



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 October 24th, 2023, 5:30 P.M.
115 N 3rd Street**

Public Option: Join Meeting via Zoom

Meeting ID: 818 2847 4176 Passcode: 104114 One tap mobile +13092053325

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESENTATIONS**
- 5. PUBLIC COMMENT**
- 6. APPROVAL OF MINUTES**
- 7. APPROVAL OF WARRANTS AND PAYROLL**
- 8. BUSINESS ITEMS**
 - a. Approve Short-Term Rental request submitted by Sally Moring for the property located at 309 S. 1st Street Parcel #16-03-186-004**
 - b. Approve Resolution 2023-6 Support of the Revival of the Twin City Zephyr**
 - c. Approve Ordinance 2023-017 Amending Section 2.24.010 Planning and Zoning Commission [Removing a member of city council as a required representative on the Commission] and 24.16.010 Parking Generally [Allowing City Manager, Dir of Public Works or Chief of Police authority to grant temporary parking of restricted vehicles] of the Oregon City Code**
 - d. Approve amendments to USS Ducks Solar, LLC Annexation Agreement**
 - **Current Ordinances will regulate SEGF Standards at the time of the agreement.**
 - **Included engineering services information**
 - **Term 20 years with max 4 extensions**
 - **Clarifying that if an amendment is not signed by the landowner in the future, it will not affect or alter the current agreement.**
 - **Notary dates changed from 2022 to 2023**

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.

COUNCIL MEETING MINUTES
Tuesday October 10th, 2023, 5:30 P.M.
City Hall Council Chambers
115 N 3rd Street

The Council of the City of Oregon met Tuesday October 10th, 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
Deputy Chief of Police Matt Kalnins
City Attorney Paul Chadwick
City Clerk Cheryl Hilton

Also Present: Bill Covell and George Howe.

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

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

Council Member Terry Schuster started the pledge of allegiance.

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

Presentations

None

Public Comment

None

Approval of Minutes

Council Member Kurt Wilson moved to approve the September 26th, 2023, minutes,
Seconded by Council Member Tim Krug.

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

Approval of Warrants & Payroll

Council Member Melanie Cozzi moved to approve payroll in the amount of \$57,600.12
and the current warrants as listed:

Ace Hardware & Outdoor Center	\$267.99
AEP Energy	\$3,495.44
Bill Covell	\$100.00
Blue Cross Blue Shield	\$14,149.43
Comcast	\$1,028.20
Dixon Glass Co	\$557.09
Ehmen	\$1,355.77

Envision Healthcare	\$210.00
Ferguson Waterworks	\$335.93
Fidelity Security Life Insurance	\$158.82
Fischer's	\$355.60
Frontier	\$117.36
Hagemann Horticulture LLC	\$2,300.00
Hometown Auto Repair, LLC	\$163.76
Illinois EPA	\$58,374.60
Iwater	\$1,666.67
James Taylor	\$480.00
Liz Hiemstra	\$312.50
Maison Crawford	\$47.02
Manheim Solutions	\$2,592.00
Mark Nehrkorn	\$600.00
Mark Nehrkorn	\$2,065.54
Mark Nehrkorn	\$13,565.31
Martin and Company	\$525.28
Menards	\$136.56
NAPA	\$193.45
Oregon Area Chamber of Commerce	\$140.00
Oregon Rotary Club	\$115.00
Oregon SuperValu	\$21.04
Pace Analytical Services	\$2,088.10
Polo Cooperative Association	\$5,776.10
Postmaster	\$11.11
Postmaster	\$51.36
Quill	\$242.49
Republic Services #721	\$68.00
Roger's Ready Mix	\$1,120.50
Shaw Media/Sauk Valley Media	\$218.40
SynConn Solutions Inc	\$1,125.00
Uniform Den	\$171.00
Verdin Company	\$4,355.00
Visa	\$1,222.68
White Pines Mercantile, LLC	\$395.00
Willett Hofmann & Associates	\$7,885.20
Zarnoth Brush Works	\$418.70
Zoro Tools, Inc	\$305.24
	\$130,884.24

Seconded by Council Member Kurt Wilson.

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

Business Items

Council Member Tim Krug moved to approve the new Public Art Commission members Chloe Metz, Shirley Battin, and Randee Mennenga, Seconded by Council Member Kurt Wilson.

Discussion: City Manager Darin DeHaan said this now completes the number of commission members needed.

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

Council Member Tim Krug moved to accept the Resignation of Darin DeHaan and Terry Schuster from the Public Art Commission, Seconded by Council Member Melanie Cozzi.

Discussion: Mayor Ken Williams thanked them for filling the position temporarily.

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

Council Member Terry Schuster moved to approve a Community Art ARPA Grant of \$5,000 to the Oregon Area Chamber of Commerce for the mural to be located at 122 N. 4th Street, Seconded by Council Member Kurt Wilson.

Discussion: City Manager Darin DeHaan said the application for the mural was submitted before the grant program was in place. The mural has a broad representation of the area and was approved unanimously by the Public Art Commission.

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

Council Member Tim Krug moved to approve a Community Art ARPA Grant of \$5,000 to Merlin Hagemann for the mural to be located at 301 Mix Street, Seconded by Council Member Melanie Cozzi.

Discussion: City Manager Darin DeHaan said the artist of the proposed work is self-taught out of Polo. The location of the mural will be on the Other Side Boutique and face Merlin's Greenhouse. The building is corrugated metal, and each panel will be painted. The members of the Public Art Commission were familiar with the artists' work and approved the recommendation of the mural.

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

Council Member Terry Schuster moved to approve a Community Art ARPA Grant of \$5,000 to Nora Balayti and Liz Hiemstra for the mural to be located at 101 N. 3rd Street, Seconded by Council Member Tim Krug.

Discussion: Mayor Ken Williams said this mural will be located on the side of the Village Bakery building. City Manager Darin DeHaan said the Public Art Commission was concerned with the layout of the mural. He said the design is more simplistic to encourage involvement of the Village Bakery employees. The mural that is currently located on the building will be refreshed by John Barnhart and moved to another location.

The location has not yet been determined. The current condition of the brick on the building is also a concern.

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

Proclamations, Commendations, etc.

None

Discussion Items

Update and Discuss Bad Ash Cigars mural and elements of advertising: City

Manager Darin DeHaan said he spoke with Josh last week. Josh stated they are having issues getting the artist back to make the necessary changes to the mural. He spoke with Brian today, and he said the cigar should be removed in 7 to 10 days. He said they will be fined if the cigar is not removed after 10 days. Mayor Ken Williams stated a formalized letter will be written to notify the owners. The intention of the owners is to place the cigar back on the mural as a sign. A building permit will need to be submitted to the City Building Inspector for review and approval.

Committee Reports

Planning: Planning Commission toured the Moring Property located at 309 S. 1st Street. Sally Moring has submitted an application to use the property as a Short-Term rental. The area being used as a Short-Term rental is separate from the old manufacturing space and has a separate entrance.

Economic and Community Development: City Manager Darin DeHaan said the Ogle County Economic Development Coalition has finished the bylaws and business plan. He also made a presentation earlier tonight to the County Finance Committee to request county funding of the coalition. The hope is to have an Economic Development Executive Director that acts county wide.

Mayor Ken Williams said the building across the street has been completely remodeled and is very neat and upscale. The old dentist's office will be available for rent at the end of the month. The façade of the H&R Block building is being reconstructed, and they are applying for a façade grant. The old Mississippi building located at 125 S 4th Street will be the new location for Beam Beauty Bar. A wedding shop is due to be in the old Savings Bank building at the end of the month. Council Member Terry Schuster asked about Ogle County Brewery and their intentions of being a canning facility. Mayor Ken Williams said a special license is needed from the state to make and can the product at the same time. It is a production license. The state has been delayed for about 6 months.

Finance: City Manager Darin DeHaan said he will be scheduling quarterly budget meetings with department heads soon.

Sustainability: Council Member Melanie Cozzi said the committee met with Region One planning today and they laid out the groundwork for developing the plan for Oregon. They will be presenting statistics, doing community surveys, and work on community outreach and then start to refine the plan moving forward.

Tree Board: City Manager Darin DeHaan said he received a possible grant from Morton Arboretum for tree planting. The grant would pay for at least a year of tree planting.

Public Arts Commission: None.

Other: City Manager Darin DeHaan said he just received a rough draft of the Comprehensive Plan from NIU. They would like any comments or suggestions to be back to them soon so they can finish the first draft.

Department Reports

Deputy Chief of Police Matt Kalnins: Thanked the public works department for all the help during AOP. He also thanked City Manager Darin DeHaan for taking control of the command center. The Ogle County ERT team was also present during AOP for security.

Public Works Director Bill Covell: Thanked the public works department, the Oregon Police Department, and the Ogle County Sheriff's Department for all the help during AOP. Council Member Terry Schuster asked about construction on 9th Street. Bill Covell stated the project will not be completed this year. He said he is preparing projects now so they can go out to bid earlier next year. He is also working with GIS for barricade locations for next year during AOP. Comcast and ComEd will be coming into town to clean up loose and low hanging wires. He also welcomed Corey, Aaron, and Josh to the department.

City Clerk Cheryl Hilton: Annual treasurer's report is in the packet for review. She also welcomed Lisa Payne to City Hall staff.

City Attorney Paul Chadwick: He will be attending an ordinance violation hearing tomorrow.

City Manager Darin DeHaan: He said he saw great coordination with all the departments during AOP. It takes a lot to pull off a large festival like that.

Council Reports

Council Member Kurt Wilson: Thanked everyone for the service provided during AOP.

Council Member Melanie Cozzi: Thanked everyone for a wonderful AOP festival.

Mayor Ken Williams: Thanked everyone for all the extra time and work that went into AOP.

Council Member Terry Schuster moved to adjourn the meeting, Seconded by Council Member Melanie Cozzi.

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

Adjourn: 6:33 P.M.

Ken Williams, Mayor

Attest: _____
Cheryl Hilton, City Clerk

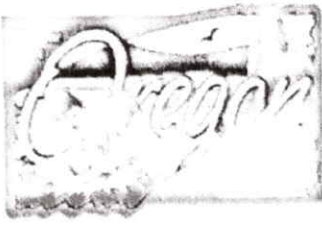
October 24, 2023

Payroll in amount \$68,991.58

A.M. Floral	\$5,000.00
Caspers Home Inspection LLC	\$1,700.00
Cintas	\$111.24
City of Oregon	\$5,000.00
City of Oregon	\$14,186.91
City of Oregon	\$39,000.00
City of Oregon	\$50,400.00
Comcast	\$800.89
Comcast	\$850.76
ComEd	\$96.30
ComEd	\$567.05
Constellation	\$3,578.83
Ehmen	\$470.00
Euclid Managers	\$1,537.95
Ferguson Waterworks #2516	\$1,684.20
Flanagan's Flatwork Concrete	\$1,250.00
Frontier	\$77.33
Hagemann Horticulture LLC	\$8,953.18
Hawkins, Inc	\$1,087.71
I Fiber	\$340.00
Illinois Association of Chiefs of Police	\$130.00
Illinois Municipal League Risk Mtg	\$93,404.07
Jacob & Klein, Ltd	\$436.65
Jordan Plock	\$274.04
Ken Williams	\$50.00
Kurt Wilson	\$25.00
Lexipol LLC	\$6,325.91
Liz Hiemstra	\$312.50
Maison Crawford	\$32.35
Matt Pendergrass Hunt Club LLC	\$5,000.00
MCS	\$145.00
MCS Advertising	\$150.00
Melanie Cozzi	\$25.00
O'Brien Civil Works, Inc	\$13,237.03
Oregon Chamber of Commerce	\$5,000.00
Pace Analytical Services	\$707.50

Polo Cooperative	\$4,351.32
Postmaster	\$829.26
Quill	\$128.46
Shaw Media/ Saul Valley Media	\$96.80
Sirchie Acquisition Company, LLC	\$82.31
Stillman BancCorp	\$2,036.00
Sun Life Financial	\$438.08
Synder's Pharmacy	\$346.49
Tad Dominski	\$25.05
Terry Schuster	\$25.00
The Economic Development Group	\$1,746.60
The Junk Removal Dudes LLC	\$3,944.77
Turnroth Sign Co Inc	\$4,295.00
Verizon	\$466.74
Village of Progress	\$1,075.00
Ward, Murray, Pace & Johnson, P.C.	\$88.00
White Pine Mercantile, LLC	\$395.00
Willett Hofmann & Associates	\$2,679.80
Willett Hofmann & Associates	\$18,180.93
	\$303,178.01

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>MORING</u>		
Legal Name used for IDOR Hotel Operators Tax License if applicable:		
IDOR Hotel Operators Tax License Number if applicable:		
Address: <u>309 S. 1st</u>		
City: <u>OREGON</u>	State:	Zip Code:
Business Phone:	Cell Phone:	Email:
PROPERTY OWNER INFORMATION (IF DIFFERENT FROM APPLICANT)		
Owner of Record (as shown on most recent deed):		
Address: <u>309 S. 1st St</u>		
City: <u>OREGON</u>	State: <u>IL</u>	Zip Code: <u>61061</u>
Business Phone:	Cell Phone:	Email: <u>SAME AS ABOVE</u>
PROPERTY INFORMATION		
Property Address: <u>309 S. 1st St</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 type="checkbox"/> NO <input checked="" 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.		
SHORT-TERM RENTAL: as defined in Oregon City Code 6.14.10.		

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.

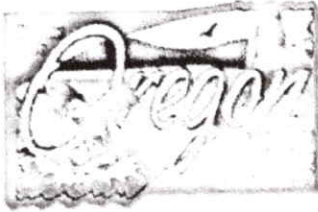
Signature of Owner/Applicant _____

Date: 9/15/23

FOR OFFICE USE ONLY	
What type of residence?	<input checked="" type="checkbox"/> Single Family <input type="checkbox"/> Multi-Family
Owner Occupied?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Planning Review Date:	Approval: <u>10/17/23</u>
City Council Review Date:	Approval: <u>/ /</u>

Signature of City Employee _____

Date: _____



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

SHORT-TERM RENTAL APPLICATION – (ONE PER PROPERTY)

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.

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

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

All State of Illinois tax laws must be followed.

I understand that rentals less than 28 days have a tax of 9% of that 6% goes to the state and 3% goes to the City tourism fund and is collected by Ogle County.

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

X

Sigr

RESOLUTION NO. 2023-6

**A RESOLUTION OF THE CITY OF OREGON
IN SUPPORT OF THE REVIVAL OF THE TWIN CITIES ZEPHYR**

WHEREAS, the Twin City Zephyrs were passenger railway cars which operated on the Chicago, Burlington, and Quincy Railroads; and

WHEREAS, the Twin City Zephyrs operated from 1935 until 1971 when Amtrak took over most passenger trains in the United States; and

WHEREAS, the City supports the revival of the Twin City Zephyr passenger service from Chicago to East Dubuque, operating through Dekalb, Rochelle, Oregon, Milledgeville, Savanna, and concluding in East Dubuque; and

WHEREAS, the City recognizes the potential economic benefits to the City of Oregon and the communities surrounding it; and

NOW, THEREFORE, be it resolved, the City of Oregon fully endorses a Federal Railroad Administration or State of Illinois funded feasibility study to determine economic viability of revival of the Twin Cities Zephyr (BNSF), Chicago to East Dubuque through Cities of Oregon and Savanna.

ADOPTED and APPROVED by the City Council of the City of Oregon October 24th, 2023.

Mayor

ATTEST:

Clerk

**CITY OF OREGON
ORDINANCE 2023-017**

**AN ORDINANCE AMENDING SECTION 2.24.010 PLANNING AND ZONING
COMMISSION AND SECTION 24.16.010 PARKING GENERALLY OF THE
OREGON CITY CODE**

WHEREAS, The Oregon City Council wishes to amend section 2.24.10 of the Oregon City Code to follow the Council Manager Form of Government.

WHEREAS, The Oregon City Council wishes to amend section 24.16.010 of the Oregon City Code to permit certain staff to authorize temporary parking of restricted units in residential areas.

NOW THEREFORE, be it ordained by the Council of the City of Oregon, in the State of Illinois, as follows:

SECTION 1: **AMENDMENT** “24.16.010 Parking Generally” of the City of Oregon Municipal Code is hereby *amended* as follows:

AMENDMENT

24.16.010 Parking Generally

A. Fines: The following fines are hereby set for parking violations:

1. Two-hour zone: per city fine schedule.
2. Double parked: per city fine schedule.
3. Blocking alley: per city fine schedule.
4. Blocking driveway: per city fine schedule.
5. 3:00 a.m.-5:30 a.m.: per city fine schedule.
6. Fire hydrant: per city fine schedule.
7. No-parking zone: per city fine schedule.
8. Improper parking: per city fine schedule.
9. Yellow line: per city fine schedule.
10. On sidewalk or terrace: per city fine schedule.
11. Handicap parking: per city fine schedule.
12. All other violations: per city fine schedule.
13. Parking after a snow storm: per city fine schedule.
14. Improper Parking [Municipal or School parking lots].

It shall be unlawful for any person to park a vehicle in any Municipal or School Parking lot other than in the authorized parking area and within a designated parking stall. No vehicle shall be parked in a traffic lane or parked in any area not marked or designated for vehicle parking. No vehicle shall

park in an area designated as employee or student parking only unless such vehicle displays a current and valid parking permit for such designated space: per city fine schedule.

15. Unauthorized use of parking places reserved for electric vehicles: per city fine schedule.
- B. Separate and Continuous Offenses: All multiple acts shall constitute separate offenses, each subject to penalties as set forth in this Article, and each day that an offense of a continuing nature continues, shall constitute a separate offense.
- C. Notice Of Violation: Each police officer shall attach to a vehicle in violation of this chapter a notice to the owner or operator thereof that such vehicle has been parked in violation of this chapter and instructing such owner or operator to report to the city hall in regard to such violation.
- D. Signs To Be Posted: The director of public works or his/her designee shall cause to be posted on each side within each city block within the commercial district one sign for every 250 feet, the letters of which shall be at least two inches in height, setting forth the hours and time limits within which parking is permitted by this chapter. Said director of public works or his/her designee shall likewise, by appropriate signs or markings, indicate the prohibited parking areas.
- E. Prohibited Parking; Generally: No person shall park any vehicle on any street in violation of parking restrictions designated on the street map of the director of public works or his/her designee, which is on file in the office of the clerk.
- F. Prohibited Parking; Certain Restrictions Of Locations: Notwithstanding any other section of this chapter, no person shall stop, stand, or park a vehicle or any obstacles except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device.
- G. Diagonal Parking: Authority is hereby conferred upon the public works director or his/her designee to determine the angle at which vehicles may be parked and said angle shall be indicated by white lines painted upon the streets or highways where diagonal parking is permitted by this chapter. Notwithstanding anything to the contrary in this chapter permitting diagonal parking, no vehicle exceeding 19 feet in length, measured from the front bumper to the rear bumper of said vehicle, shall be parked diagonally to the curb.
- H. City Municipal Parking Lots:
 1. It shall be unlawful for any person to park any vehicle in any city parking lot in violation of any ordinance or contrary to the rules established by the council for the use of such lot or in any place or manner other than that designated by appropriate signs, the letters of which shall be at least two inches in height and posted at the entrance to each lot.
 2. It shall be unlawful to park any vehicle in a city municipal parking lot for an uninterrupted period longer than 12 hours.
 3. No commercial or freight-carrying vehicle or trailer shall be parked in a city parking lot, except with the consent of a police officer.
 4. All rows in city municipal parking lots are numerically marked with signs. Odd/Even Parking will be in effect April 1st - November 1st on Fridays from

3:00 a.m. - 7:00 a.m. Odd/Even parking will also be in effect after 1" (inch) of snowfall from 7:00 p.m.- 7:00 a.m. to accommodate snow removal. Any vehicle parked in violation of this provision shall be subject to the towing and penalty provisions of this chapter.

I. Time Limit Parking Zones:

1. Authority is hereby conferred upon the director of public works or his/her designee to designate within the limited parking district, not to exceed 20 parking spaces, each of which shall be sufficient to accommodate one vehicle not exceeding 19 feet in length. When said director of public works or his/her designee has designated parking spaces as aforesaid, he/she shall make said designation in writing under his/her name, and file the same with the clerk.
2. No vehicle shall be parked or stopped in any of said parking spaces so designated by said director of public works or his/her designee in excess of the posted time limit.
3. The director of public works or his/her designee shall also cause durable signs, the letters of which shall be at least two inches in height, to be posted at each of the parking spaces designated by him/her, which signs shall indicate that parking is limited to the posted time limit and shall state the hours between which said parking limit shall apply.

J. Taxicab Stands: Notwithstanding anything in this chapter to the contrary, authority is hereby conferred upon the public works director or his/her designee to designate, within the limited parking district, not to exceed three parking spaces to be used exclusively for parking purposes by the owners or operators of taxicabs licensed by the city to operate as such within the city.

K. Parking On Street After Snowstorm:

1. After a snowfall of one inch or more has accumulated on the public streets the following rules will apply:
 - a. Vehicles must be parked on the side of the street where the even-numbered building or house would be located between the hours of 7:00 a.m. on that day and 7:00 a.m. of the following day on even calendar days.
 - b. Vehicles must be parked on that side of the street where odd-numbered building or house would be located between the hours of 7:00 a.m. that day and 7:00 a.m. of the following day on odd calendar days.
 - c. Any person who violates this paragraph shall be fined per the fine schedule.
2. The police departments, and all members thereof assigned to traffic duty, are hereby authorized to remove and tow away by a towing service, any vehicle that is parked except in conformity with the above schedule. Vehicles so towed for illegal parking shall be restored to the owner or operator of such vehicle after the original ticket is paid in full, plus all towing, storage and related costs if such payment is made within 48 hours after the vehicle was removed. For any payment made subsequent to the first 48-hour period, there shall be paid an additional sum established by the city for each additional 48-

hour period. Vehicles not restored to their owners within 15 days shall be considered abandoned vehicles.

L. Restricted Parking, Tenth Street:

1. The following areas are designated as resident-only parking zones:
 - a. Tenth Street, both sides, between Washington Street and Adams Street.
 - b. Jefferson Street, both sides, west of Eighth Street between Eighth and Tenth Streets.
 - c. Madison Street, both sides, between Eighth Street and Tenth Street.
 - d. Ninth Street, both sides, between Washington Street and Adams Street.
2. It is unlawful to park any vehicle in the zones listed above which is not registered in the name of a person that resides within 300 feet of the location in which the vehicle is parked or is not registered in the name of a person who is visiting a resident who lives within 300 feet of the location in which the vehicle is parked. The residence of the registrant of the vehicle shall be the address listed in the most recent state registration of the vehicle.
3. The fine for the first parking violation under this paragraph in any 12-month period shall be per the fine schedule; the fine for up to three additional violations for a total of four in any 12-month period will be per the fine schedule each; and the fine for any violations exceeding four in number in any 12-month period will be per the fine schedule each.

M. Parking In Residential Areas Restricted:

1. Truck tractors, semitrailers, or any combination thereof will only be allowed to park on the street or alley in a residential district for pickup or delivery purposes only.
2. Restricted units other than truck tractors, semitrailers, or any combination thereof will be allowed to park on the city street in a residential district from 6:00 a.m. to 8:00 p.m.
3. The units to which the restrictions apply are truck tractors, recreational vehicles, vehicles with a gross weight rating in excess of 16,000 pounds, camping trailers, semitrailers, recreational trailers, construction trailers, any other trailer, or any equipment that is towed.
4. The penalty for violation of any provision of this paragraph shall be per the fine schedule.
5. The City Manager, Director of Public Works, or Chief of Police may grant temporary parking of restricted units in residential areas upon request.

6.

N. Penalties:

1. The fines for violations in this chapter shall be paid to the city within seven (7) business days of the posting of such notice, and two times the original fine if paid more than fourteen (14) business days after the posting of such notice but prior to the filing of a complaint.

2. If the penalty specified in this chapter is not paid within seven days of the posting of such notice, the chief of police shall send notice to the registered owner of the vehicle by regular U.S. Postal Service, postage paid. Such notice shall be in the form approved by the council. Failure to send such notice or failure of the registered owner to receive same shall not excuse the payment of such penalty nor shall the chief of police be prohibited from initiating prosecution for any violation of this chapter. If the penalty is paid within seven days after the mailing of such notice, the chief of police is authorized to refrain from instituting prosecution of the alleged offense involved.

3. It shall be unlawful for either the owner or operator of the vehicle to fail to pay the penalties prescribed in this chapter or to violate any provision of this chapter.

(Code 1970, §§ 9-5-1, 9-5-3, 9-5-8-9-5-11, 9-5-13, Code 1987, §§ 10-41-10-50, 10-54-10-56; Ord. No. 875, § 9-5-18, 1-24-1983; Ord. No. 1080, 7-24-1995; Ord. No. 1151, 9-25-2000; Ord. of 9-8-2003; Ord. No. 2008-6, 9-8-2008; Ord. No. 09-111, 9-14-2009; Ord. No. 2012-107, 7-24-2012; Ord. No. 2012-108, 8-14-2012)

State Law reference— Penalties for ordinance violations, 65 ILCS 5/1-2-1 et seq.

SECTION 2: AMENDMENT “2.24.010 Planning And Zoning Commission” of the City of Oregon Municipal Code is hereby *amended* as follows:

AMENDMENT

2.24.010 Planning And Zoning Commission

- A. Created: In order that adequate provisions may be made for the preparation of a comprehensive city plan for the guidance, direction and control of the growth and development of the city, a planning and zoning commission is hereby created under authority of 65 ILCS 5.
- B. Membership:
 - 1. The membership of the planning and zoning commission shall include the following: The mayor, who shall be an ex officio member without power to vote; ~~one member of the city council appointed by the mayor~~; and ~~six~~ seven members who shall be appointed by the mayor on the basis of their particular

USS DUCKS SOLAR, LLC
ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT (this “Agreement”), made and entered into this 13th day of September, 2023, by and between the City of Oregon, an Illinois Municipal corporation (hereinafter referred to as the “City”), by and through its Mayor and City Council (herein the “Corporate Authorities”), Daniel E. Luepkes (hereinafter referred to as the Current Owner”) and USS Ducks Solar, LLC, a Delaware limited liability company (hereinafter referred to as the “Beneficial Owner”). The City and the Beneficial Owner shall be referred to in this Agreement individually as a “Party” and collectively as the “Parties”.

RECITALS

A. Under written Option to Lease, Lease and Solar Easement (the “Lease Agreement”) with the Current Owner, the Beneficial Owner is the holder of an option to lease and develop the real property which is the subject of this Agreement, consisting of one parcel containing approximately 70.64 acres, more or less, in total located in unincorporated Ogle County, Illinois on the South side of Oregon Trail Road contiguous to westernmost edge of the corporate boundaries of the City. The Property is legally described in **Exhibit A** attached hereto and made a part hereof, and assigned a Permanent Index Number of 16-04-151-004, which the Beneficial Owner represents to the City consists of 70.64 acres in total (collectively, the “Property”); and

B. The Property constitutes land which is contiguous to and may be annexed to the City, as provided in Illinois Municipal Code (see Paragraph 10) 65 ILCS 5/7-1-1; and

C. The Current Owner and Beneficial Owner desire that, pursuant to the Lease Agreement, the Property be annexed to the City and developed under the terms and conditions of this Agreement for the construction and operation of a solar electric generating facility (the “SEGF”) for purposes of generating electrical energy for sale on the electric grid; and

D. The Corporate Authorities have concluded that the annexation of the Property to the City, under the terms and conditions hereinafter set forth, would enable the City to control development of the area and best serve the interest of the City; and

E. Pursuant to the provisions of Illinois Municipal Code 65 ILCS 5/11-15.1-1, *et seq.*, this proposed annexation agreement was submitted to the Corporate Authorities, and all required public hearings were held thereon pursuant to proper notices, as required by law; and

F. Pursuant to the provisions of Illinois Municipal Code 65 ILCS 5/11-13-1, *et seq.*, and Section 32.08.030 of the City Code, the Corporate Authorities of the City have held a public hearing on the proposed zoning of the Property and the granting of a variance authorizing Beneficial Owner’s proposed use of the Property; and

G. The Beneficial Owner and Current Owner have executed and filed with the City a Petition for Annexation and have represented that they have the authority to move forward with the petition and annexation of the Property to the City (the "Annexation"); and

H. The City, Current Owner and Beneficial Owner have performed or will perform and execute all acts required by law to effectuate the Annexation; and

I. It is understood and agreed that this Agreement in its entirety, together with the Petition for Annexation, shall be null, void and of no force or effect unless the Property is validly annexed, zoned and classified by proper City ordinances before the SEGF commences operation and power generation, all as herein provided; and

J. This Agreement is made pursuant to and in accordance with the provisions of Sections 11-15.1-1, *et seq.*, of the Illinois Municipal Code (65 ILCS 5/11-15.1-1, *et seq.*).

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

A. OBLIGATIONS OF THE CITY.

1. Annexation Agreement. The City shall adopt an Ordinance approving this Agreement.

2. Annexation. The Annexation shall be completed upon each of the following conditions precedent occurring no later than November 1, 2023: (i) the City's receiving written notice from the Beneficial Owner that the Beneficial Owner's leasehold interest in the Property, as set forth in the Lease Agreement, as well as all offsite easements necessary for the operation of the solar generating facilities to be situated on the Property, are in full force and effect, (ii) the City's receiving the plat of annexation from the Beneficial Owner, prepared at the Beneficial Owner's cost, and (iii) the City's adopting an ordinance annexing the Property, which the City shall do promptly after and upon the occurrence of completion of the conditions in (i) and (ii). This Agreement shall be deemed terminated as of November 1, 2023, if each of the three conditions have not been completed by such date, and neither the City nor the Current Owner or Beneficial Owner shall have any further obligations hereunder, except for those obligations pursuant to Section B(9) of this Agreement. Time is of the essence.

3. Zoning and Special Use. The City shall also adopt an ordinance or ordinances to zone the Property (collectively, the "Ordinance"), effective upon completion of the Annexation, as set forth below:

Subject to the conditions and provision of this Agreement, upon completion of the Annexation, the City shall adopt an ordinance amending the City's Zoning Map to include the Property as part of the City under the R-1 Residential District. The City shall also adopt an ordinance to adopt a variance for this project only to add Solar Farm for solar electrical production as a Special Use under the R-1 Residential District, subject to

the conditions determined by the City to be required for Solar Farms, for a twenty-year term. The Beneficial Owner may petition the City to renew the Special Use for solar electrical production one or more times for up to an additional aggregate of twenty (20) years; provided, however, that each such extension is pursued and completed prior to the expiration of the then current term for such Special Use. This Agreement and the Special Use to be granted as contemplated by this Agreement are subject to compliance by the Beneficial Owner with each of its obligations and conditions hereunder and pursuant to the Special Use ordinance adopted by the City. The Special Use granted to Beneficial Owner shall be consistent and governed by the Development Standards regulating height, setbacks, yard area requirements, approved solar components, lighting, stormwater management, vegetative cover/fencing, decommissioning and such other miscellaneous provisions as may be required by the City. The Development Standards are attached hereto and made a part hereof as **Exhibit B**.

B. OBLIGATIONS OF THE OWNER.

1. Permits. Prior to commencement of construction by the Beneficial Owner of a SEGF on the Property, the Beneficial Owner shall obtain a building permit from the City.

2. Engineering and Planning Documents. The improvements on the Property shall be in general compliance with the site plan prepared by Westwood Professional Services, consisting of 10 pages, assigned job no. R0041281.00, with a most recent revision date of October 6, 2023 (the "Site Plan"), which is incorporated herein by this reference. The Site Plan, among other things, designates an area on the Property where Beneficial Owner may conduct any activities necessary to develop, construct, operate and maintain the SEGF (the "Development Boundary").

3. Chemical Storage. No chemicals, oils, fuels, or items or products of a similar nature, except those needed for ordinary operational activities, shall be stored or kept on the Property.

4. Days and Hours of Operation. Operations at the Property, excluding construction of the SEGF, shall be permitted to occur twenty-four (24) hours per day, seven (7) days per week, year-round. Construction on the Property shall only take place from 7:30 a.m. to 6:00 p.m.

5. Entrances. The entrances to the Property as set forth in the Site Plan shall remain unchanged without permission from the City.

6. Fencing. The Beneficial Owner shall cause the external boundaries of the SEGF to be enclosed by a fence. A gate shall be placed at the main entrance that will be kept locked whenever the Beneficial Owner or operator, or their agent, is not on site.

7. Compliance with Federal, State, County and City Regulations. The Beneficial Owner shall comply with all applicable federal, state, county and City regulatory requirements.

8. Site Maintenance. The Property shall be maintained in a neat and orderly condition, free of all debris, junk, trash, waste products or materials, and abandoned equipment which are no longer used, or capable of being used, by the Beneficial Owner in its operations. Buildings, if any, shall be maintained in good repair and appearance. Fences shall be maintained to present a neat appearance free from all litter.

9. Inspection. During the term of the Special Use granted herein, the City shall have access to the Property upon reasonable telephonic notice to the Beneficial Owner to enable the City to monitor compliance with this Agreement and applicable law. No inspection fees will be required for the duration of this Agreement. For purposes of this paragraph, "inspection fees" does not mean "fines, fees, penalties and court costs" associated with any statutory, code, or ordinance enforcement action by the City.

The Beneficial Owner shall provide the City with a contact name and telephone number for emergencies or for the City to access the Property as well as the code to access the Property.

10. Professionals' Fees. The Beneficial Owner agrees to reimburse the City for the City's attorneys' fees, engineering consultant's costs, and any other professional costs incurred by the City in connection with the application for zoning and annexation approval, and the monitoring of this Agreement. Upon written request by the Beneficial Owner, the City shall furnish detailed invoices for services provided by the City's retained consultants. The obligations pursuant to this Section survive the termination of the Agreement in the event annexation is not completed as provided in Section A (3).

A. The City acknowledges the receipt and initial sufficiency of deposits paid by the Beneficial Owner prior to the commencement of the annexation and zoning proceedings to begin defraying the costs of engineering, planning and legal services for the City as incurred. The City shall provide receipts to the Beneficial Owner for such deposits, notify the Beneficial Owner should deposits become depleted, and provide Beneficial Owner with an accounting of such deposits, at least annually, held in escrow by the City and used to defray such incurred costs of the City. If depleted deposits are not replenished upon notice from the City, no additional engineering plan submittals shall be reviewed or approved, no new building, occupancy or any other permits shall be reviewed or approved, and no other action upon a request or application of Owner or Beneficial Owner shall be reviewed and approved until said deposits are restored.

B. Other fees as may be required and established by the City Council from time to time and in effect at the time of building permit issuance shall be paid by the Beneficial Owner provided fees are established by ordinance and applied equally to all development of a similar nature in the City.

1. Fees Payable to the City. The Beneficial Owner shall pay an annexation and variance fee totaling \$900.00. Said fee shall be paid in full in advance of the public hearing held at the Planning Commission meeting on October 24, 2022.

C. MISCELLANEOUS

1. General Application of Ordinances. Except as otherwise specified herein, all City ordinances of general applicability shall apply to the Property, the Beneficial Owner and all successors and assigns in title.

2. Less Restrictive Ordinances or Codes. If during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, the City's regulations affecting the zoning, construction of improvements or any other development of any kind or character upon the Property are amended or modified in a manner to impose less restrictive requirements on development of, or construction upon, properties in similarly zoned and developed parcels within the City not subject to annexation agreements, then at the Beneficial Owner's election the less restrictive requirements shall be binding upon the Beneficial Owner, its successors and assigns.

3. More Restrictive Ordinances or Codes. If during the term of this Agreement, except as otherwise specifically agreed upon in this Agreement, any existing, amended, modified or new ordinances, codes or regulations affecting the zoning, subdivision, development, construction of improvements, buildings or appurtenances, or any other development of any kind or character upon the Property are amended or modified in a manner to impose more restrictive requirements on zoning, subdivision, development of, or construction of improvements, buildings or appurtenance upon, properties in similarly zoned and developed parcels within the City not subject to annexation agreements, then the more restrictive requirements shall be binding upon the Beneficial Owner, its successors and assigns and anything to the contrary contained herein notwithstanding, the development of, or construction upon, the Property shall be subject to the more restrictive amendment or modification. Notwithstanding the foregoing, absent any additions to, or material modifications of, the SEGF in the future, the SEGF shall only be required to comply with the ordinances, codes or regulations in effect as of the date of this Agreement.

- a. All applicable standards of Oregon City Code 32.33.050 Commercial/Large Scale Solar Farms (SES) will apply except: H. Setbacks: Solar panels shall be kept at least (250) feet instead of (500) feet from a residence that is not part of the Special Use Permit, and L. Decommissioning of Solar Farm: a. Removal of the following within (12) months instead of (6) months.

4. Grandfathering. During the term of this Agreement, and for any subsequent renewal period, the Current Owner, the Beneficial Owner, and their respective successors in title, shall be allowed to maintain the use of farming on the Property.

5. Covenants Running with the Land. The covenants and agreements contained in this Agreement shall inure to the benefit of and be binding upon the successors in title and assigns of the Current Owner and the Beneficial Owner and each of them, and upon the successor Corporate Authorities and each of them, and upon the successor municipalities of the City, and shall constitute covenants running with the land.

6. Term. ~~This Agreement shall be valid and binding upon the Parties hereto, their respective successors and assigns, for a term ending twenty (20) years after commencing as of~~

~~the date hereof. The term of the Lease shall commence upon the Lease Commencement Date and continue until 11:59 pm on the twentieth (20th) anniversary of the Commercial Operation Date, unless terminated earlier or extended. At Lessee's option the Lease Term may be extended in 5-year increments (maximum of 4 extensions).~~

7. Severability. If any provision of this Agreement, other than the provisions relating to the requested zoning changes and the ordinances adopted in connection therewith, is held invalid by any court of competent jurisdiction, such provision shall be deemed to be excised here from and the invalidity thereof shall not affect any of the other provisions contained herein.

8. Prior Agreements. This Agreement supersedes all prior agreements, negotiations and exhibits which conflict herewith, and is a full integration of the entire agreement of the Parties.

9. Amendment. ~~This Agreement may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the City approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest. The Parties acknowledge that certain future amendments may affect only a portion of the Property. In such event, this Agreement may be amended by written agreement between the City and the legal owner of fee title to that portion of the Property which are subject to and affected by such amendment as provided by law; provided, however, that such amendment, if not executed by the then owner of other portions of the Property, shall in no manner alter, amend, or modify any of the rights, duties or obligations as set forth in this Agreement as they pertain to such other portions of the Property.~~ This Agreement may be amended only by the mutual consent of the Parties, by adoption of an ordinance by the City approving said amendment as provided by law, and by the execution of said amendment by the Parties or their successors in interest. The Parties acknowledge that certain future amendments may affect only a portion of the Property **not subject to the Lease Agreement.** In such event, this Agreement may be amended by written agreement between the City and the legal owner of fee title to that portion of the Property which are subject to and affected by such amendment as provided by law; provided, however, that such amendment, if not executed by the then owner of other portions of the Property, shall in no manner alter, amend, or modify any of the rights, duties or obligations as set forth in this Agreement as they pertain to such other portions of the Property.

10. Enforceability. In the event that either Party files suit to enforce the terms hereof, the prevailing Party shall be entitled to recover, as part of the costs otherwise allowed, its reasonable attorney's fees incurred therein.

11. Waiver. The failure of any Party to insist, in any one or more instances, upon performance of any terms or conditions of this Agreement, shall not be construed as a waiver of future strict performance of any such term, covenant or condition and the obligations of the other Party shall continue in full force and effect.

12. Notice. Unless notified in writing, all notices, requests and demands shall be in writing and shall be delivered to or mailed by certified mail, return receipt requested, postage prepaid, as follows:

To the City: City of Oregon
115 N. 3rd Street
Oregon, Illinois 61061
Attention: Darin DeHaan, City Manager

With a copy to: Paul E. Chadwick
Fearer, Nye & Chadwick
420 4th Ave.
Rochelle, IL 61068

To the Beneficial Owner: USS Ducks Solar, LLC
100 N. 6th Street, Suite 410B
Minneapolis, MN 55403
Attention: notices@us-solar.com

With a copy to: Bruce A. Bedwell, Esq.
U.S. Solar Corporation
100 N. 6th Street, Suite 410B
Minneapolis, MN 55403

To the Current Owner: Daniel E. Luepkes
1132 S. Marsh Road
Chana, IL 61015

With a copy to: David A. Smith
129 S. 4th Street
Oregon, IL 61061

The signed return receipt or an affidavit of mailing or proof of service shall be sufficient proof of delivery for all purposes.

13. Venue. Each proceeding pursuant to or in connection with this Agreement or amendment thereto shall be brought in the 15th Judicial Circuit, Ogle County, Illinois, and the City and the Beneficial Owner hereby consent to jurisdiction and venue in that Court. This Agreement has been negotiated, executed and delivered at and shall be deemed to have been made in the City of Oregon, Ogle County, Illinois. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, regardless of any present or future domicile or principal place of business of the Beneficial Owner. The Beneficial Owner and the City hereby consent and agree that the Circuit Court of Ogle County, Illinois, shall have exclusive jurisdiction to hear and determine any claims or disputes between the City and the Beneficial Owner pertaining to this Agreement or to any matter arising out of or related to this Agreement. The Beneficial Owner and the City expressly submit and consent in advance to such jurisdiction in any action or suit commenced in such court, and the Beneficial Owner and the City hereby waive any objection which the Beneficial Owner and the City may have based upon lack of personal jurisdiction, improper venue or *forum non conveniens*.

14. Sale of Property. It is expressly understood and agreed that the Current Owner's ability to sell or convey all or any part of the Property may be restricted by the terms of the Lease Agreement. If, however, the Current Owner does sell or convey all or any part of the Property for the purposes of development, upon each such sale or conveyance, the purchaser shall be bound by the obligations and entitled to the benefits of this Agreement with respect to the part of the Property sold or conveyed. The Current Owner shall notify the City of such purchase or agreement or assumption of responsibilities. A selling owner of all or any portion of the Property, however, shall only be released where:

- a) Provision has been made that all such public improvements to be installed by the time of the sale and as required by this Agreement or City ordinance for the development of the portion of the Property being sold will be installed and guaranteed in accordance with this Agreement and the ordinances of the City; and
- b) The City has remaining in place assurances of performance to assure the City that any development responsibilities started but not yet satisfactorily completed by the Beneficial Owner anywhere on or offsite of the Property will be completed as well as other existing obligations of the Beneficial Owner to the City such as fees due and owing to the City will be paid and any outstanding ordinance violations will be corrected; and
- c) Any outstanding monetary obligations of the Beneficial Owner due and payable to the City as of the time of conveyance have been satisfied in full; and
- d) There does not currently exist any uncured violation by Beneficial Owner or Current Owner of the City's ordinances or this Agreement.

15. Consent of Lender. The Current Owner or Beneficial Owner shall provide the City with written approval satisfactory to the City of any mortgagee, lien holder or holder of any security interest, affecting title to the Property or any part thereof so that this Agreement shall be superior to any such mortgage, lien or other security interest and Current Owner or Beneficial Owner shall provide same to the City prior to execution and recording of this Agreement.

16. Current Owner's Agreement Not to Disconnect the Property. Notwithstanding any rights that the Current Owner may have to disconnect the Property from the City pursuant to the Illinois Municipal Code (the "Code"), including but not limited to Section 7-3-6 of the Code, the Current Owner agrees to i) waive any and all rights to disconnect the Property from the City in exchange for the benefits conferred upon the Property by this Agreement and ii) not to, at any time, seek to disconnect the Property from the City.

17. Time of Essence. It is understood and agreed by the Parties that time is of the essence to this Agreement, and that the Parties will make every reasonable effort, including the calling of special meetings, to expedite the matter. It is further understood and agreed by the Parties that the successful consummation of this Agreement requires their continued cooperation.

18. Indemnity. The Current Owner and Beneficial Owner shall defend, indemnify and hold harmless the City, its past, present and future officers, employees and agents (hereinafter "City Indemnitees") from and against all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorneys' fees, arising out of and in connection with this Agreement and the annexation and development of the Property.

19. Temporary Code Waiver. The Beneficial Owner is hereby authorized to install well and septic systems to provide potable water and washroom facilities for any non-agricultural use of the Property for its employees, agents and guests. If Beneficial Owner has installed such systems or otherwise requires water and septic services for any non-agricultural use of the Property, and public water or sewer facilities of the City are located within 250 feet of the Property, then Beneficial Owner shall connect to such public water or sewer facilities at Beneficial Owner's cost and terminate the use of its self-installed septic and well system if directed by the City as determined in the City's sole discretion. .

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. This Agreement may be transmitted via facsimile or other similar electronic means and a signature of the undersigned transmitted via such means shall be deemed an original signature for all purposes and have the same force and effect as a manually-signed original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

USS DUCKS SOLAR, LLC,
Beneficial Owner

CITY OF OREGON,

By: _____
Reed Richerson, Vice President

By: _____
Ken Williams, Mayor

ATTEST:

Daniel E. Luepkes,
Current Owner

By: _____
Cheryl Hilton, City Clerk

Prepared by:
Paul E. Chadwick
FEARER, NYE & CHADWICK
420 Fourth Avenue
Rochelle, IL 61068
Ph: (815) 562-2156

STATE OF _____)
)
COUNTY OF _____)

I, _____, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Ryan Magnoni is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and official seal, the _____ day of _____, ~~2022~~2023.

Notary Public

(Notary Stamp)

STATE OF ILLINOIS)
)
COUNTY OF OGLE)

I, _____, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Daniel E. Luepkes is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and official seal, the _____ day of _____, ~~2022~~2023.

Notary Public

(Notary Stamp)

STATE OF ILLINOIS)
)
COUNTY OF OGLE)

I, _____, a Notary Public in and for said county, in the state aforesaid, do hereby certify that Ken Williams, Mayor of the City of Oregon, and Cheryl Hilton, the Clerk of the City of Oregon, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under by hand and official seal, the ____ day of _____, ~~2022~~2023.

Notary Public

(Notary Stamp)

EXHIBIT A
LEGAL DESCRIPTION

Such tracts or farms of land, situated in Oregon-Nashua Township, Ogle County, Illinois (Tax Identification number 16-04-151-004) bounded and described as follows:

PROPERTY CODE: 16-04-151-004 AND LEGALLY DESCRIBED AS:

PART OF GOVERNMENT LOTS ONE (1), TWO (2), AND THREE (3) OF THE NORTHWEST FRACTIONAL QUARTER (1/4) OF SECTION 4, TOWNSHIP 23 NORTH, RANGE 10 EAST OF THE FOURTH PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4), SAID POINT BEING 1726.26 FEET WEST OF THE SOUTHEAST CORNER OF GOVERNMENT LOT ONE (1); THENCE NORTHERLY AT AN ANGLE OF 87 DEGREES 38 MINUTES 39 SECONDS AS MEASURED COUNTERCLOCKWISE FROM THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4), A DISTANCE OF 3150.58 FEET (3150.54 = DEED), TO THE CENTERLINE OF OREGON TRAIL ROAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, AT AN ANGLE OF 101 DEGREES 21 MINUTES 01 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 910.14 FEET TO THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER 91/4); THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4), AT AN ANGLE OF 78 DEGREES 36 MINUTES 19 SECONDS, AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 3366.29 FEET TO THE SOUTHWEST CORNER OF SAID GOVERNMENT LOT ONE (1) OF SAID NORTHWEST FRACTIONAL QUARTER (1/4); THENCE EASTERLY, ALONG THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL QUARTER (1/4) AT AN ANGLE OF 87 DEGREES 41 MINUTES 20 SECONDS, AS MEASURED CLOCKWISE FROM THE PREVIOUS COURSE, A DISTANCE OF 890.47 FEET TO THE POINT OF BEGINNING; SITUATED IN THE COUNTY OF OGLE AND THE STATE OF ILLINOIS.

PIN: 16-04-151-004

SUBJECT TO: Covenants, conditions and restrictions of record and taxes for the year 2010 and subsequent years.

EXHIBIT B
USS DUCKS SOLAR LLC - DEVELOPMENT STANDARDS FOR SOLAR FARM
RESPONSES SEPTEMBER 6, 2023

Development Standards

The following standards shall apply to a solar farm:

Ground mount solar energy systems that are the primary use of the lot, designed for providing energy to off-site uses, or export to the wholesale market require a Special Use permit in the rural residential and industrial districts. The following information shall also be submitted as part of the application:

A.A site plan with existing conditions showing the following:

- 1) Existing property lines with the names of adjacent property owners and the current use of those properties.

USS Ducks Solar LLC Response: Properties lines provided on the site plan and ALTA. • East property owner: Daniel E. Luepkes

- South and Southwest property owners: Douglas A. Belha
- West property owner: Robert E. and Crete E. Lefevre Trustees
- Northwest property owner: Estate of Barbara Williams
- Northeast property owner: Oregon Abrahamic Church of God

- 2) Existing public and private roads, showing widths of the road and any associated easements.

USS Ducks Solar LLC Response: Public roads and any easements shown on the site plan and ALTA.

- 3) Location and size of any wells and sewage treatment systems, both in use and abandoned.

USS Ducks Solar LLC Response: One well was found on the site and is shown on the site plan and ALTA.

- 4) Location of utilities and pipelines.

USS Ducks Solar LLC Response: All utilities are shown on the site plan and ALTA. No pipelines were found.

- 5) Existing buildings and impervious surfaces.

USS Ducks Solar LLC Response: No existing buildings are present within the subject parcel. The proposed gravel access road is the only impervious area and is shown on the site plan.

- 6) A contour map showing topography. A contour map of surrounding properties may also be required. Contour maps should be at 2-foot intervals where available.

USS Ducks Solar LLC Response: Contours shows on site plan.

- 7) Existing vegetation (list type and percent of coverage: i.e. cropland/plowed fields, grassland, wooded areas, etc.)

USS Ducks Solar LLC Response: 100% cropland

- 8) Any delineated wetland boundaries.

USS Ducks Solar LLC Response: None were delineated.

- 9) A copy of the current FEMA FIRM maps that shows the subject property including the one-hundred-year flood elevation and any regulated flood protection elevation, if available.

USS Ducks Solar LLC Response: Outside of any FEMA designation

- 10) Surface water drainage patterns.

USS Ducks Solar LLC Response: From the contoured site plan the site drains to the west and south

- 11) The location of any subsurface drainage tiles, lines, pipes, tubing, etc.

USS Ducks Solar LLC Response: Landowner is not aware of any drain tiles on the property.

- 12) The location of mines both active and abandoned.

USS Ducks Solar LLC Response: None were identified.

B. A site plan of proposed conditions showing the following:

- 1) Location and spacing of the solar panels and their setbacks.

USS Ducks Solar LLC Response: Yes

- 2) Location of access roads.

USS Ducks Solar LLC Response: Yes

- 3) Location of underground or overhead electric lines connecting the solar farm to a building, substation, or other electric load.

USS Ducks Solar LLC Response: Yes

- 4) New electrical equipment other than at the existing building or substation that is to be the connection point for the solar farm.

USS Ducks Solar LLC Response: Yes

C. Fencing and Weed/Grass Control:

- 1) The applicant shall submit an acceptable weed/grass control plan for property inside and outside the fenced area for the entire property. The operating company or successor during the operation of the solar farm shall adhere to the approved weed/grass control plan.

USS Ducks Solar LLC Response: Agrees

- 2) Perimeter fencing having a minimum height of eight (8) feet and a maximum height of ten (10) feet shall be installed around the boundary of the solar farm. The fence shall contain appropriate warning signage that is posted such that it is clearly visible on the site. The following shall be provided at the locked entrance:
 - A visible "High Voltage" warning sign • USS Ducks Solar LLC Response: Agrees
 - Name(s) and phone number(s) for the electric utility provider • USS Ducks Solar LLC Response: Agrees
 - Name(s) and phone number(s) for the site operator • USS Ducks Solar LLC Response: Agrees
 - Name(s) and phone number(s) in case of emergency • USS Ducks Solar LLC Response: Agrees
 - The facility's 911 address and GPS coordinates • USS Ducks Solar LLC Response: Agrees
 - A knox box with keys • USS Ducks Solar LLC Response: Agrees
- 3) The applicant shall maintain the fence and adhere to the approved weed/grass control plan and comply with Section 12.16.020 of the Oregon Municipal Code.

USS Ducks Solar LLC Response: Agrees

D. Lighting:

- 1) If lighting is provided at the project site, the lighting shall be shielded and downcast such that the light does not spill onto the adjacent parcel.

USS Ducks Solar LLC Response: No lights are proposed for this project.

E. Outdoor Storage:

- 1) Only the outdoor storage of materials, vehicles, and equipment that directly support the operation and maintenance of the solar farm shall be allowed.

USS Ducks Solar LLC Response: The only storage material that will permanently remain on site is the BESS (Battery Energy Storage System) container.

F. Manufacturer's Specifications:

- 1) The manufacturer's specifications and recommended installation methods for all major equipment, including solar panels, mounting systems, and foundations for poles and racks.

USS Ducks Solar LLC Response: Will be provided to the city during the approval of our building permit.

G. Connection and Interconnection:

- 1) A description of the method of connecting the solar array to a building or substation.

USS Ducks Solar LLC Response: Interconnection will come from the 3Phase electrical wires that exist along Oregon Trail Road. Minor upgrades will occur at the substation in the city of Oregon, along the electrical line, and at the site.

- 2) Utility interconnection details and a copy of written notification to the utility company requesting the proposed interconnection.

USS Ducks Solar LLC Response: An interconnection agreement was executed by ComEd and USS Ducks Solar LLC on April 26, 2023. The anticipated operations date is set for August 1, 2024.

H. Setbacks:

- 1) A minimum of fifty (50) feet must be maintained on all property lines. Solar panels shall be kept at least five hundred (500) feet from a residence that is not part of the Special Use permit.

USS Ducks Solar LLC Response: A minimum of 50-foot setback is maintained from all property lines. A minimum of a 360-foot setback is maintained from all nonparticipating residential structures to the edge of the nearest solar panel. On October 25, 2022, a 300-foot setback was presented by USS Ducks Solar LLC and approved by the City of Oregon Board.

I. Fire Protection:

- 1) A fire protection plan for the construction and the operation of the facility, and emergency access to the site.

USS Ducks Solar LLC Response: Standards will be met prior to the issuance of the building permit.

J. Endangered Species and Wetland:

- 1) Solar Farm developers shall be required to initiate a natural resource review consultation with the Illinois Department of Natural Resources (IDNR) through the Department's online EcoCat Program. Areas reviewed through this process will be endangered species and wetlands. The cost of the EcoCat consultation shall be borne by the developer.

USS Ducks Solar LLC Response: EcoCat has been performed it the NDR concluded that adverse effects are unlikely.

K. Road Use Agreements:

- 1) All routes on either county or road districts roads that will be used for the construction and maintenance purposes shall be identified on the site plan. All routes for either ingress or egress need to be shown. The routing shall be approved subject to the approval of the Oregon City Engineer. The solar farm developer must complete and provide a preconstruction baseline survey to determine existing road conditions for assessing potential future damage due to development related traffic. The developer shall provide a road repair plan to ameliorate any and all damage, installation, or replacement of roads that might be required by the developer. The developer shall

provide a letter of credit or surety bond in an amount and form approved by the appropriate highway authority(s) officials when warranted.

USS Ducks Solar LLC Response: A road use agreement will be agreed upon when the project is submitting for building permits.

L. Decommissioning of the Solar Farm:

- 1) The developer shall provide a decommissioning plan for the anticipated service life of the facility or in the event the facility is abandoned or has reached its life expectancy. If the solar farm is out of service or not producing electrical energy for a period of twelve (12) months, it will be deemed nonoperational, and decommissioning and removal of that facility will need to commence according to the decommissioning plan as provided and approved. A cost estimate for the decommissioning of the facility and restoration of land shall be prepared by a professional engineer or contractor who has expertise in the removal of the solar farm. The decommissioning cost shall be made by a cash, surety bond, escrow account, or irrevocable letter of credit before construction commences. Further, a restoration plan shall be provided for the site with the application. The decommissioning plan shall have the following provided:

- a. Removal of the following within six (6) months. USS Ducks Solar LLC Response: We would like to ask for 12 months to match the AIMA:

- i. All solar collectors and components, above ground improvements, and outside storage. • USS Ducks Solar LLC Response: Agrees

- ii. Foundations, pads and underground electrical wires; reclaim site to a depth of no less than five (5) feet below the surface of the ground. • USS Ducks Solar LLC Response: Agrees

- iii. Hazardous material from the property and disposed of in accordance with Federal and State law. • USS Ducks Solar LLC Response: Agrees

- b. The decommissioning and restoration plan shall also recite an agreement between the applicant and the city that:

- i. The financial resources for decommissioning shall be in the form of a surety bond, escrow account, or other acceptable form of funds approved by the Building Inspector. • USS Ducks Solar LLC Response: Agrees

- ii. A written agreement will be prepared which establishes upon what conditions the funds will be disbursed. • USS Ducks Solar LLC Response: Agrees

- ii. The City shall have access to the account funds for the expressed purpose of completing decommissioning if decommissioning is not completed by the applicant within six (6) months (USS Ducks Solar LLC Response: We would like to ask for 12 months to match the AIMA) of the end of project life or facility abandonment.

- iv. The City is granted the right of entry onto the site, pursuant to reasonable notice, to effect or complete decommissioning. • USS Ducks Solar LLC Response: Agrees

v. The City is granted the right to seek injunctive relief to effect or complete decommissioning, as well as the City's right to seek reimbursement from applicant or applicant successor for decommissioning costs in excess of the amount deposited in the account and to file a lien against any real estate owned by the applicant or applicant successor, or in which they have an interest, for the amount of the excess, and to take all steps allowed by law to enforce said lien. • **USS Ducks Solar LLC Response: Agrees**

vi. The terms of the decommissioning plan shall be binding upon the owner/operator and any of their successors, assigns, or heirs. • **USS Ducks Solar LLC Response: Agrees**

vii. Financial provisions shall not be so onerous as to make solar power projects unfeasible. • **USS Ducks Solar LLC Response: Agrees**

- 2) The developer shall provide the City with a new estimate of the cost of decommissioning the SES project every five years. Salvage value of structures, electrical wire, and other appurtenances shall be considered within the cost estimate calculations. Upon receipt of the new estimate, the City will have the right to require a new financial plan for decommissioning acceptable to the county. Failure to provide an acceptable financial plan shall be considered a cessation of operations.

USS Ducks Solar LLC Response: Agrees

- 3) The developer must agree to an Agricultural Impact Mitigation Agreement (AIMA) with the Illinois Department of Agriculture.

USS Ducks Solar LLC Response: The AIMA has been submitted for and is awaiting issuance.



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

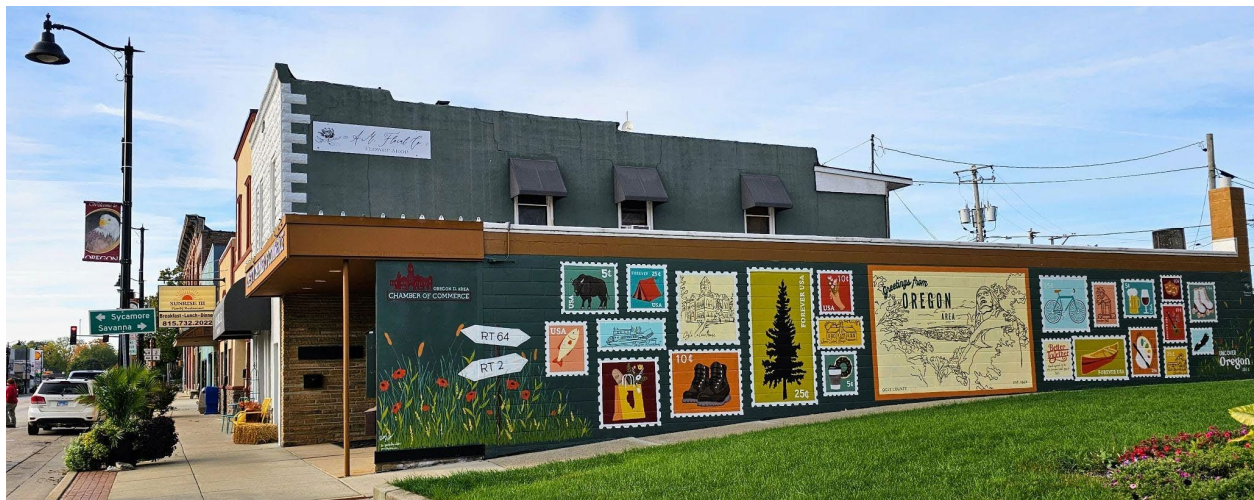
DATE: Oct 24, 2023

I am pleased to provide Mayor Williams and the Oregon City Council with the following synopsis of City Business for – Oct 7, 2023 –Oct 20, 2023

Submitted by Darin DeHaan - City Manager:

- I continue to work with PW Dir. Bill Covell on our upcoming sewer plant headworks project. We are in the process of looking at a needed update to our sewer plant. Some initial engineering has been done and we continue to look at estimated costs. More information will be available soon.
- I presented the position of the Ogle County Economic Development Corporation to the Ogle County Board Finance Committee. I enjoyed sharing my passion for this new economic development engine for Oregon and all of Ogle County.
- I joined Mayor Williams and Council member Terry Shuster as well as other community leaders across Ogle County for a discussion about Rural Economic Development with Professor White White with the University of Illinois. Thank you to Mike Delany with the University of Illinois Extension Office for inviting us and hosting the great discussion.
- I met with public works and Cheryl to continue to strategize on our lead line survey work. We are hopeful that we will receive a grant for the survey portion of the requirements.
- I had several discussions with potential new businesses looking for locations for rent. I'm always excited to discuss business ideas with entrepreneurs.
- We held an AOP debriefing with Public Works and the Police Department. We discussed minor adjustments that we need to make to our plan which will be discussed with the AOP board next week. We look forward to their perspectives and insights going forward.
- I have hired SUND OG IT solutions out of Dekalb as our new IT provider. They will provide a full audit of our cybersecurity initiatives and will be deploying new cloud based applications for the city departments.

- Our first ARPA payment for mural grants was issued this week for the Oregon Area Chamber of Commerce Mural. We are working with the other mural applicants to provide the funding they were awarded.
- Chris Manheim and I met with a riverfront property owner and continue to work with them to strategize on the sale of their riverfront property as well as help with envisioning potential commercial development of that space.
- Bid opening for the demo of the old Dayton Superior space is slated for Monday Oct. 30th at 1:00 p.m. So far 6 bid packets have been accessed.
- I would like to publicly thank Council Member Terry Schuster for his work to get updated photographs of Oregon showing our Fall beauty. I needed some pictures for an upcoming article on Oregon, for the OCEDC Executive Director hiring brochure as well as social media and website use. Thank you Terry!





City Hall:

- Brush pickup is scheduled for October 30th, 2023
- September water/sewer/garbage bills were mailed on October 18th and will be due on November 10th

Economic and Community Development Committee:

Next meeting 11/7/23 at 5:00 p.m. Oregon City Hall Conference Room

Sustainability Committee:

Next meeting 11/13/23 at 9:00 a.m. Oregon City Hall Conference Room - We have contracted with [Region 1 Planning Council \(r1planning.org\)](http://r1planning.org) to complete a sustainability plan for the City of Oregon. This plan will look at steps we can take as a local government to integrate environmentally friendly initiatives to preserve our natural resources.

City Council Meeting:

Next meeting 11/14/23 at 5:30 p.m. Oregon City Hall Council Chambers

Planning & Zoning:

Next meeting 11/21/2023 at 5:30 p.m. Oregon City Hall Council Chambers

- Public Hearing for variance request of storm water detention at the Trestle Ridge Subdivision

Tree Board:

Next Meeting TBD

Public Art Commission:

Next Meeting TBD

Submitted by Bill Covell - Director of Public Works:

Street Department:

- Tree Trimming
- AOP prep & clean-up
- Asphalt patching
- Training
- Mowing

Water / Sewer Departments:

- Julie locates for due to fiber optic installation
- Daily chores and samples
- Pump sludge
- Monthly samples
- Monthly reports
- Mow
- Seminar for training

Director of Public Works:

- North 3rd Street Project punch list
- North 2nd Street, Franklin Street and Monroe Street projects striping
- Observed and helped with the generator project. .
- Observed / helped with EV project.



- AOP prep work including updating AOP map & clean-up
- Update GIS Maps
- Safety meeting
- Organized CDL training for employees and finalized making Oregon an authorized training facility.
- Began working on capital improvement budgets
- Seminar



Submitted by Deputy Chief Matthew Kalnins:

Police Department:

- The Oregon Police Department would like to thank everyone at AOP, The Oregon Public Works, Ogle County Sheriff's Department and Oregon Fire Dept for their dedication and hard work during the AOP festival. Without each of these organizations we could not have such an amazing event in our town. Thank you!
- We would like to remind everyone to have a safe and fun Halloween. Trick or Treat Hours are October 31st from 5pm to 8pm. Please remember to only visit houses that have porch lights on, wear bright clothing if out in the dark, and cross the street at crosswalks or the intersections.

