



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 September 26th, 2023, 5:30 P.M. 115 N 3rd Street

Public Option: Join Meeting via Zoom

Meeting ID: 810 2711 6043 Passcode: 447512 One tap mobile +13126266799

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.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PRESENTATIONS

- a. Proclamation Honoring 125th Anniversary of E.D. Etnyre and Company**

5. PUBLIC COMMENT

6. APPROVAL OF MINUTES

7. APPROVAL OF WARRANTS AND PAYROLL

8. BUSINESS ITEMS

- a. Approve Short-Term Rental for Kimber's Edge Properties for the property located at 207 S. 1st Street parcel #16-03-183-005**
- b. Approve Ordinance 2023-016 Authorizing the Execution of a TIF Redevelopment Agreement by and between the City of Oregon and Matthew Pendergrass and Hunt Club Oregon LLC**

9. PROCLAMATIONS, COMMENDATIONS, ETC

10. DISCUSSION ITEMS

- a. Allowing Overnight Parking of Restricted Vehicles**

11. COMMITTEE REPORTS

- a. PLANNING**
- b. ECONOMIC AND COMMUNITY DEVELOPMENT**
- c. FINANCE**

d. **SUSTAINABILITY**

Region One Planning Agreement has been executed for the sustainability plan

e. **TREE BOARD**

Tree City USA application is in process and due by December

f. **PUBLIC ART COMMISSION**

Members have been appointed.

City Manager Darin DeHaan is working on a meeting date to approve the submitted mural grants

g. **OTHER**

12. DEPARTMENT AND OFFICER REPORTS

a. **POLICE**

b. **PUBLIC WORKS**

c. **CITY CLERK**

d. **CITY ATTORNEY**

e. **CITY MANAGER**

13. COUNCIL REPORTS

a. **MEMBER WILSON**

b. **MEMBER SCHUSTER**

c. **MEMBER COZZI**

d. **MEMBER KRUG**

e. **MAYOR WILLIAMS**

14. EXECUTIVE SESSION

15. ADJOURNMENT

PROCLAMATION

A PROCLAMATION OF THE CITY OF OREGON HONORING THE 125TH ANNIVERSARY OF E.D. ETNYRE AND COMPANY

WHEREAS, E.D. Etnyre and Company was established as a business in 1898 and will be celebrating its 125th anniversary in 2023 in Oregon, IL; and

WHEREAS, E.D. Etnyre and Company is a family-owned business that employs over four hundred individuals; and

WHEREAS, E.D. Etnyre and Company is a lead manufacturer of chip spreaders, asphalt transport tanks, bituminous distributors, lowboy trailers, and fuel and water tanks; and

WHEREAS, E.D. Etnyre and Company shareholders started the Etnyre Foundation in 2018 and has awarded over three hundred thousand dollars (\$300,000) in grant money to organizations; and

WHEREAS, the City of Oregon recognizes the valuable contributions to the community by E.D. Etnyre and Company; and

WHEREAS, the City of Oregon recognizes E.D. Etnyre and Company as an integral part of the community; and

WHEREAS, the City of Oregon wishes to congratulate E.D. Etnyre and Company on their 125th Anniversary; and

NOW, THEREFORE, I, Ken Williams, Mayor of the City of Oregon do proclaim, that the City of Oregon officially recognizes E.D. Etnyre and Company on their 125th Anniversary of being an American owned, family company and recognizing their positive impact on the community of Oregon.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Great Seal of the City of Oregon, to be affixed this 26th day of September 2023.

Ken Williams, Mayor

ATTEST:

Clerk

COUNCIL MEETING MINUTES
Tuesday September 12th, 2023, 5:30 P.M.
City Hall Council Chambers
115 N 3rd Street

The Council of the City of Oregon met Tuesday September 12th, 2023, at 5:30 P.M.

The meeting was held at the City Hall Council Chambers and on Zoom.

Present: Mayor Ken Williams
Council Member Melanie Cozzi
Council Member Tim Krug
Council Member Terry Schuster
Council Member Kurt Wilson
City Manager Darin DeHaan
Sergeant Tad Dominski
City Attorney Paul Chadwick
City Clerk Cheryl Hilton

Also Present: John Ebens, Mark Herman, and Roger Howe.

Present via Zoom: Lynn Baylor-Zies, Corey Buck, and Earleen Hinton.

Mayor Ken Williams called the meeting to order at 5:30pm.

Sergeant Tad Dominski started the pledge of allegiance.

Council Members Cozzi, Krug, Schuster, Wilson, and Williams answered roll call.

Absent: None.

Presentations

None

Public Comment

City Manager Darin DeHaan read a public comment submitted by Mr. Wiesner who stated he was not in favor of the expansion of pour licenses and gaming machines.

Approval of Minutes

Council Member Tim Krug moved to approve the August 22nd, 2023, minutes, Seconded by Council Member Kurt Wilson.

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

Approval of Warrants & Payroll

Council Member Terry Schuster moved to approve payroll in the amount of \$57,344.08 and the current warrants as listed:

Ace Hardware & Outdoor Center	\$239.95
AEP Energy	\$3,080.82
Altorfer Caterpillar	\$40,730.00
Blue Cross Blue Shield	\$16,903.01
BNSF Railway Company	\$3,713.15
Bonnell Industries	\$183.66
Brown Equipment Company	\$3,954.49

Butitta Bros. Automotive - Oregon	\$1,894.36
City of Oregon	\$2,246.01
Comcast	\$996.49
ComEd	\$76.35
Conserv FS Inc	\$438.95
Constellation	\$1,554.74
Dahme Mechanical Industries	\$19,395.00
Dan Flanagan	\$3,002.00
Ehmen	\$623.44
Envision Healthcare	\$211.00
Euclid Managers	\$1,679.71
FCS LLC	\$2,000.00
Ferguson Enterprises LLC # 3325	\$409.28
Fidelity Security Life Insurance	\$164.20
Fischer's	\$162.59
Fritz Asphalt Service	\$1,250.00
Frontier	\$189.83
Getz Fire Equipment	\$462.65
GovHR USA LLC	\$5,250.00
Hagemann Horticulture LLC	\$4,600.00
Hawkins Inc	\$1,711.88
Hoo Haven	\$196.80
James Taylor	\$320.00
Jon Wright	\$5,500.00
Keith Nyquist	\$200.00
Linda Pieczynski	\$86.00
Liz Hiemstra	\$312.50
Mark Ambrose	\$200.00
Mark Nehrkorn	\$4,423.89
Martin and Company	\$91.65
NAPA	\$220.74
O'Brien Civil Works Inc	\$64,464.61
Ogle County Brewery	\$10,000.00
Oregon Chamber of Commerce	\$560.00
Pace Analytical Services	\$615.00
Polo Cooperative Association	\$56.40
Polo Cooperative Association	\$5,018.25
Postmaster	\$27.75
Quill	\$88.17
Rock Valley Concrete Cutting LLC	\$845.00
Rogers Ready Mix	\$1,120.50
Scott Wallace	\$196.99
Shaw Media/Sauk Valley Media	\$51.85
Snyders Pharmacy	\$623.12
Something Bleu Bridal Boutique LLC	\$750.00
Steeple Jack	\$1,395.00
Steve Benesh & Sons	\$1,800.00
Taylorbuilt Farms, Inc	\$4,400.00
The Police and Sheriffs Press	\$17.60

Timothy Brechon	\$14.00
Uniform Den	\$76.50
Visa	\$576.87
Visa	\$3,738.43
White Pine Mercantile, LLC	\$395.00
Zoro Tools Inc	\$90.00
	\$225,596.18

Seconded by Council Member Kurt Wilson.

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

Business Items

Council Member Terry Schuster moved to approve a Façade Grant for A.M. Floral – Abby Martin. Seconded by Council Member Melanie Cozzi.

Discussion: Council Member Terry Schuster stated the façade of the building has been deteriorating over the last couple of years. The façade grant amount would be five thousand dollars contingent on proof of payment.

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

Council Member Kurt Wilson moved to approve Resolution 2023-5 Candlelight Walk Carriage Rides, Seconded by Council Member Tim Krug.

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

Council Member Tim Krug moved to approve Engineers Final Pay Estimate #3 to Martin & Company Excavating Inc. for Jefferson and Madison Streets in the amount of \$17,931.42, Seconded by Council Member Melanie Cozzi.

Discussion: City Manager Darin DeHaan said this amount was held back from payment due to the work on the terraces.

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

Council Member Terry Schuster moved to approve the FY24 Budget. Seconded by Council Member Kurt Wilson.

Discussion: Mayor Ken Williams thanked all departments for the work that goes into this. A scheduled budget report will be given in mid-October. Council Member Terry Schuster said the budget has been in draft form since the beginning of the fiscal year.

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

Council Member Melanie Cozzi moved to approve the FY23 Financial Audit, Seconded by Council Member Kurt Wilson.

Discussion: Mayor Ken Williams explained portions of the Audit to the City Council. City Manager Darin DeHaan stated the budget and audit can be found on the city's website.

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

Mayor Ken Williams moved to approve Art Commission Members. Seconded by Council Member Kurt Wilson.

Discussion: City Manager Darin DeHaan stated members include Micheal Glenn, Julie Kennelly, Joy Meyer, Cheryl Bunton, Terry Schuster, and Darin DeHaan. He believes the group represents a broad range of people with backgrounds in art education and art application.

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

Mayor Ken Williams moved to approve Planning/Zoning Commission Members, Seconded by Council Member Kurt Wilson.

Discussion: Mayor Ken Williams stated Council Member Kurt Wilson will no longer be on the commission. An alternate member will be needed for the commission.

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

Council Member Melanie Cozzi moved to approve the use of ARPA Funds for up to \$25,000.00 to be used for the creation of a Sustainability Plan for the City, Seconded by Council Member Tim Krug.

Discussion: City Manager Darin DeHaan stated the Sustainability Committee was created a couple of years ago. They have discussed creating a guiding light for future growth and development.

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

Council Member Tim Krug moved to approve an ARPA Grant of up to \$25,000.00 in matching funds for the Oregon Depot Museum Zephyr Railcar Electric Panel. Seconded by Council Member Kurt Wilson.

Discussion: Mayor Ken Williams stated the estimated cost to repair the electrical panel is around \$50,000.00. The funds would be used to re-wire the entire rail car.

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

Proclamations, Commendations, etc.

None

Discussion Items

Pour License and Gaming Machine Expansion: City Manager Darin DeHaan said he has received several requests for gaming machines. He asked for City Council recommendation. Mayor Ken Williams said his approach has always been allowing what

the state allows and for assisting small bars and taverns, he was not for stand-alone gaming parlors. There have been numerous requests for gaming parlors within the city as well as allowing gaming in gas stations and other places. He said each community has the authority to control the number of gaming machines and locations. He also stated he would like to add requirements to the city code. Such as an establishment be required to show at least sixty percent of income comes from a source other than gaming. He said he is not interested in putting gaming machines in locations other than taverns and bars. City Manager Darin DeHaan stated for a location to have video gaming machines a liquor pour license is required. Council Member Tim Krug stated a store or gas station could potentially start a mini bar at their location. Mayor Ken Williams said yes. Revenue created from the gaming machines is split between the state, the city, the gaming machine vendor, and the establishment. These amounts are public information. Council Member Melanie Cozzi asked what the intentions are for the hardware store asking for gaming machines. City Manager Darin DeHaan stated they are looking to strengthen the bottom line of the business. Council Member Kurt Wilson said he does not see the necessity of gaming machines in that type of location. Council Member Melanie Cozzi agreed. City Manager Darin DeHaan said he was asked by the gaming machine vendor and has not been approached by the owner of the hardware store. Mayor Ken Williams said do residents of the community want to walk into these locations and see the gaming machines. If someone would like to make a formal request, they can. The request would be reviewed by the City Council and public comment could be made. Council Member Terry Schuster said the locations he has visited with gaming machines are more of a social or entertainment type establishment. He does not see them in a gas station or a grocery store.

Committee Reports

Planning: None

Economic and Community Development: Mayor Ken Williams said the Ogle County Economic Development Coalition has been formally established and City Manager Darin DeHaan was elected as the Vice President. City Manager Darin DeHaan said this allows for all communities within the county to work together and create a central clearinghouse for projects.

Mayor Ken Williams stated the Enterprise Zone has allocated three thousand more acres to be distributed. The bank currently has approximately five to six hundred acres available.

Finance: None

Sustainability: None

Tree Board: City Manager Darin DeHaan hopes the city will receive Tree USA designation this year.

Department Reports

Sergeant Tad Dominski: Trick or Treat hours will be from 5pm to 8pm on Tuesday October 31st.

City Manager DeHaan: He has been working with ComEd regarding the EV Station and Blink. North 3rd Street should be blacktopped this week. there was a one-day delay due to

rain. He also received a thank you letter from the Rock River Center regarding the City distributing \$7,500 in ARPA funds towards their parking lot repairs.

Council Reports

Council Member Wilson: Stated he has joined the Sustainability Committee.

Council Member Melanie Cozzi: There are three River's Edge Farmers Markets left this season.

Mayor Ken Williams: Volunteers are meeting tomorrow to put together furniture at the Sarah Phelps Plaza.

Executive Session

Mayor Ken Williams said the City Council will be going into Executive Session to discuss issues with lawsuits and property.

Council Member Melanie Cozzi moved to approve entering Executive Session at 6:23pm, Seconded by Council Member Tim Krug.

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

Council Member Melanie Cozzi moved to adjourn the meeting, Seconded by Council Member Tim Krug.

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

Adjourn: 6:41 P.M.

Ken Williams, Mayor

Attest: _____
Cheryl Hilton, City Clerk

September 26, 2023

Payroll in amount \$56,020.30

Altorfer, Inc	\$12.50
Autumn on Parade	\$2,000.00
Carreno Landscaping	\$700.00
Caspers Home Inspection LLC	\$1,500.00
Cassandra Hawkins	\$350.00
Cintas	\$105.94
City of Oregon	\$5,000.00
City of Oregon	\$13,389.44
City of Oregon	\$50,400.00
Comcast	\$844.53
ComEd	\$469.87
Constellation	\$4,477.47
Dan Flanagan	\$5,444.00
Ehmen	\$471.44
Euclid Managers	\$1,305.70
Fehr Graham	\$1,352.00
Frontier	\$75.35
Hagemann Horticulture LLC	\$2,300.00
Hawkins, Inc	\$2,002.25
Hometown Auto Repair, LLC	\$88.93
Hometown Trophies	\$100.00
Ken Williams	\$50.00
Kurtis Wilson	\$50.00
Liz Hiemstra	\$312.50
Manheim Solutions	\$2,592.00
Mark Miller	\$200.00
Mark Nehrkorn	\$600.00
Mark Nehrkorn	\$13,565.31
Marques Morel	\$200.00
Martin and Company	\$17,931.42
Melanie Cozzi	\$25.00
Menards	\$63.92
Menards	\$577.84
Plum Electric, Inc	\$3,000.00
Postmaster	\$8.56
Postmaster	\$310.00
Postmaster	\$330.00
Postmaster	\$832.32
Republic Services #721	\$20,344.80
Share Corp	\$715.65
State of Illinois Treasurer	\$660.00
Stillman BancCorp	\$2,036.03

Sun Life Financial	\$364.08
Terry Schuster	\$25.00
Tonya Hardy	\$600.00
Verizon	\$466.78
Village Bakery	\$21.44
Village of Progress	\$960.00
Visa	\$427.74
Walker Process Equipment	\$14,036.17
White Pines Mercantile, LLC	\$395.00
Willetts Hofmann & Associates	\$7,676.60
Willetts Hofmann & Associates	\$9,554.75
Wipfli	\$1,000.00
	\$192,322.33

_____ City Manager



City of Oregon
115 North 3rd Street, Oregon, IL 61061
Phone 815-732-6321



Received by: _____

SHORT-TERM RENTAL APPLICATION (ONE PER PROPERTY)

NEW APPLICATION: Owner Occupied Fee \$100.00 ☒ Not Owner-Occupied Fee \$250.00 ☐
ANNUAL LICENSE RENEWAL: Owner Occupied Renewal Fee \$25.00 ☐ Not Owner-Occupied Renewal Fee \$50.00 ☐

APPLICANT INFORMATION		
Applicant Legal / DBA Names: <u>Kimber's Edge Properties</u>		
Legal Name used for IDOR Hotel Operators Tax License: <u>Kimber's Edge Properties Corp</u>		
IDOR Hotel Operators Tax License Number: _____		
Address: <u>207 S. 1st Street</u>		
City: <u>Oregon</u>	State: <u>IL</u>	Zip Code: <u>61061</u>
Business Phone: _____	Cell Phone: _____	Email: _____
PROPERTY OWNER INFORMATION (IF DIFFERENT FROM APPLICANT)		
Owner of Record (as shown on most recent deed): _____		
Address: _____		
City: _____	State: _____	Zip Code: _____
Business Phone: _____	Cell Phone: _____	Email: _____
PROPERTY INFORMATION		
Property Address: <u>207 S. 1st Street</u>		
City: <u>Oregon</u>	State: <u>IL</u>	Zip Code: <u>61061</u>
Responsible Party Name: _____		Responsible Party Phone: _____
Is this property the owner's primary residence?		<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES
Is this property zoned other than R-1?		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
Is this property in a historic district?		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
Does the property have River frontage?		<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES
Carbon Monoxide and Smoke Detectors installed?		<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES
Applicant agrees to pay all State and County taxes?		<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES
Proof of Liability Insurance in the amount of \$500,000.00?		<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES
Short-term rentals are allowed under R-1 zoning as a special use. You must apply for a special use permit from the Planning Commission.		
TOURIST HOME DEFINED: as defined in Oregon City Code 6.41.10		

All information contained in this application is subject to disclosure as a matter of public record. Any false statement made or given in this application shall result in the denial of the application or future revocation of this license.

Signature of Owner/Applicant: _____

Date: 7-20-23

FOR OFFICE USE ONLY	
What type of residence?	<input type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family
Owner Occupied?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Planning Review Date:	Approval: / /
City Council Review Date:	Approval: / /

Signature of City Employee _____

Date: _____

Printed Name: _____

Title: _____



City of Oregon
115 North 3rd Street, Oregon, IL 61061
Phone 815-732-6321

By his or her signature below, the applicant agrees to follow all current City of Oregon requirements for a Short-Term Rental, which include:

The installation of smoke and carbon monoxide detectors in each guest room used for sleeping purposes, in each hallway or corridor on each floor, in each living room or lounge area, and in each dining room.

YH (initial)

There shall be at least one bathroom for each four adult guests.

YH (initial)

Certificate of insurance evidencing liability insurance coverage in an amount of not less than \$500,000.00 per occurrence for liability.

YH (initial)

All State of Illinois tax laws must be followed. I understand that I will pay the 3% Ogle County tax as well as the state hotel tax.

YH (initial)

Proof of Liability Insurance, IDOR Hotel Operator Tax License Number and IDOR Hotel Operator Legal Name shall be provided after City Council approval.

X

Signature



Overview



Legend

-  Municipalities
-  Townships
-  Roads
-  Tax Parcels
-  Tax Parcels with Details

Parcel ID	16-03-183-005	Class	0040	Owner Address Available with Subscription
Township	Oregon-Nashua	Acreage	0.26	
Property Address	207 S 1ST ST			
	OREGON			
District	01840T			
Brief Tax Description	RNG/BLK: TWP:0 SECT/LOT: LOT 4 BLK 42 & TR LYG E & ADJ CITY OF OREGON			
	(Note: Not to be used on legal documents)			

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CITY OF OREGON, ILLINOIS

ORDINANCE NO. 2023-016

OREGON TAX INCREMENT FINANCING DISTRICT

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF OREGON, OGLE COUNTY, ILLINOIS

and

MATTHEW PENDERGRASS AND HUNT CLUB OREGON, LLC

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF OREGON, OGLE COUNTY, ILLINOIS
ON THE 26TH DAY OF SEPTEMBER, 2023.**

CITY OF OREGON, ILLINOIS: ORDINANCE NO. 2023-16

OREGON TIF DISTRICT

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A TAX INCREMENT FINANCING
(TIF) DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE CITY OF OREGON

and

MATTHEW PENDERGRASS AND HUNT CLUB OREGON, LLC

The Mayor and City Council of the City of Oregon, Ogle County, Illinois, an Illinois municipality (the "City"), have determined that this Redevelopment Agreement is in the best interest of the citizens of the City of Oregon.

THEREFORE, be it ordained by the Mayor and City Council of Oregon, Illinois, in the County of Ogle, as follows:

1. The TIF Redevelopment Agreement with Matthew Pendergrass and Hunt Club Oregon, LLC (the "Developer") attached hereto as ***Exhibit A*** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Oregon is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 26th day of September, 2023.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

the remainder of this page is intentionally blank.

PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of Oregon this 26th day of September, 2023 and filed in the office of the City Clerk of said City on that date.

MAYOR AND COMMISSIONERS	AYE VOTE	NAY VOTE	ABSTAIN	ABSENT
Terry Schuster				
Tim Krug				
Kurt Wilson				
Melanie Cozzi				
Ken Williams, Mayor				
TOTALS				

APPROVED: _____, Date ____/ ____/ 2023
Mayor

ATTEST: _____, Date: ____/ ____/ 2023
City Clerk

Attachment: **EXHIBIT A.** Redevelopment Agreement by and between the City of Oregon and Matthew Pendergrass and Hunt Club Oregon, LLC

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF OREGON, OGLE COUNTY, ILLINOIS

and

MATTHEW PENDERGRASS AND HUNT CLUB OREGON, LLC

OREGON TAX INCREMENT FINANCING DISTRICT

SEPTEMBER 26, 2023

REDEVELOPMENT AGREEMENT
by and between
CITY OF OREGON
and
MATTHEW PENDERGRASS AND HUNT CLUB OREGON, LLC

OREGON TIF DISTRICT

THIS REDEVELOPMENT AGREEMENT (including Exhibits) is entered into this 26th day of September, 2023, by and between the City of Oregon (the “City”), an Illinois Municipal Corporation, Ogle County, Illinois, and Matthew Pendergrass and Hunt Club Oregon, LLC (collectively the “Developer”).

PREAMBLE

WHEREAS, the City has the authority to promote the health, safety, and welfare of the City and its citizens and to prevent the spread of blight and deterioration and inadequate public facilities by promoting the development of private property thereby increasing the tax base of the City and providing employment for its citizens; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.4 *et seq.*, as amended (the “Act”), the City has the authority to provide incentives to owners or prospective owners of real property to develop, redevelop, and rehabilitate such property by reimbursing the owners for certain costs from resulting increases in real estate tax revenues; and

WHEREAS, on February 28, 2017, recognizing the need to foster the development, expansion and revitalization of certain properties which are vacant, underutilized or undeveloped, the City adopted Tax Increment Financing under the Act, approved a Redevelopment Plan and designated a Redevelopment Area known as the **Oregon Tax Increment Financing District** (the “TIF District”); and

WHEREAS, included in the Redevelopment Project Area is property leased by the Developer, located at 101 S 1st Street, Oregon, Illinois, real estate tax property identification number 16-03-183-001 (the “Property”); and

WHEREAS, the Developer is leasing the building located on the Property for operation of The Hunt Club Oregon Neighborhood Bar & Grill business and is proceeding with plans to renovate and rehabilitate the outdoor patio area to provide additional seating for the restaurant (the “Project”), and is doing so based on the availability of TIF incentives offered by the City; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax revenue of the City, which increased incremental taxes will be used, in part, to finance incentives to assist development within the Tax Increment Financing District; and

WHEREAS, the City has the authority under the Act to incur Redevelopment Project Costs (“Eligible Project Costs”) and to reimburse Developer for such costs; and

WHEREAS, pursuant to Illinois Statute 65 ILCS 5/8-1-2.5, the City has the authority to appropriate and expend funds for economic development purposes, including without limitation, the making of grants to any commercial enterprise that is necessary or desirable for the promotion of economic

development within the municipality; and

WHEREAS, the Developer has requested that incentives for the development be provided by the City from incremental increases in real estate taxes of the City and its Project and that such incentives include the reimbursement of Eligible Project Costs; and

WHEREAS, the City has determined that this Project requires the incentives requested and that said Project will, as a part of the Plan, promote the health, safety and welfare of the City and its citizens by attracting private investment to prevent blight and deterioration, to develop underutilized property, and to provide employment for its citizens and generally to enhance the economy of the City; and

WHEREAS, the City and the Developer (the "Parties") have agreed that the City shall provide reimbursement to the Developer for TH Eligible Project Costs as specified below in *Section C. Incentives*, up to a cumulative maximum amount of **Five Thousand Dollars and No Cents (\$5,000.00)**; and

WHEREAS, the City is entering into this Agreement to induce the Developer to complete the Project; and

WHEREAS, in consideration of the execution of this Agreement and in reliance thereon, the Developer has proceed with its plans to complete the Project as set forth herein.

AGREEMENTS

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt of which is acknowledged, agree as follows:

A. PRELIMINARY STATEMENTS

1. The Parties agree that the matters set forth in the recitals above are true and correct and form a part of this Agreement.
2. Any terms which are not defined in this Agreement shall have the same meaning as they do in the Act, unless indicated to the contrary.
3. The Developer shall remain in compliance with all municipal ordinances relating to property development, property condition, zoning, subdivision and building codes. Failure to cure the violation of any such ordinance within thirty (30) days upon being provided written notice of the same by the City shall be cause for the City to declare the Developer in Default and unilaterally terminate this Agreement, except where such failure is not reasonably susceptible to cure within such 30-day period, in which case the Developer shall have such additional time to cure as is reasonably necessary, provided that the Developer has commenced such cure within such 30-day period and continues to diligently prosecute the same to completion.
4. The Developer shall complete the Project within six (6) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below).
5. Each of the Parties represents that it has taken all actions necessary to authorize its representatives to execute this Agreement.

B. ADOPTION OF TAX INCREMENT FINANCING

The City has created a Tax Increment Financing District known as the "Oregon TIF District" which includes the Developer's Property. The City has approved certain Redevelopment Project Costs, including the types described in *Exhibit "I"* for the Developer's Project.

C. INCENTIVES

In consideration for the Developer purchasing the Property and substantially completing the Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Developer's Project:

1. Upon timely completion of the Project, the City agrees to reimburse the Developer a one-time lump-sum amount not to exceed **Five Thousand Dollars and No Cents (\$5,000.00)** from the Oregon TIF District Special Tax Allocation Fund upon verification of the Developer's TIF Eligible Project Costs pursuant to *Section E* below.
2. The Developer shall at all times remain in full compliance with every term of this Agreement, including the following:
 - i. The Developer does vacate the lease during the term of the Agreement.
 - ii. The Developer agrees to continually operate its business on the Property during the term of the Agreement.
 - iii. The Developer does not file for bankruptcy or otherwise become insolvent.
 - iv. The Property is not the subject of foreclosure proceedings.
3. The Developer agrees to provide any information to the City upon request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and by the Illinois Comptroller.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the City for all Eligible Project Costs permitted by the Act (subject to a limitation of **\$5,000.00**) from the real estate tax increment in the Special Account, but only for the Term of this Agreement and only from the Property included in this Project and currently owned by the Developer at that location.
2. It is not contemplated nor is the City obligated to use any of its proportionate share of the monies for any of the Developer's Eligible Project Costs but, rather, the City shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. The Developer agrees to substantially complete the project, subject to Force Majeure, as defined below.
4. Notwithstanding anything contained herein to the contrary, the City may suspend payments under this Agreement or unilaterally terminate this Agreement, if the property becomes vacant for more than 180-consecutive days.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for TIF Eligible Project Costs as set forth by the Act, shall be made by a Requisition for Payment of Private Development Redevelopment Costs (**Exhibit "2"**, "Requisition") submitted from time to time by the Developer to the City's TIF Administrator Jacob & Klein, Ltd., with copy to The Economic Development Group, Ltd. (collectively, the "Administrator"), and subject to the Administrator's approval of the costs and to the availability of funds in the Special Account.
2. All Requisitions must be accompanied by verified bills or statements of suppliers, contractors or professionals together with mechanic's lien waivers (whether partial or full) from each of the parties entitled to a payment that is the subject of the Requisition as required by the City.
3. In order for the Developer to receive reimbursement of Eligible Project Costs for costs it has incurred in any year as set forth in *Paragraphs 1 and 2* above, the Developer must submit such proposed eligible costs to the City by December 31st of the following year. If there are no accumulated outstanding costs previously submitted and approved by the City and if the Developer does not submit such proposed eligible costs by this deadline, the Developer will forfeit reimbursement of such costs from the prior year's real estate tax increment to be paid in the current year. Any approved eligible costs submitted after this deadline will be eligible for reimbursement from the next year's real estate increment receipts.
4. Any real estate increment not required to be paid to the Developer under the terms of *Paragraph 3* above shall be available to the City for any purpose set forth in the TIF Plan and allowed by the Act.
5. The Developer shall use such sums as reimbursement for Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the terms of this Agreement or the term of the TIF District whichever is longer.
6. The Administrator shall approve or disapprove a Requisition by written receipt to the Developer within thirty (30) calendar days after receipt of the Requisition. Approval of the Requisition will not be unreasonably withheld. If a Requisition is disapproved by the Administrator the reasons for disallowance will be set forth in writing and the Developer may resubmit the Requisition with such additional information as may be required and the same procedures set forth herein shall apply to such re-submittals.
7. All TIF Eligible Project Costs approved shall then be paid by the City from the Special Account to the Developer, or to others as directed by the Developer, pursuant to the Redevelopment Plan and as allowed by Illinois Law. The City shall pay such approved eligible Costs annually, provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available to pay the Developer shall carry forward, until paid, without further action of the Developer. Payment shall be made within forty-five (45) days after approval subject to the terms of this Agreement and after receipt of the increment generated by the Developer's Redevelopment Project from the County.
8. The Parties acknowledge that the determination of Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or legally binding judicial interpretation during the

term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions but will assist the Developer in every respect as to obtaining approval of Eligible Project Costs.

9. The Developer may submit for prior approval by the City as Eligible Project Costs under the Act estimates of costs before they are incurred subject to later confirmation by actual bills.

F. VERIFICATION OF TAX INCREMENT

1. It shall be the sole responsibility of the Developer or its designee to provide to the City, as requested in writing, copies of all PARD real estate tax bills, annually, for the Property.
2. The failure of Developer to provide any material information required herein after written notice from the City, and the continued failure to provide such information within (30) days after such notice, shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer, which payments are conditional upon receipt of the foregoing information.

G. REIMBURSEMENT OF THE DEVELOPER'S SHARE OF TAX OBJECTION REFUNDS

If a refund of tax increment (including any accrued statutory interest thereon) is potentially due from the City's THF Fund as the result of any tax objection, assessment challenge or formal appeal to the Illinois Property Tax Appeal Board (PTAB), issuance of a certificate of error or other such action, including any appeals therefrom, concerning the potential reduction of assessed value of the Property, the City may at its sole discretion withhold the Developer's share of any such possible refund (including any accrued statutory interest thereon) from future reimbursements calculated to be paid to the Developer under this Agreement. Furthermore, the Developer is hereby obligated to provide written notice to the City within five (5) business days of filing any such objection, assessment challenge or formal appeal to the PTAB or other such action, including any appeals therefrom, that could potentially reduce the assessed value of the Property. Failure to provide such notice shall be considered a breach of this Agreement and shall be cause for the City to deny payments hereunder to the Developer.

Any funds withheld by the City under this *Section G* shall be deposited by it into a separate interest bearing bank account. Upon final determination of the assessed value of the Property, the City shall pay to the Developer the principal amount due under this Agreement as recalculated. The City shall be entitled to retain any interest earned on the account as partial payment for the administration of the account due to the delay of the determination of the final evaluation and recalculation of the benefits due the Developer under this Agreement.

If it appears to the City that it will be unable to recover the Developer's share of any such refund (including any accrued statutory interest thereon) from the remaining future reimbursements due the Developer under this Agreement, the Developer shall reimburse the City for the Developer's remaining unpaid share of such refund within thirty (30) days upon receiving written demand of the same from the City.

Notwithstanding anything contained in this Agreement to the contrary, the obligations contained in this *Section G* shall remain in effect for the remaining life of the THF District, whether the THF District expires upon the current expiration of the Redevelopment Plan and Projects adopted by the City (tax

year 2040 payable 2041); at an earlier time if the City passes an ordinance terminating the TIF District; or at a later time if the TIF District is legislatively extended. Furthermore, the obligations set forth in this *Section G* shall survive the expiration of the TIF District if a tax objection or other such action taken by the Developer is pending prior to the expiration of the TIF District and shall continue until final disposition of such action.

H. LIMITED OBLIGATION

The City's obligation hereunder to pay the Developer for Eligible Project Costs is a limited obligation to be paid solely from the Special Account. Said obligation does not now and shall never constitute an indebtedness of the City within the meaning of any State of Illinois constitutional or statutory provision and shall not constitute or give rise to a pecuniary liability of the City or a charge or lien against any City fund or require the City to utilize its taxing authority to fulfill the terms of this Agreement.

I. CITY PUBLIC PROJECTS

The City intends to use part or all of its share of the Project's real estate increment for other public projects within the TIF District or within contiguous TIF Districts as allowed by law. The City shall be eligible for reimbursement of the cost of doing so, as well as other eligible costs incurred by the City in the TIF District.

J. LIMITED LIABILITY OF CITY TO OTHERS FOR DEVELOPER'S EXPENSES

There shall be no obligation by the City to make any payments to any person other than the Developer, nor shall the City be obligated to make direct payments to any other contractor, subcontractor, mechanic or materialman providing services or materials to the Developer for the Developer's Project.

K. COOPERATION OF THE PARTIES

1. The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Redevelopment Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, subsidy or additional funding which may be available from other governmental sources as the result of the Developer's or City's activities. This also includes without limitation the Developer assisting or sponsoring the City, or agreeing to jointly apply with the City, for any grant, award, or subsidy which may be available as the result of the City's or the Developer's activities.
2. The Parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions, and certifications (and, in the City's case, the adoption of such ordinances and resolutions), as may be necessary or appropriate, from time to time, to carry out the terms, provisions, and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions, and intent.
3. The Parties shall cooperate fully with each other in seeking from any or all appropriate governmental bodies all approvals (whether federal, state, county or local) required or useful for the construction or improvement of property and facilities in and on the Property or for the provision of services to the Property, including, without limitation, wetland mitigation, gas, telephone, and electric utility services, roads, highways, rights-of-way, water and sanitary sewage

facilities, and storm water disposal facilities.

L. DEFAULT; CURE; REMEDIES

In the event of a default under this Redevelopment Agreement by any party hereto (the "Defaulting Party"), which default is not cured within the cure period provided for below, then the other Party (the "Non-defaulting Party"), may have an action for damages, or, in the event damages would not fairly compensate the Non-defaulting Parties for the Defaulting Party's breach of this Redevelopment Agreement, the Non-defaulting Party shall have such other equity rights and remedies as are available to them at law or in equity. Any damages payable by the City hereunder shall be limited to the real estate tax increment payable to the Developer under the terms of this Agreement.

In the event a Defaulting Party shall fail to perform a monetary covenant which it is required to perform under this Redevelopment Agreement, it shall not be deemed to be in default under this Redevelopment Agreement unless it shall have failed to perform such monetary covenant within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying that it has failed to perform such monetary covenant. In the event a Defaulting Party fails to perform any nonmonetary covenant as and when it is required to under this Redevelopment Agreement, it shall not be deemed to be in default if it shall have cured such default within thirty (30) days of its receipt of a notice from a Non-defaulting Party specifying the nature of the default, provided, however, with respect to those nonmonetary defaults which are not capable of being cured within such thirty (30) day period, it shall not be deemed to be in default if it commences curing within such thirty (30) day period, and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

M. TIME; FORCE MAJEURE

For this Agreement, time is of the essence. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate this Agreement. However, the Developer and the City shall not be deemed in default with respect to any obligations of this Agreement on its part to be performed if the Developer or City fails to timely perform the same and such failure is due in whole, or in part, to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, inability to procure materials, weather conditions wet soil conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnation, riots, insurrections, war, fuel shortages, accidents, casualties, Acts of God, acts caused directly or indirectly by the City (or the City's agents, employees or invitees) when applicable to Developer or third parties, or any other cause beyond the reasonable control of Developer or the City.

N. ASSIGNMENT

The rights (including, but not limited to, the right to payments contemplated by *Section C* of this Agreement) and obligations (or either of them) of the Developer under this Agreement shall be fully assignable by the Developer provided written notice is provided to the City and the City's consent is obtained prior to such assignment. The City's consent shall not be unreasonably withheld provided that the nature of the Project is not substantially changed, and further provided that the assignee is financially capable of fulfilling the obligations of the assignor. Any such assignment shall be subject to all the terms and conditions contained in this Agreement. Further, no such assignment shall be deemed to release the assignor of its obligations to the City under this Agreement unless the consent of the City to the release of the assignor's obligations is first obtained.

O. PREPAYMENTS

Should the annual incremental tax revenue generated by the Project be sufficient to pay all cost eligible expenses prior to the expiration of the term of the Agreement, the City may, in its sole discretion, elect to pay all then remaining payments in a single lump sum payment.

P. WAIVER

Any party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless the party waiving such right of remedy does so in writing. No such waiver shall obligate such party to waive any right of remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party pursuant to this Agreement.

Q. SEVERABILITY

If any section, subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby.

R. NOTICES

All notices, demands, requests, consents, approvals or other instruments required or permitted by this Agreement shall be in writing and shall be executed by the party or an officer, agent or attorney of the party, and shall be deemed to have been effective as of the date of actual delivery, if delivered personally, or as of the third (3rd) day from and including the date of posting, if mailed by registered or certified mail, return receipt requested, with postage prepaid addressed as follows:

TO CITY:

City Clerk, City of Oregon
115 N. 3rd Street
Oregon, IL 61061
Telephone: (815) 732-6321
Fax: (815) 732-7292

TO DEVELOPER:

Matthew Pendergrass
Hunt Club Oregon, LLC

With Copy to:

Jacob & Klein, Ltd.
The Economic Development Group, Ltd.

S. SUCCESSORS IN INTEREST

Subject to the provisions of *Section N*, above, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

T. NO JOINT VENTURE, AGENCY, OR PARTNERSHIP CREATED

Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

U. INDEMNIFICATION OF CITY

It is the understanding of the Parties that the position of the Illinois Department of Labor is that the Illinois Prevailing Wage Act does not apply to TIF increment received by developers as reimbursement for private TIF Eligible Project Costs. This position of the Department of Labor is stated as an answer to a FAQ on its website. The Developer shall indemnify and hold harmless the City, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, consultants and attorneys (collectively, the Indemnified Parties), from any and all claims that may be asserted against the Indemnified Parties or one or more of them, in connection with the applicability, determination, and/or payments made under the Illinois Prevailing Wage Act (820 ILCS 130/0.01 et. seq.), the Illinois Procurement Code, and/or any similar State or Federal law or regulation. In addition, the Developer agrees to indemnify and hold harmless the City for any claim asserted against the City arising from the Developer's Project and/or this Agreement or any challenge to the eligibility of project costs reimbursed to the Developer hereunder. This obligation to indemnify and hold harmless obligates Developer to defend any such claim and/or action, pay any liabilities and/or penalties imposed, and pay all defense costs of City, including but not limited to the reasonable attorney fees of City.

V. ENTIRE AGREEMENT

The terms and conditions set forth in this Agreement and exhibits attached hereto supersede all prior oral and written understandings and constitute the entire agreement between the City and the Developer with respect to the subject matter hereof.

W. TITLES OF PARAGRAPHS

Titles of the several parts, paragraphs, sections or articles of this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any provisions hereof.

X. WARRANTY OF SIGNATORIES

The signatories of Developer warrant full authority to both execute this Agreement and to bind the entity in which they are signing on behalf of.

Y. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon the Developer receiving all incentives included herein. The Agreement shall expire sooner if the Developer files for bankruptcy or otherwise becomes insolvent, the Property becomes the subject of foreclosure proceedings, or upon default by the Developer of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the above date at Oregon, Illinois.

CITY
Oregon, Illinois, a Municipal Corporation

BY: _____
Mayor, City of Oregon

ATTEST:

City Clerk, City of Oregon

DEVELOPER
Matthew Pendergrass

AND

Hunt Club Oregon, LLC, an Illinois Limited Liability Company

BY: _____

Title: _____

\\C:\BPC\OS - 3265.m - RDY Matt Pendergrass - Hunt Club-RLA - 20 Sept 2023\63-1

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

Matthew Pendergrass and Hunt Club Oregon, LLC
Oregon TIF District in the City of Oregon, Ogle County, Illinois

Project Description: The Developer is leasing the commercial building located on the Property for operation of The Hunt Club Oregon Neighborhood Bar & Grill and is proceeding with plans to renovate and rehabilitate the outdoor patio area for additional seating for the restaurant.

Street Location: 101 S 1st Street, Oregon, Illinois

PIN#s: 16-03-183-001

Estimated TIF Eligible Project Costs:

Rehabilitation and Renovation of Existing Building \$15,613

Total Estimated TIF Eligible Project Costs* \$15,613

*The City's reimbursement of Eligible Project Costs to the Developer shall not exceed **\$5,000.00** as set forth in this Redevelopment Agreement.

EXHIBIT 2

CITY OF OREGON, ILLINOIS OREGON TAX INCREMENT FINANCING DISTRICT

PRIVATE PROJECT REQUEST FOR REIMBURSEMENT BY

MATTHEW PENDERGRASS AND HUNT CLUB OREGON, LLC

Date: _____

Attention: City TIF Administrator, City of Oregon, Illinois

Re: TIF Redevelopment Agreement, dated September 26, 2023
by and between the City of Oregon, Illinois, and
Matthew Pendergrass and Hunt Club Oregon, LLC (the "Developer")

The City of Oregon is hereby requested to disburse funds from the Special Tax Allocation Fund pursuant to the Redevelopment Agreement described above in the following amount(s), to the Developer and for the purpose(s) set forth in this Request for Reimbursement. The terms used in this Request for Reimbursement shall have the meanings given to those terms in the Redevelopment Agreement.

1. REQUEST FOR REIMBURSEMENT NO. _____
2. PAYMENT DUE TO: Matthew Pendergrass and Hunt Club Oregon, LLC
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

4. The amount requested to be disbursed pursuant to this Request for Reimbursement will be used to reimburse the Developer for Redevelopment Project Costs for the Project detailed in ***Exhibit "1"*** of the Redevelopment Agreement.

5. The undersigned certifies and swears under oath that the following statements are true and correct:

- (i) the amounts included in (3) above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect; and
- (ii) the amounts paid or to be paid, as set forth in this Request for Reimbursement, represent a part of the funds due and payable for TIF Eligible Redevelopment Project Costs; and
- (iii) the expenditures for which amounts are requested represent proper Redevelopment Project Costs as identified in the "Limitation of Incentives to Developer" described in *Section "D"* of the Redevelopment Agreement, have not been included in any previous Request for Reimbursement, have been properly recorded on the Developer's books and are set forth with invoices attached for all sums for which reimbursement is requested, and proof of payment of the invoices; and
- (iv) the amounts requested are not greater than those necessary to meet obligations due and payable or to reimburse the Developer for its funds actually advanced for Redevelopment Project Costs; and
- (v) the Developer is not in default under the Redevelopment Agreement and nothing has occurred to the knowledge of the Developer that would prevent the performance of its obligations under the Redevelopment Agreement.
- (vi) Any violation of this oath shall constitute a default of the Redevelopment Agreement and shall be cause for the City to unilaterally terminate the Redevelopment Agreement.

6. Attached to this Request for Reimbursement is ***Exhibit "I"*** of the Redevelopment Agreement, together with copies of invoices, proof of payment of the invoices, and Mechanic's Lien Waivers relating to all items for which reimbursement is being requested.

BY: _____ (Developer)

TITLE: _____

APPROVED BY CITY OF OREGON, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

REVIEWED BY JACOB & KLEIN, LTD. & THE ECONOMIC DEVELOPMENT GROUP, LTD.

BY: _____

TITLE: _____ DATE: _____



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

115 N. 3rd Street, Oregon, IL 61061

Phn: 815-732-6321/ website: cityoforegon.org

To: Mayor Ken Williams & Oregon City Council

From: Darin J. DeHaan, City Manager

Re: Bi-monthly Report

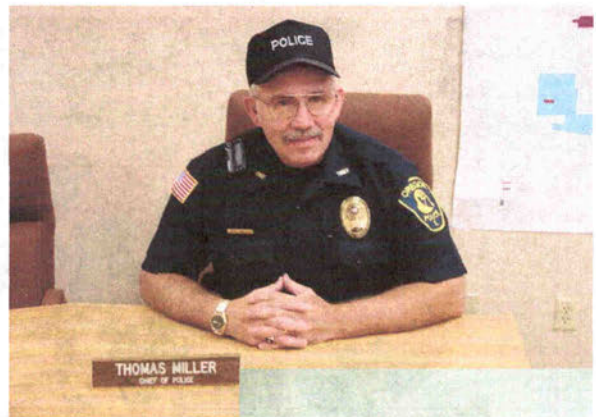
DATE: Sep 26, 2023

I am pleased to provide Mayor Williams and the Oregon City Council with the following synopsis of

City Business for – Sep 9, 2023 – Sep 22, 2023

Submitted by Darin DeHaan - City Manager:

- We were saddened to hear of the passing of Tom Miller. Tom served as Chief of Police and had over 30 years of service with the City of Oregon. After retirement Tom was elected and served as city councilman over Public Health and Safety. "Tom hired me as a police officer and was a great mentor of mine over the years. Tom unselfishly served Oregon and made a huge positive impact on our community with his care and passion for our City and it's citizens. Our thoughts are with his family."



- **SAVE THE DATE:** Sarah Phelps Plaza Grand Opening Saturday September 30th at 10:00 a.m.
- On Sept 13th Members of Oregon Rotary and Oregon Lions Club joined Mayor Williams and I to put together the outdoor furniture for Sarah Phelps Plaza. I can't say it came with the best instructions so I'm thankful for everyone's hard work and patience that day! Public Works employees finished up the job!



- Road construction is nearly completed in front of City Hall on North 3rd Street. They are working on striping the roadway. 3rd Street remains closed at Washington Street until the crosswalk and stop lines are installed.
- The clock in front of City Hall is scheduled to be fixed on 9/29/23.
- I attended the NorthCog (Northern Illinois Council of Governments board meeting. Great discussion and some potential economic development opportunities may be coming for our region.
- I am working with Willett Hoffmann & Assoc. on a replacement option for the lift at the coliseum. I should have some options for the council to consider soon.
- I worked on several economic development projects over the past few weeks. We continue to meet with potential business owners and work with our consultants to try and solicit important projects for Oregon.



City Hall:

- Brush pickup is scheduled for September 25th, 2023

Tree Board:

Next Meeting TBD: In the process of completing the Tree City USA application

Public Art Commission:

Group is being formed and a first meeting is planned for later this month.

City Council Meeting:

Next meeting 9/26/2023 at 5:30 p.m. Oregon City Hall Council Chambers

Economic and Community Development Committee:

Next meeting 10/03/2023 at 5:00 p.m. Oregon City Hall Conference Room

Sustainability Committee:

Next meeting 10/9/23 at 9:00 a.m. Oregon City Hall Conference Room

Planning & Zoning:

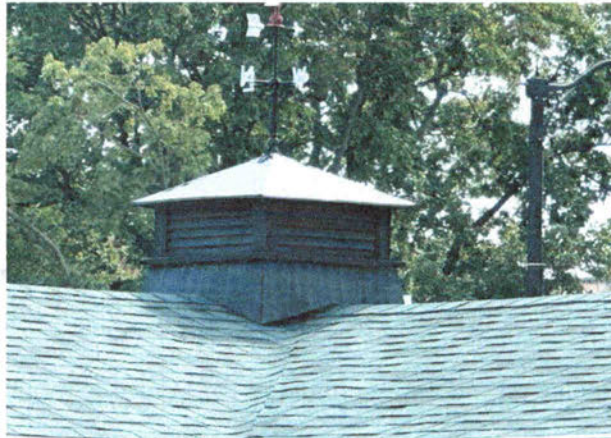
Next meeting 10/17/2023 at 5:30 p.m. Oregon City Hall Council Chambers

- Public Hearing for Sally Moring Short-Term Rental request

Submitted by Bill Covell - Director of Public Works:

Street Department:

- Tree Trimming
- Serviced fleet vehicles
- Brush pick-up
- Asphalt patching
- Training
- Mowing
- Painted flower planters and set in place for Sarah Phelps Plaza
- AOP prep work
- Repaired cupola for Sara Phelps building
- Assembled furniture for Sara Phelps building



Water / Sewer Departments:

- Triple the normal julie locates for due to fiber optic installation
- Daily chores and samples
- Pump sludge
- Monthly samples
- Monthly reports
- Mow

- Clean clarifier
- Repaired water service break at sewage treatment plant saving the City around \$20,000



Public Works:

- Observed projects on North 3rd Street Project. Project is complete minus restoration and stripping.
- ,Observed North 2nd Street, Franklin Street and Monroe Street projects. All milling is complete. Areas should be paved next week.
- Followed up on 2023 Generator projects at city hall & 10th Street lift station. Helm is to start at City Hall next week.
- Observed / helped with EV project. ComEd finished their pole installation and equipment is installed. City is waiting on programming of the unit and sign installation.
- Went through the hiring process to hire 3 outstanding people for public works. Welcome Josh Ellis, Corey Fry and Aaron Montoya.
- Estimates for roof replacements
- AOP prep work including updating AOP map
- Update GIS Maps
- Schedule work for generator, EV and streetscape projects



Submitted by Deputy Chief Matthew Kalnins:

Police Department:

- From September 12th through September 15th Deputy Chief Kalnins attended the Illinois Law Enforcement Training and Standards Board “New Chiefs of Police Orientation” conference in East Peoria. During this training Deputy Chief Kalnins learned about officer wellness, managing departments and working with the community. This was also a great opportunity for Deputy Chief Kalnins to network with other Chiefs of Police throughout the state of Illinois.