



*Our Mission: To foster an environment of economic growth and opportunity through effective partnerships with our citizens, businesses, and visitors while maintaining a high standard for quality of life in a progressive community which embraces its heritage.*

City of Oregon Council Agenda  
Tuesday August 25<sup>th</sup>, 2020 5:30 P.M.  
115 N 3<sup>rd</sup> Street

**\*Due to Covid-19 the Meeting will be held Via Zoom.**

**City Hall Council Chambers are open for a Limited Number of Individuals per Social Distancing Rules**  
**(Face Masks will be Required for City Hall Attendance)**

**Join Zoom Meeting Information:**

<https://us02web.zoom.us/j/85345288180?pwd=RHRK2R1S1k0YmIzbE9uUVhEVWt2Zz09>

Meeting ID: 853 4528 8180

Passcode: 912552

One tap mobile

+13126266799

**Public Comment**

1. Promote Tad Dominski from Corporal to Sergeant
2. Promote Randy Cropp from Sergeant to Lieutenant
3. Approve August 11<sup>th</sup>, 2020 Minutes
4. Approve Warrants and Payroll
5. Approve Raffle License for Boy Scouts of America
6. Approve Engineering Agreement for Water Main Replacement Phase 3
7. Approve Ordinance 2020-112 Local Cure Program
8. Approve Ordinance 2020-110 amending Chapter 32 Sec. 32-86
9. Approve Ordinance 2020-111 amending Chapter 32 Sec. 32-88
10. Discuss Changes to Driveway Permit Fees
11. Discuss Ordinance 2020-XXX, Dumpster and Portable Storage devices
12. Discuss Planning Commission Recommendations for Tree Replacement Program

Mayor, Officer, and Commissioners Reports  
Chief of Police, City Administrator, Commissioner Cozzi, Commissioner Krug,  
Commissioner Schuster, Commissioner Wilson, Mayor Williams

The City of Oregon, in compliance with the Americans With Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the City Administrator Darin DeHaan at 815-732-6321 at least 24 hours before a scheduled meeting to allow the City to make reasonable accommodations for these persons.

**Executive session**

A portion of the meeting maybe closed to the Public, immediately as permitted by 5 ILCS 120/2 (c) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the City of Oregon, and as permitted by 5 ILCS 102/2 (c)(11) to discuss litigation against, affecting, or on behalf of the City which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS (c)(21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters. **Possible action after executive session.**

Mayor: Ken Williams  
City Clerk: Cheryl Hilton  
City Attorney: Paul Chadwick  
City Administrator: Darin DeHaan  
Chief of Police: Shawn Melville

Accounts & Finance: Terry Schuster  
Public Health & Safety: Kurt Wilson  
Public Property: Melanie Cozzi  
Streets & Public Improvements: Tim Krug

COUNCIL MEETING MINUTES  
Tuesday August 11<sup>th</sup>, 2020 5:30 P.M.  
City Hall Council Chambers  
115 N 3<sup>rd</sup> Street

The Council of the City of Oregon met Tuesday August 11<sup>th</sup>, 2020, 5:30 P.M.  
The meeting was held on Zoom, City Administrator Darin DeHaan was present in the Council Room at City Hall.

Present: Mayor Ken Williams  
Commissioner Melanie Cozzi  
Commissioner Tim Krug  
Commissioner Terry Schuster  
City Administrator Darin DeHaan  
Chief Shawn Melville  
City Attorney Paul Chadwick  
City Clerk Cheryl Hilton

Present via Zoom: Isaac Brooks, Jeff Helfrich, and Dave Kent.

Absent: Commissioner Kurt Wilson

City Administrator Darin DeHaan started the pledge of allegiance.

Public Hearing

Public Hearing was opened at 5:31 to discuss the Annual Appropriations Ordinance 2020-109. Mayor Williams said that the public notice was recorded in the local paper of record, Oregon Republican Reporter.

Public Hearing closed at 5:32.

Public Comment

Commissioner Terry Schuster said that Isaac Brooks was viewing the City Council Meeting to earn his Civics Badge for Boy Scouts.

Commissioner Tim Krug moved to approve the July 27<sup>th</sup> work group minutes , Seconded by Commissioner Terry Schuster.

Roll Call: Cozzi, Krug, Schuster, Williams. No Nays.

Commissioner Terry Schuster moved to approve the July 28<sup>th</sup> minutes , Seconded by Commissioner Tim Krug.

Roll Call: Cozzi, Krug, Schuster, Williams. No Nays.

Commissioner Terry Schuster moved to approve payroll in the amount of \$48,483.19 and the current warrants as listed:

Blue Cross Blue Shield	\$19,292.90
Butitta Bros. Automotive - Oregon	\$248.04
Byron Bank	\$520.00
Cintas	\$59.20
City of Oregon	\$1,152.12
Comcast	\$149.54
ComEd	\$3,168.44
Constellation New Energy, Inc	\$1,338.20
Dustin Runyon	\$211.07
Envision Healthcare, Inc	\$214.00
Ferguson Waterworks #2516	\$239.43
Fidelity Security Life Insurance	\$195.40
First Midwest Bank	\$4,071.22
Fischer's	\$959.75
Frontier	\$275.82
Hagemann Horticulture LLC	\$1,300.00
ILEAS	\$60.00
James Morris	\$228.95
James Taylor	\$240.00
Know Be4, Inc	\$1,003.97
Martin and Company	\$1,342.36
MCS Advertising	\$75.00
Moring Disposal	\$63.00
Ogle County Clerk & Recorder	\$60.00
Ogle County Clerk & Recorder	\$120.00
Ogle County Clerk & Recorder	\$60.00
Sauk Valley Newspaper	\$31.85
Stillman Bancorp	\$1,181.37
Water Solutions Unlimited, Inc	\$1,936.00
	<b>\$39,797.63</b>

Seconded by Commissioner Tim Krug.

Roll Call: Cozzi, Krug, Schuster, Williams. No Nays

Commissioner Terry Schuster moved to approve the Annual Appropriations Ordinance 2020-109, Seconded by Commissioner Melanie Cozzi.

**Discussion:** Commissioner Terry Schuster said that the annual appropriations are like a credit limit for the City. The annual appropriations are what the City is allowed to spend without special permissions. This gives the City room if there happens to be an emergency.

Roll Call: Cozzi, Krug, Schuster, Williams. No Nays.

Chief Shawn Melville gave an update on the current Covid-19 cases in the City. Currently there are 3 to 4 positive cases. He also said that trees and power lines are down due to the storm on Monday afternoon. ComEd has not yet been to town therefore the trees with power lines cannot be cleaned up.

City Administrator Darin DeHaan thanked all departments for a fantastic response to the storms.

Commissioner Terry Schuster thanked all City employees and departments for their response to the storm damage. There is a lot that happens behind the scenes that most residents do not see. Commissioner Melanie Cozzi asked Water Sewer Superintendent Dave Kent to provide an update on recent projects. Dave Kent said that the water/sewer department has been busy keeping 13 different areas monitored. With the power outage, there are several wells, lift stations and reservoirs that provide water for the City that were kept running with the help of a portable generator. He also said that his department did 101 utility locates for the month of July. Martin's will be blacktopping 10<sup>th</sup> Street around the school on Saturday. Mayor Ken Williams thanked Dave and his staff.

Commissioner Tim Krug thanked the City departments and reported that the Paul Shaffner project is progressing with help from Hands on Oregon. He also commented on a property located within the City that is not being well kept. City Administrator Darin DeHaan said that this has been an ongoing issue. Chief Shawn Melville said that he has received a complaint as well and has had a conversation with the tenant of the property. City Clerk Cheryl Hilton said that Casper Manheim has sent a letter to the property owner.

Mayor Ken Williams thanked all the departments and said that a lot of homes still have no power. He said that the City was fortunate, no residents were injured, and no property damage reported. He also thanked the Oregon Park District for the fireworks display.

Commissioner Tim Krug moved to adjourn the meeting, Seconded by Commissioner Melanie Cozzi

Roll Call: Cozzi, Krug, Schuster, Williams. No Nays.

Adjourn: 5:50 P.M.

\_\_\_\_\_  
Ken Williams, Mayor

Attest: \_\_\_\_\_  
Cheryl Hilton, City Clerk

August 25, 2020

Payroll in amount \$52,510.85

Advanced Automation & Controls	\$499.34
Bear Moon Soap	\$150.00
Becker Storage Welding & Equipment	\$190.12
Butitta Bros. Automative - Oregon	\$248.04
Byron Bank	\$2,097.52
Byron Bank	\$1,455.38
Byron Bank	\$240.92
Caspers Home Inspection LLC	\$1,400.00
Central Bank Illinois	\$2,909.12
Cheryl Hilton	\$40.00
City of Oregon	\$5,000.00
City of Oregon	\$48,900.00
City of Oregon	\$179,757.84
City of Oregon	\$112,692.67
Comcast	\$330.41
ComEd	\$5,218.36
ComEd	\$3,857.10
Constellation NewEnergy, Inc	\$205.57
Constellation NewEnergy, Inc	\$5,593.76
County Line Design, LLC	\$400.00
Dave Kent	\$40.00
Dustin Runyon	\$40.00
Ehmen	\$500.00
Ehmen	\$3,263.61
Euclid Managers	\$1,856.71
Fastenal	\$154.87
Ferguson Waterworks #2516	\$129.61
Fischer's	\$245.60
Gregory Spencer	\$40.00
Harvard State Bank	\$899.21
Hawkins, Inc	\$1,579.57
Hilaree Lombardo	\$34.00
IEPA	\$72,768.30
IP Communications, Inc	\$686.94
James Morris	\$40.00
Jeff Pennington	\$40.00
Joseph Brooks	\$40.00
Josh Lee	\$40.00
Ken Williams	\$115.00
Kunes Country Auto Group	\$1,403.11

Kurt Wilson	\$90.00
Lighting Tees	\$190.00
Liz Vos	\$1,335.80
Liz Vos	\$1,295.00
Maison Crawford	\$40.00
Manheim Solutions, Inc	\$2,000.00
Martin and Company	\$172,648.54
Mary Elliott	\$40.00
Matt Kalnins	\$40.00
Melanie Cozzi	\$65.00
Mel's Custom Graphics	\$982.00
Menards	\$104.32
Moring Disposal	\$36,960.00
Nikolas Manthei	\$40.00
Ogle County Clerk & Recorder	\$60.00
Oregon Snyder	\$287.53
PDC Laboratories, Inc	\$99.00
Pollard Water	\$86.09
Polo Cooperative Assoc	\$4,644.05
Postmaster	\$581.35
Quill	\$222.93
Randy Cropp	\$40.00
Ray O'Herron Co., Inc	\$316.93
Rebecca Hazzard	\$2,381.15
Rock River Center	\$34.00
Scott Wallace	\$40.00
Shawn Melville	\$70.00
Stillman BancCorp	\$675.48
Stillman BancCorp	\$615.88
Stocking Equipment	\$213.25
Sun Life Financial	\$364.08
Tad Dominski	\$40.00
Terry Schuster	\$65.00
Tim Krug	\$65.00
Verizon	\$601.50
Village of Progress	\$1,049.60
Visu-Sewer of Illinois, LLC	\$106,993.07
Visu-Sewer of Illinois, LLC	\$1,123.84
Willetts Hofmann & Assoc	\$5,564.00
Willetts Hofmann & Assoc	\$4,094.35
Willetts Hofmann & Assoc	\$3,014.95
Willetts Hofmann & Assoc	\$4,575.75
Zach McKean	\$40.00
	<b>\$808,892.12</b>

\_\_\_\_\_  
Finance Commissioner

# Application for License to Conduct a Raffle

City of Oregon, Illinois

115 N. 3<sup>rd</sup> St. ♦ Oregon, IL 61061 ♦ (815)732-6321 ♦ Fax: (815)732-7292

Date: 8.18.20

1. Organization: BOY SCOUTS OF AMERICA, BLACKHAWK AREA COUNCIL  
2. Address: 2820 McFarland Rd., Rockford, IL 61107  
3. Mailing Address (if different from above): \_\_\_\_\_

4. Location of Raffle Drawing: ~~4115 S. Scout Rd.~~ CAMP LOWDEN  
5. Address: 4418 S. Scout Rd., Oregon, IL  
6. Date: September 12th Day of Week: Saturday Time: 7-3pm  
7. Date of Ticket Sales: From: 9.12.20 To: 9.12.20  
8. Location of Ticket Sales: CAMP LOWDEN

9. Type of Organization (attach documentary evidence):

Religious \_\_\_\_\_ Charitable ☒ Labor \_\_\_\_\_  
Fraternal \_\_\_\_\_ Educational ☒ Veterans \_\_\_\_\_

10. How long has this organization been in existence? ~~1920~~ 1924

11. Date and place of incorporation (if incorporated): \_\_\_\_\_

June 18, 1924 Rockford, IL

12. Number of members in good standing? 61

13. Raffle Manager: ROMAN SALAMON Phone No: 815.299.5015

14. Total retail value of all prizes to be awarded: \$ ~~1000~~ 5,865

15. Maximum retail value of each prize to be awarded: \$ SHEET ATTACHED

16. Maximum price charged for each chance to be sold: \$ 20

17. Maximum number of chances to be issued: 750

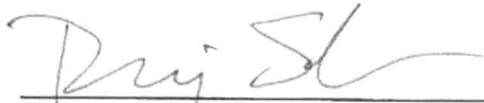
18. Are you bonded? Yes ☒ No \_\_\_\_\_

If so, name of company bonded with: West Bend Ins. / HUB International

-OR- request that surety be waived: \_\_\_\_\_

**19. Attestation:**

The undersigned attest that the above named organization is organized not-for-profit under the laws of the State of Illinois and has been in existence continuously for a period of 5 years immediately preceding the date of this application and that during said 5 year period has maintained a bonafide membership actively engaged in carrying out the purposes of the organization. The undersigned to hereby state under penalties of perjury that all statements in the foregoing application are true and correct and all of the named individuals herein are bonafide members of the sponsoring organization, all are of good moral character and have not been convicted of a felony. If a license is granted hereunder, the undersigned will be responsible for the conduct of the raffle in accordance with the laws of the State of Illinois and the City of Oregon concerning the conduct of such raffle.



Presiding Officer/Secretary/Raffle Manager



Date

Approved:

Date: \_\_\_\_\_

By: \_\_\_\_\_



## Boy Scouts Event

Description	SKU	Event Price
Browning Citori Sporting Grade III 12ga. 30" Barrels	1872231	\$2,659.00
Henry Golden Boy Eagle Scout .22 Long Rifle 20" Barrel	1692971	\$899.00
Henry Salute to Scouting .22 Long Rifle 20" Barrel	2232438	\$829.00
Benelli Nova Pump Action Camo 12ga. 3 1/2" Chamber 28" Barrel	2587803	\$549.00
Benelli Montefeltoro Semi-Auto 12ga 28" Barrel - Walnut Stock	2057115	\$929.00
<b>Totals</b>		<hr/> <b>\$5,865.00</b> <hr/>



WILLETT HOFMANN  
& ASSOCIATES INC  
ENGINEERING ARCHITECTURE LAND SURVEYING

August 19, 2020

Cheryl Hilton, City Clerk  
City of Oregon  
115 North 3<sup>rd</sup> Street  
Oregon, Illinois 61061

Re: City of Oregon, Illinois – Water Main Replacement – Phase 3  
WHA No. 1325D20

Dear Cheryl:

Enclosed are two (2) copies of an Engineering Agreement for the Water Main Replacement – Phase 3 project which will be constructed in 2021. The Phase 3 projects include the replacement of the water mains on Monroe Street from 3<sup>rd</sup> Street to 4<sup>th</sup> Street; 3<sup>rd</sup> Street from Monroe Street to Illinois Street; Jefferson Street from 8<sup>th</sup> Street to 10<sup>th</sup> Street; and Rhodes Place from 8<sup>th</sup> Street to 10<sup>th</sup> Street. The Engineering Agreement includes a design phase, a construction phase, a geotechnical phase and an IEPA Loan Application phase. The Engineering Agreement fee schedule is as follows:

Design Phase:	\$ 67,000
Construction Phase:	\$ 62,000
Geotechnical Phase:	\$ 6,000
IEPA Loan Application Phase:	<u>\$ 9,000</u>
Total Engineering Fee:	\$144,000

Please have the engineering agreement approved by the City Council and then have all copies of the agreements signed. Keep one (1) copy of the agreement for the City's records and return the other copy to us.

Should you have any questions, please feel free to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY 

Matt Hansen, P.E.

MH:rv

Encl.

cc: Darin DeHaan, City Administrator w/ Encl. (via. Email)  
Melanie Cozzi, Commissioner w/ Encl. (via. Email)  
Dave Kent, Water/Wastewater Operations Manager w/ Encl. (via Email)  
File

# **ENGINEERING AGREEMENT**

**FOR**

## **CITY OF OREGON, ILLINOIS WATER SYSTEM IMPROVEMENTS**

**Water Main Replacement – Phase 3  
2020**



**WILLETT HOFMANN  
& ASSOCIATES, INC.**

Professional Seal of Willett Hofmann & Associates, Inc. No. 000000000

809 EAST 2ND STREET, DIXON, IL 61021-0367  
T. 815-284-3381, DESIGN FIRM #184-000918

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THIS AGREEMENT made by and between City of Oregon, Ogle County, Illinois (hereinafter called the OWNER) and WILLETT, HOFMANN & ASSOCIATES, INC., CONSULTING ENGINEERS, 809 East 2nd Street, Dixon, Illinois, hereinafter called the ENGINEER).

WITNESSETH, that whereas the OWNER intends to construct approximately 400 feet of 12" diameter water main on Monroe Street from 3<sup>rd</sup> Street to 4<sup>th</sup> Street and approximately 2,550 feet of 8" diameter water main on 3<sup>rd</sup> Street from Monroe Street to Illinois Street; Jefferson Street from 8<sup>th</sup> Street to 10<sup>th</sup> Street; and Rhodes Place from 8<sup>th</sup> Street to 10<sup>th</sup> Street (hereinafter called the Project).

NOW, THEREFORE, The OWNER and the ENGINEER in consideration of the mutual covenants hereinafter set forth agree as follows:

#### SECTION 1 - SERVICES OF THE ENGINEER

##### 1.1 General

1.1.1. The ENGINEER agrees to perform professional services in connection with the Project as hereinafter stated.

1.1.2. The ENGINEER will serve as the OWNER's professional representative in all phases of the Project, and will give consultation and advice to the OWNER during the performance of his services.

##### 1.2 Design Phase

During the design phase the ENGINEER will:

1.2.1. Provide the necessary engineering topographic surveys and prepare detailed engineering drawings and detailed specifications and contract booklets for bidding.

1.2.2. Prepare the IEPA Public Water Supply construction permit application forms.

1.2.3. Advise the OWNER of any adjustment of the cost estimate for the Project caused by changes in scope, design requirements or construction costs and furnish a revised cost estimate for the Project based on the completed drawings and specifications.

1.2.4. Prepare proposal forms and notice to bidders and assist in the preparation of the Contract Documents.

1.2.5. Furnish five (5) copies and an electronic pdf format of the contract documents consisting of construction agreement form, general conditions, special provisions, detailed construction drawings and technical provisions.

### 1.3 Construction Phase

During the construction phase the ENGINEER will:

1.3.1. Assist the OWNER in obtaining and evaluating bids and awarding a contract for the construction of the Project.

1.3.2. Spend as much time and provide as many inspectors as the ENGINEER deems necessary to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents; he will not be responsible for the techniques and sequences of construction or the safety precautions incident thereto; and during such visits and on the basis of his on-site observations as an experienced and qualified design professional, he will keep the OWNER informed of the progress of the work, will endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor, and may disapprove work as failing to conform to the Contract Documents. The ENGINEER is not responsible for testing or inspection of materials other than that which may be required at the site of the work.

1.3.3. Set construction stakes to establish line and grade of the work to such extent as to control and reference the construction, but not to such an extent as to transfer such line and grades to the Contractor's batter boards, laser, forms and excavated areas.

1.3.4. Review shop drawings, diagrams, illustrations, catalog data, schedules and samples, the results of tests and inspections and other data which the Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents; and assemble maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection as required by the Contract Documents.

1.3.5. Consult and advise with the OWNER; act as the OWNER's representative; issue all instructions of the OWNER to the Contractor; prepare routine change orders as required; whenever he considers it necessary or advisable to insure the proper carrying out of the intent of the Contract Documents, he may, as the OWNER's representative, direct the Contractor to stop the work or require special examination or testing of the work (whether or not fabricated, installed or completed); he will act as interpreter of the terms and conditions of the Contract Documents and judge of the performance thereunder.

1.3.6. Based on his on-site observations as an experienced and qualified design professional and on his review of the Contractor's applications for payment, and supporting data determine the amount owed to the Contractor and approve in writing payment to the Contractor in such amounts; such approvals of payment to constitute a representation to the OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the work is in accordance with the Contract Documents, subject to the results of any subsequent test called for in the Contract Documents and any qualifications stated in his approval.

1.3.7. Conduct, in the company with the OWNER, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Contract Documents and approve in writing final payment to the Contractor.

1.3.8. Revise the contract drawings to reflect the changes made during construction as furnished to the ENGINEER and to represent graphically the locations of the improvements and although the drawings are not warranted as to their accuracy, the location of the improvements shown can be found within reasonable tolerance.

1.3.9. Through the on-site observations of the work in progress and field checks of materials and equipment the ENGINEER will endeavor to provide protection for the OWNER against defects and deficiencies in the work, but the furnishing of such resident project representation shall not make the ENGINEER responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

#### 1.4 Geotechnical

1.4.1. Furnish standard core borings, subsurface probings and/or subsurface explorations; and geotechnical report for design of the water main.

#### 1.5 IEPA Loan Application Documents

1.5.1. Prepare the IEPA Public Water Supply Revolving Fund loan application documents for the OWNER's execution and submission to the IEPA.

### SECTION 2 - ADDITIONAL SERVICES OF THE ENGINEER

#### 2.1 General

If authorized in writing by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which will be paid for by the OWNER as indicated in subsection 5.1.5.

2.1.1. Furnishing of additional or nonstandard core borings, probings or subsurface explorations; hydrographic surveys; laboratory testing and inspection of samples or materials; and other special consultation.

2.1.2. Additional services due to significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction.

2.1.3. Revising previously approved studies, reports, design documents, drawings or specifications.

2.1.4. Preparing documents for alternate bids requested by the OWNER for work which is not executed.

2.1.5. Preparing detailed renderings, exhibits or scale models for the Project.

2.1.6. Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material and labor; and material audits or inventories required for certification of force account construction performed by OWNER.

2.1.7. Preparing special change orders requested by the OWNER.

2.1.8. Making an inspection of the Project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract.

2.1.9. Additional or extended services during construction made necessary by: (1) work damaged by fire or other cause during construction; (2) prolongation of the construction contract time by more than 25%; (3) acceleration of the work schedule involving services beyond normal working hours; and (4) contract default due to delinquency or insolvency.

2.1.10. Extensive assistance in the initial start-up and test operation of equipment or systems and the preparation of manuals of operation and maintenance.

2.1.11. Additional services and costs necessitated by out of town travel required of the ENGINEER other than visits to the Project as required by Section 1.

2.1.12. Serving as an expert witness for the OWNER in any litigation or other proceeding involving the Project.

2.1.13. Additional services in connection with the Project not otherwise provided for in this Agreement.

### SECTION 3 - THE OWNER'S RESPONSIBILITIES

The OWNER will:

3.1. Provide full information as to his requirements for the Project.

3.2. Assist the ENGINEER by placing at his disposal all available information pertinent to the site of the Project including previous reports and any other data relative to design and construction of the Project.

3.3. Guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform his work under this Agreement.

3.4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the ENGINEER.

3.5. Advertise for Proposals from bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.

3.6. Provide such legal, accounting and insurance counseling services as may be required for the Project.

3.7. Designate in writing a person to act as OWNER's representative with respect to the work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement.

3.8. Give prompt written notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.



3.9. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

3.10. Furnish, or direct the ENGINEER to provide, at the OWNER's expense, necessary additional services as stipulated in Section 2 of this Agreement, or other services as required.

3.11. Furnish the ENGINEER with a description of and the names of owners and lien holders of property adjacent to the proposed improvement, where such data is needed for the preparation of plans and/or right of way or easement plats.

#### SECTION 4 - PERIOD OF SERVICE

4.1. Unless sooner terminated as provided in subsection 6.1, this Agreement shall remain in force for period of sixty (60) days after the final contractor pay request and closeout documents have been approved by the OWNER.

#### SECTION 5 - PAYMENTS TO THE ENGINEER

5.1. The OWNER will pay the ENGINEER for the services performed as follows:

5.1.1. For all work under the Design Phase, the OWNER shall pay the ENGINEER a lump sum fee of \$ 67,000.00. Such basic fee shall be due and payable as follows:

Monthly during the design phase of the ENGINEER's work, he shall be paid an amount computed by multiplying the percentage of work performed by the lump sum fee. From the partial payments thus computed each month, there shall be deducted all previous partial fee payments made to the ENGINEER.

5.1.2. For all work under the Construction Phase of the Project, the OWNER shall pay the ENGINEER an amount equal to the established billing rates of the ENGINEER – Billing Rate being defined herein as payroll, social security, retirement deductions, unemployment tax, insurance overhead and profit. In addition, all materials and out-of-pocket expenses shall be paid at their actual cost to the ENGINEER; that payment for such services will be made monthly to the ENGINEER during the course of the ENGINEER's work, upon his submission to the OWNER of an itemized statement showing such time, rates and employees' names. The Construction Phase fee budget amount is \$62,000.00.

5.1.3. For the geotechnical services, the OWNER shall pay the ENGINEER an amount equal to the actual cost billed to the ENGINEER, plus 5% to cover overhead and handling. The geotechnical fee budget amount is \$6,000.00.

5.1.4. For all work under the IEPA Loan Application Documents, the OWNER shall pay the ENGINEER a lump sum fee of \$ 9,000.00. Such basic fee shall be due and payable as follows:

Monthly during the design phase of the ENGINEER's work, he shall be paid an amount computed by multiplying the percentage of work performed by the lump sum fee. From the partial payments thus computed each month, there shall be deducted all previous partial fee payments made to the ENGINEER.

5.1.5. For "Additional Services" performed:

5.1.5.1. By personnel assigned to the regularly established office of the ENGINEER, an amount equal to the established billing rates of the ENGINEER as defined in subsection 5.1.2 above.

5.1.5.2. In connection with administering sub-contracts for services by others than described in 5.1.5.1. ante, an amount equal to the actual costs billed to the ENGINEER, plus 5% to cover overhead and handling.

5.1.5.3. In addition, all materials and out-of-pocket expenses shall be paid at their actual cost to the ENGINEER; that payment for such services will be made monthly to the ENGINEER during the course of the ENGINEER's work, upon his submission to the OWNER of an itemized statement showing such time, rates and employees' names.

5.1.6. As per Section 1, the OWNER authorizes the ENGINEER to perform the work as detailed below. The authorized work is estimated to be \$144,000.00, and work will not be performed in excess of this amount without prior authorization by the OWNER. The estimated cost breakdown is as follows:

Design	\$ 67,000.00
Construction Observation	\$ 62,000.00
Geotechnical	\$ 6,000.00
IEPA Loan Application Documents	<u>\$ 9,000.00</u>
TOTAL	\$144,000.00

## 5.2 General

5.2.1. If any portion of the Project is not bid or put under contract for a period of 6 months after completion of the design phase, the ENGINEER's compensation shall be in accordance with subsection 5.1.2.

5.2.2. If this Agreement is terminated upon completion of any phase of the ENGINEER's services, the progress payments to be made in accordance with subsection 5.1 on account of that and all prior phases shall constitute total payment for services rendered; if terminated during any phase of the work, the ENGINEER shall be paid for services performed during such phase on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER shall be paid all terminal expenses resulting therefrom plus payment for additional services then due.

5.2.3. If, prior to termination of this Agreement, any work designed or specified by the ENGINEER during any phase of the work is suspended in whole or in part for more than three months, or abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed on account of it prior to receipt of such notice from the OWNER as provided in subsection 5.2.2 for termination during any phase of the work.

## SECTION 6 - GENERAL CONSIDERATIONS

### 6.1 Termination

This agreement may be terminated by either party by seven days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is so terminated, the ENGINEER shall be paid as provided in subsection 5.2.2.

### 6.2 Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER may, at his expense, obtain a set of reproducible record prints of drawings and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements thereto and he will not sell, publish or display them publicly. Re-use for extensions of the Project, or for new projects, shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER.

### 6.3 Estimates

Since the ENGINEER has no control over the cost of labor and materials, or over competitive bidding and market conditions, the estimates of construction cost provided for herein are to be made on the basis of his experience and qualifications but the ENGINEER does not guarantee the accuracy of such estimates as compared to the contractor's bids or the Project construction cost.

### 6.4 Insurance

The ENGINEER shall secure and maintain such insurance as will protect him from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of his services under this agreement.

### 6.5 Successors and Assigns

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

### 6.6 Audit and Access to Records

6.6.1. The ENGINEER agrees to include subsections 6.6.2 through 6.6.5 below in all his contracts and all subcontracts directly related to project performance which are in excess of \$25,000.

6.6.2. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of Agency grant work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards (666 Fifth Avenue, New York, New York 10019; June 1, 1987). The local agency shall have access to such books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER will provide facilities for such access and inspection.

6.6.3. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

6.6.4. The ENGINEER agrees to the disclosure of all information and reports resulting from access to records pursuant to subsection 6.6.2 above, to the Agency. Where the audit concerns the ENGINEER, the auditing agency will afford the ENGINEER an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

6.6.5. Records under subsection 6.6.2 above shall be maintained and made available during performance on Agency loan work under this agreement and until three years from date of final Agency loan audit for the project. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

#### 6.7. Covenant Against Contingent Fees

The ENGINEER warrants that no person or sealing agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

### SECTION 7 - SPECIAL PROVISIONS

The OWNER and the ENGINEER mutually agree that this Agreement shall be subject to the following special provisions, which together with the provisions hereof and the exhibits hereto represent the entire Agreement between the OWNER and the ENGINEER; they may only be altered, amended or repealed by a duly executed written instrument.

The OWNER and the ENGINEER mutually agree that this Agreement shall be subject to the following special provisions, which together with the provisions hereof and the exhibits hereto represent the entire Agreement between the OWNER and the ENGINEER; they may only be altered, amended or repealed by a duly executed written instrument.

All additions and deletions made in the printed words of this Agreement were so made prior to its execution by the parties hereto.

The ENGINEER certifies that the services of anyone that has been debarred or suspended under the Federal Executive Order 12549 has not or will not be used for planning, design and construction work.

### TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the ground of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### SECTION 109 OF TITLE 1 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### INTEREST OF MEMBERS OF A UNIT LOCAL GOVERNMENT OR OTHER PUBLIC OFFICIALS

No member of the governing body of the Unit of Local Government and no other officer, employee, public official, or agent of the Unit of Local Government who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the ENGINEER shall take appropriate steps to assure compliance.

#### INTEREST OF ENGINEER AND EMPLOYEES

The ENGINEER covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The ENGINEER further covenants that in the performance of this contract, no person having such interest shall be employed.

#### EQUAL EMPLOYMENT OPPORTUNITY

During the performance of work under this Agreement, the ENGINEER, for himself, his assignees and successors in interest agrees to conform to the requirements of the "Special Provisions for Fair Employment Practices" of the Illinois Department of Transportation. The words "contract" and "contractor" in the special provision shall be interpreted to mean "Agreement" and "ENGINEER" respectively.

#### USEPA NONDISCRIMINATION CLAUSE

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

#### USEPA FAIR SHARE PERCENTAGE CLAUSE

Evidence that affirmative steps have been taken, such as, but not limited to, a copy of the advertisement(s) and the record of negotiation in accordance with federal Executive Order 11625 and 12138, to assure that Disadvantaged Business Enterprises are used when possible as sources of supplies, equipment, construction and services.

The ENGINEER agrees to take affirmative steps to assure that Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Public Water Supply Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, the ENGINEER acknowledges that the fair share percentages are 5% for MBE's and 12% for WBE's.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement below.

OWNER:

\_\_\_\_\_  
CITY OF OREGON, ILLINOIS

BY:\_\_\_\_\_

Title:\_\_\_\_\_MAYOR

Date:\_\_\_\_\_

ATTEST:

BY:\_\_\_\_\_

Title:\_\_\_\_\_CITY CLERK

(SEAL)

ENGINEER:

WILLETT, HOFMANN & ASSOCIATES, INC.

BY:\_\_\_\_\_

Title:\_\_\_\_\_PRESIDENT & GENERAL MANAGER

ATTEST:

BY:\_\_\_\_\_

Title:\_\_\_\_\_SECRETARY

(SEAL)

ORDINANCE NO. 2020-112

AN ORDINANCE PERTAINING TO THE LOCAL CURE PROGRAM

WHEREAS, the City of Oregon, Ogle County, Illinois, City of Oregon is an Illinois municipality, eligible for reimbursement of funds through the Local Coronavirus Urgent Remediation Emergency Support Program (Local CURE Program), 20 ILCS 605/605-1045; and

WHEREAS, the Local CURE Program is funded from financial assistance the State of Illinois received through the U.S. Department of the Treasury's Coronavirus Relief Fund (CFDA No. 21.019) authorized under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief and Economic Security Act, P.L. 116-136 ("CARES Act"); and

WHEREAS, as a Local Government recipient of financial support through the Local CURE Program, the City of Oregon is required to utilize the financial support received from the Illinois Department of Commerce and Economic Opportunity (the "Department") for the specific purposes and in compliance with the terms and certifications of the Local CURE Program; and

WHEREAS, the corporate authorities of the City of Oregon have determined that it is advisable, necessary and in the best interest of the City of Oregon to enter into the attached Local CURE Program Financial Support Conditions and Certification in order to participate in and receive the funding pursuant to the Local CURE Program.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

ARTICLE 1

The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

ARTICLE 2

The Financial Support Conditions and Certification in substantially the form of the exhibit attached hereto is hereby incorporated herein by reference, authorized and approved.

ARTICLE 3

The Mayor is hereby authorized to execute and deliver and the City Clerk is hereby authorized to attest to said execution of said certification in substantially the form of the exhibit appended hereto as so authorized and approved for and on behalf of the City of Oregon.

#### ARTICLE 4

SEVERABILITY. If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

#### ARTICLE 5

REPEAL OF CONFLICTING PROVISIONS. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

#### ARTICLE 6

EFFECTIVE DATE. This Ordinance shall be in full force and effect on \_\_\_\_\_, 20\_\_\_\_.

Passed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Ken Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cheryl Hilton, City Clerk



## ORDINANCE NO. 2020-110

### An Ordinance amending Chapter 32 Section 32-86

Be it ordained by the City Council of the City of Oregon, Ogle County, Illinois that the Municipal Code of the City of Oregon be and the same is hereby to amended as follows

Sec. 32-86. - Permit required.

(a) Definitions:

- 1) "Construct" means the construction of new work where no work has previously been done.
- 2) "Repair" means applying a moderate amount of gravel, asphalt sealcoating, or concrete sealer to an existing driveway without the use of mechanical equipment. This will not include the use of mechanical equipment to deliver product of repair to the worksite.
- 3) "Replace" means removing and replacing a layer of gravel, a section of asphalt, concrete, or grass paving system from an existing driveway with the use of mechanical equipment.

(ab) No person shall construct, ~~build,~~ replace, or establish any portion of a driveway over, across or upon any portion of a public walk or public parkway without first having obtained a written permit to do so from the commissioner or superintendent of streets and public improvements. No permit shall be issued for construction or establishment of any such driveway except in accordance with the provisions contained in this article.

(bc) Property owners are entitled to a driveway permit only if:

- (1) The driveway will not create an undue safety hazard;
- (2) It will not impede safe and efficient flow of traffic; and
- (3) It does and will conform in all respects to existing traffic, zoning and building provisions.

(c) An application for a permit must be made in writing upon forms furnished by the city. Said application shall contain the name and address of the person making the application, the name of the contractor or person who is to construct said driveway and the proposed location and dimensions of such driveway. Complete plans and specifications shall be submitted to the department of streets and public improvements at least five working days before the permit shall be issued. The cost of the permit shall be established in the City of Oregon fee schedule.

(Code 1970, § 3-9-1; Code 1987, § 9-61; Ord. No. 945, 9-28-1987; Ord. No. 1185, 5-12-2003)

**ORDINANCE NO. 2020-111**  
**An Ordinance amending Chapter 32**  
**Section 32-88**

Be it ordained by the City Council of the City of Oregon, Ogle County, Illinois that the Municipal Code of the City of Oregon be and the same is hereby to amended as follows

Amend Section. 32-88. – Specifications.:

All plans and specifications must conform to the following minimum requirements before a permit for construction or reconstruction of a driveway shall be permitted:

- (1) A driveway for other than a residential or dwelling house use shall be constructed of Portland cement concrete or asphalt. Asphalt shall have a minimum depth of two inches without any loose material on top and has a base of compacted CA-6 road rock at least six inches deep or equivalent as determined by the commissioner or superintendent of streets and public improvements. Concrete shall be of Portland cement concrete at least six inches in thickness or four inches with wire mesh or reinforcement rod. . Concrete shall be as specified by ordinance for sidewalks on file in the office of the city clerk at all times.
- (2) A driveway for residential or dwelling house use, which will be accessed from a city street, shall be constructed using asphalt, concrete or an approved grass paving system. Asphalt with a minimum depth of two inches without any loose material on top and has a base of compacted CA-6 road rock at least six inches deep or equivalent as determined by the commissioner or superintendent of streets and public improvements. Concrete shall be of Portland cement concrete at least six inches in thickness or four inches with wire mesh or reinforcement rod. Concrete shall be specified by ordinance for sidewalks on file in the office of the city clerk at all times. A residential grass paving system requires a base of compacted CA-6 road rock at least six inches deep or equivalent as determined by the commissioner or superintendent of streets and public improvements. A residential grass paving system will require a minimum three (3) foot concrete or asphalt approach. The apron shall be built to the same specifications as the asphalt or concrete driveway as specified in this section.
- (3) A driveway which will be accessed off an alley shall be constructed, repaired, or replaced using gravel, asphalt, concrete, or an approved grass paving system. Asphalt with a minimum depth of two inches without any loose material on top and has a base of compacted CA-6 road rock at least six inches deep or equivalent as determined by the commissioner or superintendent of streets and public improvements. Concrete shall be of Portland cement concrete at least six inches in thickness or four inches with wire mesh or reinforcement rod. Concrete shall be specified by ordinance for sidewalks on file in the office of the city clerk at all times. A residential grass paving system requires a base of compacted CA-6 road rock at least six inches deep or equivalent as determined by the commissioner or superintendent of streets and public improvements. A residential driveway off an alley will require a minimum three (3) foot concrete or asphalt approach when constructed or replaced. The approach shall be built to the same specifications as the asphalt or concrete driveway as specified in this section.
- (34) Where a driveway of any kind of material is constructed across the sidewalk space, it shall conform to the sidewalk grade as established by the commissioner or superintendent of streets and public improvements.
- (45) Where a driveway of any kind of material is constructed across an existing sidewalk, said sidewalk shall be removed and replaced with Portland cement concrete for the full width of the driveway and for a distance of at least 12 inches on both sides of said walk. This portion shall



be no less than six inches in thickness and constructed in accordance with the ordinance for sidewalks on file in the office of the city clerk.

- (56) Where paving in the public street is of concrete, and a concrete driveway is constructed, a bituminous pre-molded expansion joint shall be placed between existing street/curb and new concrete driveway.
- (67) The width of the driveway for other than residential or dwelling house shall not exceed 30 feet at the outer or street edge of the sidewalk. Where two or more adjoining driveways are provided for the same property, a safety island of not less than 20 feet at the outer or street side of the sidewalk shall be provided. Not more than two such driveways shall be allowed to any one owner for any one piece of property on any one street for each 100 feet of continuous frontage thereof.
- (78) The width of the driveways for a residential or dwelling house shall not be less than nine feet nor more than 24 feet at the outer or street edge of the sidewalk. This section shall not apply to a driveway that is accessed from an alley.
- (89) The width of the driveway opening at the curblin shall not exceed the width of the driveway at the outer or street edge of the sidewalk plus ten feet. The centerline of all driveways must be approximately at right angles to the curblin of the pavement in a public street for a distance of at least ten feet from said curblin.
- (910) All driveways shall be so graded between the gutter and the sidewalk that it will not be necessary to change the established grade of either and will not elevate or depress any portion of either. No part of said driveway shall extend beyond the curblin in such a manner as to change the grade of said gutter or obstruct the free flow of water in said gutter. Where elevations or depressions are necessary in the parkway strip between the curb and walk, said parkway shall be graded on both sides of the driveway to a distance sufficient to create a gradual ascent or descent.
- (4011) Combined curb and gutter and separate curbing shall be entirely removed for the full width of the driveway opening at the curblin. If an existing joint in said curb is within five feet of the end of the driveway opening, the permittee under this article shall remove the existing curbing to said joint or otherwise cut said combined curb and gutter or separate curbing, making a neat edge truly at right angles to the edge of the pavement and truly vertical. Integral curbing, which is that type placed with the pavement and molded as an integral part of it, must be removed for the full depth from the top of the curb to the bottom of the pavement. The edge must be cut as above described. Sawing or cutting to remove the curb to create a swale or depressed curb for the approach opening will be allowed at the discretion of the commissioner or superintendent of streets and public improvements. No combined curb and gutter, straight curb or integral curb shall be removed within five feet of a public crosswalk.
- (4412) Where driveways cross open ditches in the parkways, culverts shall be installed. Said culverts shall be of such size and shall be constructed of such materials as determined by the commissioner or superintendent of streets and public improvements depending on the conditions existing. In no instance shall the size of opening be less than that obtained by a 12-inch diameter pipe. The length of culvert shall be determined by the following method: For a ditch depth of two feet or less, the culvert shall extend not less than five feet beyond both edges of the driveway where it crosses the ditch. For each additional foot depth of ditch two feet shall be added to the above figure, except that no culvert shall be less than 20 feet long and except that where head-walls are constructed at the ends of the culvert the length shall be as determined by the commissioner or superintendent of streets and public improvements.
- (4213) The condition of existing curb shall be evaluated by the superintendent of streets before a permit is issued. If the superintendent of streets deems that the curb needs to be replaced, and the damage was caused by the property owner the curb repair or replacement shall be the responsibility of the property owner.

- (~~13~~14) Where an existing catch basin or meter pit is in the area of the proposed driveway, the commissioner or superintendent of streets and public improvements shall determine if the existing structure and/or cover is adequate for proposed traffic. If either or both need to be replaced, the additional cost thereof shall be paid by the contractor.
- (14~~15~~) All driveways constructed or ~~reconstructed~~ repaired over, across or upon any public street or public parkway in the city shall be kept and maintained at all times in accordance with the provisions of this article by the persons so constructing, repairing ~~reconstructing~~ or using the same as an adjunct or appurtenance to lands or properties immediately adjacent thereto.
- (~~15~~16) Encroachment into the terrace adjacent to an adjoining property will require the written consent of the adjoining property owner and the approval of the commissioner of streets and public improvements and/or superintendent of streets and public improvements.

Passed and approved by the City Council of the City of Oregon, Ogle County, Illinois, this 25<sup>th</sup> day of August 2020.

Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_ Absent: \_\_\_\_\_

\_\_\_\_\_  
Ken Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cheryl Hilton, City Clerk

Ordinance No. 2020 – XXX

Dumpsters and Portable Storage Devices in Public Rights-of-Way or Crossing Public Rights-of-Way shall be added to Chapter 30 of the Code of Oregon, and shall read as follows:

Sec. 30-13. Dumpster and Portable Storage Devices in Public Rights-of-Way or Crossing Public Rights-of-Way.

A. Purpose

The primary purpose of public streets is for use by vehicular and pedestrian traffic. Reasonable regulations of obstruction in public streets and sidewalks is necessary to protect the health, safety, and welfare of the general public.

B. Definitions

Dumpster – A metal storage receptacle used to temporarily store debris or garbage, and which is then emptied of its contents or remove with its contents to a dumpsite.

Temporary Dumpster – Any dumpster used or intended as a disposal facility for construction, renovation, or demolitions projects, special events, seasonal use, or other purposes not permanent in nature.

Portable Storage Device – Any item placed in a street that is not a motor vehicle as defined by the Illinois Vehicle Code, or a temporary dumpster, including, but not limited to, containers commonly known as “portable storage devices or “PODS®

- C. Prior to the issuance of any permit for any dumpster, temporary dumpster, or portable storage device, its location and usage shall be reviewed and approved by the City.
- D. A permit for a dumpster, temporary dumpster, or portable storage device shall be for an initial term of not more than 30 days. Provided the applicant is in compliance with all provisions of this article and all other applicable City regulations, a renewal permit may be approved and issued for an additional 30-day period upon application and payment of the permit renewal fee as established by the City Council. Not more than one renewal shall be issued by the City for any dumpster, temporary dumpster, or portable storage device placed upon any City Street. The dumpster, temporary dumpster, or portable storage device shall be removed prior to the expiration of the permit.
- E. The following requirements shall apply to any dumpster, temporary dumpster, or portable storage device placed upon public streets or pedestrian ways in the City.
  - 1. No dumpster, temporary dumpster, or portable storage device may be placed on roads in the City, within 40 feet of an intersection; or within any prohibited or restricted area.
  - 2. Sufficient reflective tape shall be placed upon all four sides of the dumpster, temporary dumpster, or portable storage device in such a manner as to make it visible at night.
  - 3. Each of the dumpster, temporary dumpster, or portable storage device rollers or wheels (if any) must be placed upon wooden pad or at least six inches by six inches and at least

¾ of an inch in thickness, or on a similarly protective device in order to prevent damage to the road surface.

4. No dumpster, temporary dumpster, or portable storage device shall be placed nearer than 15 feet to any fire hydrant within the parkway or other area intended for fire-fighting equipment.
  5. The name, address and telephone number of the dumpster, temporary dumpster, or portable storage device owner/operator shall be conspicuously placed on at least two sides of the device.
  6. No dumpster, temporary dumpster, or portable storage device shall be placed on the parkway of any street extending a distance of more than 9 feet from the curb line or edge of the parkway.
  7. The location of any dumpster, temporary dumpster, or portable storage device upon any public street shall not interfere with any required clear sight distance across any intersection.
  8. The location of dumpster, temporary dumpster, or portable storage device upon any public street shall not obstruct any pedestrian way or the travel lane of any public street.
  9. No dumpster, temporary dumpster, or portable storage device shall be loaded in such a manner as to cause its contents to spill onto any street, sidewalk, or other area intended for pedestrian travel.
  10. No dumpster, temporary dumpster, or portable storage device shall contain any hazardous waste unless pursuant to a permit for such waste issued by the appropriate governmental entity.
  11. No materials contained in a dumpster, temporary dumpster, or portable storage device shall emit any noxious or offensive odor or otherwise create a hazard or risk to public health.
  12. No dumpster, temporary dumpster, or portable storage device shall be placed in such a manner as to interfere with the operation or maintenance of any public utility.
  13. No dumpster, temporary dumpster, or portable storage device shall be placed on private property in a location that requires the delivery vehicle to drive over public property without first obtaining a permit.
- F. The permit shall be conspicuously placed in a location that permits it to be identified from a public street.
- G. The placement of any dumpster shall be in accordance with all requirements of the State of Illinois Motor Vehicle Code.
- H. If any damage or injury to the parkway, curb, sidewalk shall be caused or done by the use of occupancy of any street or road hereunder, the party to whom such permit shall have been issued shall be responsible and liable for the same and shall restore the parkway, curb and/or sidewalk to its original condition. If the permittee refuses to properly restore the parkway, curb and/or sidewalk to its original condition, the City may do so and collect the cost of the same from the permittee.

CITY OF OREGON

PERMIT APPLICATION FOR DUMPSTERS IN THE PUBLIC RIGHT-OF-WAY

PERMIT APPLICATION TO CROSS THE PUBLIC RIGHT-OF-WAY FOR DUMPSTER

PLACEMENT ON PRIVATE PROPERTY.

Date: \_\_\_\_\_

Permit No. \_\_\_\_\_

Applicant/Property Owner \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Property Address \_\_\_\_\_  
Street Address City Zip Code

Exact Location of Dumpster \_\_\_\_\_

Reason for Dumpster \_\_\_\_\_

Dumpster Contractor \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

Dumpster Size \_\_\_\_\_

Starting Date \_\_\_\_\_

Renewal Date: \_\_\_\_\_

Completion Date \_\_\_\_\_

Renewal Completion Date: \_\_\_\_\_

*Permit is for a period of time not to exceed fourteen (14) calendar days. All dumpsters must be removed prior to the preparation of the permit. Cost for permits and renewals are \$20.00 each.*

I have read the attached ordinance and agree to all of the terms and conditions.

\_\_\_\_\_  
Applicant/Owner Signature

\_\_\_\_\_  
Date

-----  
City Use Only

Special Conditions and Instruction \_\_\_\_\_

☐ Approved ☐ Denied \_\_\_\_\_

\_\_\_\_\_  
Superintendent of Streets

\_\_\_\_\_  
Date

Reason(s) Denied:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**City of Oregon**

**Street Department**

**Recommendations for Tree Planting**

Updated July 2020



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## 1. Planting Process for City of Oregon

### **Oregon City Code**

Sec. 32-60. - Trees and shrubs in parkway.

- (a) It shall be unlawful for any person to plant any tree or shrub in any parkway without having first secured a permit therefor. Applications for such permits shall be made to the city clerk on the form provided therefor and shall be subject to the approval of the commissioner of streets and public improvements. No fee shall be charged for said permit. No shrub shall be planted, maintained or allowed to grow to a height of more than three feet. Trees shall be planted at least 20 feet apart.
- (b) All trees and shrubs now standing or hereafter planted along parkways or standing on private property, but the branches of which extend over the parkway, shall be pruned or trimmed so that no branch of a tree shall grow or hang over the street or sidewalk less than nine feet above ground level. This maintenance shall be the responsibility of the owners of the private property immediately adjacent to the parkway upon which said tree or shrub is located. Any trees or shrubs not so maintained shall be declared to be a public nuisance and may be abated by the city pursuant to this Code.

(Code 1970, § 3-8-2; Code 1987, § 9-42)

## 2. EAB Tree Replacement Program

City of Oregon, Illinois

115 N. 3<sup>rd</sup> St. ♦ Oregon, IL 61061 ♦ Phn: (815) 732-6321 ♦ Fax: (815) 732-7292

Date: \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Species Requested: \_\_\_\_\_

Number of Trees: \_\_\_\_\_

By signing below, the above-named person agrees to the following:

- A 50% - 50% cost share of replacement trees with the City of Oregon. The City of Oregon's share will be a maximum of \$100.00 per tree. The owner is responsible for the purchase, planting, and water of the tree.
- The owner agrees to provide ample water and other care to insure the survival of the tree. If it is determined that due diligence was not followed, and the tree dies, the owner will reimburse the City of Oregon for their 50% of the original price.
- Only the approved species and location staked by the Street Superintendent will be valid.
- Please call with any questions.

Signature of Applicant: \_\_\_\_\_

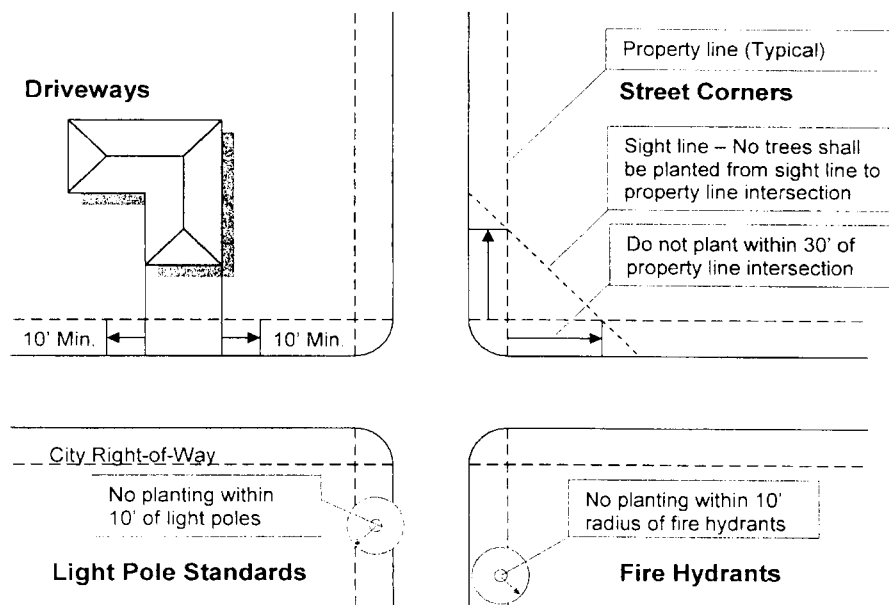
Signature of City Official: \_\_\_\_\_

Total Cost \$\_\_\_\_\_ Owner Share \$\_\_\_\_\_ City Share \$\_\_\_\_\_

### 3. Guidelines for Parkway Tree Planting

#### GUIDELINES FOR PARKWAY TREE PLANTING

Thank you for your interest in planting parkway trees. This City program is specifically for planting of trees in the City Right-of-Way, commonly referred to as "Parkway." We request the property owner place stake(s) in the desired tree location in the parkway. The location stake should indicate the variety of City approved tree to be planted. The Property owner shall contact J.U.L.I.E. to verify that utilities are not in conflict with desired tree locations. Please refer to the diagram below when placing your location stake(s):



Trees shall be planted no closer than 20' apart or from existing parkway trees. Trees shall not be planted closer than 10' to alleys, fire hydrants, utility poles, water valves or gas service lines. Trees shall not be closer than 10' from private driveways.

On corner lots, trees must not be planted in the parkway within 30' of the intersection of the corner property lines adjoining the street right-of way. This is to avoid sight distance problems at intersections. Typically, the distance from the curb line of the intersecting streets to the first tree is 45'.

Trees will not be permitted on residential parkways where there is less than 5' between the sidewalk and the curb, or edge of pavement; or less than 14' between the property line and curb or edge of pavement where there is no sidewalk.

Trees will normally be centered in the parkway between the curb and the sidewalk.

Tree varieties available under this program cannot be planted under overhead utility wires because mature plant height would be in conflict with utility wires. The only exceptions are utility approved trees.

#### 4. Recommended Large Trees (50' or taller)

##### **Sugar Maple - *Acer saccharum***

**DESCRIPTION:** 60' tall x 40' wide. Dense, upright-oval to rounded crown. Dark green leaves changing to brilliant yellow or orange-red in the fall. **CULTURE:** Likes well-drained, moist soils. Does poorly in compacted soil with limited root space. Full sun to partial shade. Intolerant of salts. Native to Illinois. **LANDSCAPE USE:** Excellent shade tree. Used in parks, golf courses and as a street tree. (Black Maple is a midwestern version of Sugar Maple better adapted to our region.)



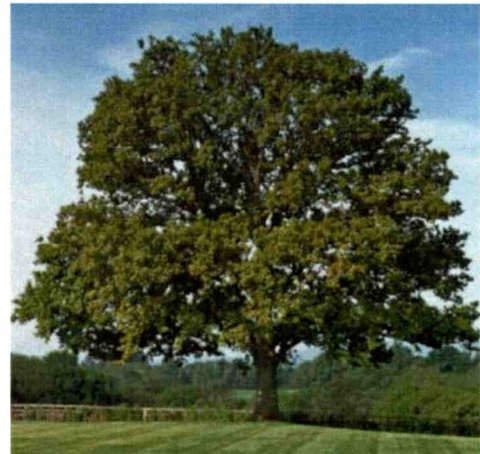
##### **Black Maple - *Acer nigrum***

**DESCRIPTION:** 60' tall x 40' wide. Dense, upright-oval to rounded crown. Dark green leaves changing to brilliant yellow or orange-red in the fall. **CULTURE:** Likes well-drained, moist soils. Does poorly in compacted soil with limited root space. Full sun to partial shade. Intolerant of salts. Native to Illinois. **LANDSCAPE USE:** Excellent shade tree. Used in parks, golf courses and as a street tree. (Black Maple is a midwestern version of Sugar Maple better adapted to our region.)



##### **Sawtooth Oak - *Quercus accutissima***

**DESCRIPTION:** 55' tall x 50' wide at maturity. Pyramidal in youth, becoming oval and rounded with age. Dark green leaves are oblong with bristle-like teeth and turn yellow to golden brown in fall. **CULTURE:** Medium to fast growth rate. Easy to transplant and adaptable to many soil types except alkaline. Acorns are popular with wildlife. **LANDSCAPE USE:** Good specimen tree for large lawns, parks, and parkway trees.





### **White Oak - *Quercus alba***

**DESCRIPTION:** 65' tall x 65' wide. Pyramidal when young, broad rounded at maturity. Dark green leaves turn brown to rich red to wine color in fall. **CULTURE:** Slow to medium growth. Prefers moist, well-drained acidic soils. Native to Illinois and is the state tree. **LANDSCAPE USE:** Large areas are best for this tree. It is used along streets and in parks.



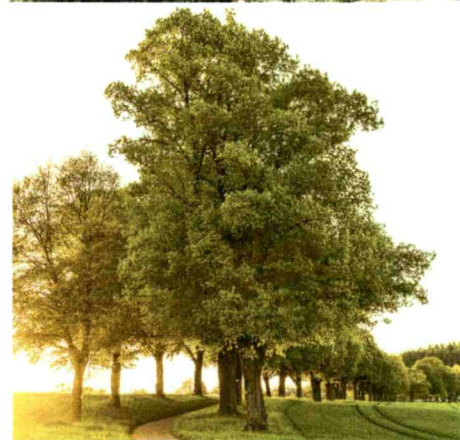
### **Swamp White Oak - *Quercus bicolor***

**DESCRIPTION:** 60' tall x 60' wide. Broad, open, round topped crown. Native to Illinois and adapted to alkaline soil and poorly-drained areas. One of the best oak trees for urban conditions. Yellow/brown fall color. **CULTURE:** Medium growth rate. Tolerates drought, salt and soil compaction better than other oaks. **LANDSCAPE USE:** Requires ample space. Useful for large park-like areas and to reestablish native stands of oaks. Also planted as street trees.



### **Bur Oak - *Quercus macrocarpa***

**DESCRIPTION:** 80' tall x 60' wide. A very large, broad and spreading native tree with a very stout, coarse and grand stature. Yellow/brown leaves in fall. **CULTURE:** A sturdy and durable tree with a long life that tolerates urban stresses well. Growth is slow at first and then medium. **LANDSCAPE USE:** Requires spacious grounds for room to grow. Used in parks, large estate grounds and as a street tree.



### **Chinkapin Oak - *Quercus muhlenbergii***

**DESCRIPTION:** 55' tall x 50' wide at maturity. Dark yellowish green leaves in the summer turning yellow to orange brown in the fall. Somewhat round habit when young becomes more open and rounded with age. **CULTURE:** Medium growth rate. Somewhat difficult to transplant and prefers rich bottomland soils but is also found on dry limestone outcroppings. Native to Illinois. **LANDSCAPE USE:** Beautiful tree in old age. Great tree for parks and parkway.



**Red Oak - *Quercus rubra***

**DESCRIPTION:** 60' tall x 60' wide at maturity. A stately native tree. Pink to reddish leaves unfold in the spring. Foliage is dark green in summer. Excellent red to brown color in fall. Bark is grey with streaks of silver. **CULTURE:** Fast growth rate. Transplants readily in spring. Tolerates urban conditions. Prefers well-drained acidic soils. **LANDSCAPE USE:** Sturdy tree used in lawns and parks.



**Red Maple - *Acer rubrum***

**DESCRIPTION:** 50' tall x 40' wide. Oval to round crown with smooth gray bark. Red flowers in very early spring. Bright green leaves develop beautiful fall colors ranging from yellow to orange to red. **CULTURE:** Best in full sun. Requires well-drained soil with ample moisture. Develops chlorosis if grown in highly alkaline soil. Native to Illinois. **LANDSCAPE USE:** Good tree for lawn, park or street. Many cultivars are available



**American Beech - *Fagus grandifolia***

**DESCRIPTION:** 50' tall x 40' wide. Usually has a short trunk and wide spreading crown. Dark green leaves turn golden bronze in fall. Smooth grey bark. **CULTURE:** Slow growth rate. Prefers moist, well-drained acidic soil. Will not tolerate wet or compact soil. Native to Illinois. **LANDSCAPE USE:** Best in large areas like parks or wide parkways.





## 5. Recommended Mid-Sized Trees (30' to 50')

### **Black Tupelo - *Nyssa sylvatica***

**DESCRIPTION:** 40' tall x 25' wide. Pyramidal when young, spreading to an irregular rounded crown. Dark green leaves change to vivid yellow, orange, scarlet and then purple colors in the fall. **CULTURE:** Slow growth. Prefers moist, well-drained acidic soil. Full sun to part shade in wind-sheltered locations. Native to Illinois. **LANDSCAPE USE:** One of the most consistent native trees for fall color. Excellent as a specimen and street tree.



### **Ironwood - *Ostrya virginiana***

**DESCRIPTION:** 35' tall x 25' wide. A very graceful, medium-sized tree that is pyramidal in youth. Dark green leaves turn yellow in fall. **CULTURE:** Slow growing. Transplant in spring. Prefers rich, moist, well-drained soil. Native to Illinois. **LANDSCAPE USE:** Useful in naturalized settings and as a small- to medium-size parkway tree for narrow spaces.



## 6. Recommended Small Trees (under 30')

### **Serviceberry - *Amelanchier species***

**DESCRIPTION:** 20' tall x 15' wide. A very ornamental and attractive small tree or multi-stemmed shrub. Has white flowers in spring and green foliage in summer which turns orange-red in fall. Also has small fruits which wildlife enjoy. **CULTURE:** Medium growth rate. Prefers rich soil and sheltered sites. Does well in shade. Native to Illinois. **LANDSCAPE USE:** Attractive for all seasons as a specimen tree, in mass plantings or in naturalized settings. Can be used under power lines.



**American Hornbeam - *Carpinus caroliniana***

**DESCRIPTION:** 25' tall x 25' wide. Rounded to broad spreading shape with smooth gray bark. Dark green leaves turn red-orange in fall. **CULTURE:** Slow growth rate. Best in moist soils, but tolerates both wet and dry sites. Prefers slightly acidic soils and is somewhat difficult to transplant. Native to Illinois as an understory tree in the forest, preferring dappled shade. **LANDSCAPE USE:** Best in naturalized settings and adaptable to many urban conditions. Can be used under utility lines in the parkway



**Redbud - *Cersis canadensis***

**DESCRIPTION:** 25' tall x 25' wide at maturity. Can be single stem tree or multistem shrub. A very attractive, native tree with small purple flowers which cover its branches in spring. Fall color is yellow. **CULTURE:** Medium growth rate. Transplant in spring. Adaptable to sunny or shady conditions. Some disease problems limit its longevity. **LANDSCAPE USE:** Excellent in naturalized settings and can be used under power lines.



**Dogwood - *Cornus species***

**DESCRIPTION:** 20' tall x 20' wide. Many species are available for this area. Dark green leaves turn a reddish purple. Green-yellow to yellow-white flowers. **CULTURE:** Slow to medium growth. Moist, well-drained soil. Sun to partial shade. Some species are native to Illinois. **LANDSCAPE USE:** Small ornamental specimen. Used in naturalized areas, borders and under utility lines.



**Common Witchhazel - *Hamamelis virginiana***

**DESCRIPTION:** 25' tall x 10' wide. Small tree with spreading rounded branching. Yellow fragrant flowers in late fall. Green leaves turn yellow in fall. **CULTURE:** Medium growth rate. Prefers moist soil. Somewhat tolerant of urban conditions. Full sun or shade. Avoid very dry sites. Native to Illinois. **LANDSCAPE USE:** For naturalized locations, borders and for under utility lines.





### **Ornamental Crab Apple - *Malus species***

**DESCRIPTION:** Hundreds of varieties exist. Some are under 10' tall, while others are over 35'. Each cultivar has been selected for attractive flowers, fruit, growth habit and disease resistance. Flower displays are beautiful and come in many different colors. Fruit is small. **CULTURES:** Certain varieties are less susceptible to apple scab, fire blight and rust diseases. Fairly fast growers and prefer full sun. **LANDSCAPE USE:** Planted as specimen trees and can be used for mass plantings in large areas. Appropriate for use under power lines.



### **Magnolia - *Magnolia species***

**DESCRIPTION:** Magnolias come in many shapes and sizes. (For this guide, we are referring to several of the smaller varieties such as 'Stellata' which are adapted for use under power lines.) Noted for their large attractive and fragrant flowers, which vary from white to dark purple. 'Stellata' grows to 15' tall x 15' wide. **CULTURE:** Slow to medium growth. Flower buds are sometimes damaged by late frost. Should be planted in sheltered locations. Prefers rich, well-drained and slightly acidic soil. **LANDSCAPE USE:** Common as an accent plant around buildings and gardens. Used under utility lines.



## 7. Trees to Avoid Planting

Alder (invasive)  
 Ash (widely overplanted in our community and Emerald Ash Borer)  
 European White Birch (borers)  
 Grey Birch (borers)  
 Paper Birch (borers)  
 Buckthorn (extremely aggressive)  
 Butternut (canker disease)  
 Black Cherry (borers, black knot disease)  
 Choke Cherry (black knot disease)  
 European Bird Cherry (borers, black knot disease)  
 Pin Cherry (borers)  
 Sweet Cherry (borers)  
 American Chestnut (chestnut blight disease) \*  
 American Elm (Dutch elm disease) \*  
 Red Elm (Dutch elm disease)  
 Rock Elm (Dutch elm disease)  
 Siberian Elm (brittle wood, elm leaf beetle)  
 Black Locust (borers)  
 Amur Maple (invasive)  
 Boxelder Maple (brittle wood, boxelder bugs)  
 Norway Maple (invasive)\*\*  
 American Mountain ash (borers, fire blight disease)  
 European Mountain ash (borers, fire blight disease)  
 White Mulberry (fruit)  
 Callery Pear (invasive)  
 Royal Paulownia (extremely aggressive)  
 Scotch Pine (pine wilt disease)  
 Cottonwood Poplar (brittle wood, cottony seed)  
 Lombardy Poplar (canker disease)  
 White Poplar (suckers)  
 Russian-olive (canker disease)  
 Tree of Heaven (brittle wood)

\* Both the American Chestnut and the American Elm should be re-evaluated in the future depending on successful experiments with species hybridization (which will theoretically reduce or remove the potential for disease)

\*\* Though we have multiple Norway Maples currently planted around Oregon, it is not recommended that more be planted, due to their status as an aggressive and invasive species.

## 8. Local Nurseries

Hidden Timber Gardens - Chana, IL (815) 751-4162 <https://www.hiddentimbergardens.com/>

Anne's Garden Center - Dixon, IL (815) 288-6060 <https://www.annesgc.com/>

Meridian Nursery - Rockford, IL (815) 965-1239 <https://meridiannursery.com/>

McCormick's Nursery & Garden Center – Sterling, IL (815) 626-4422  
<https://www.facebook.com/McCormicks-Nursery-Garden-Center-144002025666281/>

Wasco Nursery & Garden Center - St. Charles, IL (630) 584-4424  
<https://www.wasconursery.com/>

## 9. References

"Bronze Birch Borer." *Morton Arboretum*, <https://www.mortonarb.org/trees-plants/tree-and-plant-advice/help-pests/bronze-birch-borer>

Cresswell, Tom. "Black Knot Disease" *Purdue Landscape Report*, Purdue University, 28, April 2020. <https://www.purduelandscape-report.org/article/black-knot-disease/>

"Dutch Elm Disease." *Morton Arboretum*, <https://www.mortonarb.org/trees-plants/tree-and-plant-advice/help-diseases/dutch-elm-disease>

"Parkway Trees/Replacements." Village of North Aurora, 2019,  
<https://northaurora.org/departments/public-works/parkway-trees.aspx>

"Norway Maple (*Acer platanoides*)." *NPS.GOV*, 11 Nov, 2010.  
<https://www.invasive.org/alien/pubs/midatlantic/acpl.htm>

"PARKWAY TREE PLANTING STANDARDS CITY OF WHEATON, ILLINOIS." City of Wheaton, Illinois, 25, Feb. 2014,  
<https://www.wheaton.il.us/DocumentCenter/View/575/Parkway-Tree-Planting-Standards-PDF>

"Parkway Trees - Planting by Homeowners." City of Naperville, Feb. 2016,  
<https://www.naperville.il.us/residents/our-urban-forest/>

"Table 1: City of Aurora Approved Street Tree Species List." City of Aurora, Sept. 2017,  
<https://www.aurora-il.org/DocumentCenter/View/4488/City-Approved-Street-Tree-Species-List-PDF>

**To: The Honorable Mayor Ken Williams & Oregon City Council**

**From: Darin J. DeHaan, City Administrator**

**Re: Bi-monthly Report**

**Date: August 25<sup>th</sup>, 2020**

**I am pleased to provide Mayor Williams and the Oregon City Council with the following synopsis of City Business for August 10<sup>th</sup> – August 25<sup>th</sup>.**

**Municode** – Began the process of moving our Municode management virtually. Our entire code will be converted digitally into a new software management system. That system will allow us to edit codes directly. We can maintain a link to previous versions and any new ordinances can be digitally signed by the Mayor and attested by the City Clerk. I am excited to bring this new technology to Oregon. Currently we codify changes that the council makes every few months. This new system will keep the working city code up to date almost instantaneously. (Ongoing)

**Cyber-security training** – We have chosen a vendor and I am working to implement city-wide cyber security training. This will be a very user-friendly training program to make sure staff is aware of the most recently cyber security issues and we are diligently protecting our data and information systems. (Ongoing)

**Water/Sewer Service Line Insurance** – At the Mayor's request I am beginning to gather information on the possibility of providing or endorsing residential water/sewer line insurance. There seems to be several options to do this so I will bring this forward when I have completed the appropriate information gathering. (Ongoing)

**Coliseum** –

ADA Ramp - I have met with a construction company to provide the council with a rough estimate on the cost to build a wooden ADA ramp on the Southside of the coliseum. In the next few weeks, I hope to have some figures for the council to consider.

Improvements – A group of us have begun discussion on the required upgrades/fixes etc. at the Coliseum. We are working to prioritize these projects based on necessity, as well as cost analysis.

**City Hall** – With Commissioner Cozzi we are working to finalize a few ideas for the front of City Hall to enhance signage, information posting as well as covering the wooden "black hole" where the old bulletin board was removed. I hope to have a final decision on these enhancements and the Council and community should see the improvements soon.

**AOP** – Commissioner Schuster and I met with AOP about their request to upgrade electrical service on Jefferson Street. They will provide costs and recommendations for the council to consider. They need a month or so to gather information and then I will present their request for review.

**Communication Plan** – I have had several discussions on how to enhance the communication for our citizens. We are working to implement some of these suggestions over the next few months.

**Water Department** – Dave set up a great certificate presentation for Gracie Prose who painted 50+ fire hydrants as a volunteer community service project. (Mayor Williams, Comm Cozzi, Fire Chief Knoup, Dave Kent and I attended). \*Look for the story in the paper!

**Street Department –**

Met and worked out a protocol for use of the dump by the Park District. I will be creating and recommending and IGA to the Council for approval.

Researched MFT grant income and began to coordinate potential Street projects that the funds can be used for.

\*We found that we are receiving more funds than we originally thought.

**Police Department –**

Continued to discuss any necessary Covid-19 policies that we need.

Assisted in some IT issues. (Ongoing).

**ECDC –**

Met with Chris Manheim about a possible quick turnaround Placemaker grant that we may qualify for. \$250,000 cap. 15% matching funds.

Continued discussion on housing and broadband needs for Oregon.