



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 November 14th, 2023, 5:30 P.M.
115 N 3rd Street**

Public Option: Join Meeting via Zoom

Meeting ID: 876 6071 1664

Passcode: 619835

One tap mobile

+13092053325

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESENTATIONS**
 - a. Deputy Chief Kalnins – Impact of Safety Act**
- 5. PUBLIC COMMENT**
- 6. APPROVAL OF MINUTES**
- 7. APPROVAL OF WARRANTS AND PAYROLL**
- 8. BUSINESS ITEMS**
 - a. Approve Ordinance 2023-018 an Ordinance Approving and Authorizing a TIF Redevelopment Agreement by and between the City of Oregon and Beam Beauty Bar PLLC and Prompt NP Healthcare PLLC and Justine Beaman**
 - b. Approve Façade Grant for Justine Beaman - Beam Beauty Bar at 125 S. 4th Street - New door and light fixtures, new painted plywood, clean/repair existing brick and windows**
 - c. Approve Façade Grant for Robert Massey for 408 W. Washington Street - New windows and door, new stone façade under windows, new trims, and finishes**
 - d. Approve Ordinance 2023-019 an Ordinance Approving and Authorizing a TIF Redevelopment Agreement by and between the City of Oregon and No Stone Unturned Crystals & More LLC and Rebecca Ruter for a Lease Subsidy Grant**

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 Manager 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.

- e. **Approve Bid for Building Demolition at 401 S 2nd Street**
- f. **Approve Ordinance 2023-020 authorizing the City of Oregon to Borrow Funds from the Water Pollution Control Loan Fund**

9. PROCLAMATIONS, COMMENDATIONS, ETC

10. DISCUSSION ITEMS

11. COMMITTEE REPORTS

- a. **PLANNING**
- b. **ECONOMIC AND COMMUNITY DEVELOPMENT**
- c. **FINANCE**
- d. **SUSTAINABILITY**
 - **November 13th meeting is cancelled, we will be meeting with Region 1 Planning at the December meeting to work on the Sustainability Plan**
- e. **TREE BOARD**
- f. **PUBLIC ART COMMISSION**
- 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

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

COUNCIL MEETING MINUTES
Tuesday October 24th, 2023, 5:30 P.M.
City Hall Council Chambers
115 N 3rd Street

The Council of the City of Oregon met Tuesday October 24th, 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, Chad Horner, George Howe, and Sally Moring.

Present via Zoom: Corey Buck and Earleen Hinton.

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

Mayor Ken Williams started the pledge of allegiance.

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

Presentations

Chad Horner spoke to the City Council regarding the upcoming election where he will be running for Ogle County Coroner.

Public Comment

None

Approval of Minutes

Council Member Kurt Wilson moved to approve the October 10th, 2023, minutes,
Seconded by Council Member Tim Krug.

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 \$68,991.58
and the current warrants as listed:

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
Polo Cooperative	\$707.50
Postmaster	\$4,351.32
Quill	\$829.26
Shaw Media/ Saul Valley Media	\$128.46
Sirchie Acquisition Company, LLC	\$96.80
Stillman BancCorp	\$82.31
Sun Life Financial	\$2,036.00
Synder's Pharmacy	\$438.08
Tad Dominski	\$346.49
Terry Schuster	\$25.05
The Economic Development Group	\$25.00
The Junk Removal Dudes LLC	\$1,746.60

Turnroth Sign Co Inc	\$3,944.77
Verizon	\$4,295.00
Village of Progress	\$466.74
Ward, Murray, Pace & Johnson, P.C.	\$1,075.00
White Pine Mercantile, LLC	\$88.00
Willett Hofmann & Associates	\$395.00
Willett Hofmann & Associates	\$2,679.80
	\$18,180.93
	\$303,178.01

Seconded by Council Member Tim Krug.

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

Business Items

Council Member Tim Krug moved to approve the Short-Term Rental request submitted by Sally Moring for the property located at 309 S. 1st Street Parcel #16-03-186-004, Seconded by Council Member Kurt Wilson.

Discussion: The family is looking to create income for their mother. The use of the property as a short-term rental does not deflect from future development.

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

Council Member Melanie Cozzi moved to approve Resolution 2023-6 Support of the Revival of the Twin City Zephyr, Seconded by Council Member Terry Schuster.

Discussion: Mayor Ken Williams said there has been interest in creating a route to provide Amtrac passenger railway car service to the area for many years. There are individuals looking to get local communities involved and to show support. The passenger service route would be from Chicago to East Dubuque.

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

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

Discussion: City Manager Darin DeHaan said these changes were discussed previously. 24.16.010 will allow for staff to make verbal authorizations for temporary parking. The change to 2.24.010 allows Rachel Brunner to become a full-time member of the Planning and Zoning Commission.

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

Council Member Terry Schuster moved to approve amendments to USS Ducks Solar, LLC Annexation Agreement, Seconded by Council Member Kurt Wilson.

Discussion: City Manager Darin DeHaan said he has been working with City Attorney Paul Chadwick. The initial agreement was prepared by the landowners' attorney. USS Ducks Solar asked for a few language changes that included state regulated standards, terms of the agreement, and notary dates. Council Member Melanie Cozzi asked what happens if the property is sold. City Attorney Paul Chadwick said the new owners would honor the agreement.

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

Proclamations, Commendations, etc.

None

Discussion Items

None

Committee Reports

Economic and Community Development: A potential business is looking for locations.

Finance: City Manager Darin DeHaan said he is scheduling quarterly budget meetings with department heads. Mayor Ken Williams said the budget is a process and the new software will make the process easier.

Sustainability: Public Works Director Bill Covell said the final sweep of the EV Charging station should be completed in the next few days. The charging station should be live.

Tree Board: City Manager Darin DeHaan said he is finalizing the financial budget for Tree City USA.

Public Arts Commission: The chairperson of the committee would like to get the group together for a few upcoming projects.

Department Reports

Deputy Chief of Police Matt Kalnins: Wished everyone a happy and safe Halloween. Trick or Treat hours will be on October 31st from 5-8 pm. City Manager Darin DeHaan said there will be street closures for 13th Street, 14th Street, Koontz, and Amber Drive this year. Public Works Department employees will be manning barricades. Council Member Terry Schuster said there will also be Trick or Treating at the downtown businesses on Saturday.

Public Works Director Bill Covell: Jeff and Scott attended the Illinois Rural Water Conference in Rockford. There will be changes to IEPA requirements coming up. He also thanked Lisa and Cheryl for helping with the lead line project.

City Manager Darin DeHaan: Thanked Council Member Terry Schuster for taking seasonal pictures of the downtown. These photos can then be used on the city Facebook

page and website. The city is also being featured in the Northwest Quarterly magazine and these pictures will be used for that as well.

Council Reports

Mayor Ken Williams: Wished everyone a safe Halloween.

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: 6:00 P.M.

Ken Williams, Mayor

Attest: _____
Cheryl Hilton, City Clerk

November 14, 2023

Payroll in amount \$61,640.47

Aaron Montoya	\$120.00
Advanced Automation & Controls	\$460.00
AEP Energy	\$1,158.22
Ashtin Bjorklund	\$30.50
Bev Olson	\$277.00
Blue Cross Blue Shield	\$18,003.69
Bob Gobtop	\$33.00
Christy Sainio	\$29.00
City of Oregon	\$12,731.09
Coliseum Museum Art, Antiques & Americana	\$3,424.07
Comcast	\$248.55
ComEd	\$71.77
ComEd	\$376.59
Core & Main	\$364.56
Corey Fry	\$120.00
Countryman, Inc	\$2,205.00
Dan Dietrich	\$106.00
Dekalb Implement	\$101.98
Dekalb Implement	\$147.84
Dixon Paint Co	\$655.14
Ecolab	\$157.04
Envision Healthcare	\$217.00
Eric Higby	\$200.00
Essence Chemical Co	\$496.73
Fearer, Nye & Chadwick	\$7,026.64
Ferguson Waterworks #2516	\$448.95
Ferguson Waterworks #3325	\$3,473.00
Fidelity Security Life Insurance	\$158.82
Fischer's	\$4,206.70
Frontier	\$117.58
Gregory Spencer	\$240.00
Hagemann Horticulture LLC	\$4,429.83
Hawkins, Inc	\$426.08
Hometown Auto Repair, LLC	\$590.69
Illinois EPA	\$13,033.16
James Taylor	\$320.00

Joshua Ellis	\$120.00
Kate Gross	\$15.00
Ken Williams	\$55.96
Lexipol, LLC	\$7,324.91
Libra Farms	\$6.00
Linda Borneman	\$5.00
Lisa Payne	\$120.00
Liz Hiemstra	\$108.73
Lynn Kaufman	\$24.00
Marcie Poppen	\$122.00
Mark Nehrkorn	\$600.00
Martin and Company	\$1,650.00
Martin and Company	\$5,840.00
Martin and Company	\$6,931.93
Martin and Company	\$131,426.91
Martin and Company	\$370,531.45
McAuley Humphrey	\$12.00
Merlin Hageman	\$5,000.00
Michael Meurer	\$10.00
Morton Salt, Inc	\$4,206.63
Municipal Clerks of Illinois	\$55.00
NAPA	\$821.74
Ogle County Brewery	\$500.00
Ogle County Clerk & Recorder	\$60.00
Old National Bank	\$1,925.60
Oregon Chamber of Commerce	\$500.00
Oregon Chamber of Commerce	\$6,000.00
Oregon SuperValu	\$42.98
P.F. Pettibone	\$495.70
Pines Meadow	\$619.00
Postmaster	\$8.56
Postmaster	\$796.96
Quill	\$355.36
Ray O'Herron Co	\$1,716.67
Republic Services	\$40,713.08
Rogers Ready Mix	\$810.00
Secretary of State	\$173.00
Share Corp	\$819.87
Shaw Media/Sauk Valley Media	\$487.60
Snyders	\$594.13
Sterling Fence	\$1,492.06

Steve Benesh & Sons	\$500.00
Sue Cozzi	\$21.00
The Police & Sheriffs Press	\$17.60
Tonya Hardy	\$600.00
Uline	\$3,204.29
Uniform Den	\$219.30
Visa	\$790.78
Visa	\$906.35
Visa	\$3,666.63
Waste Water Management of Northern Illinois	\$17,460.00
White Pine Mercantile LLC	\$395.00
White Pine Mercantile LLC	\$395.00
William Thomas	\$43.00
Zions Bank	\$298,483.50
Zions Bank	\$124,347.50
Zoro Tools, Inc	\$434.87
	\$1,120,788.87

City Manager

CITY OF OREGON, ILLINOIS

ORDINANCE NO. 2023-018

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

**BEAM BEAUTY BAR, PLLC
AND
PROMPT NP HEALTHCARE, PLLC
AND
JUSTINE BEAMAN**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF OREGON, OGLE COUNTY, ILLINOIS
ON THE 14TH DAY OF NOVEMBER, 2023.**

CITY OF OREGON, ILLINOIS: ORDINANCE NO. 2023-018

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

BEAM BEAUTY BAR, PLLC AND PROMPT NP HEALTHCARE, PLLC
AND JUSTINE BEAMAN

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 Beam Beauty Bar, PLLC, Prompt NP Healthcare, PLLC and Justine Beaman (the “Developer”) attached hereto as *Exhibit A* is hereby approved.
2. The City Manager 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 14th day of November, 2023.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

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PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of Oregon this 14th day of November, 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 Beam Beauty Bar, PLLC, Prompt NP Healthcare, PLLC and Justine Beaman.

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

BY AND BETWEEN

CITY OF OREGON, OGLE COUNTY, ILLINOIS

AND

**BEAM BEAUTY BAR, PLLC
AND
PROMPT NP HEALTHCARE, PLLC
AND
JUSTINE BEAMAN**

OREGON TAX INCREMENT FINANCING DISTRICT

NOVEMBER 14, 2023

**TIF REDEVELOPMENT AGREEMENT
BY AND BETWEEN
CITY OF OREGON
AND
BEAM BEAUTY BAR, PLLC
AND
PROMPT NP HEALTHCARE, PLLC
AND
JUSTINE BEAMAN**

OREGON TIF DISTRICT

THIS TIF REDEVELOPMENT AGREEMENT (including Exhibits) (“Agreement”) is entered into this 14th day of November, 2023, by the **City of Oregon** (the “City”), an Illinois Municipal Corporation, Ogle County, Illinois, and **Beam Beauty Bar, PLLC, Prompt NP Healthcare, PLLC**, Illinois Professional Limited Liability Companies, and **Justine Beaman** (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, one such property leased by the Developer is located at 125 S. 4th Street, Oregon, Illinois, PIN # 16-03-165-037 (the “Property”) and said Property is in need of development and integral to the development of the TIF District; and

WHEREAS, the Developer has purchased the Property and is proceeding with plans to rehabilitate and renovate the commercial building located thereon for an upscale beauty and medical service facility on the first floor and an apartment on the second floor (the “Project”), based upon incentives made available by the City; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax, which increased taxes will be used, in part, to finance incentives to assist this Developer’s Project; 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 deemed 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 TIF Eligible Project Costs as specified below in *Section C, Incentives*, up to a cumulative maximum amount of **Fifty Thousand Dollars and No Cents (\$50,000.00)**; 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, for good and valuable consideration, the receipt of which is acknowledged, the Parties 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, and are to be construed as binding statements 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 twelve (12) months from the date this Agreement is executed, subject to extension due to Force Majeure (defined below). The Project shall be deemed to be completed when the improvements are complete in compliance with all City building and property development codes and the commercial business is open to the public.
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 1* for the Developer's Project which shall be known as the "**Beam Beauty Bar Project**".

C. INCENTIVES

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

1. The City agrees to Loan to the Developer the sum of **Fifty Thousand Dollars (\$50,000.00)** from the Oregon TIF District Special Tax Allocation Fund for TIF Eligible Project Costs incurred as a result of the Developer's Project. The terms and conditions for the Loan shall be as follows:
 - a. The Loan amount of **\$50,000.00** shall be disbursed from the City to the Developer from the Oregon TIF District Special Tax Allocation Fund upon verification of TIF Eligible Project Costs pursuant to *Section E* below.
 - b. The interest rate for the Loan shall be **Three Percent (3.0%)** per annum and shall begin to accrue on the date of the first disbursement of the Loan proceeds to the Developer.
 - c. The term of the Loan shall expire five (5) years from the date of the first disbursement of the Loan proceeds to the Developer.
 - d. **One-fifth (1/5th)** of the principal of the Principal Loan amount, plus any accrued interest thereon, shall be forgiven annually by the City commencing one (1) year from the date of the first disbursement of loan proceeds and continuing each year thereafter for the term of the Loan, provided the Developer is at all times in full compliance with every term of this Agreement, including the following:
 - i. The Developer shall complete the Project within twelve (12) months from the date this Agreement is executed.

- ii. Upon completion of the project, the Developer agrees to continually operate the Beam Beauty Bar business on the Property.
 - iii. The Developer shall annually provide verification of the payment of the real estate taxes for the property.
 - iv. The Developer does not file for bankruptcy or otherwise become insolvent.
 - v. The Property is not the subject of foreclosure proceedings.
 - vi. The Developer does not sell or otherwise convey the Property during the term of the Loan absent a written assignment approved by the City Council pursuant to **Section N** below.
 - vii. The Developer shall not file any challenge, appeal or similar action which seeks to reduce the equalized assessed value of the property.
2. The Developers, Beam Beauty Bar, PLLC, Prompt NP Healthcare, PLLC and Justine Beaman, hereby direct the City to make all reimbursements for TIF Eligible Project Costs (whether incurred by Beam Beauty Bar, PLLC, Prompt NP Healthcare, PLLC or Justine Beaman) pursuant to this Agreement to Beam Beauty Bar, PLLC.
 3. In order to receive the incentives set forth herein, the Developer agrees to provide any information to the City upon written request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and/or by the Illinois Comptroller. Failure to provide such information within 30 days of the date of City's request shall be cause for City, at its sole discretion, to declare the Developer in default and/or for the City to withhold any payments due Developer until such time as the City's request is satisfied.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. In no event, shall the maximum cumulative reimbursements for the Developer's TIF Eligible Project Costs pursuant to *Section C* above exceed **Fifty Thousand Dollars and No Cents (\$50,000.00)** as set forth herein.
2. It is not contemplated that, nor is the City obligated, to use any of its proportionate share of the monies generated by this Project for any of Developer's Eligible Project Costs, but rather the City shall use such sums for any purpose under the Act as it may in its sole discretion determine.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

1. Payment to the Developer for Eligible Project Costs as set forth by the Act shall be made by a Requisition for Payment of Private Development Redevelopment Costs ("Requisition") (see **Exhibit 2**) submitted to Jacob & Klein, Ltd. and the Economic Development Group, Ltd. (collectively the "Administrator") and subject to their approval of the costs and 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 TIF 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 Project Costs to the City by March 1 of the following year. If there are no accumulated outstanding Eligible Project Costs previously submitted and approved by the City and if the Developer does not submit such proposed Eligible Project 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 Project Costs submitted after this deadline will be eligible for reimbursement from next year's real estate tax increment receipts.
4. Any real estate tax 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 TIF Eligible Project Costs only to the extent permitted by law and the Act and may allocate such funds for any purpose for the Term 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) business 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 TIF District Special Tax Allocation Fund 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 TIF Eligible Project Costs provided the Developer has satisfied the terms of this Agreement and costs which exceed the amount available in the TIF District Special Tax Allocation Fund to pay the Developer shall carry forward until paid without further action of the Developer. Payments shall be made within forty-five (45) days after approval of the TIF Eligible Project Costs subject to the terms of this Agreement and after receipt of the increment generated by the TIF District into the TIF District Special Tax Allocation Fund.
8. The Parties acknowledge that the determination of TIF Eligible Project Costs, and, therefore, qualification for reimbursement hereunder are subject to changes or interpretation made by amendments to the Act, administrative rules or judicial interpretation during the term of this Agreement. The City has no obligation to the Developer to attempt to modify those decisions, but will reasonably assist the Developer in every respect to obtain approval of Eligible Project Costs.
9. The Developer may submit for prior approval by the City as TIF 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 PAID 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 TIF 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 TIF District, whether the TIF 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 its TIF Eligible Project Costs is a limited obligation to be paid solely from the TIF District Special Tax Allocation Fund. 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 give rise to the City's general credit or taxing power.

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 Project. This Agreement shall not create any third-party rights and the Developer shall indemnify and hold the City harmless on any claims arising out of the Developer's construction activities.

K. COOPERATION OF THE PARTIES

The City and the Developer agree to cooperate fully with each other when requested to do so concerning the development of the Developer's Project. This includes without limitation the City assisting or sponsoring the Developer, or agreeing to jointly apply with the Developer, for any grant, award, or subsidy which may be available 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 Developer's activities.

L. DEFAULT; CURE; REMEDIES

In the event of a default under this 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") shall have an action for damages, or in the event damages would not fairly compensate the Non-defaulting Party's for the Defaulting Party's breach of this 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 Agreement, it shall not be deemed to be in default under this 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 non-monetary covenant as and when it is required to under this 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 non-monetary 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) days 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. The Developer agrees to complete the Project within twelve (12) months following the execution of this Agreement. Failure to do so shall be cause for the City to declare the Developer in default and unilaterally terminate the 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 DEVELOPER:

Beam Beauty Bar, PLLC
c/o Justine Beaman

With copy to:

TO CITY:

Oregon City Clerk
City Hall
115 North 3rd Street
Oregon, Illinois 61061
Telephone: (815) 732-6321

With copy to:

Jacob & Klein, Ltd.
Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, Illinois 61704

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. 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.

X. TERM OF THE AGREEMENT

Notwithstanding anything contained herein to the contrary, this Agreement shall expire upon expiration of the Loan set forth in **Section C** above. 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 any other 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 OF OREGON, ILLINOIS

By: _____
City Manager

ATTEST:

City Clerk

**DEVELOPER:
BEAM BEAUTY BAR, PLLC**

BY: _____
Justine Beaman, Manager

AND

PROMPT NP HEALTHCARE, PLLC

BY: _____
Justine Beaman, Manager

AND

JUSTINE BEAMAN

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

**BEAM BEAUTY BAR, PLLC, PROMPT NP HEALTHCARE, PLLC
AND JUSTINE BEAMAN
“Beam Beauty Bar Project”**

Oregon TIF District, City of Oregon, Ogle County, Illinois

Project Description: The Developer has purchased the Property and is proceeding with plans to rehabilitate and renovate the commercial building located thereon for an upscale beauty and medical service facility on the first floor and an apartment on the second floor .

Location: 125 S. 4th Street, Oregon, Illinois

Parcel Number: 16-03-165-037

Estimated TIF Eligible Project Costs:

Property Acquisition	\$30,000
Demolition	\$10,000
Professional Fees	\$1,500
Rehabilitation and Renovation	<u>\$230,000</u>
Total Estimated Eligible Project Costs	\$271,500

*The Developer’s total reimbursement of TIF Eligible Project Costs under *Section C* of the Agreement shall not exceed **\$50,000.00**.

EXHIBIT 2

**CITY OF OREGON, ILLINOIS
OREGON TIF DISTRICT**

**PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT
BY**

**BEAM BEAUTY BAR, PLLC, PROMPT NP HEALTHCARE, PLLC
AND JUSTINE BEAMAN**

Date: _____

Attention: City TIF Administrator, City of Oregon, Illinois

Re: TIF Redevelopment Agreement, dated November 14, 2023
by and between the City of Oregon, Illinois, and Beam Beauty Bar, PLLC, Prompt NP
Healthcare, PLLC and Justine Beaman (collectively 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: Beam Beauty Bar, PLLC
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; 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 1** 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: _____

CITY OF OREGON, ILLINOIS

BY: _____

TITLE: _____ DATE: _____

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

BY: _____

TITLE: _____ DATE: _____

City of Oregon
FACADE IMPROVEMENT MATCHING GRANT PROGRAM

Purpose

This matching grant facade improvement program has been implemented to stimulate efforts to improve the street appearance of Oregon's historic buildings and business facades. The program has been funded by the City of Oregon and will be administered by the City. There will be a \$5,000 maximum per grant which must be matched by the applicant. Grants will be awarded on a first-come, first-served basis and will be limited to one application per business or building, per fiscal year. Each application will be reviewed by a committee consisting of a City Council Member, and an assigned representative of the ECDC committee. An architect can be made available for review and when applicable an architectural review may be required. This program will be paid for by TIF Funds. The program may be funded in part by Economic Development Funds with the consent of the Oregon City Council.

Limit

Five \$5,000 matching grants per fiscal year will be available for award each year as funds allow. The City of Oregon has the right to increase or decrease this amount depending on available funds or cancel this program at the end of the first year.

Qualifications for Grant Application:

1. The property must be in the TIF District within Oregon city limits.
2. Applicant must be the occupying business owner, or owner of the property being reviewed.
3. Within the National Register Historic District - Grant monies must be used for street façade in the (front face of the building visible from the street) in the improvements such as paint, lighting, window repair or replacement, masonry repair as approved by the committee. Improvements need to conform to City of Oregon design elements and color palette for the historic district.
4. Improvements to business signage will also be considered under the same conditions up to \$1,000 matching grant... (a cap of \$5,000 total is still in place if signage is part of structural façade improvement). Sidewalks, driveways, parking lot surfaces, striping and landscaping do not qualify for facade grant monies. Request for corner buildings and alleyways will be subject to special consideration.
5. Façade improvements to the rear of building will also be eligible for this grant if it is a significant public entrance and visible to the general public. (for example: facing public parking lot)

The following steps are necessary to make application:

I. Application prior to work being initiated

The following items must be submitted to City Hall before the application can be reviewed.

- a. Current photograph of property to be improved.
- b. Drawings of proposed improvements if available.
- c. Written description of proposed improvements, including materials and colors.
- d. Preliminary estimate of costs.

II. Preliminary Approval

At this time, there may be an on-site inspection of the property with applicant(s) and grant committee to review application. After this inspection, the committee will make a preliminary decision on the status of the application.

III. Final Approval & Payment

Applicant must submit final contractor itemized bid within three (3) months of completion, accompanied by cancelled checks or bills marked as paid. The committee will then determine if the project qualified for recommendation of final approval by the City Council.

At this time, the final payment request will be presented at the City Council meeting for Council approval (applicant need not be present). The City Council meets on the 2nd and 4th Tuesday of each month.

City of Oregon
FACADE IMPROVEMENT MATCHING GRANT PROGRAM

APPLICATION

1. Applicant: Circle One: Business Owner or Building Owner

JUSTINE BEAMAN

2. Business Name and Address:

BEAM Beauty Bar

3. Phone: _____

4. Estimated cost of project:

\$20,000

Paint	_____
Signage	_____
Repair or replacement of windows	_____
Masonry repairs	_____
Awnings	_____
Other _____	_____

4. Items needed to process this application:

- a. Current photograph of property to be improved.
- b. Drawings of proposed improvements if available.
- c. Written description of proposed improvements, including materials and colors.

Date of Application: 10/26/23

Applicant(s) Signature(s)

JM

Approved Denied

City Manager

Date



Sherwin Williams
6991 BLACK MAGIC

G BRICK CORNICE CLEAN/PREP AND PAINT

E WINDOW TRIM CLEAN/PREP AND PAINT
(TYPICAL)

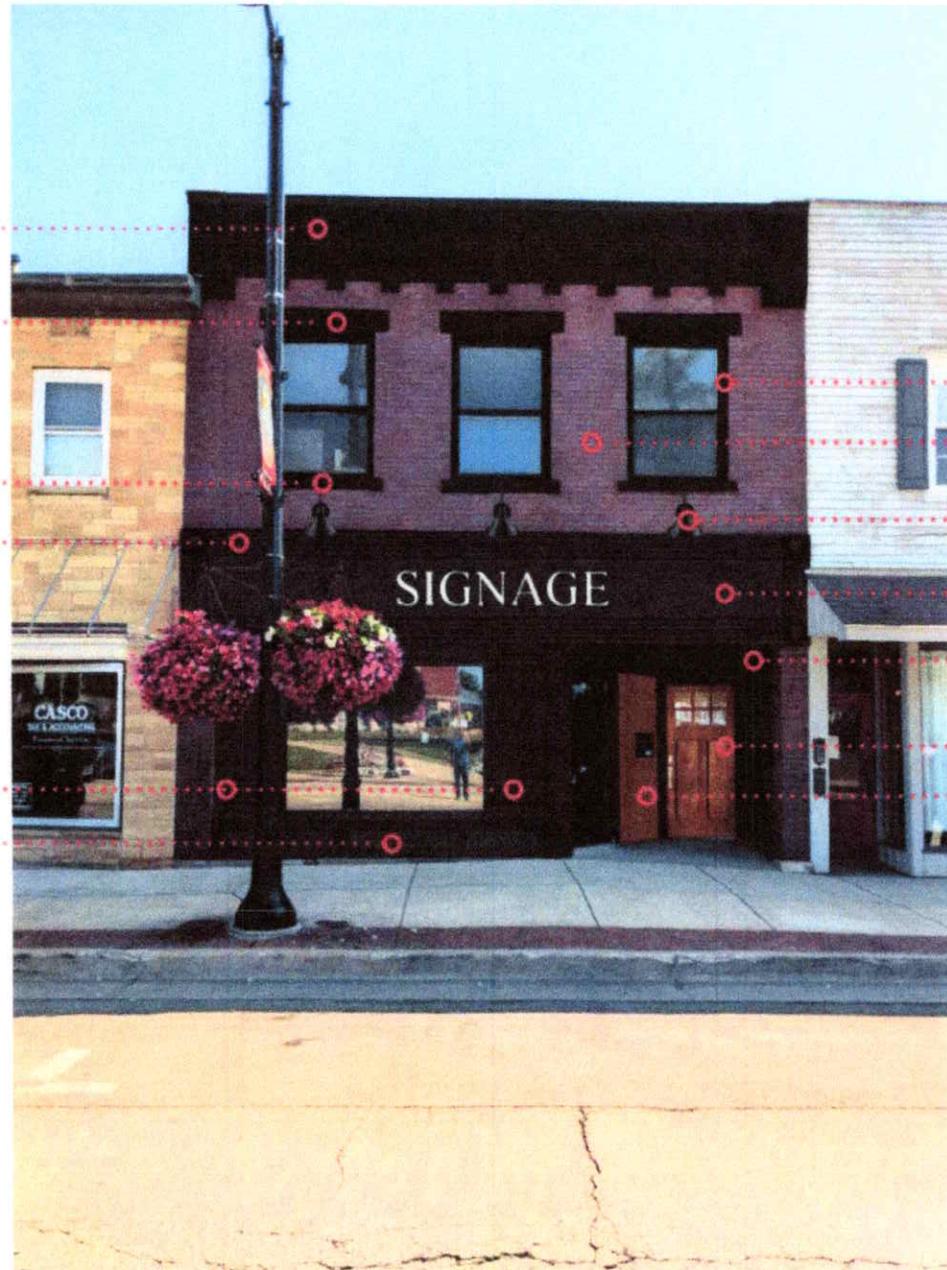
NE WINDOW SILL CLEAN/PREP AND PAINT
(TYPICAL)

NEW TRIM MOLDING PAINT (TYPICAL)

Sherwin Williams
6991 BLACK MAGIC

NEW TRIM MOLDING PAINT (TYPICAL)

EXISTING MOLDING PAINT (TYPICAL)



Sherwin Williams
6991 BLACK MAGIC

EXISTING WINDOW CLEAN/PREP FOR NEW TRIM
(TYPICAL)

EXISTING BRICK CLEAN/PATCH/REPAIR AS NEEDED

NEW GOOSENECK LIGHT FIXTURES

NEW PLWOOD BACKING PAINTED (TYPICAL)

EXISTING COVERED DOORWAY AREA PAINT (TYPICAL)

NEW WOOD DOOR

NEW COMPOSITE WOOD SIDING INSTALLED

City of Oregon
FACADE IMPROVEMENT MATCHING GRANT PROGRAM

APPLICATION

1. Applicant: Circle One: Business Owner or Building Owner

Robert MASSEY

2. Business Name and Address:

403 W. WASHINGTON

Dan

3. Phone: _____

4. Estimated cost of project:

\$ _____

Paint _____

Signage _____

Repair or replacement of windows _____

10,000

Masonry repairs _____

Awnings _____

Other _____

20,000

New front on lower level of Bldg. Total \$30,000

4. Items needed to process this application:

- a. Current photograph of property to be improved.
- b. Drawings of proposed improvements if available.
- c. Written description of proposed improvements, including materials and colors.

Date of Application: 9/11/23

Applicant(s) Signature(s)

R. Massey

Approved Denied

City Manager

Date



EBERT ENGINEERS

10234 W. JUDSON ROAD
POLO, IL 61064
815-946-2809

September 28, 2023

Mr. Bob Massey

Dear Sir,

AS per our original verbal agreement, enclosed, please find our estimate for renovations to be made to the building at 408 Washington St., Oregon, IL, which currently houses the H & R Block tax prep company. Work will include:

- Removal of the current window and door system
- Reframe the front of the building to accommodate new insulated glass windows, transoms and a new ADA entrance door, bronze in color.
- New stone facade under the new windows
- New wood accent trims
- Finishing the inside of the new front wall.
- Appropriate trims and finishes

Materials and Labor	\$25,620.00
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Thank you for the opportunity to bid on this project. Should you have any questions, please feel free to call.

Sincerely,

Mark Ebert

CITY OF OREGON, ILLINOIS

ORDINANCE NO. 2023-019

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

**NO STONE UNTURNED CRYSTALS & MORE, LLC AND
REBECCA S. RUTER**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF OREGON, OGLE COUNTY, ILLINOIS
ON THE 14TH DAY OF NOVEMBER, 2023.**

CITY OF OREGON, ILLINOIS: ORDINANCE NO. 2023-019

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

NO STONE UNTURNED CRYSTALS & MORE, LLC AND REBECCA S. RUTER

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 No Stone Unturned Crystals & More, LLC and Rebecca S. Ruter (the “Developer”) attached hereto as **Exhibit A** is hereby approved.
2. The City Manager 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 14th day of November, 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 14th day of November, 2023 and filed in the office of the City Clerk of said City on that date.

MAYOR AND COUNCIL	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 No Stone Unturned Crystals & More, LLC and Rebecca S. Ruter.

**TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF OREGON, OGLE COUNTY, ILLINOIS

and

**NO STONE UNTURNED CRYSTALS & MORE, LLC AND
REBECCA S. RUTER**

OREGON TAX INCREMENT FINANCING DISTRICT

NOVEMBER 14, 2023

REDEVELOPMENT AGREEMENT
by and between
CITY OF OREGON
and
NO STONE UNTURNED CRYSTALS & MORE, LLC AND
REBECCA S. RUTER

OREGON TIF DISTRICT

THIS REDEVELOPMENT AGREEMENT (including Exhibits) is entered into this 14th day of November, 2023, by and between the City of Oregon (the “City”), an Illinois Municipal Corporation, Ogle County, Illinois, and No Stone Unturned Crystals & More, LLC, an Illinois Limited Liability Company, and Rebecca S. Ruter (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, on May 25, 2021 the City approved the “Commercial Lease Subsidy Grant for New Business Start-ups & Expansions within the Oregon Historic District and Oregon Riverfront Zone” and on March 8, 2022, the City approved an Amendment to the “Commercial Lease Subsidy Grant for New Business Start-ups and Expansion within the Oregon TIF District” (the “Grant Program”); and

WHEREAS, included in the Redevelopment Project Area is property leased by the Developer, located at 200 Washington Street, Oregon, Illinois, real estate tax property identification number 16-03-252-024 (the “Property”); and

WHEREAS, the Developer is proceeding with plans to lease the building located on the Property for operation of a retail store selling crystals, gems and metaphysical/holistic products (the “Project”), and is doing so based on the availability of TIF incentives offered by the City through the Grant Program; 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 TIF Eligible Project Costs as specified below in *Section C, Incentives*, up to a cumulative maximum amount of **Two Thousand Seven Hundred Dollars and No Cents (\$2,700.00)**; 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 "1"* 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 approval of this Agreement and verification of the Developer's eligible project costs pursuant to *Section E* below, the City agrees to reimburse the Developer **Fifty Percent (50%)** of its monthly lease cost or **Two Hundred Twenty-Five Dollars (\$225.00)** per month, whichever is less, commencing with rent paid for the month of December 2023 through and including the rent paid for November 2022, for a total of twelve (12) months from the Oregon TIF District Special Tax Allocation Fund, up to a total amount not to exceed **Two Thousand Seven Hundred Dollars (\$2,700.00)**.
2. The Developer shall at all times remain in full compliance with every term of this Agreement, including the following:
 - i. Upon completion of the project, the Developer shall submit a signed lease or rent contract to the City with a term of not less than one (1) year.
 - 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.
 - v. The Developer does vacate the lease during the term of the Agreement.

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 **\$2,700.00**) 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 if 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 PAID 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. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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:

No Stone Unturned Crystals & More, LLC
Attn: Rebecca S. Ruter

With Copy to:

Jacob & Klein, Ltd.
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704

R. SUCCESSORS IN INTEREST

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

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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: _____
City Manager, City of Oregon

ATTEST:

City Clerk, City of Oregon

DEVELOPER
No Stone Unturned Crystals & More, LLC,
an Illinois Limited Liability Company

BY: _____
Rebecca S. Ruter, Owner/Manager

and

Rebecca S. Ruter

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

No Stone Unturned Crystals & More, LLC and Rebecca S. Ruter
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 a retail store selling crystals, gems and metaphysical/holistic products.

Street Location: 200 Washington Street, Oregon, Illinois

PIN#: 16-03-252-024

Estimated TIF Eligible Project Costs:

Lease Payments (Year 1)	<u>\$5,400</u>
Total Estimated TIF Eligible Project Costs*	\$5,400

*The City's reimbursement of Eligible Project Costs to the Developer shall not exceed 50% of the monthly lease payments or \$225.00, whichever is less, up to a total maximum amount of \$2,700.00, as set forth in this Redevelopment Agreement.

EXHIBIT 2

**CITY OF OREGON, ILLINOIS
OREGON TAX INCREMENT FINANCING DISTRICT**

**PRIVATE PROJECT
REQUEST FOR REIMBURSEMENT**

BY

NO STONE UNTURNED CRYSTALS & MORE, LLC AND REBECCA S. RUTER

Date: _____

Attention: City TIF Administrator, City of Oregon, Illinois

Re: TIF Redevelopment Agreement, dated November 14, 2023
by and between the City of Oregon, Illinois, and
No Stone Unturned Crystals & More, LLC and Rebecca S. Ruter (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: No Stone Unturned Crystals & More, 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 *Exhibi "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 "1"** 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: _____



WILLETT HOFMANN
& ASSOCIATES INC
ENGINEERING ARCHITECTURE LAND SURVEYING

November 6, 2023

City of Oregon, Illinois
115 North 3rd Street
Oregon, Illinois 61061

ATTN: Mr. Darin DeHaan
City Manager

RE: Building Demolition Project
WHA 1390Z23

Dear Darin:

Proposals for the City of Oregon Building Demolition Project were opened in the Oregon City Hall Council Chambers at 1:00PM on Monday, October 30, 2023. The project was publicly advertised on October 9, 2023 in the Sauk Valley News. A pre-bid meeting was held on site on October 16, 2023 and eight (8) contractors and two (2) plan rooms requested and were provided bid documents. Six (6) bid proposals were received, opened and read aloud. A tabulation of the bids is attached herewith. All bidders submitted complete bid packages. The alternate bid items were prioritized, evaluated and selected by the City of Oregon staff based on project needs and budget considerations. It was determined that the Base Bid and all four (4) Alternate Bids would be accepted. Based on these selections the low bidder was Anthem Excavation & Demolition of Itasca, Illinois with a bid amount of One Hundred Four Thousand and 00/100 Dollars (\$104,000.00).

RECOMMENDATION

The low bidder was interviewed by phone and the scope of work, material quantities, project schedule and project procedures were discussed. Based on the information obtained during the phone interview we were assured that the complete scope of work is included in their bid proposal and that the Contractor has the experience, capability, forces and equipment to competently and completely perform the work per the requirements as specified on the Drawings and in the Project Manual. Therefore, based on the information stated herein, it is recommended that the City of Oregon award the Building Demolition Project to Anthem Excavation & Demolition of Itasca, Illinois for the Base Bid plus Alternate Bids 1, 2, 3 and 4 with a bid amount of One Hundred Four Thousand and 00/100 Dollars (\$104,000.00).

809 East 2nd Street, Dixon, IL 61021-0367 T: (815) 284-3381 F: (815) 284-3385

WillettHofmann.com

If you have any other questions or require any further information, please do not hesitate to call.

Sincerely,

WILLETT, HOFMANN & ASSOCIATES, INC.

BY



Thomas W. Houck, AIA, PE, LEED AP^{BD+C}
Vice-President
Architect
Engineer

TWH:dt
Encl.
cc: file

CITY OF OREGON
OGLE COUNTY, ILLINOIS

ORDINANCE NO. 2023-020

ORDINANCE AUTHORIZING THE CITY OF OREGON, OGLE COUNTY, ILLINOIS TO
BORROW FUNDS FROM THE WATER POLLUTION CONTROL LOAN FUND

ADOPTED BY THE
CITY COUNCIL
OF THE
CITY OF OREGON

THIS 14th DAY OF NOVEMBER, 2023

Published in pamphlet form by authority of the City Council of the City of Oregon, Ogle County, this
15th, day of November, 2023.

ORDINANCE NO. 2023-020

AN ORDINANCE AUTHORIZING THE CITY OF OREGON, OGLE
COUNTY, ILLINOIS TO BORROW FUNDS FROM THE WATER
POLLUTION CONTROL LOAN FUND

WHEREAS the City of Oregon, Ogle County, Illinois operates its sewerage system (“the System”) and in accordance with Section 65ILCS 5/139 of the Illinois Municipal Code, and the Local Government Debt Reform Act, 30 ILCS 350/1 (collectively, “the Act”), and

WHEREAS the Mayor and City Council of the City of Oregon (the “Corporate Authorities”) have determined that is advisable, necessary and in the best interests of public health, safety and welfare to improve the wastewater treatment plant. The wastewater treatment plant improvements include the construction of a new Headwork building with a fine screen and grit removal equipment. The wastewater treatment plant improvements also include any acquisition of necessary land or rights in land or other services necessary, useful or advisable to the construction and installation (“the Project”), all in accordance with the plans and specifications prepared by consulting engineers of the City, which project will have a useful life in excess of 30 years; and

WHEREAS the estimated cost of construction and installing the Project, including engineering, legal financial and other related expenses is \$7,323,000, and there are insufficient funds on hand and lawfully available to pay these costs; and

WHEREAS, the loan shall bear an interest rate as defined by 35 Ill Adm. Code 365, which does not exceed the maximum rate authorized by the Bond Authorization Act, as amended, 30 ILCS 305/0.01 et seq., at the time of the issuance of the loan; and

WHEREAS, the principal and interest payment shall be payable semi-annually, and the loan shall mature in 30 years, which is within the period of useful life of the Project; and

WHEREAS the costs are expected to be paid for with a loan to the City from the Water Pollution Control Loan Fund through the Illinois Environmental Protection Agency, the loan to be repaid from revenues of the System and the loan is authorized to be accepted at this time pursuant to the Act; and

WHEREAS, in accordance with the provisions of the Act, the City is authorized to borrow funds from the Water Pollution Control Loan Fund in the aggregate principal amount of \$11,000,000 to provide funds to pay the costs of the Project; and

WHEREAS the loan to the City shall be made pursuant to a Loan Agreement, including certain terms and conditions, between the City and the Illinois Environmental Protection Agency;

NOW THEREFORE be it ordained by the Corporate Authorities of Oregon, Ogle County, Illinois as follows:

SECTION 1. INCORPORATION OF PREAMBLES

The Corporate Authorities hereby find that the recitals contained in the preambles are true and correct, and incorporate them into this Ordinance by this reference.

SECTION 2. DETERMINATION TO BORROW FUNDS

It is necessary and in the best interests of the City to construct the Project for the public health, safety and welfare, in accordance with the plans and specifications, as described; that the System continues to be operated in accordance with the provisions of the Act; and that for the purpose of constructing the Project, it is hereby authorized that funds be borrowed by the City in an aggregate principal amount (which can include construction period interest financed over the term of the loan) not to exceed \$11,000,000.

SECTION 3. PUBLICATION

This Ordinance, together with a notice in the statutory form (attached hereto as Exhibit A), shall be published once within ten days after passage in the Oregon Republican Reporter, a newspaper published and of general circulation in the City, and if no petition, signed by electors numbering 10% or more of the registered voters in the City (i.e. 218 electors) asking that the question of improving the System as provided in this Ordinance and entering into the Loan Agreement therefore be submitted to the electors of the City, is filed with the City Clerk within 30 days after the date of publication of this Ordinance and Notice, then this Ordinance shall be in full force and effect. A petition form shall be provided by the City Clerk to any individual requesting one.

SECTION 4. ADDITIONAL ORDINANCES

If no petition meeting the requirements of the Act and other applicable law is filed during the 30 day petition period, then the Corporate Authorities may adopt additional ordinances or proceedings supplementing or amending this Ordinance providing for entering into the Loan Agreement with the Illinois Environmental Protection Agency, prescribing all the details of the Loan Agreement, and providing for the collection, segregation and distribution of the revenues of the System, so long as the maximum amount of the Loan Agreement as set forth in the Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Any additional ordinances or proceedings shall in all instances become effective in accordance with the Act or other applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for entering into the Loan Agreement under applicable law.

However, notwithstanding the above, the City may not adopt additional ordinances or amendments which provide for any substantive or material change in the scope and intent of this Ordinance, including but not limited to interest rate, preference, or priority of any other ordinance with this Ordinance, parity of any other ordinance with this Ordinance, or otherwise alter or impair the obligation of the City to pay the principal and interest due the Water Pollution Control Loan Program without the written consent of the Illinois Environmental Protection Agency.

SECTION 5. LOAN NOT INDEBTEDNESS OF CITY

Repayment of the loan to the Illinois Environmental Protection Agency by the City pursuant to this Ordinance is to be solely from the revenues derived from the user charge and the loan does not constitute an indebtedness of the City within the meaning of any constitutional or statutory limitation.

SECTION 6. APPLICATION FOR LOAN

The Mayor is hereby authorized to make application to the Illinois Environmental Protection Agency for a loan through the Water Pollution Control Loan Program, in accordance with the loan requirements set out in 35 Ill. Adm. Code 365.

SECTION 7. ACCEPTANCE OF LOAN AGREEMENT

The Corporate Authorities hereby authorize acceptance of the offer of a loan through the Water Pollution Control Loan Program, including all terms and conditions of the Loan Agreement as well as all special conditions contained therein and made a part thereof by reference. The Corporate Authorities further agree that the loan funds awarded shall be used solely for the purposes of the Project as approved by the Illinois Environmental Protection Agency in accordance with the terms and conditions of the Loan Agreement.

SECTION 8. RESERVE ACCOUNTS

As long as the City has outstanding revenue bonds payable from revenues of the system that are senior to the revenue bond authorized by this ordinance, the City shall maintain an account, coverage and reserves equivalent to the accounts, coverages and reserves required by the outstanding ordinances.

SECTION 9. AUTHORIZATION OF MAYOR
TO EXECUTE LOAN AGREEMENT

The Mayor is hereby authorized and directed to execute the Loan Agreement with the Illinois Environmental Protection Agency. The Corporate Authorities may authorize by resolution a person other than the Mayor for the sole purpose of authorizing or executing any documents associated with payment requests or reimbursement from the Illinois Environmental Protection Agency in connection with this loan.

SECTION 10. SEVERABILITY

If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 11. REPEALER

All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

PASSED AND APPROVED this 14th, day of November, 2023

Ayes: _____ Nays: _____ Abstain/Absent: _____

MAYOR
CITY OF OREGON
OGLE COUNTY, ILLINOIS

ATTEST:

CITY CLERK
CITY OF OREGON
OGLE COUNTY, ILLINOIS

PUBLISHED IN THE OREGON REPUBLICAN REPORTER ON _____, 2023.



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: Nov 14, 2023

I am pleased to provide Mayor Williams and the Oregon City Council with the following synopsis of City Business for – Oct 21, 2023 – Nov 10, 2023

Submitted by Darin DeHaan - City Manager:

- I had several meetings with potential new business owners. I'm always glad to see potential new business interests in our community.
- Met with CMAAA to coordinate potential grant efforts.
- I fielded several inquiries on our EV charging station.
- I responded to a few citizen complaints and worked with staff to rectify the issues.
- We met with AOP committee members to debrief on issues and successes identified during AOP weekend. We are working on a new communication plan for next year among other things.
- I joined the Ogle County Economic Development Corporation Board in several meetings and we continue to define the vision of the corporation and how it will play a strategic role in Economic Development in our Region. Huge thank you to Chris Manheim for his expertise and continued guidance on this large endeavor.
- Deputy Chief Kalnins and I attended an Overview of FOIA for Law Enforcement put on by the Attorney General's Office.
- I attended the bid opening for the Old Dayton Superior demolition project. The bids will be presented to the City Council at the November 14th meeting.
- I attended the Fall 2023 Consortium Board of Directors meeting for Project OPEN at KSB.
- Big thank you to Public Works for doing a great job with the Halloween road closure around Koontz subdivision. I had several positive comments on how safe families felt while Trick or Treating in that area. It certainly gets a lot of foot traffic out there each year! Thank you to our police department for working hard to keep everyone safe during Trick or Treating.

- The Lease Grant committee met to review an application from No Stone Unturned. The recommendation will move onto the Economic Development Commission for consideration on 11/07/2023.
- I spent several days with our new IT provider getting programs and hardware setup across the city.
- I met with MCS who developed our economic development website to discuss the future of the site. I have some recommendations that I will share with Mayor Williams for consideration.
- I joined Council Member Mel Cozzi and Chris Manheim for a discussion on Farm to Table/COOP options for our community. Thank you to Kim Ewaldsen from the Small Business Development Center at Sauk Valley Community College for joining us for the discussion and providing great guidance.

City Hall:

- City Hall will be closed November 10th in observance of Veterans Day
- The last yard waste pickup for the year is November 29th, 2023
- The last brush pickup for the year is scheduled for November 27th, 2023

Sustainability Committee:

November 13th meeting has been cancelled, we will be meeting with Region 1 Planning at the December meeting to work on the Sustainability Plan

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

City Council Meeting:

Next meeting 11/28/23 at 5:30 p.m. Oregon City Hall Council Chambers

Economic and Community Development Committee:

Next meeting 12/5/23 at 5:00 p.m. Oregon City Hall Conference Room

Tree Board:

Next Meeting TBD

Public Art Commission:

Next Meeting TBD

Submitted by Bill Covell - Director of Public Works:

Street Department:

- Rehab snowflakes for christmas
- Street Sweeping
- Water Main Break
- Training
- Maintenance on trucks
- Snow plow prep
- Participated in APWA snow plow rodeo



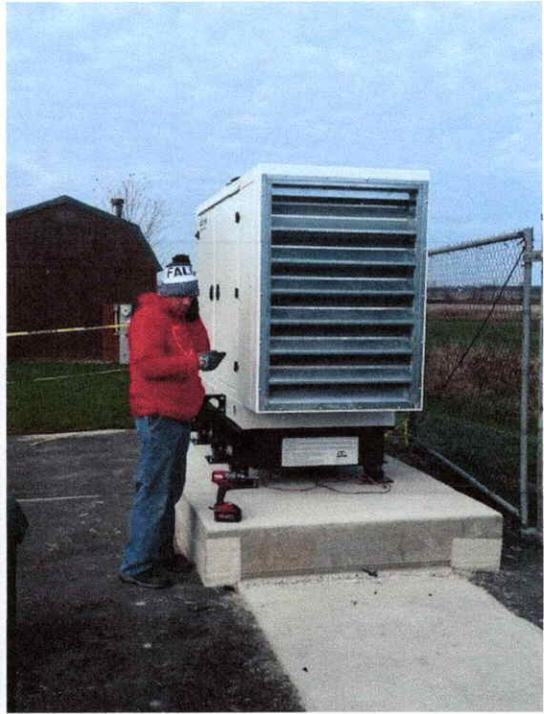
Water / Sewer Departments:

- Julie locates for due to fiber optic installation
- Daily chores and samples
- Pump sludge
- Monthly samples
- Monthly reports
- Mow
- Water main break



Director of Public Works:

- North 3rd Street Project punch list
- Observed and helped with the generator project. .
- APWA winter maintenance operator course
- Pay estimate for striping on mill & overlay projects
- Budgets for capital improvement projects
- Processed monthly bills



Submitted by Deputy Chief Matthew Kalnins:

Police Department:

- SRO Brechon was challenged to an arm wrestling tournament by the Oregon Elementary School 6th Grade Class. SRO Brechon went 45-1, with his only loss coming from Mrs. Connelly. SRO Brechon better ice his arm, because I think the 6th graders are ready for a rematch.



- Halloween was a great day for all, even if we did receive **SNOW**. SRO Brechon and Deputy Chief Kalnins participated in the OES Kindergarten trunk or Treat. They handed out pencils, candy and a special OPD temporary tattoo.



- Due to the snow flakes flying and the wind blowing on Halloween, the Little Explorers daycare postponed their trick or treating until 11-02-2023. One of their stops was the Oregon Police Department. Glow sticks and candy were handed out to all the little ones.



- On November 1, 2023 Deputy Chief Kalnins attended the Northwest Illinois Law Enforcement Legislative Luncheon. This gave Deputy Chief Kalnins a chance to network with other law enforcement executives in the area and a chance to meet state Representatives.



- On 11-6-2023 The Oregon Police Department attended CPR/Narcan and AED training. Thank you to the Oregon Fire Dept and Paramedic Toni Guiffre for instructing the class.