



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
Special Meeting
115 N 3rd Street
Tuesday March 31, 2020 5:30 P.M.

Public Comment

Join Zoom Meeting

<https://zoom.us/j/723166864>

Meeting ID: 723 166 864

- Appoint Deputy Clerk- Cheryl Hilton
- Approve Ordinance establishing the position of City Administrator
- Approve Job description for city administrator
- Approve hiring City Administrator -
- Approve Contract for City Administrator
- Approve promoting Lt. Shawn Melville to Chief
- Approve contract for Shawn Melville
- Approve ordinance for the purchase of real estate for municipal purposes
- Resolution No. 2020-3 Authorized Agent for Illinois Municipal Retirement Fund (IMRF)
- Appoint Deputy Clerk as Authorized Agent for Nation Wide

Mayor and Commissioners reports

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 approved closed session minutes and as permitted by 5 ILCS 120/2 le\ 2 Collective negotiating matter. **Possible action after executive**

Mayor: Ken Williams
City Clerk: Charlene Ruthe
City Attorney: Paul Chadwick
Chief of Police: Darin DeHaan

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

**An Ordinance Providing For and Creating the Office of
City Administrator
Under the Commission Form of Government**

ORDINANCE 2020- 103

The position of City Administrator is hereby established and the City of Oregon Code amended per the below:

SECTION 2-123 City Administrator:

(a) Office Created -The office of City Administrator is hereby created subject to the provisions of this Ordinance.

(b) Qualifications of City Administrator-The City Administrator shall be chosen by the Mayor and City Council solely on the basis of executive and administrative qualifications with special reference to specific professional education for, actual experience in, and knowledge of accepted practice in respect to the administration of local government and to the duties of the office as specified below. The appointment shall be made without consideration of the candidates' race, sex, politics, or religious beliefs. The person appointed to this office need not be a resident of the city at the time of appointment. Neither the Mayor nor any member of the City Council shall receive such appointment during their terms of office or within two years after the expiration of that term.

(c) Appointment and Relationship to Elected Officials-The City administrator shall be appointed to an indefinite term of office by a majority vote of the City Council. The administrator shall, in all cases, be subject to the authority and direction of the Mayor and City Council.

(d) Compensation and Terms of Appointment-The rate of compensation of the City Administrator shall be set by the City Council and may be adjusted from time to time as the Council deems appropriate. Subject to the terms and conditions of state law and this ordinance, the City Council and the Administrator shall enter into an employment agreement which specifies in writing the level of compensation of the Administrator, fringe benefits including levels of support for the Administrator's continuing professional education, other appropriate agreements describing the working relationship between the Administrator and elected officials, and Council's performance expectations for the Administrator. This agreement should be reviewed and revised by mutual agreement of the parties at periodic intervals of no more than one year's duration.

(e) Removal of the Administrator from Office-The City Administrator shall be subject at all times to removal from office by a majority vote of 3/5ths of the total membership of the City Council .

(f) Powers and Duties-The City Administrator shall be responsible to the Mayor and City Council for the proper administration of all affairs of the City. In discharging this responsibility, the City Administrator shall:

(1) Direct, supervise, and coordinate the administration of all departments, offices, and agencies of the City, except as otherwise provided by law;

(2) Appoint and, when necessary for the good of the service, suspend or remove all city employees and appointive administrative officers except when otherwise provided for by law. All appointments and removals shall be based solely upon merit and on the qualifications or disqualifications of the individuals involved, without regard to race, sex, religious convictions, or political belief or affiliation. The City Administrator may authorize any administrative officer, subject to the Administrator's direction and supervision, to exercise these powers with respect to subordinates in that officer's department, office or agency;

(3) Attend all City Council meetings. The City Administrator shall have the right to take part in all discussions, but shall not vote;

(4) Provide for the enforcement of all laws and ordinances within the City;

(5) With the concurrence of the Finance Commissioner the City Administrator will assist in the preparation of the annual budget and assist in its presentation to the City Council. The City Administrator shall be responsible for the administration of said budget or capital program;

(6) Submit to the City Council and make available to the public a complete report on the finances and

administrative activities of the City as of the end of each fiscal year;

(7) Make such other reports as the City Council may require concerning the operations of city departments, offices, and agencies;

(8) Keep the City Council fully advised as to the present financial condition and future needs of the City;

(9) Advise the City Council on pending decisions of public policy and recommend to the Council (Board) the adoption of such measures as the Administrator may deem necessary or expedient for the health, safety, or welfare of the community or for the improvement of administrative services;

(10) Be responsible for procurement of commodities and services for all City departments, offices, and agencies, and promulgate purchasing rules which shall be followed by employees in the procurement of goods and services;

(11) Propose to the City Council such personnel rules and regulations as the Administrator deems necessary to manage the personnel policies of the City;

(12) Be responsible for the conduct of all collective bargaining processes of the City and recommend to the City Council collective bargaining agreements for consideration and possible final approval by the Council (Board). The City Administrator shall be responsible for administering all employee organization contracts reached through the collective bargaining process;

(13) Provide staff support services for the Mayor and members of the City Council ;

(14) Perform such other duties as may be specified by law or City ordinance or as may from time to time be requested by the City Council .

(g) Bond-The City Administrator shall furnish a surety bond in the amount of \$10,000 to be approved by the City Council . The bond shall be conditioned on the faithful performance of the duties of the office. The premium for the bond shall be paid by the City.

(h) Acting Administrator-If, because of a temporary absence, disability, or illness, the City Administrator is unable to carry out the functions of this office, the Mayor and City Council may appoint a member of the City's senior administrative staff to serve as acting administrator and carry out the duties of the Administrator during the Administrator's absence.

(i) Matters Directed to Administrator's Attention-No citizen or elected officer of the City shall dictate the appointment of any person to, or their removal from, office by the City Administrator or by any of the Administrator's subordinates. Except for the purpose of inquiry, elected City officers shall deal with the administrative service through the City Administrator. Elected City officers shall not give orders to any subordinates of the City Administrator, either publicly or privately.

(j) Authority of Other Officers-Nothing in this Ordinance shall be deemed to diminish or detract from the statutory powers and authority of the City's elected officials - Commissioners.

(k) Repealed -All ordinances, resolutions, and parts of such ordinances and resolutions in conflict with this Ordinance are hereby repealed.

APPROVED THIS _____ day of _____, 20__.

MAYOR

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS CITY ADMINISTRATOR EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into as of March 31st, 2020 (the "Effective Date"), by and between the City of Oregon, an Illinois municipal corporation (the "City"), and Darin J. DeHaan, (the "Employee") an individual who has the education, training, and experience in local government management and who both of whom agree as follows:

In consideration of the mutual covenants and conditions set forth below, and pursuant to the City's powers, the City and the Employee agree as follows:

Section 1. Recitals

A. The City operates under the commission form of municipal government pursuant to Article 5 of the Illinois Municipal Code, 65 ILCS 5-5-1-1 et seq.

B. The Mayor and City Council of the City (collectively, the "City Council") desire to employ the Employee as City Administrator, and the Employee desires to be employed as City Administrator, pursuant to and in accordance with 2-123 of the Oregon City Code, as amended 3-31-2020.

C. The Employee and the City have agreed that it is appropriate to document the terms and conditions of the Employee's employment by the City.

Section 2. Employment as City Administrator

D. Employment. The City hereby agrees to employ the Employee as the City Administrator beginning on the Commencement Date, as defined in Section 3 of this Agreement, and the Employee accepts such employment and agrees to perform the duties and functions set forth in this Agreement and provided in the City Code, including without limitation those duties provided in 2-123 of the Oregon City Code, as amended 3-31-2020, and to perform such other legally permissible and proper duties and functions as the City Council may assign from time to time.

A. Employment is At-Will. Subject to the notice requirement in Section 12 of this Agreement, the Employee is employed at the will of the City Council, and nothing in this Agreement shall create any property right in him or any other right to the continuation of his employment with the City. No act of the City Council, any City Council member, any City employee, or any legal representative or other agent of the City shall create any such property right or any such other right unless specifically ratified in writing by the City Council.

B. ILCMA Code of Ethics. The Employee shall at all times uphold the tenets of the ILCMA Code of Ethics, a copy of which is attached hereto as Exhibit A, as amended from time to time. In connection therewith, the Employee shall not endorse candidates for the City Council, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding the office of City Council member, nor seek or

accept any personal enrichment or profit derived from confidential information or misuse of public time. The City shall support the Employee in keeping these commitments by refraining from any order, direction or request that would require the Employee to violate the ILCMA Code of Ethics. In connection therewith, neither the City Council, nor any individual member thereof, shall request the Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activity for individuals seeking or holding elected office, nor to handle any personnel matter on a basis other than fairness, impartiality and merit.

Section 3. Term.

The Employee's term of employment ("Term") shall be commence on the date of execution of this Agreement ("Commencement Date") and continue indefinitely thereafter until the employment is terminated pursuant to the provisions of Section 12 of this Agreement.

Section 4. Sole Employment as City Administrator

The Employee must work diligently, utilizing his best efforts in the performance of his duties. He must devote his full time, attention, and energies to the performance of the duties and function as specified by relevant City ordinances and the provisions of this Agreement. He may not engage in any activity, consulting service or enterprise, for compensation or otherwise, which is actually or potentially in conflict with or inimical to, or which interferes with, his required duties and functions without the prior written consent of the City Council. The Employee acknowledges that his obligations under this Agreement may include City-related activities on weekends and during evening hours. Notwithstanding the foregoing, the Employee may engage in activities outside of his employment with the City, such as teaching, consulting or volunteer service, provided such activities are not in conflict with or inimical to, and do not interfere with, his required duties and functions. The Employee shall be required to use vacation time or personal days when engaging in activities outside of his employment for which he is compensated and shall notify the City Council in writing and in advance of any such activities.

Section 5. Compensation; Benefits

A. Base Salary. The City will pay the Employee an annual base salary in the amount of One Hundred Two Thousand Dollars (\$102,000.00), payable in installments in accordance with the City's normal payroll practices. Commencing with the second (2nd) year of this Agreement, and for each year thereafter, the annual base salary shall be increased by two percent (2.5%) over the prior year's annual base salary.

B. Employee Benefit Programs. The Employee is entitled to participate in the employee benefit plans and programs provided by the City to other City department heads in accordance with applicable City personnel rules and policies, including group health and dental insurance coverage, group disability insurance coverage and life insurance benefit programs, as those benefits may be changed by the City Council from time to time, and subject to the rules and policies applicable to those plans and programs. No provision of this Agreement is intended to limit, and no provision shall be construed or applied to limit, the right or ability of the City Council to change or eliminate any employee benefit plan or program, so long as any changes to such benefit plans or programs apply to both the Employee and the City department heads.

C. Vacation Days. The Employee may earn up to a maximum of two hundred forty (240) hours of vacation time during each twelve (12) month period of employment in accordance with applicable City personnel rules and policies. The Employee may accumulate a maximum of two hundred eighty (280) hours of vacation time in the Employee's vacation bank. The Employee may take vacation time prior to being earned with advance approval of the Mayor; provided, that the Employee shall reimburse the City for any taken but unearned vacation time, if any, upon termination of this Agreement.

D. Sick Days. Each year during this Agreement, the Employee is entitled to ten (10) sick days in accordance with applicable City personnel rules and policies. Employee may accrue unlimited sick leave hours. Upon retirement, sick leave hours earned but not used, will be credited toward pension accumulation in accordance with IMRF guidelines. Up to two hundred and forty (240) sick leave days (nineteen hundred twenty (1920) hours) may be accrued and utilized in this manner. If employee retire with twenty (20) or more years of continuous service, he will be paid for accumulated but unused sick leave upon retirement.

E. Personal Days. Each year during this Agreement, the Employee is entitled to three (3) personal days in accordance with applicable City personnel rules and policies.

F. Holidays and Holiday Pay. Each year during this Agreement, the Employee is entitled to paid holidays in accordance with applicable City personnel rules and policies.

G. Taxes. All payments made, or benefits provided, to the Employee pursuant to this Section 5 are subject to the usual and appropriate payroll, personnel, and benefits policies of the City as well as the requirements of any applicable federal, state, or local laws, including appropriate tax withholdings. Nothing in this Agreement may be deemed or interpreted as requiring the City to pay, directly or by way of reimbursement to the Employee, any federal or state income tax liability that the Employee may incur as a result of this Agreement or any of the transactions, benefits, or payments contemplated in this Agreement. The Employee shall comply with all applicable Internal Revenue Service and Illinois Department of Revenue requirements and regulations concerning the transactions, benefits, or payments contemplated in this Agreement.

H. Retirement Plan. The Employee shall participate in the Illinois Municipal Retirement Fund ("IMRF") retirement program and each party shall make all contributions in accordance with applicable law.

Section 6. Supervision and Evaluations

The Employee shall be directly under the supervision of and report to the City Council. The Employee shall also be evaluated by the City Council. The first review shall occur approximately six months after the Employee assumes the duties of City Administrator. Thereafter, the Employee's performance shall be reviewed every twelve (12) months. The Employee will request and schedule such reviews, as appropriate pursuant to City agenda procedures or as otherwise directed by the City Council. Nothing in this Section is intended to limit additional

interim evaluations or review or to limit the normal communications process between the City Council and the Employee. The annual performance reviews and evaluations shall be reasonably related to the Employee's written job description and shall be based, in whole or in part, on expectations, goals and objectives for the Employee's performance that are developed and approved by the City Council.

Section 7. General Business Expenses: Electronic Equipment

A. Professional Associations. The City agrees to pay for professional dues of the Employee in the International City/County Management Association (ICMA), the Illinois City/County Management Association (ILCMA), and such other professional dues as the City Council may deem reasonably necessary for participation in national, regional, State, and local professional associations and organizations desirable for the advancement of the best interests of the City.

B. Professional and Official Travel. The City agrees to pay for travel expenses (excluding mileage) reasonably incurred by the Employee for professional and official travel, meetings, conferences, and occasions in pursuit of official functions or the best interests of the City, including annual attendance by the Employee at two ILCMA or other in- state conferences, the ICMA Annual Conference, and, with the prior approval of the City Council, one additional out-of-state conference. Attendance at additional conferences shall be at the discretion of the City Council. The Employee shall timely submit all receipts and other supporting documentation requested by the City in accordance with City practices and procedures.

C. General Expenses. The City will reimburse the Employee for reasonable miscellaneous expenses properly incurred in the course of performing the duties of his position. The Employee shall timely submit all receipts and other supporting documentation requested by the City in accordance with City practices and procedures.

D. Cellular Telephone Allowance. The City shall **provide to the Employee a City-owned cell phone that may be utilized by the Employee for both City business and personal use. The City shall provide a cell phone replacement periodically as needed, but no longer than every 2 ½ years.**

Section 8. Automobile

The City agrees to provide a suitable vehicle to the Employee. Employee agrees this vehicle is for business use only and not personal use. Business use includes any city function, meeting or trip outside the city limits as required by the position or the City.

Section 9. Residence

The Employee agrees he will at all times during the term of this Agreement maintain his principal residence within the geographic boundary of Community Unit School District #220 (also known as the Oregon Public Schools).

Section 10. Confidentiality

The Employee acknowledges that the Employee has had and will have access to confidential information ("Confidential Information") of, about, and belonging to, the City. Confidential Information does not include public documents or information that would otherwise constitute Confidential Information but that has become public. The Employee covenants and warrants that, both during and after the Employee's term of employment, the Employee will not directly or indirectly use, divulge, furnish, or make accessible Confidential Information to any person, firm, or corporation other than persons, firms, or corporations employed and/or retained by the City in a fiduciary capacity without the prior express written authorization of the City Council, but instead the Employee will keep all Confidential Information strictly and absolutely confidential except as otherwise provided in this Agreement or as required by the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq.

Section 11. Property of the City

All business plans, financial data, reports, memoranda, correspondence, and all other documents pertaining to the current or prospective business of the City are and will at all times remain the property of the City.

Section 12. Termination

The City Council may terminate this Agreement and Employee's employment by majority vote at any time and for any reason whatsoever, including, but not limited to, reasons for good cause. For purposes of this Agreement, the term "good cause" shall mean, with regard to the Employee, any of the following:

- A. Failure to fulfill the Employee's duties as required in this Agreement.

B. Incompetence or inefficiency in the performance of the Employee's duties as documented by evaluations, supplemental memoranda, or other written communication from the City Council; provided, however, the terms and conditions of this Subsection B. shall not justify good cause unless the City Council has provided the Employee a reasonable opportunity to remediate any incompetency or inefficiency:

C. Insubordination or failure to comply with lawful written City Council directives:

D. Excessive drunkenness or use of alcoholic beverages that interferes with the Employee's performance of his duties:

E. Illegal use of drugs, hallucinogens, or other substances regulated by the Illinois Controlled Substances Act or the Cannabis Control Act;

F. Making of a false statement by the Employee in connection with his application for employment with the City:

G. Conviction of a misdemeanor or felony arising out of the Employee's duties under this Agreement and involving a willful or intentional violation of law:

H. Disability, not otherwise protected by law, that impairs performance of the required duties of the Employee;

I. Knowingly falsifying records or documents related to the City's activities:

J. Conscious misrepresentation of material facts to the City Council or other City officials in the conduct of the City's business:

K. Any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by the Employee under this Agreement or under the ordinances of the City and/or the laws of the United States or the State of Illinois:

L. Any misconduct of the Employee involving an act of moral turpitude or criminal illegality (excepting minor traffic violations), whether or not related to the Employee's official duties hereunder:

M. Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by the Employee of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or department thereof, or the Employee in his official capacity; and

N. Any other action or inaction by the Employee that materially and substantially impedes or disrupts the performance of the City or its organizational departments or is detrimental to employee safety or public safety.

Section 13. Severance

If the City terminates the employment of the Employee for any reason other than good cause, or the position of City Administrator is eliminated in the future, the Employee shall be entitled to severance pay as set forth below ("Severance Pay Benefits"). The Employee shall also be entitled to compensation for all earned sick leave, vacation, and other accrued benefits to date (collectively, "Accrued Benefits"), calculated based on the Employee's annual base salary at the time of termination. These Accrued Benefits shall terminate at the time of the Employee's termination. Any payment of Severance Pay Benefits or of Accrued Benefits hereunder is expressly conditioned upon the Employee's execution of a release of any and all claims the Employee may have against the City, its employees and the City Council.

Severance Pay Benefits shall include the following:

A. Severance pay in an amount equal to three (3) months of the Employee's annual base salary as of the date of termination, which shall be paid on a bi-monthly basis in continuation of the Employee's then-existing rate of pay.

B. The Employee acknowledges that he will minimize the payments due to him under Subsection A. above by making reasonable efforts to obtain other employment as soon as reasonably practical following the date of termination. Solely with respect to the last three (3) months of severance pay under Subsection A. above, if the Employee obtains other employment or receives compensation for services performed elsewhere (e.g., as a consultant), then each of the City's bi-monthly payments to the Employee shall be reduced by the Employee's total compensation from all such sources during the same pay period (excluding employee reimbursements and standard employee benefits under broad-based plans). If the Employee does obtain other employment or compensation, he shall immediately provide written notice to the City describing the position and his total compensation. During the last three (3) months of severance pay under Subsection A. above, the City shall have the right from time to time to reasonably request evidence of the efforts the Employee has made to obtain other employment and the amount of compensation paid to or vested in favor of the Employee in the new position and the Employee shall provide such evidence. Such other compensation shall be set off from the amounts due pursuant to Subsection A. above for the same period that it is earned by the Employee whether it is paid on an ongoing basis, as a sign-on bonus or otherwise in advance or on a deferred basis. If for any bi-monthly payment made pursuant to Subsection A. above the other compensation to the Employee for the same period exceeds such payment, such excess shall be carried forward and set off against the City's future bi-monthly payments. The Employee shall promptly refund to the City any amounts that he receives that should have been set off under the provisions of this Subsection B.

C. The City shall make all contributions to IMRF required by law in connection with the severance payment described in Subsection A. above.

D. For a period of three (3) months following the date of termination, the City shall continue to provide group health insurance coverage for the Employee and his dependents, subject to the rules and policies applicable to the group health plan; provided, that such coverage

shall terminate upon the Employee obtaining new employment offering health insurance coverage for the Employee and his dependents. Nothing in this Subsection C. shall be deemed a waiver of the Employee's rights under applicable COBRA regulations, as may be amended from time to time.

E. In lieu of the above reference severance package the City agrees that the Employee would have the option to return to employment with the Oregon Police Department and would obtain the rank of Deputy Chief of Police if the current position of Chief is not available. Employee shall receive 50% of the pay difference between City Administrator and Chief of Police at that time. Said payments will coincide with regular pay period. Overtime will be eligible at a max of \$5,000 per year.

Section 14. Resignation

In the event that the Employee desires to voluntarily resign the position of City Administrator, he must provide the City with not less than thirty (30) days advance written notice, unless the Employee and the City Council agree otherwise in writing. The Employee shall not be entitled to any Severance Pay Benefits if he voluntarily resigns his employment. However, the Employee shall still be entitled to all Accrued Benefits as of the date of such voluntary resignation.

Section 15. Indemnification

The City will defend, save harmless, and indemnify the Employee to the extent, and in the manner required by Title 1, Chapter 22, Section 1-22-1 of the City Code.

Section 16. Bonding

The City will pay the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17. Notices

Notice pursuant to this Agreement must be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

If to the City: Mayor
City of Oregon
115 North 3rd Street
Oregon, Illinois 61061

If to the Employee: Darin J. DeHaan
2573 Rogene Drive
Oregon, IL 610610

Alternatively, notice required pursuant to this Agreement may be served personally. Notice will be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 18. General Provisions

A. Entire Agreement. This Agreement constitutes the sole and entire agreement between the City and the Employee relating to the employment of the Employee by the City. This Agreement supersedes all prior or contemporaneous agreements, understandings, and representations, oral and written, with respect to the employment of the Employee by the City. The foregoing notwithstanding, the Employee agrees that, except as expressly provided in this Agreement, his employment is subject to the City's generally applicable policies and practices pertaining to employment matters.

B. Amendments. The parties may amend any provision of this Agreement in writing signed by both parties. Any such amendments will be deemed to be a part of this Agreement.

C. Binding Effect. This Agreement is binding on the City and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.

D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, then the remaining provisions will be deemed to remain in full force and effect.

E. No Waiver. Any failure in the exercise of either party to enforce any provision of this Agreement shall not prejudice the party's right to demand strict performance or enforcement of any future performance required under this Agreement.

F. COBRA. Nothing in this agreement shall be deemed a waiver of the Employee's rights under applicable COBRA regulations, as may be amended from time to time.

G. Assignment. This Agreement with respect to the Employee is personal in nature and the Employee will not assign this Agreement or any of the Employee's rights or obligations under this Agreement without the written consent of the City.

H. Governing Law Venue. The execution, validity, construction, interpretation, performance, and enforcement of this Agreement is governed by the internal laws, but not the conflict of laws rules, of the State of Illinois. Nothing in this Agreement is intended to abrogate the Employee's rights and obligations under Illinois law. The venue for any lawsuit commenced by either party with regard to the terms of this Agreement shall be commenced in the Circuit Court of the Fifteenth Judicial Circuit, Ogle County, Illinois.

I. Acknowledgements. The parties mutually acknowledge that they have entered into this Agreement voluntarily and have had an opportunity to have this Agreement reviewed by legal counsel of their choosing.

(THE SIGNATURES OF THE PARTIES APPEAR ON THE NEXT PAGE).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year first written above.

CITY OF OREGON:

EMPLOYEE:

By: _____
Mayor

Darin J. DeHaan

Attest:

City Clerk

Exhibit A

ILCMACode of Ethics

(see attached)

Employment Agreement

This agreement is made and entered into this 03/31/2020 between the **City of Oregon**, hereinafter called CITY, and **Shawn M. Melville**, hereinafter called EMPLOYEE, pursuant to these terms and conditions:

- (a) WHEREAS, the CITY wishes to employ the services of **Shawn M. Melville** as Police Chief of the City of Oregon; and
- (b) WHEREAS, the CITY and EMPLOYEE desire to provide for certain procedures, benefits and requirements regarding the employment of Employee by the City; and
- (c) WHEREAS, EMPLOYEE wishes to accept employment as Police Chief of said City under the terms and conditions recited herein.

NOW, THEREFORE, CITY and EMPLOYEE agree to the following:

A. TERM OF APPOINTMENT

I. Term: (a) Employee shall be retained as Police Chief of the City of Oregon for a period, not to exceed the current City Mayor's term of office ending April 30th, 2023.

(b) Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the City Mayor or someone acting in the capacity of Mayor, to terminate the services of Employee at any time, subject only to the provisions set forth in Sections E-II & E-III of this agreement.

(c) Nothing in this agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the City, subject only to the provision set forth in Section E-IV of this agreement.

(d) The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on employee's time off.

B. DUTIES AND RESPONSIBILITIES

I. Duties and Responsibilities: The duties and responsibilities of the Police Chief shall be in accordance with Illinois Compiled Statutes, all ordinances and resolutions of the City of Oregon and such policies as shall be adopted from time to time by the City Council. The Chief shall have full and complete authority to carry out his duties. The duties and

responsibilities of the Chief shall include but not necessarily be limited to, the following list:

(a) Be the chief administrative officer of the Police Department and be responsible to the City Administrator and City Mayor for proper administration of the Police Department.

(b) Attend all meetings of the City Council at which his attendance may be required by the governing body.

(c) Recommend for appointment or removal to the City Administrator officers and employees of the Police Department.

(d) Recommend for adoption to the City Administrator such measures, as he may deem necessary or expedient.

(e) See that all laws, ordinances, and policies of the City of Oregon and State of Illinois are faithfully executed.

(f) Prepare and submit to the City Administrator such reports as may be required or as he may deem it advisable to submit.

(g) Keep the City Administrator fully advised of the financial conditions of the Department and its future needs.

(h) Prepare and submit a preliminary or proposed budget; to work with the City Administrator in its analysis and review; and, to be responsible for its administration upon adoption.

(i) Keep public and elected officials informed through periodic reports to City Administrator on City operations.

C. HOURS OF WORK AND AVAILABILITY

I. Hours of Work: The minimum workweek of the Employee shall be forty (40) hours. It is recognized that the Employee must devote a great deal of time outside the normal office hours to business of the City, and to that end, Employee will be allowed to take reasonable compensatory time off during said normal office hours. Employee will also qualify and be eligible for overtime compensation at 1 ½ times Employee's most current hourly rate of pay, up to a yearly maximum of \$5000.00. Employee will be allowed to convert overtime hours to compensatory time at the employee's discretion with oversight by the City Administrator or Mayor.

II. Available 24 hours:

Employee is considered to be on duty twenty-four (24) hours per day for callouts, off hour meetings, inspections, and

emergencies under his responsibilities as Police Chief. The vehicle assigned to Employee shall be equipped with adequate emergency equipment to perform such duties. On-duty time shall begin daily when he enters his City vehicle for City purposes and will end when the vehicle is parked in its standby location at the end of the workday. Employee agrees to maintain a cell phone to facilitate such twenty-four (24) hour on-call duties.

The City shall provide employee compensation of \$70.00 per month for use in obtaining or continuing cellular service to allow for 24-hour communication.

D. SALARY AND BENEFITS

I. Salary: (a) The Police Chief's initial salary shall be \$85,000 beginning 3/25/2020. This salary shall be increased 2.5% each August 1st thereafter for the life of the contract as shown below. The Employee shall have all other benefits provided to employees covered by the Fraternal Order of Police contract.

3/25/2020	8/1/2020	8/1/2021	8/1/2022
\$85,000	\$87,125	\$89,303	\$91,535

II. Health and Welfare: The City agrees to provide the Employee and dependants with, and pay for, insurance policies for life, accident, health, medical, etc. on the same basis and in the same amounts as the City provides said health and welfare benefits to other department heads and their dependants.

III. Vacation and Sick Leave:

(a) Employee shall be provided with 240 hours of vacation. Vacation time will be renewed January 1st each year. Employee shall be provided with personal time, sick leave, and bereavement leave, according to the currently adopted ordinance governing such time, and any future amended ordinances.

(b) Upon termination, whether voluntary or involuntary, City shall compensate Employee for all accrued vacation leave and unused sick leave per city policy for all employees. Said compensation shall be based upon Employee's salary as of the date of employment termination.

IV. Retirement: The City will continue to contribute to the IMRF Pension System. Employee likewise will continue to pay his share of any required employee contribution. Employee shall be liable for state and federal withholding taxes on said

employee's share, having deductions taken in equal amounts at each pay period.

V. Automobile: Employee's duties require that he shall have the exclusive unrestricted use at all times during his employment with The City, of an automobile provided to him by the City. The City shall be responsible for paying for liability, property damage, and comprehensive insurance and for the purchase, operation, maintenance, repair, and regular replacement of said automobile.

Employee shall have personal use of the vehicle within the City of Oregon. Employee shall have use of the vehicle for any continuing education travel, as well as use to attend any meeting as it relates to non-profit or other groups that the employee volunteers his time to that have a positive impact on the citizen of Oregon. This section is subject to drug and alcohol use provisions established by the City Council.

VI. General Expenses: The City recognizes that certain expenses of a non personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses, and the City Clerk is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits with oversight by the City Administrator. The employee may use uniform allowance to purchase and maintain business attire clothing as appropriate.

VII. Residency: Employee shall reside within ten miles of the Oregon City limits.

VIII. Business Expenses: The City shall pay for or shall reimburse Employee for all employment-related expenses, including, but not limited to, meals, civic club membership, professional association memberships, and subscriptions.

IX. Conferences, Training, and Education:

- (a) Employee shall be reimbursed for all membership dues and the cost of attending national, state, and local association conferences.
- (b) The City shall budget and pay for the cost of registration, travel, and per diem costs relating to training programs which serve to continue the professional educational development of Employee.

X. Indemnification: The City shall defend, save, hold harmless and indemnify Employee, if legally obligated, against any tort, professional liability claims or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Police Chief. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgments rendered thereon.

Exception:

Indemnification for Employee will be null and void if the tort, professional liability claims, or demand or other legal action is a result of a willful or wanton act of misconduct by the Employee.

XI. Bonding: The City shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

E. SUSPENSION, TERMINATION, RESIGNATION, SEVERANCE

I. Suspension: The City may suspend the Employee with full pay and benefits at any time during the term of this agreement, but only if:

(1) After an executive session hearing, a majority of the Council vote to suspend Employee for just cause; provided, however, that Employee shall have been given written notice setting forth any charges at least ten days prior to such hearing by the City Council member bringing such charges and the employee will be allowed to present evidence on his behalf at said meeting.

II. Termination: Under Chapter 65 ILCS, section 5/10-2.1-4 nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City or the Employee to terminate the employment relationship created hereunder at any time. The City may remove or discharge Employee by filing an intent to discharge or remove with the Oregon City Council. The reasons for such removal or discharge must be listed and removal or discharge shall not become effective unless confirmed by a majority vote of the Oregon City Council. Under Chapter 65 ILCS, section 5/10-2.1-4 employee is recognized as a commissioned member of the Oregon Police Department with the former rank of Lieutenant. Should the City choose to terminate Employee's appointment as Chief of Police prior to the end of said term, or should Employee voluntarily resign the appointment, or should the term of this Agreement not be renewed

or extended, the City agrees to the following:

(a) Return employee to the rank of Lieutenant at a rate of pay employee would be entitled to, had he been continuously employed at that rank. This shall include his eligibility for overtime as established by the FOP contract at the time of his return.

III. Severance Pay: In the event Employee is terminated or agrees to resign at the suggestion of the City before expiration of the aforesaid term of employment, and during such time that Employee is willing and able to perform his duties under this agreement, but the City is unwilling to retain the Employee in a reduced rank, then the City agrees to pay Employee a lump sum cash payment equal to 6 months aggregate salary; provided, however in the event Employee is terminated because of his conviction of any illegal act that disqualifies employee from acting as a police officer, Employer shall have no obligation to pay the aggregate severance sum designated in this paragraph. In the event Employee voluntarily resigns the appointment, the City agrees to pay Employee a lump sum cash payment equal to 3 months of aggregate salary. In the event Employee retires he will not be eligible for the benefits stated in this section of the contract.

IV. Resignation:

If Employee voluntarily resigns his position with the City before expiration of said term of employment, then Employee shall give the City at least forty-five (45) days' notice in advance.

V. Disability: If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four successive weeks beyond any accrued sick leave, The City shall have the option to terminate this agreement, subject to the severance pay requirements of Section E-III. However, Employee shall be compensated for any accrued vacation, holidays, and other accrued benefits. Employee retains all rights to pension and other benefits for duty-related disability.

F. PERFORMANCE EVALUATION

I. Performance evaluation:

(a) The City Administrator shall evaluate the performance of the Employee at least once annually in advance of the adoption of the annual operating budget. Said review and

evaluation shall be in accordance with criteria developed jointly by the City Administrator and Employee.

(c) Annually, the City Administrator in conjunction with the City Mayor shall define goals and performance objectives, which he determines necessary for the proper operation of the City, and in the attainment of the council's policy objectives, and shall further establish a relative priority among those various objectives.

G. OTHER TERMS AND CONDITIONS

I. Other Terms and Conditions of Employment:

(a) The City Mayor, in consultation with the City Administrator and employee, shall fix any such other terms and conditions of employment, as he may determine from time to time relating to the performance of the Employee, provided such terms and conditions are approved by a majority vote, not inconsistent with or in conflict with the provisions of this agreement, the City Code, Illinois Compiled Statutes, or any other law.

(b) All provisions of the City Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holiday and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of The City, in addition to said benefits enumerated specifically for the benefit of Employee except as herein provided.

H. NOTICES

I. Notices: Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Employer: Ken Williams, City Mayor
City of Oregon
115 North 3rd Street
Oregon, IL 61061

(2) Employee: Shawn M. Melville
115 North 3rd Street
Oregon, IL 61061

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.

II. General Provisions:

(a) The text herein shall constitute the entire agreement between the parties.

(d) If any provision, or any portion thereof, contained in this Agreement is held unlawful, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The parties agree to immediately renegotiate any part or provision in this agreement rendered or declared invalid.

(e) Each party agrees that any dispute between the parties relating to this Agreement will first be submitted in writing to the other party and both parties shall promptly meet and confer in an effort to resolve such dispute through good faith consultation and negotiation. Each party agrees to discharge the conditions set forth in this agreement in good faith.

IN WITNESS WHEREOF, The City Council of the City of Oregon has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement the day and year above written.

EMPLOYER:

EMPLOYEE:

Honorable Ken Williams, Mayor

Shawn M. Melville

APPROVED AS TO FORM:

Paul Chadwick, City Attorney

ATTEST:

Charlene Ruthe
City Clerk

ORDINANCE NO. 2020-104

AN ORDINANCE AUTHORIZING THE CITY OF OREGON
TO PURCHASE REAL ESTATE PURSUANT TO 65 ILCS 5/11-76.1-1

WHEREAS, the City of Oregon, County of Ogle, State of Illinois (the "City") has the authority pursuant to 65 ILCS 5/11-76.1-1 to purchase real estate for public purposes; and

WHEREAS, the City has deemed it necessary and in the best interests of the City to purchase the following parcels of real estate for public purposes:

Parcel 1:

Part of the North 1/2 of the South West Fractional 1/4 of Section 3, in Township 23 North, Range 10, East of the 4th P.M. described as follows: Beginning at a point on the Easterly line of Second Street in the City of Oregon and on the North line of Out Lot C of Hill's Addition to the Town, now City of Oregon, as recorded in Book A of Miscellaneous Records page 26; thence South 89 degrees 53' 27" East along said North line of Out Lot C 123.75 feet; thence North, parallel with said Easterly line of Second Street, 9.50 feet; thence South 89 degrees 53' 27" East, parallel with said North line, 8.25 feet to the point of beginning of the following described tract of Land; thence North 9 assumed bearing), parallel with said Easterly line of Second Street, 339.07 feet to a point on the South line of Block 40 of the Original Town of Florence (now City of Oregon) as recorded in Book F of Plats Page 21; thence South 89 degrees 42' 51" East along said South line of Block 40 and its Easterly extension 174.38 feet to a point on the Westerly line of the Burlington Northern Railroad right-of-way; thence Southeasterly along said Westerly line curving to the left, said curve having a chord bearing of South 14 degrees 32' 32" East, and a chord distance of 349.91 feet, to a point on a line 9.50 feet North of and parallel to said North line of Out Lot C; and thence North 89 degrees 53' 27" West along said parallel line 262.24 feet, to the point of beginning, situated in the City of Oregon, Ogle County, Illinois. EXCEPTING THEREFROM that part conveyed by document 574928 described as follows: Commencing at a point on the Easterly line of Second Street, in the City of Oregon, Illinois, and on the North line of Out Lot C of Hill's Addition to the Town (now City) of Oregon, Illinois, as recorded in the Recorder's Office of Ogle County, Illinois, in Book "A" of Miscellaneous Records on Page 26; thence South 89 degrees 53' 27" East, along said North line of Out Lot C, a distance of 123.75 feet; thence North, parallel with said Easterly line of Second Street, 9.50 feet; thence South 89 degrees 53' 27" East, parallel with North line, 8.25 feet, to the point of beginning of the following described tract of Land; thence North 9 assumed bearing), parallel with said Easterly line of Second Street, 20.00 feet; thence South 89 degrees 53' 27" East, parallel with North line of Out Lot C 57.40 feet; thence Southerly parallel with said Easterly line of Second Street, 20.00 feet, to a point on a line, 9.50 feet North of and parallel to said North line of Out Lot C; thence North 89 degrees 53' 27" West, along said parallel line, a distance of 57.40 feet, to the point of beginning, situated in said City of Oregon, Township of Oregon, the County of Ogle and the State of Illinois; having a PIN of 16-03-327-016;

Parcel 2:

Part of the North 1/2 of the South West Fractional 1/4 of Section 3, in Township 23 North, Range 10 East of the 4th P.M. described as follows: Beginning at a point on the North line of Out Lot C of Hill's Addition to the Town, now City of Oregon, Illinois, as recorded in Book A of Miscellaneous Records Page 26, said point being South 89 degrees 53' 27" East, a distance of 441.29 feet, as measured along said North line of Out Lot C from the Easterly line of Second Street in said City of Oregon, said point also being on the Easterly line of the Burlington Northern Railroad right of way; thence Northwesterly along said Easterly line of the Burlington Northern Railroad right of way, curving to the right, said curve having a chord bearing North 16 degrees 05' 36" West and a chord distance of 316.22 feet; thence South 89 degrees 41' 24" East 297.4 feet, more or less, to a point on the top of the Westerly Bank of Rock River, thence Southerly along said Bank of Rock River to a point on said North line of Out Lot C, thence North 89 degrees 53' 27" West along said North line of Out Lot C 234.63 feet, more or less, to the point of beginning, situated in the City of Oregon, in Ogle County, Illinois; having a PIN of 16-03-328-004;

Parcel 3:

Easement for the benefit of Parcel 2 as created by Easement from John H. Trampel, a widower and not since remarried, to Rhoda C. Reed, Joseph C. Reed, Jr., Robbin C. Reed and Katherine C. Reed dated March 20, 1978 and recorded May 18, 1978 as document 468539 for passageway over the Land described therein.

Parcel 4:

Part of Out Lot C in Hill's First Addition to the Town, now City of Oregon and part of the Northeast Quarter of the Southwest Quarter of Section 3, Township 23 North, Range 10 East of the Fourth Principal Meridian, described as follows: Beginning at a point in the South line of said Out Lot, 388.55 feet East of the East line of Second Street in said City; thence Northerly 64 feet; thence East, parallel with the North line of Adams Street in said City, 48.71 feet to the East right-of-way line of the railroad switch track as now laid out over and across said Out Lot; thence Southeasterly along said East right-of-way line to the said North line of Adams Street; thence Westerly along said North line, 75.70 feet to the point of beginning, situated in the City of Oregon, Ogle County, Illinois; having a PIN of 16-03-327-013;

Said parcels commonly known as the old Dayton Superior property and referred to collectively herein as the "Real Estate", and

WHEREAS, the City has sufficient funds on hand to pay the \$175,000.00 purchase price, as well as the \$20,000 platform fee and other pertinent closing costs to complete the purchase of the Real Estate and that said expenditure of funds will not unduly burden the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF OREGON, OGLE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Incorporation of Preambles. The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Determination to Purchase Real Estate. It is necessary and in the best interests of the City of Oregon to purchase the Real Estate for the sum of \$175,000.00, plus the Platform Fee of \$20,000 and any and all necessary closing costs (collectively, the "Purchase Price") and to pay the Purchase Price thereof from funds presently on deposit in the General Fund, and Commission Schuster, as Commissioner of Budget and Finance, is hereby authorized by the City Council to sign a contract and any addenda consistent with said terms, and any documents already signed by Commissioner Schuster toward the purchase of the Real Estate consistent with said terms are hereby ratified.

Section 3. Publication. This Ordinance, together with a notice in the statutory form, shall be published in the Dixon Telegraph, the same being a newspaper of general circulation in the City, and if no petition, signed by 229 electors, the same being equal to 10% of the number of registered voters in the City, asking that the purchase of the Real Estate by the City be submitted to referendum, is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and said notice, then the City shall proceed to purchase the Real Estate

Section 4. Additional Ordinances. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the City may adopt additional ordinances or proceedings supplementing or amending this Ordinance, so long as the purchase price of the Real Estate set forth in this Ordinance is not exceeded and there is no material change in the transaction described herein.

APPROVED AND ADOPTED by the City Council of the City of Oregon this ____ day of _____, 2020 pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED this _____ day of _____, 2020.

Ken Williams, Mayor

ATTEST:

Charlene Ruthe, City Clerk

PUBLIC NOTICE

NOTICE OF INTENT TO PURCHASE REAL ESTATE AND RIGHT TO FILE PETITION

Notice is hereby given that pursuant to Ordinance No. ~~2020-104~~ (the "Ordinance") adopted by the City Council (the "Council") of the City of Oregon, Ogle County, Illinois (the "City"), on the 31st day of March, 2020, the City intends to purchase, for the sum of \$175,000.00, plus a Platform Fee of \$20,000.00 and other necessary closing costs, the following described parcels of real estate for public purposes: Parcel 1: Part of the North 1/2 of the South West Fractional 1/4 of Section 3, in Township 23 North, Range 10, East of the 4th P.M. described as follows: Beginning at a point on the Easterly line of Second Street in the City of Oregon and on the North line of Out Lot C of Hill's Addition to the Town, now City of Oregon, as recorded in Book A of Miscellaneous Records page 26; thence South 89 degrees 53' 27" East along said North line of Out Lot C 123.75 feet; thence North, parallel with said Easterly line of Second Street, 9.50 feet; thence South 89 degrees 53' 27" East, parallel with said North line, 8.25 feet to the point of beginning of the following described tract of Land; thence North 9 assumed bearing), parallel with said Easterly line of Second Street, 339.07 feet to a point on the South line of Block 40 of the Original Town of Florence (now City of Oregon) as recorded in Book F of Plats Page 21; thence South 89 degrees 42' 51" East along said South line of Block 40 and its Easterly extension 174.38 feet to a point on the Westerly line of the Burlington Northern Railroad right-of-way; thence Southeasterly along said Westerly line curving to the left, said curve having a chord bearing of South 14 degrees 32' 32" East, and a chord distance of 349.91 feet, to a point on a line 9.50 feet North of and parallel to said North line of Out Lot C; and thence North 89 degrees 53' 27" West along said parallel line 262.24 feet, to the point of beginning, situated in the City of Oregon, Ogle County, Illinois. EXCEPTING THEREFROM that part conveyed by document 574928 described as follows: Commencing at a point on the Easterly line of Second Street, in the City of Oregon, Illinois, and on the North line of Out Lot C of Hill's Addition to the Town (now City) of Oregon, Illinois, as recorded in the Recorder's Office of Ogle County, Illinois, in Book "A" of Miscellaneous Records on Page 26; thence South 89 degrees 53' 27" East, along said North line of Out Lot C, a distance of 123.75 feet; thence North, parallel with said Easterly line of Second Street, 9.50 feet; thence South 89 degrees 53' 27" East, parallel with North line, 8.25 feet, to the point of beginning of the following described tract of Land; thence North 9 assumed bearing), parallel with said Easterly line of Second Street, 20.00 feet; thence South 89 degrees 53' 27" East, parallel with North line of Out Lot C 57.40 feet; thence Southerly parallel with said Easterly line of Second Street, 20.00 feet, to a point on a line, 9.50 feet North of and parallel to said North line of Out Lot C; thence North 89 degrees 53' 27" West, along said parallel line, a distance of 57.40 feet, to the point of beginning, situated in said City of Oregon, Township of Oregon, the County of Ogle and the State of Illinois; having a PIN of 16-03-327-016; Parcel 2: Part of the North 1/2 of the South West Fractional 1/4 of Section 3, in Township 23 North, Range 10 East of the 4th P.M. described as follows: Beginning at a point on the North line of Out Lot C of Hill's Addition to the Town, now City of Oregon, Illinois, as recorded in Book A of Miscellaneous Records Page 26, said point being South 89 degrees 53' 27" East, a distance of 441.29 feet, as measured along said North line of Out Lot C from the Easterly line of Second Street in said City of Oregon, said point also being on the Easterly line of the Burlington Northern Railroad right of way; thence Northwesterly along said Easterly line of the Burlington Northern Railroad right of way, curving to the right, said curve having a chord bearing North 16 degrees 05' 36" West and a chord distance of 316.22 feet; thence South 89 degrees 41' 24" East

297.4 feet, more or less, to a point on the top of the Westerly Bank of Rock River, thence Southerly along said Bank of Rock River to a point on said North line of Out Lot C, thence North 89 degrees 53' 27" West along said North line of Out Lot C 234.63 feet, more or less, to the point of beginning, situated in the City of Oregon, in Ogle County, Illinois; having a PIN of 16-03-328-004; Parcel 3: Easement for the benefit of Parcel 2 as created by Easement from John H. Trampel, a widower and not since remarried, to Rhoda C. Reed, Joseph C. Reed, Jr., Robbin C. Reed and Katherine C. Reed dated March 20, 1978 and recorded May 18, 1978 as document 468539 for passageway over the Land described therein. Parcel 4: Part of Out Lot C in Hill's First Addition to the Town, now City of Oregon and part of the Northeast Quarter of the Southwest Quarter of Section 3, Township 23 North, Range 10 East of the Fourth Principal Meridian, described as follows: Beginning at a point in the South line of said Out Lot, 388.55 feet East of the East line of Second Street in said City; thence Northerly 64 feet; thence East, parallel with the North line of Adams Street in said City, 48.71 feet to the East right-of-way line of the railroad switch track as now laid out over and across said Out Lot; thence Southeasterly along said East right-of-way line to the said North line of Adams Street; thence Westerly along said North line, 75.70 feet to the point of beginning, situated in the City of Oregon, Ogle County, Illinois; having a PIN of 16-03-327-013; Said parcels commonly known as the old Dayton Superior property and referred to collectively herein as the "Real Estate", and A complete copy of the Ordinance follows this Notice.

Notice is hereby further given that a petition signed by 229 or more electors of the City, said number of electors being equal to 10% of the number of registered voters in the City, may be submitted to the City Clerk (the "Clerk") within thirty (30) days after the date of the second publication of this Notice and the Ordinance asking that the question of the purchase of the Real Estate be submitted to referendum. If such petition is filed with the Clerk within thirty (30) days after the date of the second publication of this Notice, an election on the proposition to purchase the Real Estate shall be held on the 3rd day of November, 2020. If no such petition is filed within said thirty (30) day period, then the City shall be authorized to purchase the Real Estate for public purposes as hereinabove provided.

Dated this ___ day of _____, 2020.

Charlene Ruthe
Clerk, City of Oregon,
Ogle County, Illinois

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY OF OREGON
TO PURCHASE REAL ESTATE PURSUANT TO 65 ILCS 5/11-76.1-1

WHEREAS, the City of Oregon, County of Ogle, State of Illinois (the "City") has the authority pursuant to 65 ILCS 5/11-76.1-1 to purchase real estate for public purposes; and WHEREAS, the City has deemed it necessary and in the best interests of the City to purchase the following parcels of real estate for public purposes: Parcel 1: Part of the North 1/2 of the South West Fractional 1/4 of Section 3, in Township 23 North, Range 10, East of the 4th P.M. described as follows: Beginning at a point on the Easterly line of Second Street in the City of Oregon and on the North line of Out Lot C of Hill's Addition to the Town, now City of Oregon, as recorded in Book A of Miscellaneous Records page 26; thence South 89 degrees 53' 27" East along said North line of Out Lot C 123.75 feet; thence North, parallel with said Easterly line of Second

Street, 9.50 feet; thence South 89 degrees 53' 27" East, parallel with said North line, 8.25 feet to the point of beginning of the following described tract of Land; thence North 9 assumed bearing), parallel with said Easterly line of Second Street, 339.07 feet to a point on the South line of Block 40 of the Original Town of Florence (now City of Oregon) as recorded in Book F of Plats Page 21; thence South 89 degrees 42' 51" East along said South line of Block 40 and its Easterly extension 174.38 feet to a point on the Westerly line of the Burlington Northern Railroad right-of-way; thence Southeasterly along said Westerly line curving to the left, said curve having a chord bearing of South 14 degrees 32' 32" East, and a chord distance of 349.91 feet, to a point on a line 9.50 feet North of and parallel to said North line of Out Lot C; and thence North 89 degrees 53' 27" West along said parallel line 262.24 feet, to the point of beginning, situated in the City of Oregon, Ogle County, Illinois. EXCEPTING THEREFROM that part conveyed by document 574928 described as follows: Commencing at a point on the Easterly line of Second Street, in the City of Oregon, Illinois, and on the North line of Out Lot C of Hill's Addition to the Town (now City) of Oregon, Illinois, as recorded in the Recorder's Office of Ogle County, Illinois, in Book "A" of Miscellaneous Records on Page 26; thence South 89 degrees 53' 27" East, along said North line of Out Lot C, a distance of 123.75 feet; thence North, parallel with said Easterly line of Second Street, 9.50 feet; thence South 89 degrees 53' 27" East, parallel with North line, 8.25 feet, to the point of beginning of the following described tract of Land; thence North 9 assumed bearing), parallel with said Easterly line of Second Street, 20.00 feet; thence South 89 degrees 53' 27" East, parallel with North line of Out Lot C 57.40 feet; thence Southerly parallel with said Easterly line of Second Street, 20.00 feet, to a point on a line, 9.50 feet North of and parallel to said North line of Out Lot C; thence North 89 degrees 53' 27" West, along said parallel line, a distance of 57.40 feet, to the point of beginning, situated in said City of Oregon, Township of Oregon, the County of Ogle and the State of Illinois; having a PIN of 16-03-327-016; Parcel 2: Part of the North 1/2 of the South West Fractional 1/4 of Section 3, in Township 23 North, Range 10 East of the 4th P.M. described as follows: Beginning at a point on the North line of Out Lot C of Hill's Addition to the Town, now City of Oregon, Illinois, as recorded in Book A of Miscellaneous Records Page 26, said point being South 89 degrees 53' 27" East, a distance of 441.29 feet, as measured along said North line of Out Lot C from the Easterly line of Second Street in said City of Oregon, said point also being on the Easterly line of the Burlington Northern Railroad right of way; thence Northwesterly along said Easterly line of the Burlington Northern Railroad right of way, curving to the right, said curve having a chord bearing North 16 degrees 05' 36" West and a chord distance of 316.22 feet; thence South 89 degrees 41' 24" East 297.4 feet, more or less, to a point on the top of the Westerly Bank of Rock River, thence Southerly along said Bank of Rock River to a point on said North line of Out Loc C, thence North 89 degrees 53' 27" West along said North line of Out Lot C 234.63 feet, more or less, to the point of beginning, situated in the City of Oregon, in Ogle County, Illinois; having a PIN of 16-03-328-004; Parcel 3: Easement for the benefit of Parcel 2 as created by Easement from John H. Trampel, a widower and not since remarried, to Rhoda C. Reed, Joseph C. Reed, Jr., Robbin C. Reed and Katherine C. Reed dated March 20, 1978 and recorded May 18, 1978 as document 468539 for passageway over the Land described therein. Parcel 4: Part of Out Lot C in Hill's First Addition to the Town, now City of Oregon and part of the Northeast Quarter of the Southwest Quarter of Section 3, Township 23 North, Range 10 East of the Fourth Principal Meridian, described as follows: Beginning at a point in the South line of said Out Lot, 388.55 feet East of the East line of Second Street in said City; thence Northerly 64 feet; thence East,

parallel with the North line of Adams Street in said City, 48.71 feet to the East right-of-way line of the railroad switch track as now laid out over and across said Out Lot; thence Southeasterly along said East right-of-way line to the said North line of Adams Street; thence Westerly along said North line, 75.70 feet to the point of beginning, situated in the City of Oregon, Ogle County, Illinois; having a PIN of 16-03-327-013; Said parcels commonly known as the old Dayton Superior property and referred to collectively herein as the "Real Estate", and WHEREAS, the City has sufficient funds on hand to pay the \$175,000.00 purchase price, as well as the \$20,000 platform fee and other pertinent closing costs to complete the purchase of the Real Estate and that said expenditure of funds will not unduly burden the City. NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF OREGON, OGLE COUNTY, ILLINOIS, AS FOLLOWS: **Section 1. Incorporation of Preambles.** The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference. **Section 2. Determination to Purchase Real Estate.** It is necessary and in the best interests of the City of Oregon to purchase the Real Estate for the sum of \$175,000.00, plus the Platform Fee of \$20,000 and any and all necessary closing costs (collectively, the "Purchase Price") and to pay the Purchase Price thereof from funds presently on deposit in the General Fund, and Commission Schuster, as Commissioner of Budget and Finance, is hereby authorized by the City Council to sign a contract and any addenda consistent with said terms, and any documents already signed by Commissioner Schuster toward the purchase of the Real Estate consistent with said terms are hereby ratified. **Section 3. Publication.** This Ordinance, together with a notice in the statutory form, shall be published in the Dixon Telegraph, the same being a newspaper of general circulation in the City, and if no petition, signed by 229 electors, the same being equal to 10% of the number of registered voters in the City, asking that the purchase of the Real Estate by the City be submitted to referendum, is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and said notice, then the City shall proceed to purchase the Real Estate. **Section 4. Additional Ordinances.** If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the City may adopt additional ordinances or proceedings supplementing or amending this Ordinance, so long as the purchase price of the Real Estate set forth in this Ordinance is not exceeded and there is no material change in the transaction described herein.

APPROVED AND ADOPTED by the City Council of the City of Oregon this ___ day of _____, 2020 pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED this _____ day of _____, 2020.

Ken Williams, Mayor

ATTEST: Charlene Ruthe, City Clerk

H R COSTS BEFORE REALIGNMENT

NAME	TITLE	YRS WORKED	BASE PAY	\$ OVERTIME	\$ TOTAL	\$ RETIREMENT	\$ INSURANCE	SOCIAL SECURITY	DEP COVERAGE	TOTAL COMP	DAYS VAC
POLICE DEPT											
DEHAAN	Police Chief	23	\$86,312	\$11,134	\$97,446	\$8,770	\$10,941	\$0	2	\$117,157	30
MELVILLE	Detective/Lt.	21	\$74,394	\$5,530	\$79,924	\$7,193	\$11,075	\$0	2	\$98,192	25
PD TOTAL			\$160,706	\$16,664	\$177,370	\$15,963	\$22,016	\$0		\$215,349	
CITY HALL STAFF											
RUTHE	Clerk/Trea/Ec Dev	26	\$75,102	\$0	\$76,229	\$6,861	\$7,217	\$4,649	0	\$94,955	25
HILTON	Utility Clerk	2	\$30,325	\$0	\$30,179	\$2,716	\$6,578	\$1,814	1	\$41,287	10
CITY HALL TOTAL			\$105,426	\$0	\$106,408	\$9,577	\$13,795	\$6,463		\$136,242	
ALL TOTAL			\$266,132	\$16,664	\$283,778	\$25,540	\$35,811	\$6,463		\$351,591	

HR COSTS AFTER REALIGNMENT

RUTHE	Clerk/Trea/Ec Dev	26	\$0	\$0	\$0	\$0	\$0	\$0	0	\$0	0
HILTON	Utility Clerk to Dep Clerk	2	\$36,078	\$0	\$36,078	\$3,247	\$6,578	\$1,814	1	\$47,717	10
NEW POLICE	Patrolman	0	\$44,379	\$2,207	\$46,586	\$4,193	\$3,221	\$0	0	\$54,000	0
MELVILLE	Lt. to Chief	21	\$85,000	\$5,000	\$90,000	\$8,100	\$11,075	\$0	2	\$109,175	25
P T CLERK	PT Clerk		\$8,000	\$0	\$8,000	\$0	\$0	\$350		\$8,350	0
DEHAAN	Police Chief to Admin	23	\$102,000	\$0	\$102,000	\$9,180	\$10,941	\$5,000	2	\$127,121	30
NEW ALIGNMENT			\$275,457	\$7,207	\$282,664	\$24,720	\$31,815	\$7,164		\$346,363	

TOTAL HR - \$5,229

Resolution No. 2020-3

**APPROVING AND AUTHORIZING THE DEPUTY CLERK TO BE
AN AUTHORIZING AGENT FOR IMRF**

WHEREAS, the City of Oregon authorizes the Deputy Clerk to be the Authorized Agent for IMRF on behalf of the City of Oregon effective April 1, 2020.

PASSED AND APPROVED BY THE CITY COUNCIL of the City of Oregon, Illinois at the regular meeting on March 24, 2020

Ayes ___ Nays ___ Absent: ___.

Ken Williams, Mayor

Attest:

Charlene Ruthe, City Clerk