exterior walls) at the southern (LONG-001), west-central (LONG-002), east-central (LONG-003), and northern (LONG-004) portion of the building to achieve spatial coverage of the structure.

The soil vapor samples were collected immediately beneath the concrete slab using laboratory-supplied, certified, pre-evacuated, one-liter, stainless steel Summa canisters equipped with a 5-minute flow controller to regulate the flow of soil vapor into the canisters. The sampling equipment was connected such that the equipment could be purged, leak tested, and shut-in tested. Helium was contained around the sampling apparatus and sample port to serve as a leak-check compound.

During sampling, MFA recorded the sampling start and stop times, the initial and final canister vacuum readings, the helium check results, and weather conditions. In addition, MFA collected organic vapor readings at each sampling point using a photoionization detector. This information was recorded on the soil vapor field sampling datasheet (see Appendix C).

⁹ ANSI/IICRC S500 Standard for Professional Water Damage Restoration. <https://iicrc.org/s500/> Accessed March 9, 2026.

¹⁰ DEQ. 2025. *Guidance for Assessing and Remediating Vapor Intrusion into Buildings*. Oregon Department of Environmental Quality: Portland, OR. March.

Disposable field equipment, personal protective equipment, and other consumables used during the investigation (paper towels, etc.) were placed in trash bags and disposed of as non-hazardous municipal waste off-site. No other investigation derived waste (e.g., soil, decontamination fluids) was generated.

3.2.2 Analytical Methods

The soil vapor samples were submitted under chain-of-custody protocols to Friedman & Bruya, Inc., in Seattle, Washington and were analyzed for the following contaminants of interest:

- Gasoline-range TPH by EPA Method TO-15
- CVOCs (PCE; TCE; 1,1-DCE; cis-1,2-DCE; trans-1,2-DCE; and vinyl chloride) by EPA Method TO-15
- Oxygen, carbon dioxide, and methane by EPA Method 3C to evaluate biodegradation as a mechanism of soil vapor attenuation
- Helium by ASTM D1946 to verify whether helium entered the sampling system during the leak check as a quality assurance measure

3.2.3 Analytical Results

The laboratory reports are provided as Appendix D. The data validation memorandum is provided as Appendix E. Helium was not detected in any sample, indicating the sample collection system did not leak. These non-detections together with the results of the data validation indicate all other data are considered acceptable for their intended use, with the appropriate data qualifiers assigned.

The soil vapor analytical results are provided in the attached table and compared to the DEQ chronic and acute RBCs for soil vapor intrusion into residential and commercial buildings. While the current and likely future use of the Property is commercial, residential RBCs were included due to nearby residential land use and in the event residential use of the Property is proposed in the future.

The following is a summary of the data:

- **Gasoline-range TPH**—Gasoline-range TPH was detected at a concentration exceeding the chronic vapor intrusion RBC for residential and commercial receptors at location LONG-004. Gasoline-range TPH was not detected in the other three samples. The source of gasoline-range TPH at LONG-004 may be related to solvent use at the former dry cleaning facility situated directly west of the Property. Other than the former dry cleaner, potential off-Property sources of gasoline contamination were not identified during the Phase I ESA.
- **CVOCs**—PCE was detected at all four locations. The PCE detections at locations LONG-002, LONG-003, and LONG-004 exceeded the acute and chronic vapor intrusion RBCs for residential and commercial receptors. The PCE detection at location LONG-001 exceeded the chronic vapor intrusion RBC for residential receptors but was below the commercial receptor value. TCE was detected at LONG-002 and LONG-004. The concentration of TCE at LONG-002 exceeded the chronic vapor intrusion RBC for residential and commercial receptors. The breakdown products 1,1-DCE; cis-1,2-DCE; trans-1,2-DCE; and vinyl chloride were not detected.
- **Fixed Gases**—Carbon dioxide was detected at concentrations ranging from 0.264 percent to 0.650 percent; methane was not detected; and oxygen was detected at concentrations ranging from 22.6 percent to 23.5 percent. As noted in DEQ's vapor intrusion guidance, soil vapor oxygen concentrations greater than 2 percent demonstrate potential conditions that allow for biodegradation.

4 Conclusions and Recommendations

The Phase II ESA included an HBM survey conducted in December 2025 and a soil vapor assessment conducted in February 2026 to assess the data gap and finding identified in the November 2025 Phase I ESA. The following is a summary of the Phase II ESA findings:

- **ACM**—One material tested positive for asbestos: sheet vinyl covering 16 square feet of the restroom. This material was observed to be in good condition at the time of survey. G2 provided recommendations for the structure (see Section 3.1.1 and Appendix A).
- **LBP**—The enamel glazing of the restroom sink and six painted surfaces tested positive for lead concentrations at or above 1.0 milligram per centimeter squared. The location and description are tabulated in G2's report. G2 provided the recommendations for the structures (see Section 3.1.2 and Appendix A).
- **Universal Waste, Mercury, and PCBs**—Fluorescent tubes (suspect for containing mercury) and ballasts (suspect for containing PCBs) were identified in the structure and are classified as universal waste.
- **Mold**—The indoor airborne mold spore concentrations in the structure were elevated when compared to the outdoor concentrations identified in the control samples. Water damage and water staining were observed throughout the building. G2 concluded that water damage and water staining were caused by a combination of a failing roof and the building having sat vacant for an extended period without central heating or cooling in operation. G2 provided the recommendations for the building (see Section 3.1.4 and Appendix A).
- **Soil Vapor**—Gasoline-range TPH, PCE, and TCE were detected at concentrations exceeding the vapor intrusion RBCs for commercial and residential receptors beneath the building slab. These RBC exceedances confirm that solvent releases likely occurred at the former dry cleaning facility and have impacted the Property.

The detections of CVOCs and gasoline-range TPH in soil vapor does not confirm that these chemicals are present in indoor air. To assess whether chemicals in soil vapor are impacting indoor air quality, MFA recommends that the City of Sweet Home conduct an indoor air assessment of the building. This assessment would consist of the collection of multiple indoor air samples and one outdoor air sample over 14 days. The samples would be analyzed for gasoline-range TPH and CVOCs.

If gasoline-range TPH and/or CVOCs are detected in indoor air at concentrations exceeding commercial vapor intrusion RBCs, then installation of a vapor mitigation would likely be necessary to eliminate the risk of exposure of future occupants to these chemicals.

If gasoline-range TPH and/or CVOCs were not detected, or detected at concentrations less than the commercial vapor intrusion RBCs, then DEQ would likely require at least one additional indoor air sampling event because vapor intrusion rates can vary depending on seasonal atmospheric conditions and groundwater elevations. Ideally, one sampling event would occur during the late winter to early spring and a second event would occur during the late summer to early fall.

Since the Phase II ESA has confirmed that soil vapor is impacted by dry cleaning chemicals and gasoline-range TPH, it is possible that these chemicals are also present in soil and groundwater on

the Property. The Property and surrounding area are supplied with potable water by the City of Sweet Home, and use of on-site groundwater would not be proposed in the future. Therefore, further assessment of groundwater is not necessary, nor should the City be required to assess contamination in groundwater originating from another property where another party is potentially liable for the contamination.

The existing building eliminates the potential for direct contact with contaminated soil, and therefore further assessment of soil is not necessary at this time. If future use of the Property may include activities such as building demolition or utility installations where human direct contact with soil is possible, MFA recommends preparation and implementation a Contaminated Media Management Plan to prevent construction and excavation worker exposure to potentially contaminated soil and groundwater, and to ensure proper management of excavated contaminated soils and groundwater (if excavation dewatering becomes necessary).

Depending on the proposed future use of the Property and the measures by which risk of exposure to chemicals in soil, soil vapor, and groundwater would be managed, DEQ may require execution of an easement & equitable servitude to ensure the measures remain in place until such time as it is demonstrated to DEQ's satisfaction that chemicals are no longer present at concentrations exceeding the applicable RBCs.

Limitations

The services undertaken in completing this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This report is solely for the use and information of our client unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this report.

The purpose of an environmental assessment is to reasonably evaluate the potential for or actual impact of past practices on a given site area. In performing an environmental assessment, it is understood that a balance must be struck between a reasonable inquiry into the environmental issues and an exhaustive analysis of each conceivable issue of potential concern. The following paragraphs discuss the assumptions and parameters under which such an opinion is rendered.

No investigation is thorough enough to exclude the presence of hazardous materials at a given site. If hazardous conditions have not been identified during the assessment, such a finding should not, therefore, be construed as a guarantee of the absence of such materials on the site, but rather as the result of the services performed within the constraints of the agreed-upon scope, limitations, and costs.

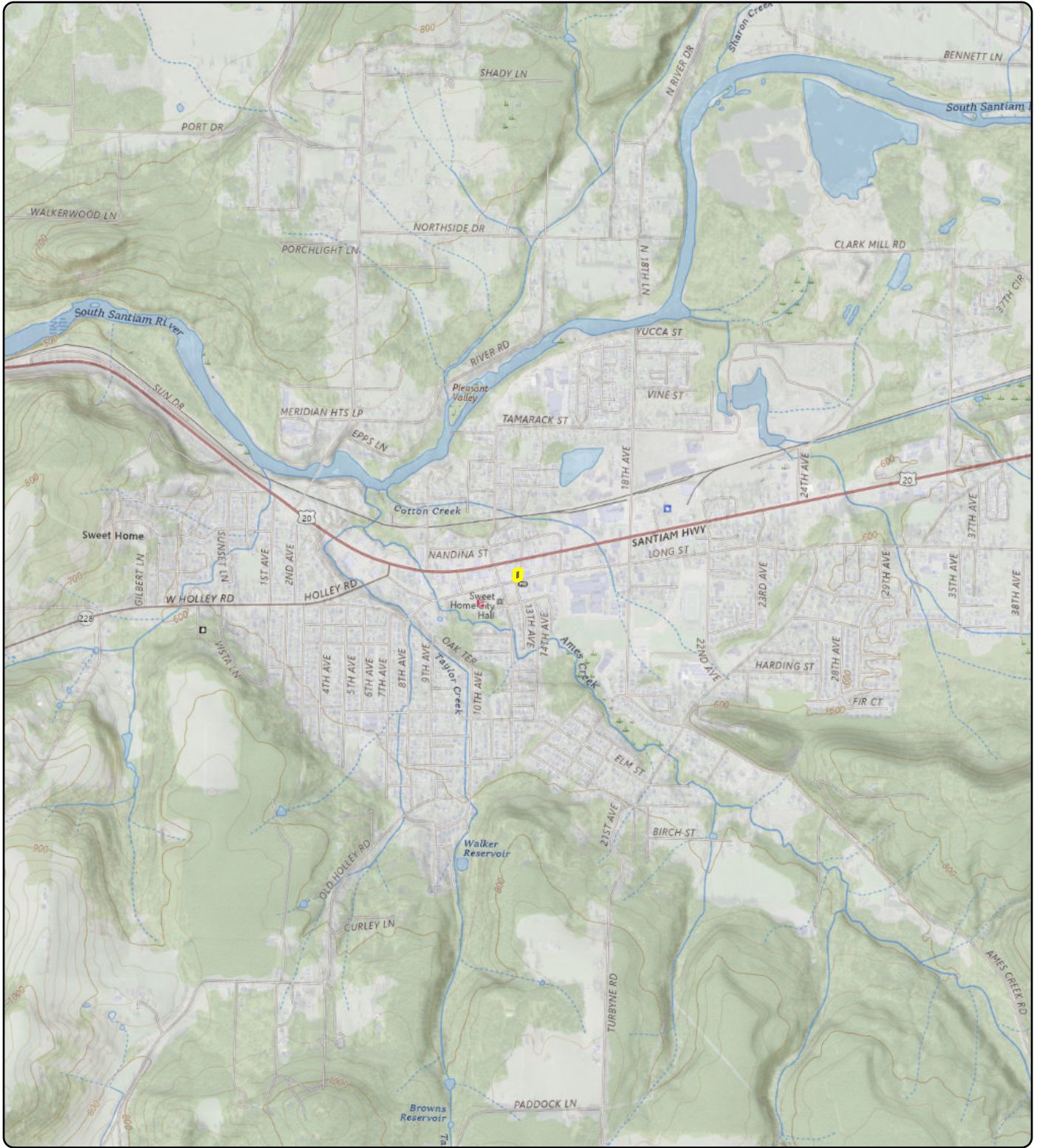
Environmental conditions that cannot be identified by visual observation may exist at the site. Where subsurface work was performed, our professional opinions are based in part on interpretation of data from discrete sampling locations that may not represent actual conditions at unsampled locations.

Except where there is expressed concern by our client, or where specific environmental contaminants have been previously reported by others, the presence of naturally occurring toxic substances, potential environmental contaminants inside buildings, or contaminant concentrations that are not of current environmental concern may not be reflected in this document.

Figures



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Notes
U.S. Geological Survey 7.5-minute topographic
quadangle: Sweet Home.
Township 13 south, range 1 east, section 31.

Data Source
Property boundary obtained from Linn County.

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Legend

 Property Boundary

Figure 1-1
Property Location

1244 Long Street
Sweet Home, Oregon



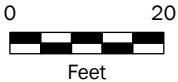
Path: X:\0_MFA Projects\M0575\02\002\Pro\M0575_02_002_003_Sweet Home.aprx Fig 2-1 Property Features Sweet Home
Print Date: 10/8/2025
Reviewed By: ehess
Produced By: jclstrott
Project: M0575 02_002 003



Figure 2-1
Property Overview and
Sample Locations
1244 Long Street
Sweet Home, Oregon

Legend

-  Property Boundary
-  Tax Lot
-  Sub-Slab Soil Vapor Sample



Data Sources
Aerial photograph obtained from Google; tax lot data
obtained from Linn County.

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Table



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Table
Soil Vapor Analytical Results
1244 Long Street, Sweet Home, Oregon



Location:	DEQ RBC in Soil Vapor, Chronic ⁽¹⁾				DEQ RBC in Soil Vapor, Acute ⁽²⁾		LONG-001	LONG-002	LONG-003	LONG-004
Sample Name:	Cancer		Noncancer		Noncancer		LONG-001	LONG-002	LONG-003	LONG-004
Collection Date:	Residential	Commercial	Residential	Commercial	Residential	Commercial	02/04/2026	02/04/2026	02/04/2026	02/04/2026
Petroleum Hydrocarbons (ug/m³)										
Gasoline-range hydrocarbons	NV	NV	10,000	40,000	NV	NV	1,100 U	1,600 U	1,600 U	55,000
CVOCs (ug/m³)										
1,1-Dichloroethene	NV	NV	140	580	6,700	20,000	2.1 U	3.1 U	3.2 U	3.1 U
cis-1,2-Dichloroethene	NV	NV	1,400	5,800	NV	NV	2.1 U	3.1 U	3.2 U	3.1 U
Tetrachloroethene (PCE)	360	1,600	1,400	5,800	1,400	4,000	480	25,000 J+	2,100 J+	3,900 J+
trans-1,2-Dichloroethene	NV	NV	1,400	5,800	26,000	80,000	2.1 U	3.1 U	3.2 U	3.1 U
Trichloroethene (TCE)	16	100	70	290	70	210	0.57 U	110	0.86 U	4.3
Vinyl chloride	5.6	93	1,800	7,500	43,000	130,000	0.68 U	1 U	1 U	0.98 U
Fixed gases (%)										
Carbon dioxide	NV	NV	NV	NV	NV	NV	0.264	0.650	0.344	0.617
Methane	NV	NV	NV	NV	NV	NV	0.095 U	0.095 U	0.115 U	0.115 U
Oxygen	NV	NV	NV	NV	NV	NV	22.6	23.5	22.9	23.3
Notes Shading (color key below) indicates values that exceed screening criteria; non-detects (U) were not compared with screening criteria. DEQ RBC in Soil Vapor, Chronic, Cancer, Residential DEQ RBC in Soil Vapor, Chronic, Cancer, Commercial DEQ RBC in Soil Vapor, Chronic, Noncancer, Residential DEQ RBC in Soil Vapor, Chronic, Noncancer, Commercial DEQ RBC in Soil Vapor, Acute, Noncancer, Residential DEQ RBC in Soil Vapor, Acute, Noncancer, Commercial CVOC = chlorinated volatile organic compound. DEQ = Oregon Department of Environmental Quality. J+ = result is estimated, but the result may be biased high. NV = no value. RBC = risk-based concentration. U = result is non-detect at the method reporting limit. ug/m ³ = micrograms per cubic meter.										
References ⁽¹⁾ DEQ. 2025. Table 1: Chronic Vapor Intrusion Risk-Based Concentrations. Oregon Department of Environmental Quality. March. ⁽²⁾ DEQ. 2025. Table 2: Acute Vapor Intrusion Risk-Based Concentrations. Oregon Department of Environmental Quality. March.										

Appendix A

Regulated Building Materials Survey



MAUL
FOSTER
ALONGI



Regulated Building Materials Survey & Mold Investigation

Purpose: Pre-Renovation

Client:

Maul Foster & Alongi, Inc.
330 E Mill Plain Boulevard, Suite 405
Vancouver, Washington 98660

Project:

Commercial Property
1244 Long Street
Sweet Home, Oregon 97386

G2 Project #: G25-398

December 19, 2025

Prepared By:

G2 Consultants
7312 SW Durham Road
Portland, Oregon 97224
888-998-4224
www.g2ci.com
CCB#: 253530

Regulated Building Materials Survey

G2 Consultants Project #: G25-398

Purpose of Inspection: Pre-Renovation

Scope of Inspection: Limited Regulated Building Materials Survey & Mold Investigation

Project Description: Commercial Property

Project Address: 1244 Long Street
Sweet Home, Oregon 97386

Owner or Facility Operator: City of Sweet Home
3225 Main Street
Sweet Home, Oregon 97386

Owner or Facility Operator Phone #: 541-818-7110

Technical Certifications

Consultant	Discipline	Certification #	Regulatory Agency	Phone Number
Chase Eckersell	Asbestos Building Inspector	IRO-25-9965B	EPA	971-485-5469
	Lead Risk Assessor	2597-Indv-R	OR Health Authority	
		9152597-RA	OR CCB	
David Jeong	Asbestos Building Inspector	IN-25-6065C	EPA	971-499-8035

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Executive Summary

G2 Consultants (G2) was retained by Maul Foster & Alongi, Inc. (MFA) to conduct a regulated building materials survey (RBMS). The survey consisted of a building inspection for asbestos-containing materials (ACM) and lead-based paint (LBP), and a visual inspection for universal waste and items suspected of containing mercury or polychlorinated biphenyls (PCBs). The survey was conducted at the commercial property located at 1244 Long Street, in Sweet Home, Oregon. The scope of the survey was limited to readily accessible interior and exterior materials of the structure, excluding the roof, as specified by MFA. Additionally, G2 performed a limited mold investigation of the property. The scope of the mold investigation included a visual inspection of all readily accessible areas of concern to determine the presence and extent of all water-related damage, moisture issues, and mold growth, and the collection of ambient air samples to determine airborne mold spore concentrations. Authorization was provided by Emily Hess, Senior Hydrogeologist with MFA.

Date(s) of Inspection: December 10, 2025

Purpose of Inspection: Pre-Renovation

Scope of Inspection: Limited Regulated Building Materials Survey

Asbestos

Results of this survey have determined that materials listed in the following table are ACMs, containing asbestos in an amount greater than 1%:

Asbestos-Containing Materials Identified or Presumed - Overview				
Material Description	Material Location	Approx. Quantity	Condition	Friable Y/N
Sheet Vinyl, Beige Pebble Pattern	Restroom	16 sq. ft.	Good	Y

NOTE: Friability listed is based on conditions at the time of G2's survey. Materials may become friable if disturbed.

Lead-Based Paint

Multiple paint films analyzed were determined to contain lead concentrations above the United States Housing and Urban Development (HUD) and EPA Renovation, Repair and Painting (RRP) threshold for LBP of 1.0 milligram per centimeter squared (mg/cm²).

Lead above the 1.0 mg/cm² threshold was also identified in the enamel glazing of the restroom sink within the building.

Universal Waste, Mercury and PCBs

Results of the inspection indicate that items suspect for containing mercury and PCBs, or that are classified as universal waste were present in structure included as part of this scope of work.

Mold Investigation

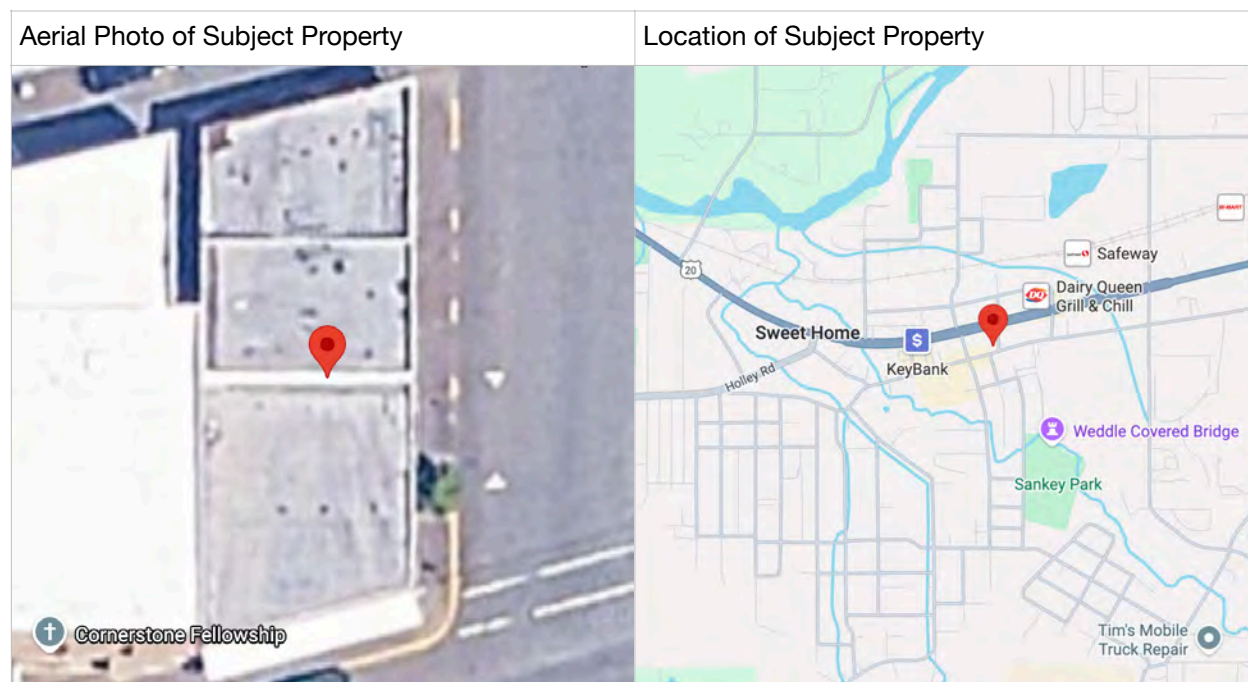
Water-stained and water-damaged ceiling tiles were observed in the Customer Sales Room. Water damage was also observed in the carpet in the Office Nook, and the plaster walls in the Customer Sales Room. Water staining was observed on the wood walls and shelves in the Scale Room and Back Storage Room. Water damage was observed to wood wall paneling in the Restroom. Moisture meter readings showed all affected building materials had moisture content within industry recommended ranges. The water damage and staining were likely the result of a failing roof, which has reportedly been addressed. The property having sat vacant for an extended period could also be a contributing factor, as any heating or cooling systems have not been active. The relative humidity inside the building the building at the time of the investigation was 72%, above the recommended upper limit of 65% published by the American Society of Heating Refrigeration and Air Conditioning Engineers (ASHRAE) Standard 62.1-2013, *Ventilation for Acceptable Indoor Air Quality*.

Five total microbial samples were collected. One indoor sample was collected in Customer Sales Room, one in the Scale Room, and one in the Back Storage. Two outdoor control samples were collected for comparison purposes. The indoor airborne mold spore concentrations in the building were elevated when compared to the outdoor concentrations identified on the control samples.

Details of the survey, results, material locations and quantities, etc. can be found in the following sections of this report.

Description of Structure(s)

Type of facility:	Commercial
Past uses:	Commercial
Age of construction:	1948
Approximate square footage:	3,920 sq.ft
Number of floors:	1
Outbuildings included in inspection:	None
Inaccessible rooms/areas:	None



Scope of Inspection

G2 was contracted by MFA to conduct a pre-renovation building inspection for regulated building materials. The survey was conducted at the commercial property located at 1244 Long Street, in Sweet Home, Oregon. The inspection was conducted for operations and maintenance purposes and as an initial screen for potential renovation planning. The scope of the inspection included suspect ACM and lead-based paint in accessible areas of the interior and exterior of the building, excluding the roof, and a visual inspection for universal waste and items suspected of containing mercury or PCBs, as specified by Emily Hess with MFA. The sampling was conducted to represent all suspect materials within the scope of work. Additionally, G2 performed a limited mold

investigation of the building to determine the presence and extent of all water-related damage, moisture issues, and mold growth.

Asbestos

The scope of services was to perform a visual and tactile inspection, and identify the presence, quantity and location of the accessible ACM, within the area(s) of the scope of work. All identified accessible suspect materials were sampled. The building was unoccupied at the time of the survey. Therefore, destructive sampling techniques were utilized to gain access to potentially hidden materials such as within wall cavities or other interstitial spaces.

Other suspect ACMs may be present in the building that were outside this scope of work, or in areas that were not accessible at the time of the survey. Furthermore, the material locations and quantities provided in this report represent the areas within the scope of work only.

Lead-Based Paint

The LBP inspection was performed in accordance with the U.S. Environmental Protection Agency Renovation, Repair and Painting Rule because it was conducted by a licensed LBP inspector using documented methodologies, such as those in Housing and Urban Development Guidelines Chapter 7 (2012 Edition), and the EPA RRP guidelines.

Readings of the lead content of painted components throughout the areas within the scope of work were collected using an X-Ray Fluorescence (XRF) device. The readings were taken from the predominant accessible interior and exterior paint films including surfaces coated with shellac, varnish, stain, etc., in order to provide a general indication of the distribution of lead. All Federal and State regulations governing the inspection of LBP were followed.

LBP may be present in the structure that was not accessible at the time of the survey. LBP identified during this survey may potentially be located in additional areas of the property, and at greater quantities than those stated in this report.

Universal Waste, Mercury and PCBs

A visual inspection of the buildings was conducted for the presence of universal waste and items suspect for containing PCBs and mercury.

Mold Investigation

The scope of the inspection was limited to the interior of the building, as reported by MFA. G2's scope of work included a visual inspection of all readily accessible areas of concern within the building to determine the presence and extent of all water-related damage, moisture issues, and mold growth. The purpose of the investigation was to conduct a visual assessment and collect ambient air samples to determine airborne mold spore concentrations.

Inspection Findings

Asbestos

Results of this survey have determined that materials listed in the following table are ACMs, containing asbestos in an amount greater than 1%:

Asbestos-Containing Materials Identified or Presumed							
HM No.†	Material Description	Material Location	Approx. Quantity	No. of Samples	Asb. Type & %	Condition	Friable Y/N
11	Sheet Vinyl, Beige Pebble Pattern	Restroom	16 sq. ft.	2	Chrysotile 30%	Good	Y

NOTE: Friability listed is based on conditions at the time of G2's survey. Materials may become friable if disturbed.

† - Homogeneous material number

Results of this survey have determined that materials listed in the following table do not contain asbestos in an amount greater than 1%:

Non Asbestos-Containing Materials Identified				
HM No.†	Material Description	Material Location	Asb. Type & %	No. of Samples
1	Plaster	Interior - Sales Floor	None Detected	3
2	Ceiling Tile, 16" x 32"	Interior - Sales Floor	None Detected	2
3	Ceiling Tile, 12" x 12" and Tan Glue Dots	Interior - Office Nook	None Detected	2
4	Carpet Glue, Tan (Top Layer)	Interior - Office Nook	None Detected	2
5	Carpet Glue, Cream (Bottom Layer)	Interior - Office Nook	None Detected	2
6	Brick Mortar, Light Gray	Interior - Scale Room	None Detected	2
7	Wall Panel Adhesive, Tan	Interior - Sales Floor	None Detected	2
8	Cementitious Patching, Gray	Interior - Scale Room	None Detected	2
9	Drywall and Joint Compound	Interior - Back Storage	None Detected	2
10	CMU Mortar, Gray	Interior - Back Storage	None Detected	2
12	Stucco (Type A)	Exterior - Siding (South Face)	None Detected	2
13	Stucco (Type B)	Exterior - Siding (East Face)	None Detected	2
14	Caulking, White	Exterior - Windows and Doors	None Detected	2
15	Window Glazing, White	Exterior - Windows	None Detected	2

† - Homogeneous material number

Details of the samples collected, including locations of individual samples can be found in Appendix A: Laboratory Analysis Results & Chain of Custody.

Lead-Based Paint

The types of components listed in the table below indicate the presence of lead at or above the EPA RRP and HUD Guidelines action level. The EPA and HUD definition of “positive” LBP is lead equal to or greater than 1.0 mg/cm². Additional details including reading number, floor, substrate, side, color and lead content details are located in the XRF Readings Table found in Appendix B.

Testing Combinations with Lead Equal to or Greater than 1.0 mg/cm ²						
Site Address	Structure	Component	Room Equivalent	Substrate	Condition	Result
1244 Long Street, Sweet Home, OR	Main Building	Sink	Restroom	Enamel	Intact	Positive
1244 Long Street, Sweet Home, OR	Main Building	Door	Restroom	Wood	Intact	LBP
1244 Long Street, Sweet Home, OR	Main Building	Door	Front Entry	Wood	Intact	LBP
1244 Long Street, Sweet Home, OR	Main Building	Door Jamb	Front Entry	Wood	Intact	LBP
1244 Long Street, Sweet Home, OR	Main Building	Door Jamb	Exterior	Wood	Intact	LBP
1244 Long Street, Sweet Home, OR	Main Building	Wall	Exterior	Stucco	Intact	LBP
1244 Long Street, Sweet Home, OR	Main Building	Garage Door	Exterior	Wood	Intact	LBP

NOTE: Readings in the table noted as LBP, are paint films with lead concentrations at or above 1.0 mg/cm². Readings in the table noted as Positive, are non-painted surfaces, such as ceramic tile, with lead concentrations at or above 1.0 mg/cm²

Per HUD guidelines, for each era of construction to be inspected, all testing combinations in each room equivalent were identified and tested by XRF. A testing combination is characterized by the room equivalent, the component type, and the substrate. A room equivalent is an identifiable part of a building (room, exterior, foyer, etc.). Painted surfaces include any surface coated with paint, shellac, varnish, stain, paint covered by wallpaper, or any other coating. Wallpaper was assumed to cover paint unless building records or physical evidence indicated no paint was present. At least one individual XRF reading was collected on each testing combination in each room equivalent. For walls, at least four readings were collected (one reading on each wall) in each room equivalent. A different visible color does not by itself result in a separate testing combination.

According to HUD Guidelines Chapter 7, if one testing combination (i.e. window, door) is positive for lead in an interior or exterior room equivalent, then all other similar testing combinations in those areas are also assumed to be positive for lead.

The XRF testing was conducted using an XRF lead paint analyzer. A surface-by-surface visual assessment of the painted and/or finished surfaces was conducted to determine which lead-coated surfaces/components are deteriorated at or above de minimis levels, specifically, the EPA's minor repair and maintenance activities thresholds (40 CFR § 745.83). The EPA de minimis thresholds apply to work that disrupts: (a) 6 square feet or less of painted surface per room for interior activities; or (b) 20 square feet or less of painted surface for exterior activities; provided that

none of the work practices prohibited or restricted by 40 CFR § 745.85(a)(3) were used and where the work does not involve window replacement or demolition of painted surface areas.

EPA regulations define deteriorated paint as, "any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate" (40 CFR § 745.63).

Universal Waste, Mercury and PCBs

Results of the inspection indicate that items suspect for containing mercury and PCBs, or that are classified as universal waste were present in the areas included as part of this scope of work. The following is a list of items observed:

- 4' Fluorescent Tubes - 24
- Ballasts - 12

Microbial Air Sampling

Five total microbial air samples were collected. One indoor sample was collected in the sales floor, one in the scale room, and one in the back storage. Two outdoor control samples were collected for comparison purposes. Based on the microbial air sample results in the following table, the indoor airborne mold spore concentrations in the building were elevated when compared to the outdoor concentrations identified on the control samples.

Results of Microbial Air Sampling			
Sample #	Sample Description	Sample Location	Confirming Results*
G25-398-OA1	Air Sample - Non-Viable (Control)	Outdoors - South of Building	<i>Control</i>
G25-398-IA1	Air Sample - Non-Viable	Indoors - Sales Floor	<i>Penicillium/Aspergillus</i>
G25-398-IA2	Air Sample - Non-Viable	Indoors - Scale Room	-
G25-398-IA3	Air Sample - Non-Viable	Indoors - Back Storage	<i>Cladosporium</i>
G25-398-OA2	Air Sample - Non-Viable (Control)	Outdoors - North of Building	<i>Control</i>

* Indoor variations of a few spores of various spore types are common in microbial sampling and do not represent a significant variation from outdoor air. Results shown in the table only reflect data which indicates elevated mold growth. For a complete list of the specific mold types that were present, see laboratory results in Appendix A.

Recommended Response Actions

Asbestos

Asbestos-Containing Materials (ACM)

Any building material which contains asbestos in an amount greater than 1% is considered an ACM by the United States Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA), and by the State of Oregon Department of Environmental Quality (DEQ) and the Oregon Occupational Safety and Health Division (OR-OSHA).

Results of the survey have determined that the sheet vinyl in the restroom is ACM. The material was observed to be in good condition at the time of the survey.

If any untested suspect materials are encountered during demolition activities, they should be assumed to be ACM and not disturbed, unless sampling and analysis of the materials proves otherwise.

Friability is determined by whether a material can be crumbled, pulverized or reduced to a powder by pressure of an ordinary human hand. The friability of materials listed in this report are based on the present state and actual conditions of the materials observed at the time of G2's survey. Materials listed as non-friable can become friable through impact or damage.

All identified and presumed ACM must be removed by a licensed asbestos abatement contractor, or other certified individual, prior to impact if they are to be disturbed during renovation activities. ACM remaining in the building should be managed in good condition, under an Operations and Maintenance Plan, and checked regularly for damage.

OR-OSHA requires a variety of actions when ACM is present in a commercial structure. These include labelling, warning signs, hazard communication and periodic inspections. All of the requirements of a building owner/operator with regard to asbestos can be found in [Oregon Administrative Rules \(OAR\) 437, Division 2](#).

Any ACM likely to be disturbed during renovation or demolition activities, other than by incidental contact with no generation of debris related to other construction activities, should be abated by a licensed asbestos abatement contractor. Any activities conducted where the primary object of the activity is the removal of ACM must be conducted by a licensed asbestos abatement contractor or other properly trained individuals.

The National Emissions Standards for Hazardous Air Pollutants (NESHAPs) requires that all Regulated Asbestos-Containing Materials (RACMs) be removed from a building prior to demolition.

Asbestos-Containing Materials - 1% Asbestos or Less

Any building material which contains asbestos in an amount of 1% or less is considered asbestos-containing by OSHA and OR-OSHA. Although these materials are not considered ACMs, workers must be protected from exposure to asbestos, regardless of the percentage.

No materials were identified during this survey that contained 1% or less asbestos.

Many of the engineering controls and work practices required by the EPA and OSHA are applicable only to materials that contain greater than 1% asbestos. However, OSHA has established work practice requirements and prohibitions that apply when asbestos is present in any quantity, and/or whenever worker exposure exceeds the PEL, regardless of the amount of asbestos in the materials involved. Applicable requirements for materials that contain 1% or less asbestos can be found in the OSHA Asbestos Construction Standard 29 CFR 1926.1101.

Lead-Based Paint

LBP was identified on multiple interior and exterior painted components analyzed, with lead concentrations above 1.0 mg/cm². The LBP films in the building were observed to be in intact condition at the time of the inspection.

Lead above the 1.0 mg/cm² threshold was also identified in the enamel glazing of the restroom sink within the building.

Lead-containing paint (LCP), paint films with lead concentrations greater than zero but less than 1.0 mg/cm², may be present on other painted surfaces. The presence/absence of LCP cannot be confirmed via XRF analysis.

LBP and LCP films could create lead dust or lead contaminated soil hazards if the paint is turned to dust by abrasion, scraping or sanding. If conditions of intact paint surfaces become destabilized, these conditions will need to be addressed. All paint films in poor condition must be stabilized if the structure is to be demolished.

If any construction or modernization work is done on the premises, contractors and other personnel who may impact these materials should be informed of the results of this inspection. The Occupational Safety and Health Administration (OSHA) and Oregon OSHA (OR-OSHA) have requirements for employees working with or around LBP and LCP.

LBP is a common cause of lead poisoning in children and represents a threat to the health and welfare of the occupants. Where economically feasible, it is our recommendation that all components that tested positive, and any similar untested components, be considered lead-laden, and lead-safe procedures is incorporated into any overall renovation and maintenance strategy in order to reduce the potential for contamination and/or exposure. Safe methods include: containing any work area to prevent dispersal of lead dust and chips, wet sanding and scraping at a minimum; collecting all paint chips and debris and, properly disposing of them.

Details of the locations and lead content for all of the readings can be found in Appendix B: XRF Readings Table.

If additional painted surfaces are discovered that were not tested as part of this inspection, or that are expected to be impacted as part of any renovation or demolition work, they should be presumed LBP until tested to show otherwise.

A risk assessment has not been conducted to evaluate potential lead hazards present at the building and surrounding soil as part of this scope of work.

Universal Waste, Mercury and PCBs

Results of the inspection indicate that items suspect for containing mercury and PCBs, or that are classified as universal waste were present in the structures included as part of this scope of work.

If any universal waste or items suspect for containing mercury and PCBs are identified and expected to be impacted during demolition work, these items must be removed and disposed of properly according to local, state and federal guidelines.

Mold Investigation

Mold growth was not observed in the building, but multiple areas of water damage and water staining were observed throughout. No building materials had elevated moisture content at the time of the investigation. The likely cause of the water damage is due to a failing roof combined with the property having sat vacant for an extended period without central heating or cooling in operation. Considering the results of the sampling and G2's limited visual assessment, the following actions are recommended to address mold-related concerns:

Recommendation	Description
G25-398-1 Water Source	Reportedly, the roof was replaced within the last few years. If signs of leakage persist or worsen, retain a qualified contractor to assess and address the condition of the roof to determine if the roofing needs replaced, or if leaking areas can be patched. Additionally, heating and cooling air conditioning methods should be utilized to maintain the internal temperature of the building and reduce the relative humidity below the ASHRAE standard of 65%.
G25-398-2 Restoration	Water-stained and water-damaged ceiling tiles were observed in the Customer Sales Room. Water damage was also observed in the carpet in the Office Nook, and the plaster walls in the Customer Sales Room. Water staining was observed on the wood walls and shelves in the Scale Room and Back Storage Room. Water damage was observed to wood wall paneling in the Restroom. Retain a qualified industry professional to replace all damaged ceiling tiles and carpet, and treat water-stained wood with an anti-microbial agent. Air sampling results indicate concealed mold growth is likely present in concealed spaces, such as under carpets, above ceiling or within affected walls.

Recommendation	Description
G25-398-3 Mold Remediation	If mold growth is discovered during repairs or future renovations, develop a scope of work to remediate mold growth. All work should be performed by qualified and trained mold remediation professionals following industry best practices as outlined in the Institute of Inspection, Cleaning and Restoration Certification (IICRC) S520 guidance document. Engineering controls, such as plastic barriers and mechanical exhaust/ventilation, should be used to isolate the work area from the rest of the building, and prevent the dispersal of construction dust and mold spores to unaffected areas. All affected porous materials like drywall and fiberglass batt insulation should be removed and replaced, with remediation being performed out at least 18" past the visible mold growth. Wood studs that are damaged beyond repair should also be replaced. However, affected wood structural members can be cleaned in place with abrasive measures, as long as the structural integrity can be maintained.
G25-398-4 Follow-Up Air Sampling	Consider performing follow-up air sampling after the above-listed recommendations have been completed to ensure that indoor mold spore concentrations in the building have been reduced to below outdoor control concentrations.
G25-398-5 Future Water Intrusion Events	In the future, If there are ever any water-loss events in the building, conduct water extraction activities within 48 hours of the water event to reduce the potential for water damage and mold growth. G2 recommends that all water intrusions be promptly responded to by qualified industry professionals, and that water extraction services be performed in accordance with industry best practices as detailed in the IICRC S500 Standard and Reference Guide for Professional Water Damage Restoration guidance document.

Methodology

Asbestos

The field work was conducted using industry best practices. Samples of representative accessible suspect materials within the scope of work were collected during the course of the inspection. Materials were sampled according to homogeneous groupings using the [Asbestos Hazard Emergency Response Act \(AHERA\)](#) sampling guidelines.

Asbestos samples were collected in such a manner as to minimize release of the material into the surroundings. Sample number, material description, sample location and material location were recorded at the time of sampling. Each sample was placed in a sample container labeled with a unique sample number and submitted to a National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratory, for analysis under chain of custody documentation. Samples were analyzed in accordance with EPA Method 600/R-93-116, using PLM with dispersion staining and using visual area estimation to determine percent asbestos content. This method allows for the identification of the primary types of asbestos used in building materials. The lower limit of detection for this method is one percent. Samples containing one percent or less asbestos by PLM with visual area estimation are reported as "Trace".

Lead-Based Paint

All testing of suspect LBP was conducted utilizing a SciAps X-ray fluorescence LBP analyzer, Model X550Pb (Rh) bearing Serial #01583. The device uses a rhodium X-ray fluorescence tube as opposed to a radioactive source. G2 followed the Performance Characteristics Sheets (PCS) for

the specific X-Ray fluorescence instrument used during the LBP evaluation of the property. The XRF PCS is presented in Appendix D. The instrument was calibrated to the manufacturer's specifications and was also periodically verified against the National Institute of Standards and Testing (NIST) Standard Reference Material (SRM) 2579 lead film (1.0 mg/cm²).

The calibration of the instrument is conducted in accordance with the PCS for this instrument. These instruments are calibrated using a calibration standard block of known lead content. If for any reason the instruments do not maintain a consistent calibration reading within the manufacturer's standards for performance on the calibration block supplied by the manufacturer, manufacturer's recommendations are used to bring the instrument into calibration. If the instrument cannot be brought back into calibration, it is taken off the site and sent back to the manufacturer for repair and/or re-calibration.

Wall "A" in each room is the wall where the front entrance door opening is located (or aligned with street). Going clockwise and facing Wall "A," Wall "B" will always be to your right, Wall "C" directly to the rear and Wall "D" to the left. Doors, windows and closets may be designated as left, center or right depending on their location on the wall. Doors, windows, and closets are designated as left, center or right depending on their location on the wall.

All individuals who performed this XRF testing and visual assessment have EPA and/or state licenses as Lead Inspector/Risk Assessors and have been trained in the use, calibration and maintenance of the XRF, along with the principles of radiation safety, in accordance with the work practices of 40 CFR 745, section 227, for states and Native American tribal groups.

Universal Waste, Mercury and PCBs

As part of this survey, a visual inspection for universal waste or items suspect for containing PCBs and mercury was conducted. Items classified as universal waste or suspect for containing PCBs and mercury, if identified, were quantified and catalogued.

Mold Investigation

G2's assessment included a limited visual inspection of the subject site with photo documentation. During the inspection all suspect areas within the scope of work, determined by building history and the inspector's professional judgement, were examined and documented. A SurveyMaster® Protimeter dual-function moisture meter was used to determine moisture content of building materials. This is a direct read device which was used in *Search* mode to obtain relative moisture measurements of materials up to 3/4" beneath the surface. The moisture readings of these materials are compared to like building materials in non-affected areas as well as to industry moisture content standards.

Microbial Air Sampling

Air-O-Cell cassettes were used for particulate air sampling for bioaerosols. The cassettes are designed for rapid collection and analysis of a wide range of airborne bioaerosols including fungal spores. The sample pump was calibrated at a flow rate of 15 liters per minute and samples were collected for 5 minutes for a total of 75 liters. Samples were sent to an accredited laboratory and analyzed by light microscopy.

Sample results are given in spores per meter cubed (S/m³), and are adjusted for outdoor control

samples.

Limitations

G2 has performed this inspection in accordance with best industry methods and practices of the profession, and consistent with the level of care and skill ordinarily exercised by reputable environmental consultants under similar circumstances and conditions. The observations contained within this assessment are based upon site conditions readily accessible at the time of the site inspection. No other representation, guarantee or warranty, express or implied, is included or intended in this hazardous materials survey report.

The LBP portion of the inspection was planned, developed, and implemented based on G2's professional experience in performing LBP inspections. G2 performed an inspection for lead-containing paint of the predominant painted surfaces in order to provide a general indication of the distribution of lead for demolition purposes. G2 utilized state-of-the-art practices and techniques in accordance with regulatory standards while performing this inspection. A copy of personnel and company certifications has been provided in Appendix E. G2's evaluation of the painted surfaces identified during this inspection is based on conditions observed at the time of the inspection. G2 cannot be responsible for changing conditions that may alter the relative exposure risk for future changes in accepted methodology.

The owner is responsible to convey information regarding identified lead content to inhabitants, contractors, etc. expected to potentially be exposed. G2 recommends that both the contractor and the owner keep the records for three years.

This report consists of a visual survey, and XRF analysis of the readily accessible areas of this building and tested components. The presence or absence of LBP or LBP hazards applies only to the tested or assessed surfaces on the date(s) of the field visit and it should be understood that conditions may change due to deterioration or maintenance. The results and material conditions noted within this report were accurate at the time of the evaluation and in no way reflect the conditions at the property after the date of the evaluation.

The current scientific understanding of microbial contamination issues in buildings does not allow for an absolute determination between safe and unsafe levels of mold in a building. Some background levels of mold are always present both indoors and outdoors and these levels change with time, season, and building conditions. Because of the vast number of potential molds present in the environment, there are no numeric standards for comparison, and surface and air testing is useful only as a means to determine if extremely high levels of mold spores are present that would warrant further evaluation.

Certain persons that may be at an elevated risk for infection or illness, above the general population include: infants, the elderly, the chronically ill, the severely immuno-compromised, persons recovering from serious burns or major surgery, and persons being treated with anti-rejection drugs.

The assessment conducted by G2 was intended to provide a reasonable assurance that significant hidden mold contamination would be identified. However, there is always the potential for discovering

Maul Foster & Alongi, Inc.
Regulated Building Materials Survey & Mold Investigation
Commercial Property - 1244 Long Street, Sweet Home, OR
December 19, 2025

additional hidden mold in buildings in areas where water damage or other conditions leading to mold growth was not expected or could not be inspected, such as inside wall cavities. Mechanical equipment associated with the subject property, such as HVAC equipment, was not disassembled during the investigation.

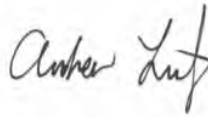
The protocols used are consistent with those exercised by other reputable consultants and based on current industry standards on projects of similar scope. No warranty, representation, or guarantee, express or implied, is included or intended in this mold investigation report.

As with all environmental investigations, this inspection is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

Respectfully submitted and reviewed by:



Chase George Eckersell
Project Manager
G2 Consultants



Andrew Lutz
Director of Operations
G2 Consultants

Appendix A:

Laboratory Analysis Results
& Chain of Custody

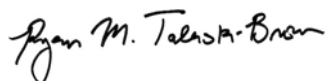
Report for:

Chase Eckersell
G2 Consultants
17750 SW Upper Boones Ferry Rd
Suite 150
Portland, OR 97224

Regarding: Eurofins Built Environment Testing West, LLC
Project: G25-398; Maul Foster and Alongi, Inc. 1244 Long St. Sweet Home, OR 97836
EML ID: 4339752

Approved by:

Dates of Analysis:
Asbestos PLM: 12-12-2025 and 12-15-2025



Technical Manager
Ryan Talaski-Brown

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EB-AS-S-1267)
NVLAP Lab Code 200741-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins Built Environment Testing West, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Client: G2 Consultants
C/O: Chase Eckersell
Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97836

Date of Receipt: 12-10-2025
Date of Report: 12-15-2025

ASBESTOS PLM REPORT

Total Samples Submitted: 31

Total Samples Analyzed: 31

Total Samples with Layer Asbestos Content > 1%: 2

Location: G25-398-1, Plaster

Lab ID-Version‡: 21733394-1

Sample Layers	Asbestos Content
White Plaster with Green Paint	ND
Sample Composite Homogeneity:	Good

Location: G25-398-2, Plaster

Lab ID-Version‡: 21733395-1

Sample Layers	Asbestos Content
White Plaster with White Paint	ND
Sample Composite Homogeneity:	Moderate

Location: G25-398-3, Plaster

Lab ID-Version‡: 21733396-1

Sample Layers	Asbestos Content
Off-White Plaster	ND
Gray Plaster	ND
Sample Composite Homogeneity:	Moderate

Location: G25-398-4, Ceiling tile, 16x32

Lab ID-Version‡: 21733397-1

Sample Layers	Asbestos Content
Tan Ceiling Tile with White Surface	ND
Tan Mastic	ND
Composite Non-Asbestos Content:	80% Cellulose
Sample Composite Homogeneity:	Moderate

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All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

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Client: G2 Consultants
 C/O: Chase Eckersell
 Re: G25-398; Maul Foster and Alongi, Inc. 1244
 Long St. Sweet Home, OR 97836

Date of Receipt: 12-10-2025
 Date of Report: 12-15-2025

ASBESTOS PLM REPORT

Location: G25-398-5, Ceiling tile, 16x32

Lab ID-Version‡: 21733398-1

Sample Layers	Asbestos Content
Tan Ceiling Tile	ND
Composite Non-Asbestos Content:	85% Cellulose
Sample Composite Homogeneity:	Good

Location: G25-398-6, Ceiling tile 12x12 and tan glue dots

Lab ID-Version‡: 21733399-1

Sample Layers	Asbestos Content
Tan Ceiling Tile with White Surface	ND
Yellow Mastic with Paper	ND
White Powdery Material	ND
Composite Non-Asbestos Content:	80% Cellulose
Sample Composite Homogeneity:	Moderate

Location: G25-398-7, Ceiling tile 12x12 and tan glue dots

Lab ID-Version‡: 21733400-1

Sample Layers	Asbestos Content
Tan Ceiling Tile with White Surface	ND
Tan Mastic	ND
Composite Non-Asbestos Content:	80% Cellulose
Sample Composite Homogeneity:	Moderate

Location: G25-398-8, Carpet clue tan (top layer)

Lab ID-Version‡: 21733401-1

Sample Layers	Asbestos Content
Brown Carpet	ND
Yellow Mastic	ND
Tan Foam	ND
Composite Non-Asbestos Content:	60% Synthetic Fibers
Sample Composite Homogeneity:	Moderate

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Client: G2 Consultants
 C/O: Chase Eckersell
 Re: G25-398; Maul Foster and Alongi, Inc. 1244
 Long St. Sweet Home, OR 97836

Date of Receipt: 12-10-2025
 Date of Report: 12-15-2025

ASBESTOS PLM REPORT

Location: G25-398-9, Carpet clue tan (top layer)

Lab ID-Version‡: 21733402-1

Sample Layers	Asbestos Content
Brown Carpet	ND
Yellow Mastic	ND
Tan Foam	ND
Brown Mastic (Trace)	ND
Composite Non-Asbestos Content:	60% Synthetic Fibers
Sample Composite Homogeneity:	Moderate

Location: G25-398-10, Carpet glue cream (bottom layer)

Lab ID-Version‡: 21733403-1

Sample Layers	Asbestos Content
Brown Carpet	ND
Cream Mastic	ND
Transparent Woven Material	ND
Black Foam with White Coating	ND
Composite Non-Asbestos Content:	60% Synthetic Fibers
Sample Composite Homogeneity:	Moderate

Location: G25-398-11, Carpet glue cream (bottom layer)

Lab ID-Version‡: 21733404-1

Sample Layers	Asbestos Content
Brown Carpet	ND
Cream Mastic	ND
Transparent Woven Material	ND
Black Foam with White Coating	ND
Composite Non-Asbestos Content:	60% Synthetic Fibers
Sample Composite Homogeneity:	Moderate

Location: G25-398-12, Brick mortar light gray

Lab ID-Version‡: 21733405-1

Sample Layers	Asbestos Content
Light Gray Mortar	ND
Sample Composite Homogeneity:	Moderate

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Client: G2 Consultants
C/O: Chase Eckersell
Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97836

Date of Receipt: 12-10-2025
Date of Report: 12-15-2025

ASBESTOS PLM REPORT

Location: G25-398-13, Brick mortar light gray

Lab ID-Version‡: 21733406-1

Sample Layers	Asbestos Content
White Compound	ND
Light Gray Mortar	ND
Sample Composite Homogeneity: Moderate	

Location: G25-398-14, Wall panel adhesive tan

Lab ID-Version‡: 21733407-1

Sample Layers	Asbestos Content
Tan Mastic with Green Coating	ND
Sample Composite Homogeneity: Moderate	

Location: G25-398-15, Wall panel adhesive tan

Lab ID-Version‡: 21733408-1

Sample Layers	Asbestos Content
Tan Mastic with Green Coating	ND
Sample Composite Homogeneity: Moderate	

Location: G25-398-16, Cementitious patching gray

Lab ID-Version‡: 21733409-1

Sample Layers	Asbestos Content
Gray Cementitious Material	ND
Sample Composite Homogeneity: Moderate	

Location: G25-398-17, Cementitious patching gray

Lab ID-Version‡: 21733410-1

Sample Layers	Asbestos Content
Gray Cementitious Material	ND
Sample Composite Homogeneity: Moderate	

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Client: G2 Consultants
 C/O: Chase Eckersell
 Re: G25-398; Maul Foster and Alongi, Inc. 1244
 Long St. Sweet Home, OR 97836

Date of Receipt: 12-10-2025
 Date of Report: 12-15-2025

ASBESTOS PLM REPORT

Location: G25-398-18, Drywall and joint compound

Lab ID-Version‡: 21733411-1

Sample Layers	Asbestos Content
White Compound with Paint	ND
White Compound on Tape	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Poor

Location: G25-398-19, Drywall and joint compound

Lab ID-Version‡: 21733412-1

Sample Layers	Asbestos Content
White Compound with Paint	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Poor

Location: G25-398-20, CMU mortar gray

Lab ID-Version‡: 21733413-1

Sample Layers	Asbestos Content
Gray Mortar	ND
Sample Composite Homogeneity:	Moderate

Location: G25-398-21, CMU mortar gray

Lab ID-Version‡: 21733414-1

Sample Layers	Asbestos Content
Gray Mortar	ND
Sample Composite Homogeneity:	Moderate

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Client: G2 Consultants
C/O: Chase Eckersell
Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97836

Date of Receipt: 12-10-2025
Date of Report: 12-15-2025

ASBESTOS PLM REPORT

Location: G25-398-22, Sheet vinyl beige pebble pattern

Lab ID-Version‡: 21733415-1

Sample Layers	Asbestos Content
Yellow Sheet Flooring with Fibrous Backing and Mastic	30% Chrysotile
Composite Non-Asbestos Content:	30% Cellulose
Sample Composite Homogeneity:	Moderate

Comments: Sample layers inseparable without cross contamination.

Location: G25-398-23, Sheet vinyl beige pebble pattern

Lab ID-Version‡: 21733416-1

Sample Layers	Asbestos Content
Yellow Sheet Flooring with Fibrous Backing and Mastic	30% Chrysotile
Composite Non-Asbestos Content:	30% Cellulose
Sample Composite Homogeneity:	Moderate

Comments: Sample layers inseparable without cross contamination.

Location: G25-398-24, Stucco (type A)

Lab ID-Version‡: 21733417-1

Sample Layers	Asbestos Content
Gray Stucco with Paint	ND
Sample Composite Homogeneity:	Moderate

Location: G25-398-25, Stucco (type A)

Lab ID-Version‡: 21733418-1

Sample Layers	Asbestos Content
Gray Stucco with Paint	ND
Sample Composite Homogeneity:	Moderate

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Client: G2 Consultants
C/O: Chase Eckersell
Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97836

Date of Receipt: 12-10-2025
Date of Report: 12-15-2025

ASBESTOS PLM REPORT

Location: G25-398-26, Stucco (type B)

Lab ID-Version‡: 21733419-1

Sample Layers	Asbestos Content
Tan Coating with Purple Paint	ND
Gray Stucco	ND
Sample Composite Homogeneity:	Moderate

Location: G25-398-27, Stucco (type B)

Lab ID-Version‡: 21733420-1

Sample Layers	Asbestos Content
Tan Coating with Purple Paint	ND
Gray Stucco	ND
Sample Composite Homogeneity:	Moderate

Location: G25-398-28, Caulking white

Lab ID-Version‡: 21733421-1

Sample Layers	Asbestos Content
Off-White Powdery Material with Green/Purple Coating	ND
Sample Composite Homogeneity:	Moderate

Location: G25-398-29, Caulking white

Lab ID-Version‡: 21733422-1

Sample Layers	Asbestos Content
White Caulk with Purple Coating	ND
Sample Composite Homogeneity:	Moderate

Location: G25-398-30, Window glazing white

Lab ID-Version‡: 21733423-1

Sample Layers	Asbestos Content
Gray/White Powdery Material with Paint	ND
Sample Composite Homogeneity:	Moderate

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Client: G2 Consultants
C/O: Chase Eckersell
Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97836

Date of Receipt: 12-10-2025
Date of Report: 12-15-2025

ASBESTOS PLM REPORT

Location: G25-398-31, Window glazing white

Lab ID-Version‡: 21733424-1

Sample Layers	Asbestos Content
Gray/White Powdery Material with Paint	ND
Sample Composite Homogeneity:	Moderate

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Client: G2 Consultants
C/O: Chase Eckersell
Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97836

Date of Receipt: 12-10-2025
Date of Report: 12-15-2025

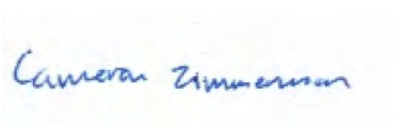
ASBESTOS PLM REPORT

PROJECT ANALYSTS AND SIGNATORY REPORT

Project Analysts



Analyst: Tim Cammann



Analyst: Cameron Zimmerman

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CHAIN OF CUSTODY RECORD

Client: Maul Foster & Alongi, Inc.
Site Address: 1244 Long St
Sweet Home, OR 97386

G2 Contact: Chase Eckersell
Phone #: 971-485-5469



004339752

Page #: 1 of 2
G2 Job #: G25-398

Sample Date: 12-10-25

Sampled by: CE

Turn-Around Time:	Asbestos:	Notes:
☐ RUSH 6-Hour ☐ 24-Hour ☐ 48-Hour ☒ 72-Hour	☒ PLM ☐ TEM ☐ Wipe ☐ Vac ☐ PLM Point Count 400 ☐ PLM Point Count 1000	*Composite results needed for all drywall and joint compound samples

Results to: labresults@g2ci.com

HM #	Material Description	Sample #	Sample Location	Quantity	Condition	Friable Y/N
1	Plaster	G25-398-1	Sales Floor			
		-2				
		-3				
2	Ceiling Tile, 16" x 32"	-4				
		-5				
3	Ceiling Tile, 12x12 and Tan Glue Dots	-6	Office Nook			
		-7				
4	Carpet Glue, Tan (Top layer)	-8				
		-9				
5	Carpet Glue, Cream (Bottom layer)	-10				
		-11				
6	Brick Mortar, ^{Light} Gray	-12	Scale Room			
		-13				

Samples Relinquished by: [Signature]
Date and Time: 12-10-25 16:25
Samples Received by: [Signature]
Date and Time: 12/10/25 4:30

Samples Relinquished by: _____
Date and Time: _____
Samples Received by: _____
Date and Time: _____



7	Wall Panel Adhesive, Tan	Sample #	-14	Sales Floor ↓	Quantity	Condition	Friable Y/N
			-15				
8	Cementitious Patching, Gray	Sample #	-16	Scale Room ↓	Quantity	Condition	Friable Y/N
			-17				
9	Drywall & Joint Compound	Sample #	-18	Back Storage ↓	Quantity	Condition	Friable Y/N
			-19				
10	CMU Mortar, Gray	Sample #	-20	↓	Quantity	Condition	Friable Y/N
			-21				
11	Sheet Vinyl, Beige Pebble Pattern	Sample #	-22	Restroom ↓	Quantity	Condition	Friable Y/N
			-23				
12	Stucco (Type A)	Sample #	-24	Exterior Siding (South Face) ↓	Quantity	Condition	Friable Y/N
			-25				
13	Stucco (Type B)	Sample #	-26	(East Face) ↓	Quantity	Condition	Friable Y/N
			-27				
14	Caulking, White	Sample #	-28	Exterior Window Exterior Door	Quantity	Condition	Friable Y/N
			-29				
15	Window Glazing, White	Sample #	-30	Exterior Windows ↓	Quantity	Condition	Friable Y/N
			-31				

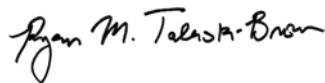
Report for:

Chase Eckersell
G2 Consultants
17750 SW Upper Boones Ferry Rd
Suite 150
Portland, OR 97224

Regarding: Eurofins Built Environment Testing West, LLC
Project: G25-398; Maul Foster and Alongi, Inc. 1244 Long St. Sweet Home, OR 97386
EML ID: 4339755

Approved by:

Dates of Analysis:
Spore trap analysis: 12-12-2025



Technical Manager
Ryan Talaski-Brown

Service SOPs: Spore trap analysis (EB-MY-S-1038)
AIHA LAP, LLC accredited service, Lab ID #1122031

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank correction of results is not applied. The results relate only to the samples as received and tested. Information supplied by the client which can affect the validity of results: sample air volume.

Eurofins Built Environment Testing West, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins Built Environment Testing West, LLC's LabServe® reporting system includes automated fail-safes to ensure that all AIHA LAP, LLC quality requirements are met and notifications are added to reports when any quality steps remain pending.

Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
 Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	G25-398-OA1: Outdoor - south of building			G25-398-IA1: Indoor - sales floor		
Comments (see below)	None			A		
Lab ID-Version‡:	21733438-1			21733439-1		
Analysis Date:	12/12/2025			12/12/2025		
	raw ct.	% read	spores/m3	raw ct.	% read	spores/m3
Alternaria						
Ascospores	24	25	1,300	9	25	480
Basidiospores	46	25	2,500	22	25	1,200
Chaetomium						
Cladosporium	1	25	53	1	25	53
Epicoccum						
Fusarium						
Myrothecium						
Nigrospora						
Oidium						
Other brown						
Other colorless						
Penicillium/Aspergillus types†	7	25	370	23/121	25/100	2,800
Pithomyces						
Rusts						
Smuts, Periconia, Myxomycetes						
Stachybotrys						
Stemphylium						
Torula						
Ulocladium						
Zygomycetes						
Background debris (1-4+)	1+			2+		
Hyphal fragments/m3	< 13			27		
Pollen/m3	< 13			< 13		
Skin cells (1-4+)	< 1+			< 1+		
Sample volume (liters)	75			75		
§ TOTAL SPORES/m3			4,200			4,500

Comments:A) 121 of the raw count *Penicillium/Aspergillus* type spores were present as two clumps of 36 and 85.

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

††Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³, per spore and per sample.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.

‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

§ Total Spores/m³ has been rounded to two significant figures to reflect analytical precision.

Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	G25-398-IA2: Indoor - scale room			G25-398-IA3: Indoor - back storage		
Comments (see below)	B			None		
Lab ID-Version‡:	21733440-1			21733441-1		
Analysis Date:	12/12/2025			12/12/2025		
	raw ct.	% read	spores/m3	raw ct.	% read	spores/m3
Alternaria				1	100	13
Ascospores	6	25	320	4	25	210
Basidiospores	14	25	750	19	25	1,000
Chaetomium						
Cladosporium				8	25	430
Epicoccum						
Fusarium						
Myrothecium						
Nigrospora						
Oidium				1	100	13
Other brown				1	100	13
Other colorless						
Penicillium/Aspergillus types†	5/37	25/100	760	19	25	1,000
Pithomyces						
Rusts						
Smuts, Periconia, Myxomycetes						
Stachybotrys						
Stemphylium						
Torula						
Ulocladium						
Zygomycetes						
Background debris (1-4+)	2+			1+		
Hyphal fragments/m3	13			67		
Pollen/m3	< 13			< 13		
Skin cells (1-4+)	< 1+			< 1+		
Sample volume (liters)	75			75		
§ TOTAL SPORES/m3			1,800			2,700

Comments: B) 37 of the raw count *Penicillium/Aspergillus* type spores were present as a single clump.

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

†† Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³, per spore and per sample.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

§ Total Spores/m³ has been rounded to two significant figures to reflect analytical precision.

Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
 Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

Location:	G25-398-OA2: Outdoor - north of building		
Comments (see below)	C		
Lab ID-Version‡:	21733442-1		
Analysis Date:	12/12/2025		
	raw ct.	% read	spores/m3
Alternaria			
Ascospores	23	25	1,200
Basidiospores	49	25	2,600
Chaetomium			
Cladosporium	22	100	290
Fusarium			
Myrothecium			
Nigrospora			
Oidium			
Other brown			
Other colorless			
Penicillium/Aspergillus types†	6/43	25/100	890
Pithomyces			
Rusts			
Smuts, Periconia, Myxomycetes			
Stachybotrys			
Stemphylium			
Torula			
Ulocladium			
Zygomycetes			
Background debris (1-4+)	< 1+		
Hyphal fragments/m3	< 13		
Pollen/m3	< 13		
Skin cells (1-4+)	< 1+		
Sample volume (liters)	75		
§ TOTAL SPORES/m3			5,000

Comments:C) 22 of the raw count *Cladosporium* spores were present as a single clump. 43 of the raw count *Penicillium/Aspergillus* type spores were present as a single clump.

Spore types listed without a count or data entry were not detected during the course of the analysis for the respective sample, indicating a raw count of <1 spore.

† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.

††Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.

The analytical sensitivity is the spores/m³ divided by the raw count, expressed in spores/m³, per spore and per sample.

For more information regarding analytical sensitivity, please contact QA by calling the laboratory.

‡ A "Version" indicated by "-x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Meghanne Burns

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Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

MoldRANGE™: Extended Outdoor Comparison

Outdoor Location: G25-398-OA1, Outdoor - south of building

Fungi Identified	Outdoor data	Typical Outdoor Data for: December in Oregon† (n‡=1660)						Typical Outdoor Data for: The entire year in Oregon† (n‡=23233)					
		very low	low	med	high	very high	freq %	very low	low	med	high	very high	freq %
Generally able to grow indoors*													
Alternaria	-	9	13	13	27	61	4	13	13	27	53	110	19
Bipolaris/Drechslera group	-	-	-	-	-	-	1	13	13	13	40	53	3
Chaetomium	-	9	13	13	40	55	3	8	13	13	27	40	5
Cladosporium	53	53	53	170	590	1,000	75	53	110	380	1,400	2,700	85
Curvularia	-	-	-	-	-	-	< 1	8	13	13	44	53	2
Nigrospora	-	10	13	13	16	27	1	10	13	13	27	53	2
Other brown	-	12	13	13	40	53	15	13	13	27	53	67	22
Penicillium/Aspergillus types	370	53	110	230	620	1,000	82	53	110	270	690	1,200	84
Stachybotrys	-	-	-	-	-	-	< 1	13	13	13	48	130	1
Torula	-	12	13	13	13	14	1	13	13	27	53	93	6
Seldom found growing indoors**													
Ascospores	1,300	53	110	510	1,600	2,600	87	53	110	430	1,600	3,000	89
Basidiospores	2,500	110	320	1,500	5,000	8,400	94	110	270	1,100	4,200	8,100	96
Oidium	-	7	13	13	15	51	2	13	13	27	67	120	13
Rusts	-	9	13	13	27	53	5	13	13	27	53	110	16
Smuts, Periconia, Myxomycetes	-	13	13	27	67	110	40	13	13	53	160	370	53
§ TOTAL SPORES/m3	4,200												

†The 'Typical Outdoor Data' represents the typical outdoor spore levels for the location and time frame indicated. The last column represents the frequency of occurrence. The very low, low, med, high, and very high values represent the 10, 20, 50, 80, and 90 percentile values of the spore type when it is detected. For example, if the frequency of occurrence is 63% and the low value is 53, it would mean that the given spore type is detected 63% of the time and, when detected, 20% of the time it is present in levels above the detection limit and below 53 spores/m3. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

‡n = number of samples used to calculate data.

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Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

MoldRANGE™: Extended Outdoor Comparison

Outdoor Location: G25-398-OA2, Outdoor - north of building

Fungi Identified	Outdoor data	Typical Outdoor Data for: December in Oregon† (n‡=1660)						Typical Outdoor Data for: The entire year in Oregon† (n‡=23233)					
		very low	low	med	high	very high	freq %	very low	low	med	high	very high	freq %
Generally able to grow indoors*													
Alternaria	-	9	13	13	27	61	4	13	13	27	53	110	19
Bipolaris/Drechslera group	-	-	-	-	-	-	1	13	13	13	40	53	3
Chaetomium	-	9	13	13	40	55	3	8	13	13	27	40	5
Cladosporium	290	53	53	170	590	1,000	75	53	110	380	1,400	2,700	85
Curvularia	-	-	-	-	-	-	< 1	8	13	13	44	53	2
Nigrospora	-	10	13	13	16	27	1	10	13	13	27	53	2
Other brown	-	12	13	13	40	53	15	13	13	27	53	67	22
Penicillium/Aspergillus types	890	53	110	230	620	1,000	82	53	110	270	690	1,200	84
Stachybotrys	-	-	-	-	-	-	< 1	13	13	13	48	130	1
Torula	-	12	13	13	13	14	1	13	13	27	53	93	6
Seldom found growing indoors**													
Ascospores	1,200	53	110	510	1,600	2,600	87	53	110	430	1,600	3,000	89
Basidiospores	2,600	110	320	1,500	5,000	8,400	94	110	270	1,100	4,200	8,100	96
Oidium	-	7	13	13	15	51	2	13	13	27	67	120	13
Rusts	-	9	13	13	27	53	5	13	13	27	53	110	16
Smuts, Periconia, Myxomycetes	-	13	13	27	67	110	40	13	13	53	160	370	53
§ TOTAL SPORES/m3	5,000												

†The 'Typical Outdoor Data' represents the typical outdoor spore levels for the location and time frame indicated. The last column represents the frequency of occurrence. The very low, low, med, high, and very high values represent the 10, 20, 50, 80, and 90 percentile values of the spore type when it is detected. For example, if the frequency of occurrence is 63% and the low value is 53, it would mean that the given spore type is detected 63% of the time and, when detected, 20% of the time it is present in levels above the detection limit and below 53 spores/m3. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

‡n = number of samples used to calculate data.

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Client: G2 Consultants
C/O: Chase Eckersell
Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025
Date of Report: 12-12-2025

MoldRANGE™: Extended Outdoor Comparison

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Meghanne Burns

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Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

MoldRANGE™: Extended Outdoor Comparison

Outdoor Location: G25-398-OA1, Outdoor - south of building

Fungi Identified	Outdoor data	Typical Outdoor Data by Date†				Typical Outdoor Data by Location‡			
		Month: December				State: OR			
	spores/m3	low	med	high	freq %	low	med	high	freq %
Generally able to grow indoors*									
Alternaria	-	7	27	210	28	7	27	270	18
Bipolaris/Drechslera group	-	7	13	160	11	7	13	170	3
Chaetomium	-	7	13	200	8	7	13	240	4
Cladosporium	53	27	370	7,400	84	40	430	7,800	87
Curvularia	-	7	27	440	13	7	13	260	2
Nigrospora	-	7	13	160	13	7	13	160	3
Penicillium/Aspergillus types	370	13	180	2,600	61	38	270	2,600	77
Stachybotrys	-	7	13	790	2	7	13	1,400	< 1
Torula	-	7	13	170	4	7	27	210	6
Seldom found growing indoors**									
Ascospores	1,300	13	160	3,500	67	53	530	8,300	93
Basidiospores	2,500	13	370	16,000	87	53	960	18,000	97
Rusts	-	7	13	230	9	7	25	270	14
Smuts, Periconia, Myxomycetes	-	7	40	410	53	10	53	1,200	59
§ TOTAL SPORES/m3	4,200								

† The Typical Outdoor Data by Date represents the typical outdoor spore levels across North America for the month indicated. The last column represents the frequency of occurrence. The low, medium, and high values represent the 2.5, 50, and 97.5 percentile values of the spore type when it is detected. For example, if the frequency of occurrence is 63% and the low value is 53, it would mean that the given spore type is detected 63% of the time and, when detected, 2.5% of the time it is present in levels above the detection limit and below 53 spores/m3. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

‡ The Typical Outdoor Data by Location represents the typical outdoor spore levels for the region indicated for the entire year. As with the Typical Outdoor Data by Date, the four columns represent the frequency of occurrence and the typical low, medium, and high concentration values for the spore type indicated. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.

* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

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Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

MoldRANGE™: Extended Outdoor Comparison

Outdoor Location: G25-398-OA2, Outdoor - north of building

Fungi Identified	Outdoor data	Typical Outdoor Data by Date†				Typical Outdoor Data by Location‡			
		Month: December				State: OR			
	spores/m3	low	med	high	freq %	low	med	high	freq %
Generally able to grow indoors*									
Alternaria	-	7	27	210	28	7	27	270	18
Bipolaris/Drechslera group	-	7	13	160	11	7	13	170	3
Chaetomium	-	7	13	200	8	7	13	240	4
Cladosporium	290	27	370	7,400	84	40	430	7,800	87
Curvularia	-	7	27	440	13	7	13	260	2
Nigrospora	-	7	13	160	13	7	13	160	3
Penicillium/Aspergillus types	890	13	180	2,600	61	38	270	2,600	77
Stachybotrys	-	7	13	790	2	7	13	1,400	< 1
Torula	-	7	13	170	4	7	27	210	6
Seldom found growing indoors**									
Ascospores	1,200	13	160	3,500	67	53	530	8,300	93
Basidiospores	2,600	13	370	16,000	87	53	960	18,000	97
Rusts	-	7	13	230	9	7	25	270	14
Smuts, Periconia, Myxomycetes	-	7	40	410	53	10	53	1,200	59
§ TOTAL SPORES/m3	5,000								

† The Typical Outdoor Data by Date represents the typical outdoor spore levels across North America for the month indicated. The last column represents the frequency of occurrence. The low, medium, and high values represent the 2.5, 50, and 97.5 percentile values of the spore type when it is detected. For example, if the frequency of occurrence is 63% and the low value is 53, it would mean that the given spore type is detected 63% of the time and, when detected, 2.5% of the time it is present in levels above the detection limit and below 53 spores/m3. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

‡ The Typical Outdoor Data by Location represents the typical outdoor spore levels for the region indicated for the entire year. As with the Typical Outdoor Data by Date, the four columns represent the frequency of occurrence and the typical low, medium, and high concentration values for the spore type indicated. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

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Client: G2 Consultants
C/O: Chase Eckersell
Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025
Date of Report: 12-12-2025

MoldRANGE™: Extended Outdoor Comparison

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Meghanne Burns

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Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
 Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

MoldSTAT™: Supplementary Statistical Spore Trap Report

Outdoor Summary: G25-398-OA1: Outdoor - south of building

Species detected	Outdoor sample spores/m3				Typical outdoor ranges (North America)	Freq. %
	<100	1K	10K	>100K		
Ascospores				1,300	13 - 210 - 5,300	74
Basidiospores				2,500	13 - 370 - 22,000	88
Cladosporium				53	27 - 480 - 8,300	88
Penicillium/Aspergillus types				370	13 - 190 - 2,600	59
Smuts, Periconia, Myxomycetes				< 13	7 - 44 - 650	61
Total				4,200		

The "Typical outdoor ranges" and "Freq. %" columns show the typical low, medium, and high spore counts per cubic meter and the frequency of occurrence for the given spore type. The low, medium, and high values represent the 2.5, 50, and 97.5 percentile values when the spore type is detected. For example, if the low value is 53 and the frequency of occurrence is 63%, it would mean that we typically detect the given spore type on 63 percent of all outdoor samples and, when detected, 2.5% of the time it is present in levels below 53 spores/m3.

Indoor Samples

Location: G25-398-IA1: Indoor - sales floor

% of outdoor total spores/m3	Friedman chi-square* (indoor variation)	Agreement ratio** (indoor/outdoor)	Spearman rank correlation*** (indoor/outdoor)	MoldSCORE**** (indoor/outdoor)	
Result: 107%	dF: 2 Result: 4.5000 Critical value: 5.9915 Inside Similar: Yes	Result: 1.0000	dF: 4 Result: 0.4000 Critical value: N/A Outside Similar: N/A	Score: 297 Result: High	
Species Detected		Spores/m3			
		<100	1K	10K	>100K
Ascospores		</			

Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
 Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

MoldSTAT™: Supplementary Statistical Spore Trap Report

Location: G25-398-IA2: Indoor - scale room

% of outdoor total spores/m3	Friedman chi-square* (indoor variation)	Agreement ratio** (indoor/outdoor)	Spearman rank correlation*** (indoor/outdoor)	MoldSCORE**** (indoor/outdoor)	
Result: 43%	dF: 2 Result: 4.5000 Critical value: 5.9915 Inside Similar: Yes	Result: 0.8571	dF: 4 Result: 0.4000 Critical value: N/A Outside Similar: N/A	Score: 190 Result: Medium	
Species Detected		Spores/m3			
		<100	1K	10K	>100K
Ascospores		</			

Location: G25-398-IA3: Indoor - back storage

% of outdoor total spores/m3	Friedman chi-square* (indoor variation)	Agreement ratio** (indoor/outdoor)	Spearman rank correlation*** (indoor/outdoor)	MoldSCORE**** (indoor/outdoor)										
Result: 63%	dF: 2 Result: 4.5000 Critical value: 5.9915 Inside Similar: Yes	Result: 0.7273	dF: 7 Result: 0.8661 Critical value: 0.6786 Outside Similar: Yes	Score: 211 Result: Medium										
Species Detected		Spores/m3												
		<100	1K				10K				>100K			
Alternaria														13
Ascospores														210
Basidiospores														1,000
Cladosporium														430
Oidium														13
Other brown														13
Penicillium/Aspergillus types														1,000
Total														2,700

* The Friedman chi-square statistic is a non-parametric test that examines variation in a set of data (in this case, all indoor spore counts). The null hypothesis (H0) being tested is that there is no meaningful difference in the data for all indoor locations. The alternative hypothesis (used if the test disproves the null hypothesis) is that there is a difference between the indoor locations. The null hypothesis is rejected when the result of the test is greater than the critical value. The critical value that is displayed is based on the degrees of freedom (dF) of the test and a significance level of 0.05.

** An agreement ratio is a simple method for assessing the similarity of two samples (in this case the indoor sample and the outdoor summary) based on the spore types present. A score of one indicates that the types detected in one location are the same as that in the other. A score of zero indicates that none of the types detected indoors are present outdoors. Typically, an agreement of 0.8 or higher is considered high.

Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

MoldSTAT™: Supplementary Statistical Spore Trap Report

*** The Spearman rank correlation is a non-parametric test that examines correlation between two sets of data (in this case the indoor location and the outdoor summary). The null hypothesis (H0) being tested is that the indoor and outdoor samples are unrelated. The alternative hypothesis (used if the test disproves the null hypothesis) is that the samples are similar. The null hypothesis is rejected when the result of the test is greater than the critical value. The critical value that is displayed is based on the degrees of freedom (dF) of the test and a significance level of 0.05.

**** MoldSCORE™ is a specialized method for examining air sampling data. It is a score between 100 and 300, with 100 indicating a greater likelihood that the airborne indoor spores originated from the outside, and 300 indicating a greater likelihood that they originated from an inside source. The Result displayed is based on the numeric score given and will be either Low, Medium, or High, indicating a low, medium, or high likelihood that the spores detected originated from an indoor source. Eurofins Built Environment Testing reserves the right to, and may at anytime, modify or change the MoldScore algorithm without notice.

Interpretation of the data contained in this report is left to the client or the persons who conducted the field work. This report is provided for informational and comparative purposes only and should not be relied upon for any other purpose. "Typical outdoor ranges" are based on the results of the analysis of samples delivered to and analyzed by Eurofins Built Environment Testing and assumptions regarding the origins of those samples. Sampling techniques, contaminants infecting samples, unrepresentative samples and other similar or dissimilar factors may affect these results. With the statistical analysis provided, as with all statistical comparisons and analyses, false-positive and false-negative results can and do occur. Eurofins Built Environment Testing hereby disclaims any liability for any and all direct, indirect, punitive, incidental, special or consequential damages arising out of the data contained in, or any actions taken or omitted in reliance upon, this report.

Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

MoldSTAT™: Supplementary Statistical Spore Trap Report

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Meghanne Burns

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Client: G2 Consultants

C/O: Chase Eckersell

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MoldSTAT™: Supplementary Statistical Spore Trap Report

Outdoor Summary: G25-398-OA2: Outdoor - north of building

Species detected	Outdoor sample spores/m3				Typical outdoor ranges (North America)	Freq. %
	<100	1K	10K	>100K		
Ascospores				1,200	13 - 210 - 5,300	74
Basidiospores				2,600	13 - 370 - 22,000	88
Cladosporium				290	27 - 480 - 8,300	88
Penicillium/Aspergillus types				890	13 - 190 - 2,600	59
Smuts, Periconia, Myxomycetes				< 13	7 - 44 - 650	61
Total				5,000		

The "Typical outdoor ranges" and "Freq. %" columns show the typical low, medium, and high spore counts per cubic meter and the frequency of occurrence for the given spore type. The low, medium, and high values represent the 2.5, 50, and 97.5 percentile values when the spore type is detected. For example, if the low value is 53 and the frequency of occurrence is 63%, it would mean that we typically detect the given spore type on 63 percent of all outdoor samples and, when detected, 2.5% of the time it is present in levels below 53 spores/m3.

Indoor Samples

Location: G25-398-IA1: Indoor - sales floor

% of outdoor total spores/m3	Friedman chi-square* (indoor variation)	Agreement ratio** (indoor/outdoor)	Spearman rank correlation*** (indoor/outdoor)	MoldSCORE**** (indoor/outdoor)	
Result: 91%	dF: 2 Result: 4.5000 Critical value: 5.9915 Inside Similar: Yes	Result: 1.0000	dF: 4 Result: 0.4000 Critical value: N/A Outside Similar: N/A	Score: 291 Result: High	
Species Detected		Spores/m3			
		<100	1K	10K	>100K
Ascospores		</			

Client: G2 Consultants

C/O: Chase Eckersell

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 Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

MoldSTAT™: Supplementary Statistical Spore Trap Report

Location: G25-398-IA2: Indoor - scale room

% of outdoor total spores/m3	Friedman chi-square* (indoor variation)	Agreement ratio** (indoor/outdoor)	Spearman rank correlation*** (indoor/outdoor)	MoldSCORE**** (indoor/outdoor)	
Result: 36%	dF: 2 Result: 4.5000 Critical value: 5.9915 Inside Similar: Yes	Result: 0.8571	dF: 4 Result: 0.4000 Critical value: N/A Outside Similar: N/A	Score: 167 Result: Medium	
Species Detected		Spores/m3			
		<100	1K	10K	>100K
Ascospores		</			

Location: G25-398-IA3: Indoor - back storage

% of outdoor total spores/m3	Friedman chi-square* (indoor variation)	Agreement ratio** (indoor/outdoor)	Spearman rank correlation*** (indoor/outdoor)	MoldSCORE**** (indoor/outdoor)	
Result: 53%	dF: 2 Result: 4.5000 Critical value: 5.9915 Inside Similar: Yes	Result: 0.7273	dF: 7 Result: 0.8661 Critical value: 0.6786 Outside Similar: Yes	Score: 180 Result: Medium	
Species Detected		Spores/m3			
		<100	1K	10K	>100K
Alternaria					13
Ascospores					210
Basidiospores					1,000
Cladosporium					430
Oidium					13
Other brown					13
Penicillium/Aspergillus types					1,000
Total					2,700

* The Friedman chi-square statistic is a non-parametric test that examines variation in a set of data (in this case, all indoor spore counts). The null hypothesis (H0) being tested is that there is no meaningful difference in the data for all indoor locations. The alternative hypothesis (used if the test disproves the null hypothesis) is that there is a difference between the indoor locations. The null hypothesis is rejected when the result of the test is greater than the critical value. The critical value that is displayed is based on the degrees of freedom (dF) of the test and a significance level of 0.05.

** An agreement ratio is a simple method for assessing the similarity of two samples (in this case the indoor sample and the outdoor summary) based on the spore types present. A score of one indicates that the types detected in one location are the same as that in the other. A score of zero indicates that none of the types detected indoors are present outdoors. Typically, an agreement of 0.8 or higher is considered high.

Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

MoldSTAT™: Supplementary Statistical Spore Trap Report

*** The Spearman rank correlation is a non-parametric test that examines correlation between two sets of data (in this case the indoor location and the outdoor summary). The null hypothesis (H0) being tested is that the indoor and outdoor samples are unrelated. The alternative hypothesis (used if the test disproves the null hypothesis) is that the samples are similar. The null hypothesis is rejected when the result of the test is greater than the critical value. The critical value that is displayed is based on the degrees of freedom (dF) of the test and a significance level of 0.05.

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Client: G2 Consultants

C/O: Chase Eckersell

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Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

MoldSTAT™: Supplementary Statistical Spore Trap Report

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Meghanne Burns

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MoldSCORE™: Spore Trap Report

Fungi Identified	Outdoor sample spores/m3				Raw count	Spores/m3
	<100	1K	10K	>100K		
Generally able to grow indoors*						
Alternaria					ND	< 13
Bipolaris/Drechslera group					ND	< 13
Chaetomium					ND	< 13
Cladosporium					1	53
Curvularia					ND	< 13
Nigrospora					ND	< 13
Penicillium/Aspergillus types†					7	370
Stachybotrys					ND	< 13
Torula					ND	< 13
Seldom found growing indoors**						
Ascospores					24	1,300
Basidiospores					46	2,500
Rusts					ND	< 13
Smuts, Periconia, Myxomycetes					ND	< 13
Total						4.160

Fungi Identified	Indoor sample spores/m3				Raw count	Spores/m3
	<100	1K	10K	>100K		
Generally able to grow indoors*						
Alternaria					ND	< 13
Bipolaris/Drechslera group					ND	< 13
Chaetomium					ND	< 13
Cladosporium					1	53
Curvularia					ND	< 13
Nigrospora					ND	< 13
Penicillium/Aspergillus types†					144	2,800
Stachybotrys					ND	< 13
Torula					ND	< 13
Seldom found growing indoors**						
Ascospores					9	480
Basidiospores					22	1,200
Rusts					ND	< 13
Smuts, Periconia, Myxomycetes					ND	< 13
Total						4,547

EMLab ID: 4339755, Page 1 of 4

Client: G2 Consultants
 C/O: Chase Eckersell
 Re: G25-398; Maul Foster and Alongi, Inc. 1244
 Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025
 Date of Report: 12-12-2025

MoldSCORE™: Spore Trap Report

Location: G25-398-IA2 Indoor - scale room

Fungi Identified	Indoor sample spores/m3				Raw count	Spores/m3	MoldSCORE‡			
	<100	1K	10K	>100K			100	200	300	Score
Generally able to grow indoors*										
Alternaria						ND	< 13			100
Bipolaris/Drechslera group						ND	< 13			100
Chaetomium						ND	< 13			100
Cladosporium						ND	< 13			100
Curvularia						ND	< 13			100
Nigrospora						ND	< 13			100
Penicillium/Aspergillus types†						42	760			190
Stachybotrys						ND	< 13			100
Torula						ND	< 13			100
Seldom found growing indoors**										
Ascospores						6	320			100
Basidiospores						14	750			100
Rusts						ND	< 13			100
Smuts, Periconia, Myxomycetes						ND	< 13			100
Total							1,827	Final MoldSCORE		190

Location: G25-398-IA3 Indoor - back storage

Fungi Identified	Indoor sample spores/m3				Raw count	Spores/m3	MoldSCORE‡				
	<100	1K	10K	>100K			100	200	300	Score	
Generally able to grow indoors*											
Alternaria	■					1	13	■			105
Bipolaris/Drechslera group						ND	< 13	■			100
Chaetomium						ND	< 13	■			100
Cladosporium	■	■	■			8	430	■	■		125
Curvularia						ND	< 13	■			100
Nigrospora						ND	< 13	■			100
Other brown	■					1	13	■			105
Penicillium/Aspergillus types†	■	■	■	■		19	1,000	■	■	■	210
Stachybotrys						ND	< 13	■			100
Torula						ND	< 13	■			100
Seldom found growing indoors**											
Ascospores	■					4	210	■			100
Basidiospores	■	■	■			19	1,000	■			100
Oidium	■					1	13	■			105
Rusts						ND	< 13	■			100
Smuts, Periconia, Myxomycetes						ND	< 13	■			100
Total						2,707	Final MoldSCORE				210

Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

MoldSCORE™: Spore Trap Report

* The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

†The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods.

‡Rated on a scale from 100 to 300. A rating less than 150 is low and indicates a low probability of spores originating inside. A rating greater than 250 is high and indicates a high probability that the spores originated from inside, presumably from indoor mold growth. A rating between 150 and 250 indicates a moderate likelihood of indoor fungal growth. MoldSCORE is NOT intended for wall cavity samples. It is intended for ambient air samples in residences. Using the analysis on other samples (like wall cavity samples) will lead to misleading results.

Client: G2 Consultants
C/O: Chase Eckersell
Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025
Date of Report: 12-12-2025

MoldSCORE™: Spore Trap Report

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Meghanne Burns

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MoldSCORE™: Spore Trap Report

Fungi Identified	Outdoor sample spores/m ³				Raw count	Spores/m ³
	<100	1K	10K	>100K		
Generally able to grow indoors*						
Alternaria					ND	< 13
Bipolaris/Drechslera group					ND	< 13
Chaetomium					ND	< 13
Cladosporium					22	290
Curvularia					ND	< 13
Nigrospora					ND	< 13
Penicillium/Aspergillus types†					49	890
Stachybotrys					ND	< 13
Torula					ND	< 13
Seldom found growing indoors**						
Ascospores					23	1,200
Basidiospores					49	2,600
Rusts					ND	< 13
Smuts, Periconia, Myxomycetes					ND	< 13
Total						5,027

Fungi Identified	Indoor sample spores/m3				Raw count	Spores/m3
	<100	1K	10K	>100K		
Generally able to grow indoors*						
Alternaria					ND	< 13
Bipolaris/Drechslera group					ND	< 13
Chaetomium					ND	< 13
Cladosporium					1	53
Curvularia					ND	< 13
Nigrospora					ND	< 13
Penicillium/Aspergillus types†					144	2,800
Stachybotrys					ND	< 13
Torula					ND	< 13
Seldom found growing indoors**						
Ascospores					9	480
Basidiospores					22	1,200
Rusts					ND	< 13
Smuts, Periconia, Myxomycetes					ND	< 13
Total						4,547

EMLab ID: 4339755, Page 1 of 4

Client: G2 Consultants
 C/O: Chase Eckersell
 Re: G25-398; Maul Foster and Alongi, Inc. 1244
 Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025
 Date of Report: 12-12-2025

MoldSCORE™: Spore Trap Report

Location: G25-398-IA2 Indoor - scale room

Fungi Identified	Indoor sample spores/m3				Raw count	Spores/m3	MoldSCORE‡			
	<100	1K	10K	>100K			100	200	300	Score
Generally able to grow indoors*										
Alternaria						ND	< 13			100
Bipolaris/Drechslera group						ND	< 13			100
Chaetomium						ND	< 13			100
Cladosporium						ND	< 13			100
Curvularia						ND	< 13			100
Nigrospora						ND	< 13			100
Penicillium/Aspergillus types†						42	760			168
Stachybotrys						ND	< 13			100
Torula						ND	< 13			100
Seldom found growing indoors**										
Ascospores						6	320			100
Basidiospores						14	750			100
Rusts						ND	< 13			100
Smuts, Periconia, Myxomycetes						ND	< 13			100
Total							1,827		Final MoldSCORE	168

Location: G25-398-IA3 Indoor - back storage

Fungi Identified	Indoor sample spores/m3				Raw count	Spores/m3	MoldSCORE‡				
	<100	1K	10K	>100K			100	200	300	Score	
Generally able to grow indoors*											
Alternaria	■					1	13	■			105
Bipolaris/Drechslera group						ND	< 13	■			100
Chaetomium						ND	< 13	■			100
Cladosporium	■	■	■			8	430	■	■		117
Curvularia						ND	< 13	■			100
Nigrospora						ND	< 13	■			100
Other brown	■					1	13	■			105
Penicillium/Aspergillus types†	■	■	■	■		19	1,000	■	■	■	180
Stachybotrys						ND	< 13	■			100
Torula						ND	< 13	■			100
Seldom found growing indoors**											
Ascospores	■					4	210	■			100
Basidiospores	■	■	■	■		19	1,000	■			100
Oidium	■					1	13	■			105
Rusts						ND	< 13	■			100
Smuts, Periconia, Myxomycetes						ND	< 13	■			100
Total							2,707	Final MoldSCORE			180

Client: G2 Consultants

C/O: Chase Eckersell

Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025

Date of Report: 12-12-2025

MoldSCORE™: Spore Trap Report

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** These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

†The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods.

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Client: G2 Consultants
C/O: Chase Eckersell
Re: G25-398; Maul Foster and Alongi, Inc. 1244
Long St. Sweet Home, OR 97386

Date of Receipt: 12-10-2025
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MoldSCORE™: Spore Trap Report

PROJECT ANALYST AND SIGNATORY REPORT

Project Analyst



Analyst: Meghanne Burns

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CHAIN OF CUSTODY RECORD

Client: Maul Foster & Alongi, Inc.
Site Address: 1244 Long St
Sweet Home, OR 97386

G2 Contact: Chase Eckersell
Phone #: 971-485-5469



004339755

Page #: 1 of 1
G2 Job #: G25-398

Sample Date: 12-10-25

Sampled by: CE

Turn-Around Time:	Mold:	Asbestos:	Lead:	Notes:
☐ RUSH 6-Hour ☐ 24-Hour ☒ 48-Hour ☐ 72-Hour	☒ Non-Viable Air ☐ Viable Air	☐ PCM-7400 ☐ AHERA TEM ☐ TEM-7402	☐ Flame AA ☐ ICP	

Results to: labresults@g2ci.com

Sample #	Sample Location	Start Time	End Time	Total Minutes	Flow (LPM)	Total Volume	Media ID #	Media Expiration
G25-398-0A1	Outdoor - South of Building	10:30	10:35	5	15	75L	41648720	2026-12
G25-398-IA1	Indoor - Sales Floor	10:38	10:43	5	15	75L	41648713	2026-12
G25-398-IA2	Indoor - Scale Room	10:45	10:50	5	15	75L	41648719	2026-12
G25-398-IA3	Indoor - Back storage	10:52	10:57	5	15	75L	41648711	2026-12
G25-398-0A2	Outdoor - North of Building	10:58	11:03	5	15	75L	41649010	2026-12

Samples Relinquished by:

Date and Time: 12-10-25 16:25

Samples Received by:

Date and Time: 12/10/25 4:30

Samples Relinquished by: _____

Date and Time: _____

Samples Received by: _____

Date and Time: _____

Appendix B:

XRF Readings Table

Maul Foster and Alongi, Inc.
Regulated Building Materials Survey and Mold Investigation
Commercial Property - 1244 Long Street, Sweet Home, OR
XRF Readings Table
December 18, 2025

READING NO.	SITE/ADDRESS	STRUCTURE	FLOOR	ROOM	COMPONENT	SUBSTRATE	SIDE	COLOR	CONDITION	RESULTS	PbC	UNITS	ACTION LEVEL	Pb +/-
10495	Calibration									Positive	1.09	mg/cm2	1	0.03
10496	Calibration									Positive	1.08	mg/cm2	1	0.03
10497	Calibration									Positive	1.05	mg/cm2	1	0.03
10498	Calibration									Positive	1.07	mg/cm2	1	0.02
10499	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Wood	A	White	Intact	Negative	0.57	mg/cm2	1	0.02
10500	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Wood	B	White	Intact	Negative	0.56	mg/cm2	1	0.02
10501	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Wood	C	White	Intact	Negative	0.28	mg/cm2	1	0.01
10502	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Wood	D	White	Intact	Negative	0.26	mg/cm2	1	0.07
10503	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Plaster	A	White	Intact	Negative	0.19	mg/cm2	1	0.05
10504	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Plaster	B	White	Intact	Negative	0	mg/cm2	1	0.01
10505	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Plaster	C	Brown	Intact	Negative	0.17	mg/cm2	1	0.06
10506	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Plaster	C	Green	Intact	Negative	0.15	mg/cm2	1	0.01
10507	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Wood	D	Yellow	Intact	Negative	0.12	mg/cm2	1	0.01
10508	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Wood	D	Blue	Intact	Negative	0.19	mg/cm2	1	0.01
10509	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Wood	D	Green	Intact	Negative	0.13	mg/cm2	1	0.01
10510	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Wood	A	Green	Intact	Negative	0.53	mg/cm2	1	0.02
10511	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Wood	A	Blue	Intact	Negative	0.14	mg/cm2	1	0.05
10512	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Beam	Wood	Lower	Brown	Intact	Negative	0	mg/cm2	1	0.01
10513	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Soffit	Wood	Upper	Brown	Intact	Negative	0	mg/cm2	1	0.01
10514	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Soffit	Wood	Upper	Red	Intact	Negative	0	mg/cm2	1	0.01
10515	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Soffit	Wood	Upper	Off-White	Intact	Negative	0.01	mg/cm2	1	0.01
10516	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Wood	B	Yellow	Intact	Negative	0.43	mg/cm2	1	0.02
10517	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Wall	Plaster	B	Beige	Intact	Negative	0	mg/cm2	1	0.01
10518	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Cabinet Shelf	Wood	Lower	Beige	Intact	Negative	0.37	mg/cm2	1	0.07
10519	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Quarter Round	Wood	Lower	Brown	Intact	Negative	0.4	mg/cm2	1	0.07
10520	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Door	Wood	Middle	Brown	Intact	Negative	0.2	mg/cm2	1	0.01
10521	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Door Jamb	Wood	Middle	Brown	Intact	Negative	0.18	mg/cm2	1	0.05
10522	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Shelf	Wood	Middle	Green	Intact	Negative	0.26	mg/cm2	1	0.01
10523	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Shelf	Wood	Lower	Blue	Intact	Negative	0.11	mg/cm2	1	0.01
10524	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Garage	Door	Wood	B	Green	Intact	Negative	0.2	mg/cm2	1	0.01
10525	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Garage	Wall Paneling	Wood	A	Brown	Intact	Negative	0.02	mg/cm2	1	0.01
10526	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Back Storage	Wall	Brick	A	White	Intact	Negative	0.14	mg/cm2	1	0.09
10527	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Back Storage	Wall	Drywall	B	White	Intact	Negative	0	mg/cm2	1	0.01
10528	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Back Storage	Beam	Wood	Middle	White	Intact	Negative	0.15	mg/cm2	1	0.05
10529	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Back Storage	Wall	Brick	Lower	Gray	Intact	Negative	0	mg/cm2	1	0.01
10530	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Back Storage	Floor	Concrete	Lower	Gray	Intact	Negative	0.01	mg/cm2	1	0.01
10531	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Back Storage	Shelf	Wood	Upper	Gray	Intact	Negative	0.05	mg/cm2	1	0.04
10532	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Back Storage	Ceiling	Drywall	Upper	White	Intact	Negative	0	mg/cm2	1	0.01
10533	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Back Storage	Garage Door	Wood	Middle	White	Intact	Negative	0.28	mg/cm2	1	0.07
10534	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Garage	Wall	Wood	B	Black	Intact	Negative	0	mg/cm2	1	0.01
10535	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Back Storage	Floor Ramp	Wood	Lower	Green	Intact	Negative	0.03	mg/cm2	1	0.01
10536	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Loft	Wall Paneling	Wood	Lower	Black	Intact	Negative	0	mg/cm2	1	0.01
10537	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Loft Restroom	Door	Wood	Middle	White	Intact	Negative	0.1	mg/cm2	1	0.01
10538	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Loft Restroom	Wall	Wood	A	Yellow	Intact	Negative	0.17	mg/cm2	1	0.07
10539	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Loft Restroom	Wall	Wood	A	Blue	Intact	Negative	0.17	mg/cm2	1	0.07
10540	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Loft Restroom	Sink	Enamel	Middle	White	Intact	Positive	5.17	mg/cm2	1	0.21
10541	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Loft Restroom	Toilet	Enamel	Middle	White	Intact	Negative	0.01	mg/cm2	1	0.01
10542	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Loft Restroom	Door	Wood	Middle	Purple	Intact	Positive	2.48	mg/cm2	1	0.59
10543	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Door	Wood	Middle	Brown	Intact	Positive	2.31	mg/cm2	1	0.15
10544	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Door Jamb	Wood	Lower	Brown	Intact	Positive	2.48	mg/cm2	1	0.16
10545	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Door Jamb	Wood	Lower	Green	Intact	Negative	0.23	mg/cm2	1	0.02
10546	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Exterior	Door Jamb	Wood	Middle	White	Intact	Positive	1.01	mg/cm2	1	0.03
10547	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Exterior	Window Trim	Wood	Middle	White	Intact	Negative	0.33	mg/cm2	1	0.08
10548	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Exterior	Window Trim	Wood	Lower	White	Intact	Negative	0.01	mg/cm2	1	0.01
10549	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Entry	Window Trim	Wood	Lower	Brown	Intact	Negative	0.13	mg/cm2	1	0.05
10550	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Exterior	Wall	Stucco	A	Purple	Intact	Positive	1.24	mg/cm2	1	0.1

Maul Foster and Alongi, Inc.
Regulated Building Materials Survey and Mold Investigation
Commercial Property - 1244 Long Street, Sweet Home, OR
XRF Readings Table
December 18, 2025

READING NO.	SITE/ADDRESS	STRUCTURE	FLOOR	ROOM	COMPONENT	SUBSTRATE	SIDE	COLOR	CONDITION	RESULTS	PbC	UNITS	ACTION LEVEL	Pb +/-
10551	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Exterior	Garage Door	Wood	Middle	Purple	Intact	Positive	3.47	mg/cm2	1	1.04
10552	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Exterior	Garage Door Trim	Wood	Middle	White	Intact	Negative	0.07	mg/cm2	1	0.06
10553	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Exterior	Pipe	Metal	Middle	Purple	Intact	Negative	0	mg/cm2	1	0.01
10554	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Exterior	Electrical Box	Metal	Middle	Purple	Intact	Negative	0	mg/cm2	1	0.01
10555	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Exterior	D Side Entry Door	Wood	Middle	Purple	Intact	Negative	0.07	mg/cm2	1	0.08
10556	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Exterior	Wall	Brick	C	Purple	Intact	Negative	0	mg/cm2	1	0.01
10557	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Exterior	Soffit	Wood	Upper	White	Intact	Negative	0	mg/cm2	1	0.01
10558	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Exterior	Floor	Concrete	Lower	Purple	Intact	Negative	0.01	mg/cm2	1	0.01
10559	Commercial Property - 1244 Long Street, Sweet Home, OR	Main Building	Ground	Exterior	Storage Room Garage Door	Wood	Middle	Purple	Intact	Positive	1.6	mg/cm2	1	0.12
10560	Calibration									Positive	0.95	mg/cm2	1	0.03
10561	Calibration									Positive	1.06	mg/cm2	1	0.03
10562	Calibration									Positive	1.08	mg/cm2	1	0.03
10563	Calibration									Positive	1.03	mg/cm2	1	0.02

Appendix C:

Photographs of Homogeneous Materials
Sampled



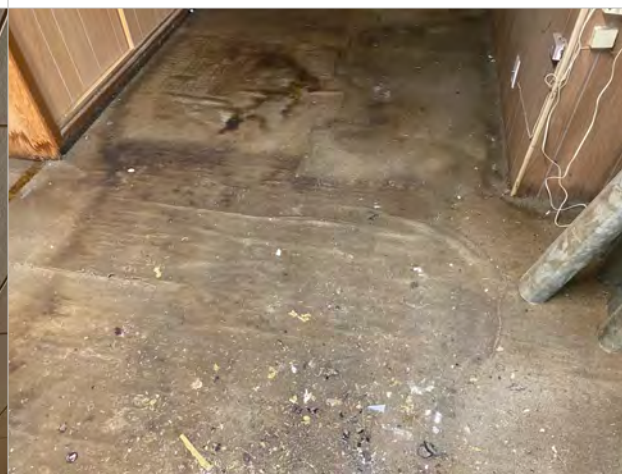
HM#1: Plaster



HM#2: Ceiling Tile, 16" x 32"



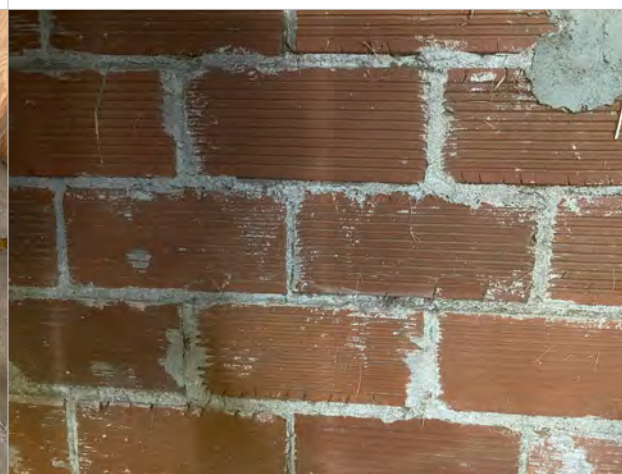
HM#3: Ceiling Tile, 12" x 12" and Tan Glue Dots



HM#4: Carpet Glue, Tan (Top Layer)

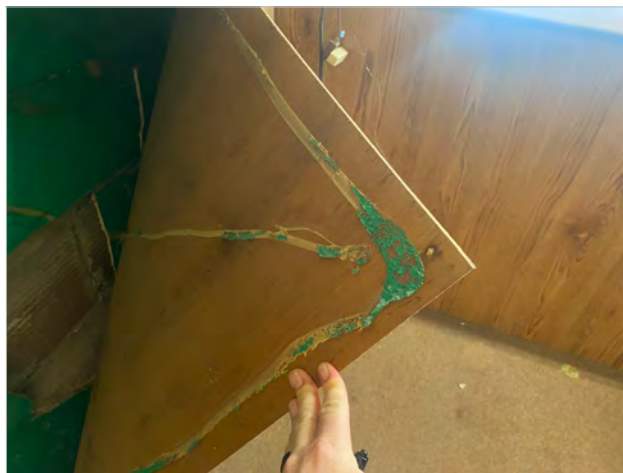


HM#5: Carpet Glue, Cream (Bottom Layer)



HM#6: Brick Mortar, Light Gray

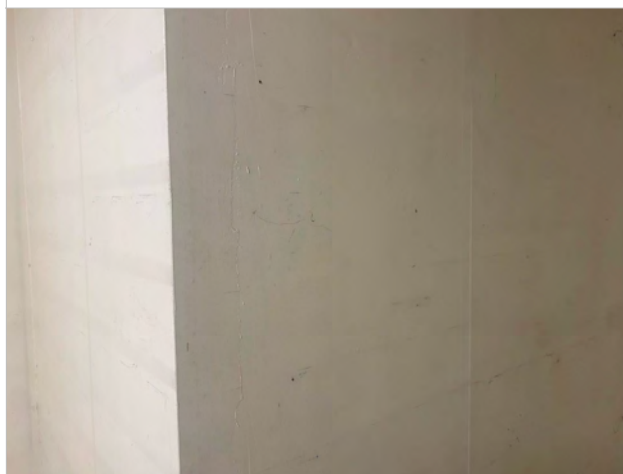
NOTE: Materials **Bolded and in Red** are ACMs



HM#7: Wall Panel Adhesive, Tan



HM#8: Cementitious Patching, Gray



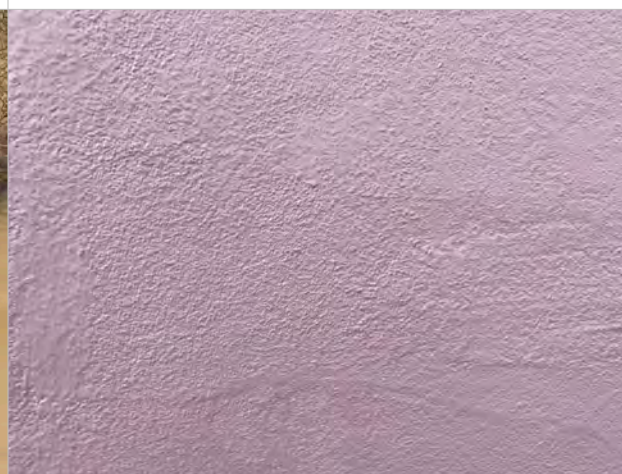
HM#9: Drywall and Joint Compound



HM#10: CMU Mortar, Gray



HM#11: Sheet Vinyl, Beige Pebble Pattern



HM#12: Stucco (Type A)

NOTE: Materials **Bolded and in Red** are ACMs



HM#13: Stucco (Type B)



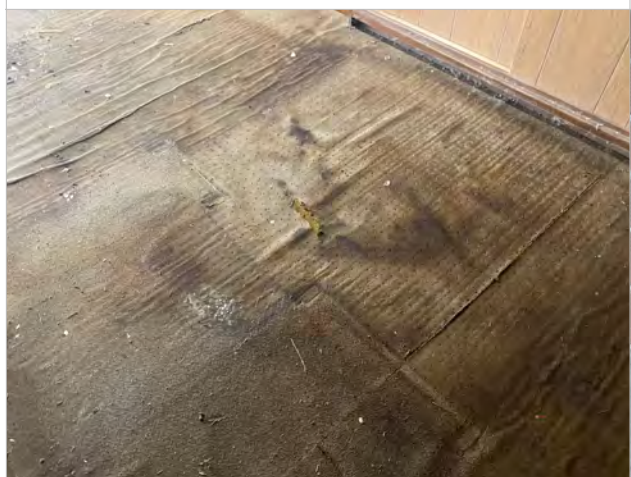
HM#14: Caulking, White



HM#15: Window Glazing, White



Sales Floor: Water-damaged ceiling tiles



Office Nook: Water staining on carpet



Scale Room: Water staining on wall

NOTE: Materials **Bolded and in Red** are ACMs

Appendix D:

Performance Characteristic Sheet (PCS)

Performance Characteristic Sheet

EFFECTIVE DATE: February 1, 2022

MANUFACTURER AND MODEL:

Make: **SciAps**
 Models: **Model X-550**
 X-Ray Source: **Rhodium (Rh) or Gold (Au) Anode**

FIELD OPERATION GUIDANCE

ACTION LEVEL SETTING:

1.0 mg/cm²

OPERATING PARAMETERS:

Timed mode: fixed 10-second reading.

Quick mode: variable-time reading (approximately 2-6 seconds).

XRF CALIBRATION CHECK LIMITS:

0.8 to 1.2 mg/cm ² (inclusive) on NIST SRM 2579 (1.02 mg/cm ²)/NIST SRM 2573, or equivalent
--

SUBSTRATE CORRECTION:

Not applicable

INCONCLUSIVE RANGE OR THRESHOLD:

Au Anode (quick) READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm²)
Results not corrected for substrate bias on any substrate	Brick	1.0
	Concrete	1.0
	Drywall	1.0
	Metal	1.0
	Plaster	1.0
	Wood	1.0
Rh Anode (Timed or Quick), Au Anode (Timed) READING DESCRIPTION	SUBSTRATE	THRESHOLD (mg/cm²)
Results not corrected for substrate bias on any substrate	Brick	0.9
	Concrete	0.9
	Drywall	0.9
	Metal	0.9
	Plaster	0.9
	Wood	0.9

BACKGROUND INFORMATION

EVALUATION DATA SOURCE AND DATE:

This sheet is supplemental information to be used in conjunction with Chapter 7 of the HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing*, 2012 Edition ("HUD Guidelines"). Performance parameters shown on this sheet are calculated using test results on building components in the HUD archive. Testing was conducted on 146 test samples in February 2022, with two separate instruments of each Anode type, operated in both Timed and Quick modes.

OPERATING PARAMETERS

Performance parameters shown in this sheet are applicable only when properly operating the instrument using the manufacturer's instructions and procedures described in Chapter 7 of the HUD Guidelines.

XRF CALIBRATION CHECK:

The calibration of the XRF instrument should be checked using the paint film nearest 1.0 mg/cm² in the NIST Standard Reference Material (SRM) used (e.g., for NIST SRM 2579, use the 1.02 mg/cm² film; for NIST SRM 2579a, use film 2573 (1.04 mg/cm²)).

If the average (rounded to 1 decimal place) of three readings is outside the acceptable calibration check range, follow the manufacturer's instructions to bring the instrument into control before XRF testing proceeds.

EVALUATING THE QUALITY OF XRF TESTING:

Randomly select ten testing combinations for retesting from each house or from two randomly selected units in multifamily housing.

Conduct XRF re-testing at the ten testing combinations selected for retesting.

Determine if the XRF testing in the units or house passed or failed the test by applying the steps below. Compute the Retest Tolerance Limit by the following steps:

Determine XRF results for the original and retest XRF readings. In single-family and multifamily housing, a result is defined as a single reading. Therefore, there will be ten original and ten retest XRF results for each house or for the two selected units.

Calculate the average of the original XRF result and the retest XRF result for each testing combination.

Square the average for each testing combination.

Add the ten squared averages together. Call this quantity C.

Multiply the number C by 0.0072. Call this quantity D.

Add the number 0.032 to D. Call this quantity E.

Take the square root of E. Call this quantity F.

Multiply F by 1.645. The result is the Retest Tolerance Limit.

Compute the average of all ten original XRF readings.

Compute the average of all ten re-test XRF readings.

Find the absolute difference of the two averages.

If the difference is less than the Retest Tolerance Limit, the inspection has passed the retest. If the difference of the overall averages equals or exceeds the Retest Tolerance Limit, this

procedure should be repeated with ten new testing combinations. If the difference of the overall averages is equal to or greater than the Retest Tolerance Limit a second time, then the inspection should be considered deficient.

Use of this procedure is estimated to produce a spurious result approximately 1% of the time. That is, results of this procedure will call for further examination when no examination is warranted in approximately 1 out of 100 dwelling units tested.

TESTING TIMES:

The reading time in Archive tests was 10 seconds in Timed mode and from 2-6 seconds in Quick mode, for both the Rh Anode and Au Anode.

CLASSIFICATION OF RESULTS:

XRF results for the Au Anode in Quick mode are classified as **positive** if they are **greater than or equal** to 1.0 mg/cm² and **negative** if they are **less than** 1.0 mg/cm². XRF results for the Au Anode in Timed mode and for the Rh Anode in Timed or Quick mode are classified as **positive** if they are **greater than or equal** to 0.9 mg/cm² and **negative** if they are **less than** 0.9 mg/cm².

DOCUMENTATION:

A report titled *Methodology for XRF Performance Characteristic Sheets* (EPA 747-R-95-008) provides an explanation of the statistical methodology used to develop Performance Characteristic Sheets at the Federal standard (Action Level) of 1.0 mg/cm² and provides empirical results from using the recommended inconclusive ranges or thresholds for specific XRF instruments. The report may be downloaded at <http://www2.epa.gov/lead/methodology-xrf-performance-characteristic-sheets-epa-747-r-95-008-september-1997>.

Appendix E:

Certifications & Accreditation

THIS IS TO CERTIFY THAT

CHASE ECKERSELL

HAS SUCCESSFULLY COMPLETED THE TRAINING COURSE

for

ONLINE AHERA ASBESTOS INSPECTOR REFRESHER

In accordance with TSCA Title II, Part 763, Subpart E, Appendix C of 40 CFR



Course Date: 06/02/2025

Course Location: Online

Certificate: IRO-25-9965B

CCB #SRA0615 4-Hr Training

4-Hour Online AHERA Inspector Refresher Training; AHERA is the Asbestos Hazard Emergency Response Act enacting Title II of Toxic Substance Control Act (TSCA)

Expiration Date: 06/02/2026

For verification of the authenticity of this certificate contact:
PBS Engineering and Environmental Inc.
4412 S Corbett Avenue
Portland, OR 97239
503.248.1939

A handwritten signature in black ink, reading 'David Kahn'.

David Kahn, Instructor

State of Oregon
Oregon Health Authority

Chase G. Eckersell

is certified by the Oregon Health Authority to conduct Lead-Based Paint Activities

Risk Assessor

Certification Number:	2597--Indv--R
Issuance Date:	11/28/2024
Expiration Date:	11/28/2027



Oregon
Health
Authority

000550

CHASE GEORGE ECKERSELL
17750 SW UPPER BOONES FERRY RD STE 150
PORTLAND OR 97224

CONSTRUCTION CONTRACTORS BOARD
LEAD-BASED PAINT

LICENSE NUMBER: 9152597-RA
EXPIRATION DATE: 01/23/2026
ENTITY TYPE: N/A

CONSTRUCTION CONTRACTORS BOARD
LEAD-BASED PAINT

CHASE GEORGE ECKERSELL
17750 SW UPPER BOONES FERRY RD STE
150
PORTLAND OR 97224

⇄ ⇄ ⇄ ⇄
POCKET CARD
⇄ ⇄ ⇄ ⇄

*fold and detach
along
perforation*

↓ ↓ ↓ ↓ ↓
LICENSE CARD
↓ ↓ ↓ ↓ ↓

STATE OF OREGON
CONSTRUCTION CONTRACTORS BOARD
LEAD-BASED PAINT CERTIFICATE

This document certifies that:

CHASE GEORGE ECKERSELL
17750 SW UPPER BOONES FERRY RD STE 150
PORTLAND OR 97224

is licensed in accordance with Oregon Law as
Lead Risk Assessor Contractor

LICENSE NUMBER: 9152597-RA

EXPIRATION DATE: 01/23/2026

ENTITY TYPE: N/A

THIS IS TO CERTIFY THAT

DAVID JEONG

HAS SUCCESSFULLY COMPLETED THE TRAINING COURSE

for

ASBESTOS INSPECTOR INITIAL COURSE

In accordance with TSCA Title II, Part 763, Subpart E, Appendix C of 40 CFR

Course Date: 6/9/2025 - 6/11/2025

Course Location: Portland, OR

Certificate: IN-25-6065C

For verification of the authenticity of this
certificate contact:

Apex Companies, LLC, by and through its wholly owned
subsidiary PBS Engineering and Environmental LLC (Apex)
4412 S Corbett Avenue
Portland, OR 97239
503.248.1939



CCB #SRA0614 24-Hr Training

24-Hour AHERA Inspector Training; AHERA
is the Asbestos Hazard Emergency
Response Act enacting Title II of Toxic
Substance Control Act (TSCA)

Expiration Date: 06/11/2026

A handwritten signature in black ink that reads 'David Kahn'. The signature is written in a cursive style with a long, sweeping underline.

David Kahn, Instructor

Appendix B

Photograph Log



MAUL
FOSTER
ALONGI



Photographs

Project Name: Building Material and Soil Vapor Phase II ESA
Project Number: M0575.02.002
Location: 1244 Long Street, Sweet Home, Oregon
Date: February 4, 2026

Photo No. 1.

Description

Installation of a temporary sub-slab vapor pin at LONG-001, facing north.



Photo No. 2.

Description

Soil vapor sample collection at LONG-001, facing south.





Photographs

Project Name: Building Material and Soil Vapor Phase II ESA
Project Number: M0575.02.002
Location: 1244 Long Street, Sweet Home, Oregon
Date: February 4, 2026

Photo No. 3.

Description

Soil vapor equipment setup at LONG-002, facing east.



Photo No. 4.

Description

Conducting a helium leak check at LONG-002, facing west.





Photographs

Project Name: Building Material and Soil Vapor Phase II ESA
Project Number: M0575.02.002
Location: 1244 Long Street, Sweet Home, Oregon
Date: February 4, 2026

Photo No. 5.

Description

Soil vapor equipment setup at LONG-003, facing west.

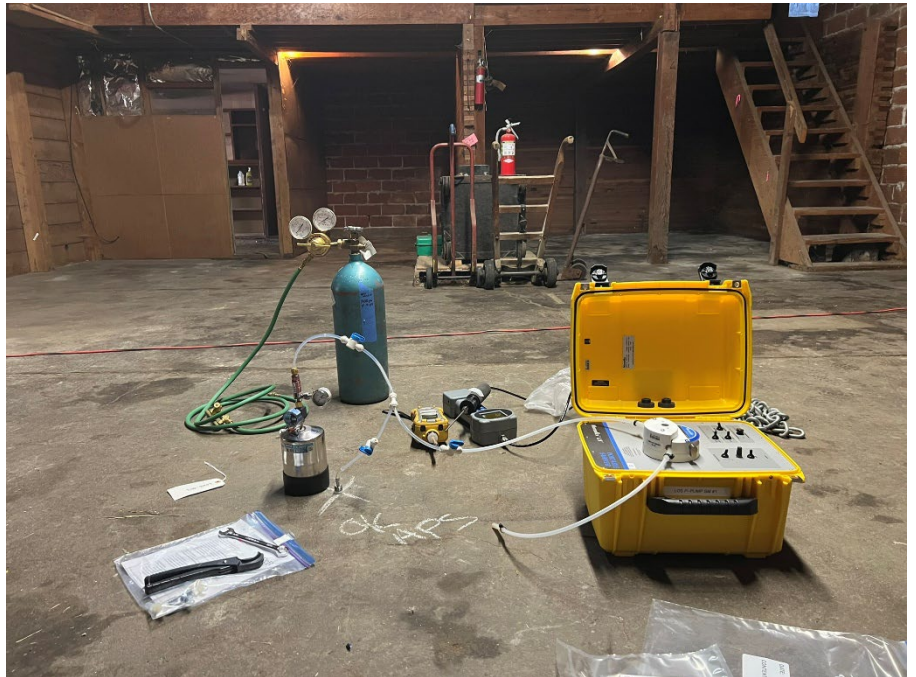


Photo No. 6.

Description

Labelled Summa canister after collecting soil vapor sample from LONG-003, facing north.





Photographs

Project Name: Building Material and Soil Vapor Phase II ESA
Project Number: M0575.02.002
Location: 1244 Long Street, Sweet Home, Oregon
Date: February 4, 2026

Photo No. 7.

Description

MFA staff drilling through concrete slab to install temporary sub-slab vapor pin.

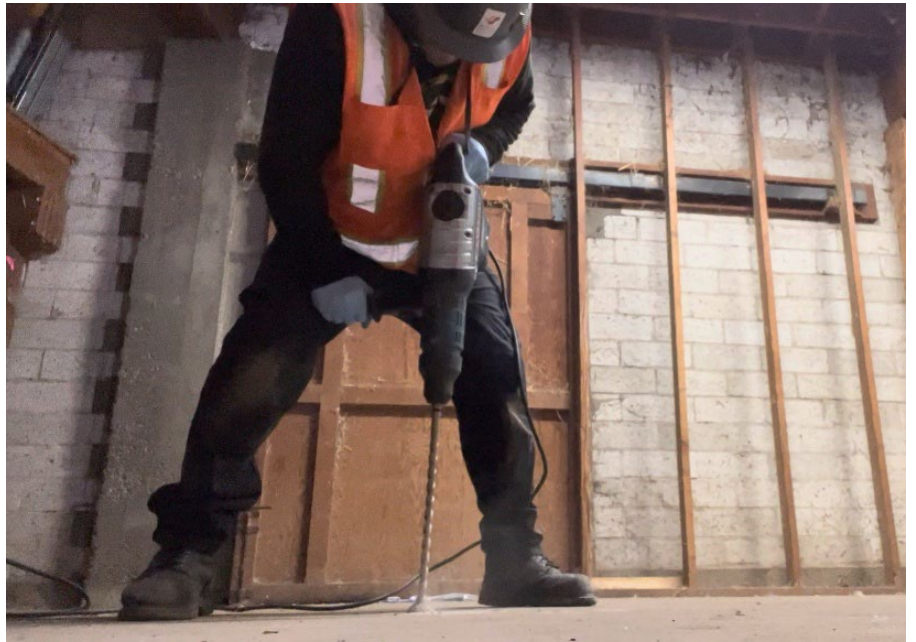


Photo No. 8.

Description

Soil vapor equipment
setup at LONG-004,
facing west.





Photographs

Project Name: Building Material and Soil Vapor Phase II ESA
Project Number: M0575.02.002
Location: 1244 Long Street, Sweet Home, Oregon
Date: February 4, 2026

Photo No. 9.

Description

Soil vapor sub-slab
boreholes filled with
concrete after sample
collection.



Appendix C

Field Sample Data Sheet



MAUL
FOSTER
ALONGI

Project: OCWCOG : M0575.02.002

Location: 1244 Long St Sweet

Weather: 47° cloudy, high 60°

Time
Installed
Probe[illegible]

PID
VOC (ppm)

0000

NOTES:

"Hg= Inches of mercury

ID= identification

L= liter

No.= number

ppm= parts per million

% = percent

Appendix D

Analytical Laboratory Reports



MAUL
FOSTER
ALONGI

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Elizabeth Webber-Bruya
Ann Webber-Bruya
Michael Erdahl
Vineta Mills
Eric Young

5500 4th Ave South
Seattle, WA 98108-2419
(206) 285-8282
office@friedmanandbruya.com
www.friedmanandbruya.com

February 20, 2026

Emily Hess, Project Manager
Maul Foster Alongi
3140 NE Broadway St
Portland, OR 97232

Dear Ms Hess:

Included are the results from the testing of material submitted on February 9, 2026 from the 1244 Long St, Sweet Home, F&BI 602131 project. There are 10 pages included in this report.

We appreciate this opportunity to be of service to you and hope you will call if you should have any questions.

Sincerely,

FRIEDMAN & BRUYA, INC.



Michael Erdahl
Project Manager

Enclosures
c: Julianna Wetmore
MFA0220R.DOC

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

CASE NARRATIVE

This case narrative encompasses samples received on February 9, 2026 by Friedman & Bruya, Inc. from the Maul Foster Alongi 1244 Long St, Sweet Home, F&BI 602131 project. Samples were logged in under the laboratory ID's listed below.

<u>Laboratory ID</u>	<u>Maul Foster Alongi</u>
602131 -01	LONG-001
602131 -02	LONG-002
602131 -03	LONG-003
602131 -04	LONG-004

The tetrachloroethene concentration in samples LONG-002, LONG-003, and LONG-004 exceeded the calibration range of the instrument. The data were flagged accordingly.

The TO-15 gasoline range concentrations were quantified using a single point calibration at 50 ppbv.

The samples were sent to Alliance Technical Group for major gases testing. The report will be forwarded upon receipt.

All other quality control requirements were acceptable.

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Analysis For Volatile Compounds By Method TO-15

Client Sample ID:	LONG-001	Client:	Maul Foster Alongi
Date Received:	02/09/26	Project:	1244 Long St, Sweet Home
Date Collected:	02/04/26	Lab ID:	602131-01 1/5.3
Date Analyzed:	02/11/26	Data File:	021125.D
Matrix:	Air	Instrument:	GCMS7
Units:	ug/m3	Operator:	bat

	%	Lower	Upper
Surrogates:	Recovery:	Limit:	Limit:
4-Bromofluorobenzene	97	70	130

	Concentration	
Compounds:	ug/m3	ppbv
Vinyl chloride	<0.68	<0.26
trans-1,2-Dichloroethene	<2.1	<0.53
cis-1,2-Dichloroethene	<2.1	<0.53
Trichloroethene	<0.57	<0.11
Tetrachloroethene	480	70
1,1-Dichloroethene	<2.1	<0.53
Gasoline Range Organics	<1,100	<260

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Analysis For Volatile Compounds By Method TO-15

Client Sample ID:	LONG-002	Client:	Maul Foster Alongi
Date Received:	02/09/26	Project:	1244 Long St, Sweet Home
Date Collected:	02/04/26	Lab ID:	602131-02 1/7.9
Date Analyzed:	02/12/26	Data File:	021127.D
Matrix:	Air	Instrument:	GCMS7
Units:	ug/m3	Operator:	bat

	%	Lower	Upper
Surrogates:	Recovery:	Limit:	Limit:
4-Bromofluorobenzene	100	70	130

Compounds:	Concentration	
	ug/m3	ppbv
Vinyl chloride	<1	<0.39
trans-1,2-Dichloroethene	<3.1	<0.79
cis-1,2-Dichloroethene	<3.1	<0.79
Trichloroethene	110	20
Tetrachloroethene	25,000 ve	3,700 ve
1,1-Dichloroethene	<3.1	<0.79
Gasoline Range Organics	<1,600	<390

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Analysis For Volatile Compounds By Method TO-15

Client Sample ID:	LONG-003	Client:	Maul Foster Alongi
Date Received:	02/09/26	Project:	1244 Long St, Sweet Home
Date Collected:	02/04/26	Lab ID:	602131-03 1/8.0
Date Analyzed:	02/12/26	Data File:	021126.D
Matrix:	Air	Instrument:	GCMS7
Units:	ug/m3	Operator:	bat

	%	Lower	Upper
Surrogates:	Recovery:	Limit:	Limit:
4-Bromofluorobenzene	96	70	130

Compounds:	Concentration	
	ug/m3	ppbv
Vinyl chloride	<1	<0.4
trans-1,2-Dichloroethene	<3.2	<0.8
cis-1,2-Dichloroethene	<3.2	<0.8
Trichloroethene	<0.86	<0.16
Tetrachloroethene	2,100 ve	300 ve
1,1-Dichloroethene	<3.2	<0.8
Gasoline Range Organics	<1,600	<400

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Analysis For Volatile Compounds By Method TO-15

Client Sample ID:	LONG-004	Client:	Maul Foster Alongi
Date Received:	02/09/26	Project:	1244 Long St, Sweet Home
Date Collected:	02/04/26	Lab ID:	602131-04 1/7.7
Date Analyzed:	02/12/26	Data File:	021128.D
Matrix:	Air	Instrument:	GCMS7
Units:	ug/m3	Operator:	bat

	%	Lower	Upper
Surrogates:	Recovery:	Limit:	Limit:
4-Bromofluorobenzene	101	70	130

	Concentration	
Compounds:	ug/m3	ppbv
Vinyl chloride	<0.98	<0.38
trans-1,2-Dichloroethene	<3.1	<0.77
cis-1,2-Dichloroethene	<3.1	<0.77
Trichloroethene	4.3	0.81
Tetrachloroethene	3,900 ve	570 ve
1,1-Dichloroethene	<3.1	<0.77
Gasoline Range Organics	55,000	13,000

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Analysis For Volatile Compounds By Method TO-15

Client Sample ID:	Method Blank	Client:	Maul Foster Alongi
Date Received:	Not Applicable	Project:	1244 Long St, Sweet Home
Date Collected:	Not Applicable	Lab ID:	06-8078 MB
Date Analyzed:	02/11/26	Data File:	021112.D
Matrix:	Air	Instrument:	GCMS7
Units:	ug/m3	Operator:	bat

	%	Lower	Upper
Surrogates:	Recovery:	Limit:	Limit:
4-Bromofluorobenzene	92	70	130

Compounds:	Concentration	
	ug/m3	ppbv
Vinyl chloride	<0.13	<0.05
trans-1,2-Dichloroethene	<0.4	<0.1
cis-1,2-Dichloroethene	<0.4	<0.1
Trichloroethene	<0.11	<0.02
Tetrachloroethene	<6.8	<1
1,1-Dichloroethene	<0.4	<0.1
Gasoline Range Organics	<200	<50

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Date of Report: 02/20/26

Date Received: 02/09/26

Project: 1244 Long St, Sweet Home, F&BI 602131

Date Extracted: 02/12/26

Date Analyzed: 02/12/26

**RESULTS FROM THE ANALYSIS OF AIR SAMPLES
FOR HELIUM USING METHOD ASTM D1946**

Results Reported as % Helium

<u>Sample ID</u> Laboratory ID	<u>Helium</u>
LONG-001 602131-01	<0.6
LONG-002 602131-02	<0.6
LONG-003 602131-03	<0.6
LONG-004 602131-04	<0.6
Method Blank 06-8086 MB	<0.6

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Date of Report: 02/20/26

Date Received: 02/09/26

Project: 1244 Long St, Sweet Home, F&BI 602131

**QUALITY ASSURANCE RESULTS FOR THE ANALYSIS OF AIR SAMPLES
FOR VOLATILES BY METHOD TO-15**

Laboratory Code: 602138-01 1/5.3 (Duplicate)

Analyte	Reporting Units	Sample Result	Duplicate Result	RPD (Limit 25)
Vinyl chloride	ug/m3	<0.68	<0.68	nm
trans-1,2-Dichloroethene	ug/m3	<2.1	<2.1	nm
cis-1,2-Dichloroethene	ug/m3	<2.1	<2.1	nm
Trichloroethene	ug/m3	<0.57	<0.57	nm
Tetrachloroethene	ug/m3	<36	<36	nm
1,1-Dichloroethene	ug/m3	<2.1	<2.1	nm
Gasoline Range Organics	ug/m3	1,600	1,700	6

Laboratory Code: Laboratory Control Sample

Analyte	Reporting Units	Spike Level	Percent Recovery LCS	Acceptance Criteria
Vinyl chloride	ug/m3	35	118	70-130
trans-1,2-Dichloroethene	ug/m3	54	110	70-130
cis-1,2-Dichloroethene	ug/m3	54	109	70-130
Trichloroethene	ug/m3	73	111	70-130
Tetrachloroethene	ug/m3	92	117	70-130
1,1-Dichloroethene	ug/m3	54	111	70-130
Gasoline Range Organics	ug/m3	200	100	70-130

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Date of Report: 02/20/26

Date Received: 02/09/26

Project: 1244 Long St, Sweet Home, F&BI 602131

**QUALITY ASSURANCE RESULTS FOR THE ANALYSIS OF AIR SAMPLES
FOR HELIUM
USING METHOD ASTM D1946**

Laboratory Code: 602056-01 (Duplicate)

Analyte	Sample Result (%)	Duplicate Result (%)	Relative Percent Difference	Acceptance Criteria
Helium	<0.6	<0.6	nm	0-20

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Data Qualifiers & Definitions

a - The analyte was detected at a level less than five times the reporting limit. The RPD results may not provide reliable information on the variability of the analysis.

b - The analyte was spiked at a level that was less than five times that present in the sample. Matrix spike recoveries may not be meaningful.

ca - The calibration results for the analyte were outside of acceptance criteria, biased low; or, the calibration results for the analyte were outside of acceptance criteria, biased high, with a detection for the analyte in the sample. The value reported is an estimate.

c - The presence of the analyte may be due to carryover from previous sample injections.

cf - The sample was centrifuged prior to analysis.

d - The sample was diluted. Detection limits were raised and surrogate recoveries may not be meaningful.

dv - Insufficient sample volume was available to achieve normal reporting limits.

f - The sample was laboratory filtered prior to analysis.

fb - The analyte was detected in the method blank.

fc - The analyte is a common laboratory and field contaminant.

hr - The sample and duplicate were reextracted and reanalyzed. RPD results were still outside of control limits. Variability is attributed to sample inhomogeneity.

hs - Headspace was present in the container used for analysis.

ht - The analysis was performed outside the method or client-specified holding time requirement.

ip - Recovery fell outside of control limits due to sample matrix effects.

j - The analyte concentration is reported between the method detection limit and the lowest calibration point. The value reported is an estimate.

J - The internal standard associated with the analyte is out of control limits. The reported concentration is an estimate.

jl - The laboratory control sample(s) percent recovery and/or RPD were out of control limits. The reported concentration should be considered an estimate.

js - The surrogate associated with the analyte is out of control limits. The reported concentration should be considered an estimate.

k - The calibration results for the analyte were outside of acceptance criteria, biased high, and the analyte was not detected in the sample.

lc - The presence of the analyte is likely due to laboratory contamination.

L - The reported concentration was generated from a library search.

nm - The analyte was not detected in one or more of the duplicate analyses. Therefore, calculation of the RPD is not applicable.

pc - The sample was received with incorrect preservation or in a container not approved by the method. The value reported should be considered an estimate.

ve - The analyte response exceeded the valid instrument calibration range. The value reported is an estimate.

vo - The value reported fell outside the control limits established for this analyte.

x - The sample chromatographic pattern does not resemble the fuel standard used for quantitation.

602131

SAMPLE CHAIN OF CUSTODY

02/09/26

Page # 1 of 1

Report To Emily He35Company Maul Foster AlongiAddress 3140 NE BroadwayCity, State, ZIP Portland, OR 97232Phone 360-433-0244 Email he35@maulfoster.comSAMPLERS (signature) Steve OlsonPROJECT NAME & ADDRESS
1244 Long St, Sweet Home

PO #

NOTES:

INVOICE TO

TURNAROUND TIME

Standard
RUSH

Rush charges authorized by: _____

SAMPLE DISPOSAL

Default: Clean after 3 days
Archive (Fee may apply)

SAMPLE INFORMATION

Sample Name	Lab ID	Canister ID	Flow Cont. ID	Reporting Level: IA=Indoor Air SG=Soil Gas (Circle One)	Date Sampled	Initial Vac. ("Hg)	Field Initial Time	Final Vac. ("Hg)	Field Final Time	TO15 Full Scan	TO15 BTEXN	TO15 cVOCs	APH	ASTM D1946 Helium	ASTM D1946 O ₂ , CO ₂ , CH ₄	Notes
LONG-001	01	3389	F231	IA / <u>SG</u>	2/4/26	-30.0	1142	-5.0	1147							*All samples analyzed for tetrachloroethene, trichloroethene, 1,1-DCE, cis-1,2-DCE, trans-1,2-DCE, Vinyl chloride, and Benzene - Range TPH
LONG-002	02	2438	F206	IA / <u>SG</u>	2/4/26	-21.5	1220	-5.0	1225							
LONG-003	03	3667	F203	IA / <u>SG</u>	2/4/26	-30.0	1301	-5.0	1306							
LONG-004	04	2300	F225	IA / <u>SG</u>	2/4/26	-30.0	1348	-5.0	1354							
				IA / SG												
				IA / SG												
				IA / SG												
				IA / SG												

SIGNATURE

PRINT NAME

COMPANY

DATE

TIME

Friedman & Bruya, Inc.
3012 16th Avenue West

Seattle, WA 98119-2029

Ph. (206) 285-8282

Fax (206) 283-5044

FORMS\COG\COCTO-15.DOC

Relinquished by: <u>Steve Olson</u>	Steven Chapman	MSA	2/6/26	1115
Relinquished by: <u>AK</u>	Andy Phua	FBI	02/09/26	14:50
Received by:		Samples received at	20	°C

SAMPLE CONDITION UPON RECEIPT CHECKLIST

PROJECT # 602131 CLIENT MFA INITIALS/ AP
DATE: 02/09/26

If custody seals are present on cooler, are they intact? ☒ NA ☐ YES ☐ NO

Cooler/Sample temperature 20 °C
Thermometer ID: Fluke 96312917

Were samples received on ice/cold packs? ☐ YES ☒ NO

How did samples arrive?
☐ Over the Counter ☐ Picked up by F&BI ☒ FedEx/UPS/GSO

Is there a Chain-of-Custody* (COC)? ☒ YES ☐ NO Initials/ AP
*or other representative documents, letters, and/or shipping memos Date: 02/09/26

Number of days samples have been sitting prior to receipt at laboratory 5 days

Are the samples clearly identified? (explain "no" answer below) ☒ YES ☐ NO

Were all sample containers received intact (i.e. not broken, leaking etc.)? (explain "no" answer below) ☒ YES ☐ NO

Were appropriate sample containers used? ☒ YES ☐ NO ☐ Unknown

If custody seals are present on samples, are they intact? ☒ NA ☐ YES ☐ NO

Are samples requiring no headspace, headspace free? ☒ NA ☐ YES ☐ NO

Is the following information provided on the COC, and does it match the sample label?
(explain "no" answer below)

Sample ID's	☒ Yes ☐ No	☐ Not on COC/label
Date Sampled	☒ Yes ☐ No	☐ Not on COC/label
Time Sampled	☒ Yes ☐ No	☐ Not on COC/label
# of Containers	☒ Yes ☐ No	
Relinquished	☒ Yes ☐ No	
Requested analysis	☒ Yes ☐ On Hold	

Other comments (use a separate page if needed)

Air Samples: Were any additional canisters/tubes received? ☐ NA ☐ YES ☒ NO

Number of unused TO15 canisters** Number of unused TO17 tubes

**Fill out Green manifolds billing sheet

FROM: (971) 703-4280

Eric Erickson
Maui Foster & Alongi
3140 NE Broadway
Portland OR 97232

SHIP DATE: 06FEB26
ACTWTG1: 5.00 LB
CAD: 253127280/NET/4535
DIMMED: 10 X 10 X 15 IN

BILL SENDER

TO Sample Receiving
Friedman & Bruya, Inc.
5500 4th Ave S

(US)
58KJ5/6067/484B

SEATTLE WA 98108

(206) 285-8282

REF: M0575.02.002, M1467.07.003

INV:
PO: S. CHAPMAN

DEPT:



J261026012001uv

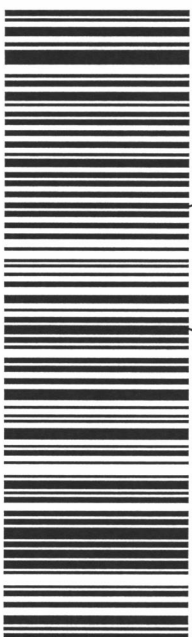
3 of 3

MPS# 8885 6154 8953

Mstr# 8885 6154 8931

98108

9622 0019 0 (000 000 0000) 0 00 8885 6154 8953





3600 Fremont Ave N
Seattle, WA 98103
T: (206) 352-3790
info.seattle@alliancetg.com

Friedman & Bruya
Michael Erdahl
5500 4th Ave S
Seattle, WA 98108

RE: 602131,
Work Order Number: 2602333

February 23, 2026

Attention Michael Erdahl:

Alliance Technical Group, LLC - Seattle received 4 sample(s) on 2/16/2026 for the analyses presented in the following report.

Major Gases by EPA Method 3C

All analyses were performed according to our accredited Quality Assurance program. Please contact the laboratory if you should have any questions about the results.

Alliance Technical Group is committed to accuracy, speed, and customer service. Thank you for choosing Alliance Technical Group's Seattle laboratory team for your analytical needs. We appreciate this opportunity to serve you!

Sincerely,

A handwritten signature in blue ink that reads "Kelley Lovejoy". The signature is written in a cursive, flowing style.

Kelley Lovejoy
Project Manager

*DoD-ELAP Accreditation #79636 by PJLA, ISO/IEC 17025:2017 and QSM 5.4 for Environmental Testing
ORELAP Certification: WA 100009 (NELAP Recognized) for Environmental Testing
Washington State Department of Ecology Accredited for Environmental Testing, Lab ID C910*

Original

www.alliancetg.com



Date: 02/23/2026

CLIENT: Friedman & Bruya
Project: 602131
Work Order: 2602333

Work Order Sample Summary

Lab Sample ID	Client Sample ID	Date/Time Collected	Date/Time Received
2602333-001	LONG-001	02/16/2026 1:00 PM	02/16/2026 3:57 PM
2602333-002	LONG-002	02/16/2026 1:00 PM	02/16/2026 3:57 PM
2602333-003	LONG-003	02/16/2026 1:00 PM	02/16/2026 3:57 PM
2602333-004	LONG-004	02/16/2026 1:00 PM	02/16/2026 3:57 PM

Note: If no "Time Collected" is supplied, a default of 12:00AM is assigned

Original

CLIENT: Friedman & Bruya

Project: 602131

I. SAMPLE RECEIPT:

Samples receipt information is recorded on the attached Sample Receipt Checklist.

II. GENERAL REPORTING COMMENTS:

Major gases are reported as % ratio of the Major Gases analyzed (Carbon dioxide, Carbon Monoxide, Methane, Nitrogen, Oxygen and Hydrogen).

The validity of the analytical procedures for which data is reported in this analytical report is determined by the Laboratory Control Sample (LCS). The LCS is processed with the samples to ensure method criteria are achieved throughout the entire analytical process.

III. ANALYSES AND EXCEPTIONS:

Exceptions associated with this report will be footnoted in the analytical results page(s) or the quality control summary page(s) and/or noted below.

Qualifiers:

- * - Flagged value is not within established control limits
- B - Analyte detected in the associated Method Blank
- D - Dilution was required
- E - Value above quantitation range
- H - Holding times for preparation or analysis exceeded
- I - Analyte with an internal standard that does not meet established acceptance criteria
- J - Analyte detected below Reporting Limit
- N - Tentatively Identified Compound (TIC)
- Q - Analyte with an initial or continuing calibration that does not meet established acceptance criteria
- S - Spike recovery outside accepted recovery limits
- ND - Not detected at the Reporting Limit
- R - High relative percent difference observed

Acronyms:

- %Rec - Percent Recovery
- CCB - Continued Calibration Blank
- CCV - Continued Calibration Verification
- DF - Dilution Factor
- DUP - Sample Duplicate
- HEM - Hexane Extractable Material
- ICV - Initial Calibration Verification
- LCS/LCSD - Laboratory Control Sample / Laboratory Control Sample Duplicate
- MCL - Maximum Contaminant Level
- MB or MBLANK - Method Blank
- MDL - Method Detection Limit
- MS/MSD - Matrix Spike / Matrix Spike Duplicate
- PDS - Post Digestion Spike
- Ref Val - Reference Value
- REP - Sample Replicate
- RL - Reporting Limit
- RPD - Relative Percent Difference
- SD - Serial Dilution
- SGT - Silica Gel Treatment
- SPK - Spike
- Surr - Surrogate

CLIENT: Friedman & Bruya
Project: 602131

Lab ID: 2602333-001

Client Sample ID: LONG-001

Collection Date: 2/16/2026 1:00:00 PM

Matrix: Air

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
----------	--------	----	------	-------	----	---------------

Major Gases by EPA Method 3C

Batch ID: R10688 Analyst: GG

Carbon Dioxide	0.264	0.0950	D	%	1.9	2/17/2026 1:44:00 PM
Methane	ND	0.0950	D	%	1.9	2/17/2026 1:44:00 PM
Oxygen	22.6	0.0950	D	%	1.9	2/17/2026 1:44:00 PM

Lab ID: 2602333-002

Client Sample ID: LONG-002

Collection Date: 2/16/2026 1:00:00 PM

Matrix: Air

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
----------	--------	----	------	-------	----	---------------

Major Gases by EPA Method 3C

Batch ID: R10688 Analyst: GG

Carbon Dioxide	0.650	0.0950	D	%	1.9	2/17/2026 1:57:00 PM
Methane	ND	0.0950	D	%	1.9	2/17/2026 1:57:00 PM
Oxygen	23.5	0.0950	D	%	1.9	2/17/2026 1:57:00 PM

Lab ID: 2602333-003

Client Sample ID: LONG-003

Collection Date: 2/16/2026 1:00:00 PM

Matrix: Air

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
----------	--------	----	------	-------	----	---------------

Major Gases by EPA Method 3C

Batch ID: R10688 Analyst: GG

Carbon Dioxide	0.344	0.115	D	%	2.3	2/17/2026 2:10:00 PM
Methane	ND	0.115	D	%	2.3	2/17/2026 2:10:00 PM
Oxygen	22.9	0.115	D	%	2.3	2/17/2026 2:10:00 PM

Work Order: **2602333**
Date Reported: **2/23/2026**

CLIENT: Friedman & Bruya
Project: 602131

Lab ID: 2602333-004

Collection Date: 2/16/2026 1:00:00 PM

Client Sample ID: LONG-004

Matrix: Air

Analyses	Result	RL	Qual	Units	DF	Date Analyzed
----------	--------	----	------	-------	----	---------------

Major Gases by EPA Method 3C

Batch ID: R10688 Analyst: GG

Carbon Dioxide	0.617	0.115	D	%	2.3	2/17/2026 2:26:00 PM
Methane	ND	0.115	D	%	2.3	2/17/2026 2:26:00 PM
Oxygen	23.3	0.115	D	%	2.3	2/17/2026 2:26:00 PM

Work Order: 2602333
CLIENT: Friedman & Bruya
Project: 602131

QC SUMMARY REPORT

Major Gases by EPA Method 3C

Sample ID: LCSA	SampType: LCS	Units: %			Prep Date: 2/17/2026			RunNo: 106885			
Client ID: LCSW	Batch ID: R106885				Analysis Date: 2/17/2026			SeqNo: 2226983			
Analyte	Result	RL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Carbon Dioxide	99.1	0.0500	100.0	0	99.1	90	110				
Methane	99.0	0.0500	100.0	0	99.0	90	110				
Oxygen	100	0.0500	100.0	0	100	90	110				

Sample ID: 2602333-001AREP	SampType: REP	Units: %			Prep Date: 2/17/2026			RunNo: 106885			
Client ID: LONG-001	Batch ID: R106885				Analysis Date: 2/17/2026			SeqNo: 2226974			
Analyte	Result	RL	SPK value	SPK Ref Val	%REC	LowLimit	HighLimit	RPD Ref Val	%RPD	RPDLimit	Qual
Carbon Dioxide	0.271	0.0950						0.2640	2.63	30	D
Methane	ND	0.0950						0		30	D
Oxygen	22.5	0.0950						22.56	0.0579	30	D

Sample Log-In Check List

Client Name: **FB**

Work Order Number: **2602333**

Logged by: **Clare Griggs**

Date Received: **2/16/2026 3:57:00 PM**

Chain of Custody

1. Is Chain of Custody complete? Yes ☒ No ☐ Not Present ☐
2. How was the sample delivered? Courier

Log In

3. Custody Seals present on shipping container/cooler?
(Refer to comments for Custody Seals not intact) Yes ☐ No ☐ Not Present ☒
4. Was an attempt made to cool the samples? Yes ☐ No ☐ NA ☒
5. Were all items received at a temperature of >2°C to 6°C * Yes ☐ No ☐ NA ☒
6. Sample(s) in proper container(s)? Yes ☒ No ☐
7. Sufficient sample volume for indicated test(s)? Yes ☒ No ☐
8. Are samples properly preserved? Yes ☒ No ☐
9. Was preservative added to bottles? Yes ☐ No ☒ NA ☐
10. Is there headspace in the VOA vials? Yes ☐ No ☐ NA ☒
11. Did all samples containers arrive in good condition(unbroken)? Yes ☒ No ☐
12. Does paperwork match bottle labels? Yes ☒ No ☐
13. Are matrices correctly identified on Chain of Custody? Yes ☒ No ☐
14. Is it clear what analyses were requested? Yes ☒ No ☐
15. Were all hold times (except field parameters, pH e.g.) able to be met? Yes ☒ No ☐

Special Handling (if applicable)

16. Was client notified of all discrepancies with this order? Yes ☐ No ☐ NA ☒

Person Notified:

Date:

By Whom:

Via: ☐ eMail ☐ Phone ☐ Fax ☐ In Person

Regarding:

Client Instructions:

17. Additional remarks:

Item Information

* Note: DoD/ELAP and TNI require items to be received at 4°C +/- 2°C

2602333

TURNAROUND TIME

PROJECT NAME/NO.

602131

G-54

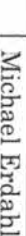
EQUIS

Dispose after 30 days

Return samples

Will call with instructions

email: merdahl@friedmanandbruya.com

SIGNATURE	PRINT NAME	COMPANY	DATE	TIME
Relinquished by: 	Michael Erdahl	Friedman & Bruya	2/16/26	1335
Received by: 	Nathan Heller	ATG	2/16/26	1557
Relinquished by:				
Received by:				

Appendix E

Data Validation Memorandum



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Data Validation Memorandum

Project No. M0575.02.002 | February 23, 2026 | Oregon Cascades West Council of Governments and City of Sweet Home

Maul Foster & Alongi, Inc. (MFA), conducted an independent Stage 2A review of the quality of analytical results for soil vapor samples collected on February 4, 2026 at the site located at 1244 Long Street, Sweet Home, Oregon.

Friedman & Bruya Inc (F&B) and Alliance Technical Group dba Fremont Analytical, Inc. (Fremont), performed the analyses. MFA reviewed F&B report number 602131. F&B subcontracted the major gases by EPA Method C to Fremont, and the subcontracted analysis is included in its own laboratory report "602131 SUB." The analyses performed and the samples analyzed are listed in the following tables.

Analysis	Reference
Helium	ASTM D1946
Major gases (carbon dioxide, methane, and oxygen)	EPA Method 3C
Volatile organic compounds	EPA TO-15

Notes

ASTM = ASTM International.

EPA = U.S. Environmental Protection Agency.

TO = toxic organics.

Samples Analyzed
Report 602131 / 602131 SUB
LONG-001
LONG-002
LONG-003
LONG-004

Data Validation Procedures

Analytical results were evaluated according to applicable sections of U.S. Environmental Protection Agency (EPA) guidelines for data review (EPA 2020), the site-specific vapor assessment workplan/sampling and analysis plan (MFA 2025), and appropriate laboratory- and method-specific guidelines (EPA 1986, F&B 2024, Fremont 2023).

Data validation procedures were modified, as appropriate, to accommodate quality control requirements for methods that EPA data review guidelines do not specifically address (e.g., ASTM International [ASTM] D1946).

Based on the data quality assurance/quality control review described herein, the data, with the appropriate final data qualifiers assigned, are considered acceptable for their intended use. Final data qualifiers represent qualifiers originating from the laboratory and accepted by the reviewer, and data qualifiers assigned by the reviewer during validation.

Final data qualifiers:

- J+ = result is estimated, but the result may be biased high.
- U = result is non-detect at the reporting limit (MRL).

Project Data Quality Objectives

The reviewer confirmed that the laboratory data reviewed in this Data Validation Memorandum met the following sampling and analysis plan (MFA 2025) project data quality objectives.

Data Sensitivity

The reviewer confirmed that the laboratory MDLs or MRLs met the project data quality objectives for sensitivity.

Where MRLs were above project data quality objectives due to sample dilutions, the reviewer confirmed that the applicable MRLs were raised by the laboratory due to required dilutions because of high analyte concentrations or matrix interferences. The reviewer confirmed that the laboratory achieved the lowest reasonably attainable MRLs for the samples. See Reporting Limits section below.

Data Completeness

Data completeness is measured as the total number of samples collected, from which the valid analytical data are obtained, divided by the total number of samples collected, and multiplied by 100. The reviewer confirmed that the project data quality objective for completeness was met (i.e., greater than 90 percent).

General Qualifications

According to report 602131, the EPA TO-15 tetrachloroethene results from samples LONG-002, LONG-003, and LONG-004 exceeded the calibration range of the instrument. The reviewer qualified the associated sample results with J+.

Report	Sample	Analyte	Original Result (ug/m ³)	Qualified Result (ug/m ³)
602131	LONG-002	Tetrachloroethene	25,000	25,000 J+
	LONG-003		2,100	2,100 J+
	LONG-004		3,900	3,900 J+

Notes

J = result is estimated.

ug/m³ = micrograms per cubic meters.

Sample Conditions

Sample Custody

Sample custody was appropriately documented on the chain-of-custody (COC) form accompanying the reports.

The reviewer confirmed that the gap in custody on the COC form accompanying report 602131 is due to shipment via a third-party service.

Holding Times

Extractions and analyses were performed within the recommended holding times.

Preservation and Sample Storage

The samples were preserved and stored appropriately.

Soil Vapor Sample Collection

The reviewer confirmed that soil vapor samples were collected under a helium shroud to detect leaks in the collection system. The associated sample results were non-detect for helium by ASTM Method D1946 in report 602131.

Reporting Limits

The laboratory evaluated results to MRLs. Samples that required dilutions because of high analyte concentrations, matrix interferences, and/or dilutions necessary for preparation and/or analysis were reported with raised MRLs.

The reviewer confirmed that when samples were diluted for analysis or when a higher sample volume was used for the extraction, F&B provided the preparation or dilution factor after the laboratory sample identification number.

Blank Results

Method Blanks

Laboratory method blanks are used to evaluate whether laboratory contamination was introduced during sample preparation and analysis. Laboratory method blank analyses were performed at the required frequencies, in accordance with laboratory- and method-specific requirements.

All laboratory method blank results were non-detect to MRLs.

Equipment Rinsate Blanks

Equipment rinsate blanks are used to evaluate the adequacy of the field equipment decontamination process when decontaminated sampling equipment is used to collect samples.

No equipment rinsate blanks were submitted for analysis. The reviewer was unable to evaluate field samples for possible contamination from sampling equipment.

Laboratory Control Sample and Laboratory Control Sample Duplicate Results

Laboratory control sample (LCS) and laboratory control sample duplicate (LCSD) results are used to evaluate laboratory precision and accuracy. LCSD were not included, and batch precision was evaluated based on laboratory duplicates. All LCS were prepared and analyzed at the required frequency, in accordance with laboratory- and method-specific requirements.

All LCS results were within acceptance limits for percent recovery.

Laboratory Duplicate Results

Laboratory duplicate results are used to evaluate laboratory precision and sample homogeneity. Fremont reported duplicates as replicate samples. All laboratory duplicate samples were prepared and analyzed at the required frequency, in accordance with laboratory- and method-specific requirements.

Laboratory duplicate results greater than five times the MRL were evaluated using laboratory relative percent difference (RPD) control limits. A secondary criterion was used when laboratory duplicate

results were non-detect or less than five times the MRL. Results meet the secondary criterion if the absolute difference of the laboratory duplicate sample result and the parent sample result, or the MRL for non-detects, is equal to or less than the MRL value of the parent sample.

All laboratory duplicate results met the acceptance criteria.

Matrix Spike and Matrix Spike Duplicate Results

Matrix spike (MS) and matrix spike duplicate (MSD) results are used to evaluate laboratory precision, accuracy, and the effect of the sample matrix on sample preparation and target analyte recovery. All MS and MSD samples are not required for the methods.

Surrogate Results

Surrogate results are used to evaluate laboratory performance of target organic compounds for individual samples.

All surrogate results were within percent recovery acceptance limits.

Field Duplicate Results

Field duplicate results are used to evaluate field precision and sample homogeneity. No field duplicate samples results were submitted for analysis.

Data Package

The data package was reviewed for transcription errors, omissions, and anomalies.

None were found.

References

- EPA. 1986. *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods*. EPA publication SW-846. 3rd ed. U.S. Environmental Protection Agency. Final updates I (1993), II (1995), IIA (1994), IIB (1995), III (1997), IIIA (1999), IIIB (2005), IV (2008), V (2015), VI phase I (2017), VI phase II (2018), VI phase III (2019), VII phase I (2019), and VII phase II (2020).
- EPA. 2020. *National Functional Guidelines for Organic Superfund Methods Data Review*. EPA 540-R-20-005. U.S. Environmental Protection Agency, Office of Superfund Remediation and Technology Innovation: Washington, DC. November.
- F&B. 2024. *Quality Assurance Manual*. Rev. 19. Friedman & Bruya, Inc.: Seattle, WA. October 9.
- Fremont. 2023. *Quality Assurance*. Rev. 3.7. Fremont Analytical, Inc.: Seattle, WA. April 18.
- MFA. 2025. *Site-Specific Vapor Assessment Work Plan/Sampling and Analysis Plan*. Prepared for Oregon Cascades West Council of Governments and City of Sweet Home. Maul Foster & Alongi, Inc.: Portland, OR. December 10.

Vapor Intrusion Phase II Environmental Site Assessment

1244 Long Street, Sweet Home, Oregon

Prepared for:

Oregon Cascades West Council of Governments and City of Sweet Home

June 18, 2026

Project No. M0575.02.002

Prepared by:

Maul Foster & Alongi, Inc.

3140 NE Broadway, Portland, OR 97232

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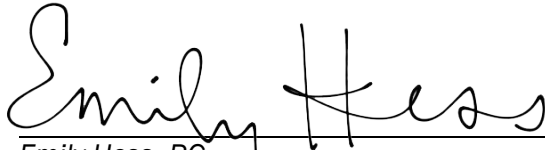


Vapor Intrusion Phase II Environmental Site Assessment

1244 Long Street, Sweet Home, Oregon

*The material and data in this report were prepared
under the supervision and direction of the undersigned.*

Maul Foster & Alongi, Inc.



Emily Hess, RG
Senior Hydrogeologist



Steven Chapman
Staff Geologist, GIT

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Appendix D

Data Validation Memorandum

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Ambient Temperature and Pressure Data During the Sample Period

Abbreviations

COPC	contaminants of potential concern
CVOC	chlorinated volatile organic compound
DCE	dichloroethene
DEQ	Oregon Department of Environmental Quality
EPA	U.S. Environmental Protection Agency
ESA	environmental site assessment
HVAC	heating, ventilation, and air conditioning
MFA	Maul Foster & Alongi, Inc.
OCWCOG	Oregon Cascades West Council of Governments
PCE	tetrachloroethene
the Property	1244 Long Street, Sweet Home, Oregon
RBC	risk-based concentration
RBDM	risk-based decision making
TCE	trichloroethene
TPH	total petroleum hydrocarbons
VI	vapor intrusion
VOC	volatile organic compound

1 Introduction

On behalf of the Oregon Cascades West Council of Governments (OCWCOG) and the City of Sweet Home, Maul Foster & Alongi, Inc. (MFA) conducted this vapor intrusion (VI) Phase II environmental site assessment (ESA) to assess VI risk at the building at 1244 Long Street, Sweet Home, Oregon (the Property; see Figure 1-1). The City of Sweet Home is the Property Owner and is proposing to redevelop the Property for commercial use.

This VI Phase II ESA assesses indoor air for contaminants of potential concern (COPCs) that exceed Oregon Department of Environmental Quality (DEQ) risk-based concentrations (RBCs) in soil vapor at the Property. The assessment supports the City of Sweet Home's efforts to manage and mitigate potential chemical exposure for future users of the Property. This report summarizes the previous assessment work conducted at the Property and the results of the VI Phase II ESA conducted to assess VI risk.

OCWCOG is the recipient of an EPA (U.S. Environmental Protection Agency) Brownfields Coalition Assessment Grant (agreement no. 4B-02J52101) and is using the grant to undertake a variety of brownfield site assessment projects in Linn and Benton Counties, including at the Property. The overall objective for OCWCOG is to conduct brownfield site assessments that achieve a representative profile of the environmental conditions at sites using appropriate data to support site planning and redevelopment decision making.

The VI Phase II ESA was conducted consistent with the site-specific work plan¹ and the programmatic quality assurance project plan² that MFA prepared for OCWCOG, and DEQ's VI guidance.³

2 Background

2.1 Property Background

The 0.09-acre Property is located at 1244 Long Street in Sweet Home, Oregon, on Linn County tax lot 13S01E31AC0930002300 (see Figures 1-1 and 2-1). According to the April 2025 City of Sweet Home Zoning Map, the Property is currently zoned C1 – Commercial Central.⁴ According to Linn

¹ MFA. 2026. *Site-Specific Indoor Air Assessment Work Plan/Sampling and Analysis Plan, 1244 Long Street, Sweet Home, OR 97386*. Prepared for Oregon Cascades West Council of Governments and City of Sweet Home. Maul Foster & Alongi, Inc.: Portland, OR. April 9.

² MFA. 2024. *Programmatic Quality Assurance Project Plan, Oregon Cascades West Council of Governments, Linn and Benton Counties EPA Brownfields Coalition Assessment Grant Number 4B-02J52101*. Prepared by Maul Foster & Alongi, Inc.: Portland, Oregon. June 3.

³ DEQ. 2025. *Guidance for Assessing and Remediating Vapor Intrusion into Buildings*. Oregon Department of Environmental Quality: Portland, OR. March.

⁴ City of Sweet Home. 2025. "Sweet Home Zoning Map – April 2025." <https://www.sweethomeor.gov/media/36276>. Accessed October 22.

County,⁵ the current building was constructed in 1948 as a 5,920-square-foot retail store. The City of Sweet Home acquired the Property on August 1, 2024. According to the City of Sweet Home, the Property was a feed store for several decades with retail in the front half of the building and storage of product and chemicals in the back half. The Property is currently a vacant and unused retail space with a structure that comprises the entire parcel.

The adjoining properties were historically used for retail, and service-oriented business purposes. According to Linn County, the structure on the parcel directly west (1234 Long Street) was built in 1950 as a multi-use retail store.⁶ This structure is physically connected to the building on the Property, with no separation between the two structures. According to records reviewed, a dry cleaner operated at this parcel in the 1980s. Since at least 1995, this parcel has been owned and occupied by Cornerstone Fellowship Church.

2.2 Previous Environmental Findings

Previous assessment and data collection activities on the Property include the following:

- **Phase I ESA conducted at the Property in 2025 by MFA.**⁷ The Phase I ESA did not reveal recognized environmental conditions or controlled recognized environmental conditions in connection with the Property, but the following significant data gap was identified:
 - **Proximity to Historic Dry Cleaning Facility.** The building on the Property is physically connected to the building to the west that was a former dry cleaning facility in the 1980s. Solvents such as tetrachloroethene (PCE) and trichloroethene (TCE) are commonly associated with historical dry cleaners, though no records of solvent use or other chemical releases from the dry cleaner were identified in reviewed documents. However, given the period in which dry cleaning operations took place, the adjacency of the dry cleaner to the Property, the high mobility of solvents in groundwater, and the potential for the solvents to volatilize into soil vapor and indoor air, the former dry cleaner has the potential to have impacted the Property. The lack of assessment of this potential impact is considered a significant data gap.
- **Building Material and Soil Vapor Phase II Environmental Site Assessment conducted at the Property in 2026 by MFA.**⁸ The building material and soil vapor Phase II ESA identified the following:
 - **Asbestos-Containing Materials.** One material tested positive for asbestos: sheet vinyl covering 16 square feet of the restroom. This material was observed to be in good condition at the time of survey.
 - **Lead-Based Paint.** The enamel glazing of the restroom sink and six painted surfaces tested positive for lead concentrations at or above 1.0 milligram per centimeter squared.

⁵ Linn County. "2024 Real Property Assessment Report." <https://lc-helionweb.co.linn.or.us/psa/download/?report=AssessmentSummary&accountId=245411&rollType=Real&year=2024>. Accessed October 7, 2025.

⁶ Linn County Assessor. 2025. "Property Search Online." <https://lc-helionweb.co.linn.or.us/psa/detail/245429/R>. Accessed October 29.

⁷ MFA. 2025. *Phase I Environmental Site Assessment, 1244 Long Street, Sweet Home, OR 97386*. Prepared for City of Sweet Home. Maul Foster & Alongi, Inc.: Portland, OR. November 3.

⁸ MFA. 2026. *Building Material and Soil Vapor Phase II Environmental Site Assessment, 1244 Long Street, Sweet Home, OR 97386*. Prepared for Oregon Cascades West Council of Governments and City of Sweet Home. Maul Foster & Alongi, Inc.: Portland, OR. March 10.

- **Universal Waste, Mercury, and Polychlorinated biphenyls.** Fluorescent tubes (suspect for containing mercury) and ballasts (suspect for containing polychlorinated biphenyls) were identified in the structure and are classified as universal waste.
- **Mold.** The indoor airborne mold spore concentrations in the structure were elevated when compared to the outdoor concentrations identified in the control samples. Water damage and water staining were observed throughout the building.
- **Soil Vapor.** Gasoline-range total petroleum hydrocarbons (TPH), PCE, and TCE were detected at concentrations exceeding the VI RBCs for commercial and residential receptors beneath the building slab (see Table 2-1). These RBC exceedances confirm that solvent releases likely occurred at the former dry cleaning facility and have impacted the soil vapor beneath the building slab at the Property.

The detections of chlorinated volatile organic compounds (CVOCs) and gasoline-range TPH in soil vapor did not confirm that these chemicals are present in indoor air. To assess whether chemicals in soil vapor are impacting indoor air quality, MFA recommended that the City of Sweet Home conduct an indoor air assessment of the building. This assessment would consist of the collection of multiple indoor air samples and one outdoor air sample over 14 days.

Based on the chemicals detected during the soil vapor assessment, the COPCs for this site-specific indoor air assessment are:

- Gasoline-range TPH.
- CVOCs: PCE; TCE; 1,1-dichloroethene (DCE); cis-1,2-DCE; trans-1,2-DCE; and vinyl chloride.
- Petroleum-related DEQ risk-based decision making (RBDM) volatile organic compounds (VOCs):⁹ 1,2,4-trimethylbenzene; 1,2-dibromoethane; 1,2-dichloroethane; 1,3,5-trimethylbenzene; benzene; ethylbenzene, isopropylbenzene; n-propylbenzene; methyl tert-butyl ether; naphthalene; toluene; and total xylenes.

3 Phase II ESA Summary

The purpose of this Phase II ESA was to evaluate the indoor air. A site-specific health and safety plan for the activities was prepared in general accordance with the Occupational Safety and Health Act and Oregon Administrative Rules. A copy of the health and safety plan was maintained on site for use by MFA staff during the field activities.

3.1 Building Conditions

MFA reviewed information provided by the City of Sweet Home regarding the existing use and physical conditions of the building, herein referred to as the assessment area. On May 13, 2026, MFA conducted an inspection of the interior areas. The objectives of the inspection were to

⁹ Samples were analyzed for these petroleum-related RBDM VOCs to evaluate whether the detection of gasoline-range TPH is related to dry cleaning solvents or a different petroleum release, such as from a gas station.

document building conditions and uses to inform the placement of air sample collection devices to be representative of the uses and conditions.

Elements of the inspection included:

- Confirming current use of the building.
- Confirming the layout and construction of the building, including floor type.
- Observing the floor of the building for floor vents, floor drains, and seams or cracks in concrete floors that could be a potential pathway for VI into the building interior.
- Identifying the presence of heating, ventilation, and air conditioning systems (HVAC), including air intakes and exhausts.
- Identifying chemical use and storage areas and documenting the types of chemicals used.

The findings of the inspection are listed below.

Current Use of the Assessment Area

According to the City of Sweet Home, the building is vacant and has not been used since 2024.

Assessment Area Construction and Floorplan

The 5,920-square-foot building was developed in 1948 with retail, storage, and distribution space on the first floor. A loft is present in the northern portion of the structure.

According to a representative of the City of Sweet Home, the assessment area is constructed on a concrete slab on grade with concrete walls.

Condition of Floor

The concrete floor has minor cracks present. During deployment of the indoor air sampling devices, MFA did not identify features that could provide a pathway for vapor migration into the building (e.g., presence of joints, significant cracks, floor drains).

HVAC Systems

According to a representative of the City of Sweet Home, there is no cooling system for the building, but there is a gas heater in the southern section of the building. Roof-mounted heating, ventilation, and air conditioning (HVAC) units are not visible in recent area photographs, nor were they observed during the May 2026 inspection.

Chemical Use and Storage

The City of Sweet Home is not aware of any chemicals being stored in the assessment area. During deployment of the indoor air sampling devices, MFA did not identify any chemical storage or notice any unusual odors.

3.2 Air Sample Locations

Based on the building uses and conditions described above, four indoor air and one outdoor air sample locations were proposed for the sampling event.

An outdoor sample location was proposed to be placed near the northwest exterior corner of the assessment area in a secure location. However, the building footprint covers the entire tax parcel of

the Property and this outdoor sample location would need to have been placed on an adjoining property. Access was not provided by Cornerstone Fellowship Church (adjoining property to the west); therefore, an outdoor air sample was not collected.

The indoor sample locations are shown on Figure 2-1. Photographs of each deployed sample canister are provided in Appendix A. The indoor air locations are co-located with the sub-slab soil vapor sample locations that were collected in February 2026, and include the following: southern (LONG-IA-001), west-central (LONG-IA-002), east-central (LONG-IA-003), and northern (LONG-IA-004) portion of the building to achieve spatial distribution across the structure.

Since the building is vacant and unused, the intent was to deploy the sample containers during “worst case” conditions when the gas heater system was not operating, windows were closed, and people were not routinely entering the building. MFA coordinated with the City of Sweet Home to ensure these conditions were maintained during the sample deployment period.

3.3 Sample Methods and Analyses

At each sample location, MFA deployed Entech Silonite 6-liter canisters with a 14-day Entech CS1200 Flow Controller with SC#7 restrictor (regulator) set at a rate of 0.2 milliliters per minute. The canisters were prepared and obtained from Friedman and Bruya, Inc. in Seattle, Washington. At each indoor sample location, the canisters were placed at an elevation above the floor approximating the breathing zone of the occupants.

At deployment, MFA recorded the initial pressure reading of the canister to confirm negative pressure. The regulator was then opened for collection of the 14-day sample. During the 14-day period, the pressure readings of the canisters were periodically checked to confirm a gradual reduction of the negative pressure during the sampling period. At the end of the 14-day period, the regulators were closed, and the canisters were retrieved and analyzed. The canister IDs and beginning and final canister pressures for the samples are provided on the field sampling data sheet in Appendix B.

The canisters were shipped to Friedman and Bruya and analyzed by EPA Method TO-15 for gasoline-range TPH, CVOCs, and RBDM VOCs. Following receipt of the final lab report, MFA imported the data into the project database, conducted a data quality review, prepared a data validation memorandum (DVM), tabulated the data, and compared the data to the DEQ’s chronic and acute RBCs for air in commercial and residential buildings. The laboratory report is provided in Appendix C, and the DVM is provided in Appendix D. Based on the data quality assurance/quality control review described in the DVM, the data, with the appropriate final data qualifiers assigned, are considered acceptable for their intended use. The results are discussed below.

3.4 Indoor Air Analytical Results

The samples results are provided on Table 3-1 and compared to the DEQ’s chronic and acute RBCs for air in residential and commercial buildings. While the current and likely future use of the Property is commercial, residential RBCs were included due to nearby residential land use and in the event residential use of the Property is proposed in the future.

Few chemicals were detected and there were no exceedances of the commercial RBCs for COPCs. There were exceedances of the DEQ residential chronic VI RBC for benzene at all four locations and

for naphthalene at three locations. Gasoline-range TPH and CVOCs, including PCE and TCE, were not detected in the indoor air.

Soil vapor sampling conducted in February 2026 identified COPCs at concentrations exceeding the commercial RBCs for VI (see Table 2-1). The indoor air sample data collected in May 2026 did not identify a risk of exposure for commercial users by this pathway.

The ambient temperature and barometric pressure during the 14-day sample period (May 13 to May 27, 2026), as well as the week preceding, are shown on the figures in Appendix E. The data were obtained from a weather station (CW8892) in Sweet Home, Oregon, located approximately 700 meters to the south-southeast of the Property.

4 Conclusions and Recommendations

The VI Phase II ESA conducted in May 2026 included sampling indoor air to assess VI risk at the building on the Property. The following is a summary of the Phase II ESA findings:

- There were no detections of gasoline-range TPH or CVOCs in the indoor air sample locations above the laboratory method reporting limits.
- There were no detections of COPCs in indoor air at the sample locations that exceed the RBCs for chronic VI in air for commercial buildings RBCs.
- COPC detections in indoor air exceed RBCs for chronic VI in air for residential buildings for benzene and naphthalene.

Based on these findings and those of prior environmental assessments, environmental impacts associated with historical releases from the former dry cleaning facility located directly west of the Property do not appear to be impacting indoor air at concentrations that are a risk to commercial use.

MFA recommends completion of an additional air sampling event in early Fall 2026 at the same sample locations shown in Figure 2-1, and using the same sampling procedures as the May 2026 event. VI rates can vary depending on seasonal atmospheric conditions and groundwater elevations.

The recommended sampling aims to verify that chemical concentrations in the indoor air remain below applicable VI RBCs. Following receipt and validation of the VI assessment data for the second sampling event, MFA will prepare and submit the VI assessment report. The report will include recommendations for additional assessment activities or vapor mitigation measures, if appropriate, based on the sample data.

If gasoline-range TPH and/or CVOCs are detected in indoor air in early Fall 2026 at concentrations exceeding commercial vapor intrusion RBCs, then installation of a vapor mitigation would likely be necessary to eliminate the risk of exposure of future occupants to these chemicals.

Refer to the March 2026 building material and soil vapor Phase II ESA for additional recommendations to mitigate the risk of exposure of future occupants related to the building material conditions previously identified on the Property.

Limitations

The services undertaken in completing this report were performed consistent with generally accepted professional consulting principles and practices. No other warranty, express or implied, is made. These services were performed consistent with our agreement with our client. This report is solely for the use and information of our client unless otherwise noted. Any reliance on this report by a third party is at such party's sole risk.

Opinions and recommendations contained in this report apply to conditions existing when services were performed and are intended only for the client, purposes, locations, time frames, and project parameters indicated. We are not responsible for the impacts of any changes in environmental standards, practices, or regulations subsequent to performance of services. We do not warrant the accuracy of information supplied by others, or the use of segregated portions of this report.

The purpose of an environmental assessment is to reasonably evaluate the potential for or actual impact of past practices on a given site area. In performing an environmental assessment, it is understood that a balance must be struck between a reasonable inquiry into the environmental issues and an exhaustive analysis of each conceivable issue of potential concern. The following paragraphs discuss the assumptions and parameters under which such an opinion is rendered.

No investigation is thorough enough to exclude the presence of hazardous materials at a given site. If hazardous conditions have not been identified during the assessment, such a finding should not, therefore, be construed as a guarantee of the absence of such materials on the site, but rather as the result of the services performed within the constraints of the agreed-upon scope, limitations, and costs.

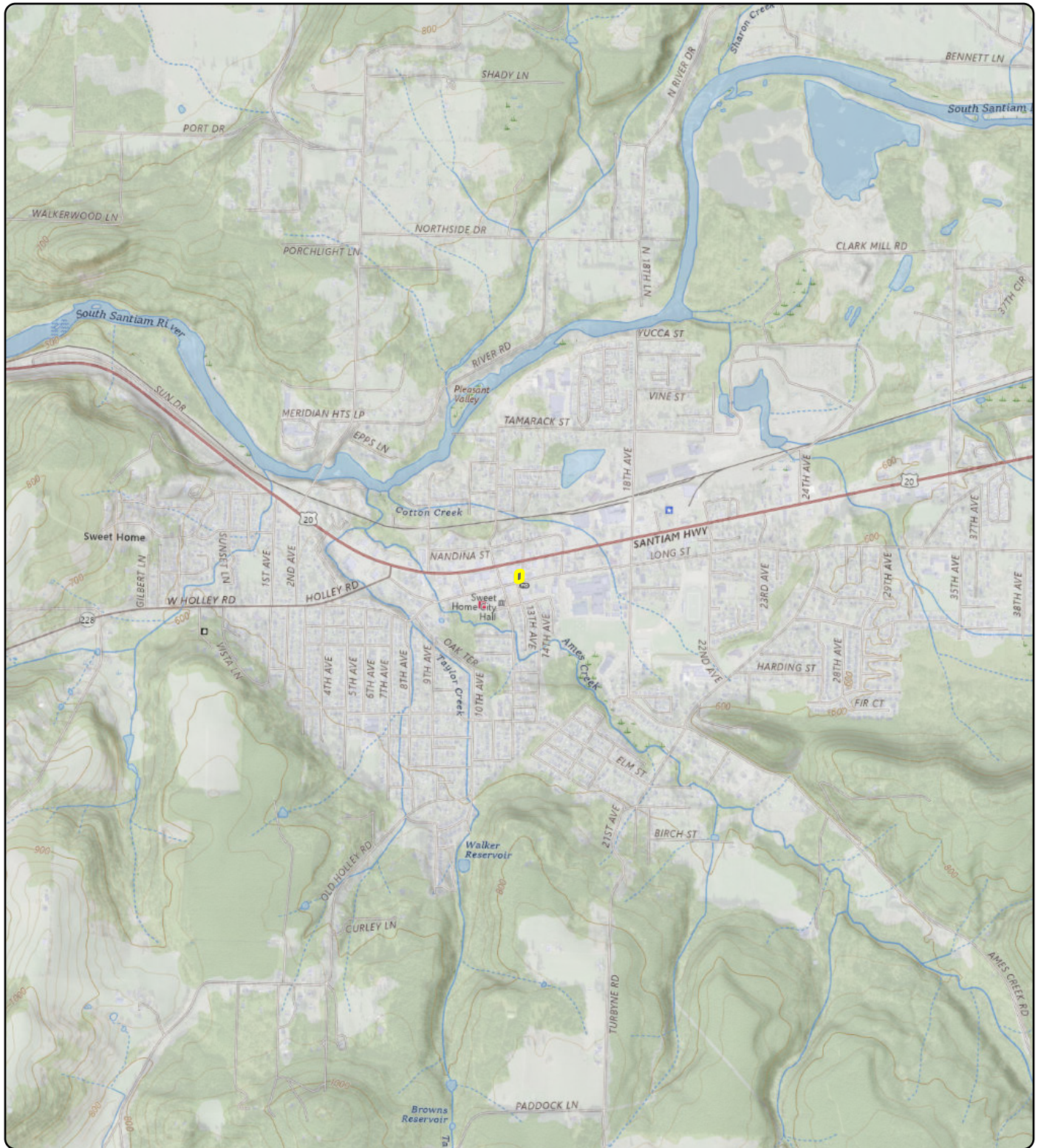
Environmental conditions that cannot be identified by visual observation may exist at the site. Where subsurface work was performed, our professional opinions are based in part on interpretation of data from discrete sampling locations that may not represent actual conditions at unsampled locations.

Except where there is expressed concern by our client, or where specific environmental contaminants have been previously reported by others, the presence of naturally occurring toxic substances, potential environmental contaminants inside buildings, or contaminant concentrations that are not of current environmental concern may not be reflected in this document.

Figures



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Notes
U.S. Geological Survey 7.5-minute topographic
quadangle: Sweet Home.
Township 13 south, range 1 east, section 31.

Data Source
Property boundary obtained from Linn County.

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Legend
 Property Boundary

Figure 1-1
Property Location
1244 Long Street
Sweet Home, Oregon





Figure 2-1
Property Features
1244 Long Street
Sweet Home, Oregon

- Legend**
-  Property Boundary
 -  Tax Lot
 -  Indoor Air Sample



Data Sources
Aerial photograph obtained from Google; tax lot data obtained from Linn County.

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Tables



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Table 2-1
Soil Vapor Analytical Results
1244 Long Street, Sweet Home, Oregon

Location:	DEQ RBC in Soil Vapor, Chronic ⁽¹⁾				DEQ RBC in Soil Vapor, Acute ⁽²⁾		LONG-001	LONG-002	LONG-003	LONG-004
Sample Name:	Cancer		Noncancer		Noncancer		LONG-001	LONG-002	LONG-003	LONG-004
Collection Date:	Residential	Commercial	Residential	Commercial	Residential	Commercial	02/04/2026	02/04/2026	02/04/2026	02/04/2026
Petroleum Hydrocarbons (ug/m³)										
Gasoline-range hydrocarbons	NV	NV	10,000	40,000	NV	NV	1,100 U	1,600 U	1,600 U	55,000
CVOCs (ug/m³)										
1,1-Dichloroethene	NV	NV	140	580	6,700	20,000	2.1 U	3.1 U	3.2 U	3.1 U
cis-1,2-Dichloroethene	NV	NV	1,400	5,800	NV	NV	2.1 U	3.1 U	3.2 U	3.1 U
Tetrachloroethene (PCE)	360	1,600	1,400	5,800	1,400	4,000	480	25,000 J+	2,100 J+	3,900 J+
trans-1,2-Dichloroethene	NV	NV	1,400	5,800	26,000	80,000	2.1 U	3.1 U	3.2 U	3.1 U
Trichloroethene (TCE)	16	100	70	290	70	210	0.57 U	110	0.86 U	4.3
Vinyl chloride	5.6	93	1,800	7,500	43,000	130,000	0.68 U	1 U	1 U	0.98 U
Fixed gases (%)										
Carbon dioxide	NV	NV	NV	NV	NV	NV	0.264	0.650	0.344	0.617
Methane	NV	NV	NV	NV	NV	NV	0.095 U	0.095 U	0.115 U	0.115 U
Oxygen	NV	NV	NV	NV	NV	NV	22.6	23.5	22.9	23.3
Notes Shading (color key below) indicates values that exceed screening criteria; non-detects (U) were not compared with screening criteria. DEQ RBC in Soil Vapor, Chronic, Cancer, Residential DEQ RBC in Soil Vapor, Chronic, Cancer, Commercial DEQ RBC in Soil Vapor, Chronic, Noncancer, Residential DEQ RBC in Soil Vapor, Chronic, Noncancer, Commercial DEQ RBC in Soil Vapor, Acute, Noncancer, Residential DEQ RBC in Soil Vapor, Acute, Noncancer, Commercial CVOC = chlorinated volatile organic compound. DEQ = Oregon Department of Environmental Quality. J+ = result is estimated, but the result may be biased high. NV = no value. RBC = risk-based concentration. U = result is non-detect at the method reporting limit. ug/m ³ = micrograms per cubic meter.										
References ⁽¹⁾ DEQ. 2025. Table 1: Chronic Vapor Intrusion Risk-Based Concentrations. Oregon Department of Environmental Quality. March. ⁽²⁾ DEQ. 2025. Table 2: Acute Vapor Intrusion Risk-Based Concentrations. Oregon Department of Environmental Quality. March.										

Table 3-1
Indoor Air Analytical Results
1244 Long Street, Sweet Home, Oregon



Location:	DEQ Chronic Vapor Intrusion RBCs, Air ⁽¹⁾				DEQ Acute Vapor Intrusion RBCs, Air ⁽²⁾		LONG-IA-001	LONG-IA-002	LONG-IA-003	LONG-IA-004
Sample Name:	Cancer		Noncancer		Noncancer		LONG-IA-001	LONG-IA-002	LONG-IA-003	LONG-IA-004
Collection Date:	Residential	Commercial	Residential	Commercial	Residential	Commercial	05/28/2026	05/28/2026	05/28/2026	05/28/2026
TPH (ug/m³)										
Gasoline-range hydrocarbons	NV	NV	300	1,200	NV	NV	200 U	200 U	200 U	190 U
CVOCs (ug/m³)										
1,1-Dichloroethene	NV	NV	4.1	17	200	600	0.40 U	0.40 U	0.40 U	0.37 U
cis-1,2-Dichloroethene	NV	NV	42	180	NV	NV	0.40 U	0.40 U	0.40 U	0.37 U
Tetrachloroethene (PCE)	11	47	42	180	41	120	6.8 U	6.8 U	6.8 U	6.4 U
trans-1,2-Dichloroethene	NV	NV	42	180	790	2,400	0.4 U	0.4 U	0.4 U	0.37 U
Trichloroethene (TCE)	0.48	3	2.1	8.8	2.1	6.3	0.11 U	0.11 U	0.11 U	0.1 U
Vinyl chloride	0.17	2.8	53	220	1,300	3,900	0.13 U	0.13 U	0.13 U	0.12 U
RBDM VOCs (ug/m³)										
1,2,4-Trimethylbenzene	NV	NV	63	260	NV	NV	4.9 U	4.9 U	4.9 U	4.6 U
1,2-Dibromoethane	0.0047	0.02	9.4	39	NV	NV	0.077 U	0.077 U	0.077 U	0.072 U
1,2-Dichloroethane	0.11	0.47	7.3	31	NV	NV	0.061	0.065	0.061	0.076
1,3,5-Trimethylbenzene	NV	NV	63	260	NV	NV	4.9 U	4.9 U	4.9 U	4.6 U
Benzene	0.36	1.6	31	130	29	87	0.42	0.52	0.4	0.46
Ethylbenzene	1.1	4.9	1,000	4,400	22,000	66,000	0.43 U	0.43 U	0.43 U	0.41 U
Isopropylbenzene	NV	NV	420	1,800	NV	NV	9.8 U	9.8 U	9.8 U	9.2 U
m,p-Xylene	NV	NV	100 ^(a)	440 ^(a)	NV	NV	1.0	1.2	0.97	1.0
Methyl tert-butyl ether	11	47	3,100	13,000	8,000	24,000	7.2 U	7.2 U	7.2 U	6.8 U
Naphthalene	0.083	0.36	3.1	13	200	600	0.073 UJ	0.16	0.094 J	0.094 J
n-Propylbenzene	NV	NV	1,000	4,400	NV	NV	4.9 U	4.9 U	4.9 U	4.6 U
o-Xylene	NV	NV	100	440	NV	NV	0.43 U	0.43 U	0.43 U	0.41 U
Toluene	NV	NV	5,200	22,000	7,500	23,000	7.5 U	7.5 U	7.5 U	7.1 U
Xylenes (total) ^(b)	NV	NV	100	440	8,700	26,000	1.2 T	1.4 T	1.2 T	1.2 T
Notes Data summation rules are as follows: non-detect results are multiplied by one-half when used for sums. When all results are non-detect, the highest reporting limit is provided as the sum. DEQ Chronic Vapor Intrusion RBCs, Cancer, Residential CVOC = chlorinated volatile organic compound. DEQ = Oregon Department of Environmental Quality. J = result is estimated. NV = no value. RBC = risk-based concentration. T = result is calculated. ^(a)Value for m-xylene. ^(b)Total xylenes is the sum of m,p-xylene and o-xylene. References ⁽¹⁾DEQ. 2025. Table 1: Chronic Vapor Intrusion Risk-Based Concentrations. Oregon Department of Environmental Quality. March. ⁽²⁾DEQ. 2025. Table 2: Acute Vapor Intrusion Risk-Based Concentrations. Oregon Department of Environmental Quality. March. RBDM = risk-based decision making. TPH = total petroleum hydrocarbons. U = result is non-detect at the method reporting limit. ug/m³ = micrograms per cubic meter. UJ = result is non-detect with an estimated reporting limit. VOC = volatile organic compound.										

Appendix A

Photograph Log



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Photographs

Project Name: Indoor Air Phase II ESA.
Project Number: M0575.02.002
Location: 1244 Long Street, Sweet Home, Oregon
Date: May 13, 2026

Photo No. 1.

Description

Deployment of Summa canister at LONG-IA-001, facing south.



Photo No. 2.

Description

Summa canister with sample ID tag attached and showing pressure reading at LONG-IA-001, facing north.



Photographs

Project Name: Indoor Air Phase II ESA.
Project Number: M0575.02.002
Location: 1244 Long Street, Sweet Home, Oregon
Date: May 13, 2026

Photo No. 3.

Description

Deployment of Summa canister at LONG-IA-002, facing north.



Photo No. 4.

Description

Summa canister with sample ID tag attached and showing pressure reading at LONG-IA-002, facing north.





Photographs

Project Name: Indoor Air Phase II ESA.
Project Number: M0575.02.002
Location: 1244 Long Street, Sweet Home, Oregon
Date: May 13, 2026

Photo No. 5.

Description

Deployment of Summa canister at LONG-IA-003, facing north.



Photo No. 6.

Description

Summa canister with sample ID tag attached and showing pressure reading at LONG-IA-003, facing north.





Photographs

Project Name: Indoor Air Phase II ESA.
Project Number: M0575.02.002
Location: 1244 Long Street, Sweet Home, Oregon
Date: May 13, 2026

Photo No. 7.

Description

Deployment of Summa canister at LONG-IA-004, facing east.



Photo No. 8.

Description

Summa canister with sample ID tag attached and showing pressure reading at LONG-IA-004, facing north.



Appendix B

Field Sample Data Sheet



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Indoor/Outdoor Air Vapor Sampling Data Sheet

Project: CCWCOG

Project Name: 1244 Long St

Project Location: Sweet Home, OR



Sample ID	Sample Date	SUMMA Canister No.	Manifold No.	Sample Size/Rate	Sample Time		Sample Vacuum		Location Description/Notes
					Begin	End	Initial ("Hg)	Final ("Hg)	
LONG-IA-001	5/13/26- 5/27/26	51795	06604	5L 0.2 mL/min	1033	0905	-29.0	-8.0	southern
LONG-IA-002	5/13/26- 5/27/26	35339	20472	5L 0.2 mL/min	1033	0910	-30.0	-8.0	west-central
LONG-IA-003	5/13/26- 5/27/26	40713	05348	5L 0.2 mL/min	1033	0915	-29.5	-6.0	east-central
LONG-IA-004	5/13/26- 5/27/26	20541	21350	5L 0.2 mL/min	1033	0920	-28.5	-4.0	northern

Notes:

"Hg = inch of mercury
 hr = hour
 ID = identification
 L = liter
 no. = number
 ppb = parts per billion

Appendix C

Analytical Laboratory Report



MAUL
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FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Elizabeth Webber-Bruya
Ann Webber-Bruya
Michael Erdahl
Joseph Mohammed
Eric Young

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(206) 285-8282
office@friedmanandbruya.com
www.friedmanandbruya.com

June 10, 2026

Emily Hess, Project Manager
Maul Foster Alongi
330 E Mill Plains Blvd #405
Vancouver, WA 98660

Dear Ms Hess:

Included is the amended report from the testing of material submitted on May 28, 2026 from the OCWCOG 1244 Long St, Sweet Home, OR M0575.02.002 Task 002, F&BI 605512 project. The results for 2-propanol have been removed from the report.

We appreciate this opportunity to be of service to you and hope you will call if you should have any questions.

Sincerely,

FRIEDMAN & BRUYA, INC.



Michael Erdahl
Project Manager

Enclosures
MFA0610R.DOC

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

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Ann Webber-Bruya
Michael Erdahl
Joseph Mohammed
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June 10, 2026

Emily Hess, Project Manager
Maul Foster Alongi
330 E Mill Plains Blvd #405
Vancouver, WA 98660

Dear Ms Hess:

Included are the results from the testing of material submitted on May 28, 2026 from the OCWCOG 1244 Long St, Sweet Home, OR M0575.02.002 Task 002, F&BI 605512 project. There are 9 pages included in this report.

We appreciate this opportunity to be of service to you and hope you will call if you should have any questions.

Sincerely,

FRIEDMAN & BRUYA, INC.



Michael Erdahl
Project Manager

Enclosures
MFA0610R.DOC

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

CASE NARRATIVE

This case narrative encompasses samples received on May 28, 2026 by Friedman & Bruya, Inc. from the Maul Foster Alongi OCWCOG 1244 Long St, Sweet Home, OR M0575.02.002 Task 002, F&BI 605512 project. Samples were logged in under the laboratory ID's listed below.

<u>Laboratory ID</u>	<u>Maul Foster Alongi</u>
605512 -01	LONG-IA-001
605512 -02	LONG-IA-002
605512 -03	LONG-IA-003
605512 -04	LONG-IA-004

The TO-15 gasoline range concentrations were quantified using a three point calibration.

All quality control requirements were acceptable.

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Analysis For Volatile Compounds By Method TO-15

Client Sample ID:	LONG-IA-001	Client:	Maul Foster Alongi
Date Received:	05/28/26	Project:	OCWCOG 1244 Long St
Date Collected:	05/27/26	Lab ID:	605512-01 1/1.0
Date Analyzed:	06/04/26	Data File:	060414.D
Matrix:	Air	Instrument:	GCMS7
Units:	ug/m3	Operator:	bat

	% Recovery:	Lower Limit:	Upper Limit:
4-Bromofluorobenzene	97	70	130

Compounds:	Concentration ug/m3	ppbv
Vinyl chloride	<0.13	<0.05
trans-1,2-Dichloroethene	<0.4	<0.1
cis-1,2-Dichloroethene	<0.4	<0.1
Trichloroethene	<0.11	<0.02
Tetrachloroethene	<6.8	<1
1,1-Dichloroethene	<0.4	<0.1
Methyl t-butyl ether (MTBE)	<7.2	<2
1,2-Dichloroethane (EDC)	0.061	0.015
Benzene	0.42	0.13
Toluene	<7.5	<2
1,2-Dibromoethane (EDB)	<0.077	<0.01
Ethylbenzene	<0.43	<0.1
Isopropylbenzene	<9.8	<2
Propylbenzene	<4.9	<1
m,p-Xylene	1.0	0.23
o-Xylene	<0.43	<0.1
1,3,5-Trimethylbenzene	<4.9	<1
1,2,4-Trimethylbenzene	<4.9	<1
Naphthalene	<0.073 j	<0.014 j
Gasoline Range Organics	<200	<50

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Analysis For Volatile Compounds By Method TO-15

Client Sample ID:	LONG-IA-002	Client:	Maul Foster Alongi
Date Received:	05/28/26	Project:	OCWCOG 1244 Long St
Date Collected:	05/27/26	Lab ID:	605512-02 1/1.0
Date Analyzed:	06/04/26	Data File:	060415.D
Matrix:	Air	Instrument:	GCMS7
Units:	ug/m3	Operator:	bat

	% Recovery:	Lower Limit:	Upper Limit:
4-Bromofluorobenzene	96	70	130

Compounds:	Concentration ug/m3	ppbv
Vinyl chloride	<0.13	<0.05
trans-1,2-Dichloroethene	<0.4	<0.1
cis-1,2-Dichloroethene	<0.4	<0.1
Trichloroethene	<0.11	<0.02
Tetrachloroethene	<6.8	<1
1,1-Dichloroethene	<0.4	<0.1
Methyl t-butyl ether (MTBE)	<7.2	<2
1,2-Dichloroethane (EDC)	0.065	0.016
Benzene	0.52	0.16
Toluene	<7.5	<2
1,2-Dibromoethane (EDB)	<0.077	<0.01
Ethylbenzene	<0.43	<0.1
Isopropylbenzene	<9.8	<2
Propylbenzene	<4.9	<1
m,p-Xylene	1.2	0.28
o-Xylene	<0.43	<0.1
1,3,5-Trimethylbenzene	<4.9	<1
1,2,4-Trimethylbenzene	<4.9	<1
Naphthalene	0.16	0.030
Gasoline Range Organics	<200	<50

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Analysis For Volatile Compounds By Method TO-15

Client Sample ID:	LONG-IA-003	Client:	Maul Foster Alongi
Date Received:	05/28/26	Project:	OCWCOG 1244 Long St
Date Collected:	05/27/26	Lab ID:	605512-03 1/1.0
Date Analyzed:	06/04/26	Data File:	060416.D
Matrix:	Air	Instrument:	GCMS7
Units:	ug/m3	Operator:	bat

	% Recovery:	Lower Limit:	Upper Limit:
4-Bromofluorobenzene	94	70	130

Compounds:	Concentration ug/m3	ppbv
Vinyl chloride	<0.13	<0.05
trans-1,2-Dichloroethene	<0.4	<0.1
cis-1,2-Dichloroethene	<0.4	<0.1
Trichloroethene	<0.11	<0.02
Tetrachloroethene	<6.8	<1
1,1-Dichloroethene	<0.4	<0.1
Methyl t-butyl ether (MTBE)	<7.2	<2
1,2-Dichloroethane (EDC)	0.061	0.015
Benzene	0.40	0.13
Toluene	<7.5	<2
1,2-Dibromoethane (EDB)	<0.077	<0.01
Ethylbenzene	<0.43	<0.1
Isopropylbenzene	<9.8	<2
Propylbenzene	<4.9	<1
m,p-Xylene	0.97	0.22
o-Xylene	<0.43	<0.1
1,3,5-Trimethylbenzene	<4.9	<1
1,2,4-Trimethylbenzene	<4.9	<1
Naphthalene	0.094 j	0.018 j
Gasoline Range Organics	<200	<50

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Analysis For Volatile Compounds By Method TO-15

Client Sample ID:	LONG-IA-004	Client:	Maul Foster Alongi
Date Received:	05/28/26	Project:	OCWCOG 1244 Long St
Date Collected:	05/27/26	Lab ID:	605512-04 1/0.94
Date Analyzed:	06/04/26	Data File:	060417.D
Matrix:	Air	Instrument:	GCMS7
Units:	ug/m3	Operator:	bat

	% Recovery:	Lower Limit:	Upper Limit:
4-Bromofluorobenzene	96	70	130

Compounds:	Concentration ug/m3	ppbv
Vinyl chloride	<0.12	<0.047
trans-1,2-Dichloroethene	<0.37	<0.094
cis-1,2-Dichloroethene	<0.37	<0.094
Trichloroethene	<0.1	<0.019
Tetrachloroethene	<6.4	<0.94
1,1-Dichloroethene	<0.37	<0.094
Methyl t-butyl ether (MTBE)	<6.8	<1.9
1,2-Dichloroethane (EDC)	0.076	0.019
Benzene	0.46	0.14
Toluene	<7.1	<1.9
1,2-Dibromoethane (EDB)	<0.072	<0.0094
Ethylbenzene	<0.41	<0.094
Isopropylbenzene	<9.2	<1.9
Propylbenzene	<4.6	<0.94
m,p-Xylene	1.0	0.24
o-Xylene	<0.41	<0.094
1,3,5-Trimethylbenzene	<4.6	<0.94
1,2,4-Trimethylbenzene	<4.6	<0.94
Naphthalene	0.094 j	0.018 j
Gasoline Range Organics	<190	<47

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Analysis For Volatile Compounds By Method TO-15

Client Sample ID:	Method Blank	Client:	Maul Foster Alongi
Date Received:	Not Applicable	Project:	OCWCOG 1244 Long St
Date Collected:	Not Applicable	Lab ID:	06-8274 MB
Date Analyzed:	06/04/26	Data File:	060412.D
Matrix:	Air	Instrument:	GCMS7
Units:	ug/m3	Operator:	bat

	%	Lower	Upper
Surrogates:	Recovery:	Limit:	Limit:
4-Bromofluorobenzene	95	70	130

Compounds:	Concentration	
	ug/m3	ppbv
Vinyl chloride	<0.13	<0.05
trans-1,2-Dichloroethene	<0.4	<0.1
cis-1,2-Dichloroethene	<0.4	<0.1
Trichloroethene	<0.11	<0.02
Tetrachloroethene	<6.8	<1
1,1-Dichloroethene	<0.4	<0.1
Methyl t-butyl ether (MTBE)	<7.2	<2
1,2-Dichloroethane (EDC)	<0.04	<0.01
Benzene	<0.16	<0.05
Toluene	<7.5	<2
1,2-Dibromoethane (EDB)	<0.077	<0.01
Ethylbenzene	<0.43	<0.1
Isopropylbenzene	<9.8	<2
Propylbenzene	<4.9	<1
m,p-Xylene	<0.87	<0.2
o-Xylene	<0.43	<0.1
1,3,5-Trimethylbenzene	<4.9	<1
1,2,4-Trimethylbenzene	<4.9	<1
Naphthalene	<0.073 j	<0.014 j
Gasoline Range Organics	<200	<50

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Date of Report: 06/10/26

Date Received: 05/28/26

Project: OCWCOG 1244 Long St, Sweet Home, OR, F&BI 605512

**QUALITY ASSURANCE RESULTS FOR THE ANALYSIS OF AIR SAMPLES
FOR VOLATILES BY METHOD TO-15**

Laboratory Code: 606036-01 1/9.1 (Duplicate)

Analyte	Reporting Units	Sample Result	Duplicate Result	RPD (Limit 25)
Vinyl chloride	ug/m3	<1.2	<1.2	nm
trans-1,2-Dichloroethene	ug/m3	<3.6	<3.6	nm
cis-1,2-Dichloroethene	ug/m3	<3.6	<3.6	nm
Trichloroethene	ug/m3	<0.98	<0.98	nm
Tetrachloroethene	ug/m3	430	450	5
1,1-Dichloroethene	ug/m3	<3.6	<3.6	nm
Methyl t-butyl ether (MTBE)	ug/m3	<66	<66	nm
1,2-Dichloroethane (EDC)	ug/m3	<0.37	<0.37	nm
Benzene	ug/m3	1.9	1.9	0
Toluene	ug/m3	<69	<69	nm
1,2-Dibromoethane (EDB)	ug/m3	<0.7	<0.7	nm
Ethylbenzene	ug/m3	6.9	7.0	1
Isopropylbenzene	ug/m3	<89	<89	nm
Propylbenzene	ug/m3	<45	<45	nm
m,p-Xylene	ug/m3	30	31	3
o-Xylene	ug/m3	13	13	0
1,3,5-Trimethylbenzene	ug/m3	<45	<45	nm
1,2,4-Trimethylbenzene	ug/m3	<45	<45	nm
Naphthalene	ug/m3	<2.4	<2.4	nm
Gasoline Range Organics	ug/m3	<1,900	<1,900	nm

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Date of Report: 06/10/26

Date Received: 05/28/26

Project: OCWCOG 1244 Long St, Sweet Home, OR, F&BI 605512

**QUALITY ASSURANCE RESULTS FOR THE ANALYSIS OF AIR SAMPLES
FOR VOLATILES BY METHOD TO-15**

Laboratory Code: Laboratory Control Sample

Analyte	Reporting Units	Spike Level	Percent Recovery LCS	Acceptance Criteria
Vinyl chloride	ug/m3	35	118	70-130
trans-1,2-Dichloroethene	ug/m3	54	113	70-130
cis-1,2-Dichloroethene	ug/m3	54	114	70-130
Trichloroethene	ug/m3	73	108	70-130
Tetrachloroethene	ug/m3	92	111	70-130
1,1-Dichloroethene	ug/m3	54	114	70-130
Methyl t-butyl ether (MTBE)	ug/m3	49	116	70-130
1,2-Dichloroethane (EDC)	ug/m3	55	108	70-130
Benzene	ug/m3	43	120	70-130
Toluene	ug/m3	51	119	70-130
1,2-Dibromoethane (EDB)	ug/m3	100	108	70-130
Ethylbenzene	ug/m3	59	113	70-130
Isopropylbenzene	ug/m3	66	113	70-130
Propylbenzene	ug/m3	66	113	70-130
m,p-Xylene	ug/m3	120	113	70-130
o-Xylene	ug/m3	59	111	70-130
1,3,5-Trimethylbenzene	ug/m3	66	111	70-130
1,2,4-Trimethylbenzene	ug/m3	66	109	70-130
Naphthalene	ug/m3	71	106	70-130
Gasoline Range Organics	ug/m3	200	118	70-130

FRIEDMAN & BRUYA, INC.

ENVIRONMENTAL CHEMISTS

Data Qualifiers & Definitions

a - The analyte was detected at a level less than five times the reporting limit. The RPD results may not provide reliable information on the variability of the analysis.

b - The analyte was spiked at a level that was less than five times that present in the sample. Matrix spike recoveries may not be meaningful.

ca - The calibration results for the analyte were outside of acceptance criteria, biased low; or, the calibration results for the analyte were outside of acceptance criteria, biased high, with a detection for the analyte in the sample. The value reported is an estimate.

c - The presence of the analyte may be due to carryover from previous sample injections.

cf - The sample was centrifuged prior to analysis.

d - The sample was diluted. Detection limits were raised and surrogate recoveries may not be meaningful.

dv - Insufficient sample volume was available to achieve normal reporting limits.

f - The sample was laboratory filtered prior to analysis.

fb - The analyte was detected in the method blank.

fc - The analyte is a common laboratory and field contaminant.

hr - The sample and duplicate were reextracted and reanalyzed. RPD results were still outside of control limits. Variability is attributed to sample inhomogeneity.

hs - Headspace was present in the container used for analysis.

ht - The analysis was performed outside the method or client-specified holding time requirement.

ip - Recovery fell outside of control limits due to sample matrix effects.

j - The analyte concentration is reported between the method detection limit and the lowest calibration point. The value reported is an estimate.

J - The internal standard associated with the analyte is out of control limits. The reported concentration is an estimate.

jl - The laboratory control sample(s) percent recovery and/or RPD were out of control limits. The reported concentration should be considered an estimate.

js - The surrogate associated with the analyte is out of control limits. The reported concentration should be considered an estimate.

k - The calibration results for the analyte were outside of acceptance criteria, biased high, and the analyte was not detected in the sample.

lc - The presence of the analyte is likely due to laboratory contamination.

L - The reported concentration was generated from a library search.

nm - The analyte was not detected in one or more of the duplicate analyses. Therefore, calculation of the RPD is not applicable.

pc - The sample was received with incorrect preservation or in a container not approved by the method. The value reported should be considered an estimate.

ve - The analyte response exceeded the valid instrument calibration range. The value reported is an estimate.

vo - The value reported fell outside the control limits established for this analyte.

x - The sample chromatographic pattern does not resemble the fuel standard used for quantitation.

605512

SAMPLE CHAIN OF CUSTODY

05/28/26

Page # 1 of 1

Report to Emily HessCompany Maul Foster AlongiAddress 330 E Mill Plain Blvd #405City, State, ZIP Vancouver, WA 98660Phone 360-433-0244 Email hess@maulfoster.com

SAMPLES (signature) <u>G Baradon/S. Chapman</u>		PO#	
PROJECT NAME & ADDRESS <u>OCWC06</u> <u>1244 Long Street</u> <u>Sweet Home OR</u>		INVOICE TO	
NOTES: Project Number: <u>M0575.02.002</u> <u>TRUCK 002</u>			

TURNAROUND TIME	
☒ Standard	☐ RUSH
Rush charges authorized by: _____	
SAMPLE DISPOSAL	
Default: Clean following final report delivery	
Hold (Fee may apply): _____	

Sample Name	Lab ID	Canister ID	Flow Cont. ID	Reporting Level: IA=Indoor Air SG=Soil Gas (Circle One)	Date Sampled	Init. Vac. ("Hg)	Field Initial Time	Final Vac. ("Hg)	Field Final Time	MA-APH	TO15 BTEXN	TO15 CVOCs *	TO15 ^{BBDM} Full Scan ^{VOCs}	Helium	GxTPH TO15	PID Reading	See below Notes ↓
LONG-IA-001	01	61795	06604	IA / SG	5/13/24 5/23/30	-29.0	1033-8.0	0905			✓	✓	✓	✓			
LONG-IA-002	02	36339	20472	IA / SG		-30.0	1033-8.0	0910			✓	✓	✓	✓			
LONG-IA-003	03	40713	06348	IA / SG		-29.5	1033-6.0	0915			✓	✓	✓	✓			
LONG-IA-004	04	20541	21350	IA / SG	✓	-28.5	1033-4.0	0920			✓	✓	✓	✓			
				IA / SG	NOTES:												
				IA / SG	*All samples analyzed for tetra chloroethene; 1,1-DCEs; C15-1,2-DCEs; trans-1,2-DCE; Vinyl chloride; and absolute range TPH												
				IA / SG	REDM VOCs (1,2,4-trimethylbenzene, 1,2-dichloroethane, 1,3,5-trimethylbenzene, benzene, ethylbenzene, isopropylbenzene, n-propylbenzene, methyl tertiarybutyl ether, xylene, toluene, and total xlenes)												
				IA / SG													
				IA / SG													
				IA / SG													

Friedman & Bruya, Inc.

5500 4th Avenue South

Seattle, WA 98108

Ph. (206) 285-8282

Fax (206) 283-5044

FORMS\OOC\OOCFO-15.DOC

SIGNATURE	PRINT NAME	COMPANY	DATE	TIME
Relinquished by: <u>Kim Ryan</u>	<u>Guina Baradon</u>	<u>Maul Foster Alongi</u>	<u>5/23/26</u>	<u>14:15</u>
Received by: <u>Mr</u>	<u>Mr Khan</u>	<u>FBI</u>	<u>05/28/26</u>	<u>10:45</u>
Relinquished by:				
Received by:		Samples received at <u>20</u>	<u>00</u>	

SAMPLE CONDITION UPON RECEIPT CHECKLIST

PROJECT # 605512 CLIENT MFA INITIALS/ AP
DATE: 05/28/26

If custody seals are present on cooler, are they intact? ☒ NA ☐ YES ☐ NO

Cooler/Sample temperature 20 °C
Thermometer ID: Fluke 96312917

Were samples received on ice/cold packs? ☐ YES ☒ NO

How did samples arrive?
☐ Over the Counter ☐ Picked up by F&BI ☒ FedEx/UPS/GSO

Is there a Chain-of-Custody* (COC)? ☒ YES ☐ NO Initials/ AP
*or other representative documents, letters, and/or shipping memos Date: 05/28/26

Number of days samples have been sitting prior to receipt at laboratory 1 → 15 days

Are the samples clearly identified? (explain "no" answer below) ☒ YES ☐ NO

Were all sample containers received intact (i.e. not broken, leaking etc.)? (explain "no" answer below) ☒ YES ☐ NO

Were appropriate sample containers used? ☒ YES ☐ NO ☐ Unknown

If custody seals are present on samples, are they intact? ☒ NA ☐ YES ☐ NO

Are samples requiring no headspace, headspace free? ☒ NA ☐ YES ☐ NO

Is the following information provided on the COC, and does it match the sample label?
(explain "no" answer below)

Sample ID's	☒ Yes ☐ No	☐ Not on COC/label
Date Sampled	☒ Yes ☐ No	☐ Not on COC/label
Time Sampled	☒ Yes ☐ No	☐ Not on COC/label
# of Containers	☒ Yes ☐ No	
Relinquished	☒ Yes ☐ No	
Requested analysis	☒ Yes ☐ On Hold	

Other comments (use a separate page if needed)

Air Samples: Were any additional canisters/tubes received? ☐ NA ☐ YES ☒ NO

Number of unused TO15 canisters** _____ Number of unused TO17 tubes _____

**Fill out Green manifolds billing sheet

VANCOUVER, WA 98660
UNITED STATES US

BILL THIRD PARTY

Part # 156297-435 RRDB EXP 03/27

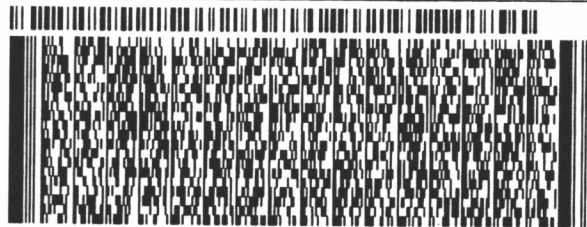
SEATTLE WA 98108

(206) 285-8282

REF: M0575.02.002- 003

YNU:
PO:

DEPT:



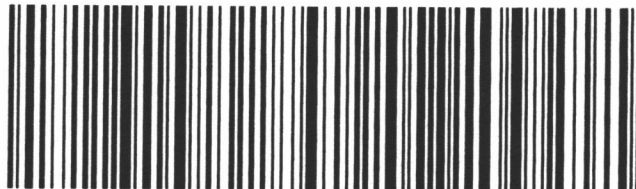
FedEx
Express



THU - 28 MAY 10:30A
PRIORITY OVERNIGHT

85 BFIA

98108
WA-US SEA



Appendix D

Data Validation Memorandum



MAUL
FOSTER
ALONGI

Data Validation Memorandum

Project No. M0575.02.002 | June 10, 2026 | Oregon Cascades West Council of Governments and City of Sweet Home

Maul Foster & Alongi, Inc. (MFA), conducted an independent Stage 2A review of the quality of analytical results for indoor air samples collected between May 13 and May 27, 2026, at the site located at 1244 Long Street, Sweet Home, Oregon.

Friedman & Bruya, Inc. (F&B) performed the analyses. MFA reviewed F&B report number 605512. The analyses performed and the samples analyzed are listed in the following tables.

Analysis	Reference
Volatile organic compounds	EPA TO-15

Notes

EPA = U.S. Environmental Protection Agency.

TO = toxic organics.

Samples Analyzed
Report 605512
LONG-IA-001
LONG-IA-002
LONG-IA-003
LONG-IA-004

Data Validation Procedures

Analytical results were evaluated according to applicable sections of U.S. Environmental Protection Agency (EPA) guidelines for data review (EPA 2020), the site-specific indoor air assessment workplan/sampling and analysis plan (MFA 2026), and appropriate laboratory- and method-specific guidelines (EPA 1986, F&B 2024).

Based on the data quality assurance/quality control review described herein, the data, with the appropriate final data qualifiers assigned, are considered acceptable for their intended use. Final data qualifiers represent qualifiers originating from the laboratory and accepted by the reviewer, and data qualifiers assigned by the reviewer during validation.

Final data qualifiers:

- J = result is estimated.
- U = result is non-detect at the method reporting limit (MRL).
- UJ = result is non-detect with an estimated MRL.

Project Data Quality Objectives

The reviewer confirmed that the laboratory data reviewed in this Data Validation Memorandum met the following sampling and analysis plan (MFA 2026) project data quality objectives.

Data Sensitivity

The reviewer confirmed that the laboratory MRLs met the project data quality objectives for sensitivity.

Data Completeness

Data completeness is measured as the total number of samples collected, from which the valid analytical data are obtained, divided by the total number of samples collected, and multiplied by 100. The reviewer confirmed that the project data quality objective for completeness was met (i.e., greater than 90 percent).

General Qualifications

According to report 605512, the EPA Method TO-15 naphthalene results from samples LONG-IA-001, LONG-IA-003, and LONG-IA-004 were flagged by the laboratory as estimated as the result concentration is reported between the method detection limit and the lowest calibration point. The reviewer qualified the associated sample results, as shown in the table below.

Report	Sample	Analyte	Original Result (ug/m ³)	Qualified Result (ug/m ³)
605512	LONG-IA-001	Naphthalene	0.073 U	0.073 UJ
	LONG-IA-003		0.094	0.094 J
	LONG-IA-004		0.094	0.094 J

Notes

J = result is estimated.

U = result is non-detect at the method reporting limit.

ug/m³ = micrograms per cubic meter.

UJ = result is non-detect with an estimated method reporting limit.

According to report 605512, the EPA Method TO-15 gasoline-range hydrocarbons results were quantified using a three-point calibration. No qualifications were necessary by the reviewer.

Sample Conditions

Sample Custody

Sample custody was appropriately documented on the chain-of-custody (COC) form accompanying the report.

The reviewer confirmed that the gap in custody on the COC form accompanying report 605512 is due to shipment via a third-party service.

Holding Times

Extractions and analyses were performed within the recommended holding times.

Preservation and Sample Storage

The samples were preserved and stored appropriately.

Reporting Limits

The laboratory evaluated results to MRLs.

The reviewer confirmed that when a higher sample volume was used for the extraction, F&B provided the preparation or dilution factor after the laboratory sample identification number.

Blank Results

Method Blanks

Laboratory method blanks are used to evaluate whether laboratory contamination was introduced during sample preparation and analysis. Laboratory method blank analyses were performed at the required frequencies, in accordance with laboratory- and method-specific requirements.

All laboratory method blank results were non-detect to MRLs.

Laboratory Control Sample and Laboratory Control Sample Duplicate Results

Laboratory control sample (LCS) and laboratory control sample duplicate (LCSD) results are used to evaluate laboratory precision and accuracy. LCSD were not included, and batch precision was evaluated based on laboratory duplicate results. The LCS was prepared and analyzed at the required frequency, in accordance with laboratory- and method-specific requirements.

All LCS results were within acceptance limits for percent recovery.

Laboratory Duplicate Results

Laboratory duplicate results are used to evaluate laboratory precision and sample homogeneity. Fremont reported duplicates as replicate samples. The laboratory duplicate sample was prepared and analyzed at the required frequency, in accordance with laboratory- and method-specific requirements.

Laboratory duplicate results greater than five times the MRL were evaluated using laboratory relative percent difference (RPD) control limits. A secondary criterion was used when laboratory duplicate results were non-detect or less than five times the MRL. Results meet the secondary criterion if the absolute difference of the laboratory duplicate sample result and the parent sample result, or the MRL for non-detects, is equal to or less than the MRL value of the parent sample.

All laboratory duplicate results met the acceptance criteria.

Matrix Spike and Matrix Spike Duplicate Results

Matrix spike (MS) and matrix spike duplicate (MSD) results are used to evaluate laboratory precision, accuracy, and the effect of the sample matrix on sample preparation and target analyte recovery. MS and MSD samples are not required for the methods.

Surrogate Results

Surrogate results are used to evaluate laboratory performance of target organic compounds for individual samples.

All surrogate results were within percent recovery acceptance limits.

Field Duplicate Results

Field duplicate results are used to evaluate field precision and sample homogeneity. No field duplicate samples results were submitted for analysis.

Data Package

The data package was reviewed for transcription errors, omissions, and anomalies.

Report 605512 was revised on June 10, 2026, to remove the erroneously reported 2-propanol results. No further actions were required by the reviewer.

No additional issues were found.

References

EPA. 1986. *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods*. EPA publication SW-846. 3rd ed. U.S. Environmental Protection Agency. Final updates I (1993), II (1995), IIA (1994), IIB (1995), III (1997), IIIA (1999), IIIB (2005), IV (2008), V (2015), VI phase I (2017), VI phase II (2018), VI phase III (2019), VII phase I (2019), and VII phase II (2020).

EPA. 2020. *National Functional Guidelines for Organic Superfund Methods Data Review*. EPA 540-R-20-005. U.S. Environmental Protection Agency, Office of Superfund Remediation and Technology Innovation: Washington, DC. November.

F&B. 2024. *Quality Assurance Manual*. Rev. 19. Friedman & Bruya, Inc.: Seattle, WA. October 9.

MFA. 2026. *Site-Specific Indoor Air Work Plan/Sampling and Analysis Plan*. Prepared for Oregon Cascades West Council of Governments and City of Sweet Home. Maul Foster & Alongi, Inc.: Portland, OR. April 9.

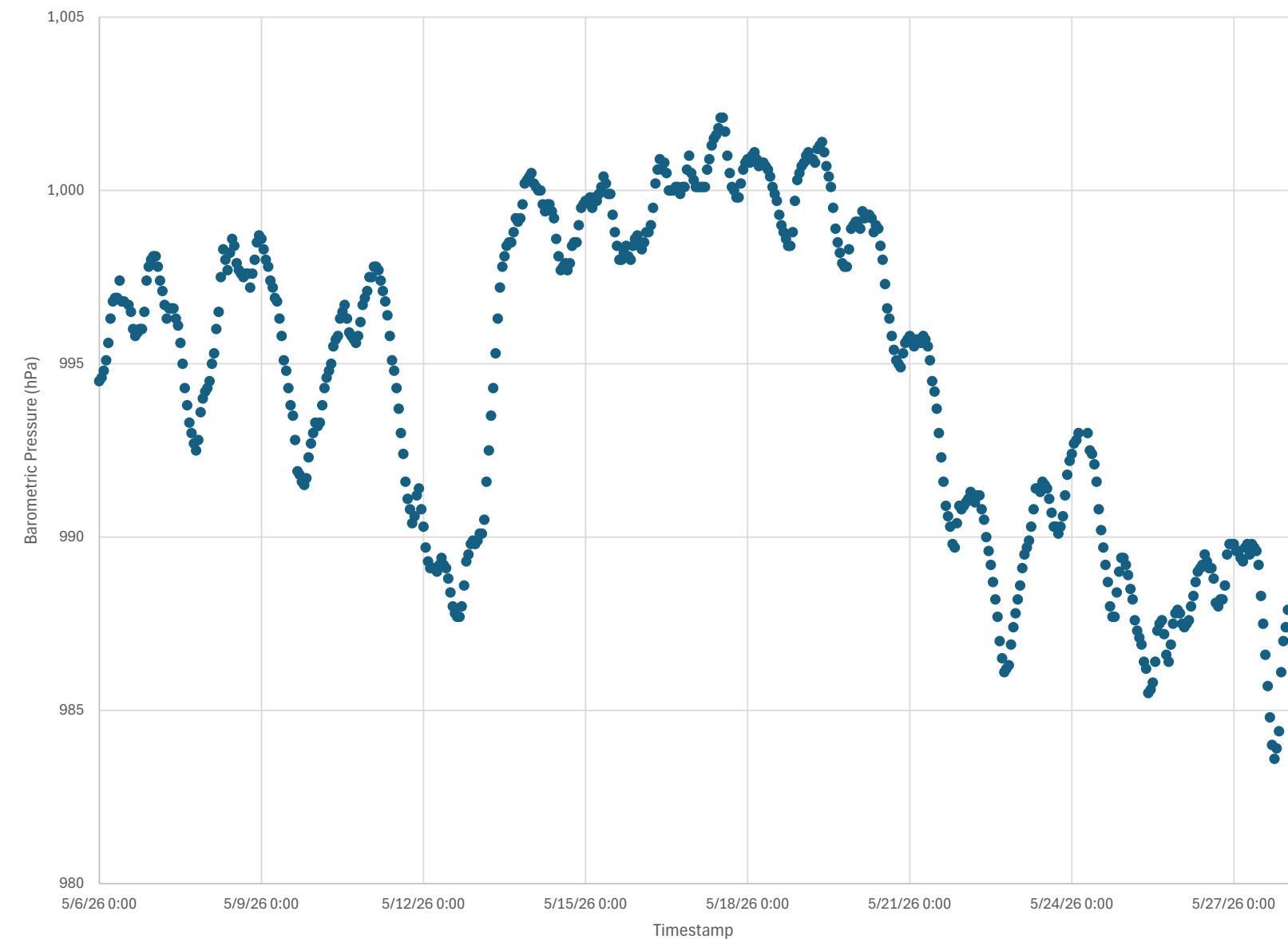
Appendix E

Ambient Temperature and Pressure Data During the Sample Period

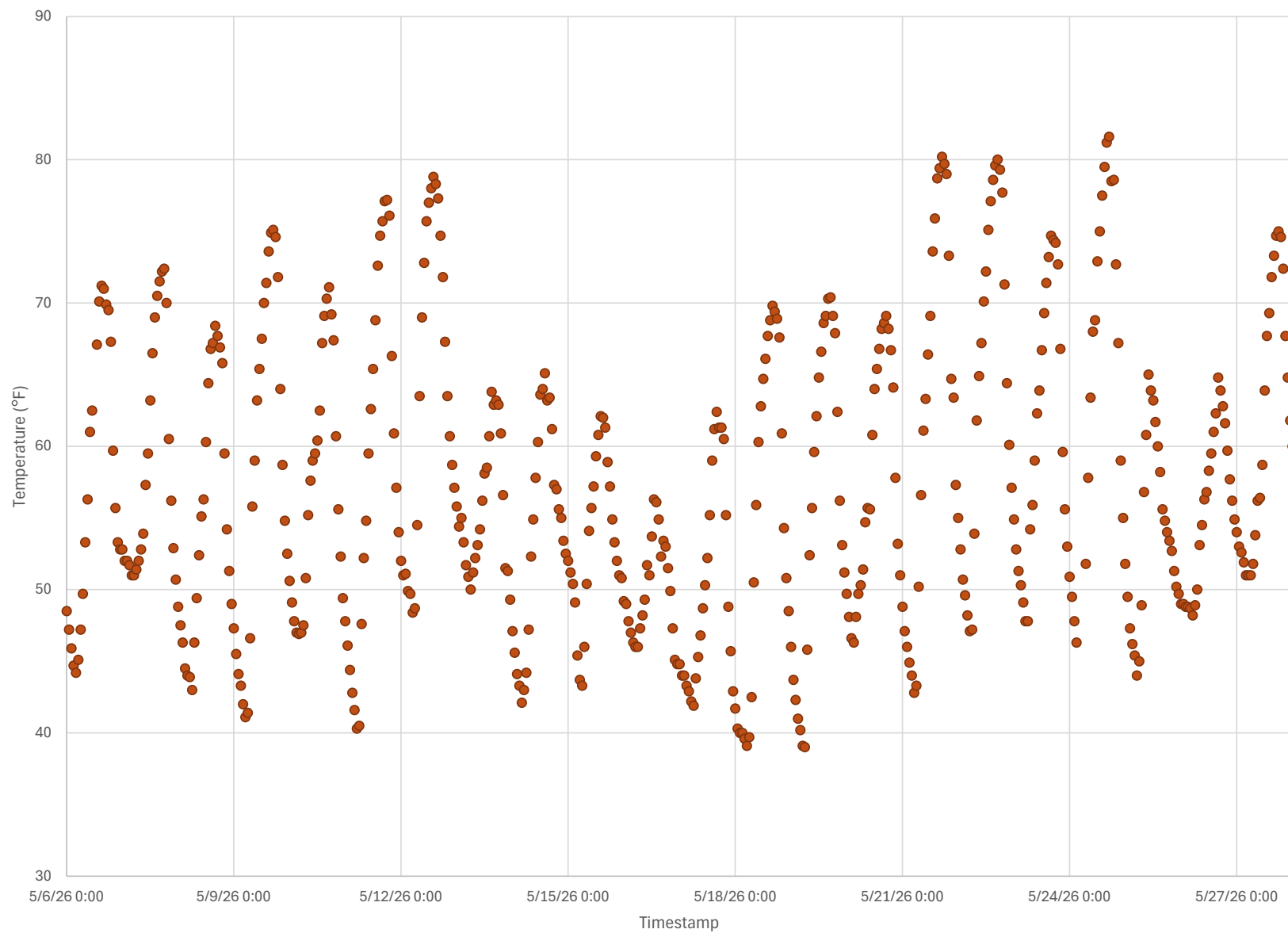


MAUL
FOSTER
ALONGI

Station Barometric Pressure (hPa), Sweet Home Station CW8892



Dry-Bulb Temperature (°F), Sweet Home Station CW8892



COMMERCIAL LEASE WITH OPTION TO PURCHASE

1244 Long Street, Sweet Home, Oregon

City of Sweet Home / Four Seasons

1. PARTIES AND PROPERTY

This Commercial Lease with Option to Purchase ("Agreement") is entered into by and between the CITY OF SWEET HOME, an Oregon municipal corporation ("City" or "Lessor"), and _____, an Oregon _____ doing business as "Four Seasons" ("Lessee").

City leases to Lessee, and Lessee leases from City, the commercial real property commonly known as 1244 Long Street, Sweet Home, Oregon, together with all City-owned buildings and improvements located thereon (collectively, the "Property"). The legal description shall be attached as Exhibit A before execution.

2. PURPOSE AND AUTHORIZED USE

The Property may be used for operation of a grocery store and lawful activities reasonably incidental to that use. Lessee shall obtain and maintain all licenses, permits and approvals required for its operations and shall comply with applicable federal, state and local laws, building and fire codes, land use requirements, and health and safety requirements. No material change in use is permitted without City's prior written consent.

3. TERM

The lease term is ten (10) years, beginning _____, 2026 ("Commencement Date") and ending _____, 2036 ("Expiration Date"), unless earlier terminated or the purchase closes under this Agreement. Lessee may exercise the purchase option at any time during the Term, subject to the terms below.

4. INITIAL PURCHASE CREDIT

Upon execution, Lessee shall pay City Ten Thousand Dollars (\$10,000.00). The payment is non-refundable consideration for the purchase rights granted by this Agreement and, if the purchase closes, shall be credited dollar-for-dollar against the Final Purchase Price. It is not rent or a security deposit and may not be applied to utilities, taxes, maintenance, insurance, damages, late charges, or other obligations.

Except where City's failure to convey constitutes a breach of this Agreement, the Initial Purchase Credit is non-refundable if Lessee does not complete the purchase or loses its purchase rights because of an uncured material default.

5. BASE RENT AND PURCHASE CREDIT

Base Rent is structured to generate \$365,000.00 in scheduled rent over the full ten-year Term. Together with the \$10,000.00 Initial Purchase Credit, the parties intend total scheduled purchase credits at the end of the Term to equal \$375,000.00. Base Rent increases by 2.5% annually.

Lease Year	Monthly Base Rent	Annual Base Rent	Cumulative Credits*
1	\$2,714.95	\$32,579.40	\$42,579.40
2	\$2,782.83	\$33,393.96	\$75,973.36
3	\$2,852.40	\$34,228.80	\$110,202.16
4	\$2,923.71	\$35,084.52	\$145,286.68
5	\$2,996.80	\$35,961.60	\$181,248.28
6	\$3,071.72	\$36,860.64	\$218,108.92
7	\$3,148.51	\$37,782.12	\$255,891.04
8	\$3,227.23	\$38,726.76	\$294,617.80
9	\$3,307.91	\$39,694.92	\$334,312.72
10	\$3,390.61	\$40,687.32	\$375,000.04

* Cumulative credits include the \$10,000 Initial Purchase Credit. Because monthly amounts are rounded to cents, the final scheduled Base Rent payment will be adjusted by the few cents necessary so

aggregate Base Rent credits equal exactly \$365,000.00 and total scheduled purchase credits equal exactly \$375,000.00.

Base Rent is due monthly in advance on or before the fifth (5th) day of each month. Provided Lessee is not in uncured material default, 100% of Base Rent actually paid and received by City shall be credited dollar-for-dollar toward the Final Purchase Price if the purchase closes.

LATE PAYMENT CHARGE. Any Base Rent payment not received by City when due shall be subject, beginning on the first calendar day after the due date, to a late-payment charge equal to one percent (1%) per month of the then-outstanding delinquent Base Rent balance for each month or portion of a month the payment remains unpaid. The late-payment charge is separate from Base Rent, shall not constitute a purchase credit, and shall not reduce the Final Purchase Price. Acceptance of a late payment or late-payment charge does not waive City's rights regarding default or future timely payment.

Utilities, property taxes, assessments, insurance, maintenance, structural maintenance and repairs, improvements, late charges, damages, and other expenses are separate obligations and do not constitute Base Rent or purchase credits.

6. UTILITIES

Lessee shall be solely responsible for all utilities and services furnished to or used at the Property, including water, wastewater, stormwater, electricity, natural gas, garbage, recycling, telecommunications, internet, security, and other public or private utility services. Lessee shall place utilities in its name where practicable. Utility payments do not reduce the Final Purchase Price.

7. PROPERTY TAXES AND ASSESSMENTS

Lessee shall be responsible for real property taxes and assessments attributable to the Property during the Term to the extent lawfully chargeable or reimbursable to Lessee. To the extent such amounts are billed to City as owner of record, City shall separately invoice Lessee and provide reasonable supporting documentation. Lessee shall reimburse City within thirty (30) days after billing. Lessee is also responsible for taxes, fees, permits, and charges arising from its business, inventory, equipment, fixtures, or personal property. These payments do not reduce the Final Purchase Price.

8. CONDITION; MAINTENANCE AND STRUCTURAL REPAIRS

Lessee accepts the Property in its existing "AS IS" condition, subject to any written condition report attached as Exhibit B.

Except for the City responsibilities specifically identified below, Lessee shall, at Lessee's sole cost and expense, maintain the Property in good, safe, clean, sanitary, and serviceable condition and perform all general, routine, preventive, and nonstructural maintenance and repairs. Lessee is responsible for all components, fixtures, equipment, surfaces, improvements, grounds, parking and loading areas, sidewalks, landscaping, doors, windows and glass, interior finishes, and other items serving the Property that are not expressly assigned to City below.

CITY MAINTENANCE RESPONSIBILITIES. City shall be responsible for maintenance, repair, and replacement, as reasonably necessary, of the roof, foundation, structural and exterior walls, HVAC systems, plumbing systems, and electrical systems, except to the extent damage or required repair is caused by the negligence, misuse, unauthorized alteration, or intentional act of Lessee or Lessee's employees, contractors, agents, customers, or invitees.

Lessee shall promptly notify City in writing of any condition affecting an item for which City is responsible and shall take reasonable measures to prevent additional damage. Lessee shall not undertake material repairs or alterations to City-maintained systems without City's prior written approval, except for reasonable emergency measures necessary to protect persons or property when City cannot reasonably be reached.

All maintenance and repair expenditures by either party are separate from Base Rent and do not create or increase a purchase credit unless expressly stated otherwise in this Agreement.

9. IMPROVEMENTS AND FIXTURES

Lessee may install trade fixtures and make nonstructural improvements reasonably necessary for its grocery operations, subject to required permits and City's prior written approval where the work materially alters the Property. Structural alterations require City's prior written approval. Lessee shall keep the Property free of construction liens.

Before execution, the parties should identify in Exhibit B any existing City-owned equipment or fixtures included with the Property and any restoration obligations applicable to Lessee-installed improvements.

10. HAZARDOUS SUBSTANCES

Lessee shall not cause or permit unlawful storage, release, disposal, or handling of hazardous substances on the Property. Lessee shall comply with applicable environmental laws and promptly notify City of any release or condition requiring reporting or remediation. Lessee is responsible for contamination caused by Lessee or its agents, employees, contractors, customers, or invitees, but not for pre-existing contamination not caused or exacerbated by Lessee.

11. INSURANCE

During the Term, Lessee shall maintain commercial general liability insurance, property coverage for Lessee's property and improvements, workers' compensation coverage when required, and other coverage reasonably required by City's risk manager or insurer. The City shall be named as an additional insured on liability coverage where appropriate. Required limits, endorsements, and evidence of coverage shall be established before execution consistent with the City's then-current risk-management requirements.

12. INDEMNIFICATION

To the fullest extent permitted by law, Lessee shall defend, indemnify, and hold harmless City and its officers, employees, and agents from claims, losses, liabilities, damages, and expenses arising from Lessee's use or occupancy of the Property, Lessee's acts or omissions, or Lessee's breach of this Agreement, except to the extent caused by City's negligence or willful misconduct. Nothing in this Agreement waives any defense, immunity, limitation, or protection available to City under Oregon law, including the Oregon Tort Claims Act.

13. RIGHT OF ENTRY

City may enter the Property at reasonable times upon reasonable notice to inspect, verify compliance, perform work City is entitled to perform, show the Property to governmental officials, appraisers, lenders, or prospective purchasers as appropriate, or respond to an emergency. No advance notice is required in an emergency.

14. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Agreement, sublease all or a material portion of the Property, or transfer the purchase option without City's prior written consent. Any unauthorized transfer is voidable by City. A permitted assignment does not release Lessee unless City expressly agrees in writing.

15. DAMAGE OR DESTRUCTION

Lessee shall promptly notify City of material casualty damage. The parties shall cooperate regarding insurance claims, restoration, and any legally required closure. If the Property is substantially destroyed or cannot lawfully be restored for the authorized use within a commercially reasonable period, either party may request termination on terms approved in writing. Purchase credits already earned shall be addressed consistently with Sections 21 and 22 and applicable law.

16. CONDEMNATION

If all or a material part of the Property is taken by eminent domain so that the authorized use is no longer reasonably practicable, either party may terminate this Agreement. Rights to condemnation proceeds

shall be determined by applicable law and the parties' respective interests. Lessee shall have no claim against City for City's condemnation award except as required by law.

17. DEFAULT AND CURE

A monetary default occurs if Lessee fails to pay Base Rent or another amount when due and does not cure within ten (10) days after written notice. A nonmonetary default occurs if Lessee materially breaches this Agreement and does not cure within thirty (30) days after written notice; provided that, if the breach cannot reasonably be cured within thirty days, Lessee must begin cure within that period and diligently pursue completion.

Upon an uncured material default, City may exercise remedies available under this Agreement and Oregon law. Because substantial Base Rent may accumulate as purchase credits, the parties expressly acknowledge that the treatment of accumulated purchase credits following default is a material term requiring City Attorney review before execution. No provision shall be interpreted to impose a forfeiture or remedy prohibited by applicable law.

18. PURCHASE OPTION

Provided Lessee is not in uncured material default, Lessee may purchase the Property at any time during the Term by delivering written notice to City. There is no early-buyout penalty, premium, prepayment charge, or obligation to pay unearned future Base Rent.

If Lessee exercises the option before the appraisal otherwise scheduled near the end of the Term, City shall obtain the commercial appraisal at that time using the same valuation procedure described below. Base Rent continues through closing and qualifying Base Rent paid through closing remains eligible for purchase credit.

19. APPRAISAL AND FINAL PURCHASE PRICE

Approximately six (6) months before expiration of the Term, or earlier following an early exercise of the purchase option, City shall obtain an independent commercial appraisal of the Property from an Oregon-certified commercial real estate appraiser or appraisal firm mutually agreed upon by City and Lessee.

The appraisal shall determine the fair market value of the fee-simple interest in the Property based on its then-current condition and legally permissible uses. City shall contract with and pay the appraiser unless the parties agree otherwise in writing. Both parties shall receive the final appraisal.

The Final Purchase Price shall be determined as follows:

- If appraised fair market value is \$400,000 or greater, the Final Purchase Price is \$400,000.
- If appraised fair market value is greater than \$355,000 but less than \$400,000, the Final Purchase Price equals the appraised fair market value.
- If appraised fair market value is \$355,000 or less, the Final Purchase Price is \$355,000.

Thus, the Final Purchase Price may not exceed \$400,000 and may not be less than \$355,000. The appraisal establishes fair market value for this contractual purpose and is not the property's assessed or taxable value for property-tax purposes.

20. APPRAISER SELECTION AND DEADLOCK

No later than seven (7) months before expiration of the Term, City shall provide Lessee with the names of at least three qualified commercial appraisers or appraisal firms reasonably acceptable to City. The parties shall endeavor in good faith to select an appraiser within thirty (30) days. If they cannot agree, the method for resolving the selection deadlock shall be established before execution of this Agreement.

21. PURCHASE-PRICE RECONCILIATION AT CLOSING

At closing, City shall apply the \$10,000 Initial Purchase Credit and all qualifying Base Rent purchase credits actually received through closing against the Final Purchase Price.

The closing calculation shall be:

**Final Purchase Price
LESS Initial Purchase Credit and Earned Base Rent Credits
EQUALS Closing Purchase-Price Adjustment**

If the Final Purchase Price exceeds accumulated purchase credits, Lessee shall pay the difference at closing. If the Final Purchase Price equals accumulated purchase credits, no additional purchase-price payment is due. If accumulated purchase credits exceed the Final Purchase Price, the excess shall be treated as a purchase-price reconciliation or credit on the closing statement, rather than as a separate refund of rent, to the extent legally and administratively permissible.

For illustration, if the full ten-year scheduled credits total \$375,000 and the Final Purchase Price is \$400,000, Lessee pays \$25,000 at closing. If the Final Purchase Price is \$355,000, the closing statement reflects a \$20,000 purchase-price reconciliation/credit, subject to final escrow and City Attorney-approved treatment.

Purchase-price reconciliation does not reduce or offset Lessee's separate obligations for utilities, taxes, assessments, insurance, maintenance, repairs, damages, closing costs, or other amounts due.

22. LESSEE-FUNDED CAPITAL IMPROVEMENTS

Before execution, the parties shall establish appraisal instructions addressing whether, and to what extent, the appraised value used for the Final Purchase Price excludes contributory value attributable to City-approved permanent capital improvements funded solely by Lessee. Ordinary maintenance, structural maintenance, repairs, replacement of worn or failed components, and code-compliance work required of Lessee shall not create a separate purchase credit unless expressly approved in writing by City.

23. TITLE, DUE DILIGENCE, AND CLOSING

After exercise of the purchase option, City shall cause a preliminary title report to be provided. Lessee shall have fifteen (15) business days after receipt to identify title objections. Closing shall occur through a mutually acceptable Oregon title and escrow company within sixty (60) days after exercise and completion of the appraisal, unless the parties agree otherwise.

At closing, City shall convey the interest authorized by the City Council by a deed approved by the City Attorney, subject to permitted exceptions. Closing costs, recording fees, title charges, prorations, and other customary costs shall be allocated as stated in escrow instructions approved by the parties.

24. FINANCING

Lessee is solely responsible for arranging financing necessary to complete the purchase. City's obligations are not contingent upon Lessee's ability to obtain financing unless City expressly agrees otherwise in writing.

25. NO EQUITABLE OWNERSHIP BEFORE CLOSING

Until the deed is delivered and recorded, City retains legal title to the Property. Purchase credits and the purchase option do not by themselves transfer title or create ownership rights beyond those expressly stated in this Agreement.

26. SURRENDER; HOLDING OVER

If the purchase does not close and the Agreement expires or terminates, Lessee shall surrender the Property in the condition required by this Agreement, ordinary wear and casualty excepted as applicable. Holding over does not extend or revive the purchase option unless City expressly agrees in writing.

27. NOTICES

Notices shall be in writing and delivered personally, by recognized overnight service, or by certified U.S. mail, return receipt requested, to the following addresses, or to another address designated in writing:

CITY:
City Manager's Office
City of Sweet Home

3225 Main Street
Sweet Home, OR 97386

LESSEE:

Four Seasons

Attn: _____

Address: _____

28. ATTORNEY FEES; GOVERNING LAW; VENUE

This Agreement is governed by Oregon law. Venue for litigation shall lie in Linn County, Oregon, unless applicable law requires otherwise. In any action or proceeding to enforce this Agreement, the prevailing party may recover reasonable attorney fees and costs to the extent permitted by law.

29. WAIVER; SEVERABILITY; ENTIRE AGREEMENT

A waiver is effective only if in writing and applies only to the specific matter waived. If a provision is held invalid or unenforceable, the remainder shall continue to the extent permitted by law. This Agreement and its exhibits constitute the entire agreement concerning the Property and supersede prior oral or written understandings concerning the lease and purchase option. Amendments must be in writing and signed by authorized representatives of both parties.

30. CITY AUTHORIZATION AND STATUTORY PROCESS

The parties acknowledge that this transaction is subject to all legally required municipal procedures and approvals. No City officer or employee may bind City to convey the Property except pursuant to lawful authority and applicable City Council authorization. Execution and conveyance are subject to completion of any required public notice, public hearing, valuation disclosure, and other procedures applicable to disposition of City real property.

31. SUCCESSORS; AUTHORITY

Subject to the restrictions on assignment, this Agreement binds and benefits the parties and their permitted successors and assigns. Each person signing represents that the person has authority to execute the Agreement on behalf of the identified party.

32. SIGNATURES

CITY OF SWEET HOME

By: _____

Name/Title: _____

Date: _____

LESSEE: _____

dba FOUR SEASONS

By: _____

Name/Title: _____

Date: _____

Approved as to form:

City Attorney

Date: _____

EXHIBIT A - LEGAL DESCRIPTION

[Insert legal description and tax lot/parcel information before execution.]

EXHIBIT B - PROPERTY CONDITION / INCLUDED IMPROVEMENTS

DRAFT - City of Sweet Home / Four Seasons - 1244 Long Street

[Identify existing City-owned fixtures/equipment, condition items, approved Lessee improvements, and any agreed restoration obligations.]

EXHIBIT C - PURCHASE CREDIT SCHEDULE

The Base Rent schedule in Section 5 is incorporated as Exhibit C. The final monthly payment shall be adjusted to make total scheduled Base Rent credits exactly \$365,000.00.



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Resolution No. 18 for 2026 – Harvest Festival 14th Avenue Closure

Preferred Agenda: September 22, 2026

Submitted By: Angela Clegg, Planning & Building Manager

Reviewed By: Jason Ogden, City Manager / Police Chief
Cecily Hope Pretty, Deputy City Manager

Type of Action: Motion ☐ Resolution ☒ Reading ☐

Relevant Code/Policy: SHMC 10.04.030 Powers of the City Council

Towards Council Goal: Economic Strength

Attachments: Resolution No. 18 for 2026
Road Closure Notification
2026 Harvest Festival Vendor Application

Purpose of this RCA:

The purpose of this RCA is to request City Council approval of the attached Resolution authorizing a temporary street closure during the Harvest Festival at Sankey Park on October 3, 2026. The closure is intended to enhance safety by reducing interactions between pedestrians and vehicles during the event.

Background/Context:

The 20th Annual Harvest Festival is scheduled for Saturday, October 3, 2026, at Sankey Park on 14th Avenue. A large turnout of attendees and vendors is anticipated, with vendors setting up in the park prior to the event. To improve safety, it is recommended that through traffic be rerouted away from the area, while still allowing residential access.

Festival participants will be directed to park in nearby lots, with additional parking available in the upper Sankey Park area. Vendors will use designated parking lots, and accessible parking for disabled participants will be provided in the northern lot near the bridge.

If the closure is approved, letters will be sent to residents along 14th Avenue notifying them of the event and closure. Traffic on Hawthorne, Grape, and Fir Streets would remain unaffected.

The Challenge/Problem:

How to ensure participant safety during the Harvest Festival by temporarily closing 14th Avenue from just south of Grape Street to the Ames Creek Bridge. Nearby residents will be notified of the closure.

Issues and Financial Impacts:

- Residents adjacent to the closure: All nearby residents will be notified in advance.
- Financial impact: The street closure will not add any additional cost to the event.
- Police Department: Will be notified to address any potential traffic issues.
- Fire Department: Will be notified to ensure availability of services if needed.
- City staff: Will assist with event setup, delivery and removal of signage and equipment, and site teardown, as they have in past years.
- Community and Economic Development Department: Responsible for organizing and hosting the event in partnership with other City departments.

Elements of a Stable Solution:

Prioritize attendee safety while minimizing inconvenience to nearby residents.

Options:

1. Do nothing: traffic will continue on 14th Avenue as normal.
2. Move to approve Resolution No. 18 for 2026 as proposed: Adopt the Resolution with no modifications.
3. Move to approve Resolution No. 18 for 2026 with amendments: City Council may propose revisions to the Resolution for approval.

Recommendation:

Staff recommends option #2: Move to approve Resolution No. 18 for 2026 as proposed.

RESOLUTION NO. 18 FOR 2026

**A RESOLUTION CONCERNING STREET CLOSURES AND RESTRICTIONS – 14TH AVENUE
FOR HARVEST FESTIVAL**

WHEREAS, traffic patterns and parking issues need to be addressed to safely accommodate the Harvest Festival event; and; and

WHEREAS, Sweet Home Municipal Code 10.04.030 provides that the City Council may, by resolution, establish or alter traffic and parking control;

NOW, THEREFORE, THE CITY OF SWEET HOME DOES RESOLVE AS FOLLOWS:

Section 1. Traffic regulations shall be kept in effect as follows:

- From 10:00 AM to 4:00 PM on October 3, 2026, 14th Avenue from the Ames Creek Bridge to the south side of the intersection at Grape Street shall be closed and blocked off to vehicular traffic at the direction of the City Manager or his designated representative.
- Residential access will be allowed.
- Appropriate signs or other markings shall be installed by City of Sweet Home staff to safely carry out the provisions of this resolution and shall become effective immediately upon the installation of such barricades, signs, or other markings.

Section 2. Effective Date. This Resolution shall be in full force and effect from and after its passage.

PASSED by the Council and approved by the Mayor this 22nd day of September, 2026.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder



City of Sweet Home
Community and Economic Development Department
3225 Main Street, Sweet Home, OR 97386 541-367-8113

Notice of Road Closure

The City of Sweet Home will host the 20th Annual Harvest Festival on Saturday, October 3, 2026. The event begins at 11:00 AM, with setup starting at approximately 6:00 AM and concluding around 4:00 PM.

For the safety of festival participants, 14th Avenue will be closed to through traffic and general parking from the Ames Creek Bridge to the south side of the Grape Street intersection. This will be a partial closure, allowing continued access for pedestrians, emergency services, Handicap parking and affected property owners. We kindly ask that vehicle traffic be kept to a minimum between 10:00 AM and 4:00 PM.

Signs are provided for residents to place in their vehicle windows if travel during closure times is necessary.

For more information or to provide comments regarding this closure, please contact:

Angela Clegg
541-818-8029
aclegg@sweethomeor.gov

City of Sweet Home
Planning & Building Department
3225 Main Street
Sweet Home, OR 97386

For more information regarding Sweet Home Harvest Festival, please visit www.sweethomeor.gov



Community and Economic Development Department

SPECIAL EVENT AND PARK RENTAL PERMIT APPLICATION

1. Name of Event: SH Harvest Festival Date(s) of Event Oct. 3, 2026
2. Setup Start Time/Date: 6:00 AM Event Start Time: 11:00 AM
3. Event End Time: 4:00 PM Clean Up End Time/Date: 7:00 PM
4. Sponsoring Organization: The City of Sweet Home
5. Event Coordinator/Primary Contact: Angela Clegg
6. Mailing Address: 3225 Main Street
7. Day Time Phone: 541-818-8029 Cell Phone: 541-405-9633
8. Email: aclegg@sweethomeor.gov Fax: N/A
9. Secondary Contact: _____ Phone: _____
10. Is Alcohol Being Served? ☒ Yes ☐ No If YES include a copy of the State Liquor Permit.
11. Do you wish to utilize any City property, such as a park? ☒ Yes ☐ No
If YES, which one(s)? Sankey Park
12. Will this event include Food Vendors of any type? ☒ Yes ☐ No
If YES, all vendors must apply for a Temporary Restaurant License with the Linn County Health Department 541.967.3821, (ORS 624.025). The Vendors must apply three weeks before the start of the event. A list of vendors is required to be submitted with this application.
13. Anticipated Number of Attendees? +/- 2,000

THE PRIMARY CONTACT MUST LIST A DAY OF EVENT PHONE NUMBER IF NOT LISTED ABOVE.

FOR OFFICE USE ONLY:

Planning Manager		Police Chief	
City Manager/Deputy		Public Works Director	
Fire Chief			

STAFF – INITIAL AND DATE UPON APPROVAL OR ATTACH MEMORANDUM WITH CONDITIONS

PAYMENT AMOUNT: _____ CASH CC CHECK # _____

RECEIVED BY: _____ DATE: _____

PERMIT APPROVED: ☐ Yes ☐ No

☐ Entered on Events Calendar

Authorized City Signature: _____ Date: _____



Community and Economic Development Department

HOLD HARMLESS AGREEMENT

IN CONSIDERATION OF BEING PERMITTED TO PRODUCE THIS SPECIAL EVENT OR ACTIVITY OR USE OF ANY CITY PROPERTY OR FACILITIES IN CONNECTION WITH THIS ACTIVITY, THE UNDERSIGNED APPLICANT ("INDEMNITOR") AGREES TO THE FOLLOWING:

1. THE INDEMNITOR HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS the City of Sweet Home from any and all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the City's right to indemnity or incurred on appeal) resulting from involvement in this event whether caused by any negligent act or omission of the City or otherwise. This agreement shall not apply to any liability resulting from the sole negligence of the City.
2. The INDEMNITOR agrees to reimburse the City for any loss, theft of, or damage to City property, equipment and/or facilities.
3. The INDEMNITOR agrees to comply with all applicable laws, statutes, ordinances, rules and requirements including, but not limited to, not admitting more attendees than designated by Fire Department as safe for the particular event or facility.
4. The INDEMNITOR expressly agrees that this release and hold harmless agreement is intended to be as broad and inclusive as permitted by Oregon law and that if any portion thereof is held invalid, notwithstanding, the balance shall continue in full legal force and effect.
5. Falsification and/or misrepresentation in completing this application may result in rate adjustment or event cancellation. I UNDERSTAND THAT CHANGES TO THE ABOVE DETAILED PROGRAM REQUIRE IMMEDIATE NOTIFICATION TO THE CITY.

I, the undersigned representative, have read the Special Events and Park Rental Application and the Policies and Procedures contained herein, and I am duly authorized by the event organization/business to submit this application on its behalf. The information herein is complete and accurate.

APPLICANT: Angela Clegg
PRINT NAME

The City of Sweet Home
AUTHORIZED AGENT FOR

SIGNATURE OF APPLICANT: Angela Clegg
SIGN NAME

09.03.25
DATE

APPROVAL, DENIAL OR INCLUSION OF RESTRICTIONS OR SPECIAL CONDITIONS OF USE PERMIT IS AT THE SOLE DISCRETION OF THE CITY PUSUANT TO Sweet Home Code of Ordinances 17.80 Conditional Uses. All applications must be reviewed and approved before a permit can be issued.



Community and Economic Development Department

SANKEY HUT RENTAL

Pass Code: _____ (given by staff upon payment of fees)

Please read and initial each line below:

- ___ I agree to not share my pass code with anyone else.
 - Pass codes will be distributed by authorized City employees only.
- ___ I agree to report any problems or damage to the Community Development Department immediately. During regular business hours (7am-4pm), call **541-367-8113**. At other times call the police non-emergency number, **541-367-5181**.
- ___ I agree to set up and remove all equipment, structures, and materials for the reserved hut activity within the block of time specified in the park permit.
- ___ I agree to pick up and properly dispose of all trash, litter, and wood from the reserved hut activity.
- ___ I agree to properly dispose of garbage that exceeds the capacity of the garbage receptacles at the hut facility. You can rent a dumpster through a private vendor to haul your bagged garbage and recyclables yourself. Excess garbage left at the rental facility will be removed at your expense. A fee for service will be deducted from your security deposit.
- ___ I agree to remove all signs or markings associated with the reserved hut activity. Paint is not permitted for marking pavement or structures. Chalk is acceptable but must be removed immediately after the event.
- ___ I agree to obtain an underground utility locate and permission from the Community Development Department if sign posts, stakes, or spikes will be driven into the ground.
- ___ I agree to accept the hut facilities, including the premises and equipment, in their present condition.
- ___ I agree to reimburse the City for all damages to the premises or property resulting from their use, other than ordinary wear and depreciation, as determined by the City.
- ___ I agree to conform to all rules and regulations of the City.
- ___ I agree to provide adequate supervision and be responsible for any improper conduct of the attendees, both individually and collectively, while on the City premises or utilizing facilities.
- ___ I agree that the use of the facilities and this permit is revocable by the City at any time at the City's option.
- ___ I agree to hold the city harmless and indemnify the city from any and all liability for injury to persons or property occurring as a result of the activity sponsored by the permittee.
- ___ I agree that the permittee and any other person who allows or causes damage to hut facilities, park areas, and any other property owned by the city shall be liable to the city for the damage caused.
- ___ I agree to abide by all Federal, State, and municipal equal opportunity laws and regulations prohibiting discrimination.

Staff Use Only:

Clean up verified by Staff _____, _____
Date signature of staff

Deposit Returned _____, _____
Date signature of staff



FACT SHEET

20th ANNUAL HARVEST FESTIVAL

October 3rd, 2026 in Sankey Park at 847 14th Avenue, Sweet Home, OR

The Festival Starts at 11:00 AM and ends at 4:00 PM

Vendors can check in from 7:00 AM to 10:00 AM, and can load up after 4:00 PM.

The section of 14th Avenue between the Ames Creek Bridge and Grape Street will be closed off at 10:00 AM until 4:00 PM, except to local residents.

Activities:

- Annual Chili Cook-Off

- Annual Pie Bake-Off

- Live Music

- Kid Zone, including pumpkin painting, face painting, and games provided by the Sweet Home Library

- Approximately 100 Food and Craft vendors



[illegible]



Insert Event Overview Map

ATTACHED



Insert Vendor Site Map

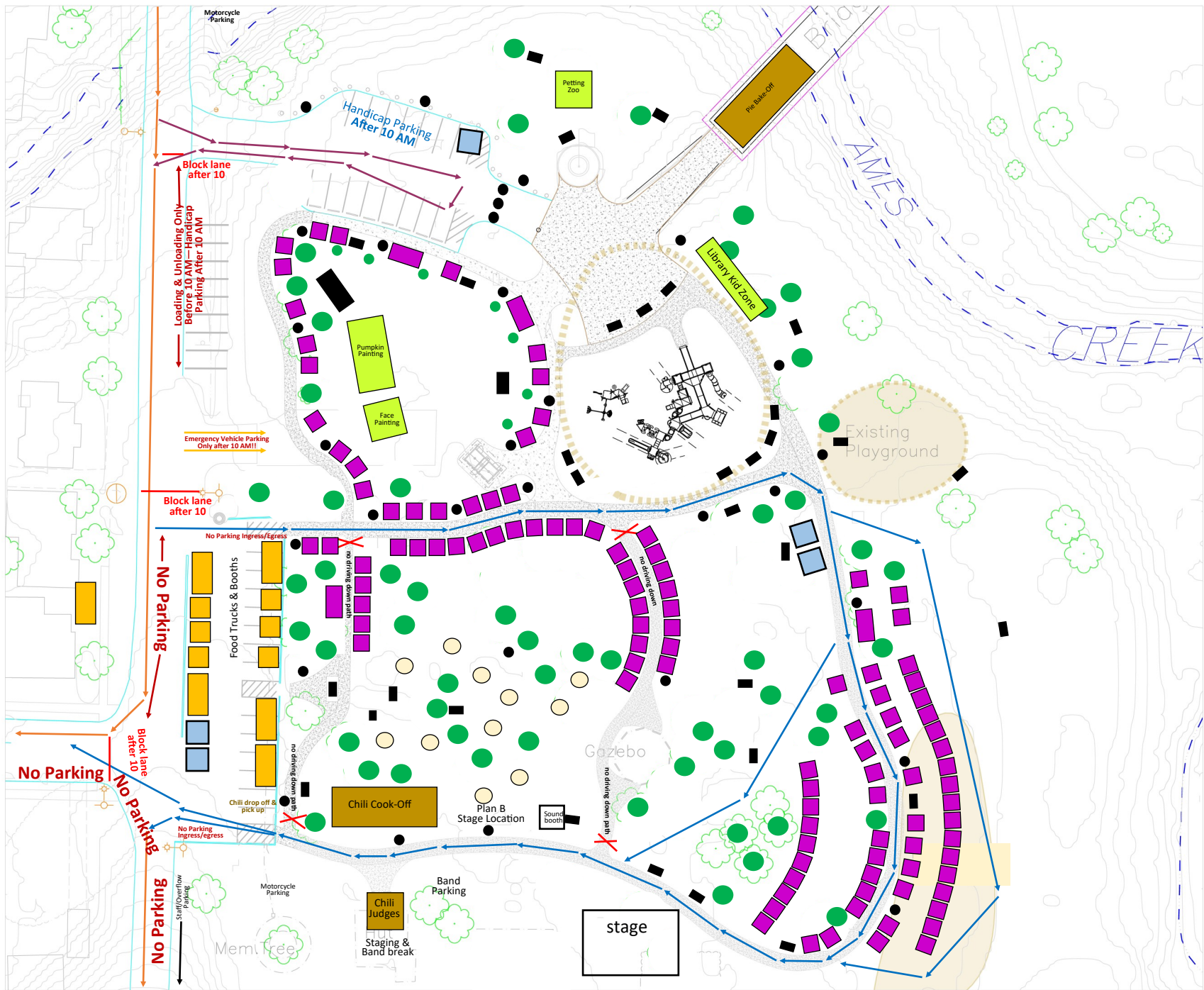
ATTACHED

Harvest Festival Master Schedule

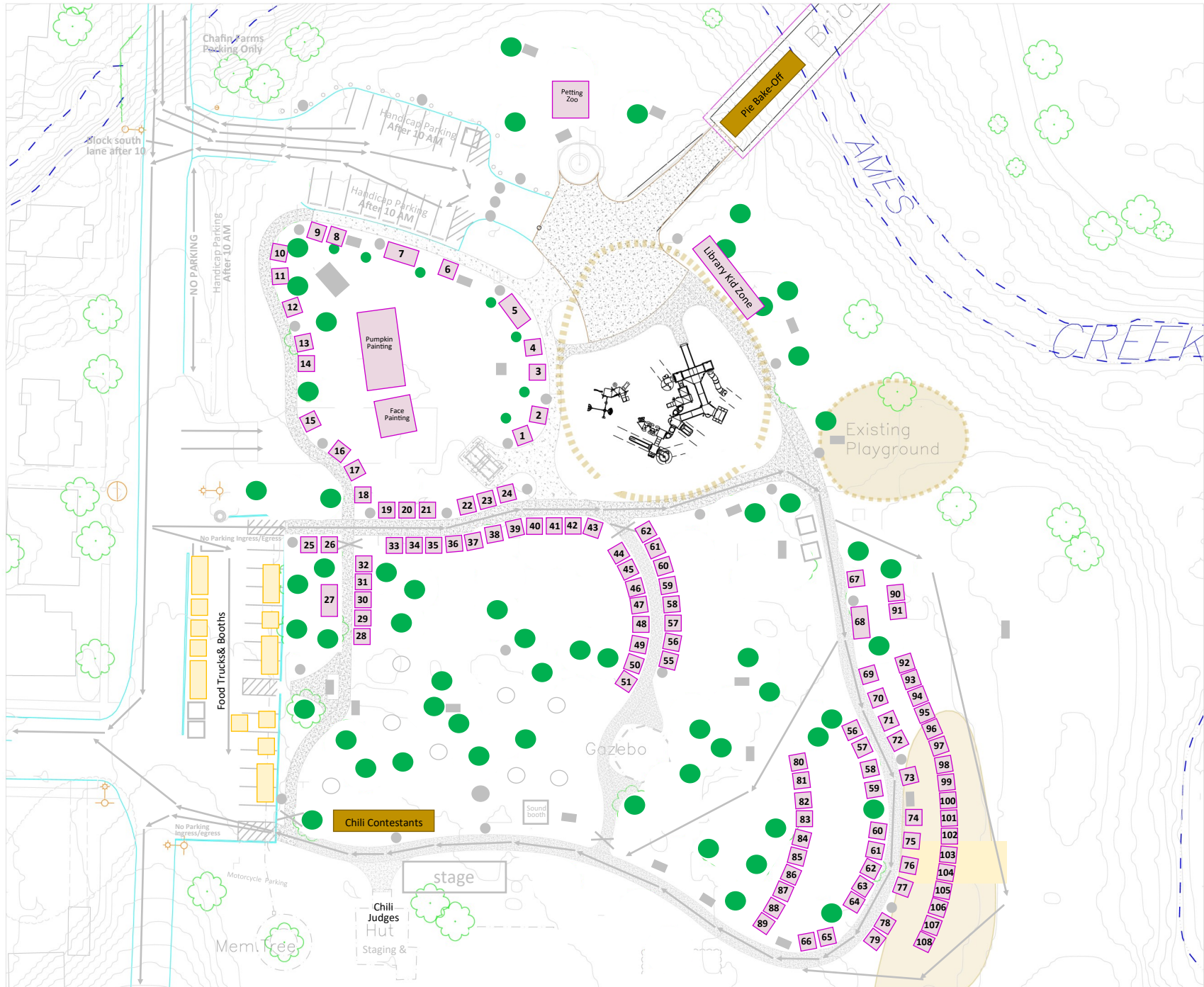
DATE	TIME	EVENT TASK	RESPONSIBLE PARTY
10.01.26	TBD	Pick up pumpkins at Thistle Down Farms	Public Works
10.02.26	TBD	Mark vendor booth locations	Angela, Public Works
	TBD	Set Up Hut for Bands & Chili Judges (cooler, couch, table, chairs, etc.)	Angela, Public Works
	TBD	Clean park bathroom & empty garbage cans	Public Works
	TBD	Portable Restroom Delivery	Angela, Bucks
	TBD	pick up tables & Chairs from the chamber (from 9:30-3:30)	Public works
	TBD	Put out Hwy 3x3 signs	Adam, Angela
10.03.26	6:00 AM	Put up wayfinding signs	Angela, Adam
	7:00 AM	Open vendor check-in	Adam, Chris, Rebecca
	7:00 AM	Stage staff at the north sidewalk entrance near the cannon (vendor assistance - there is no driving down that sidewalk)	Public Works, Staff
	7:00 AM	Stage staff at the north sidewalk entrance near the gazebo (vendor assistance - there is no driving down that sidewalk)	Public Works, Staff
	7:00 AM	Set out street closure barricades, no parking & handicap signs	Public works, Angela
	7:00 AM	Close adjoining streets	Public works
	TBD	Sound & Stage Set-up	Ray & Crew
	7:00 AM	Set up Chili Cook-Off area	Angela, Maggots
	8:00 AM	Set up small tents, tables & chairs in all areas	Angela, Public Works, Volunteers
	8:00 AM	Set up hay bales & décor	Public Works, Volunteers
	8:00 AM	Spread straw in muddy areas (If needed)	Public Works
	8:00 AM	Set up kids game area	Megan
	8:00 AM	Chili Cook-off Registration starts	Maggots
	8:00 AM	Set up chili cook-off judges station	Maggots
	TBD	Band #1 Set Up	Ray Jackman, TBD
	10:00 AM	Vendor set-up ends, move out all cars	Adam, Greg
	10:00 AM	Close 14th Avenue at designated locations	Public Works, Staff
	10:00 AM	Open Handicap Parking in North Parking Lot	Staff
	11:00 AM	FESTIVAL STARTS	
	11:00 AM	Band #1 - 1st Set	Ray Jackman, TBD
	11:30 AM	Chili Cook-Off Judge check in	Maggots
	11:45 AM	Band Break	
	12:00 PM	Chili Cook-Off Judging Starts	Maggots
	12:00 PM	Band #1 - 2nd Set	Ray Jackman, TBD
	12:45 PM	Band #1 ends, Band #2 sets up	Ray Jackman
	1:00 PM	Chili cook-off - public serving starts	Maggots
	1:45 PM	Band #2 - 1st Set	Ray Jackman, TBD
	2:30 PM	Band Break	
	2:45 PM	Band #2 - 2nd Set	Ray Jackman, TBD
	3:00 PM	Pick up ALL signage on Hwy 20, Long St, 12th Ave, 13th Ave	Public Works
	3:30 PM	Chili cook-off winners announced on stage	Angela, Ray Jackman
	3:30/4:00 PM	Band #2 ends	Ray Jackman, TBD
	TBD	Chili cook-off area take-down / clean up (when last of chili is served)	Maggots
	4:00 PM	FESTIVAL ENDS	
	4:00 PM	set up barriers on north/south sidewalks to keep vendors from driving on them	Public Works, Staff
	4:00 PM	Open gates & let vendors take-down	Staff, Public Works
	4:00 PM	1-2 staff members to stage themselves at the sidewalk corner by the playgrounds leading around to the back vendors (traffic & Safety assistance - talk to Angela)	Public Works, Staff
	4:00 PM	pick up all remaining signage	Public Works
	4:00 PM	Stage & Sound take-down	Ray
	4:00 PM	Volunteers in each areas take down, organize and clean up area	Site leads/Volunteers
	TBD	Restrooms picked up	Buck's
	TBD	all supplies and equipment put away	All staff
	TBD	clean & restock the Hut & Park Restroom	Public works

Complete Site Map (not to scale) FINAL

- Portable Restrooms & wash station
- Food
- Vendor Booths
- Kids Booths
- Competitions
- Section A
- Section B
- Section C
- Section D
- General Traffic
- General Seating
- Trees
- Light Poles
- Tables/ Benches



Complete Vendor Map (not to scale) FINAL





REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Approving the 2026-2029 AFSCME Collective Bargaining Agreement (CBA)

Preferred Agenda: September 22, 2026

Submitted By: Cecily Hope Pretty, Deputy City Manager

Reviewed By: Jason Ogden, City Manager / Police Chief

Type of Action: Resolution ☐ Motion ☐ Roll Call ☒ Other ☐

Relevant Code/Policy: N/A

Towards Council Goal: Efficient City Government

Attachments: AFSCME CBA – Clean Version
AFSCME CBA – Markup Version

Purpose of this RCA:

To seek City Council approval of an approval of the Collective Bargaining Agreement with AFSCME Council 75 – Local 3337, the General Employee Unit for the City of Sweet Home.

Background/Context:

The City's CBA with AFSCME expired June 30, 2026. AFSCME, represented employees, and management staff have engaged in bargaining discussions since March 2026, with employees in holdover status at their current salary and benefits. Following several meetings lasting through the summer, the union and management were able to negotiate a mutually agreeable contract without the need for extension legal involvement or arbitration.

The Challenge/Problem:

The City's AFSCME-represented employees have been operating under an expired contract since July 1st. Acceptance of a new contract with adjusted wages, benefits, and guidance is needed to support operations, morale, and continued positive relationships with employees.

Key highlights in the proposed contract include:

- Cost-of-living adjustments of 5%, 4%, and 3% in successive contract years
- No changes to health benefits
- Extension of retirement vesting schedule from three years to five years
- Greater opportunities for employees to qualify for certification pay and clearer guidance on when certification pay will be provided
- Clarification on tuition reimbursement benefits to set a tuition cap
- Clarification on per diem/travel requirements to ensure consistency
- Allowance of immediate leave balances to new employees
- Adjusted probationary guidance that more accurately reflects industry requirements

Issues and Financial Impacts:

The wage increases will be retroactive to July 1, 2026. City management already budgeted for the 5% increase during the past year's budget development in anticipation of the ratified contract.

Elements of a Stable Solution:

Direction that will ensure continuity in City operations, provide salary and benefits expectations to AFSCME-represented employees, and allow the City to plan for future budget years with the agreed-upon terms.

Options:

1. Move to approve the agreement as proposed: AFSCME-represented staff will receive adjusted backpay and operate under the new provisions of the agreement.
2. Move to approve the agreement with amendments: Staff will need to re-engage the bargaining unit to see if the amendments are agreeable, or if further bargaining or arbitration will be needed.
3. Provide other guidance to staff: Direct staff to do something else.

CITY OF SWEET HOME

AND

AFSCME COUNCIL 75 – LOCAL 3337

(General Employees)

COLLECTIVE BARGAINING AGREEMENT

Effective July 1, 2026 through June 30, 2029

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PREAMBLE

This agreement is entered into between the City of Sweet Home, Oregon, hereinafter referred to as the "City," and AFSCME Council 75 – Local 3337, hereinafter referred to as the "Union."

It is the intent and purpose of this agreement to assure sound and mutually beneficial working conditions and economic relations between the City and the Union, and to set forth herein the basic and full agreement between the City and the Union.

ARTICLE 1 – RECOGNITION

The bargaining unit shall consist of all employees of the City of Sweet Home who regularly work twenty (20) hours or more per week, excluding all employees in the Police Department, supervisory and confidential employees, and seasonal or temporary employees that work one hundred twenty (120) days or less. Seasonal or temporary employees shall not displace bargaining unit employees.

The Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit as provided in ORS 243.650 through .782 for the purpose of negotiations with respect to employment relations.

ARTICLE 2 – MANAGEMENT RIGHTS

Except as otherwise limited by the terms of this agreement, the City retains all of the customary, usual and exclusive rights, decision making, functions and authority connected with, or any way incident to, its statutory responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive rights and functions of the City shall include the rights:

- To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed.
- To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of and assign equipment and supplies.
- To determine the need for a reduction or an increase in the work force.
- To establish, revise and implement standards for hiring, classifications, promotions, quality of work, safety, materials and equipment.
- To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- To enforce the City's rules and regulations, and any operational procedures and guidelines.
- To discipline, suspend, demote and discharge non-probationary employees for just cause. Scheduling of disciplinary days off may be at the convenience of City operations.

- To discipline, suspend, and discharge probationary employees for any reason. Employees who are disciplined, suspended or discharged before completing this probationary period shall not have access to the grievance procedures of this agreement to protect or challenge the discipline, suspension, or discharge, or the reasons therefore.
- To control the City and department budgets.
- To take any action necessary in the event of an emergency, notwithstanding any article or limitation in this agreement.

ARTICLE 3 – UNION SECURITY

3.1 Representatives. The Union will select certain of its agents as Union officials and certify in writing their names to the City Manager.

3.2 Visits. Union Representatives, upon notification to the City Manager, will be allowed to visit the work areas of the employees during work hours; however, such visits shall not interfere with the normal flow of operations of the City or with established safety or security requirements.

The Union president shall be notified, in writing, of any new member and shall be afforded thirty (30) minutes of paid time to meet with them. Nothing shall prevent either party from invoking Article 24 of this document to discontinue this practice.

3.3 Business. The internal business of the Union shall normally be conducted during non-duty hours, except with the permission of the Department Head or designee.

3.4 Grievance Meetings & Negotiations. Subject to the operational needs of the City, the Union shall be allowed up to four (4) employees to attend scheduled contract negotiations, with no more than one (1) person from any work area. This work area limitation shall not apply to the local Union president. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings.

The Union shall be allowed employee representatives to attend grievance meetings equal to the number of City representatives. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings. The Union shall certify in writing the names of officers and stewards that would attend such meetings.

3.5 Meetings. The Union will be permitted the use of City facilities without charge to hold membership meetings to the same extent as the public use of facilities and subject to availability and in accordance with Oregon State law.

3.6 Bulletin Boards. Bulletin board space shall be provided to the Union for the posting of meeting notices and other information of interest to its members. Such materials shall be signed and dated by the official responsible for its posting and shall not be derogatory or inflammatory in nature.

- 3.7 Dues. The City agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing provided that the City is furnished with written evidence of the employee's consent and authorization for such wage deductions.
- 3.8 Hold Harmless. The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of this article. In the event that any part of this article should be declared invalid by law or that the monthly service fee should be ordered reimbursed to any nonmember, the Union and its members shall be solely responsible for reimbursement. Otherwise, the Union and the City shall coordinate to correct dues collection errors, payroll errors, including the erroneous over/under payment of wages or reimbursements and to facilitate payments and adjustments which are determined warranted within thirty (30) days of notification of such error.

ARTICLE 4 – HOURS OF WORK & OVERTIME

- 4.1 Workweek & Workday. The normal workweek shall begin on Sunday at 12:00 AM and end on Saturday at 11:59 PM. The normal work schedule for "full-time" employees shall be made up of five (5) consecutive eight (8) hour workdays or four (4) consecutive ten (10) hour workdays. Should the City determine there is an operational need for alternative work schedules, staffing for alternative work schedules will be filled based on operational needs and employee preferences in order of classification seniority. The City will give the Union at least fourteen (14) days of notice prior to changing to an alternative work schedule, and the Union may file a demand to bargain such change to the extent required (if any) and as provided by the Public Employee Collective Bargaining Act (PECBA).
- 4.2 Scheduled Workdays/Work Hours.
- A. Work Shift. All employees shall be scheduled to work on a regular shift and each shift shall have regular starting and quitting times except for emergency situations. The City's desire to avoid overtime, by itself, does not create an emergency situation.
- B. Workday – Changes in Work Schedules. The City shall provide written notice to affected employees and to the Union President at least five (5) business days in advance, of changes in scheduled workdays or work shifts, excluding weekends, except in emergencies as determined by the City.
- If the required written notice is not provided, each affected employee shall be paid at the overtime rate for the first shift worked under the changed schedule. This overtime requirement shall not apply when:
- The schedule change is deemed by the City to be necessary due to an emergency; or

- An employee provides five (5) or fewer business days' notice, excluding weekends, that they will be unable to work as scheduled.

In such cases, the City may adjust other employees' schedules to provide coverage with whatever notice is feasible under the circumstances, including through flex scheduling.

C. Flex Scheduling. Requests by employees for work schedules other than their normal schedule and flex time variations to the normal week will be considered based on operational and staffing needs by the City and employees in a spirit of cooperation and will not be unreasonably denied. Flex time arrangements will adhere to the following:

1. The option to flex hours is voluntary, except under the circumstances in 4.2(B);
2. When the employee and supervisor agree, the supervisor and the employee will identify the day(s) and hours flexed off during the workweek, if any, or the hours to be accrued as compensatory time, if any;
3. The hours actually worked on each day shall be noted accurately on the time sheet or in the payroll system; and,
4. In no case shall flex time be applied to avoid compensation at the overtime rate for hours worked in excess of forty (40) in a workweek, except under the circumstances in 4.2(B).

The consequences of flex time arrangements are that daily overtime hours worked in excess of the regularly scheduled hours on a specific workday will not be paid at the overtime rate or accrued as compensatory time at the overtime rate and no premiums will be paid for changes made in accordance with this flex time arrangement.

D. Special Events. The City may schedule with at least fourteen (14) days' notice overtime required to support a community event permitted by the City and sponsored by an independent organization. The City may schedule employees to support a City-sponsored civic event and alter the scheduled workdays of the workweek with at least fourteen (14) days' notice.

4.3 Rest & Meal Periods. Each employee on each eight (8) hour shift shall receive a minimum of one half (1/2) hour unpaid lunch break and two 15-minute paid breaks per eight (8) hour shift. Employees assigned ten (10) hour shifts shall receive two (2) 15-minute paid breaks and a one-half (1/2) hour unpaid meal break contiguous with a 15-minute paid rest break, unless otherwise mutually agreed upon with the Department Head. Any employee who is required to remain at work in excess of their regularly scheduled work shift three (3) consecutive hours or more in an eight (8) hour shift (or two (2) consecutive hours

or more on a ten (10) hour shift) may have nourishment provided by the City upon employee request.

- 4.4 Overtime. All actual work performed by a full-time employee in excess of their regularly scheduled shift and/or 40 hours in the week shall be compensated through the payment of overtime pay at the rate of time and one-half pay or compensatory time at the same rate. All overtime shall be rounded to the next highest one-quarter hour. Vacation, sick leave, and/or holiday hours shall not be included in any overtime calculation unless otherwise indicated in this Agreement.

Part time employees shall be paid at the overtime rate only for hours worked in excess of ten (10) hours per work day or eight (8) hours per day for unscheduled shifts.

- 4.5 Form of Compensation. Employees will be granted their choice of compensatory time off for overtime or receive pay at the rate of time and one-half (1.5). Compensatory time is accrued at the end of the payroll period at the 1.5 overtime rate. The combined accruals of compensatory time accrued for overtime hours worked and "on-call in lieu" accruals described in Article 4.8 of this agreement shall not exceed one hundred (100) hours. Any accrual beyond one hundred (100) hours shall be paid. Compensatory time used shall be scheduled with and approved by the Department Head or a designee.

- 4.6 Callback Premium. Callback to work from off-duty status will be compensated by payment or compensatory time off, at the overtime rate of time and one-half, for a minimum of two (2) hours as a callback premium. If employees called back to work are required to remain on duty in order to accomplish necessary work, such additional time shall also be compensated at the overtime rate of time and one-half, in the form of payment or compensatory time off, as provided in this Agreement. Callback premium does not apply when an employee is held over at the end of a shift.

- 4.7 No Pyramiding. In no event shall compensation be received twice for the same hours.

- 4.8 On Call. Employees required to be "on call" are deemed waiting to be engaged and therefore on call time is not "hours worked" for overtime computation purposes. During periods of compensated on-call, the employee shall remain within a 45-minute response area of the City, and available to call by cell phone. Employees assigned by the City to on call status will earn one (1) hour for every ten (10) hours assigned to be paid as on-call premium computed based on the employee's base rate of pay and paid in addition to wages earned in the payroll period, or accrued and posted to a separate "on call in lieu back," as the employee may elect. The City will distribute on call assignments equitably among the employees in eligible job classifications who the City determines qualified. City eligibility criteria will be determined based on operational and anticipated emergency needs and requirements.

Employees' timesheets shall reflect the employee's election to be paid or accrue on call in-lieu time, which shall be posted and taken off work at the straight time rate. Ability to earn and accrue on-call in-lieu time is subject to the compensatory time cap which limits the combined total of on-call and comp time accrual of hours.

Employees who elect to sick leave shall not be eligible for on call scheduling or compensation for any hours adjacent to those leave hours. Employees scheduled to be on call who elect to utilize sick leave within 24 hours of their scheduled on call time shall forfeit any on call compensation and shall not be considered on call for business operation purposes.

On call compensation shall not be awarded in violation of Article 4.7 of this agreement; hours worked by an employee called in while on call shall be deducted from the total on call hours.

- 4.9 Part-Time. Employees that work less than forty (40) hours but twenty (20) hours or more per week shall be defined as part-time employees and shall receive benefits as outlined in this Agreement. Occasional workweeks of over 20 hours shall not constitute a change in status from part-time to full-time.
- 4.10 Management Requests. The City agrees that when an employee is contacted by management for purposes of conducting city business, specific to the scope of an employee's regular work duties and outside of the employee's regular work schedule, the employee will be compensated a minimum of one half (.5) hour of their regular rate of pay and shall not be considered time worked for purposes of calculating overtime. This compensation shall be in the form of cash, compensatory time, or flex time and shall be the employee's choice. Calls that are too trivial to merit consideration (de minimis) limited in duration and frequency, shall not be compensable, i.e., asking for location of vehicle keys.

ARTICLE 5 – MILEAGE & PER DIEM

- 5.1 Vehicle Use & Mileage. To perform duties or conduct City business, employees shall use a City vehicle. When a City vehicle is not available or, upon the request of an employee and at the City's sole discretion, an employee may use his or her own vehicle. The City shall pay employees at the current established Internal Revenue Service (IRS) rate per mile when the employee is required to use a personally owned vehicle to perform their duties or to conduct City business or to travel in connection with City business or required training. All vehicle use will be per city policy.
- 5.2 Meal Per Diem. Employees may receive meal reimbursements if conducting City business at a location more than 45 minutes outside City limits as approved by the City Manager's Office or designee. Meal reimbursements shall be:

Breakfast \$15.00 if gone from the City before 6:00 AM.

If the establishment offers breakfast, then breakfast is not reimbursable per City policy.

Lunch \$20.00 if gone from the City between 11:00 AM and 3:00 PM.

Dinner \$30.00 if gone from the City after 6:00 PM.

The maximum allowable per diem shall be \$65.00 total.

Employees shall be required to provide an agenda, itinerary, or other documentation showing whether meals are provided; if meals are included as part of any programming related to the reason for employee travel, those meals shall not be eligible for per diem reimbursement.

Meal reimbursements are taxable unless an employee is away from their home overnight on official City business in accordance with IRC section 162(a)(2).

When travel and/or training schedules require, the City will pay for actual costs of lodging at an approved place of lodging.

ARTICLE 6 – COMPENSATION

- 6.1. Cost of Living Adjustments. Effective July 1, 2026 through June 30, 2027, salary schedules shall be adjusted 5%.
Effective July 1, 2027 through June 30, 2028, salary schedules shall be adjusted 4%.
Effective July 1, 2028 through June 30, 2029, salary schedules shall be adjusted 3%. The salary schedules are attached as Exhibit A to this agreement.
- 6.2. Classification Adjustment. In September of 2028 the parties shall convene a classification adjustment committee consisting of three union representatives, one of whom may be the AFSCME staff representative and three representatives from the employer. The purpose of the committee will be to conduct a base wage comparison of each classification in the comparable cities selected by the City Council: Philomath, Stayton, Sweet Home, Independence, Lebanon, and Monmouth. The City shall then adjust pay ranges so that the mid-point of all ranges falling below the mid-point of the average of comparable cities will be no less than 95% of the mid-point range of the comparable jurisdictions as of September 2028. The results of the committee work shall be effective January 1, 2029.
- 6.3. Compensation. If any City levies in effect at the time of approval of this agreement and affecting bargaining unit employees fail to pass during the term of this agreement, after all available election dates prior to the start of the upcoming fiscal year, this Article may be re-opened by either party for negotiations upon delivery of written notice to the other party.
- 6.4. Promotions. When an employee is promoted, they shall be placed on a step in the higher classification range that equals a pay increase of at least three percent (3%).

- 6.5. Schedule Movement. Upon satisfactory completion of the probationary period, employees who are hired at Step A are eligible to receive a step increase (not subject to the grievance procedure outlined in Article 21).

Employees will generally be eligible for step increase on their position anniversary date, until reaching the top step. Step increases will be granted based on satisfactory performance, including fulfillment of all minimum job requirements with time-based requirements such as achievement of required certifications. In the event a step increase is denied, the employee may protest the action through the grievance procedure. For positions where it is not possible to achieve a required certification within the standard six-month probationary period, the employee shall be eligible for a step increase upon favorable performance review at six months but shall remain on probation until the certification is achieved. If the employee does not obtain the required certification by 18 months of employment, it shall constitute an automatic resignation by the employee.

All employees currently employed at the adoption of this agreement shall be subject to a review of their required certifications according to their job descriptions; if any such employees fail to obtain required certifications within six months of the adoption date (City Council approval) of this agreement, it shall constitute an automatic resignation by the employee.

Step increases as determined by evaluations by the Department Head and approved by the City Manager may supersede typical schedule movement as set forth above.

- 6.6. Longevity Pay. City employees who have completed ten (10) years of continuous employment with the City will receive an additional two percent (2%) "Longevity Pay" increase above the Step "E" pay scale. City employees currently employed at the time of the City Council approval of this contract shall be eligible for two percent (2%) "Longevity Pay" at eight (8) years of continuous service and shall not receive an additional 2% at 10 years of continuous service. City employees who have completed 15 years of continuous employment with the City will receive an additional two percent (2%) of "Longevity Pay" increase above the Step "E" pay scale. This pay is subject to all the provisions of Article 6.5, Schedule Movement. Employees already receiving Longevity Pay upon approval of this contract with less than ten (10) years of service shall be considered grandfathered in and continue to receive Longevity Pay.

- 6.7. Certification Pay. Certification Pay shall be paid only to employees when their current Job Classification requires the certification and is part of the Job Description. Employees receiving Certification Pay outside of their current Job Classification at the time of approval of this agreement shall no longer be eligible to continue receiving said Certification Pay. Percentages are individually calculated on the base rate of pay.

Public Works employees will be eligible effective July 1, 2026 to receive Certification Pay as follows, provided that the certification is relevant to their standard duties as described in their position description:

Upon acquiring a ORDEQ or OHD Level 1 Certification – two percent (2%) of the employee's current step base rate of pay.

Upon acquiring a ORDEQ or OHD Level 2 Certification – three percent (3%) of the employee's current step base rate of pay. – In lieu of (not cumulative with) Level 1 Certification pay.

Upon acquiring a ORDEQ or OHD Level 3 Certification – four percent (4%) of the employee's current step base rate of pay – in lieu of (not cumulative with) Level 2 Certification pay.

Upon acquiring a ORDEQ or OHD Level 4 Certification – four percent (5%) of the employee's current step base rate of pay – in lieu of (not cumulative with) Level 3 Certification pay.

Upon acquiring a ODOT Roads Scholar Program Level 1 Certification – two percent (2%) of the employee's current step base rate of pay.

Upon acquiring a ODOT Roads Scholar Program Level 2 Certification – three percent (3%) of the employee's current step base rate of pay – in lieu of (not cumulative with) Level 1 Certification pay.

Upon becoming a Commercial Drivers License trainer – two percent (2%) of the employee's current step base rate of pay.

Upon acquiring a Certified Playground Safety Inspector certification – five (5%) of the employee's current step base rate of pay.

Upon acquiring a Backflow Assembly Tester certification – one (1%) of the employee's current step base rate of pay.

Upon acquiring a Cross Connection Specialist certification – one (1%) of the employee's current step base rate of pay.

A Public Works employee who obtains the Oregon Department of Agriculture pesticide public applicator license and one additional endorsement will be paid three percent (3%) of the employee's current step base rate of pay, which shall be paid only to employees regularly assigned to perform pesticide application work as per their job description. Employees will be paid an additional one percent (1%) for each additional endorsement they obtain.

ODOT Roads Scholar Program certification pay shall be cumulative with ORDEQ or OHD certification pay.

Crew Leaders are eligible for Direct Responsibility Charge (DRC) pay upon earning the appropriate qualification in Water Distribution or Wastewater Collection as determined by OHA or DEQ and will be paid as one percent (1%) of the Crew Leader's current base rate of pay.

Upon acquiring a Mechanic ASE certification – three percent (3%) of the employee's current base rate of pay.

All certifications shall be cumulative, up to a maximum of eight percent (8%) of base pay.

Employees holding ORDEQ or OHD certifications outside their current position description shall be eligible for one percent (1%) of the employee's current step base rate of pay for each additional certification held. This additional certification pay shall be cumulative with other certification pay, up to a maximum of eight percent (8%) of base pay.

Employees become eligible for certification pay upon providing the respective state issued certificate to the Public Works Director. The employee will receive their certification pay beginning the pay period immediately following the month the certificate is provided to the Department Head. Certifications must be kept current and in good standing in order to continue receiving certification pay and may be subject to verification at the request of management. Employees may earn multiple certification premiums up to a maximum of eight percent (8%) of base pay.

Nothing in this section is intended to affect the agreements concerning who bears the costs of acquiring initial credentials required for job classifications set forth in Article 14.

ARTICLE 7 – HEALTH & WELFARE

- 7.1 Benefits Provided. The City will provide the CIS Copay Plan B with a \$500 deductible to employees with a 95% contribution toward insurance premium for medical, dental, and vision benefits for employees and their dependents for the term of this contract.

The City will extend to eligible part-time employees the same medical, dental, and vision benefits as offered to full-time employees and their dependents. This benefit will be pro-rated for part-time employees based on the gross number of hours paid each month and will be provided so long as the part-time employees make up the difference of the benefit cost.

- 7.2 Changes to Health Benefits. If, during the term of this agreement the City contemplates changing health plan carriers, or making a significant change in plan design of the current plan, the Union may request, and shall be granted, the opportunity to participate in a joint Labor Management Committee (composed of three employees from the bargaining unit, the City Manager, the Finance Director (or designee), and an AFSCME representative (as an observer) to evaluate other insurance options, select a plan, and address cost sharing issues for insurance

coverage.

If no agreement is reached, the union's participation in the Labor Management Committee shall not constitute a waiver of the Union's right to demand to bargain the impact of health plan changes made by the employer.

ARTICLE 8 – VACATIONS

8.1 Accrual. All full-time employees of the City of Sweet Home will be entitled to and encouraged to take vacation with pay during each year of employment. New employees shall be granted 24 hours of vacation upon hire. The accrual schedule shall be as follows:

- Hire date to 3 months = 0 hours. The initial bank of 24 hours may be used.
- 3 months to 4 years 11 months = 96 hours, with the first year pro-rated to being accrual up to 96 hours after 3 months of employment. Accumulated at the rate of 8 hours per month.
- 5 years to 9 years 11 months = 120 hours. Accumulated at the rate of 10 hours per month.
- 10 years to 14 years 11 months = 144 hours. Accumulated at the rate of 12 hours per month.
- years plus = 144 hours per year plus eight (8) hours for each year of continuous service in excess of 15 years.

8.2 Maximum Accrual. An employee with fourteen (14) years eleven (11) months and less of continuous service may not accumulate vacation leave in excess of 200 hours.

An employee with fifteen (15) years or more of continuous service may not accumulate vacation leave in excess of 240 hours.

Accrual balances shall be reported on the employee's monthly pay stub so they can monitor its usage. In the event a scheduled vacation scheduled in accordance with Article 8.3 Scheduling is canceled, the affected employee may continue to accrue vacation in excess of the cap to a temporary cap limitation increased by the number of canceled, scheduled vacation hours. Such adjusted cap shall expire six (6) months from the month in which the vacation was canceled if they exceed the maximum limit because of the cancellation of the vacation. If this occurs, the Department Head, with the mutual agreement with the employee, shall schedule the employee time off to keep them under the maximum accrual.

8.3 Scheduling. Scheduling of vacations shall be approved by the Department Head or a designee. Vacation periods granted shall have due consideration given to minimum interference with City business and departmental seniority and City policies.

If the employee chooses more than one vacation period, they may not exercise seniority of choice of the second, third, etc., vacation periods until all employees

with less seniority in the department have exercised their seniority in a similar manner.

Vacation may be used in minimum segments of one-quarter (1/4) hour.

- 8.4 Part-Time Employees. Accrued vacation of a full-time employee shall not be canceled in any manner by the City if said employee becomes a part-time employee. The employee shall retain all earned vacation and shall be entitled to use the full amount earned.

Part-time employees, as defined in article 4.8, shall accrue vacation on a pro-rated basis based on their regularly scheduled shift hours.

- 8.5 New Employees. New employees shall receive a vacation leave bank of 24 hours upon hire. They shall accumulate vacation leave 90 days from date of hire and are eligible to utilize vacation hours at time of hire.
- 8.6 Vacation Cash Out. Full-time and part-time employees may cash out up to 40 hours of accrued vacation hours when they schedule at least a twenty (20) hour vacation in accordance with Section 8.3 above. The cash out payment will be made the payday preceding the employee's scheduled vacation. This payment may only occur once every fiscal year.
- 8.7 Revocation of Approved Vacation Leave. Prior to a revocation of an approved vacation leave, the City shall meet with the employee to discuss potential financial impacts of the revocation.

ARTICLE 9 – RETIREMENT

- 9.1 Retirement Contribution. The City shall, in accordance with the MissionSquare retirement plan documents and rules (as of 1/1/2026), contribute on behalf of eligible employees, twelve percent (12%) of salary contributed to the MissionSquare Retirement Corporation Money Purchase Plan in accordance with the terms of the plan.
- 9.2 Deferred Compensation. Eligible employees may participate in the City's deferred compensation programs section 457 plan administered by MissionSquare.
- 9.3 Vesting Schedule. All represented employees shall be vested at fifty percent (50%) after completion of one (1) year of service; seventy-five percent (75%) after completion of three (3) years of service; and one hundred percent (100%) after completion of five (5) years of service.
- 9.4 Reduction in Force Benefits. Full-time employees reduced to part-time status due to the City's reduction in force shall receive a City contribution toward retirement on a pro-rata basis based on their regularly scheduled hours.

- 9.5 Probationary Period for Benefits. Benefits are not provided under the article until after six (6) months of employment with the City.

ARTICLE 10 – HOLIDAYS

- 10.1 Designated Holidays. The following paid holidays will be recognized at observed by the dates so recognized and approved by the City:

New Year's Day	Presidents' Day
Memorial Day	Labor Day
Independence Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

(2) Employee personal holidays (to be accrued and used as per Article 10.4)

- 10.2 Holiday Pay. Except for continuous operation employees, full-time employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever a holiday shall fall on a regularly scheduled day off, City management shall have the discretion to choose an alternate day on which the holiday shall be observed by the employee on a workday adjacent to the holiday, or to allow the employee to bank the equivalent of a full shift of work in Personal Holiday time (in addition to Article 10.4).

Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave.

- 10.3 Holiday Work. Employees who work on an observed holiday may elect to receive the holiday pay in addition to time and one-half for all hours worked that day or schedule a different day off with pay in accordance with staffing needs as determined by the City.

Compensation received under this section shall not be pyramided with any other form of compensation.

- 10.4 Personal Holiday. Full-time employees will receive two (2) personal holidays (hours equal to 2 shifts) with pay at the employee's regular rate of pay.

ARTICLE 11 – SICK LEAVE

1. Accrual. Full-time employees working an eight (8) hour a day shift will accrue sick leave at the rate of eight (8) hours per month, and full-time employees working a ten (10) hour a day shift will accrue sick leave at the rate of ten (10) hours per month, beginning with the employee's date of hire. Employees who work less than full-time will accrue a pro-rated amount of sick leave. Sick leave may be used after completing one (1) month of employment from the employee's initial date of hire.

2. Sick Leave Incentive. An employee may cash out a maximum of 40 hours of unused sick leave each fiscal year, as long as they maintain a minimum of 100 hours of unused sick leave on the books.
3. Vacation Leave Donation. Employees may donate vacation to be used by co-workers as sick leave. The recipient shall have exhausted all but twenty-four (24) hours of accrued leave and is off work due to catastrophic or chronic illness, hospitalization, operation, or accident, or is off work for an immediate family member needing care for the same type of medical condition. The donor must maintain forty (40) hours of vacation time to be eligible to donate. Donations shall be administrated as described in City policy as of 1/1/2020.
4. Utilization. Employees are eligible for sick leave as defined by law, including but not limited to:
 - A. For the diagnosis, care, or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury, or health condition, and includes preventative medical care such as prenatal visits and routine medical and dental visits;
 - B. If the employee or the employee's minor child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking as defined by Oregon law (ORS 659A.272) and required leave for any of the purposes in that law;
 - C. If the employee's place of business is closed or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency;
 - D. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official of a licensed health care provider who is primarily responsible for providing health care to the family members;
 - E. If the City is required by law to exclude the employee from work for health reasons; or
 - F. For any purpose allowed by the Oregon Family Leave Act, including bereavement.

For purposes of this clause, "family member" shall mean the eligible employee's grandparent, grandchild, spouse, or Oregon-registered same-gender domestic partner and the domestic partner's child, sibling, or parent; the employee's stepchild, parent-in-law, or person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological adoptive or foster parent, sibling, sibling-in-law, or child; or any other person defined under ORS 657B.010(19).

5. Utilization upon Death, Retirement, or Layoff. Sick leave is provided to the employee, by the City, in a nature of insurance against the loss of income due

to an illness or injury. (As such, the accumulated balance is the property of the City.)

The following benefit applies to the first 960 hours in an Employee's sick leave bank (any additional unused sick leave hours are lost):

- A. Upon an employee's death: Fifty percent (50%) of unused sick leave shall be paid to the employee's estate upon the employee's death.
 - B. Upon an employee's retirement: A portion of the value of accrued and unused sick leave at retirement, unless the employee is facing discharge, computed by the employee's base wage rate, as specified below. To be eligible for this retirement benefit, the employee shall have met the continuous service years requirement listed below or attained age 55, whichever is less:
 - Completion of 20 years continuous City service: 30%
 - Completion of 25 years continuous City service: 40%
 - Completion of 30 years continuous City service: 50%
 - C. Upon an employee's layoff: In the event an employee is laid off by the City, the employee shall have one of the following options:
 - 1. Receive thirty percent (30%) of unused sick leave in a cash payment at the time of layoff at the employee's regular rate of pay which shall result in a zero sick leave balance; or
 - 2. Leave one hundred percent (100%) of unused sick leave accrual for the length of the recall period under Article 22.3, which would only be available to the employee in the event of recall.
6. Workers' Compensation. Employees are insured under provisions of the Oregon State Workers' Compensation Act for injuries and illnesses incurred and/or received while in the employ of the City.
- A. During periods of workers' compensation related time loss, the injured employee will continue to accrue seniority and shall be eligible for other benefits of this agreement related to sick leave, short-term disability, and long-term disability,
 - B. When an employee must take a leave due to a job-related disability, they will receive time loss benefits from the City's worker compensation insurer. The time loss benefit is computed by the workers' compensation insurer, based upon annualized earnings (base wage plus premiums, incentives and overtime) defined by law, which is paid during the time loss eligibility period.
 - C. In addition to the statutory workers' compensation benefit paid by the insurer, an employee may elect to receive monthly sick leave payments charged to sick leave or other earned leave as hereinafter described to make up the difference, if any, between the time loss payment from the workers' compensation insurer and the employees net regular salary.

- D. Under no circumstances may an employee use accrued paid leave to exceed the employee's net regular salary. An employee may notify the City that the employee does not want the leave charged against accrued leave and the employee will remain in time loss and/or other appropriate protected leave status.
 - E. While the employee is out on worker's compensation, the employee shall be entitled to accrue full holiday, vacation, sick leave, and other leave accruals they would otherwise earn and be eligible for if the employee was working the full month.
7. Misuse. The parties recognize that the ability to attend work regularly and reliably is an essential job function. Misuse of sick leave is grounds for disciplinary action up to and including discharge.
8. Medical Verification. The City may, as allowed by law, require the employee to provide verification from a health care provider of the need for the sick time, or verification whether an employee is able to safely perform the duties of their certifications that are not covered by the insurance provided to employees under Article 7. In the event that an employee uses unpaid leave as provided by FMLA or OFLA, medical verification may be required and obtained in accordance with law.

ARTICLE 12 – LEAVES OF ABSENCE

- 12.1 Leaves of Absence Without Pay – Criteria & Procedure. The City will consider a written application for leave of absence without pay not to exceed 180 calendar days. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on their written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned their position with the City and their position shall be declared vacant; unless the employee prior to expiration of their leave of absence or prior to the termination date has furnished evidence that their is unable to work by reason of sickness, physical disability, or other legitimate reason beyond their control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the

department. Employees returning to work from a leave of absence shall be returned to a position in accordance with provisions of 22.3 – Recall.

- 12.2 Jury Duty. Employees shall be granted leave with full pay whenever they are required to report for jury duty and shall pay the City all remuneration as a juror except for travel and mileage expense reimbursements.
- 12.3 Military Leave. Military leave shall be granted in accordance with Oregon and Federal law.
- 12.4 Family and Medical Leave. Family and medical leave shall be granted as provided by law and City policy which shall be consistent with Oregon and federal family and medical leave laws.
- 12.5 Inclement Weather Closure. In the event inclement or hazardous conditions which, in the judgement of the City, require the closing of offices or facilities prior to the beginning of the normal work shift or a delayed opening of the offices the Employer will publish an announcement by posting on the City's website and social media and attempting to contact each employee via text message or by phone.

Employees may request and the City may grant the use of vacation leave, personal holiday time, leave without pay, or utilization of flex time (in accordance with flex time language in the contract) to cover time lost under these situations.

When in the judgement of the City, inclement or hazardous conditions require the closing offices or facilities prior to the beginning of the normal work shift, employees who report to work prior to the decision to close the office of facility shall be paid for the remainder of the shift.

If an employee chooses to remain home during an inclement weather event and the City offices are open, the employee will be required to use accrued vacation leave or personal holiday for any hours absent or may elect leave without pay during any hours of work missed.

Use of sick leave is not permitted for absence due to inclement weather or other City office closure.

An employee may, with the Department Head's permission, make up lost time due to inclement weather by working additional hours within the said pay period, provided that such adjusted work schedule does not result in additional overtime payments.

- 12.6 Compassionate Leave. In the event of a death of a family member of an employee, the City shall grant a maximum of five (5) days off with pay per occurrence. Family member shall be defined by Article 11.4 of this agreement or ORS 657B.010(19), including the following: spouse, parent, child, siblings, grandparent, stepparent, stepchild, father-in-law, mother- in-law, brother-in-law,

sister-in-law, grandchild, or any other dependent relative of the family (in loco parentis).

Upon request of an employee, the City shall grant time off with pay to attend the funeral of a City worker.

ARTICLE 13 – UNIFORMS & EQUIPMENT

Between July 1st and October 1st, each employee eligible for a uniform allowance shall receive a single payment of \$400 (pre-tax) in order to purchase required clothing and shoes. The City will not offer charge accounts at retailers, so employees are responsible for ensuring they are properly equipped for work at the retailer of their choice. If employees do not spend the full amount, they will not be required to return the difference to the City.

Employees must be prepared for work with the following clothing:

- Jeans (no rips or tears)
- Work boots

Boots must be sufficient to protect from:

- Impact and compression from heavy objects
- Penetration from sharp objects
- Electrical hazards
- Slippery surfaces

The City will furnish shirts, hats, vests, gloves, and other necessary clothing at no cost to the employee.

Employees who are not prepared with the appropriate uniform will be sent home and required to take leave (paid or unpaid) until they can return with the required clothing. Employees are encouraged to budget their funds throughout the year to account for any necessary replacement. Additional funds will not be provided within the same fiscal year unless approved by management.

City-furnished safety equipment and uniform items will be provided and used exclusively on duty and shall be designated as inappropriate for off-duty wear.

The City may provide cell phone(s) (or other relevant communication devices) to its employees to ensure adequate staffing coverage for work and for general ease of communication with field staff, both on-duty and off. In so doing, any employee who is issued a cell phone or relevant device shall be responsible for and use them according to established City policy and government ethics and public records requirements. Damage to or loss of City-issued devices may result in repair or replacement costs being billed to the employee against their next paycheck.

ARTICLE 14 – EDUCATION & TRAINING

The City supports and advocates continued education and training for every employee in order to enhance job performance. The City encourages and provides training and education for employees based on the availability of funds and operational necessity and priorities education and training opportunities and City policies.

14.1 Required Education/Training. All associated costs with required and pre-approved education, training, and testing to renew or maintain required credentials of the Job Classification occupied by the employee will be paid by the City, including the Employee's wages and travel costs reimbursement in amounts consistent with City policy.

A. Any tests that are required of employees in their job description for purposes of certifications and/or career development at the request of the City shall be paid for by the City, for the first test only. Should an employee fail the required test, the employee will be requested to take the test a second time, at their own personal expense.

B. Travel time to and from an approved required education or training in excess of the regular workday (8- or 10-hours, Article 4.1 and Article 4.2.D) shall be compensated in the form of overtime wages, or compensatory time, or offset as flex time on an hour for hour basis within the same workweek, at the employee's discretion.

14.2 In-Service Training. The City encourages "in-service" training by utilizing the training skills and resources of City employees, trainers with relevant expertise, video/audio tapes, and other resources available.

14.3 Professional Conferences. The City will pay for the registration, meals, lodging and related expenses for an employee to attend pre-approved conferences directly related to the employee's job duties, subject to availability of budgeted funds with authorization by the Department Head. Travel time and time at conference constituting "hours worked" as defined by the FSLA shall be compensated in accordance with Article 14.1c of this Agreement.

14.4 Training Time Which Need Not Be Compensable. The City encourages employees to take advantage of continuing education, conferences and training activities outside of the city, which may be beneficial to the employee and their career development, job knowledge and productivity and not otherwise identified in this Article. An employee may initiate a request to attend trainings which is not sponsored, and which is not provided by the City. In the case of such an employee request, which is strictly voluntary, the employee and the city may agree to any mutually acceptable arrangement in order that the employee may attend the training. Such arrangements may consist of any combination of city paid expenses, employee paid expenses, partial expense reimbursement, partial

travel reimbursement, and treatment of hours of travel and training attendance as hours worked, leave accruals or unpaid leave or offsetting flex time, without incurring overtime expenses.

- 14.5 Higher Education Opportunities. The City encourages employees to take advantage of continuing education that is beneficial to the delivery of service and enhances an employee's knowledge and productivity. Therefore, upon City approval of a specific course of study proposed or agreed to by an employee, the City will provide reimbursement for approved training such as vocational training or programs, or college level courses, up to a maximum of six (6) credits per term, offered by accredited institutions of higher education not to exceed the per credit hour tuition-only cost of undergraduate, in-state base tuition at Oregon State University – Corvallis Campus for the academic year at the time of employee enrollment.

For approved courses or training opportunities listed above, the City will reimburse an employee for the amount of registration or tuition for courses, seminars and conferences directly related to the employee's work and conducted outside the employee's regular working hours when:

- A. The Department Head has recommended, and the City Manager approved, the reimbursement for the class prior to enrollment or participation.
- B. The funds for such expenditure are available in the current budget.
- C. The employee submits a reimbursement request including satisfactory evidence of completion of the course with a passing grade of "C" or better.
- D. The employee is not receiving reimbursement for tuition from any other source.
- E. The cost of textbooks and technical publications required for such courses shall be the responsibility of the employee, unless the purchase has been approved by the employee's supervisor and books become the property of the City. The City will not pay for any higher educational courses or training in advance.

- 14.6 Commercial Driver's License (CDL) Tuition Reimbursement Agreement. No term, condition, or privilege of employee's employment obligates the City to bear the cost or expense of employee obtaining a CDL Class C license. Notwithstanding, the City will advance the costs of tuition and certain educational expenses ("Tuition Payments") so that employee may obtain a CDL Class A license at a Department of Licensing approved training school if it is required as per the job description. The City will cover the initial tuition costs but will not be responsible for additional costs associated with retaking a test or course.

"Tuition Payments" are defined as follows:

- Tuition charged by the school;
- Books, workbooks, manuals required for the course;
- Employee wages earned during the duration of the CDL training; and
- Medical evaluation

In consideration of Tuition Payments made by the City on Employee's behalf, the employee will be responsible for all "CDL Licensing fees".

"CDL Licensing fees" include the following:

- Employment Drivers Abstract
- Knowledge Test
- Commercial Drivers Learners Permit
- Skills Test
- CDL Endorsement

The total cost impact to the employee for "CDL Licensing fees", is estimated to be \$450.00. Employees will also be responsible for the following while enrolled in CDL Training:

- Employee is responsible for their own meals. Employee will not be reimbursed for meals.
- Employee is not eligible for call-out, or stand by, while enrolled in training.

Employee agrees to reimburse "Tuition Payments" as described below:

1. If employee withdraws from school before completing the course or fails to obtain a CDL Class A license after completing School, employee agrees to reimburse the City one hundred percent (100%) of Tuition Payments made by the City on employee's behalf. Reimbursement of Tuition Payments shall be recovered by deduction from employee's subsequent wages. Such deductions shall be made each pay period, but deductions shall not exceed five percent (5%) of employee's net earnings per pay period, unless employee is separating employment in which case any remaining deduction will be taken from employee's final paycheck.

An Employee who withdraws from the school, or who is dismissed from the class for misconduct, will be subject to disciplinary action, up to and including termination. Special circumstances, such as death within the employee's immediate family, or employee medical emergencies, will be evaluated on a case-by-case basis, and a determination made relating to employee's responsibility.

2. If Employee resigns employment, or if Employee's employment is terminated for cause less than one (1) year after completing School, Employee agrees to reimburse the City one hundred percent (100%) of Tuition Payments made by the City on Employee's behalf.

3. If Employee resigns employment, or if Employee's employment is terminated for cause more than one (1) year but less than two (2) years after completing School, Employee agrees to reimburse the City seventy-five percent (75%) of Tuition Payments made by the City on Employee's behalf.
4. If Employee resigns employment, or if Employee's employment is terminated for cause more than two (2) years but less than three (3) years after completing School, Employee agrees to reimburse the City fifty percent (50%) of Tuition Payments made by the City on Employee's behalf.
5. If employee resigns employment or if employee's employment is terminated for cause more than three (3) years but less than four (4) years after completing school, employee agrees to reimburse the City twenty-five percent (25%) of Tuition Payments made by the City on Employee's behalf.
6. If Employee resigns employment or if Employee's employment is terminated for cause more than four (4) years after completing School, Employee will not be required to reimburse Tuition Payments made by the City on Employee's behalf.

Except as provided in Section 6 above, any and all reimbursement amount still outstanding upon employee's separation from employment will be deducted from employee's net earnings in employee's final pay period. If there remains a reimbursement amount after deduction from the employee's final pay period, the amount due shall be treated as a debt and the City may take action to recover the amount of the debt as allowed by law, including collection of interest and reasonable attorney fees incurred in recovering the debt.

This Tuition Reimbursement Agreement does not create an express or implied contract of employment between employee and the City and does not amend or modify the terms and conditions of employee's employment as described in the class specification for employee's position, the collective bargaining agreement covering employee's position, the City of Sweet Home Personnel Manual, or any other policies or procedures applicable to employee's employment.

In addition to the foregoing, this Tuition Reimbursement Agreement is conditioned on Employee's successful completion of Department of Transportation requirements for drug and alcohol testing and release of the Medical Officer's Report and Employment Driving Abstract to the Commercial Driver's License School, within 30 days of the class.

ARTICLE 15 – SAFETY

- 15.1 Safety & Health Committee. The City, Union, and bargaining unit employees shall jointly endeavor to provide a safe and healthy workplace insofar as practicable. There shall be established and maintained a Joint Safety and

Health Committee comprised of representatives of both the City and the Union as provided in OAR, ORS, and City Policies.

The Committee shall be comprised of no more than four representatives each from the City and the Union. Each party will select their own representatives. The safety committee will be comprised of four (4) management representatives designated by the City and one (1) bargaining unit representative from each City facility.

The City shall notify the Union President if there is poor attendance by a Union representative on the committee or if there is a vacancy.

ARTICLE 16 – FILLING OF VACANCIES

Procedures to fill job openings for positions within the Bargaining Unit shall be made on a competitive basis and include related skills and knowledge testing. Where qualifications and abilities of two bargaining unit employees competing for the same opportunity are deemed equal, as determined solely by the City in its discretion, bargaining unit seniority will generally be the determining selection factor.

Job openings and promotion or transfer opportunities shall be posted and noticed to all union members in house for two weeks and may be simultaneously advertised as the City elects. Internal applicants will be considered before consideration is given to external applicants. Internal candidates qualified by virtue of the posted job description will be afforded an interview prior to interviews of external applicants.

ARTICLE 17 – WORKING OUT OF CLASS

Qualified and properly trained employees assigned to perform essential duties and/or work tasks specific to a job classification with a higher pay range due to administrative assignment and/or crew leader absence shall receive pay at the rate for the higher class for all hours worked performing said assigned duties and/or work tasks listed in the official job description. It shall be the responsibility of the City to establish which represented employees shall be assigned the position for the duration of the absence.

Except for emergency and/or critical situations determined solely by the City, any/all assignments of employee(s) to work “Out of Class” as described above shall be provided written notice by the City prior to any work beginning in the higher classification. The written document shall, at a minimum, detail the expectations, duration, pay rate, and any potential consequences of the employee not being able to perform assignment accordingly and be signed by the Union Representative prior to the Employee’s signature and implementation.

Out of class pay shall be the beginning step of the higher classification range or five percent (5%) above the employee's regular salary (whichever is greater).

17.1 Employee-initiated out of class work: The City recognizes that employees may, from time to time, anticipate a potential operational need to have a qualified and properly trained employee be assigned “Out of Class” work for brief time periods. In such case, City encourages employees to discuss potential opportunities with City in advance for final determination and implementation if warranted. Assignments of any/all “Out of

Class” work shall be made by City in its sole discretion.

ARTICLE 18 – JOB DESCRIPTION

When a bargaining unit job description is revised and the qualifications, responsibilities and/or complexity of the job are meaningfully increased, employee(s) and the Union Council Representative shall be provided the revised position description and afforded an opportunity to bargain a salary adjustment upon request which adjustment, if any, shall be effective retroactively to the effective day of the reclassification.

ARTICLE 19 – CLASSIFICATION COMMITTEE

Reclassifications will be determined by the Classification Committee. The Classification Committee shall be composed of three (3) City representatives and three (3) union representatives.

A reclassification during the term of this agreement may be initiated by any employee or group of employees who believe that their current classification specification no longer adequately defines their duties.

The process for requesting a classification shall be:

1. The requesting employee will submit a written request to their supervisor and HR to initiate the reclassification process. This request should include the employee’s current job description and duties, the duties they believe they are performing outside of their job description, and any other supporting or relevant documents.
2. The Classification Committee will meet to review the reclassification request within thirty (30) days of the request being submitted. A consensus must be reached between the parties for a recommendation of classification. That recommendation will be sent to HR for implementation.
3. If an employee is moved into a higher job group, the employee’s step in the higher range shall be the step that provides the employee with at least a five (5) percent wage increase, but in no case shall the employee move into a new range at lower than Step two (2) or B. Wage increases are contingent upon City Council approval.
4. If the Committee finds that an employee has been performing duties outside of their classification and their supervisor has instructed them to cease those duties going forward, the employee will be entitled to back pay for up to two (2) months of at the rate of the position they would have been reclassified to.

The Classification Committee shall review all job description updates at least thirty (30) days before any change is implemented. The Committee shall review any department restructurings that affect job descriptions.

ARTICLE 20 – DISCIPLINE & DISCHARGE

20.1 Discipline and Discharge. No employee shall be disciplined or discharged except for just cause (see 19.3 for Just Cause Standards). All discipline is subject to the grievance procedure. Oral warnings, counseling or other oral communication are not to be considered discipline and shall not be included in the employee's personnel file.

If a supervisor has reason to discipline an employee, he/she shall impose such discipline in a manner that will not embarrass the employee before other employees or the public.

20.2 Investigation/Due Process. The City will initially investigate allegations related to the conduct of employees as it deems appropriate under the circumstances. Whenever discipline is reasonably foreseeable to the employee, the employee is entitled to have a Union representative present at an investigative inquiry, upon request by the employee. (Refer to Article 3.4 for terms of representation.)

If employee exercises their right to union representation at the investigative inquiry and the requested union representative is not available in a timely manner, the employee may either:

- Select an alternative union representative who can be available in a timely manner; or
- Select a bargaining unit employee to be present at the interview; or
- Agree to proceed with the interview unaccompanied by a union representative.

Unavailability of any of these union representatives or bargaining unit employees shall not cause a delay in the investigative interview.

In the event the City's initial investigation establishes that an employee may be subject to discipline greater than a written reprimand or warning, the following procedural due process shall be followed:

The employee shall be notified in writing of the charges or allegations that may subject them to discipline;

The employee shall be notified in writing of the disciplinary sanctions being considered;

The employee will be given in writing an opportunity to refute the charges or allegations and/or offer the City mitigating circumstances regarding the disciplinary sanctions being considered, either in writing or orally in a pre-disciplinary meeting at a specific date and time; and

At their request, the employee will be entitled to Union representation at the pre-disciplinary meeting. The Union representation at this pre-disciplinary meeting shall be defined as the representative present at the investigative interview (if any and applicable) and the AFSCME Council 75 Representative.

Unavailability of any of these union representatives shall not cause a delay in any grievance or disciplinary meeting.

20.3 Just Cause Standards

For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;

If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;

The City must conduct a reasonable investigation;

It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act;

The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the City's operation;

The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

When responding to misconduct that is short of egregious (very serious), the City must issue at least one level of discipline that allows the employee an opportunity to improve.

The above guidelines shall not preclude the Union or City from raising issues appropriate to defend employees or support its position in an arbitration setting.

19.4 Probationary Employees This article shall not apply to any employee on probation as defined in Article 22.5.

ARTICLE 21 – GRIEVANCE PROCEDURE

21.1 Resolution Process. The parties agree to resolve any dispute which may arise between the parties over the application, enforcement, or interpretation of this agreement as follows:

Step 1 - Within ten (10) business days of the occurrence or employee's notice of the problem, the employee, with or without Union representation, shall first bring the dispute to the attention of the employee's immediate supervisor. The supervisor and the affected employee, with or without a Union Representative, shall informally discuss the dispute and attempt to resolve it. The supervisor shall respond to the employee within five (5) business days of their discussion of the matter and if no resolution has been achieved, the employee and/or the Union shall proceed as follows:

Step 2 - If an employee is unable to resolve a dispute with an informal discussion with his/her supervisor and seeks further resolution, the employee/Union, within ten (10) business days of the supervisor's denial, shall file an official written grievance with the supervisor.

The written grievance shall contain:

- A description and date of the circumstances that led up to or are the cause for the grievance;
- A citation of the contract provisions that have allegedly been violated and a description of why the employee believes this to be true;
- The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute; and
- A description of the remedy sought for resolution of the problem.

The management team (supervisor and Department Head, if different from the supervisor) will consider the written grievance and shall meet with the employee and a Union representative within fifteen (15) business days of its submission in writing. Should the supervisor in question be a department head, another manager shall be included in the meeting. Within ten (10) business days of its meeting with the employee/Union, the management team shall render a written decision and provide same to the employee and the Union representative.

Step 3 – If the dispute remains unresolved after Step 2, then within ten (10) business days of the written decision, the employee or Union may advance the grievance in writing to the City Manager to appeal the management team's decision. Within five (5) business days of the date of the appeal meeting between the employee and/or Union and the City Manager, the City Manager shall deliver a written decision to the employee and the Union.

Step 4 – Voluntary Mediation: If the dispute remains unresolved after the City Manager provides a written decision, the parties may, by mutual written agreement within ten (10) business days from the date of the delivery of the City Manager's decision, agree to mediate the dispute using a qualified mediator.

Step 5 - If the steps used above fail to resolve the grievance and the Union decides to carry it further, the Union shall, within ten (10) business days of the City Manager's written decision, or of the last mediation session (whichever was most recent), notify the management team they are proceeding to arbitration and shall simultaneously request a list of thirteen (13) Oregon and Washington arbitrators from the Oregon Employment Relations Board.

Within fourteen (14) workdays of the receipt of the list of arbitrators, or otherwise if the parties agree, the parties will select an arbitrator from the list by alternately

striking the names. The employee/Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator. A date for arbitration must be set within twenty-one (21) days of the date of selection of the arbitrator. If not by the parties collaboratively, then by either party and the selected arbitrator jointly unless the parties otherwise agree.

The arbitrator shall have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the arbitration hearing. The arbitrator shall have no power to modify, add to or subtract from the terms of this agreement and shall be confined to interpreting and enforcing this agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Union and the City, subject to the applicable provisions of the PECBA.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving the subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The losing party pays all the arbitrator's fees and expenses.

21.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

If the grievant/Union fails to respond in a timely fashion, the grievance may be pursued to the Management Team step, but it shall not be subject to arbitration. Nothing in this section shall preclude the Union from pursuing disputes over time limits to arbitration.

If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

All references to "business days" in this Article refer to Mondays through Fridays with the exception of paid holidays as set forth in Article 10; weekends are not included. The parties may agree in writing to extend or shorten any time period specified in this Article.

ARTICLE 22 – SENIORITY

22.1 Definition. City seniority is the length of continuous service worked by an employee for the City. Bargaining unit seniority is the continuous length of time spent in the bargaining unit, and such time shall be pro-rated for part-time Employees. Departmental seniority is the length of continuous service worked by an employee in a department.

Departmental seniority shall apply in determining vacation scheduling and days off. Seniority shall be broken or terminated if an employee:

Quits;

Is discharged for just cause;

Is laid off and fails to respond to written notice as provided in this Article, Section 22.4;

Is laid off work for a period of time greater than twenty (20) months or a period of time equal to his/her seniority, whichever is shorter;

Fails to report to work at the termination of an extended leave of absence;

While on a leave of absence accepts employment without permission; or

Is retired;

Is terminated as a result of an employee's inability to return to work because of an extended illness or injury for which no reasonable accommodation is available.

22.2 Reduction in Force. If the City should reduce its work force, reduced hours of work and layoffs shall be made within each job classification on the basis of Bargaining Unit seniority, unless the City determines that a bona fide special operational need exists that requires retention of a less senior employee. The City agrees to notify employees initially impacted by such decision not less than twenty-eight (28) calendar days prior to any layoff, or the actual amount of days' notice that the City has that it must conduct a layoff or reduce hours of work but no more than twenty-eight (28) calendar days and no less than fourteen (14) calendar days. The entire bumping process outlined below, if any, regarding such layoff or reduction in hours shall be completed within this same time period.

Employees subject to layoff or reduction of hours may choose to bump to lateral or lower classifications for which they are qualified to perform the job (as determined through accepted relevant skills testing procedures chosen by the City or similar to those given to new employees for the same position) or accept layoff. Bumped employees will be placed in the lower classification's pay scale at the step closest to their prior wage. Bumping shall only occur if the employee scheduled for layoff or reduction has greater Bargaining Unit seniority. The first notified employee shall make his/her decision to bump or accept layoff within ten (10) working days after the City's notice. All subsequently bumped employees shall make his/her decision to bump or accept layoff within five (5) working days after the City's notice.

No temporary or new hire probationary employee shall be assigned work in the affected classification while there are qualified regular employees in layoff or reduced status.

22.3 Recall. Any employee covered by this Agreement who may be on a layoff or reduced hours shall be notified of any vacancy and is privileged to return to work or increased hours before any outside person is given employment, provided that such employees are

competent to fill existing vacancies (as determined through accepted testing procedures chosen by the City similar to those given to new employees for the same position), for a period of twenty (20) months from the date of layoff. An employee offered reduced hours, who chooses layoff instead, shall not have recall rights.

22.4 Notice. It shall be the responsibility of the employees laid off to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the City of acceptance within one (1) calendar week and shall report for duty within fourteen (14) calendar days of the receipt of the notification by the City, unless prevented by just cause from reporting within that time period. An employee who fails to accept re-employment at previous position when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

22.5 New Hire Employee Probation Period. Every new employee hired into the bargaining unit shall serve a probationary period of six (6) months. The Union recognizes the right of the City to discharge probationary employees for any reason, with or without cause, and any such discharge shall not constitute a violation of this contract. This provision is not intended to affect the agreement in Article 16 concerning probation for promoted or transferred employees.

In lieu of discharge at six (6) months, the City may extend an employee's probationary period in writing to both the Employee and the Union, which summarizes the City's concerns about the employee's performance and suggests ways for the employee to improve. The extension of the probationary period shall not exceed ninety (90) days, absent mutual consent between the City, Union, and employee. This extension may be revoked by the City at any time if, in its sole opinion, the employee is unable or unwilling to meet the requirements of the position. The Union recognizes that the City's decision whether or not to extend or end probation is not subject to the contractual grievance and arbitration procedure contained in this Agreement.

22.6 Seniority List The City shall, upon request, furnish to the Union an updated employee list, which shall contain the following: Bargaining Unit seniority date.

22.7 Contracting Out. The City and the Union agree to negotiate in good faith the impacts of any decision to contract or subcontract out exclusive bargaining unit work pursuant to ORS 243.698. Further the City will agree to meet and discuss any decision to contract or subcontract out work that would result in displacement of bargaining unit members, providing the Union an opportunity to submit alternative proposals. The decision as to whether or not work is ultimately contracted out shall be at the sole discretion of the City; however, no such decision shall be implemented until the City has fulfilled its obligation to bargain the impacts, concluding ninety (90) days from the date of the original notice of the Union.

22.8 Process The City will agree to notify the Union forty-five (45) days or more prior to the issuance of any RFP relating to the contracting or subcontracting out of work currently performed by bargaining unit members. Upon such receipt the Union shall have fourteen (14) days to file a demand to bargain notice with the City. The parties will make a good faith effort to meet within ten (10) days of the City's receipt of the Union's demand to bargain and if unable to do so, the City will notify the Union as to the reasons for the delay. If after thirty (30) days the parties have been unable to reach agreement, the State Conciliator of the Employment Relations Board will be contacted to request that a mediator be assigned

or a mutually agreed alternate mediator will be contacted. The parties may mutually agree to continue bargaining and forgo mediation. The cost of the mediator shall be split between the parties. The process shall conclude after ninety (90) days, pursuant to ORS 243.968. Agreement to and the following of this out-lined process by the City shall constitute full and complete satisfaction of the City's duty to bargain the issue under ORS Chapter 243.

ARTICLE 23 – STRIKES

- 23.1 No Strike. The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restrictions of work, at any location in the City during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.
- 23.2 Union Obligation In the event of employee conduct which constitutes a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct in violation of this Article, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in Section 23.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance and mediation provision of this Agreement.
- 23.3 Lockout There will be no lockout of employees in the bargaining unit by the City during the term of this Agreement.

ARTICLE 24 – PERSONNEL RECORDS

- 25.1 File. There shall be only one (1) official personnel file for each employee. Employees may inspect the contents of their official personnel file at a mutually convenient time upon request. Employees may receive a copy of their personnel file in accordance with ORS 652.750.
- 25.2 Grievances. No grievance material shall be kept in employee personnel files after the grievance has been resolved excluding any documentation of final disciplinary action imposed or any mutually agreed upon exception to contractual or other policy requirements.
- 25.3 Signature Requirement. No information reflecting critically upon employees shall be placed in their personnel files that does not bear their signature, unless

the provisions below apply. Employees shall be required to sign such material to be placed in their personnel file provided the following disclaimer is attached:

"THE EMPLOYEE'S SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT."

If an employee is not available within a reasonable period of time to sign the material, the City may place the material in the files provided a statement has been signed by two (2) City representatives that a copy of the document was mailed to the employee at their address of record. If the employee refuses to sign the material, the City may place the material in the files provided a statement has been signed and dated by two (2) City representatives, one of which must be the City Manager or Deputy City Manager, attesting to the refusal.

- 25.4 Written Responses. If employees believe that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to prepare, in writing, an explanation or opinion regarding the adverse material so long as such items are not subject to the grievance procedure contained herein. This response shall be included as part of their personnel file until the material is removed.
- 25.5 Other Inclusions. The City may, at its option, include favorable materials in an employee's file that are related to their duties. Employees shall be treated equally and requests shall not be unreasonably denied.
- 25.6 Removal. The City retains the right to determine that particular documentation in the personnel file is stale and no longer relevant, timely, or accurate, and thereafter subject to removal from the personnel file, after notice to the affected employee, upon mutual agreement. Employees may request removal of documentation of verbal reprimands after one year provided the employee has received no other discipline in the previous year, and may request removal of written reprimands after two years provided the employee has no additional discipline in the previous two years. Such requests will not be unreasonably denied. Employee evaluations are not subject to removal. Removed documentation shall be retained in a file of purged documents which thereafter shall not be referenced or relied on in discipline or qualification determinations but may be used to establish forewarning or for litigation defense.

ARTICLE 25 – SAVINGS CLAUSE

Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE 26 – TERM OF AGREEMENT

- 26.1 Term. This Agreement shall be effective on July 1, 2026, and shall remain in full force and effect until June 30, 2029.

26.2 Renewal. This Agreement shall renew automatically from year to year unless either party gives the other notice of its desire to open the Agreement for negotiations. This notice shall be given in writing, no later than January 1 of the year in which the Agreement expires.

EXHIBIT A
SALARY SCHEDULE
 July 1, 2026-June 30, 2027
 (5% COLA)

Position Title	Step A	Step B	Step C	Step D	Step E
Accounts Receivable	4458	4681	4915	5062	5213
Building Inspector	6050	6353	6671	6871	7076
Code Compliance	4490	4715	4950	5100	5251
Communications Specialist	4871	5077	5291	5510	5736
Court Clerk 1	4133	4299	4472	4653	4841
Court Clerk 2	4432	4654	4885	5031	5182
Crew Leader	5417	5639	5870	6110	6361
Crew Leader - Streets	5417	5639	5870	6110	6361
Engineering Technician 2	5646	5928	6225	6410	6602
Librarian	4852	5096	5351	5508	5674
Library Assistant	21.67	22.75	23.89	24.61	25.34
Maintenance Worker 1	3751	3939	4136	4261	4388
Mechanic	5212	5472	5747	5907	6082
Municipal Maintenance Worker	4489	4669	4858	5056	5262
Office Specialist - Building Dept.	4228	4450	4685	4825	4970
Parks Maintenance 1	4328	4505	4688	4880	5081
Permit Technician	5094	5266	5519	5747	5984
Planning Assistant	5094	5266	5519	5747	5984
Plant Operator 1	4753	4942	5141	5347	5561
Plant Operator 2	5032	5233	5466	5662	5888
Plant Operator 3	5641	5865	6099	6343	6596
PW Administrative Assistant	4852	5096	5351	5508	5674
Utility Billing Specialist	4127	4304	4486	4674	4868
Utility Billing Specialist 2	4248	4460	4683	4822	4968

EXHIBIT A
SALARY SCHEDULE
July 1, 2027-June 30, 2028
(4% COLA)

Position Title	Step A	Step B	Step C	Step D	Step E
Accounts Receivable	4637	4868	5112	5265	5422
Building Inspector	6292	6607	6937	7146	7359
Code Compliance	4669	4903	5148	5304	5461
Communications Specialist	5066	5280	5503	5731	5966
Court Clerk 1	4298	4471	4651	4839	5034
Court Clerk 2	4609	4840	5080	5232	5389
Crew Leader	5634	5864	6104	6354	6615
Crew Leader - Streets	5634	5864	6104	6354	6615
Engineering Technician 2	5872	6165	6474	6667	6866
Librarian	5046	5299	5565	5729	5901
Library Assistant	22.54	23.66	24.84	25.60	26.35
Maintenance Worker 1	3901	4096	4301	4431	4563
Mechanic	5421	5690	5977	6144	6325
Municipal Maintenance Worker	4668	4856	5053	5258	5472
Office Specialist - Building Dept.	4397	4628	4873	5018	5168
Parks Maintenance 1	4501	4685	4876	5076	5284
Permit Technician	5297	5476	5740	5977	6223
Planning Assistant	5297	5476	5740	5977	6223
Plant Operator 1	4943	5140	5346	5560	5783
Plant Operator 2	5233	5443	5685	5888	6124
Plant Operator 3	5866	6100	6343	6597	6860
PW Administrative Assistant	5046	5299	5565	5729	5901
Utility Billing Specialist	4292	4476	4665	4860	5063
Utility Billing Specialist 2	4418	4639	4870	5014	5166

EXHIBIT A
SALARY SCHEDULE
July 1, 2028-June 30, 2029
(3% COLA)

Position Title	Step A	Step B	Step C	Step D	Step E
Accounts Receivable	4776	5014	5265	5422	5584
Building Inspector	6481	6805	7146	7360	7580
Code Compliance	4809	5050	5302	5463	5625
Communications Specialist	5218	5438	5668	5903	6145
Court Clerk 1	4427	4605	4790	4984	5185
Court Clerk 2	4748	4985	5232	5389	5551
Crew Leader	5803	6040	6287	6545	6814
Crew Leader - Streets	5803	6040	6287	6545	6814
Engineering Technician 2	6048	6350	6669	6867	7072
Librarian	5198	5458	5732	5900	6078
Library Assistant	23.22	24.37	25.59	26.36	27.14
Maintenance Worker 1	4018	4219	4430	4564	4700
Mechanic	5583	5861	6156	6328	6515
Municipal Maintenance Worker	4808	5002	5204	5416	5636
Office Specialist - Building Dept.	4529	4767	5019	5168	5323
Parks Maintenance 1	4636	4825	5022	5228	5443
Permit Technician	5456	5641	5912	6156	6410
Planning Assistant	5456	5641	5912	6156	6410
Plant Operator 1	5092	5294	5507	5727	5957
Plant Operator 2	5390	5606	5856	6065	6308
Plant Operator 3	6042	6283	6534	6795	7066
PW Administrative Assistant	5198	5458	5732	5900	6078
Utility Billing Specialist	4420	4610	4805	5006	5214
Utility Billing Specialist 2	4551	4778	5016	5165	5321

CITY OF SWEET HOME

AND

AFSCME COUNCIL 75 – LOCAL 3337

(General Employees)

COLLECTIVE BARGAINING AGREEMENT

Effective July 1, 202~~6~~³ through June 30, 20~~29~~²⁶

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PREAMBLE

This agreement is entered into between the City of Sweet Home, Oregon, hereinafter referred to as the "City," and AFSCME Council 75 – Local 3337, hereinafter referred to as the "Union."

It is the intent and purpose of this agreement to assure sound and mutually beneficial working conditions and economic relations between the City and the Union, and to set forth herein the basic and full agreement between the City and the Union.

ARTICLE 1 – RECOGNITION

The bargaining unit shall consist of all employees of the City of Sweet Home who regularly work twenty (20) hours or more per week, excluding all employees in the Police Department, supervisory and confidential employees, and seasonal or temporary employees that work one hundred twenty (120) days or less. Seasonal or temporary employees shall not displace bargaining unit employees.

The Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit as provided in ORS 243.650 through .782 for the purpose of negotiations with respect to employment relations.

ARTICLE 2 – MANAGEMENT RIGHTS

Except as otherwise limited by the terms of this agreement, the City retains all of the customary, usual and exclusive rights, decision making, functions and authority connected with, or any way incident to, its statutory responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive rights and functions of the City shall include the rights:

- To direct and supervise all operations, functions, and policies of the department in which the employees in the bargaining unit are employed.
- To manage and direct the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of and assign equipment and supplies.
- To determine the need for a reduction or an increase in the work force.
- To establish, revise and implement standards for hiring, classifications, promotions, quality of work, safety, materials and equipment.
- To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
- To enforce the City's rules and regulations, and any operational procedures and guidelines.
- To discipline, suspend, demote and discharge non-probationary employees for just cause. Scheduling of disciplinary days off may be at the convenience of City operations.

- To discipline, suspend, and discharge probationary employees for any reason. Employees who are disciplined, suspended or discharged before completing this probationary period shall not have access to the grievance procedures of this agreement to protect or challenge the discipline, suspension, or discharge, or the reasons therefore.
- To control the City and department budgets.
- To take any action necessary in the event of an emergency, notwithstanding any article or limitation in this agreement.

ARTICLE 3 – UNION SECURITY

- 3.1 Representatives. The Union will select certain of its agents as Union officials and certify in writing their names to the City Manager.
- 3.2 Visits. Union Representatives, upon notification to the City Manager, will be allowed to visit the work areas of the employees during work hours; however, such visits shall not interfere with the normal flow of operations of the City or with established safety or security requirements.

The Union president shall be notified, in writing, of any new member and shall be afforded thirty (30) minutes of paid time to meet with them. Nothing shall prevent either party from invoking Article 24 of this document to discontinue this practice.

- 3.3 Business. The internal business of the Union shall normally be conducted during non-duty hours, except with the permission of the Department Head or designee.
- 3.4 Grievance Meetings & Negotiations. Subject to the operational needs of the City, the Union shall be allowed up to four (4) employees to attend scheduled contract negotiations, with no more than one (1) person from any work area. This work area limitation shall not apply to the local Union president. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings.

The Union shall be allowed employee representatives to attend grievance meetings equal to the number of City representatives. Employees selected shall suffer no loss of pay or other benefits as a result of their attendance at such meetings. The Union shall certify in writing the names of officers and stewards that would attend such meetings.

- 3.5 Meetings. The Union will be permitted the use of City facilities without charge to hold membership meetings to the same extent as the public use of facilities and subject to availability and in accordance with Oregon State law.
- 3.6 Bulletin Boards. Bulletin board space shall be provided to the Union for the posting of meeting notices and other information of interest to its members. Such materials shall be signed and dated by the official responsible for its posting and shall not be derogatory or inflammatory in nature.

- 3.7 Dues. The City agrees to deduct the uniformly required Union membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing provided that the City is furnished with written evidence of the employee's consent and authorization for such wage deductions.
- 3.8 Hold Harmless. The Union will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of any action taken pursuant to the provisions of this article. In the event that any part of this article should be declared invalid by law or that the monthly service fee should be ordered reimbursed to any nonmember, the Union and its members shall be solely responsible for reimbursement. Otherwise, the Union and the City shall coordinate to correct dues collection errors, payroll errors, including the erroneous over/under payment of wages or reimbursements and to facilitate payments and adjustments which are determined warranted within thirty (30) days of notification of such error.

ARTICLE 4 – HOURS OF WORK & OVERTIME

- 4.1 Workweek & Workday. The normal workweek shall begin on Sunday at 12:00 AM and end on Saturday at 11:59 PM. The normal work schedule for "full-time" employees shall be made up of five (5) consecutive eight (8) hour workdays or four (4) consecutive ten (10) hour workdays. Should the City determine there is an operational need for alternative work schedules, staffing for alternative work schedules will be filled based on operational needs and employee preferences in order of classification seniority. The City will give the Union at least fourteen (14) days of notice prior to changing to an alternative work schedule, and the Union may file a demand to bargain such change to the extent required (if any) and as provided by the [Public Employee Collective Bargaining Act \(PECBA\)](#).
- 4.2 Scheduled Workdays/Work Hours.
- A. Work Shift. All employees shall be scheduled to work on a regular shift and each shift shall have regular starting and quitting times except for emergency situations. The City's desire to avoid overtime, by itself, does not create an emergency situation.
- B. Workday – Changes in Work Schedules. The City shall provide [written](#) notice to [affected](#) employees ~~affected~~ and to the Union President at least five (5) business days ~~(excluding weekends) in advance notice, except in an emergency as determined by the City,~~ of changes in scheduled workdays ~~or~~ work shifts, [excluding weekends, except in emergencies as determined by the City.](#)
- [If the required written notice is not provided, each affected employee shall be paid at the overtime rate for the first shift worked under the changed schedule. This overtime requirement shall not apply when:](#)

- The schedule change is deemed by the City to be necessary due to an emergency; or
- An employee provides five (5) or fewer business days' notice, excluding weekends, that they will be unable to work as scheduled.

In such cases, the City may adjust other employees' schedules to provide coverage with whatever notice is feasible under the circumstances, including through flex scheduling. ~~In the event notice is required and is not provided within five (5) business days (excluding weekends), the affected employee(s) first shift shall be paid at the overtime rate for their respective position, except when such change is necessitated by an emergency as determined by the City or when an Employee is asked to work in place of an Employee who has given five (5) or less business days of notice (excluding weekends), that they will not be able to work as scheduled, other employees' work schedules may be adjusted to provide coverage with whatever notice is feasible under the circumstances and with the option for flex scheduling.~~

B.C. Flex Scheduling. Requests by employees for work schedules other than their normal schedule and flex time variations to the normal week will be considered based on operational and staffing needs by the City and employees in a spirit of cooperation and will not be unreasonably denied. Flex time arrangements will adhere to the following:

1. The option to flex hours is voluntary, except under the circumstances in 4.24(B);
2. When the employee and supervisor agree, the supervisor and the employee will identify the day(s) and hours flexed off during the workweek, if any, or the hours to be accrued as compensatory time, if any;
3. The hours actually worked on each day shall be noted accurately on the time sheet or in the payroll system; and,
4. In no case shall flex time be applied to avoid compensation at the overtime rate for hours worked in excess of forty (40) in a workweek, except under the circumstances in 4.24(B).

The consequences of flex time arrangements are that daily overtime hours worked in excess of the regularly scheduled hours on a specific workday will not be paid at the overtime rate or accrued as compensatory time at the overtime rate and no premiums will be paid for changes made in accordance with this flex time arrangement.

G.D. Special Events. The City may schedule with at least fourteen (14) days' notice overtime required to support a community event permitted by

the City and sponsored by an independent organization. The City may schedule employees to support a City-sponsored civic event and alter the scheduled workdays of the workweek with at least fourteen (14) days' notice.

- 4.3 Rest & Meal Periods. Each employee on each eight (8) hour shift shall receive a minimum of one half (1/2) hour unpaid lunch break and two 15-minute paid breaks per eight (8) hour shift. Employees assigned ten (10) hour shifts shall receive two (2) 15-minute paid breaks and a one-half (1/2) hour unpaid meal break contiguous with a 15-minute paid rest break, unless otherwise mutually agreed upon with the Department Head. Any employee who is required to remain at work in excess of their regularly scheduled work shift three (3) consecutive hours or more in an eight (8) hour shift (or two (2) consecutive hours or more on a ten (10) hour shift) may have nourishment provided by the City upon employee request.
- 4.4 Overtime. All actual work performed by a full-time employee in excess of their regularly ~~work-scheduled shift and/or 40 hours in the week as identified in Article 4.1 above,~~ shall be compensated through the payment of overtime pay at the rate of time and one-half pay or compensatory time at the same rate. All overtime shall be rounded to the next highest one-quarter hour. Vacation, sick leave, and/or holiday hours shall not be included in any overtime calculation unless otherwise indicated in this Agreement.

Part time employees shall be paid at the overtime rate only for hours worked in excess of ten (10) hours per work day or eight (8) hours per day for unscheduled shifts.

- 4.5 Form of Compensation. Employees will be granted their choice of compensatory time off for overtime or receive pay at the rate of time and one half (1.5). Compensatory time is accrued at the end of the payroll period at the 1.5 overtime rate. The combined accruals of compensatory time accrued for overtime hours worked and "on-call in lieu" accruals described in Article ~~4.7~~ 4.8 of this agreement shall not exceed one hundred ~~and twenty (10020)~~ hours. Any accrual beyond one hundred ~~and twenty (10020)~~ hours shall be paid. Compensatory time used shall be scheduled with and approved by the Department Head or a designee.
- 4.6 Callback Premium. Callback to work from off-duty status will be compensated by payment or compensatory time off, at the overtime rate of time and one-half, for a minimum of two (2) hours ~~at the overtime rate of pay~~ as a callback premium. ~~If~~ Employees called back to work ~~may be~~ are required to remain on duty in order to accomplish necessary work. ~~s~~Such additional time ~~including the callback premium may~~ shall also be compensated at the overtime rate of time and one-half, in the form of payment or as -compensatory time off, as ~~described~~ provided in this Agreement. Callback premium does not apply when an employee is held over at the end of a shift.

4.7 No Pyramiding. In no event shall compensation be received twice for the same hours.

4.8 On Call. Employees required to be "on-call" are deemed waiting to be engaged and therefore on call time is not "hours worked" for overtime computation purposes. During periods of compensated on-call, the employee shall remain within a 45-minute response area of the City, and available to call by cell phone. Employees assigned by the City to on call status will earn one (1) hour for every ~~twelve~~^{ten} (10²) hours assigned to be paid as on-call premium computed based on the employee's base rate of pay and paid in addition to wages earned in the payroll period, or accrued and posted to a separate "on call in lieu back," as the employee may elect. The City will distribute on call assignments equitably among the employees in eligible job classifications who the City determines qualified. City eligibility criteria will be determined based on operational and anticipated emergency needs and requirements.

Employees' timesheets shall reflect the employee's election to be paid or accrue on call in-lieu time, which shall be posted and taken off work at the straight time rate. Ability to earn and accrue on-call in-lieu time is subject to the compensatory time cap which limits the combined total of on-call and comp time accrual of hours.

Employees who elect to sick leave shall not be eligible for on call scheduling or compensation for any hours adjacent to those leave hours. Employees scheduled to be on call who elect to utilize sick leave within 24 hours of their scheduled on call time shall forfeit any on call compensation and shall not be considered on call for business operation purposes.

On call compensation shall not be awarded in violation of Article 4.7 of this agreement; hours worked by an employee called in while on call shall be deducted from the total on call hours.

4.9 Part-Time. Employees that work less than forty (40) hours but twenty (20) hours or more per week shall be defined as part-time employees and shall receive benefits as outlined in this Agreement. Occasional workweeks of over 20 hours ~~shall~~^{will} not constitute a change in status from part-time to full-time.

4.10 Management Requests. The City agrees that when an employee is contacted by management for purposes of conducting city business, specific to the scope of an employee's regular work duties and outside of the employee's regular work schedule, the employee will be compensated a minimum of one half (.5) hour of their regular rate of pay and shall not be considered time worked for purposes of calculating overtime. This compensation shall be in the form of cash, compensatory time, or flex time and shall be the employee's choice. Calls that are too trivial to merit consideration (de minimis) limited in duration and frequency, shall not be compensable, i.e., asking for location of vehicle keys.

ARTICLE 5 – MILEAGE & PER DIEM

- 5.1 Vehicle Use & Mileage. To perform duties or conduct City business, employees shall use a City vehicle. When a City vehicle is not available or, upon the request of an employee and at the City's sole discretion, an employee may use his or her own vehicle. The City shall pay employees at the current established Internal Revenue Service (IRS) rate per mile when the employee is required to use a personally owned vehicle to perform their duties or to conduct City business or to travel in connection with City business or required training. All vehicle use will be per city policy.

- 5.2 Meal Per Diem. Employees may receive meal reimbursements if conducting City business at a location more than 45 minutes outside City limits as approved by the City Manager's Office or designee. Meal reimbursements shall be:

Breakfast \$~~15~~⁹.00 if gone from the City before 6:00 AM.

If the establishment offers breakfast, then breakfast is not reimbursable per City policy.

Lunch \$~~20~~¹⁵.00 if gone from the City between 11:00 AM and 3:00 PM.

Dinner \$~~3~~²0.00 if gone from the City after 6:00 PM.

The mMaximum allowable per diem shall be \$65.00 total.

~~Or \$45 total — where trip is a full day for meals or actuals — whichever is~~

~~less~~ Employees shall be required to provide an agenda, itinerary, or other documentation showing whether meals are provided; if meals are included as part of any programming related to the reason for employee travel, those meals shall not be eligible for per diem reimbursement.

Meal reimbursements are taxable unless an employee is away from their home overnight on official City business in accordance with IRC section 162(a)(2).

When travel and/or training schedules require, the City will pay for actual costs of lodging at an approved place of lodging.

ARTICLE 6 – COMPENSATION

- 6.1. Cost of Living Adjustments. Effective July 1, 202~~6~~³ through June 30, 202~~7~~⁴, salary schedules shall be adjusted 5%.
Effective July 1, 202~~7~~⁴ through June 30, 202~~8~~⁵, salary schedules shall be adjusted 4%.

Effective July 1, 202~~8~~⁵ through June 30, 202~~9~~⁶, salary schedules shall be adjusted 3%. The salary schedules are attached as Exhibit A to this agreement.

- 6.2. Classification Adjustment. In September of 202~~8~~⁵ the parties ~~shall~~^{will} convene a classification adjustment committee consisting of three union representatives, one of whom may be the AFSCME staff representative and three representatives from the employer. The purpose of the committee will be to conduct a base wage comparison of each classification in the comparable cities selected by the City Council: Philomath, Stayton, Sweet Home, Independence, ~~Molalla~~^{Lebanon}, and Monmouth. The City ~~shall~~^{will} then ~~in~~^{an} adjust pay ranges so that the mid-point of all ranges falling below the mid-point of the average of comparable cities will be no less than 95% of the mid-point range of the comparable jurisdictions as of September 202~~8~~⁵. The results of the committee work ~~shall~~^{to} be ~~implemented~~^{effective} January 1, 202~~9~~⁶.
- 6.3. Compensation. If ~~any~~^{the} City levies in effect at the time of approval of this agreement and affecting bargaining unit employees fail to pass during the term of this agreement, after all available election dates prior to the start of the upcoming fiscal year, this Article may be re-opened by either party for negotiations upon delivery of written notice to the other party.
- 6.4. Promotions. When an employee is promoted, they shall be placed on a step in the higher classification range that equals a pay increase of at least three percent (3%).
- 6.5. Schedule Movement. Upon satisfactory completion of the probationary period, employees who are hired at Step A are eligible to receive a step increase (not subject to the grievance procedure outlined in Article 21).

Employees will generally be eligible for step increase on their position anniversary date, until reaching the top step. Step increases will be granted based on satisfactory performance, including fulfillment of all minimum job requirements with time-based requirements such as achievement of required certifications. In the event a step increase is denied, the employee may protest the action through the grievance procedure. For positions where it is not possible to achieve a required certification within the standard six-month probationary period, the employee shall be eligible for a step increase upon favorable performance review at six months but shall remain on probation until the certification is achieved. If the employee does not obtain the required certification by 18 months of employment, it shall constitute an automatic resignation by the employee.

All employees currently employed at the adoption of this agreement shall be subject to a review of their required certifications according to their job descriptions; if any such employees fail to obtain required certifications within six months of the adoption date (City Council approval) of this agreement, it shall constitute an automatic resignation by the employee.

Step increases as determined by evaluations by the Department Head and approved by the City Manager may supersede typical schedule movement as set forth above.

- 6.6. Longevity Pay. City employees who have completed ~~ten (10)~~⁸ years of

continuous employment with the City will receive an additional two percent (2%) "Longevity Pay" increase above the Step "E" pay scale. City employees currently employed at the time of the City Council approval of this contract shall be eligible for two percent (2%) "Longevity Pay" at eight (8) years of continuous service and shall not receive an additional 2% at 10 years of continuous service. City employees who have completed 15 years of continuous employment with the City will receive an additional two percent (2%) "Longevity Pay" increase above the Step "E" pay scale. This pay is subject to all the provisions of Article 6.54, Schedule Movement. Employees already receiving Longevity Pay upon approval of this contract with less than ten (10) years of service shall be considered grandfathered in and continue to receive Longevity Pay.

6.7. Certification Pay. Certification Pay shall be paid only to employees when their current Job Classification requires the certification and is part of the Job Description. Employees receiving Certification Pay outside of their current Job Classification at the time of approval of this agreement shall no longer be eligible to continue receiving said Certification Pay. Percentages are individually calculated on the base rate of pay.

Public Works employees ~~assigned to perform water distribution and/or wastewater/storm water collection duties and/or Streets/Facilities Maintenance~~ will be eligible effective July 1, 2026 to receive Certification Pay as follows, provided that the certification is relevant to their standard duties as described in their position description:

Upon acquiring a ORDEQ or OHD Level 1 Certification – two percent (2%) of the employee's current step base rate of pay.

Upon acquiring a ORDEQ or OHD Level 2 Certification – three percent (3%) of the employee's current step base rate of pay. – In lieu of (not cumulative with) Level 1 Certification pay.

Upon acquiring a ORDEQ or OHD Level 3 Certification – four percent (4%) of the employee's current step base rate of pay – in lieu of (not cumulative with) Level 2 Certification pay.

Upon acquiring a ORDEQ or OHD Level 4 Certification – five percent (5%) of the employee's current step base rate of pay – in lieu of (not cumulative with) Level 3 Certification pay.

Upon acquiring a ODOT Roads Scholar Program Level 1 Certification – two percent (2%) of the employee's current step base rate of pay.

Upon acquiring a ODOT Roads Scholar Program Level 2 Certification – three percent (3%) of the employee's current step base rate of pay – in lieu of (not cumulative with) Level 1 Certification pay.

Upon becoming a Commercial Drivers License trainer – two percent (2%) of the employee's current step base rate of pay.

Upon acquiring a Certified Playground Safety Inspector certification – five (5%) of the employee's current step base rate of pay.

Upon acquiring a Backflow Assembly Tester certification – one (1%) of the employee's current step base rate of pay.

Upon acquiring a Cross Connection Specialist certification – one (1%) of the employee's current step base rate of pay.

A Public Works employee who obtains the Oregon Department of Agriculture pesticide public applicator license and one additional endorsement will be paid three percent (3%) of the employee's current step base rate of pay, which shall be paid only to employees regularly assigned to perform pesticide application work as per their job description. Employees will be paid an additional one percent (1%) for each additional endorsement they obtain.

ODOT Roads Scholar Program certification pay shall be cumulative with ORDEQ or OHD certification pay ~~up to a maximum of eight percent (8%) of base pay.~~

Crew Leaders are eligible for Direct Responsibility Charge (DRC) pay upon earning the appropriate qualification in Water Distribution or Wastewater Collection as determined by OHA or DEQ and will be paid as one percent (1%) of the Crew Leader's current base rate of pay.

Upon acquiring a Mechanic ASE certification – three percent (3%) of the employee's current base rate of pay.

All certifications shall be cumulative, up to a maximum of eight percent (8%) of base pay.

Employees holding ORDEQ or OHD certifications outside their current position description shall be eligible for one percent (1%) of the employee's current step base rate of pay for each additional certification held. This additional certification pay shall be cumulative with other certification pay, up to a maximum of eight percent (8%) of base pay.

Employees become eligible for certification pay upon providing the respective state issued certificate to the Public Works Director. The employee will receive their certification pay beginning the pay period immediately following the month the certificate is provided to the Department Head. Certifications must be kept current and in good standing in order to continue receiving certification pay and may be subject to verification at the request of management. Employees may earn multiple certification premiums up to a maximum of eight percent (8%) of base pay.

Nothing in this section is intended to affect the agreements concerning who bears

the costs of acquiring initial credentials required for job classifications set forth in Article 14.

ARTICLE 7 – HEALTH & WELFARE

- 7.1 Benefits Provided. The City will provide the CIS Copay Plan B with a \$500 deductible to employees with a 95% contribution toward insurance premium for medical, dental, and vision benefits for employees and their dependents for the term of this contract.

The City will extend to eligible part-time employees the same medical, dental, and vision benefits as offered to full-time employees and their dependents. This benefit will be pro-rated for part-time employees based on the gross number of hours paid each month and will be provided so long as the part-time employees make up the difference of the benefit cost.

- 7.2 Changes to Health Benefits. If, during the term of this agreement the City contemplates changing health plan carriers, or making a significant change in plan design of the current plan, the Union may request, and shall be granted, the opportunity to participate in a joint Labor Management Committee (composed of three employees from the bargaining unit, the City Manager, the Finance Director (or designee), and an AFSCME representative (as an observer) to evaluate other insurance options, select a plan, and address cost sharing issues for insurance coverage.

If no agreement is reached, the union's participation in the Labor Management Committee shall not constitute a waiver of the Union's right to demand to bargain the impact of health plan changes made by the employer.

ARTICLE 8 – VACATIONS

- 8.1 Accrual. All full-time employees of the City of Sweet Home will be entitled to and encouraged to take vacation with pay during each year of employment. New employees shall be granted 24 hours of vacation upon hire. The accrual schedule shall be as follows:

- Hire date to 3 months = 0 hours. The initial bank of 24 hours may be used.
- 3+ months to 4 years 11 months = 96 hours, with the first year pro-rated to being accrual up to 96 hours after 3 months of employment. Accumulated at the rate of 8 hours per month.
- 5 years to 9 years 11 months = 120 hours. Accumulated at the rate of 10 hours per month.
- 10 years to 14 years 11 months = 144 hours. Accumulated at the rate of 12 hours per month.

~~45~~ years plus = 144 hours per year plus eight (8) hours for each year of continuous service in excess of 15 years.

- 8.2 Maximum Accrual. An employee with fourteen (14) years eleven (11) months and less of continuous service may not accumulate vacation leave in excess of ~~200~~190 hours.

An employee with fifteen (15) years or more of continuous service may not accumulate vacation leave in excess of ~~240~~230 hours.

Accrual balances ~~shall~~will be reported on the employee's monthly pay stub so they can monitor its usage. In the event a scheduled vacation scheduled in accordance with Article 8.3 Scheduling is canceled, the affected employee may continue to accrue vacation in excess of the cap to a temporary cap limitation increased by the number of canceled, scheduled vacation hours. Such adjusted cap shall expire ~~twelve (12)~~six (6) months from the month in which the vacation was canceled if they exceed the maximum limit because of the cancellation of the vacation. If this occurs, the Department Head, with the mutual agreement with the employee, shall schedule the employee time off to keep them under the maximum accrual.

- 8.3 Scheduling. Scheduling of vacations shall be approved by the Department Head or a designee. Vacation periods granted shall have due consideration given to minimum interference with City business and departmental seniority and City policies.

If the employee chooses more than one vacation period, they may not exercise seniority of choice of the second, third, etc., vacation periods until all employees with less seniority in the department have exercised their seniority in a similar manner.

Vacation may be used in minimum segments of one-quarter (1/4) hour.

- 8.4 Part-Time Employees. Accrued vacation of a full-time employee shall not be canceled in any manner by the City if said employee becomes a part-time employee. The employee shall retain all earned vacation and shall be entitled to use the full amount earned.

Part-time employees, as defined in article 4.8, ~~shall~~will accrue vacation on a pro-rated basis based on their regularly scheduled shift hours.

- 8.5 New Employees. New employees shall ~~accumulate vacation leave from date of hire; receive a vacation leave bank of 24 hours upon hire. They shall accumulate vacation leave 90 days from date of hire and are eligible to utilize vacation hours at time of hire.~~

- 8.6 Vacation Cash Out. Full-time ~~and part-time~~ employees may cash out up to 40 hours of accrued vacation hours when they schedule at least a forty (~~40~~20) hour vacation ~~and part time employees may cash out up to 20 hours of accrued vacation hours when they schedule at least a twenty (20) hour vacation~~ in accordance with Section 8.3 above. The cash out payment will be made the payday preceding the employee's scheduled vacation. This payment may only occur once every fiscal year.

- 8.7 Revocation of Approved Vacation Leave. Prior to a revocation of an approved vacation leave, the City shall meet with the employee to discuss potential financial impacts of the revocation.

ARTICLE 9 – RETIREMENT

- 9.1 Retirement Contribution. The City shall, in accordance with the ~~ICMA~~ MissionSquare retirement plan documents and rules (as of 1/1/2026), contribute on behalf of eligible employees, twelve percent (12%) of salary contributed to the ~~ICMA–MissionSquare~~ Retirement Corporation Money Purchase Plan in accordance with the terms of the plan.
- 9.2 Deferred Compensation. Eligible employees may participate in the City's deferred compensation programs section 457 plan administered by ~~MissionSquare~~ICMA.
- 9.3 Vesting Schedule. All represented employees shall be vested at fifty percent (50%) after completion of one (1) year of service; seventy-five percent (75%) after completion of ~~threetwo~~ (32) years of service; and one hundred percent (100%) after completion of ~~three-five~~ (53) years of service.
- 9.4 Reduction in Force Benefits. Full-time employees reduced to part-time status due to the City's reduction in force shall receive a City contribution toward retirement on a pro-rata basis based on their regularly scheduled hours.
- 9.5 Probationary Period for Benefits. Benefits are not provided under the article until after six (6) months of employment with the City.

ARTICLE 10 – HOLIDAYS

- 10.1 Designated Holidays. The following paid holidays will be recognized at observed by the dates so recognized and approved by the City:

New Year's Day	Presidents' Day
Memorial Day	Labor Day
Independence Day	Veterans Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	

(2) Employee personal holidays (to be accrued and used as per Article 10.4)

- 10.2 Holiday Pay. Except for continuous operation employees, full-time employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever a holiday shall fall on ~~Sunday, the employee's next regularly scheduled workday shall be observed as a holiday except for~~

~~employees in continuous operation. When a holiday falls on a Sunday, the employee's next regularly scheduled workday shall be observed as a holiday except for employees in continuous operation. When a holiday falls on a regularly scheduled day off, the employee shall observe the holiday on that day which is nearest to the last regularly scheduled workday for the employee.~~ City management shall have the discretion to choose an alternate day on which the holiday shall be observed by the employee on a workday adjacent to the holiday, or to allow the employee to bank the equivalent of a full shift of work in Personal Holiday time (in addition to Article 10.4).

Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave.

- 10.3 Holiday Work. Employees who work on an observed holiday may elect to receive the holiday pay in addition to time and one-half for all hours worked that day or schedule a different day off with pay in accordance with staffing needs as determined by the City.

Compensation received under this section shall not be pyramided with any other form of compensation.

- 10.4 Personal Holiday. Full-time employees will receive two (2) personal holidays (hours equal to 2 shifts) with pay at the employee's regular rate of pay.

ARTICLE 11 – SICK LEAVE

1. Accrual. Full-time employees working an eight (8) hour a day shift will accrue sick leave at the rate of eight (8) hours per month, and full-time employees working a ten (10) hour a day shift will accrue sick leave at the rate of ten (10) hours per month, beginning with the employee's date of hire. Employees who work less than full-time will accrue a pro-rated amount of sick leave. Sick leave may be used after completing one (1) month of employment from the employee's initial date of hire.
2. Sick Leave Incentive. An employee may cash out a maximum of 40 hours of unused sick leave each fiscal year, as long as they maintain a minimum of 100 hours of unused sick leave on the books.
3. Vacation Leave Donation. Employees may donate vacation to be used by co-workers as sick leave. The recipient shall have exhausted all but twenty-four (24) hours of accrued leave and is off work due to catastrophic or chronic illness, hospitalization, operation, or accident, or is off work for an immediate family member needing care for the same type of medical condition. The donor must maintain forty (40) hours of vacation time to be eligible to donate. Donations shall be administrated as described in City policy as of 1/1/2020.

4. Utilization. Employees are eligible for sick leave as defined by law, including but not limited to:

- A. For the diagnosis, care, or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury, or health condition, and includes preventative medical care such as prenatal visits and routine medical and dental visits;

~~1. "Family member" means the eligible employee's grandparent, grandchild, spouse, or Oregon registered same-gender domestic partner and the domestic partner's child, sibling, or parent; the employee's stepchild, parent-in-law, or person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological adoptive or foster parent, sibling, sibling-in-law, or child.~~

- B. If the employee or the employee's minor child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking as defined by Oregon law (ORS 659A.272) and required leave for any of the purposes in that law;
- C. If the employee's place of business is closed or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency;
- D. To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official of a licensed health care provider who is primarily responsible for providing health care to the family members;
- E. If the City is required by law to exclude the employee from work for health reasons; or
- F. For any purpose allowed by the Oregon Family Leave Act, including bereavement.

~~F. For purposes of this clause, "family member" shall mean the eligible employee's grandparent, grandchild, spouse, or Oregon-registered same-gender domestic partner and the domestic partner's child, sibling, or parent; the employee's stepchild, parent-in-law, or person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological adoptive or foster parent, sibling, sibling-in-law, or child; or any other person defined under ORS 657B.010(19).~~

5. Utilization upon Death, Retirement, or Layoff. Sick leave is provided to the employee, by the City, in a nature of insurance against the loss of income due to an illness or injury. (As such, the accumulated balance is the property of the City.)

The following benefit applies to the first 960 hours in an Employee's sick leave bank (any additional unused sick leave hours are lost):

- A. Upon an employee's death: Fifty percent (50%) of unused sick leave shall be paid to the employee's estate upon the employee's death.
 - B. Upon an employee's retirement: A portion of the value of accrued and unused sick leave at retirement, unless the employee is facing discharge, computed by the employee's base wage rate, as specified below. To be eligible for this retirement benefit, the employee shall have met the continuous service years requirement listed below or attained age 55, whichever is less:
 - Completion of 20 years continuous City service: 30%
 - Completion of 25 years continuous City service: 40%
 - Completion of 30 years continuous City service: 50%
 - C. Upon an employee's layoff: In the event an employee is laid off by the City, the employee shall have one of the following options:
 - 1. Receive thirty percent (30%) of unused sick leave in a cash payment at the time of layoff at the employee's regular rate of pay which shall result in a zero sick leave balance; or
 - 2. Leave one hundred percent (100%) of unused sick leave accrual for the length of the recall period under Article 22~~4~~.3, which would only be available to the employee in the event of recall.
6. Workers' Compensation. Employees are insured under provisions of the Oregon State Workers' Compensation Act for injuries and illnesses incurred and/or received while in the employ of the City.
- A. During periods of workers' compensation related time loss, the injured employee will continue to accrue seniority and shall be eligible for other benefits of this agreement related to sick leave, short-term disability, and long-term disability, ~~if any, in accordance with DTD and LTD plan documents.~~
 - B. When an employee must take a leave due to a job-related disability, they will receive time loss benefits from the City's worker compensation insurer. The time loss benefit is computed by the workers' compensation insurer, based upon annualized earnings (base wage plus premiums, incentives and overtime) defined by law, which is paid during the time loss eligibility period.
 - C. In addition to the statutory workers' compensation benefit paid by the insurer, an employee may elect to receive monthly sick leave payments charged to sick leave or other earned leave as hereinafter described to make up the difference, if any, between the time loss payment from the workers' compensation insurer and the employees net regular salary.
 - D. Under no circumstances may an employee use accrued paid leave to exceed the employee's net regular salary. An employee may notify the City that the employee does not want the leave charged against accrued leave and the employee will remain in time loss and/or other appropriate protected leave status.

- E. While the employee is out on worker's compensation, the employee shall be entitled to accrue full holiday, vacation, sick leave, and other leave accruals they would otherwise earn and be eligible for if the employee was working the full month.
7. Misuse. The parties recognize that the ability to attend work regularly and reliably is an essential job function. Misuse of sick leave is grounds for disciplinary action up to and including discharge.
8. Medical Verification. The City may, as allowed by law, require the employee to provide verification from a health care provider of the need for the sick time, or verification whether an employee is able to safely perform the duties of their certifications that are not covered by the insurance provided to employees under Article 7. In the event that an employee uses unpaid leave as provided by FMLA or OFLA, medical verification may be required and obtained in accordance with law.

ARTICLE 12 – LEAVES OF ABSENCE

- 12.1 Leaves of Absence Without Pay – Criteria & Procedure. The City will consider a written application for leave of absence without pay not to exceed 180 calendar days. The City may terminate or cancel such leave by thirty (30) days written notice mailed to the address given by the employee on their written application for such leave. Such leave shall not be approved for an employee for the purpose of accepting employment outside the service of the City; and notice that the employee has accepted permanent employment or entered into full-time business or occupation may be accepted by the City as a resignation.

Any employee who is granted a leave of absence without pay under this section and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned their position with the City and their position shall be declared vacant; unless the employee prior to expiration of their leave of absence or prior to the termination date has furnished evidence that their is unable to work by reason of sickness, physical disability, or other legitimate reason beyond their control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the department. Employees returning to work from a leave of absence shall be returned to a position in accordance with provisions of 224.3 – Recall.

- 12.2 Jury Duty. Employees shall be granted leave with full pay whenever they are required to report for jury duty and shall pay the City all remuneration as a juror except for travel and mileage expense reimbursements.

12.3 Military Leave. Military leave shall be granted in accordance with Oregon and Federal law.

12.4 Family and Medical Leave. Family and medical leave shall be granted as provided by law and City policy which shall be consistent with Oregon and federal family and medical leave laws.

12.5 Inclement Weather Closure. In the event inclement or hazardous conditions which, in the judgement of the City, require the closing of offices or facilities prior to the beginning of the normal work shift or a delayed opening of the offices the Employer will publish an announcement by posting on the City's website and social media and attempting to contact each employee via text message or by phone.

Employees may request and the City may grant the use of vacation leave, personal holiday time, leave without pay, or utilization of flex time (in accordance with flex time language in the contract) to cover time lost under these situations.

When in the judgement of the City, inclement or hazardous conditions require the closing offices or facilities prior to the beginning of the normal work shift, employees who report to work prior to the decision to close the office of facility shall be paid for the remainder of the shift.

If an employee chooses to remain home during an inclement weather event and the City offices are open, the employee will be required to use accrued vacation leave or personal holiday for any hours absent or may elect leave without pay during any hours of work missed.

Use of sick leave is not permitted for absence due to inclement weather or other City office closure.

An employee may, with the Department Head's permission, make up lost time due to inclement weather by working additional hours within the said pay period, provided that such adjusted work schedule does not result in additional overtime payments.

12.6 Compassionate Leave. In the event of a death ~~in the immediate of a~~ family ~~member~~ of an employee, the City shall grant a maximum of five (5) days off with pay per occurrence. ~~Immediate f~~Family ~~member~~ shall be ~~any person defined within FMLA and/or OFLA expectations as a qualifying "family member" defined by Article 11.4 of this agreement or ORS 657B.010(19).~~ including the following: spouse, parent, child, siblings, grandparent, step parent, stepchild, father-in-law, mother- in-law, brother-in-law, sister-in-law, grandchild, or any other dependent relative of the family (in loco parentis).

Upon request of an employee, the City shall grant time off with pay to attend the funeral of a City worker.

ARTICLE 13 – UNIFORMS & EQUIPMENT

Between July 1st and October 1st, each employee eligible for a uniform allowance shall receive a single payment of \$400 (pre-tax) in order to purchase required clothing and shoes. The City will not offer charge accounts at retailers, so employees are responsible for ensuring they are properly equipped for work at the retailer of their choice. If employees do not spend the full amount, they will not be required to return the difference to the City.

Employees must be prepared for work with the following clothing:

- Jeans (no rips or tears)
- Work boots

Boots must be sufficient to protect from:

- Impact and compression from heavy objects
- Penetration from sharp objects
- Electrical hazards
- Slippery surfaces

The City will furnish shirts, hats, vests, gloves, and other necessary clothing at no cost to the employee.

Employees who are not prepared with the appropriate uniform will be sent home and required to take leave (paid or unpaid) until they can return with the required clothing. Employees are encouraged to budget their funds throughout the year to account for any necessary replacement. Additional funds will not be provided within the same fiscal year unless approved by management.

City-furnished safety equipment and uniform items will be provided and used exclusively on duty and shall be designated as inappropriate for off-duty wear.

The City may provide cell phone(s) (or other relevant communication devices) to its employees to ensure adequate staffing coverage for work and for general ease of communication with field staff, both on-duty and off. In so doing, any employee who is issued a cell phone or relevant device shall be responsible for and use them according to established City policy and government ethics and public records requirements. Damage to or loss of City-issued devices may result in repair or replacement costs being billed to the employee against their next paycheck.

ARTICLE 14 – EDUCATION & TRAINING

The City supports and advocates continued education and training for every employee in order to enhance job performance. The City encourages and provides training and education for employees based on the availability of funds and operational necessity and priorities education and training opportunities and City policies.

- 14.1 Required Education/Training. All associated costs with required and pre-approved education, training, and testing to renew or maintain required credentials of the Job Classification occupied by the employee will be paid by the City, including the Employee's wages and travel costs reimbursement in amounts consistent with City policy.
- A. Any tests that are required of employees in their job description for purposes of certifications and/or career development at the request of the City shall be paid for by the City, for the first test only. Should an employee fail the required test, the employee will be requested to take the test a second time, at their own personal expense.
 - B. Travel time to and from an approved required education or training in excess of the regular workday (8- or 10-hours, Article 4.1 and Article 4.2.D) shall be compensated in the form of overtime wages, or compensatory time, or offset as flex time on an hour for hour basis within the same workweek, at the employee's discretion.
- 14.2 In-Service Training. The City encourages "in-service" training by utilizing the training skills and resources of City employees, trainers with relevant expertise, video/audio tapes, and other resources available.
- 14.3 Professional Conferences The City will pay for the registration, meals, lodging and related expenses for an employee to attend pre-approved conferences directly related to the employee's job duties, subject to availability of budgeted funds with authorization by the Department Head. Travel time and time at conference constituting "hours worked" as defined by the FSLA shall be compensated in accordance with Article 14.1c of this Agreement.
- 14.4 Training Time Which Need Not Be Compensable The City encourages employees to take advantage of continuing education, conferences and training activities outside of the city, which may be beneficial to the employee and their career development, job knowledge and productivity and not otherwise identified in this Article. An employee may initiate a request to attend trainings which is not sponsored, and which is not provided by the City. In the case of such an employee request, which is strictly voluntary, the employee and the city may agree to any mutually acceptable arrangement in order that the employee may attend the training. Such arrangements may consist of any combination of city paid expenses, employee paid expenses, partial expense reimbursement, partial travel reimbursement, and treatment of hours of travel and training attendance as hours worked, leave accruals or unpaid leave or offsetting flex time, without incurring overtime expenses.

- 14.5 Higher Education Opportunities The City encourages employees to take advantage of continuing education that is beneficial to the delivery of service and enhances an employee's knowledge and productivity. Therefore, upon City approval of a specific course of study proposed or agreed to by an employee, the City will provide reimbursement for approved training such as vocational training or programs, or college level courses, up to a maximum of six (6) credits per term, offered by accredited institutions of higher education in the State of Oregon not to exceed the per credit hour tuition-only cost of undergraduate, in-state base tuition at Oregon State University – Corvallis Campus for the academic year at the time of employee enrollment.

For approved courses or training opportunities listed above, the City will reimburse an employee for the amount of registration or tuition for courses, seminars and conferences directly related to the employee's work and conducted outside the employee's regular working hours when:

- A. The Department Head has recommended, and the City Manager approved, the reimbursement for the class prior to enrollment or participation.
- B. The funds for such expenditure are available in the current budget.
- C. The employee submits a reimbursement request including satisfactory evidence of completion of the course with a passing grade of "C" or better.
- D. The employee is not receiving reimbursement for tuition from any other source.
- E. The cost of textbooks and technical publications required for such courses shall be the responsibility of the employee, unless the purchase has been approved by the employee's supervisor and books become the property of the City. The City will not pay for any higher educational courses or training in advance.

- 14.6 Commercial Driver's License (CDL) Tuition Reimbursement Agreement. No term, condition, or privilege of employee's employment obligates the City to bear the cost or expense of employee obtaining a CDL Class C license. Notwithstanding, the City will advance the costs of tuition and certain educational expenses ("Tuition Payments") so that employee may obtain a CDL Class A license at a Department of Licensing approved training school if it is required as per the job description. The City will cover the initial tuition costs but will not be responsible for additional costs associated with retaking a test or course.

"Tuition Payments" are defined as follows:

- Tuition charged by the school;
- Books, workbooks, manuals required for the course;
- Employee wages earned during the duration of the CDL training; and
- Medical evaluation

~~The total cost impact to the City for "Tuition Payments" is estimated to be \$11,000.~~

In consideration of Tuition Payments made by the City on Employee's behalf, the employee will be responsible for all "CDL Licensing fees".

"CDL Licensing fees" include the following:

- Employment Drivers Abstract
- Knowledge Test
- Commercial Drivers Learners Permit
- Skills Test
- CDL Endorsement

The total cost impact to the employee for "CDL Licensing fees", is estimated to be \$450.00. Employees will also be responsible for the following while enrolled in CDL Training:

- Employee is responsible for their own meals. Employee will not be reimbursed for meals.
- Employee is not eligible for call-out, or stand by, while enrolled in training.

Employee agrees to reimburse "Tuition Payments" as described below:

1. If employee withdraws from school before completing the course or fails to obtain a CDL Class A license after completing School, employee agrees to reimburse the City one hundred percent (100%) of Tuition Payments made by the City on employee's behalf. Reimbursement of Tuition Payments shall be recovered by deduction from employee's subsequent wages. Such deductions shall be made each pay period, but deductions shall not exceed five percent (5%) of employee's net earnings per pay period, unless employee is separating employment in which case any remaining deduction will be taken from employee's final paycheck.

An Employee who withdraws from the school, or who is dismissed from the class for misconduct, will be subject to disciplinary action, up to and including termination. Special circumstances, such as death within the employee's immediate family, or employee medical emergencies, will be evaluated on a case-by-case basis, and a determination made relating to employee's responsibility.

2. If Employee resigns employment, or if Employee's employment is terminated for cause less than one (1) year after completing School, Employee agrees to reimburse the City one hundred percent (100%) of Tuition Payments made by the City on Employee's behalf.
3. If Employee resigns employment, or if Employee's employment is terminated for cause more than one (1) year but less than two (2) years after completing School,

Employee agrees to reimburse the City seventy-five percent (75%) of Tuition Payments made by the City on Employee's behalf.

4. If Employee resigns employment, or if Employee's employment is terminated for cause more than two (2) years but less than three (3) years after completing School, Employee agrees to reimburse the City fifty percent (50%) of Tuition Payments made by the City on Employee's behalf.
5. If employee resigns employment or if employee's employment is terminated for cause more than three (3) years but less than four (4) years after completing school, employee agrees to reimburse the City twenty-five percent (25%) of Tuition Payments made by the City on Employee's behalf.
6. If Employee resigns employment or if Employee's employment is terminated for cause more than four (4) years after completing School, Employee will not be required to reimburse Tuition Payments made by the City on Employee's behalf.

Except as provided in Section 6 above, any and all reimbursement amount still outstanding upon employee's separation from employment will be deducted from employee's net earnings in employee's final pay period. If there remains a reimbursement amount after deduction from the employee's final pay period, the amount due shall be treated as a debt and the City may take action to recover the amount of the debt as allowed by law, including collection of interest and reasonable attorney fees incurred in recovering the debt.

This Tuition Reimbursement Agreement does not create an express or implied contract of employment between employee and the City and does not amend or modify the terms and conditions of employee's employment as described in the class specification for employee's position, the collective bargaining agreement covering employee's position, the City of Sweet Home Personnel Manual, or any other policies or procedures applicable to employee's employment.

In addition to the foregoing, this Tuition Reimbursement Agreement is conditioned on Employee's successful completion of Department of Transportation requirements for drug and alcohol testing and release of the Medical Officer's Report and Employment Driving Abstract to the Commercial Driver's License School, within 30 days of the class.

ARTICLE 15 – SAFETY

- 15.1 Safety & Health Committee. The City, Union, and bargaining unit employees shall jointly endeavor to provide a safe and healthy workplace insofar as practicable. There shall be established and maintained a Joint Safety and Health Committee comprised of representatives of both the City and the Union as provided in OAR, ORS, and City Policies.

The Committee shall be comprised of no more than four representatives each from the City and the Union. Each party will select their own representatives. The safety committee will be comprised of four (4) management representatives designated by the City and one (1) bargaining unit representative from each City facility.

The City shall notify the Union President if there is poor attendance by a Union representative on the committee or if there is a vacancy.

ARTICLE 16 – FILLING OF VACANCIES

Procedures to fill job openings [for positions within the Bargaining Unit](#) shall be made on a competitive basis and include related skills and knowledge testing. Where qualifications and abilities of two bargaining unit employees competing for the same opportunity are deemed equal, as determined solely by the City in its discretion, bargaining unit seniority will generally be the determining selection factor.

Job openings and promotion or transfer opportunities shall be posted and noticed to all union members in house for two weeks and may be simultaneously advertised as the City elects. Internal applicants will be considered before consideration is given to external applicants. Internal candidates qualified by virtue of the posted job description will be afforded an interview prior to interviews of external applicants.

~~With promotional and transfer probation, in the event the employee or City determines that the employee is not performing satisfactorily in the new position, then the employee may return to their former or lower classification position for which the employee is qualified based upon related skills and knowledge testing only if it is vacant and the employee has remained in good standing.~~

ARTICLE 17 – WORKING OUT OF CLASS

Qualified and properly trained employees assigned to perform essential duties and/or work tasks specific to a job classification with a higher pay range due to administrative assignment and/or crew leader absence shall receive pay at the rate for the higher class for all hours worked performing said assigned duties and/or work tasks listed in the official job description. It shall be the responsibility of the City to establish which represented employees shall be assigned the position for the duration of the absence.

Except for emergency and/or critical situations determined solely by the City, any/all assignments of employee(s) to work "Out of Class" as described above shall be provided written notice by the City prior to any work beginning in the higher classification. The written document shall, at a minimum, detail the expectations, duration, pay rate, and any potential consequences of the employee not being able to perform assignment accordingly and be signed by the Union Representative prior to the Employee's signature and implementation.

Out of class pay shall be the beginning step of the higher classification range or five percent (5%) above the employee's regular salary (whichever is greater).

17.1 Employee-initiated out of class work: The City recognizes that employees may, from time to time, anticipate a potential operational need to have a qualified and

properly trained employee be assigned "Out of Class" work for brief time periods. In such case, City encourages employees to discuss potential opportunities with City in advance for final determination and implementation if warranted. Assignments of any/all "Out of Class" work shall be made by City in its sole discretion.

ARTICLE 18 – JOB DESCRIPTION

When a bargaining unit job description is revised and the qualifications, responsibilities and/or complexity of the job are meaningfully increased, employee(s) and the Union Council Representative shall be provided the revised position description and afforded an opportunity to bargain a salary adjustment upon request which adjustment, if any, shall be effective retroactively to the effective day of the reclassification.

ARTICLE 19 – CLASSIFICATION COMMITTEE

Reclassifications will be determined by the Classification Committee. The Classification Committee shall be composed of three (3) City representatives and three (3) union representatives.

A reclassification during the term of this agreement may be initiated by any employee or group of employees who believe that their current classification specification no longer adequately defines their duties.

The process for requesting a classification shall be:

1. The requesting employee will submit a written request to their supervisor and HR to initiate the reclassification process. This request should include the employee's current job description and duties, the duties they believe they are performing outside of their job description, and any other supporting or relevant documents.
2. The Classification Committee will meet to review the reclassification request within thirty (30) days of the request being submitted. A consensus must be reached between the parties for a recommendation of classification. That recommendation will be sent to HR for implementation.
3. If an employee is moved into a higher job group, the employee's step in the higher range shall be the step that provides the employee with at least a five (5) percent wage increase, but in no case shall the employee move into a new range at lower than Step two (2) or B. Wage increases are contingent upon City Council approval.
4. If the Committee finds that an employee has been performing duties outside of their classification and their supervisor has instructed them to cease those duties going forward, the employee will be entitled to back pay for up to two (2) months of at the rate of the position they would have been reclassified to.

The Classification Committee shall review all job description updates at least thirty (30) days before any change is implemented. The Committee shall review any department restructurings that affect job descriptions.

ARTICLE ~~2019~~ – DISCIPLINE & DISCHARGE

~~2019~~.1 Discipline and Discharge. No employee shall be disciplined or discharged except for just cause (see 19.3 for Just Cause Standards). All discipline is subject to the grievance procedure. Oral warnings, counseling or other oral communication are not to be considered discipline and shall not be included in the employee's personnel file.

If a supervisor has reason to discipline an employee, he/she shall impose such discipline in a manner that will not embarrass the employee before other employees or the public.

~~2019~~.2 Investigation/Due Process. The City will initially investigate allegations related to the conduct of employees as it deems appropriate under the circumstances. Whenever discipline is reasonably foreseeable to the employee, the employee is entitled to have a Union representative present at an investigative inquiry, upon request by the employee. (Refer to Article 3.4 for terms of representation.)

If employee exercises their right to union representation at the investigative inquiry and the requested union representative is not available in a timely manner, the employee may either:

- Select an alternative union representative who can be available in a timely manner; or
- Select a bargaining unit employee to be present at the interview; or
- Agree to proceed with the interview unaccompanied by a union representative.

Unavailability of any of these union representatives or bargaining unit employees shall not cause a delay in the investigative interview.

In the event the City's initial investigation establishes that an employee may be subject to discipline greater than a written reprimand or warning, the following procedural due process shall be followed:

The employee shall be notified in writing of the charges or allegations that may subject them to discipline;

The employee shall be notified in writing of the disciplinary sanctions being considered;

The employee will be given in writing an opportunity to refute the charges or allegations and/or offer the City mitigating circumstances regarding the disciplinary sanctions being considered, either in writing or orally in a pre-disciplinary meeting at a specific date and time; and

At their request, the employee will be entitled to Union representation at the pre-disciplinary meeting. The Union representation at this pre-disciplinary meeting shall be defined as the representative present at the investigative interview (if any and applicable) and the AFSCME Council 75 Representative.

Unavailability of any of these union representatives shall not cause a delay in any grievance or disciplinary meeting.

2019.3 Just Cause Standards

For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

The employee shall have some warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person;

If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, if appropriate;

The City must conduct a reasonable investigation;

It must be determined, by a preponderance of evidence, that the employee is guilty of the alleged misconduct or act;

The discipline must be appropriate based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the City's operation;

The employee's past employment record shall be considered, if appropriate, based on the severity of the act.

When responding to misconduct that is short of egregious (very serious), the City must issue at least one level of discipline that allows the employee an opportunity to improve.

The above guidelines shall not preclude the Union or City from raising issues appropriate to defend employees or support its position in an arbitration setting.

19.4 Probationary Employees This article shall not apply to any employee on probation as defined in Article 224.5.

ARTICLE 210 – GRIEVANCE PROCEDURE

21.1 Resolution Process. The parties agree to resolve any dispute which may arise between the parties over the application, enforcement, or interpretation of this agreement as follows:

Step 1 - Within ten (10) business days of the occurrence or employee's notice of the problem, the employee, with or without Union representation, shall first bring the dispute to the attention of the employee's immediate supervisor. The supervisor and the affected employee, with or without a Union Representative, shall informally discuss the dispute and attempt to resolve it. The supervisor shall respond to the employee within five (5) business days of their discussion of the matter and if no resolution has been achieved, the employee and/or the Union shall proceed as follows:

Step 2 - If an employee is unable to resolve a dispute with an informal discussion with his/her supervisor and seeks further resolution, the employee/Union, within ten (10) business days of the supervisor's denial, shall file an official written grievance with the supervisor.

The written grievance shall contain:

- A description and date of the circumstances that led up to or are the cause for the grievance;
- A citation of the contract provisions that have allegedly been violated and a description of why the employee believes this to be true;
- The date and explanation of the informal attempt to resolve the problem with the employee's immediate supervisor and the date of the supervisor's expressed inability to resolve the dispute; and
- A description of the remedy sought for resolution of the problem.

The management team (supervisor and Department Head, if different from the supervisor) will consider the written grievance and shall meet with the employee and a Union representative within fifteen (15) business days of its submission in writing. Should the supervisor in question be a department head, another manager shall be included in the meeting. Within ten (10) business days of its meeting with the employee/Union, the management team shall render a written decision and provide same to the employee and the Union representative.

Step 3 – If the dispute remains unresolved after Step 2, then within ten (10) business days of the written decision, the employee or Union may advance the grievance in writing to the City Manager to appeal the management team's decision. Within five (5) business days of the date of the appeal meeting between the employee and/or Union and the City Manager, the City Manager shall deliver a written decision to the employee and the Union.

Step 4 – Voluntary Mediation: If the dispute remains unresolved after the City Manager provides a written decision, the parties may, by mutual written agreement within ten (10) business days from the date of the delivery of the City Manager's decision, agree to mediate the dispute using a qualified mediator.

Step 5 - If the steps used above fail to resolve the grievance and the Union decides to carry it further, the Union shall, within ten (10) business days of the City Manager's written decision, or of the last mediation session (whichever was most recent), notify the management team they are proceeding to arbitration and shall

simultaneously request a list of thirteen (13) Oregon and Washington arbitrators from the Oregon Employment Relations Board.

Within fourteen (14) workdays of the receipt of the list of arbitrators, or otherwise if the parties agree, the parties will select an arbitrator from the list by alternately striking the names. The employee/Union shall strike the first name. This process shall not preclude the parties from mutually agreeing to an arbitrator. A date for arbitration must be set within twenty-one (21) days of the date of selection of the arbitrator. If not by the parties collaboratively, then by either party and the selected arbitrator jointly unless the parties otherwise agree.

The arbitrator shall have the authority to issue subpoenas, examine witnesses and documentary evidence, administer oaths and affirmations, and regulate the course of the arbitration hearing. The arbitrator shall have no power to modify, add to or subtract from the terms of this agreement and shall be confined to interpreting and enforcing this agreement. The arbitrator's decision shall be in writing and shall be submitted to the parties within thirty (30) days following the close of the hearing. The arbitrator's decision shall be final and binding on the affected employee(s), the Union and the City, subject to the applicable provisions of the PECBA.

Either party may request the arbitrator to issue subpoenas but, if issued, the cost of serving the subpoena shall be borne by the party requesting the subpoena. Each party shall be responsible for compensating its own witnesses and representatives during the arbitration hearing. The losing party pays all the arbitrator's fees and expenses.

21.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

If the grievant/Union fails to respond in a timely fashion, the grievance may be pursued to the Management Team step, but it shall not be subject to arbitration. Nothing in this section shall preclude the Union from pursuing disputes over time limits to arbitration.

If the City, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

All references to "business days" in this Article refer to Mondays through Fridays with the exception of paid holidays as set forth in Article 10; weekends are not included. The parties may agree in writing to extend or shorten any time period specified in this Article.

ARTICLE 224 – SENIORITY

224.1 Definition. City seniority is the length of continuous service worked by an employee for the City. Bargaining unit seniority is the continuous length of time spent in the bargaining unit, and such time shall be pro-rated for part-time Employees. Departmental seniority is the length of continuous service worked by an employee in a department. Departmental seniority shall apply in determining vacation scheduling and days off. Seniority shall be broken or terminated if an employee:

Quits;

Is discharged for just cause;

Is laid off and fails to respond to written notice as provided in this Article, Section 224.4;

Is laid off work for a period of time greater than twenty (20) months or a period of time equal to his/her seniority, whichever is shorter;

Fails to report to work at the termination of an extended leave of absence;

While on a leave of absence accepts employment without permission; or

Is retired;

Is terminated as a result of an employee's inability to return to work because of an extended illness or injury for which no reasonable accommodation is available.

21.2 22.2 Reduction in Force. If the City should reduce its work force, reduced hours of work and layoffs shall be made within each job classification on the basis of Bargaining Unit seniority, unless the City determines that a bona fide special operational need exists that requires retention of a less senior employee. The City agrees to notify employees initially impacted by such decision not less than twenty-eight (28) calendar days prior to any layoff, or the actual amount of days' notice that the City has that it must conduct a layoff or reduce hours of work but no more than twenty-eight (28) calendar days and no less than fourteen (14) calendar days. The entire bumping process outlined below, if any, regarding such layoff or reduction in hours shall be completed within this same time period.

Employees subject to layoff or reduction of hours may choose to bump to lateral or lower classifications for which they are qualified to perform the job (as determined through accepted relevant skills testing procedures chosen by the City or similar to those given to new employees for the same position) or accept layoff. Bumped employees will be placed in the lower classification's pay scale at the step closest to their prior wage. Bumping shall only occur if the employee scheduled for layoff or reduction has greater Bargaining Unit seniority. The first notified employee shall make his/her decision to bump or accept layoff within ten (10) working days after the City's notice. All subsequently bumped employees shall make his/her decision to bump or accept layoff within five (5) working days after the City's notice.

No temporary or new hire probationary employee shall be assigned work in the affected classification while there are qualified regular employees in layoff or reduced status.

21.3 22.3 Recall. Any employee covered by this Agreement who may be on a layoff or reduced hours shall be notified of any vacancy and is privileged to return to work or increased hours before any outside person is given employment, provided that such employees are competent to fill existing vacancies (as determined through accepted testing procedures chosen by the City similar to those given to new employees for the same position), for a period of twenty (20) months from the date of layoff. An employee offered reduced hours, who chooses layoff instead, shall not have recall rights.

22.4 Notice. It shall be the responsibility of the employees laid off to keep the City informed of the address at which they may be reached and re-employment shall be offered in person or by certified mail addressed to the last address furnished by the employee. When an offer of re-employment has been made, the former employee shall advise the City of acceptance within one (1) calendar week and shall report for duty within fourteen (14) calendar days of the receipt of the notification by the City, unless prevented by just cause from reporting within that time period. An employee who fails to accept re-employment at previous position when offered by the City in accordance with provisions of this Article shall be deemed to have forfeited all rights hereunder.

22.2 22.5 New Hire Employee Probation Period. Every new employee hired into the bargaining unit shall serve a probationary period of six (6) months. The Union recognizes the right of the City to discharge probationary employees for any reason, with or without cause, and any such discharge shall not constitute a violation of this contract. This provision is not intended to affect the agreement in Article 16 concerning probation for promoted or transferred employees.

In lieu of discharge at six (6) months, the City may extend an employee's probationary period in writing to both the Employee and the Union, which summarizes the City's concerns about the employee's performance and suggests ways for the employee to improve. The extension of the probationary period shall not exceed ninety (90) days, absent mutual consent between the City, Union, and employee. This extension may be revoked by the City at any time if, in its sole opinion, the employee is unable or unwilling to meet the requirements of the position. The Union recognizes that the City's decision whether or not to extend or end probation is not subject to the contractual grievance and arbitration procedure contained in this Agreement.

22.3 22.6 Seniority List The City shall, upon request, furnish to the Union an updated employee list, which shall contain the following: Bargaining Unit seniority date.

22.4 22.7 Contracting Out. The City and the Union agree to negotiate in good faith the impacts of any decision to contract or subcontract out exclusive bargaining unit work pursuant to ORS 243.698. Further the City will agree to meet and discuss any decision to contract or subcontract out work that would result in displacement of bargaining unit members, providing the Union an opportunity to submit alternative proposals. The decision as to whether or not work is ultimately contracted out shall be at the sole discretion of the City; however, no such decision shall be implemented until the City has fulfilled its obligation to bargain the impacts, concluding ninety (90) days from the date of the original notice of the Union.

22.8 Process The City will agree to notify the Union forty-five (45) days or more prior to the issuance of any RFP relating to the contracting or subcontracting out of work currently performed by bargaining unit members. Upon such receipt the Union shall have fourteen (14) days to file a demand to bargain notice with the City. The parties will make a good faith

effort to meet within ten (10) days of the City's receipt of the Union's demand to bargain and if unable to do so, the City will notify the Union as to the reasons for the delay. If after thirty (30) days the parties have been unable to reach agreement, the State Conciliator of the Employment Relations Board will be contacted to request that a mediator be assigned or a mutually agreed alternate mediator will be contacted. The parties may mutually agree to continue bargaining and forgo mediation. The cost of the mediator shall be split between the parties. The process shall conclude after ninety (90) days, pursuant to ORS 243.968. Agreement to and the following of this out-lined process by the City shall constitute full and complete satisfaction of the City's duty to bargain the issue under ORS Chapter 243.

ARTICLE 23~~2~~ – STRIKES

- 23.1 No Strike. The Union and its members, as individuals or as a group, will not initiate, cause, permit, or participate or join in any strike, work stoppage, or slowdown, picketing, or any other restrictions of work, at any location in the City during the term of this contract. Employees in the bargaining unit, while acting in the course of their employment, shall not honor any picket line established in the City by the Union or by any other labor organization when called upon to cross picket lines in the line of duty. Disciplinary action, including discharge, may be taken by the City against any employee or employees engaged in a violation of this Article.
- 23.2 Union Obligation In the event of employee conduct which constitutes a strike, work stoppage, slowdown, picketing, observance of a picket line, or other restriction of work in any form either on the basis of individual choice or collective employee conduct in violation of this Article, the Union will immediately, upon notification, attempt to secure an immediate orderly return to work. This obligation and the obligations set forth in Section 23~~2~~.1 above shall not be affected or limited by the subject matter involved in the dispute giving rise to stoppage or by whether such subject matter is or is not subject to the grievance and mediation provision of this Agreement.
- 23.3 Lockout There will be no lockout of employees in the bargaining unit by the City during the term of this Agreement.

ARTICLE 24~~3~~ – PERSONNEL RECORDS

- 25.1 File. There shall be only one (1) official personnel file for each employee. Employees may inspect the contents of their official personnel file at a mutually convenient time upon request. Employees may receive a copy of their personnel file in accordance with ORS 652.750.
- 25.2 Grievances. No grievance material shall be kept in employee personnel files after the grievance has been resolved excluding any documentation of final disciplinary action imposed or any mutually agreed upon exception to contractual or other policy requirements.

- 25.3 Signature Requirement. No information reflecting critically upon employees shall be placed in their personnel files that does not bear their signature, unless the provisions below apply. -Employees shall be required to sign such material to be placed in their personnel file provided the following disclaimer is attached:
- "THE EMPLOYEE'S SIGNATURE DOES NOT NECESSARILY INDICATE AGREEMENT."
- If an employee is not available within a reasonable period of time to sign the material, the City may place the material in the files provided a statement has been signed by two (2) City representatives that a copy of the document was mailed to the employee at their address of record. If the employee refuses to sign the material, the City may place the material in the files provided a statement has been signed and dated by two (2) City representatives, one of which must be the City Manager or Deputy City Manager, attesting to the refusal.
- 25.4 Written Responses. If employees believe that any of the above material is incorrect or a misrepresentation of facts, they shall be entitled to prepare, in writing, an explanation or opinion regarding the adverse material so long as such items are not subject to the grievance procedure contained herein. This response shall be included as part of their personnel file until the material is removed.
- 25.5 Other Inclusions. The City may, at its option, include favorable materials in an employee's file that are related to their duties. Employees shall be treated equally and requests shall not be unreasonably denied.
- 25.6 Removal. The City retains the right to determine that particular documentation in the personnel file is stale and no longer relevant, timely, or accurate, and thereafter subject to removal from the personnel file, after notice to the affected employee, upon mutual agreement. Employees may request removal of documentation of verbal reprimands after one year provided the employee has received no other discipline in the previous year, and may request removal of written reprimands after two years provided the employee has no additional discipline in the previous two years. Such requests will not be unreasonably denied. Employee evaluations are not subject to removal. Removed documentation shall be retained in a file of purged documents which thereafter shall not be referenced or relied on in discipline or qualification determinations but may be used to establish forewarning or for litigation defense.

ARTICLE 254 – SAVINGS CLAUSE

Should any portion of this contract be held contrary to law, such decision shall apply only to the specific portion thereof directly specified and all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon such declaration, the parties agree to immediately negotiate a substitute, if possible, for the invalidated portion thereof.

ARTICLE 265 – TERM OF AGREEMENT

- 26.1 Term. This Agreement shall be effective on July 1, 20263, and shall remain in full force and effect until June 30, 202926.

26.2 Renewal. This Agreement shall renew automatically from year to year unless either party gives the other notice of its desire to open the Agreement for negotiations. This notice shall be given in writing, no later than January 1 of the year in which the Agreement expires.

EXHIBIT A
SALARY SCHEDULE
July 1, 2026-June 30, 2027
(5% COLA)

Position Title	Step A	Step B	Step C	Step D	Step E
Accounts Receivable	4458	4681	4915	5062	5213
Building Inspector	6050	6353	6671	6871	7076
Code Compliance	4490	4715	4950	5100	5251
Communications Specialist	4871	5077	5291	5510	5736
Court Clerk 1	4133	4299	4472	4653	4841
Court Clerk 2	4432	4654	4885	5031	5182
Crew Leader	5417	5639	5870	6110	6361
Crew Leader - Streets	5417	5639	5870	6110	6361
Engineering Technician 2	5646	5928	6225	6410	6602
Librarian	4852	5096	5351	5508	5674
Library Assistant	21.67	22.75	23.89	24.61	25.34
Maintenance Worker 1	3751	3939	4136	4261	4388
Mechanic	5212	5472	5747	5907	6082
Municipal Maintenance Worker	4489	4669	4858	5056	5262
Office Specialist - Building Dept.	4228	4450	4685	4825	4970
Parks Maintenance 1	4328	4505	4688	4880	5081
Permit Technician	5094	5266	5519	5747	5984
Planning Assistant	5094	5266	5519	5747	5984
Plant Operator 1	4753	4942	5141	5347	5561
Plant Operator 2	5032	5233	5466	5662	5888
Plant Operator 3	5641	5865	6099	6343	6596
PW Administrative Assistant	4852	5096	5351	5508	5674
Utility Billing Specialist	4127	4304	4486	4674	4868
Utility Billing Specialist 2	4248	4460	4683	4822	4968

EXHIBIT A
SALARY SCHEDULE
July 1, 2027-June 30, 2028
(4% COLA)

Position Title	Step A	Step B	Step C	Step D	Step E
Accounts Receivable	4637	4868	5112	5265	5422
Building Inspector	6292	6607	6937	7146	7359
Code Compliance	4669	4903	5148	5304	5461
Communications Specialist	5066	5280	5503	5731	5966
Court Clerk 1	4298	4471	4651	4839	5034
Court Clerk 2	4609	4840	5080	5232	5389
Crew Leader	5634	5864	6104	6354	6615
Crew Leader - Streets	5634	5864	6104	6354	6615
Engineering Technician 2	5872	6165	6474	6667	6866
Librarian	5046	5299	5565	5729	5901
Library Assistant	22.54	23.66	24.84	25.60	26.35
Maintenance Worker 1	3901	4096	4301	4431	4563
Mechanic	5421	5690	5977	6144	6325
Municipal Maintenance Worker	4668	4856	5053	5258	5472
Office Specialist - Building Dept.	4397	4628	4873	5018	5168
Parks Maintenance 1	4501	4685	4876	5076	5284
Permit Technician	5297	5476	5740	5977	6223
Planning Assistant	5297	5476	5740	5977	6223
Plant Operator 1	4943	5140	5346	5560	5783
Plant Operator 2	5233	5443	5685	5888	6124
Plant Operator 3	5866	6100	6343	6597	6860
PW Administrative Assistant	5046	5299	5565	5729	5901
Utility Billing Specialist	4292	4476	4665	4860	5063
Utility Billing Specialist 2	4418	4639	4870	5014	5166

EXHIBIT A
SALARY SCHEDULE
July 1, 2028-June 30, 2029
(3% COLA)

Position Title	Step A	Step B	Step C	Step D	Step E
Accounts Receivable	4776	5014	5265	5422	5584
Building Inspector	6481	6805	7146	7360	7580
Code Compliance	4809	5050	5302	5463	5625
Communications Specialist	5218	5438	5668	5903	6145
Court Clerk 1	4427	4605	4790	4984	5185
Court Clerk 2	4748	4985	5232	5389	5551
Crew Leader	5803	6040	6287	6545	6814
Crew Leader - Streets	5803	6040	6287	6545	6814
Engineering Technician 2	6048	6350	6669	6867	7072
Librarian	5198	5458	5732	5900	6078
Library Assistant	23.22	24.37	25.59	26.36	27.14
Maintenance Worker 1	4018	4219	4430	4564	4700
Mechanic	5583	5861	6156	6328	6515
Municipal Maintenance Worker	4808	5002	5204	5416	5636
Office Specialist - Building Dept.	4529	4767	5019	5168	5323
Parks Maintenance 1	4636	4825	5022	5228	5443
Permit Technician	5456	5641	5912	6156	6410
Planning Assistant	5456	5641	5912	6156	6410
Plant Operator 1	5092	5294	5507	5727	5957
Plant Operator 2	5390	5606	5856	6065	6308
Plant Operator 3	6042	6283	6534	6795	7066
PW Administrative Assistant	5198	5458	5732	5900	6078
Utility Billing Specialist	4420	4610	4805	5006	5214
Utility Billing Specialist 2	4551	4778	5016	5165	5321



CITY OF SWEET HOME PARK & TREE COMMITTEE MINUTES

August 18, 2026, 4:00 PM
3225 Main Street, Sweet Home, OR 97386

WIFI Passcode: guestwifi
PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

Mission Statement

The City of Sweet Home will work to build an economically strong community with an efficient and effective local government that will provide infrastructure and essential services to the citizens we serve. As efficient stewards of the valuable assets available, we will be responsive to the community while planning and preparing for the future.

Call to Order and Pledge of Allegiance

The meeting was called to order at 4:00 PM

Roll Call

PRESENT

Chair Matthew Bechtel
Vice Chair Lena Tucker (4:05 PM)
Committee Member Deena Bechtel
Committee Member Melanie Jones
Committee Member Debra Northern
Committee Member Scott Swanson (4:31 PM)

STAFF

Angela Clegg, Planning & Building Manager
Adam Leisinger, Special Projects Manager
Dominic Valloni, Interim Public Works Director

Time Reports

Matthew will provide a report to staff.

Approval of Meeting Minutes

a) 2026-07-21 Park & Tree Committee Meeting Minutes

A motion to approve July 21, 2026, Park & Tree Committee minutes was made by Northern. The motion was seconded by D. Bechtel. The motion carried by the following vote:

AYE: M. Bechtel, Tucker, D. Bechtel, Jones, Northern

NAY: None

ABSENT: Swanson

Public Comment. None

Beautification Committee Updates

The committee was provided with a copy of the Beautification Committee minutes. Candy informed members that the committee's monthly meeting time will change. She also noted that next year they plan to order only supertunias. Recent weeding efforts were successful. The committee is preparing to have a booth at the Harvest Festival and will set out the lollipop pots for the holiday season.

The location of the meeting is accessible to the disabled. If you have a disability that requires accommodation, advanced notice is requested by notifying the City Manager's Office at 541-367-8969.

The committee will remove the plants from the median on September 16th at 8:30 a.m. All participants are asked to meet at the Rio Theatre.

Patty continues to work on the bench dedicated to Alice Grovum.

No action was required for this agenda item.

Old Business

Sankey Park Phase III

Interim Director Valloni provided an update. The pathway is complete, and steps will be added to the seating area. Construction has begun on the bandstand, with the goal of finishing the project before the Harvest Festival.

No action was required for this item.

Monthly Clean Up

M. Bechtel shared an update, noting that the group worked in Strawberry Park. The committee discussed the need to update the tree inventory. D. Bechtel spoke about adding additional equipment. There was also discussion about outdated playground equipment.

No action was required for this item.

Miscellaneous Park Updates

Interim Director Valloni informed the committee that Public Works staff were at Strawberry Park removing blackberry overgrowth. Repairs are underway on the restroom doors at Northside Park. An exercise park is scheduled to be installed at City Hall in September.

M. Bechtel asked about the benches removed at Clover Park. Interim Director Valloni explained that they were taken out due to deterioration. The bench legs will be recycled for new benches. One bench will be replaced, and Alice's bench will also be installed.

M. Bechtel asked about Shea Point. Interim Director Valloni reported that Linn County Parks manages the site, so the City has no jurisdiction. Staff are exploring a possible cooperation agreement that would allow the City to maintain Shea Point.

No action was required for this item.

New Business

Health Fair Outreach Report from the Committee

D. Bechtel reported that many community members expressed interest in volunteering for park activities. She discussed distributing park maps and possibly organizing future Park Days with educational activities to highlight the City's various parks. She also suggested creating an activity where participants could earn prizes by answering questions.

Jones noted that the whistles were very popular with children, and she agreed that holding monthly park gatherings would help educate the community.

Manager Clegg asked the Committee to develop a schedule for park activities and workdays, which the City could then post on Facebook. M. Bechtel asked about the use of Facebook. Manager Clegg explained that any City posts can be shared by committee members on their personal pages. She added that the City can post about the first few events to gauge outreach.

Vice Chair Tucker asked members who attended the Health Fair for their impressions of community outreach. M. Bechtel reported that Rotary distributed 150 hotdogs. Jones shared that several medical students expressed interest in future disc golf activities. At least three adults were interested in volunteering, and several children visited the booth.

Manager Clegg clarified that members may post Park & Tree Committee activities on their personal social media pages, but they may not use the City logo. If they want to share content with the official City logo, they must share posts originating from the City's page. She added that members should speak as private individuals, not on behalf of the Committee, unless the Committee has formally voted on the matter.

No action was required for this item.

Round Table Discussions

Manager Clegg provided an update on the Harvest Festival Pie Bake-Off. She explained that to hold the competition, at least 5 adults and 3 youth participants are required. Currently, 3 adults and no youth are registered. The minimum numbers must be met by September 11th to keep the competition open. The event has been advertised on Facebook, and emails were sent to past participants at the beginning of August, as well as to the Park & Tree Committee on August 3rd. Print advertisements will be released soon.

The Vice Chair asked how participants can sign up. Manager Clegg stated that the registration page is available on the City's website.

Jones asked how many judges would be needed. Manager Clegg responded that the number depends on how many pies are submitted, but historically there have been 5 to 7 judges. M. Bechtel offered to serve as a judge if needed.

M. Bechtel updated the committee on the next park clean-up day in September, which will be held at Sankey Park to prepare for the Harvest Festival. Interim Director Valloni also mentioned the wetland area across the creek near the senior center that needs attention before fall planting. Planting is planned for October, though a specific date has not been chosen. The committee selected September 18th from 9:00 to 10:00 a.m. for the cleanup. Jones noted that she can stay longer if necessary.

M. Bechtel reported that the committee submitted a letter of support to SSWC for their grant project involving Quarry Park. Tucker explained that the letter carries no obligation for the Park & Tree Committee but supports a project that aligns with City goals. The committee has been pleased with SSWC's work on the Ames Creek restoration project.

M. Bechtel asked about the naming of Quarry Park, which had been discussed at a City Council meeting. Manager Clegg explained that official naming of a City property must be approved by the City Council.

Jones discussed ways to involve more volunteers. Tucker asked whether the City could post information on Facebook about the September workday to help spread the word.

Adjournment

There being no further discussion, the meeting was adjourned at 4:32 PM.



CITY OF SWEET HOME PLANNING COMMISSION MINUTES

August 20, 2026, 6:30 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

WIFI Passcode: guestwifi

PLEASE silence all cell phones – Anyone who wishes to speak, please sign in.

Call to Order and Pledge of Allegiance

The meeting was called to order at 6:30 PM

Roll Call of Commissioners

PRESENT

Chair Laura Wood
Vice Chair Brandy Wysong-Frick
Commissioner Joe Graybill
Commissioner Daniel Tiel
Commissioner Nancy White

STAFF

Angela Clegg, Planning and Building Manager
Adam Leisinger, Special Projects Manager
Megan Dazey, Library Director

Public Comment. None.

Meeting Minutes:

a) 2026-07-02 Planning Commission Meeting Minutes

A motion to approve the July 2, 2026, meeting minutes was made by Vice Chair Wysong-Frick and seconded by Commissioner Graybill. The motion carried by the following vote:

AYE: Chair Wood, Vice Chair Wysong-Frick, Commissioner Graybill, Commissioner Tiel,
Commissioner White

NAY: None

Public Hearings

a) Application SDR26-01 Planning Commission Staff Report

The Public Hearing was opened at 6:31 PM

Chair Wood asked the Commissioners if they had any personal biases, conflicts of interest, or ex-parte information. All commissioners answered no.

Chair Wood asked Manager Clegg to present the staff report. Manager Clegg reported that the applicant seeks approval to redevelop the former Santiam Garden Center into an outdoor community space supporting Sweet Home Public Library programs. The property, located in the Commercial Central (C-1) zone, is eligible for Site Development Review and meets zoning requirements for the proposed community-oriented use.

The proposed development will replace deteriorated structures with an open activity space featuring new fencing, seasonal shade structures, and detachable lighting. The use is comparable to a community center, which is permitted in the C-1 zone. A building occupancy change to Assembly Group B has already been approved.

The site is not located within a floodplain or mapped wetlands and has existing access from both Long Street and 13th Avenue. Water, sewer, and stormwater utilities are available adjacent to the property. Planned grading and minor fill will maintain existing drainage patterns and ensure stormwater flows toward established systems.

Existing sidewalks and access points provide adequate circulation and connectivity, and no new pedestrian or vehicular facilities are proposed. The development's limited structural additions, fencing modifications, and the absence of incompatible neighboring uses provide sufficient noise and visual buffering.

All existing structures will be fully demolished prior to development, reducing safety hazards. The new occupancy classification, controlled access through fencing, and future review of lighting and fencing plans further ensure hazard mitigation.

Overall, staff find that the application meets all Site Development Review criteria under SHMC 17.102.060 and recommend approval with conditions requiring compliance with C-1 development standards and completion of demolition prior to final plan review.

The application shall be subject to compliance with the conditions listed below, as required by the findings of fact presented in the Review Criteria (Section III), above. Any modifications to the conditions listed below would require approval in accordance with provisions of law (e.g., variance, subsequent land use application, etc.).

Conditions of Approval: The applicant shall complete the demolition and pass the demolition inspection before submitting final development plans. All development shall comply with the Commercial Central (C-1) dimensional standards, including setbacks, height limits, parking, and other applicable requirements. All development shall comply with the Commercial Central (C-1) development standards, including drainage and erosion control requirements.

The Planning Commission will hold a public hearing at which it may either approve or deny the application. If the application is denied, the action must be based on the applicable review and decision criteria.

Staff recommend that the Planning Commission's decision on this matter be subject to a 12-day appeal period from the date that the decision is mailed.

After the Planning Commission makes a decision, staff recommend that the Planning Commission direct staff to prepare an Order that is signed by the Chairperson of the Planning Commission. The Order shall memorialize the decision and provide the official list of conditions (if any) that apply to the approval; if the application is approved.

After opening of the public hearing and receiving testimony, the Planning Commission's options include the following: Move to approve application SDR26-01 and thereby permit the development for the subject lot located at 1211 Long Street, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E31AC Tax Lot 13100; adopting the Findings of Fact listed in Section III of the staff report, the setting of a 12-day appeal period from the date of the mailing of the decision, and hereby direct Staff to prepare an order to be signed by the Chair to memorialize this decision. Move to deny application SDR26-01 for the subject lot located at 1211 Long Street, Sweet Home, OR 97386; Identified on the Linn County Assessor's Map as 13S01E31AC Tax Lot 13100; adopting the following Finding of Fact (specify), the setting of a 12-day appeal period from the date of the mailing of the decision, and hereby direct Staff to prepare an Order to be signed by the Chair to memorialize this decision. Move to continue the public hearing to a date and time certain (specify); or Other.

Manager Clegg closed the staff report presentation and asked if the planning commissioners had any questions. There were none.

Applicant Testimony:

Library Director, Megan Dazey, discussed the future plans for the property stating that the footprint will stay the same.

Commissioner Questions of the Applicant:

Vice Chair Wysong-Frick asked whether the library intends to use the space for the summer reading program. Director Dazey explained that the program is growing, and the additional space will allow them to accommodate more students and parents. She added that they also hope to use the space for teen game nights and the adult book group.

Commissioner Tiel asked about available parking. Director Dazey stated that the nearby City parking lot provides sufficient parking for the anticipated use.

Commissioner White asked whether the property would be secured when not in use. Director Dazey responded that the fence will be locked, and the library plans to install security cameras in the future for added security.

Commissioner Wood asked whether the library intends to rent the space for community events. Director Dazey said that decision would be made by the Library Board and City Council, though the City might use the space for events such as National Night Out.

Commissioner Graybill asked whether an agreement was needed with the neighboring business regarding their private parking lot. Director Dazey stated that the adjacent lot will remain private and that Library patrons will be encouraged to use the public parking lot.

Vice Chair Wysong-Frick asked whether there have been any complaints from the private lot's owner about Library users. Director Dazey noted that the owner had expressed concerns about the former property owner's use but had no complaints related to the library.

Commissioner Graybill asked whether the existing fence would remain or be improved. Director Dazey stated that she intends to obtain permits to replace the fence.

Testimony in favor: None

Testimony in opposition: None

Neutral testimony: None

The Public Hearing was closed at: 6:43 PM

Discussion of the Commissioners:

Commissioner White commented that the proposal represents an improvement over the previous use of the property and is an appropriate use of the space.

Commissioner Tiel agreed, adding that the planned changes should help address any potential concerns from the neighboring private property owner.

Vice Chair Wysong-Frick stated that the project would be beneficial for the community.

Chair Wood noted that the community will appreciate seeing the property developed and that the project will support the library's ability to expand its programs.

Commissioner Graybill agreed that the project will be a positive improvement.

A motion to approve application SDR26-01 was made by Commissioner White and was seconded by Commissioner Graybill. The motion was carried by the following vote:

AYE: Chair Wood, Vice Chair Wysong-Frick, Commissioner Graybill, Commissioner Tiel, Commissioner White

NAY: None

Staff Updates:

Manager Clegg informed the Commission that a Conditional Use hearing and a final plat extension hearing are scheduled for the September 3 meeting.

Clegg provided an update on ongoing work in Sankey Park and on the new Fitness Park being installed at City Hall.

Planning Commission Business

Manager Clegg asked Commissioners to confirm their attendance for the September 3 meeting to ensure a quorum. Chair Wood noted she will be absent, and Clegg stated she will attend remotely.

Adjournment

The meeting was adjourned at 6:47 PM



Laura Wood, Chair
Sweet Home Planning Commission

Respectfully submitted by Angela Clegg, Planning & Building Manager



TO: City Council
Jason Ogden, City Manager
Interested Parties
FROM: Angela Clegg, Planning and Building Manager
DATE: September 22, 2026
SUBJECT: Planning, Building & Engineering Department Report – August 2026

The Community and Economic Development Department consists of the City's Building, Planning, Engineering, and Parks and Recreation programs. The following is a summary of activities and notes on current projects from August 1 to August 31, 2026.

1. BUILDING

SUMMARY OF BUILDING PROGRAM PERMITS ISSUED					
Permit Category	August 2026	July 2026	FY 26-27 To Date	FY 2025 Total	FY 2022-2026 5 Year Average
Residential 1 and 2 Family Dwellings	1	6	7	27	27
Residential Demolition	1	1	2	5	8.2
Residential Manufactured Dwellings	3	0	3	5	5
Residential Mechanical	5	2	7	77	100.4
Residential Plumbing	0	1	1	18	22.8
Residential Sign	0	0	0	0	0.2
Residential Site Development	0	0	0	1	0.6
Residential Structural	6	6	12	60	52.6
Commercial Alarm or Suppression Systems	1	0	1	1	2.2
Commercial Demolition	0	1	1	0	1.6
Commercial Mechanical	0	1	1	20	15
Commercial Plumbing	0	1	1	2	7.5
Commercial Phased	0	0	0	2	1
Commercial Site Development	0	1	1	0	1.83
Commercial RV or MFH Park	0	0	0	0	0.4
Commercial Structural	4	0	7	24	28.67
Total Permits	21	23	44	242	274.4
Value Estimate of All Permits	\$970,510.00	\$3,298,411.00	\$4,268,921.00	\$22,693,250.24	\$20,423,225.65
Fees Collected	\$10,984.47	\$47,816.08	\$77,232.82	\$233,354.34	\$294,059.59

For specialty code plan reviews of **simple low-rise residential dwellings**, the municipality that administers a building inspection program under ORS 455.148 or 455.150 shall approve or disapprove the specialty code building plan within 10 business days of receiving a complete application, or shall implement the process described in ORS 455.465, for a jurisdiction with a population that is less than 300,000.

The 10-day requirement in subsection (1) does not apply if the plan requires approval by federal, state or local agencies outside the jurisdiction of the issuing agency, The plan is for a complex structure that requires additional review as determined by the department or municipality, or based on conditions that exist in the affected municipality, the Director of the Department of Consumer and Business Services authorizes a different plan review schedule as described in a building inspection program submitted under ORS 455.148 or 455.150 [ORS455.467].

BUILDING PERMIT COMPLETION TIMELINE			
Permit Type	# of Permits	Submit to Accept (average # days)	Review to Issue (average # days)
Commercial Alarm/Suppression System	1	0	6
Commercial Structural	3	0.3	4
Residential 1&2 Family Dwelling	1	0	14
Residential Demolition	1	0	0
Residential MFD	2	0	10
Residential Mechanical	5	0	0
Residential Plumbing	1	0	1
Residential Structural	4	0.25	5.25
Applications Pending Staff Review			
N/A			
Application Pending Additional Information from the Applicant:			
N/A			

- Submitted: The application is brought to the counter or submitted through Accela online.
- Accepted for Review: The building permit tech has determined that all paperwork has been completed and it's ready for review within the department, including the Building Official review.
*Dwellings need to go through all departments therefore they have longer review times.
- Ready to Issue: the permit has been approved by each department and is ready to be issued once the fees are paid.

2. PLANNING

- Summary of **Final Decisions** on Planning Division Applications:

Application Type	August 2026	July 2026	FY 26-27 To Date	FY 2025 Total	FY 2022-2026 5 Year Average
Adjustments	0	0	0	2	0.8
Annexations	0	0	0	0	0.2
Comp Plan Amendments	0	0	0	0	0
Conditional Use	0	0	0	4	4
Fence Permit	3	0	4	36	39.4
Home Occupation	0	0	0	0	0.4
MFU	0	0	0	0	0.4
Partition	0	0	0	8	9.2
Planned Development/ Subdivision	0	0	0	3	1.4
Property Line Adjustments	0	1	1	7	6
Site Development Review	1	0	1		
Temp RV Permit	0	0	0	0	5.4
Vacation	0	0	0	0	0.2
Variance	0	1	1	2	1.4
Zoning Map Amendment	0	0	0	0	1.8

- Total Planning Division Applications **Submitted**:

Total Applications	3	2	6	23	70.8
Total Fees Collected	\$260.00	\$1,300.00	\$1,560.00	\$8,600.00	\$15,679.74

- 1 Land Use Application was submitted in August.
- 1 Land Use Application deemed complete in August.
- 0 Land Use Applications are pending Planning Commission final approval.
- 2 Land Use Application is pending administrative approval.
- The Planning Commission last met for a regular meeting on August 20th.

Land Use/Planning Permit Timeline: Jurisdictions have **30 days** to review an application to determine if it is complete. Cities and counties must take final action on a permit application, including all local appeals, within **120 days** after the application is deemed complete. The applicant may extend this period in writing for up to a total of 245 additional days. [ORS 197.311, SHMC 17.120].

LAND USE/PLANNING PERMIT COMPLETION TIMELINE					
Permit Type	Submitted	Deemed Complete	Time to Deem Complete (days)	Final Decision	Total Processing Time (days)
Site Development Review - III	7/6/26	7/6/26	0	8/20/26	45
Average Processing Time (days)					45

- Submitted: The application is brought to the counter or submitted via email or US Postal Service.
- Deemed Complete: Staff have reviewed the application submission and deemed that all required information has been submitted by the applicant.
- Final Decision: Type I and II applications are decided on by the Planning & Building Manager, Type III applications are decided on by the Planning Commission, and Type IV applications are recommended by the Planning Commission and approved by the City Council.
 - Type I applications require a 7-day minimum notice period prior to the decision.
 - Type II and III applications require a 20-day minimum notice period prior to the Planning Commission Meeting.
 - Type IV applications require a 35-day minimum notice period prior to the Planning Commission Meeting.

3. PARKS

The Park and Tree Committee last met on August 18th.

- Sankey Park Phase III: The pathway is complete, and steps will be added to the seating area. Construction has begun on the bandstand, with the goal of finishing the project before the Harvest Festival.
- Public Works staff removed blackberries at Strawberry Park
- Repairs are underway on the restroom doors at Northside Park.
- The exercise park is scheduled to be installed at City Hall in September

4. ENGINEERING

Application Type	August 2026	July 2026	FY 26-27 To Date	FY 2025 Total	FY 2022-2026 Average
ROW	\$180.00	\$600.00	\$780.00	\$900.00	\$1,758.00
SC Inspections	\$80.00	\$400.00	\$480.00	\$530.00	\$1,116.00
INF Inspections	0	0	0	\$1,775.00	\$861.00
Erosion Control	0	0	0	\$150.00	\$363.55
Parks SDC	\$1,307.73	\$2,529.88	\$25,260.32	\$25,221.00	\$32,208.47
Sewer SDC	\$4,731.36	\$9,153.14	\$13,884.50	\$97,979.09	\$126,831.85
Storm SDC	\$1,070.15	\$2,070.28	\$3,140.43	\$17,943.00	\$90,039.82
Streets SDC	\$3,208.33	\$6,206.74	\$9,415.07	\$62,048.93	\$131,408.71
Water SDC	\$8,114.70	\$17,145.62	\$3,837.61	\$102,858.81	\$182,352.05
Total	\$18,692.27	\$38,105.66	\$56,797.93	\$309,405.83	\$566,939.45

5. SPECIAL EVENTS, RENTALS, AND MEMBERSHIPS

Application Type	August 2026	July 2026	FY 2026 To Date	FY 2025 Total	FY 2022-2026 Average
Chair & Table Rental	0	\$10.00	\$10.00	\$235.00	\$240.10
Gazebo Rental	0	\$90.00	\$90.00	\$897.55	\$538.05
Hut Rental	0	\$75.00	\$75.00	\$175.00	\$160.52
Racquetball Membership	0	0	0	\$167.00	\$252.95
Weddle Bridge Rental	0	0	0	\$75.00	\$73.02
Bandstand	0	0	0	0	\$39.00
Total Fees Collected	0	\$175.00	\$175.00	\$1,549.55	\$1,303.64

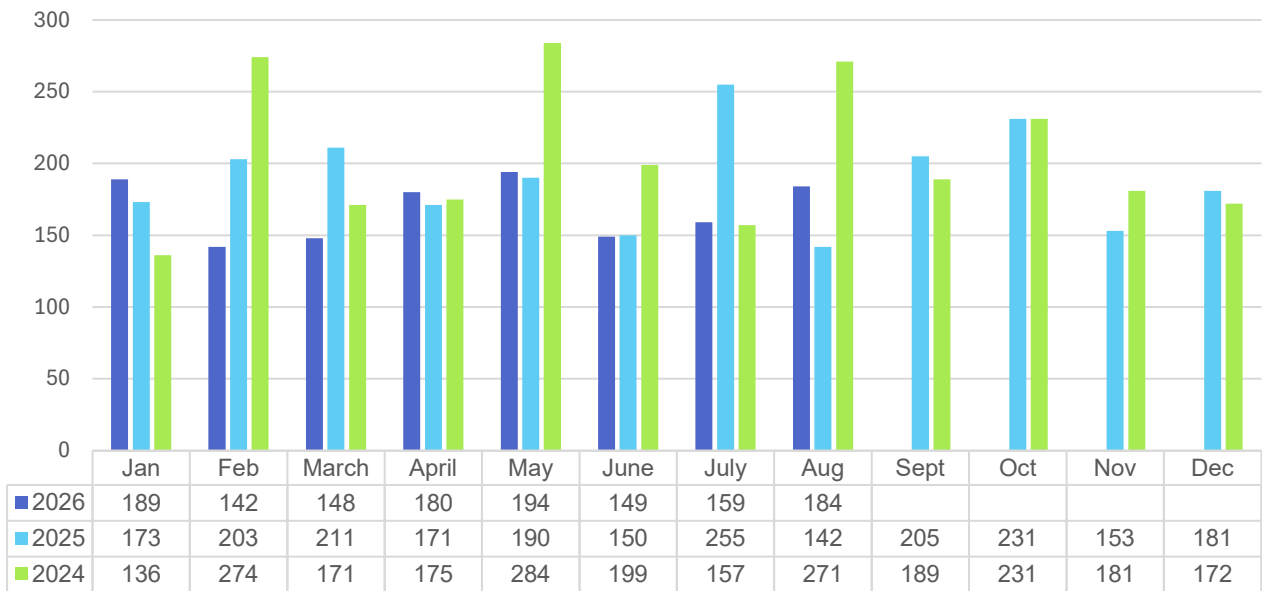
Finance Department

August 2026

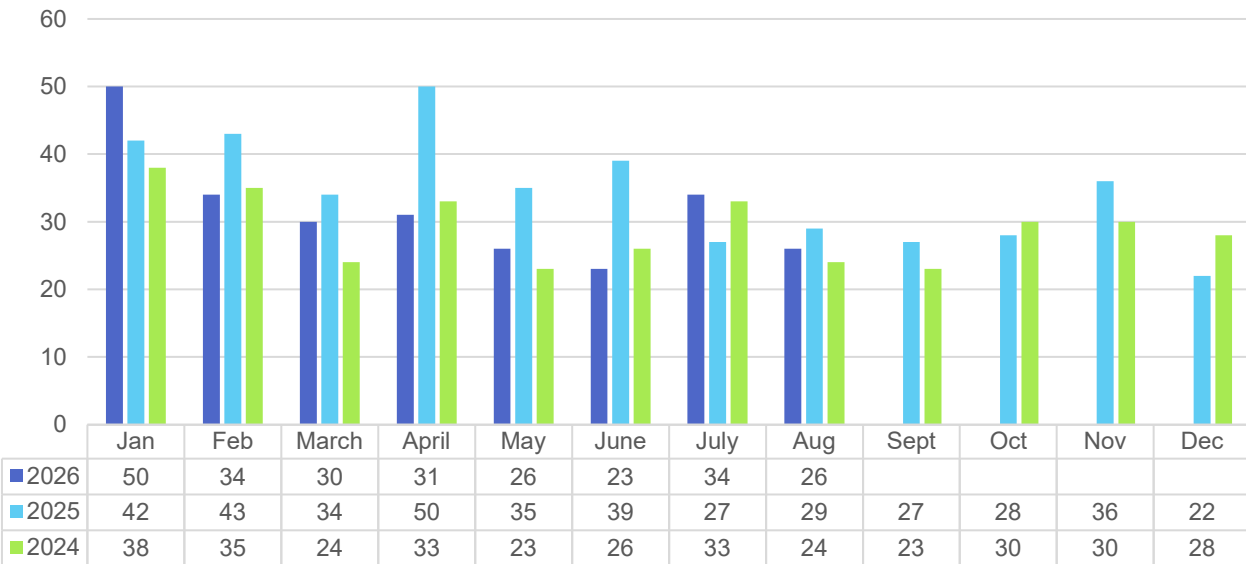
Finance Activities

Payroll was processed for 77 employees.

Accounts Payable Payments Processed

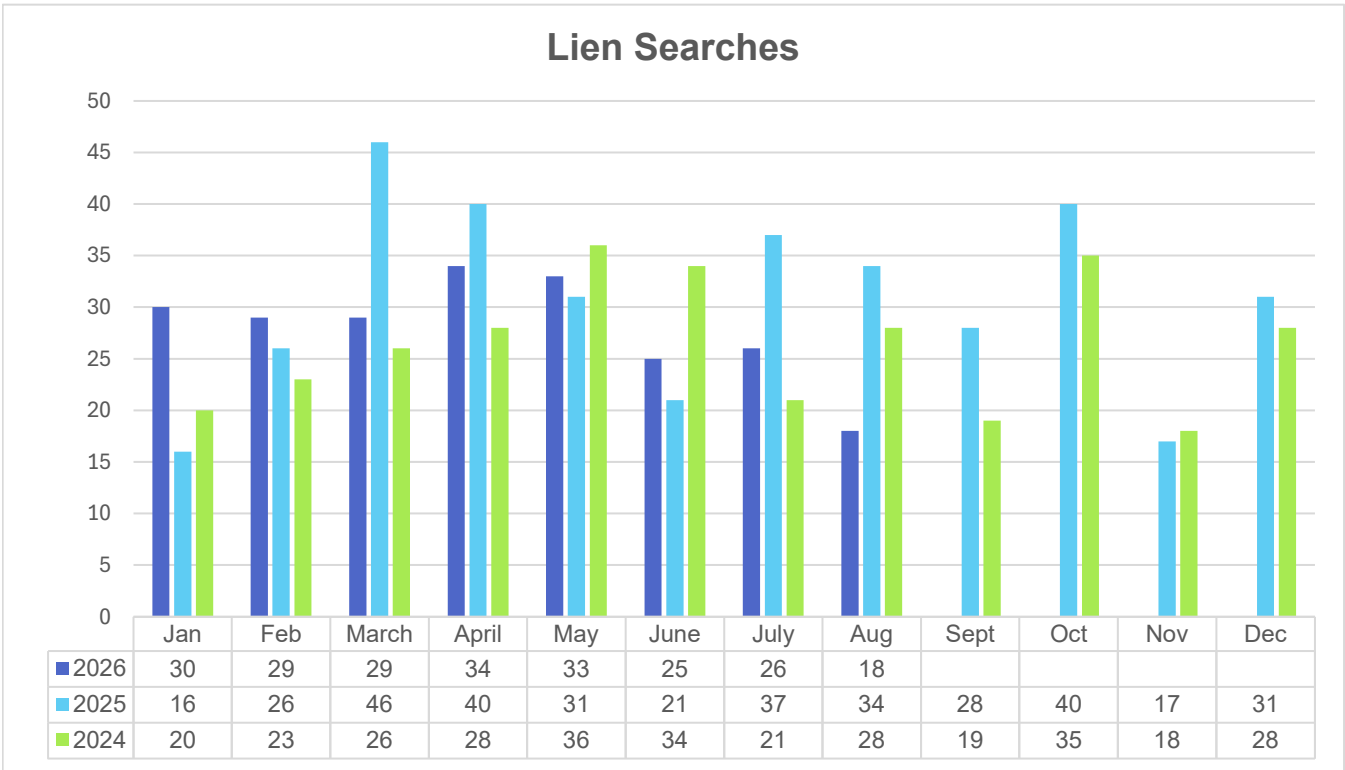


Passports Processed



Finance Department

August 2026

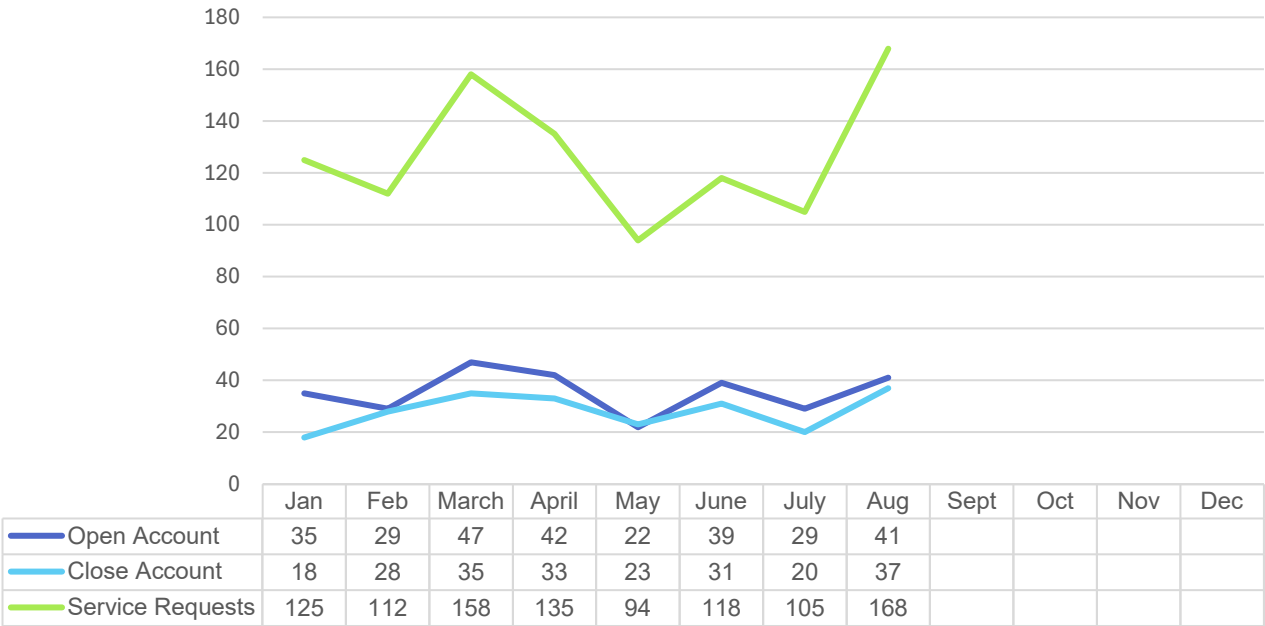


Finance Department

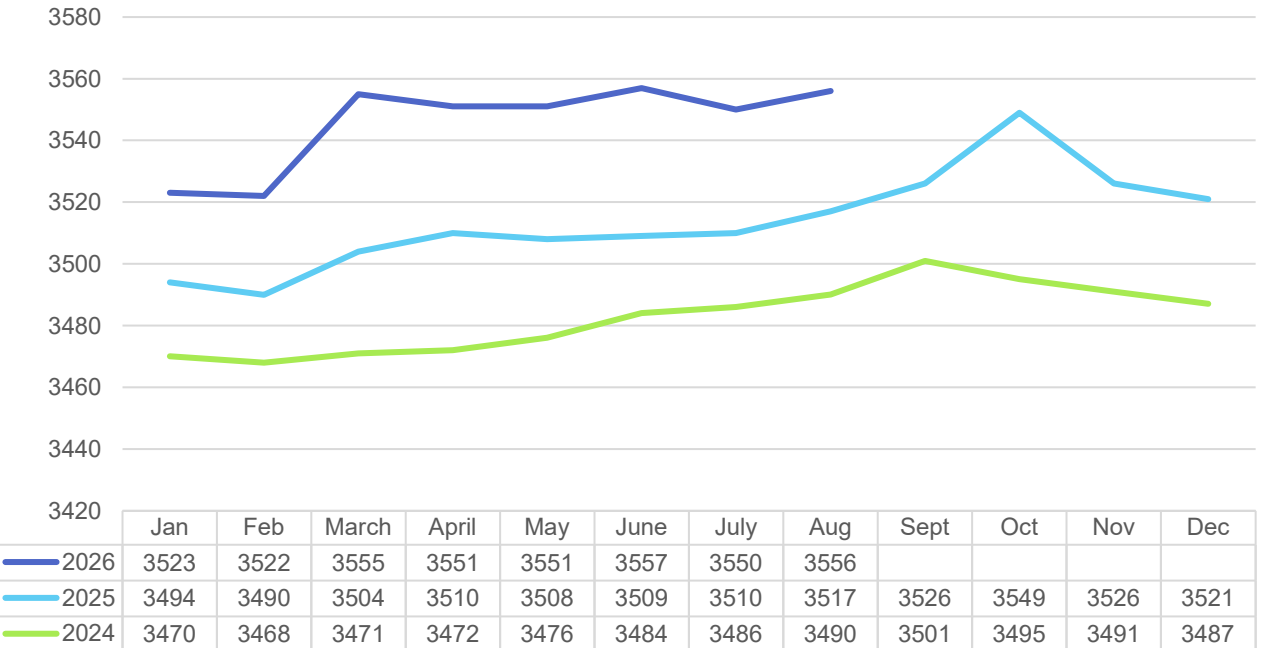
August 2026

Utility Billing Activities

2025 Service Requests

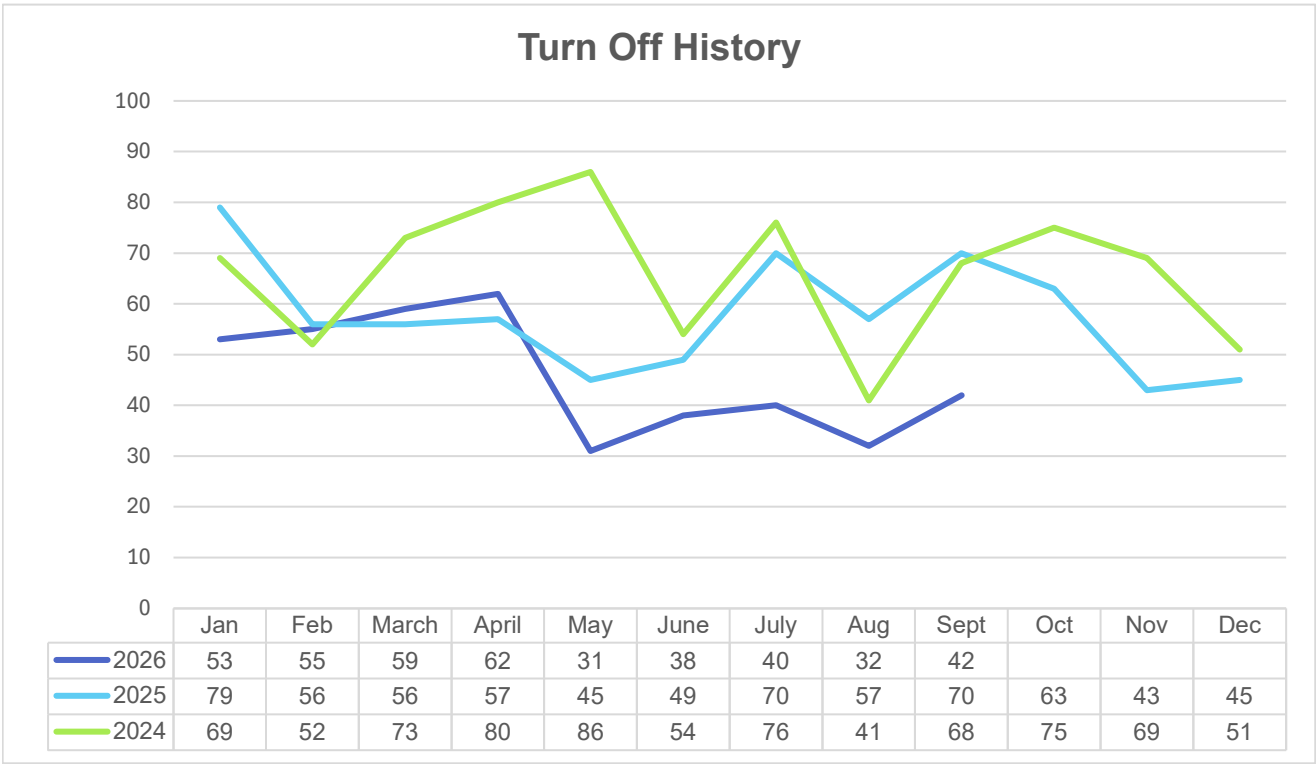
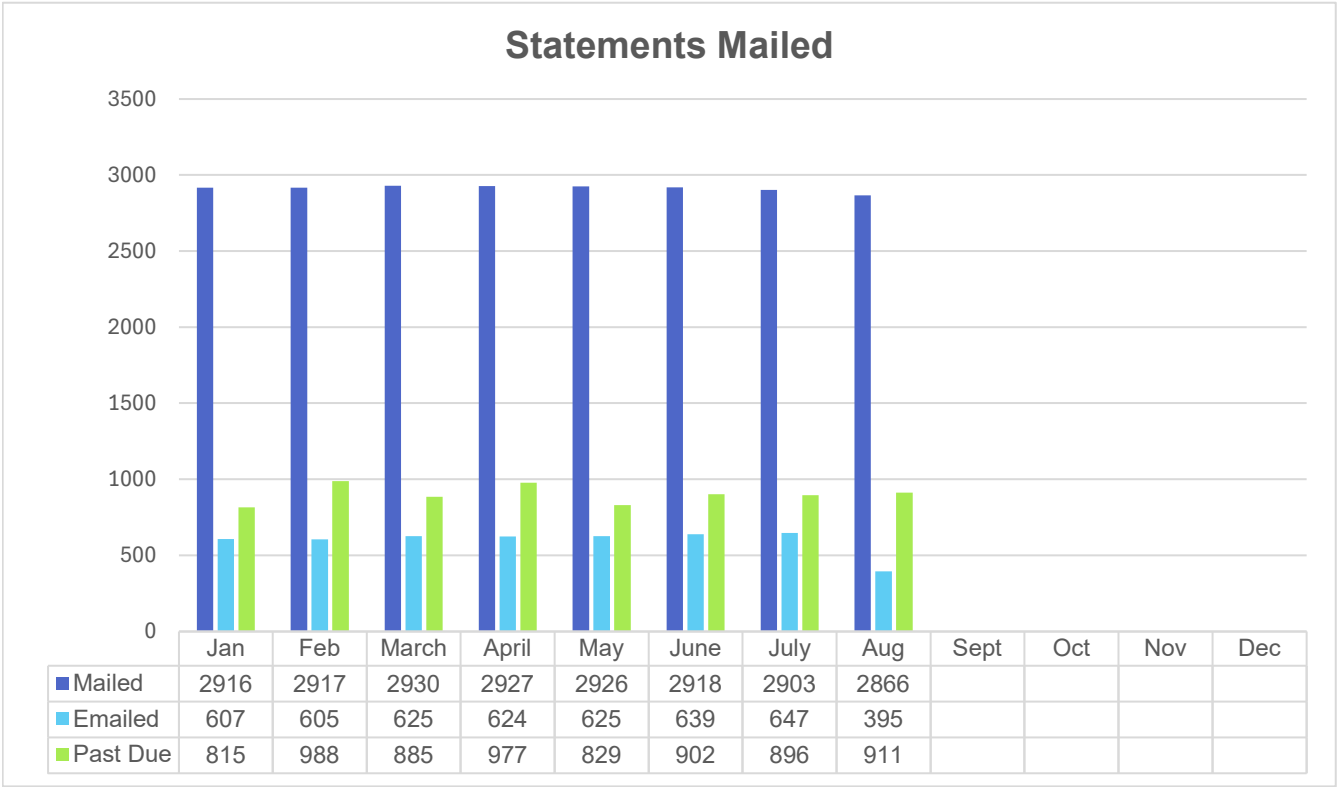


Billing Statements Created

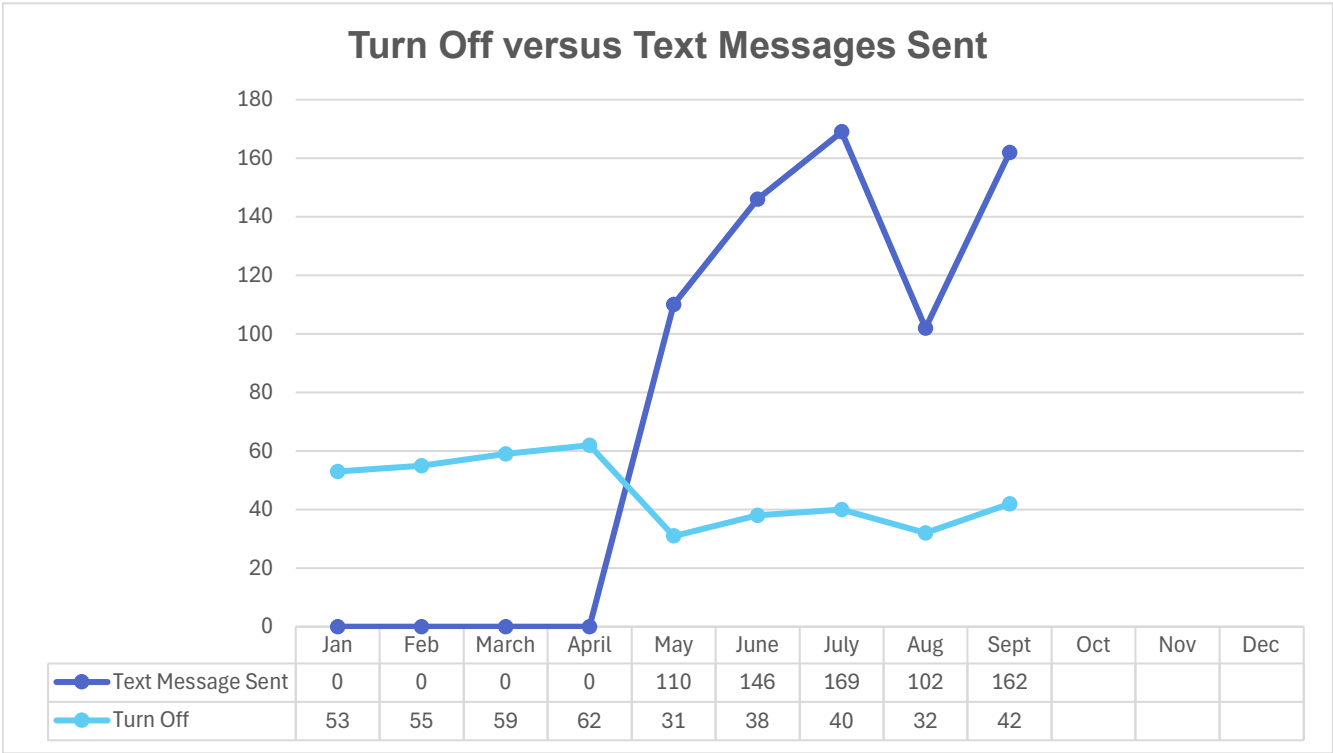


Finance Department

August 2026



Finance Department
August 2026



Submitted by:

Cindi Robeck
Financial Operations Manager
crobeck@sweethomeor.gov

CITATIONS ISSUED	Aug-26	Aug-25	2026 TO DATE	2025 TO DATE	YEAR TO DATE CHANGE
Chapter 803 Vehicle Title and Registration (Fail to Register Vehicle, Fail to Renew Registration, Altered Plate, Switched Plates, Fail to Display Plate, etc.)	0	2	14	9	35.71%
Chapter 806 Financial Responsibility Law (Driving Uninsured, Fail to Carry Proof of Insurance, False Info Regarding Liability Insurance, etc.)	12	8	113	84	25.66%
Chapter 807 Driving Privileges, Licenses and Permits (No Operator License, Fail to Carry and Present License, Fail to Change Name and/or Address on Operator License, etc.)	4	0	18	17	5.56%
Chapter 811 Rules of the Road for Drivers (Speeding, DWS, Reckless Driving, Careless Driving, Hit and Run, Fail to Obey Traffic Control Device, Follow too Close, Illegal Parking, Fail to Yield to Pedestrian, Fail to Wear Seatbelt, etc.)	24	13	161	170	-5.29%
Chapter 813 Driving Under Influence of Intoxicants (Drive Under Influence of Intoxicants, Refuse the Breath Test, etc.)	5	2	20	10	50.00%
Chapter 814 Pedestrians; Passengers; Livestock; Motorized Wheelchairs; Motorcycles; Bicycles (Improper Use of Lanes, No Motorcycle Helmet, Bicyclist failing to Signal, etc)	0	0	0	1	-100.00%
Chapter 815 Vehicle Equipment Generally (Improper Fenders or Mud Guards, Unreasonable Noise, Obstructed Vehicle Windows, etc.)	1	1	2	4	-50.00%
Chapter 816 Vehicle Equipment (Operate Without Lighting Equipment, Operate Without Tail Lights, etc)	0	0	1	1	0.00%
Chapter 818 -821 (Vehicle limits, abandoned vehicle, special provisions, off road vehicles)	0	0	0	1	-100.00%
TOTAL CITATIONS ISSUED	46	26	329	297	9.73%
TOTAL PERSONS CITED	29	11	205	159	22.44%
TOTAL WARNINGS ISSUED	65	52	866	643	25.75%
TOTAL OFFICER INITIATED TRAFFIC STOPS	85	64	1123	957	14.78%

MOTOR VEHICLE CRASHES	Aug-26	Aug-25	2026 TO DATE	2025 TO DATE	YEAR TO DATE CHANGE
MVC-FATAL	0	0	0	0	0.00%
MVC-INJURY	4	2	21	22	-4.55%
MVC-NON INJURY	9	8	53	48	9.43%
HIT & RUN VEHICLE INJURY	1	1	2	6	-66.67%
HIT & RUN PROPERTY	4	2	20	20	0.00%
TOTAL CRASHES	18	13	96	96	0.00%

CRASHES INVOLVING DUII ARREST	0	0	1	2	-50.00%
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	Aug-26	Aug-25	2026 TO DATE	2025 TO DATE	YEAR TO DATE CHANGE
CALLS FOR SERVICE					
PERSON CRIMES (Homicide, Assault, Harassment, Sex Crimes, Menacing, Reckless Endanger, Kidnap, Domestic Violence, Elder & Child Abuse, etc)	8	24	128	155	-17.42%
PROPERTY CRIMES (Arson, Burglary, Theft, Criminal Mischief, Motor Vehicle Theft, Robbery, Unlawful Entry into Motor Vehicle, Reckless Burning, etc)	33	27	252	257	-1.95%
SOCIETY CRIMES (Drive Under Influence of Intoxicants, Disorderly Conduct, Resisting Arrest, Criminal Trespass, Escape, Runaway, Drug Offenses, Weapon Offenses, etc)	25	16	158	216	-26.85%
OREGON SPECIFIC CRIMES (Protective Custodies, Traffic Crimes other than DUII, Warrant Arrests)	63	58	442	560	-21.07%
TOTAL CRIMES REPORTED	129	125	980	1188	-17.51%
TOTAL CRIMES CLEARED	93	92	639	648	-1.39%
NON CRIMINAL CALLS FOR SERVICE (Abandoned Vehicles, Agency Assists, 911 hangups, Alarm Calls, Ambulance Assist, Animal Calls, Death Investigations, Disturbances, Domestic Disputes, Juvenile, Motor Vehicle Crashes, Public Assists, Suspicious Activity, Traffic, Trespass Warnings, etc)	688	747	5537	5436	1.82%
TOTAL CALLS FOR SERVICE	817	872	6517	6624	-1.62%
TOTAL INCIDENT NUMBERS ISSUED	773	838	6158	6231	-1.17%
TOTAL CAD NUMBERS ISSUED	1349	1403	11367	11231	1.20%

	Aug-26	Aug-25	2026 TO DATE	2025 TO DATE	YEAR TO DATE CHANGE
CUSTODIES					
TOTAL PERSONS TAKEN INTO CUSTODY	66	71	498	571	-12.78%
TOTAL ADULTS ARRESTED	62	63	480	538	-10.78%
TOTAL JUVENILES IN CUSTODY	4	8	24	32	-25.00%
TOTAL CHARGES	107	119	916	1055	-13.18%
TOTAL ADULT CHARGES	98	111	886	1016	-12.80%
TOTAL JUVENILE CHARGES	9	8	30	39	-23.08%