



CITY OF SWEET HOME CITY COUNCIL AGENDA

September 08, 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: 882 329 760

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) [2026-08-11 City Council Meeting Minutes](#)
- ii) [2026-08-25 City Council Executive Session Minutes](#)
- iii) [2026-08-25 City Council Meeting Minutes](#)

IV. Recognition of Visitors & Hearing of Petitions

V. Old Business

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

VI. New Business

- a) [Request for Council Action – Approving a Contract for City Prosecution Services](#)
- b) [Request for Council Action – Approving the Equipment & Services Contracts for the Water Treatment Plant Generators Project](#)

VII. Reports of Committees

Administration, Finance & Property Committee – Council President Thorstad

Community Health Committee – Councilor Bronson

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.

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

VIII. Department Reports

Library

• [Library Report – August 2026](#)

Planning & Building

Public Works

• [Public Works Report – August 2026](#)

Finance

Police

IX. Reports of City Officials

City Manager's Report

Mayor's Report

X. Council Business for Good of the Order

XI. Adjournment



CITY OF SWEET HOME CITY COUNCIL MEETING MINUTES

August 11, 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

Council President Josh Thorstad
Councilor Chelsea Augsburger
Councilor Ken Bronson
Councilor Dylan Richards
Councilor Angelita Sanchez

ABSENT

Mayor Susan Coleman
Councilor Aaron Hegge

STAFF

Jason Ogden, City Manager / Police Chief
Cecily Hope Pretty, Deputy City Manager
Blair Larsen, City Attorney
Angela Clegg, Planning & Building Manager
Adam Leisinger, Special Projects Manager
Cindi Robeck, Financial Operations Manager
Dominic Valloni, Interim Public Works Director

III. Consent Agenda

Approval of Minutes:

- a) 2026-07-28 City Council Meeting Minutes

Councilor Richards moved to approve the Consent Agenda. Councilor Augsburger seconded the motion. The motion carried by the following votes:

AYE: Thorstad, Augsburger, Bronson, Richards, Sanchez

NAY: None

ABSENT: Coleman, Hegge

IV. Recognition of Visitors & Hearing of Petitions

- a) Public Hearing – City Attorney Services

Council President Thorstad opened the Public Hearing at 6:31 PM.

There were no speakers to be heard.

Council President Thorstad closed the Public Hearing at 6:31 PM.

b) Request for Council Action – Bill Dispute for 1207 Long Street

City Manager Ogden stated that Mr. John Suh of Mr. Lucky's Deli requested a hearing from City Council, in accordance with City policy, regarding a bill dispute. He reviewed the history of the utility account, including identification of a leak and mounting utility bills which were repeatedly disputed since June 2025. He stated that City Council needed to determine how to handle the dispute, including if any reductions to the account balance should be granted.

Councilor Bronson asked for clarification on the timeline between the first notification to the business owner regarding the leak to the time of the resolution of the issue. City Manager Ogden replied that the issue persisted from approximately May 2025 to December 2025. Councilor Bronson expressed concern with establishing a precedent by allowing further reductions to the balance.

Councilor Richards asked why the payment plan was declined. Deputy City Manager Pretty replied that Mr. Suh continued to dispute the balance and believe that the City was responsible for miscalculating his water usage.

Councilor Sanchez asked how the City communicated the dispute's scheduling to Mr. Suh and why he was not in attendance. Deputy City Manager Pretty replied that he was provided notice via certified and standard mail. Councilor Sanchez asked when the mailings were sent. Financial Operations Manager Robeck replied that they were sent July 29th. Councilor Sanchez expressed concern that Mr. Suh would sue the City if he did not have the opportunity to appear before City Council. City Attorney Larsen stated he did not believe Mr. Suh would have a strong legal case against the City. Councilor Sanchez expressed concern with some of the evidence provided by Mr. Suh but noted her concern that he was not available for questions. City Attorney Larsen recommended that City Council postpone a decision until the following meeting to allow Mr. Suh another opportunity to appear.

Councilor Sanchez moved to postpone the item until the following City Council meeting. Councilor Richards seconded the motion. The motion carried by the following votes:

AYE: Thorstad, Augsburg, Bronson, Richards, Sanchez

NAY: None

ABSENT: Coleman, Hegge

V. New Business

- a) Request for Council Action – Resolution No. 15 for 2026 – Approving Traffic Control “Stop” Signs

City Manager Ogden stated that there were three recently developed subdivisions in the City that required new stop signs for traffic control. He noted that traffic control devices required City Council approval according to City Municipal Code. He described stop signs either already installed or needed within the Mountain River, Coulter, and Clearwater subdivisions.

Councilor Bronson stated that the stop signs were in common-sense locations.

Councilor Richards moved to approve Resolution No. 15 for 2026. Councilor Sanchez seconded the motion. The motion carried by the following votes:

AYE: Thorstad, Augsburg, Bronson, Richards, Sanchez

NAY: None

ABSENT: Coleman, Hegge

VI. Ordinance Bills

Third Reading of Ordinance Bills (Roll Call Vote Required)

- a) Request for Council Action – Ordinance No. 3 for 2026 – Ordinance No. 1341 – Amending SHMC 2.04.030 Nominations & Declaring the Need for an Expediency Clause

Ordinance No. 3 for 2026 was read by title only.

Councilor Bronson moved to approve Ordinance No. 3 for 2026. Councilor Richards seconded the motion. The motion carried by the following vote:

AYE: Thorstad, Augsburg, Bronson, Richards

NAY: Sanchez

ABSENT: Coleman, Hegge

City Attorney Larsen stated that the motion should have been to adopt the Ordinance rather than to approve it.

Councilor Bronson moved to adopt Ordinance No. 3 for 2026. Councilor Richards seconded the motion. The motion failed by the following vote:

AYE: Thorstad, Augsburg, Bronson

NAY: Richards, Sanchez

ABSENT: Coleman, Hegge

Councilor Bronson stated that the majority of Councilors voted in favor of the motion. Deputy City Manager Pretty clarified that the recent Charter changes require four affirmative votes for any changes to City Code.

Councilor Sanchez stated that she voted against the item because she felt the expediency clause was unnecessary and that she believed the City's Home Rule Charter protected the City Code against State control.

President Pro Tem Thorstad asked if another vote could be taken. Deputy City Manager Pretty replied that a motion to reconsider would be required from one of the "no" votes in order to take another vote.

Councilor Bronson asked if action could be postponed to the following meeting. Deputy City Manager Pretty replied that the action had already been taken so postponement was no longer an option.

VII. Reports of Committees

Administration, Finance & Property Committee – Council President Thorstad

Community Health Committee – Councilor Bronson

- 2026-07-22 Community Health Committee Meeting Minutes

Library Advisory Board – Councilor Augsburg

Park & Tree Committee – Councilor Hegge

- 2026-07-21 Park & Tree Committee Meeting Minutes

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 Bronson noted that the Community Health Fair would take place on the upcoming Saturday.

VIII. Department Reports

Library

- Library Report – July 2026

Planning & Building

Public Works

- Public Works Report – July 2026

Finance

- Finance Department Report – July 2026

Police

- Police Department Report – July 2026

City Attorney

City Manager Ogden highlighted the statistics for the Police Department including decreases in person crimes, property crimes, and society crimes.

IX. Reports of City Officials

City Manager's Report

- August 2026 Newsletter

City Manager Ogden stated that the filing period for City Council was still currently open. He thanked the community for their participation in National Night Out and for all the staff and vendors who were involved.

Mayor's Report

There was no report to be heard.

X. Council Business for Good of the Order

Councilor Sanchez thanked Director Valloni for his coordination with Marion County to perform striping in Sweet Home.

XI. Adjournment

There being no further discussion, the meeting was adjourned at 7:01 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME CITY COUNCIL EXECUTIVE SESSION MINUTES

August 25, 2026, 5:00 PM
Sweet Home City Hall, 3225 Main Street
Sweet Home, OR 97386

Call to Order

The meeting was called to order at 5:00 PM.

Roll Call

PRESENT

Mayor Susan Coleman
Council President Josh Thorstad
Councilor Chelsea Augsburger
Councilor Ken Bronson
Councilor Aaron Hegge
Councilor Angelita Sanchez

ABSENT

Councilor Dylan Richards

STAFF

Jason Ogden, City Manager / Police Chief
Cecily Hope Pretty, Deputy City Manager
Blair Larsen, City Attorney

MEDIA

Sarah Brown, The New Era

Executive Session

Mayor Coleman read the Executive Session statement at 5:01 PM.

The Sweet Home City Council Executive Session is held pursuant to:

ORS 192.660(2)(a) to consider the employment of a public officer, employee, staff member, or individual agent.

Official representation of the news media and designated staff shall be allowed to attend the Executive Session. All other members of the audience are asked to remain outside the room during the Executive Session. Representatives of the news media are specifically directed not to report on any of the discussions during Executive Session, except to state the general subject of the session as previously announced. No formal actions may be taken in Executive Session.

Formal actions to be taken, if any, as a result of the Executive Session will be conducted during the Council's regular session.

Adjournment

There being no further discussion, the meeting was adjourned at 5:59 PM.

ATTEST:

Mayor

City Manager – Ex Officio City Recorder



CITY OF SWEET HOME CITY COUNCIL MINUTES

August 25, 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

II. Roll Call

PRESENT

Mayor Susan Coleman
Council President Josh Thorstad
Councilor Chelsea Augsburger
Councilor Ken Bronson
Councilor Aaron Hegge
Councilor Dylan Richards
Councilor Angelita Sanchez

STAFF

Jason Ogden, City Manager / Police Chief
Cecily Hope Pretty, Deputy City Manager
Blair Larsen, City Attorney
Angela Clegg, Planning & Building Manager
Megan Dazey, Library Services Director
Adam Leisinger, Special Projects Manager
Cindi Robeck, Financial Operations Manager
Dominic Valloni, Interim Public Works Director

MEDIA

Sarah Brown, The New Era

GUESTS

Gary Jarvis, 2941 Foothills Drive, Sweet Home, OR 97386
Jon Suh, 1207 Long Street, Sweet Home, OR 97386

III. Consent Agenda

- a) Request for Council Action – Municipal Court Judge Employment Contract

Approval of Minutes:

- a) 2026-08-11 City Council Work Session 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, Augsburger, Bronson, Hegge, Richards, Sanchez
NAY: None

III. Recognition of Visitors & Hearing of Petitions

Gary Jarvis expressed concern that applications for City Council and Mayor had not been posted immediately following the closure of the first filing period and that one filer's application appeared not to have been time and date stamped. He asked why the City Council had not yet had a Work Session to address updating Council rules following the recent Charter revisions.

a) Request for Council Action – Bill Dispute for 1207 Long Street

City Manager Ogden stated that the item had been reviewed at the previous City Council meeting but had been postponed to allow for more time to contact the protestor. He noted that the City Attorney personally delivered a notice to a staff member at the place of business owned by Mr. John Suh. He reviewed the highlights of the case including Mr. Suh's dispute of high utility charges and the presence of a leak and refusal of a payment plan.

Mayor Coleman invited Mr. Suh to speak.

Mr. Suh stated that there was prior history of high consumption spikes without the presence of a leak. He noted that a licensed plumber came to the business in January 2026 and detected no leak. He stated that his historical average bill was approximately \$160 monthly and that he was seeking a reasonable rate.

Mayor Coleman invited staff to speak.

City Manager Ogden stated that staff reports showed high water consumption until the repair was made, at which point normal water usage resumed. He added that the City already granted Mr. Suh a leak adjustment even though his situation did not technically qualify for a reduction under the existing policy.

Mayor Coleman invited Mr. Suh to speak.

Mr. Suh stated that the issue was not on his side of his meter and requested that the City check their side of the meter. He requested that the City Council to waive some of his fees.

Mayor Coleman invited Council discussion.

Councilor Bronson asked for clarification on the timeline of repair and normalized consumption. City Manager Ogden stated that the consumption normalized in January 2026 after repairs were performed.

Councilor Sanchez asked if the City has a policy to notify customers of high consumption. City Manager Ogden stated that they did. Financial Operations Manager Robeck added that City staff notified Mr. Suh's manager multiple times once the high consumption was identified. Councilor Sanchez asked if City staff ever tested the meter and system themselves. Interim Director Valloni stated that his staff went out multiple times and he himself went out, tested the meter, and detected a leak.

Mayor Coleman asked if staff was aware of any other cities that provided a notification to customers when usage was high. City Manager Ogden replied that he was not. Mayor Coleman stated that she had lived in many communities and was not aware of another City that took the time to notify customers of issues and used Public Works staff time to try to solve it. Mayor Coleman asked whose responsibility it would be in case of a leak underneath a building. Interim Director Valloni replied that it would be the private property owner's responsibility. Mayor Coleman reviewed her understanding of the timeline and requested Council input on a resolution.

Councilor Sanchez moved to waive the late fees on the account and that Mr. Suh shall agree to a payment plan to pay off the full remaining balance in three payments. Councilor Richards seconded the motion. The motion carried by the following vote:

AYE: Coleman, Augsburger, Richards, Sanchez

NAY: Thorstad, Bronson, Hegge

V. Old Business

There was no old business to be heard.

VI. New Business

- a) Request for Council Action – Resolution No. 16 for 2026 – Adopting the City of Sweet Home's 2027-2028 State Legislative Priorities for the League of Oregon Cities

City Manager Ogden stated that City Council reached a consensus on the following five legislative priorities following a recent Work Session:

- Water and wastewater infrastructure funding
- Investment in community resilience and disaster planning
- Land availability and land use streamlining
- Strengthening economic and workforce development
- Supporting municipal cybersecurity proficiency

Councilor Sanchez moved to approve Resolution No. 16 for 2026. Councilor Richards seconded the motion. The motion carried by the following vote:

AYE: Coleman, Thorstad, Augsburger, Bronson, Hegge, Richards, Sanchez

NAY: None

VII. Reports of Committees

Administration, Finance & Property Committee – Council President Tem 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

There were no reports to be heard.

VIII. Department Reports

Library

Planning & Building

- Planning & Building Report – July 2026

Public Works

Finance

Police

Planning & Building Manager Clegg stated that she needed pie judges for the upcoming Harvest Festival. Councilor Bronson and Councilor Sanchez stated they would volunteer.

IX. Reports of City Officials

City Manager's Report

City Manager Ogden stated that the filing period for City Council was open until August 31st at 5:30 PM. He highlighted that the concrete for the bandstand at Sankey Park had been poured and the fitness court at City Hall would be finished in approximately two weeks.

Mayor's Report

Mayor Coleman recognized the neighbor outside City limits who saved two children from a recent fire and the first responders who were able to extinguish the fire. She thanked the Community Health Committee for hosting their annual Community Health Fair and providing 200 backpacks to local children. She congratulated A&W on their recent anniversary and the Sweet Home Rodeo on a successful event. She highlighted a September 11th recognition at the Sweet Home American Legion.

X. Council Business for Good of the Order

Councilor Sanchez stated that her receipt for her Mayoral filing contained her date and timestamp. She added that she would be absent for the following City Council meeting.

XI. Adjournment

There being no further discussion, the meeting was adjourned at 7:15 PM.

Mayor

ATTEST:

City Manager – Ex Officio City Recorder



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Resolution No. 17 for 2026 – Naming 3101 Zelkova Street “Quarry Park”

Preferred Agenda: September 8, 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: Resolution No. 32 for 2016

Towards Council Goal: Economic Strength, Image Building

Attachments: Resolution No. 17 for 2026
Application for Naming Publicly Owned Facilities – 3101 Zelkova Street
Resolution No. 32 for 2016

Purpose of this RCA:

To seek City Council approval of a formal name for 3101 Zelkova Street.

Background/Context:

Since the City’s acquisition of 3101 Zelkova Street from Linn County in 2018, the 233-acre site has been informally known as “Quarry Park.” In order to support future development and marketing, staff is proposing formal adoption of a park name.

Staff received Council consensus to move forward with this process with the proposed name of Quarry Park during the July 14th City Council meeting. Resolution No. 32 for 2016 establishes the process for naming of publicly owned facilities, which requires a 30-day public notice period of the naming proposal. A notice of the intent to name the park and notice of a Public Hearing during the September 8, 2026 City Council meeting was published in the New Era on July 29th. No comments were submitted to staff to date.

The Challenge/Problem:

City Council has the opportunity to consider any public testimony during the scheduled Public Hearing and deliberate the name change before making a formal decision on the property name.

Issues and Financial Impacts:

Adoption of a formal name will necessitate signage in the future, with those costs to be determined at that time. Adopting a name now does not eliminate the possibility of future sponsorship or renaming opportunities in case of future partnerships.

Elements of a Stable Solution:

Direction that supports the City's parks and recreation goals.

Options:

1. Move to deny Resolution No. 17 for 2026: The property will remain without a formal name. This does not mean it cannot be named in the future.
2. Move to approve Resolution No. 17 for 2026 as proposed: The name "Quarry Park" will be adopted formally.
3. Move to approve Resolution No. 17 for 2026 with amendments: City Council may approve a different name for the property.
4. Provide other guidance to staff: Direct staff to extend the input process, conduct additional outreach, or follow other guidance.

Recommendation:

Staff recommends Option 2: Move to approve Resolution No. 17 for 2026 as proposed.

RESOLUTION NO. 17 FOR 2026

A RESOLUTION NAMING 3101 ZELKOVA STREET “QUARRY PARK”

WHEREAS, the City of Sweet Home acquired 3101 Zelkova Street from Linn County in 2018; and

WHEREAS, the site served as a former rock quarry; and

WHEREAS, the area has been referred to informally as “Quarry Park” since its acquisition; and

WHEREAS, the site is a key component of the City’s Park System Plan; and

WHEREAS, a formally recognized name will support future funding and marketing efforts; and

WHEREAS, City staff have followed the process required by Resolution No. 32 for 2016 for naming publicly owned facilities including a 30-day public input period and Public Hearing at a City Council meeting;

NOW, THEREFORE, THE CITY OF SWEET HOME DOES RESOLVE AS FOLLOWS:

3101 Zelkova Street is hereby named “Quarry Park.”

This Resolution shall be effective immediately upon its passage.

PASSED by the Council and approved by the Mayor, this 8th day of September, 2026.

Mayor

ATTEST:

City Manager - Ex Officio City Recorder

NOTICE OF PUBLIC HEARING
REGARDING NAMING OF A
PUBLIC FACILITY. NOTICE IS
HEREBY GIVEN that the Sweet
Home City Council will hold a
public hearing to consider a
request to name the property
located at 3101 Zelkova Street
"Quarry Park."
REVIEW AND DECISION
CRITERIA: Sweet Home Policy
for Naming Publicly Owned
Properties or Facilities, contained
and adopted in Sweet Home City
Council Resolution No. 32 for
2016. **CITY COUNCIL PUBLIC**
HEARING:
DATE & TIME: September 8,
2026 at 6:30 PM.
LOCATION: City Hall Council
Chambers, 3225 Main Street,
Sweet Home, Oregon 97386.
STAFF CONTACT: Cecily Pretty,
Deputy City Manager.
Phone: (541) 367-8969.
Email: cpretty@sweethomeor.
gov.
You may submit comments or
recommendations prior to or

at the public hearing. Written
comments, submitted by 5:00
PM on September 1, 2026, will
be included in the staff report
that is provided to the City
Council. Written comments that
are submitted after that time,
but prior to the hearing, will be
presented to the City Council at
the public hearing. Comments
may be emailed to cpretty@
sweethomeor.gov or mailed or
submitted to the City Manager's
Officer at City Hall, 3225 Main
Street, Sweet Home, Oregon
97386. After the public hearing,
the City Council will make a final
decision. A copy of the application
and all relevant documents are
available for inspection at no
cost and a copy will be provided
at reasonable cost. Persons
who wish to comment on the
naming of the property will be
given the opportunity to do so at
the City Council public hearing.
The location of the meeting
is accessible to persons with
disabilities. If you have a disability
that requires accommodation,
please notify Cecily Pretty at the
phone number, email address, or
address above in advance of the
meeting.

Affidavit of Publication

STATE OF OREGON COUNTY OF LINN

I, Miriam Swanson, being
first duly sworn, depose and say that I am the
Publisher of
The New Era, a newspaper of general
circulation as defined by ORS 193.010 and
193.020; printed and published at Sweet
Home in the aforesaid county and state; that I
know from my personal knowledge that the

NOTICE OF PUBLIC HEARING REGARDING NAMING OF A PUBLIC FACILITY

a printed copy of which is hereto annexed, was
Published in the entire issue of said newspaper
For 1 successive and consecutive
week(s) in the following issue(s):

7/29/2026

\$158.40

Publisher Miriam Swanson

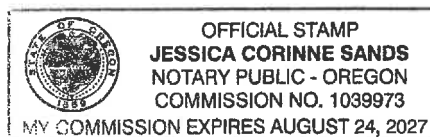
subscribed and sworn before me on:

August 06, 2026

Jessica C. Sands

Notary Public of Oregon

My Commission expires: August 24, 2027





City of Sweet Home

Application for Naming Publicly Owned Facilities

The Sweet Home City Council has sole responsibility for establishing formal legal names for City-owned facilities. The policy for naming Publicly Owned Facilities is attached. Please complete the following form. Return the completed form and the appropriate fees to City Hall for consideration.

<i>Publicly Owned Facilities or Property Considered for Naming:</i>	
3101 Zelkova Street	
<i>Current Name:</i> none	<i>Proposed Name:</i> Quarry Park

<i>Applicants Name:</i>	Cecily Hope Pretty		
<i>Organization:</i>	City of Sweet Home		
<i>Contact Info:</i>	<i>Address:</i> 3225 Main Street		
	<i>City:</i> Sweet Home	<i>State:</i> OR	<i>Zip:</i> 97386
	<i>Email:</i> cpretty@sweethomeor.gov		<i>Phone:</i> 541-367-8969

<i>Please provide and explanation of why the City should take this action:</i>
This area has been unofficially called Quarry Park for several years. With upcoming improvements such as a disc golf park, we feel it is important to formalize a name for the area. In the event of a future partnership or donation, the City is open to a name change.

For Official Use Only			
<i>Date:</i>	<i>Received By:</i>	<i>Fee Paid:</i>	<i>Receipt #:</i>

<i>Application Review:</i>	<i>Date:</i>	<i>Recommendations (Approve, Approve with Conditions, Deny):</i>
() <i>Park & Tree Committee</i>		
() <i>City Council</i>		
()		

RESOLUTION 32 for 2016

**A RESOLUTION OF THE SWEET HOME CITY COUNCIL ESTABLISHING A POLICY
FOR NAMING PUBLICLY OWNED PROPERTIES OR FACILITIES**

WHEREAS, the City Council of the City of Sweet Home recognizes the need to establish a policy for naming parks, buildings and other city owned properties or facilities; and

WHEREAS, the City Council recognizes that there are City-owned properties and facilities which already have names commonly known throughout the community; and

WHEREAS, the City Council wishes to establish a procedure for recognizing and honoring persons by naming publically owned facilities after them; and

**NOW THEREFORE, THE SWEET HOME CITY COUNCIL HEREBY RESOLVES AS
FOLLOWS:**

Section 1. The City of Sweet Home adopts the following Public Facility Naming Policy:

- I. PURPOSE: To establish a uniform policy which will provide direction regarding naming or renaming city owned land, facilities, parks, and buildings, which are compatible with the community interest and which will enhance the values and heritage of the City of Sweet Home.
- II. GENERAL:
 - a. This policy establishes the guidelines, criteria and process for naming or renaming of city-owned property.
 - b. The City Council shall have the final authority to name and rename any or all City-owned property or portion thereof. This shall include the authority to revoke the name of a City-owned property. Names which would be detrimental to the mission or image of the City of Sweet Home will not be used to identify City-owned property.
 - c. The donation of land, facilities, or funds for the acquisition, renovation or maintenance of City-owned property shall not constitute an obligation or establish a right to name any land or facilities granted to the City.

- d. It is the intent of the City Council to keep the name of any existing park, City-owned facility or other City-owned property unless there are compelling reasons to consider a name change.
- e. Official street names and addresses shall be established by the City of Sweet Home in accordance with the policies and procedures already outlined in City policy and Ordinance; the naming of streets and creation of addresses do not fall under this policy.
- f. All costs including staff time, labor and materials associated with the installation of plaques, monuments, and signs will be borne by the individual, group or organization sponsoring the request.

III. NAMING CRITERIA:

- a. The size, wording and materials of any memorial or sign associated with the name of a City-owned property shall be reviewed by City staff for compliance with the City's Sign Code. Content of such shall be reviewed by staff and approved by the City Council prior to production.
- b. Whenever possible, naming shall begin early in the development and/or acquisition of City-owned property.
- c. Names shall be appropriate to the park, building or other City-owned facility and are encouraged to reflect the following:
 - i. history, flora, fauna, geographic area, or natural geologic features related to the City of Sweet Home;
 - ii. significant historical events, cultural attributes, local landmarks, or a historical figure; or
 - iii. City's ethnic and cultural diversity.
- d. Signs shall be written using the English alphabet.
- e. The City Council may consider the following when making a determination regarding names which honor individuals or families:
 - i. Have they made a lasting and significant contribution to the protection of natural, cultural, or historic resources of the City of Sweet Home; or
 - ii. Have they made significant contribution to the betterment of a specific City-owned property; or
 - iii. Have they made a substantial contribution to the advancement of recreational opportunities within the City of Sweet Home; or

- iv. Are they associated with an economic development or redevelopment activity the City is undertaking; or
 - v. Have they had a positive impact on the lives of Sweet Home residents; or
 - vi. Have they volunteered or worked for the city for ten (10) years or more; or
 - vii. Have they distinguished themselves through military service; or
 - viii. Are they a current or past resident of Sweet Home who has distinguished themselves?
- f. The City Council may name city-owned property after an individual who has served as a city official or was an employee of the City of Sweet Home provided that:
- i. They no longer work for the city; and,
 - ii. They made a contribution over and above the normal duties required by their position; or
 - iii. They had a positive impact on the past and future development of programs, projects or facilities within the City of Sweet Home; or
 - iv. They have made significant volunteer contributions to the community outside the scope of their job; or
 - v. They have had exceptionally long tenure with the City of Sweet Home (at least ten (10) years); or
 - vi. There is significant public support for a memorial to the city official or city employee on the occasion of their death or retirement.

IV. PROCEDURE:

- a. A request to name or rename City-owned property shall be made on an application specifically designed for this purpose (Exhibit A).
- b. Fees associated with administrative and hard costs may be assessed and are the responsibility of the applicant. The administrative and processing fees shall be established by the Sweet Home City Council and shall be reflected on the City's fee schedule.

The fees shown below are intended as a guideline to the applicant. Fees will be assessed on actual costs and will be due throughout the process at the time when expenditures are to be made or prior to staff review. An

applicant may choose to submit fees in a lump sum at the beginning of the process; any unused fees will be returned at the completion of the project.

The City Council has to right to adjust fees at their discretion upon application and consideration at a regularly scheduled City Council meeting.

Action	Fee
Notification of Public Hearing - legal notice includes staff time to process	\$ 400
Packaging, Mailing & Posting	\$ Actual Cost
Cost of Dedication Ceremony	\$ Actual Cost

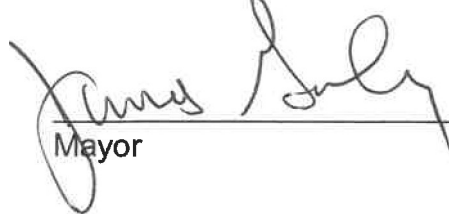
- c. The applicant shall supply clear evidence that the proposed name meets the naming requirements outlined in this policy (See Naming Criteria).
- d. The application will be reviewed by the Sweet Home City Council at a regular City Council meeting. All requests will be given the same consideration without regard to the source of the nomination. Upon a motion by the Council, the application may be sent to committee for further review.
- e. The City Council may return the application to the applicant for further clarification if they so desire.
- f. After City Council review of the application a notice of intent to name a City-owned property shall be posted in public places and published at least once in the City's paper of record for a thirty (30) day review process prior to City Council decision.
- g. After the thirty (30) day review period is completed a public hearing shall be placed on the agenda of the next regular meeting of the City Council.
- h. City Council will make a decision regarding the proposed name at the same City Council meeting.

If the City Council rejects an application the applicant must wait a minimum of six (6) months before resubmitting the name for consideration.

Section 2. This policy shall take effect on the date of its adoption by the Sweet Home City Council.

ADOPTED this 13th day of December 2016, by the City Council of the City of Sweet Home.

APPROVED BY:



Mayor

ATTEST:



City Manager-Ex-Officio Recorder



REQUEST FOR COUNCIL ACTION

Title: Request for Council Action – Approving a Contract for City Prosecutor Services

Preferred Agenda: September 8, 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: Sweet Home City Charter Section 2.2

Towards Council Goal: Efficient City Government

Attachments: Draft Personal Services Agreement for City Prosecutor Services

Purpose of this RCA:

To seek City Council approval of an approval of a contract for City Prosecutor Services.

Background/Context:

The Sweet Home City Charter states that “the Council shall appoint and keep in office a City Attorney.” The City Attorney resigned effective August 28, 2026. Following a City Council Work Session on July 14, 2026, staff was directed to issue three separate solicitations for various City Attorney services, including an independent Request for Proposal for work specific to City prosecutions. There were two responses to this solicitation, with the firm of Miller, Castleton & Flinn scoring the highest of the two.

The Challenge/Problem:

The City typically holds Municipal Court twice monthly and currently does not have an attorney available to serve as the City Prosecutor.

Issues and Financial Impacts:

The firm’s proposed rate is included in the draft contract as a \$4,500 monthly retainer for the first year, plus potential additional costs in case of legal appeals. It is not possible to estimate these additional costs.

Elements of a Stable Solution:

Direction that will ensure continuity in City operations and provide the least possible interruption to City prosecution.

Options:

1. Move to approve the contract as proposed: The Mayor will execute the contract and staff will engage the firm for the transition.
2. Provide suggested modifications to the contract: Staff will re-engage the firm to discuss the proposed changes and return to City Council for final approval.
3. Provide other guidance to staff: Direct staff to do something else.

CITY OF SWEET HOME
PERSONAL SERVICES AGREEMENT
CITY PROSECUTOR SERVICES

This Personal Services Agreement (“Agreement”) for City Prosecutor Services is made and entered into on this _____ day of _____ 2026 (“Effective Date”) by and between the City of Sweet Home, a municipal corporation of the State of Oregon (hereinafter referred to as the “City”), and Miller, Castleton & Flinn, a limited liability company (hereinafter referred to as “Consultant”).

RECITALS

WHEREAS, the City requires services which Consultant is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, Consultant represents that Consultant is qualified to perform the services described herein on the basis of specialized experience and technical expertise; and

WHEREAS, Consultant is prepared to provide such services as the City does hereinafter require.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth herein, the parties agree as follows:

AGREEMENT

Section 1. Scope of Work

Consultant shall diligently perform City Prosecutor Services according to the requirements

identified in the Scope of Work for City Prosecutor Services, attached hereto as Exhibit A and incorporated by reference herein (the “Services”).

Section 2. Term

The term of this Agreement shall be from the Effective Date until August 30, 2028, unless earlier terminated in accordance herewith or an extension of time is agreed to, in writing, by the City.

This Agreement may be extended, by Amendment, up to three (3) one-year extensions.

Section 3. Confidentiality

3.1. Consultant shall maintain the confidentiality of any confidential information that is exempt from disclosure under state or federal law to which Consultant may have access by reason of this Agreement. Consultant warrants that Consultant’s employees

assigned to the Services provided in this Agreement shall be clearly instructed to maintain this confidentiality. All agreements with respect to confidentiality shall survive the termination or expiration of this Agreement.

Section 4. Compensation

4.1. Except as otherwise set forth in this Section 4, the City agrees to pay Consultant a flat fee of FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500) each month for legal services rendered by Consultant attorney Catherine Pratt and her legal assistant. In addition, the City agrees to pay Consultant for hours actually worked for appeals to Linn County Circuit Court of cases tried by Consultant at a rate of TWO HUNDRED DOLLARS (\$200.00) per hour for Ms. Pratt and ONE HUNDRED DOLLARS (\$100.00) per hour for legal assistants.

4.2. Consultant retainer shall be subject to a Cost-of-Living Adjustment (COLA) implemented at the same time as it is implemented by the City to its non-represented employees' compensation and in the same percentage amount as to its non-represented employees.

4.3. Except for amounts withheld by the City pursuant to this Agreement, Consultant will be paid for Services for which an itemized invoice is received by the City within thirty (30) days of receipt, unless the City disputes such invoice. In that instance, the undisputed portion of the invoice will be paid by the City within the above timeframe. The City will set forth its reasons for the disputed claim amount and make good faith efforts to resolve the invoice dispute with Consultant as promptly as is reasonably possible.

Section 5. City's Rights and Responsibilities

5.1. The City Attorney will facilitate day-to-day communication between Consultant and the City, including timely receipt and processing of invoices, requests for information, and general coordination of City staff to support the City Prosecutor Services.

5.2. Award of this contract is subject to budget appropriation. Funds are approved for Fiscal Year 2026-27. Funds may not be appropriated for the next fiscal year. The City also reserves the right to terminate this contract early, as described in Section 13.

Section 6. Point of Contact

Consultant's point of contact with the City is the City Manager. Consultant shall report to the City Manager as to the status of City Prosecutor Services on at least a quarterly basis. The City Manager maintains the ability to set policy direction for such City Prosecutor Services.

Section 7. Public Information

No information, news, or press releases related to City Prosecutor Services, whether made to representatives of newspapers, magazines, or television and radio stations, shall be made without the written authorization of the City Manager.

Section 8. Subcontractors and Assignments

Consultant shall not subcontract with others for any of the Services prescribed herein. Consultant shall not assign any of Consultant's rights acquired hereunder without obtaining prior written approval from the City, which approval may be granted or denied in the City's sole discretion.

Section 9. Consultant Is Independent Contractor

Consultant is an independent contractor for all purposes and shall be entitled to no compensation other than the Compensation Amount provided for under Section 4 of this Agreement. Consultant will be solely responsible for determining the manner and means of accomplishing the end result of Consultant's Services. The City does not have the right to control or interfere with the manner or method of accomplishing said Services. The City, however, will have the right to specify and control the results of Consultant's Services so such Services meet City's expectations and policies for City Prosecutor Services.

Section 10. Consultant Responsibilities

10.1. Consultant must comply with all applicable Oregon and federal wage and hour laws. Consultant shall make all required workers compensation and medical care payments on time. Consultant shall be fully responsible for payment of all employee withholdings required by law, including but not limited to taxes, including payroll, income, Social Security (FICA), and Medicaid. Consultant shall also be fully responsible for payment of salaries, benefits, taxes, Industrial Accident Fund contributions, and all other charges on account of any employees.

Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. All costs incident to the hiring of assistants or employees shall be Consultant's responsibility. Consultant shall defend, indemnify, and hold the City harmless from claims for payment of all such expenses.

10.2. No person shall be discriminated against by Consultant in the performance of this Agreement on the basis of sex, gender, race, color, creed, religion, marital status, age, disability, sexual orientation, gender identity, or national origin. Any violation of this provision shall be grounds for cancellation, termination, or suspension of the Agreement, in whole or in part, by the City.

Section 11. Indemnity

11.1. The City shall defend, hold harmless and indemnify Consultant to the full extent provided by Oregon Revised Statutes related to any claim in tort, professional liability, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Services or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities as City Prosecutor, unless the act or omission involved malfeasance in office or willful or wanton neglect of duty. Contractor may request and the City shall not unreasonably refuse to provide defense and indemnification, and independent legal representation of contractor's choosing of which the City may not unreasonably withhold approval. Such legal representation, provided by City or its insurer for contractor, shall extend until a final determination of the legal action including any appeals brought by either party.

11.2 Consultant recognizes that the City shall have the right to compromise and settle unilaterally on terms which do not prejudice contractor, however, if contractor in their personal capacity is a party to the suit then contractor shall have a veto authority over any settlement.

Further, the City shall pay all reasonable litigation expenses of Consultant throughout the pendency of any litigation to which the Consultant is a party, witness or advisor to the City. Such expense payments shall continue beyond Consultant's service to the City as long as litigation is pending. The City agrees to pay contractor reasonable consulting fees and travel expenses when Consultant serves as a witness, advisor or consultant to the City regarding pending litigation to which the City is a party.

11.3 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents, and employees from any and all claims, actions, costs, judgments, damages, and other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), arising out of or incident to malfeasance, willful and wanton neglect of duty, or knowing and intentional violation of law. Consultant shall not be responsible for any claims, actions, costs, judgments, damages, or other expenses caused by the actions of the City or City staff. The purpose of this section is to allocate risk for claims between City and Consultant consistent with public policy as defined by the Oregon Tort Claims Act. Nothing in this Agreement is intended to waive any limitations on liability established by the Oregon Tort Claims Act.

Section 12. Insurance

12.1. Insurance Requirements. Consultant shall maintain insurance coverage acceptable to the City in full force and effect throughout the term of this Agreement. Such insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder. The amount of insurance carried is in no way a limitation on Consultant's liability hereunder. The policy or policies maintained by Consultant shall provide at least the following minimum limits and coverages at all times during performance under this Agreement:

12.1.1. Professional Errors and Omissions Coverage. Consultant agrees to carry Professional Errors and Omissions Liability insurance on a policy form appropriate to the professionals providing the Services hereunder. Consultant shall carry coverage with a limit no less than \$75,000 per occurrence and \$300,000 aggregate. Coverage shall increase to a limit of no less than \$2,000,000 per claim at the earliest time that Consultant qualifies for coverage with the Oregon State Bar's Professional Liability Fund. Consultant shall maintain this insurance for damages alleged to be as a result of errors, omissions, or negligent acts of Consultant. Such policy shall have a retroactive date effective before the commencement of any work by Consultant on the Services covered by this Agreement, and coverage will remain in force for a period of at least three (3) years after termination of the Agreement.

12.1.2. Automobile Liability Insurance. Any Personnel of the Consultant that operates a motor vehicle in connection with the performance the terms of this contract must have a valid license and must have insurance at the levels set forth in ORS 806.070.

12.1.3. Workers Compensation Insurance. Consultant and all employers providing work, labor, or materials under this Agreement that are subject employers under the Oregon Workers Compensation Law shall comply with ORS 656.017, which requires them to provide workers compensation coverage that satisfies Oregon law for all their subject workers under ORS 656.126. Out-of-state employers must provide Oregon workers compensation coverage for their workers who work at a single location within Oregon for more than thirty (30) days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

12.1.4. Insurance Carrier Rating. Coverages provided by Consultant must be underwritten by an insurance company deemed acceptable by the City, with an AM Best Rating of A or better. The City reserves the right to reject all or any insurance carrier(s) with a financial rating that is unacceptable to the City.

12.1.5. Additional Insured and Termination Endorsements. The City will be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverages. Additional Insured coverage under Consultant's Commercial General Liability, Automobile Liability, and Excess Liability Policies, as applicable, will be provided by endorsement. Additional insured coverage shall be for both ongoing operations via ISO Form CG 2010 or its equivalent, and products and completed operations via ISO Form CG 2037 or its equivalent. Coverage shall be Primary and Non-Contributory. Waiver of Subrogation endorsement via ISO Form CG 2404 or its equivalent shall be provided. The following is included as additional insured: "The City of Sweet Home, its elected and appointed officials, officers, agents, employees, and volunteers." An endorsement shall also be provided requiring the insurance carrier to give the City at least thirty (30) days' written notification of any termination or major modification of the insurance policies required hereunder.

12.1.6. Certificates of Insurance. As evidence of the insurance coverage required by this Agreement, Consultant shall furnish a Certificate of Insurance to the City. This Agreement shall not be effective until the required certificates and the Additional Insured Endorsements have been received and approved by the City. Consultant agrees that it will not terminate or change its coverage during the term of this Agreement without giving the City at least thirty (30) days' prior advance notice and Consultant will obtain an endorsement from its insurance carrier, in favor of the City, requiring the carrier to notify the City of any termination or change in insurance coverage, as provided above.

12.2. Primary Coverage. The coverage provided by these policies shall be primary, and any other insurance carried by the City is excess. Consultant shall be responsible for any deductible amounts payable under all policies of insurance. If insurance policies are "Claims Made" policies, Consultant will be required to maintain such policies in full force and effect throughout any warranty period.

Section 13. Early Termination; Default

13.1. This Agreement may be terminated prior to the expiration of the agreed upon terms:

13.1.1. By mutual written consent of the parties;

13.1.2. By the City, for any reason, and within its sole discretion, effective upon delivery of written notice to Consultant by mail or in person; or

13.1.3. By Consultant, for any reason, effective upon sixty (60) days' prior written notice to City.

13.2. If the City terminates this Agreement, in whole or in part, due to default or failure of Consultant to perform Services in accordance with the Agreement, the City may procure, upon reasonable terms and in a reasonable manner, services similar to those so terminated. In addition to any other remedies the City may have, both at law and in equity, for breach of contract, Consultant shall be liable for all costs and damages incurred by the City as a result of the default by Consultant, including, but not limited to all costs incurred by the City in procuring services from others as needed to complete this Agreement. This Agreement shall be in full force to the extent not terminated by written notice from the City to Consultant. In the event of a default, the City will provide Consultant with written notice of the default and a period of ten (10) days to cure the default. If Consultant notifies the City that it wishes to cure the default but cannot, in good faith, do so within the ten (10) day cure period provided, then the City may elect, in its sole discretion, to extend the cure period to an agreed upon time period, or the City may elect to terminate this Agreement and seek remedies for the default, as provided above.

13.3. If the City terminates this Agreement for its own convenience not due to any default by Consultant, payment of Consultant shall be prorated to, and include, the day of termination and shall be in full satisfaction of all claims by Consultant against the City under this Agreement.

13.4. Termination under any provision of this section shall not affect any right, obligation, or liability of Consultant or the City that accrued prior to such termination. Consultant shall surrender to the City items of work or portions thereof, referred to in Section 16, for which Consultant has received payment or the City has made payment.

Section 14. Modification/Addendum

Any modification of the provisions of this Agreement shall not be enforceable unless reduced to writing and signed by both the City and Consultant. A modification is a written document, contemporaneously executed by the City and Consultant, which increases or decreases the cost to the City over the agreed Compensation Amount in Section 4 of this Agreement, or changes or modifies the Scope of Work or the time for performance. No modification shall be binding or effective until executed, in writing, by both Consultant and the City. If Consultant incurs additional costs or devotes additional time on City Prosecutor Services, the City shall be responsible for payment of only those additional costs for which it has agreed to pay under a signed Addendum to this Agreement.

Section 15. Access to Records

The City shall have access, upon request, to such books, documents, receipts, papers, and records of Consultant as are directly pertinent to this Agreement for the purpose of

making audit, examination, excerpts, and transcripts during the term of this Agreement and for a period of four (4) years after termination of this Agreement, unless the City specifically requests an extension.

This clause shall survive the expiration, completion, or termination of this Agreement.

Section 16. Property of the City

All documents, reports, and research gathered or prepared by Consultant under this Agreement shall be the exclusive property of the City and shall be delivered to the City prior to final payment.

Any statutory or common law rights to such property held by Consultant as creator of such work shall be conveyed to the City upon request without additional compensation.

Section 17. Notices

Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, addressed to the addresses set forth below, or to such other address as one party may indicate by written notice to the other party.

To City:

City of Sweet Home
Attn: Cecily Pretty, Deputy City Manager
3225 Main Street
Sweet Home, OR 97326

To Consultant:

Attn: _____

Section 18. Miscellaneous Provisions

18.1. Integration. This Agreement, including all exhibits attached hereto, contains the entire and integrated agreement between the parties and supersedes all prior written or oral discussions, representations, or agreements. In case of conflict among these documents, the provisions of this Agreement shall control.

18.2. Legal Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives,

successors, and assigns. This Agreement may be enforced by an action at law or in equity.

18.3. No Assignment. Consultant may not assign this Agreement, nor delegate the performance of any obligations hereunder, unless agreed to in advance and in writing by the City.

18.4. Adherence to Law. In the performance of this Agreement, Consultant shall adhere to all applicable federal, state, and local laws (including the Sweet Home Code and Public Works Standards), including but not limited to laws, rules, regulations, and policies concerning employer and employee relationships, workers compensation, and minimum and prevailing wage requirements. Any certificates, licenses, or permits that Consultant is required by law to obtain or maintain in order to perform the Services described on Exhibit A, shall be obtained and maintained throughout the term of this Agreement.

18.5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon, regardless of any conflicts of laws. All contractual provisions required by ORS Chapters 279A, 279B, 279C, and related Oregon Administrative Rules to be included in public agreements are hereby incorporated by reference and shall become a part of this Agreement as if fully set forth herein.

18.6. Jurisdiction. Venue for any dispute will be in Linn County Circuit Court.

18.7. Legal Action/Attorney Fees. If a suit, action, or other proceeding of any nature whatsoever (including any proceeding under the U.S. Bankruptcy Code) is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights or obligations hereunder, the prevailing party shall be entitled to recover attorney, paralegal, accountant, and other expert fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the court or body at trial or on any appeal or review, in addition to all other amounts provided by law. If the City is required to seek legal assistance to enforce any term of this Agreement, such fees shall include all of the above fees, whether or not a proceeding is initiated. Payment of all such fees shall also apply to any administrative proceeding, trial, and/or any appeal or petition for review.

18.8. Nonwaiver. Failure by either party at any time to require performance by the other party of any of the provisions of this Agreement shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

18.9. Severability. If any provision of this Agreement is found to be void or unenforceable to any extent, it is the intent of the parties that the rest of the Agreement shall remain in full force and effect, to the greatest extent allowed by law.

18.10. Modification. This Agreement may not be modified except by written instrument executed by Consultant and the City.

18.11. Time of the Essence. Time is expressly made of the essence in the performance of this Agreement.

18.12. Calculation of Time. Except where the reference is to business days, all periods of time referred to herein shall include Saturdays, Sundays, and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday, or legal holiday observed by the City, the period shall be extended to include the next day which is not a Saturday, Sunday, or legal holiday. Where the reference is to business days, periods of time referred to herein shall exclude Saturdays, Sundays, and legal holidays observed by the City. Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be included.

18.13. Headings. Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

18.14. Number, Gender and Captions. In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

18.15. Good Faith and Reasonableness. The parties intend that the obligations of good faith and fair dealing apply to this Agreement generally and that no negative inferences be drawn by the absence of an explicit obligation to be reasonable in any portion of this Agreement. The obligation to be reasonable shall only be negated if arbitrariness is clearly and explicitly permitted as to the specific item in question, such as in the case of where this Agreement gives the City "sole discretion" or the City is allowed to make a decision in its "sole judgment."

18.16. Other Necessary Acts. Each party shall execute and deliver to the other all such further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other parties the full and complete enjoyment of rights and privileges hereunder.

18.17. Interpretation. As a further condition of this Agreement, the City and Consultant acknowledge that this Agreement shall be deemed and construed to have been prepared mutually by each party and it shall be expressly agreed that any uncertainty or ambiguity existing therein shall not be construed against any party. In the event that any party shall take an action, whether judicial or otherwise, to enforce or interpret any of the terms of the Agreement, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including attorney fees and costs, whether incurred in a court of law or otherwise.

18.18. Entire Agreement. This Agreement and all documents attached to this Agreement represent the entire agreement between the parties.

18.19. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement but all of which together shall constitute one and the same instrument.

18.20. Authority. Each party signing on behalf of Consultant and the City hereby warrants actual authority to bind their respective party. The Consultant and the City hereby agree to all provisions of this Agreement.

CONSULTANT:

CITY:

CITY OF SWEET HOME

By: _____

By: _____

Print Name: _____

Print Name: _____

As Its: _____

As Its: _____

EXHIBIT A SCOPE OF WORK

Prosecutor will undertake to perform the following standard prosecutorial duties:

- Case reviewing and issuing – Review all criminal cases referred to the City Prosecutor's office and make a timely issuing decision. For cases where prosecution is declined, draft a brief memo outlining the reason(s) for declining the case.
- Pretrial negotiations – Draft and provide a pretrial offer on all criminal cases and on violation cases where the defendant has retained counsel. Participate in any additional pretrial negotiations beyond the drafting of the initial offer.
- Court appearances – Appear as the City Prosecutor at court proceedings every day that court is in session on all criminal matters and on violation matters where the defendant has retained counsel.

- Trials – Prepare and try all criminal cases and all violation matters where the defendant has retained counsel.
- Interfacing with crime victims, witnesses, and members of the public – Respond appropriately to inquiries from victims, case witnesses, and members of the public.
- Prosecutorial services other than court appearances and trials may be completed remotely. The City of Sweet Home will agree to facilitate remote access to any computer systems belonging to the City that are necessary to carry out the this scope of work.

Prosecutor will also undertake to perform the following non-standard prosecutorial duties:

- Appeals – Prepare and present criminal misdemeanor cases on appeal from Municipal Court.
- Law enforcement advice – Assist the City Attorney in providing legal advice to the City's Police Department personnel related to criminal investigations, arrests, searches and seizure, and related criminal enforcement matters.
- Policy review and advice – Assist the City Attorney in providing legal advice to the City and in drafting ordinances related to criminal laws and public safety.

Prosecutor will undertake to perform the following administrative duties:

- General receptionist duties – Receive and respond to inquiries from individuals or entities seeking information about the operations of the City Prosecutor's office.
- Interfacing with Police Department – Create contact with Sweet Home Police Department to facilitate the transferring of police reports and digital and physical evidence, the scheduling and subpoenaing of officers for court matters, assisting in the writing or reviewing of warrant affidavits, and coordination with officers for the subpoenaing of civil witnesses.
- Interfacing with Municipal Court and other jurisdictions – Respond to inquiries from municipal court staff, including assistance with Staff Reports, Grant Writing, etc. Facilitate information exchange between City Prosecutor and Linn County District Attorney's office or any other applicable law enforcement agency.
- Interfacing with crime victims, witnesses, and members of the public – Assist with necessary document creation and mailing of victim communication forms and notifications to maintain compliance with applicable victim contact laws. Respond appropriately to inquiries from victims, cases witnesses, and members of the public. Process and track restitution requests.

- Responding to discovery demands – Ensuring prompt delivery of discovery materials to defendants and defense attorneys to maintain compliance with relevant discovery laws.
- Create and maintain prosecutorial case files – Create and maintain prosecutor files to track compliance with discovery and victim notification issues, keep a record of documents filed in each case, and maintain a record of case facts and defendant criminal history. These files may be kept electronically or in a hard copy format at the election of Prosecutor and will be kept for the length of time required by law and remain the property of the City of Sweet Home.
- Processing motions to set aside – Assist in the processing of motions to set aside, including interfacing with members of the public or attorneys, drafting correspondence, and completing any associated data entry tasks.
- Administrative duties of the City Prosecutor services may be completed remotely. The City of Sweet Home will agree to facilitate remote access to any computer systems belonging to the City that are necessary to carry out these functions.
- Keep accurate records of and transmit to City quarterly, a summary of the number of monthly hours worked by City Prosecutor's staff carrying out the administrative duties of the Prosecutor, and the average actual hourly cost of such administrative staff incurred by Prosecutor in the performance of such Administrative duties.



Quote

The Automation Group, Inc.

www.tag-inc.us

CCB #172838

Phone: 541-359-3755

Quote #250903DR2

August.12, 2026

City of Sweet Home

RE: Sweet Home WTP & Intake Back-Up Generators/ATS Upgrade

Project Scope:

TAG is providing a Quote to supply the following Equipment, Materials, Engineering and Construction Services for the Water Treatment Plant and Intake Back-Up Generator Project.

Fee Schedule:

<u>Task</u>	<u>Qty</u>	<u>Price Each</u>	<u>Markup</u>	<u>Calc Price</u>
-	-	-	-	-
Generator & ATS (750kW & 125kW)			5% O/H 10% M/U	
(750KW) (2-800Amp ATS)	1	\$298,184.00	15.00%	\$342,911.60
(125KW) (1-400Amp ATS)	1	\$69,056.00	15.00%	\$79,414.40
%10 Generator Deposit at Issue of PO		Not Included in Generator Subtotal		\$42,232.60
Generators Subtotal				\$422,326.00
Controls Design	80	\$179.00	0.00%	\$14,320.00
Control Panels I/O Equipment	1	\$3,823.00	15.00%	\$4,396.45
TAG Engineering PM	32	\$165.00	0.00%	\$5,280.00
Controls Engineering Subtotal				\$23,996.45
Electrical Materials & Equipment	1	\$19,750.00	15.00%	\$22,712.50
Electrical Labor, Installation	240	\$183.00	0.00%	\$43,920.00
Core Drilling	1	\$5,850.00	15.00%	\$6,727.50
Site Project Management, Inspections	56	\$165.00	0.00%	\$9,240.00
Controls Panel Equipment Installation	24	\$169.00	0.00%	\$4,056.00
Programming/SCADA	80	\$179.00	0.00%	\$14,320.00
Trenching, Bollards, Rock Base & Concrete/Paving	1	\$93,000.00	15.00%	\$106,950.00
Slab Construction, Anchors & Crane Set Generators	1	\$88,000.00	15.00%	\$101,200.00
Permits, Fees & Inspections	1	\$4,800.00	15.00%	\$5,520.00
Travel & Fuel	1	\$950.00	15.00%	\$1,092.50
Generator Fuel	1	\$1,750.00	15.00%	\$2,012.50
TAG Admin	50	\$155.00	0.00%	\$7,750.00
Construction Subtotal				\$325,501.00
Tariff Contingency for Equipment & Materials (5%)	1	\$159.00	5.00%	\$22,471.75
Subtotal				\$794,295.20
Performance and Payment Bonds (3%)	1		3.00%	\$23,828.86
			Total	\$818,124.00



Quote

Project Scope:

- Procure and Deliver to Site One 750KW Diesel Generator with 24Hr Subbase Fuel Tank & 2-800A Automatic Transfer Switches. Delivery to Site Included. (City to Offload and Provide Fuel)
- Procure and Deliver to Site One 125KW Diesel Generator with 24Hr Subbase Fuel Tank & 1-400A Automatic Transfer Switch. Delivery to Site Included. (City to Offload and Provide Fuel)
- Generators Start-Up and Functional Testing.
- Provide Controls Engineering for Adding Back-Up Generators to Existing Electrical Systems at Water Treatment Plant and Intake Building.
- Coordination with Electrical Utility.
- Design of Control Systems Alterations and Additional I/O Equipment to Incorporate Generators & ATS Units into Existing PLC Panels and SCADA System.
- Furnish & Installation of Electrical Materials for Generator/ATS Installations.
- Furnish & Installation of PLC Equipment for Generator/ATS Installations.
- PLC/SCADA Programming
- Excavation, Trenching, Rock Base, Asphalt/Concrete Removal & Repair.
- Construct Concrete Generator Pads
- Setting/Installation of WTP & Intake Generator Units Provided
- (4) WTP Generator Protection Bollards
- Performance Bond Included

Clarifications/Exclusions:

- Offloading of Generators at Delivery by Owner
- Surveying, Dewatering or By-Pass Pumping Excluded
- Landscaping and Irrigation Work Excluded
- TAG's Labor Pricing is not affected by the National Supply Chain Shortages and Tariffs, but due to Vendors rapidly increasing material prices, we may need to reprice some materials at time of order.
- Lead Times for specific materials are very unpredictable at this time and cannot be verified until orders are placed. We are also seeing some items slipping from the predicted delivery dates after order by a few weeks. TAG will track progress on orders and provide updates.
- Payments with Credit Cards will have additional charges added to the price below based on the current % rate of the processor.
- Boli Wage Rates for Linn County
- Bid is Valid for 30 days.

Total Price \$818,124.00

LANDIS CONSULTING

July 14, 2026

Blake Patterson
Engineering Technician II
Public Works Department
City of Sweet Home
1400 24th Avenue
Sweet Home, OR 97386
p: (541) 818-8037
c: (541) 570-4179
bpatterson@sweethomeor.gov

Subject: Professional Services Proposal and Agreement
New Generators Project – Sweet Home, OR

Dear Blake,

Thank you for contacting Landis Consulting for this project. Ben Perry is committed as the principal-in-charge. This letter confirms our understanding of the Scope of Work, presents our fee proposal for Professional Services, and will act as an Agreement and Notice to Proceed upon signature by the City or receipt of a signed agreement. This proposal is based on our conversations and meetings.

1. Project Scope.

- a. New generators at the raw water pump station and the water treatment plant.
Anticipated generator sizes are below:
 - i. Raw Water Pump Station – 125 kW
 - ii. Water Treatment Plant – 750 kW
- b. Site visit with TAG and City to confirm locations of new generators. Field verification of electrical equipment.
- c. Assist TAG with coordinating with the power company, Pacific Power.
- d. Assist TAG with coordinating with the grant agency.
- e. Provide engineering drawings, suitable for obtaining a grant for the new generators and obtaining a permit. Landis scope includes:
 - i. Service/load calculations,
 - ii. Generator sizing verification,
 - iii. ATS sizing verification,

- iv. Grounding and bonding,
 - v. SCADA, controls, and interface wiring drawings,
 - vi. Utility service modifications.
- f. Minor construction services support, limited to:
 - i. Submittal reviews
 - ii. RFIs
 - iii. Intermediate punch list
 - iv. Final punch list
- g. Subconsultant civil/structural
 - i. See proposal by Westech Engineering, attached.
- h. Environmental subconsultant
 - i. See proposal by SWCA Environmental Consultants, attached.

2. **Assumptions.**

- a. The generators are being furnished and installed by The Automation Group (TAG). This project is not being publicly bid.
 - i. Public bidding documents can be provided as an additional service.
- b. TAG has a separate contract with City of Sweet Home. TAG is not a subconsultant to Landis.
- c. TAG and Sweet Home are in the process of applying for a grant to obtain funding for the new generators.
 - i. Signed and stamped engineering drawings are required for obtaining the grant.
 - ii. Assist TAG with completing the provided grant form template.
- d. The drawings for the Raw Water and WTP will be developed concurrently.
- e. All deliverables will be provided in electronic PDF format. Hard copies may be provided as a reimbursable expense if requested by Owner.
- f. City will provide:
 - i. As-built drawings in PDF and AutoCAD format.
 - ii. Site plan and floor plans of the Raw Water Pump Station and Water Treatment Plant in AutoCAD format for use by Landis and Westech.
- g. Excludes:
 - i. Civil and environmental scope excludes services during the construction phase, including submittal reviews, site observations, reports, and similar services.
 - ii. Attendance at regular construction meetings, review of certified payroll, regular construction site observations, and other services traditionally associated with construction services for a publicly bid project are

excluded. We have assumed that TAG will be able to construct the project with minimal RFIs or involvement from Landis, since TAG has been pre-selected to provide the generators and is part of the design team.

h. Other assumptions as outlined in Attachment B.

3. **Professional Services.**

a. Electrical engineering design services and limited construction-phase support.

4. **Design Schedule.**

a. Our proposal is based on the following estimated design schedule. There may be a cost impact if the design or construction schedule is extended.

- i. 100% Construction Documents are estimated to be complete by January 2026.
- ii. 100% Construction is estimated to be complete by July 2027 at the earliest. We understand that the City has requested an extension to complete the grant, but approval has not yet been received.

5. **Professional Fees.** Landis Consulting will provide its professional services for electrical engineering on a time & material not-to-exceed basis as follows.

a. **Electrical Design Services**

1.) 50% Design	\$ 27,280
2.) 100% Design	\$ 28,980
3.) Construction Period Services	\$9,840
4.) Subconsultant (Westech)	\$ 34,000
5.) Subconsultant (SWCA)	<u>\$ 28,618</u>

Total Electrical Fees: \$ 128,718

6. **Design Meetings and Visits.**

a. This proposal includes a budget of two (2) meetings in Sweet Home, OR. A budget up to eight (8) additional virtual meetings as been provided. Additional meetings beyond the budget will be additional services.

- i. Initial site visit
- ii. Final site visit / Owner review

7. **Construction Visits.**

- a. This proposal includes two (2) site visits in Sweet Home, OR during construction for site observations. Additional site visits will be additional services.
 - i. Intermediate punch list
 - ii. Final punch list

8. **Additional Services.**

- a. Additional Services or tasks may be provided at any time during the project as needed to meet project requirements. Landis Consulting will provide an Additional Service Request (ASR) describing the scope and compensation for added tasks and any schedule adjustments which may be required. Additional Services will commence only upon written approval of the ASR which will act as a Notice to Proceed for the ASR.

9. **Design Agreement.**

- a. It is understood that this document will be executed between the City of Sweet Home and Landis Consulting. The Terms and Conditions in Attachment A of this proposal shall apply pending contract execution.

10. **Reimbursable Expenses.**

- a. Expenses will be billed at cost plus 10%. Reimbursable expenses may include printing of client or owner review sets, delivery charges, out-of-town travel and other expenses as identified in the latest version of the Standard AIA Agreement. We estimate the cost of Reimbursable Expenses at \$0 based on the currently understood scope.

11. **Printing Exclusions**

- a. We have excluded the cost of printing documents for this entire project. We have assumed that all deliverables, including but not limited to drawings, specifications, meeting notes, calculations, estimates, and product data, will be delivered to the Client in electronic PDF format. Printing of documents can be provided on a time and material basis upon request.

We look forward to working with you towards the successful completion of this project. Please call or email me with any questions concerning our scope of work or proposal or if I may provide any additional information.

Respectfully submitted,



Ben Perry, PE

President

Ben_Perry@landisconsulting.com

503.606.8657

Encls: Attachment A, Landis Consulting Terms and Conditions
 Attachment B, Electrical Scope of Services
 Attachment C, Landis Consulting Electronic Document Requirements

If this Proposal and Terms of Agreement are acceptable, please indicate your acceptance and our authorization to proceed with this work by signing below and returning one executed original to me.

Client _____ City of Sweet Home _____

Accepted by _____ Date _____

Print Name / Title _____

The Terms and Conditions included in Attachment A are part of this Proposal and Agreement, as well as the Scope of Services in Attachment B and the Electronic Document Requirements in Attachment C.

ATTACHMENT "A"
TERMS AND CONDITIONS

These Terms and Conditions shall govern the agreement between Client and Consultant for this Project:

Definition: Project, design scope and schedule, professional fees, reimbursable expenses, Client and Consultant are as defined in the proceeding Professional Services Proposal and Agreement to these Terms and Conditions.

Standard of Care: In providing services under this Agreement, Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Hazardous Materials: The Client agrees that the Consultant has no responsibility for discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site(s).

Notice to Proceed and Commencement of Services: Landis Consulting shall require a written Notice to Proceed prior to starting work and any Additional Services for the Project. Any Notice to Proceed shall also be authorization for Landis Consulting to invoice and procure payment for services performed.

Additional Services: Project design scope, process, and/or deliverables which are not identified by this Proposal are Additional Services. Landis Consulting will identify any work requested of us which is deemed to be outside or beyond our scope of services to our Client and will not proceed with any Additional Services until written authorization to proceed is received from the Client.

Project Schedule: This proposal is based upon the information about the project schedule provided by the Client at the time of the Proposal. Changes to the scope, revisions to the project, or significant schedule changes may require additional compensation and/or additional time to complete the work.

Value Analysis: We will provide ongoing value analysis throughout the design process. Value analysis (value engineering) after the issue of Bid Documents will be accepted on an Additional Services basis.

Requests for Information: The Consultant may review and approve or take other appropriate action on the Contractor's submittals such as shop drawings, product data, samples and other

data which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgement to permit adequate review. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant, in writing, by the Contractor.

Substitutions: The Consultant shall execute and make recommendations regarding a reasonable quantity of substitutions of materials, products or equipment proposed by the Client's other Consultants or Contractors. The Consultant shall be compensated for an unreasonable amount of substitution requests, as well as any services required to modify and coordinate the Construction Documents prepared by the Consultant with those of the Consultant's sub-consultants and/or the Client's consultants resulting from substitutions, as Additional Services. The Consultant shall also be entitled to an adjustment in schedule caused by such Client-requested effort.

The Consultant shall not be responsible for a Client's directive or substitution, or for the Client's acceptance of non-conforming work, made or given without the Consultant's written approval.

Reproduction: This proposal assumes that the Client will be responsible for the printing/reproduction costs related to all Client review, Bidding or Negotiation, and Construction Documents Phases' plans and specifications.

Reimbursable Expenses: The following are in addition to design fees compensation and are expenses incurred by us directly related to providing design services for this Project.

Reimbursable Expenses are billed at cost plus 10% for processing and may include:

- Transportation and living expenses in connection with out of town travel.
- International long-distance communication.
- Fees paid for securing approval of authorities having jurisdiction over this project.
- If authorized in advance by the Client, expenses of overtime work requiring higher than standard hourly billing rates.
- Expense of reproductions, postage, couriers, handling and delivery of Instruments of Service borne directly by the Consultant.
- Expense of any additional insurance coverage or limits, including professional liability insurance, requested by the Client or Client in excess of the Consultant's standard limits.
- Testing equipment, rental fees, and costs of electrician/specialist to place, remove or investigate equipment or conditions of an existing installation.

Client Responsibilities: The Client shall provide information in a timely manner regarding requirements for and limitations to the Project.

The Client shall provide prompt written notice to the Consultant if the Client becomes aware of any fault or defect in the Project, including errors, omissions, or inconsistencies.

Termination of Services: This agreement may be terminated by the Client or the Consultant upon not less than seven (7) calendar days' written notice to the other party for the Client's or Consultant's convenience and without cause. In the event of termination, the Client shall pay the Consultant for all services rendered to the date of termination, reimbursable expenses, and reimbursable termination expenses.

If the Client fails to make payments to the Consultant in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Consultant's option, cause for suspension of performance of services under this Agreement. If the Consultant elects to suspend services, the Consultant shall give seven days' written notice to the Client before suspending services. In the event of a suspension of services, the Consultant shall have no liability to the Client for delay or damage caused to Client because of such suspension of services. Before resuming services, the Client shall pay the Consultant all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project, the Consultant shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. The Consultant's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of the Consultant, the Consultant may terminate this Agreement by giving not less than seven days' written notice.

Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of obtaining an electrical permit.

Claims and Disputes and Change Order Liability: At no point during the execution of this contract shall Landis consulting be liable for change order costs, with the exception of extra effort or expense associated with a legitimate, proven design error. Otherwise, all change orders shall be the responsibility of the Client, regardless of their magnitude relative to the base contract.

The Client and Consultant shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 3 years after the date of substantial completion of the work.

The Consultant shall indemnify and hold the Client and Client's officers and employees harmless from damages, losses, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Consultant, its employees, and its consultants in the performance of professional services under this Agreement. The Consultant's obligation to indemnify and hold the Client and the Client's officers and employees harmless does not include a duty to defend.

Design Build Liability. Client will indemnify and hold harmless Landis Consulting for any and all claims, damages, allegations, and costs, including attorney's fees, arbitration and appeal, arising out of the design and installation of design/build systems.

Dispute Resolution: Any claims or disputes between the Client and Consultant arising out of this Agreement shall be submitted to non-binding mediation. Client and Consultant agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method of dispute resolution among all parties. This agreement shall be governed by and in accordance with the laws of the State of Oregon, venue exclusively in Marion County, Oregon.

The Client and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party in this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Claims for Consequential Damages: The Client and Consultant waive consequential damages for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is also applicable, without limitation, to all consequential damages due to either party's termination.

Clientship of Instruments of Service: The Client acknowledges the Consultant's products of service, including electronic files, as instruments of professional service. Nevertheless, the final instruments of professional service prepared under this Agreement shall become the property of the Client upon completion of service and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modifications to the instruments of professional service without prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against any damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the instruments of professional service by the Client or any person or entity that acquires or obtains the instruments of professional service from or through the Client without the written authorization of the Consultant.

Confidential Information: If the Client or Consultant receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person. The receiving party may disclose "confidential information" or "business proprietary information" after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided these employees are, consultants, and contractors are subject to the restrictions on the disclosure.

Billings / Payments: Payments for services shall be made monthly. Payments are due and payable upon presentation of the Consultant's invoice. Amounts unpaid thirty days (30) after the invoice dates may bear interest at a rate of 5% per annum.

The Client shall not withhold amounts from the Consultant's compensation to impose a penalty or liquidated damages on the Consultant, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Consultant agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Professional Services Agreement: Landis Consulting requires and executed Professional Design Services Agreement be accomplished with the Client no later than the completion of Design Development Phase services or 50 % completion. This proposal is based on the execution of a modified AIA C401 Consultant Agreement or equivalent. Landis Consulting reserves the right to withhold any sealed documents until an executed Professional Design Services Agreement is in place on this Project.

Miscellaneous Provisions: The Client and Consultant, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Client nor the Consultant shall assign this Agreement without the written consent of the other.

Nothing in this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the Consultant or Client.

This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing this Agreement.

The Consultant shall have the right to include photographic or artistic representations of the design of the Project among the Consultant's promotional and professional materials. The Consultant shall be given reasonable access to the completed Project to make such representations. However, the promotional materials shall not include the Client's confidential or proprietary information.

END ATTACHMENT A; TERMS AND CONDITIONS

ATTACHMENT "B"
ELECTRICAL SCOPE OF SERVICES

This attachment defines our proposed Electrical Engineering & Consulting Scope, Process and Deliverables. Refer to the fee proposal cover letter and other attachments for additional information.

Scope is included in this Proposal for each Phase of design and construction:

ELECTRICAL CONSULTING PROCESS AND DELIVERABLES

The above Scope will be addressed during each Design Phase and shall include deliverables as follows:

50% Design

- Review and confirmation of design development documentation and Owner's program, budget and schedule
- Major equipment placement / coordination and preliminary circuiting
- Coordination of major electrical equipment and raceway locations and routing
- Design development meetings / site visits (as outlined in our cover letter)
- Value analysis / value engineering

100% Construction Documents

- Review and confirmation of design development documentation and Owner's program, budget and schedule
- Complete layout and circuitry of all electrical equipment
- Major electrical conduit/conductor schedules and panel schedules
- Application of standard or custom details as required
- Coordination of electrical systems with the other disciplines
- Construction document meetings / site visits (as outlines in our cover letter)
- Stamping of final documents by a Professional Engineer currently licensed in the State of Oregon
- Responses to reviewing agency comments as required

Bidding

- Not included – does not apply

Construction Administration

- Review of product submittal data
- Response to requests for information (RFI's)

- Site visits as outlined in our proposal document

Post Construction

- Not Included

ELECTRICAL CONSULTING ASSUMPTIONS, OPTIONAL SERVICES AND EXCLUSIONS

Assumptions

Unless otherwise in this proposal, Landis Consulting has assumed the following:

- Meetings where attendance by Landis Consulting personnel is required will be as noted in cover letter.
- Specifications not included
- This Project is not pursuing LEED® certification or any other sustainability-related goal that impacts the design.

Optional Services

Additional services may be provided for additional fee and may include, but not limited to the following items:

- Life cycle cost analysis
- Coordination with multiple equipment manufacturers for the same item
- Owner training
- Arc flash analysis and coordination study
- LiDAR 3D building scanning
- One-year warranty walk-through on site
- Pre-Con meetings / site visits unless specifically outlined in our cover letter

Exclusions

Any Electrical Engineering Scope, Process and Deliverables not mentioned in this attachment shall be Additional Services and may be pursuant to Attachment A; Terms and Conditions.

HOURLY RATES OF PROFESSIONAL SERVICES

Landis Consulting's hourly billing rates are:

Principal	\$ 220 / hour
Senior Project Manager	\$ 180 / hour
Electrical Engineer III.....	\$ 150 / hour
Electrical Engineer II.....	\$ 135 / hour
Designer	\$ 115 / hour
CAD / BIM.....	\$ 110 / hour
Clerical.....	\$ 85 / hour
Mileage	@ current IRS rate

END ATTACHMENT B; ELECTRICAL SCOPE OF SERVICES

ATTACHMENT "C"
ELECTRONIC DOCUMENT REQUIREMENTS

This proposal is based upon producing and receiving electronic drawing files for the project in the latest version of AutoCAD or Revit. It is also based upon the following assumptions:

- Landis Consulting will be provided with Architectural backgrounds by the Owner and necessary background information by the other design team members
- Backgrounds are to be provided with visibility of architectural annotation layers and / or elements controllable separate from the background elements
- Landis Consulting may provide the construction contractor(s) with drawing files to support their completion of as-built documents
- Drawings shall be electronically stamped and signed if allowed by the authority having jurisdiction

While the following services may be provided, they are not included in this proposal:

- Changing versions of AutoCAD or REVIT during the project
- Using non-Landis Consulting Standards including, but not limited to, fonts, symbols or layering
- Converting drawings during or at the end of the Project to a different version, format or standard

If the electronic document and drawing requirements of this Project differ from the above assumptions and understandings, Landis Consulting can update their Scope of Work and fees to match the requirements.

END OF ATTACHMENT C; ELECTRONIC DOCUMENT REQUIREMENTS

7182601 - WTP and Raw Water Generators

Tasks

Landis Consulting

Electrical & Control Engineering Services		Principal Engineer	Senior Project Manager	Lead CAD Technician	Expenses	Total Task Hours	Total Task Amount
Task 1	50% Design						
1.1	Initial Scope	4	0	0	\$0.00	4	\$880.00
1.2	Management	12	4	0	\$0.00	16	\$3,360.00
1.3	Design Team Meetings (Virtual)	6	8	0	\$0.00	14	\$2,760.00
1.4	Site Visit, as-built review	8	10	0	\$0.00	18	\$3,560.00
1.5	Review Generator and Service Calculations	2	4	0	\$0.00	6	\$1,160.00
1.6	Shut Down Sequencing	2	4	0	\$0.00	6	\$1,160.00
1.7	One Line, Site Plan, Floor Plans WTP	4	16	24	\$0.00	44	\$6,400.00
1.8	One Line, Site Plan, Floor Plans Raw Water	4	16	24	\$0.00	44	\$6,400.00
1.9	Review Subconsultant Deliverables	4	4	0	\$0.00	8	\$1,600.00
1.10		0	0	0	\$0.00	0	\$0.00
Task 1 50% Design Subtotal		46	66	48	\$0.00	160	\$27,280.00
Task 2	100% Design						
2.1	Management	12	4	0	\$0.00	16	\$3,360.00
2.2	Owner Comments	0	8	0	\$0.00	8	\$1,440.00
2.3	Final WTP Drawings	0	16	24	\$0.00	40	\$5,520.00
2.4	Final Raw Water Drawings	0	16	24	\$0.00	40	\$5,520.00
2.5	QAQC	6	4	12	\$0.00	22	\$3,360.00
2.6	Design Team Meetings (Virtual)	6	8	0	\$0.00	14	\$2,760.00
2.7	Grant assistance and responses	16	0	0	\$0.00	16	\$3,520.00
2.8	Plan Review responses	1	2	4	\$0.00	7	\$1,020.00
2.9	Review Subconsultant Deliverables	8	4	0	\$0.00	12	\$2,480.00
2.10		0	0	0	\$0.00	0	\$0.00
Task 2 100% Design Subtotal		49	62	64	\$0.00	175	\$28,980.00
Task 3	Construction Services (CD)						
3.1	Submittals	2	6	0	\$0.00	8	\$1,520.00
3.2	RFIs	4	16	0	\$0.00	20	\$3,760.00
3.3	Intermediate Punch List	0	8	0	\$0.00	8	\$1,440.00
3.4	Final Punch	0	10	0	\$0.00	10	\$1,800.00
3.5	Management	6	0	0	\$0.00	6	\$1,320.00
3.6		0	0	0	\$0.00	0	\$0.00
Task 3 Construction Services (CD) Subtotal		12	40	0	\$0.00	52	\$9,840.00
Task 4	Westech						
4.1	Fee	0	0	0	\$34,000.00	0	\$34,000.00
4.2		0	0	0	\$0.00	0	\$0.00
Task 4 Westech Subtotal		0	0	0	\$34,000.00	0	\$34,000.00
Task 5	SWCA						
5.1	Fee	0	0	0	\$28,618.00	0	\$28,618.00
5.2		0	0	0	\$0.00	0	\$0.00
Task 5 SWCA Subtotal		0	0	0	\$28,618.00	0	\$28,618.00
Total Hours		107	168	112	\$62,618.00	387	\$128,718.00
Hourly Rates		\$220.00	\$180.00	\$110.00			
Total Labor Estimate		\$23,540.00	\$30,240.00	\$12,320.00			\$66,100.00
Total Expenses Estimate					\$62,618.00		\$62,618.00
Total Project Estimate							\$128,718.00

July 9, 2026

Mr. Benjamin Perry, PE
President
Landis Consulting
6446 Fairway Ave. SE, Suite 220
Salem, OR 97306

RE: Sweet Home Water Treatment Plant Generator Project – Civil Design Proposal

Dear Ben,

We understand the City of Sweethome is planning to improve the auxiliary power system at their water treatment plant. Landis Consulting will be the lead consultant and has requested assistance from Westech for the design of civil and structural components of the project. We are prepared to assist you with the project by providing the design services described below.

The remainder of this proposal is divided into the following sections.

- Background Information
- Scope of Work
- Fee Schedule

BACKGROUND INFORMATION

The proposed improvements include the addition of two new generator systems. One to backup water treatment facility loads, and a second to backup the intake pump station loads. Westech will provide the civil and structural design for generator slabs and the associated civil sitework. The civil improvements will be limited to the area around the generator, and along conduit alignments. Based on the information provided, we assume no improvements are required for asphalt or concrete flatwork, such as sidewalks or ramps. We also assume that no changes to existing surfacing will be made other than to construct the slabs, make grade adjustments and potentially add a retaining wall, (i.e. effected surfacing will be replaced to match existing conditions). We understand the generators will be approximately 750 kW and 125 kW. Both generators will require seismic anchor design. Westech will provide the design drawings on a title block provided by Landis Consulting. At the present time, our intent is to provide all specifications with the drawings so that no civil specifications will be required.

SCOPE OF WORK

Our proposed scope of work includes the following tasks. Please note that we have not included bidding or construction services. Our proposed scope of work is for the design phase of the project only. If needed, bidding and construction services can be provided as a separate work effort.

The proposal assumes the front-end bidding documents for the project (e.g., Bidding Procedures, Construction Agreements, General Conditions, etc.) will be prepared by others. The proposal excludes landscape design, land use applications or assistance, permitting assistance and O&M manuals.

Task 1: Topographic Survey - Task 1 includes the preparation of a topographic survey for the project area. The survey will be used to document existing conditions and will be used as the basis for the preparation of the civil plans. The surveyor will notify a facility representative in advance of locating utilities and surveying. Utilities will be located

and marked on the ground in advance of the survey. The topographic survey will be based on assumed horizontal and vertical datums and will therefore not be georeferenced. The survey will be prepared by Barker Surveying.

Task 2: Civil & Structural Design Documents - This task includes the preparation of the civil design drawings which will include an existing conditions/demolition/erosion control plan, a civil site improvement plan, generator slab plan, sections, and civil details. At this time, we intend to list all relevant specification information on the drawings and do not anticipate the need for any civil technical specifications. In addition to the design drawings, our anticipated deliverables will include a cost estimate and structural calculations for each equipment slab. Our proposed fee is based on one set of revisions only. Therefore, we anticipate two rounds of submittals which include draft and final documents. Structural calculations will be prepared by MSC Engineers.

FEE SCHEDULE

We propose to complete the Scope of Work on a time and materials basis for the total estimated not-to-exceed fees listed below. A copy of our standard service agreement is attached. If acceptable, please sign & date, and return a copy to our office.

Scope of Work	Estimated Fee
Task 1: Topographic Survey	\$ 7,500.00
Task 2: Civil & Structural Design Documents	\$ 26,500.00
Total	\$ 34,000.00

ASSUMPTIONS

This proposal assumes there are no underground utilities that would preclude placing the generators in the general vicinities discussed at the scope review meeting on 6/30/23 with Landis, TAG, and the City of Sweet Home.

Thank you for the opportunity to prepare this proposal. If you have any questions or need additional information, please contact us.

Sincerely,

WESTECH ENGINEERING, INC.



Andrew A. Tweet, PE
Project Manager

aat



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

1800 NW Upshur Street, Suite 100
Portland, Oregon 97209
Tel 503.224.0333 Fax 503.224.0229
www.swca.com

August 19, 2026

Ben Perry, President
Landis Consulting
6446 Fairway Ave SE, Suite 220
Salem, OR 97306
Submitted via email: ben_perry@landisconsulting.com

Re: Sweet Home Generator Project

Dear Ben Perry:

SWCA Environmental Consultants appreciates the opportunity to provide you with our scope of work and cost estimate for environmental services for the proposed Sweet Home Generator Project (project) in Sweet Home, Oregon.

The cost to complete these tasks, as described in the attached scope of work, is a time and materials budget estimate of \$28,618. This estimate is based on the current understanding of project scope and available information and is valid for 90 days from the date of this proposal. Additional services requested beyond the scope described herein may require authorization of additional budget. This scope assumes a streamlined environmental review process with limited anticipated environmental constraints based on current project understanding.

Thank you for the opportunity to support Landis Consulting and the City of Sweet Home on this project. If you have any questions regarding this scope of work or would like to discuss revisions to the proposed approach or budget, please contact me at Leyla.Arsan@swca.com or 907-921-5907. We look forward to working with your team on this effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Leyla", written over a light gray rectangular background.

Leyla Arsan
Principal Environmental Planning Team Lead

SCOPE OF WORK

The City of Sweet Home proposes to install two generators at the Water Treatment Plant located at 1500 47th Ave in Sweet Home. The generators would be installed in previously disturbed areas (areas with existing pavement or mowed grass). It is SWCA's understanding that the project will require preparation of an environmental report for the U.S. Economic Development Administration (EDA) to document environmental clearances. This scope of work covers the following tasks in support EDA's environmental review process: 1) desktop review of the project site; 2) site reconnaissance and documentation of existing conditions; and, 3) completion of the environmental report.

TASK 1. DESKTOP REVIEW

SWCA will conduct a desktop-level review of available environmental resource information for the two proposed generator locations. SWCA assumes that the two proposed generator locations would collectively encompass approximately 0.5 acres or less and are generally located within existing disturbed areas near the City of Sweet Home's existing water treatment facility. Results of desktop review will be used to inform the site reconnaissance surveys under Task 2 by identifying specific resources or site conditions that warrant field verification.

Desktop review will include, but is not limited to, evaluation of:

- Federal Emergency Management Agency (FEMA) floodplain mapping
- National Wetlands Inventory and National Hydrography Dataset mapping
- U.S. Fish and Wildlife Service, Oregon Department of Fish and Wildlife, and Oregon Department of Agriculture data concerning federal and state-listed species and designated critical habitat
- Oregon Biodiversity Information Center data for special status species
- Existing land use, zoning, and aerial imagery
- Oregon Department of Environmental Quality data concerning hazardous materials and contaminated sites
- Cultural resources data from the Oregon State Historic Preservation Officer (SHPO) and other readily available data sources
- Applicable environmental compliance and permitting considerations

SWCA will coordinate with Landis and the City of Sweet Home as needed to obtain available project information, including conceptual design information, project description details, and anticipated construction sequencing. The desktop review will rely on publicly available and readily accessible resource information unless additional datasets are provided by the client. Results of desktop review will be incorporated into project documents wherever applicable, including the existing conditions memorandum under Task 2 and/or the environmental report under Task 3.

Cost to complete Task 1: \$5,854

TASK 2. SITE RECONNAISSANCE AND EXISTING CONDITIONS DOCUMENTATION

SWCA will conduct a site reconnaissance visit to verify results of desktop analysis and document existing conditions at the two proposed generator locations. SWCA assumes that the two proposed generator locations would collectively encompass approximately 0.5 acres or less and are generally located within existing disturbed areas 1) southwest of the existing lagoon facility, and 2) adjacent to the raw water station building north of the railroad tracks near the South Santiam River.

It is estimated that it will take 1 day (including travel time) for two qualified biologists to conduct the survey and document current land use, vegetation and habitat characteristics, potential indicators of wetlands or waters, and general environmental setting. Representative site photographs will be collected during the field review.

The reconnaissance-level field survey is intended to supplement and corroborate desktop findings and confirm the absence of sensitive resources through visual observations and limited data collection. This task does not include protocol-level biological surveys, comprehensive field mapping, or formal wetland delineation. SWCA will prepare a brief site conditions memorandum summarizing observations and documenting existing conditions. The memorandum and photo log will be included as an attachment to the environmental report.

DELIVERABLES:

- Site reconnaissance
- Site photographs and photo log
- Draft and Final Existing Conditions Memorandum

Cost to complete Task 2: \$7,968

TASK 3. ENVIRONMENTAL REPORT

SWCA will prepare a draft environmental report in support of the project's federal funding application with EDA and their associated environmental review process. The report will be prepared using the EDA's current environmental narrative template available on the agency's website.

The environmental report will include the following information, as required by EDA:

- Project description, including purpose and need, proposed construction activities, and alternatives considered.
- Description of known historic or archaeological resources that could be affected
- Description of the affected environment and environmental impacts for various resources
- List of proposed avoidance or mitigation measures, if applicable.

The environmental report will be prepared based on information collected under Task 1 and 2. The existing conditions memorandum will be attached to the environmental report for EDA review.

SWCA will submit one draft of the environmental report for client review, incorporate one round of consolidated comments, and provide a final environmental report suitable for inclusion in the grant application package.

DELIVERABLES:

- Draft and Final Environmental Report

Cost to complete Task 3: \$14,566

COST ESTIMATE AND ASSUMPTIONS

Based on thoughtful consideration of the project requirements and a thorough estimate of the required labor and direct costs, SWCA proposes a time-and-materials budget, not to exceed without client approval, \$28,618 to complete the project as presented in the table below. To accommodate project changes and scheduling, it is assumed that SWCA will be able to use the overall project funding and not be held to phase and task limits so long as the overall

budget is not exceeded. Rates are subject to a 3% increase no more than once every 12 months should the project extend beyond September 1, 2027. This cost estimate is valid for ninety (90) days from the date of the proposal.

Table 1. Cost Estimate

TASK	LABOR \$	EXPENSES \$	TIME AND MATERIALS TOTAL \$
Task 1. Desktop Review	\$5,854	\$230	\$6,084
Task 2. Site Reconnaissance and Existing Conditions Documentation	\$7,613	\$345	\$7,968
Task 3. Environmental Report	\$14,566	\$0	\$14,566
PROJECT TOTAL	\$28,033	\$585	\$28,618

ASSUMPTIONS

- Landis and/or the City of Sweet Home will provide adequate project description information, conceptual site plans, and construction details sufficient to support preparation of the environmental report.
- Total contract duration is assumed to be approximately six months to accommodate project coordination and client review schedules. This schedule assumes timely receipt of project information, consolidated client comments, and requested review materials.
- SWCA will provide a draft existing conditions memorandum within approximately four weeks of Notice to Proceed and receipt of project area shapefiles identifying the study area for surveys.
- SWCA will provide a draft environmental report within approximately four weeks of receipt of a complete project description containing sufficient details to meet EDA requirements for the environmental narrative.
- All deliverables will be provided electronically; no hard copies will be provided.
- SWCA assumes one round of consolidated review comments on draft deliverables under Task 2 and 3.
- Proposed work areas are located within previously disturbed utility facility areas.
- SWCA will use publicly available mapping and resource databases unless additional project-specific datasets are provided by the client.
- Cultural resources support is limited to a desktop review of Oregon SHPO records and other readily available data sources. No archaeological field survey, subsurface testing, or site recordation is included in this scope.
- SWCA will be able to complete the cultural resources desktop review using electronically available resources, and no in-person file searches will be required.
- No known historic properties or cultural resources are anticipated within the proposed disturbance footprints based on preliminary understanding of the sites. No cultural resource surveys will be required.
- No historic architectural survey, built environment inventory, or National Register eligibility evaluations are included in this scope.
- No preparation of SHPO submittals, Section 106 consultation materials, Tribal consultation support, or agency coordination related to cultural resources is included in this scope.
- SWCA assumes the proposed generator locations are within previously disturbed utility facility areas and that intact archaeological resources are not anticipated within the proposed disturbance footprints
- Changes to the project footprint, construction limits, or depth of excavation may require additional cultural resources review and are not included in this scope.
- Jurisdictional wetlands or waters are not anticipated within the proposed generator footprints.

- Mapped FEMA floodplain impacts are not anticipated within the proposed generator footprints.
- Based on current understanding of site conditions, suitable habitat for federally listed species is not anticipated within the immediate project disturbance areas.
- SWCA assumes no formal agency consultation with the U.S. Fish and Wildlife Service, National Marine Fisheries Service, SHPO, Tribes, FEMA, or the U.S. Army Corps of Engineers will be required under this scope of work.



City of Sweet Home
 Sweet Home Public Library
 1101 13th Avenue
 Sweet Home, OR 97386
 541-367-5007

Sweet Home Public Library

Statistics

August 2026	This month August 2026	Last month July 2026	Previous year 2025	Year to date 2026
Patron Activity				
Door count	4004	4308	45,306	35,049
Program participants (all ages)	652	587	4,414	2780
Total programs (all ages)	25	27	322	181
Circulation and Renewals				
Checkouts & renewals	6169	6523	73,684	47,178
E-audio & E-book checkouts	901	923	9,233	7070
Total items checked out	7070	7446	82,920	54,548
Public Computers				
Logins	295	300	2,932	2,247
Resource Sharing Savings				
Cost savings	4325.31	\$5,510.93	\$64,434.93	\$38,816.73
Items borrowed by consortium libraries	457	530	4,616	3,139
Items borrowed from consortium libraries	437	506	5,662	3,414
Volunteer Hours				
Hours worked by volunteers	17.5	16.5	401	270.5
New Library Patrons				
New patron cards issued	33	25	449	309

Events this month: Summer Reading programs continue to be well attended with the visit by the Oregon Coast Aquarium being the most popular this month. We attended the Health Fair and gave out over 100 teen health related books.

Building updates: Demo continues on the new outdoor space,

Items of note: We are currently in the middle of our annual Teen Clothing Drive. We will be giving away the clothes on September 28th from 2:30-5pm.

MEMORANDUM



TO: City Council
FROM: Dominic Valloni, Interim Public Works Director
DATE: September 2, 2026
SUBJECT: PW Monthly Report – August 2026

This memorandum provides a brief periodic update of specific projects, Water Treatment Plant (WTP) and Wastewater Treatment Plant (WWTP) operations and maintenance (O&M), and other activities performed by the Public Works Department.

WWTP Activities - Mahler Water Reclamation Facility

August 2026:

- 21.043 million gallons (MG) of wastewater treated this month
- 0.726 MG max daily flow discharged
- 0.679 MG average daily flow discharged

Compliance:

- The WWTP process has had zero process violations for the last 23 months.

O&M Projects:

- Staff finished up the Annual inspection of Clarifier 3. The sweep arm and beach squeegee got new neoprene. We are slowly refilling it with W3 water and will bring it online when the sustained rain returns.
- Staff assisted with the CCB valve getting repaired and installed.
- Staff cleaned screw press area prepping for a weather wall and started working on the RAS room.
- Continue to clean up around the facility.

WTP Activities - Sweet Home Water Treatment Plant

August 2026:

- 41.294 MG finish water treated this month
- 1.95 MG max daily demand
- 1.33 MG average daily demand

Compliance:

- No process violations for July 2026.

Raw Turbidity NTUs:

- NTUs are currently less than 10 (normal).

O&M Projects:

- Staff worked on finalizing the sludge removal and getting both settling ponds back online, ready for winter.

- Staff cleaned out the RW basin and consequently some of the intake line, inspected and photographed RW pump bells, shafts and screens.
- Staff drained and cleaned Soda Ash tank and replaced mixer motor with new one.
- Staff coordinated with TAG and programmed FW pumps to run on PID to mitigate pressure spikes in system. The pumps now maintain a set level while plant runs instead of oscillating between high and low levels (start/stopping)
- Staff also coordinated with TAG and added RW data tracking (Turbidity and pH) to SCADA trends.

Engineering Projects

- Ongoing ROW inspections throughout the community.
- Ongoing Zipli fiber inspections.
- Corrected and updated GIS infrastructure maps.
- Began informal RFI on Northside tennis court restoration.
- Development plan reviews.
- Continued work on WTP generator project.
- Ongoing plan reviews for various construction projects.
- Ongoing support to staff with GIS questions.

Public Works Field Activities

Water Division

- Staff continued with water distribution system leak detection citywide. Found and repaired 4 large/medium water leaks. Continue to get water loss down.
- Staff continue to locate all City owned utilities for contractors throughout the service area.
- Staff installed 2 new water services this month.
- Staff finished construction of new 6" water main and services on the 300 block of 8th Ave. Assisted the street crew with asphalt patching in trenches.

Collections System Division

- Staff continued to inspect sewer system for blockages.
- Staff assisted the engineering department with CCTV inspections on new construction.
- Collections staff has been helping other divisions get work done.

Streets Division

- Staff did various vegetation management along the roadways and sidewalks which included mowing and trimming.

- Staff continue to do asphalt patches and repairs as time allows.
- Staff continue painting crossings and stop bars.
- Staff did a couple bigger patch projects on 54th Ave and also on 8th Ave.

Parks & Facilities Division

- Staff continue mowing and summer maintenance of parks and lawns.
- Staff maintained City parks, cleaned restrooms, and collected garbage from public trash cans.
- Staff continue to monitor all the irrigation in parks and facilities.
- Staff finished the irrigation and tie-in of electrical conduits for new bandstand at Sankey, along with starting to backfill and get ready for seeding.
- Staff dug and rocked the pad along with the ADA path to the fitness court site east of City Hall.

Stormwater Division

- Staff are cleaning storm drain lines as needed.
- Staff are cleaning storm ditches along street easements as time allows.