



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 February 13th, 2024, 5:30 P.M.
115 N 3rd Street**

Public Option: Join Meeting via Zoom

Meeting ID: 869 1539 5554

Passcode: 079243

One tap mobile

+13092053325

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESENTATIONS**
- 5. PUBLIC COMMENT**
- 6. APPROVAL OF MINUTES**
- 7. APPROVAL OF WARRANTS AND PAYROLL**
- 8. BUSINESS ITEMS**
 - a. Approve the Appointment of Liz Hiemstra to the Planning and Zoning Commission**
 - b. Approve Ordinance 2024-002 an Ordinance Approving and Authorizing the Execution of a TIF District Redevelopment Agreement by and between the City of Oregon and White Pine Mercantile, Robert Miller, and Sheri Donaldson**
 - c. Approve Resolution 2024-1 Agreement #JN224042 between the City of Oregon and the State of Illinois Department of Transportation – Resurfacing Project on IL 64 from Illinois Street to 1st Street**
 - d. Approve Liquor License Request for Chrissy’s Corner LLC-17 N. River Road**
 - e. Approve Video Gaming License Request for Chrissy's Corner LLC-17 N. River Road**
 - f. Discussion and Potential Approval of Employment Settlement Agreement**

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.

9. PROCLAMATIONS, COMMENDATIONS, ETC

10. DISCUSSION ITEMS

- a. Resolution Authorizing an Agreement with Ogle County Brewery LLC and Toasty Noodles LLC-108 N. 4th Street

11. COMMITTEE REPORTS

- a. PLANNING
- b. ECONOMIC AND COMMUNITY DEVELOPMENT
- c. FINANCE
- d. SUSTAINABILITY
- 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 January 23rd, 2024, 5:30 P.M.
City Hall Council Chambers
115 N 3rd Street

The Council of the City of Oregon met Tuesday January 23rd, 2024, 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 Clerk Cheryl Hilton

Also Present: George Howe, Tom Pacey, and Andy Shaw.

Present via Zoom: Corey Buck, City Attorney Paul Chadwick, Earleen Hinton, and Liz Vos.

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

Deputy Chief of Police Matt Kalnins started the pledge of allegiance.

Council Members Cozzi, Krug, Schuster, Wilson, and Mayor Williams answered roll call. A quorum was present.

Public Comment

None.

Presentations

None.

Approval of Minutes

Council Member Kurt Wilson moved to approve the January 9th, 2024, minutes,
Seconded by Council Member Terry Schuster.

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 \$72,836.13
and the current warrants as listed:

Aaron Montoya	\$480.00
Ace Hardware & Outdoor Center	\$286.90
Ancel Glink, P.C.	\$770.00
Bill Covell	\$480.00
Cheryl Hilton	\$480.00
Cintas	\$222.48
City of Oregon	\$5,000.00

City of Oregon	\$14,066.29
Comcast	\$797.30
Comcast	\$849.96
ComEd	\$28.71
ComEd	\$59.74
ComEd	\$178.33
ComEd	\$795.03
Constellation	\$3,571.02
Corey Fry	\$480.00
Devin DeHaan	\$480.00
Ehmen	\$326.11
Ehmen	\$455.22
Envision Healthcare	\$463.00
Eric Higby	\$480.00
Euclid Managers	\$1,677.38
Greg Spencer	\$480.00
Helm Civil	\$788.75
I Fiber	\$340.00
ILEAS	\$175.00
Illinois Institute for Rural Affairs	\$225.00
Illinois Public Safety Agency Network	\$3,342.00
Jeff Pennington	\$480.00
Jordan Plock	\$480.00
Josh Ellis	\$480.00
Josiah Flanagan	\$480.00
Ken Williams	\$58.07
Ken Williams	\$480.00
Kunes Country Auto Group	\$22.55
Kurt Wilson	\$480.00
Lisa Payne	\$480.00
Lynn Baylor Zies	\$480.00
Maison Crawford	\$480.00
Manheim Solutions	\$2,592.00
Mark Nehrkorn	\$600.00
Mary Elliott	\$480.00
Matt Kalnins	\$840.00
Melanie Cozzi	\$480.00
Merlin Hagemann	\$1,968.73
NAPA	\$1,439.18
No Stone Unturned Crystals & More LLC	\$225.00
Postmaster	\$90.00
Postmaster	\$774.18
Quill	\$72.99
Republic Services #721	\$21,067.20
Scott Wallace	\$480.00
Skyler Bethel	\$480.00
Snyder's Pharmacy	\$322.78
Stillman BancCorp	\$2,036.03
Sun Life Financial	\$438.08
Sundog IT	\$2,579.00

Tad Dominski	\$480.00
Terry Lester	\$480.00
Terry Lester	\$2,000.00
Terry Schuster	\$25.00
Terry Schuster	\$480.00
Tim Brechon	\$480.00
Tim Krug	\$480.00
Tonya Hardy	\$600.00
Verizon	\$766.59
Village of Progress	\$960.00
Vos Marketing & Events	\$315.90
White Pine Mercantile, LLC	\$395.00
Wiggale	\$3,583.78
Willett Hofmann & Associates	\$771.20
Zach McKean	\$480.00
Zoro Tools, Inc	\$239.98
Zoro Tools, Inc	\$597.13
	\$92,278.59

Seconded by Council Member Melanie Cozzi.

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

Business Items

Council Member Melanie Cozzi moved to approve Ordinance 2024-001 and Ordinance amending Lee Ogle Enterprise Zone Boundary, Seconded by Council Member Kurt Wilson.

Discussion: Andy Shaw presented information to the City Council regarding the boundary change. He said with the approval of the Invest in Illinois Act more acreage was put on the map. He said by expanding the boundary in certain areas of the city, commercial scale large apartment complexes will be able to use tax incentives to renovate the buildings.

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

Council Member Kurt Wilson moved to approve a Façade Grant for Ken & Chris Williams, 410 W Washington Street, replace siding and windows, Seconded by Council Member Tim Krug.

Discussion: Economic Development funds will be used for this façade grant.

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

Proclamations, Commendations, etc.

None.

Discussion Items

New Home Incentive Program: Mayor Ken Williams presented a potential New Home Incentive Program to the City Council. The program would include collaboration with the Oregon School District. The idea of the program is to attract new home buyers to Oregon.

The incentive program would waive school and city taxes for the first three years after the home is built. The city utility connection fees would also be reduced. The newly built home also needs to be owner occupied. Council Member Terry Schuster said the program would financially stimulate the local economy.

Request for a Bring Your Own Alcohol Ordinance: City Manager Darin DeHaan stated he has received requests from local business owners of event venues and crafting spaces for patrons to carry in alcoholic beverages. He asked if the City Council would want to add an additional liquor license to include this type of request and asked them to reach out to him with any questions or feedback.

Parking on Street After Snowstorm: City Manager Darin DeHaan said a few individuals reached out to him about the current ordinance. He asked the City Council to consider changing the ordinance to two inches of snowfall instead of one inch. Discussion also included odd/even parking during normal business hours, the downtown historic district being exempt, and snow emergency notifications and when they end.

Committee Reports

Public Art Commission: There is a potential mural project coming up that will need the committee's guidance.

Department Reports

Deputy Chief of Police Matt Kalnins: Thanked the Public Works Department, they did a great job with the snow cleanup.

Council Reports

None.

Council Member Terry Schuster moved to enter executive session to discuss potential legal strategy at 6:37 pm, Seconded by Council Member Tim Krug.

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

Council Member Terry Schuster moved to adjourn the meeting, Seconded by Council Member Kurt Wilson.

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

Adjourn: 6:45 P.M.

Ken Williams, Mayor

Attest: _____
Cheryl Hilton, City Clerk

February 13, 2024

Payroll in amount \$66,093.87

AEP Energy	\$5,037.54
Alfano's	\$223.75
Altofer Inc	\$891.27
Armcor Cartridge Incorporated	\$490.00
Axon Enterprise Inc	\$22,924.60
Bill Covell	\$335.00
Blue Cross Blue Shield	\$17,074.32
Bobcat of Rockford	\$410.20
Bonnell Industries	\$132.12
Bonnell Industries	\$257.18
Bonnell Industries	\$584.60
City of Oregon	\$12,014.18
City of Oregon	\$25,857.53
Comcast	\$246.16
ComEd	\$27.14
ComEd	\$200.49
Constellation	\$1,423.59
Envision Healthcare	\$361.00
Fehr Graham	\$4,390.00
Ferguson Enterprises LLC #3325	\$49.25
Ferguson Enterprises LLC #3325	\$1,525.99
Ferguson Waterworks # 2516	\$2,075.44
Ferguson Waterworks # 2516	\$4,368.49
Fidelity Security Life Insurance	\$148.60
Fischer's	\$2,109.59
Frontier	\$77.37
Frontier	\$117.58
Fyr-Fyter	\$1,226.70
Hach Company	\$2,061.24
Hagemann Horticulture LLC	\$220.00
Helm Civil	\$1,200.04
Helm Civil	\$1,367.96
Hey Tree Service LLC	\$4,400.00
Hometown Auto Repair, LLC	\$1,043.18
Illinois EPA	\$11,677.38
Illinois EPA	\$72,768.30
Iwater, Inc	\$240.00
Jacob & Klein, LTD	\$553.10
Josiah Flanagan	\$40.00
Julie	\$879.69
Locis	\$175.00
Maison Crawford	\$42.00
Maison Crawford	\$230.00

Manheim Solutions	\$2,592.00
Mark Nehrkorn	\$600.00
MCS	\$135.00
Mel's Custom Graphics	\$759.72
Menards	\$132.12
Menards	\$636.51
Morton Salt	\$6,417.28
NAPA	\$948.05
Nicor	\$821.41
Northern Illinois University	\$360.00
Old National Bank	\$1,925.60
Oregon Republican	\$52.00
Polo Cooperative Association	\$3,051.13
Postmaster	\$8.73
Postmaster	\$8.73
Quill	\$591.66
Region 1 Planning Council	\$3,277.50
Republic Services # 721	\$68.00
Republic Services #721	\$21,067.20
Rockford Tech-Systems Inc	\$221.25
Rush Power Systems	\$5,000.00
Servpro of Clinton	\$1,467.90
Shaw Media/Sauk Valley Media	\$31.75
Snyders	\$479.11
SundogIT	\$2,591.00
SuperValu	\$31.53
The Economic Development Group	\$6,067.50
Visa	\$104.85
Visa	\$518.15
Visa	\$1,616.61
White Pine Mercantile, LLC	\$395.00
Willett Hofmann & Associates	\$349.00
Willett Hofmann & Associates	\$1,406.44
Willett Hofmann & Associates	\$3,058.94
Willett Hofmann & Associates	\$13,683.54
	\$281,952.78

City Manager

CITY OF OREGON, ILLINOIS

ORDINANCE NO. 2024-002

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

**WHITE PINE MERCANTILE, LLC AND
ROBERT MILLER & SHERI DONALDSON**

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF OREGON, OGLE COUNTY, ILLINOIS
ON THE 13TH DAY OF FEBRUARY, 2024.**

CITY OF OREGON, ILLINOIS: ORDINANCE NO. 2024-002

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

WHITE PINE MERCANTILE, LLC AND ROBERT MILLER & SHERI DONALDSON

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 White Pine Mercantile, LLC and Robert Miller & Sheri Donaldson (the “Developer”) attached hereto as ***Exhibit A*** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said Redevelopment Agreement and the City Clerk of the City of Oregon is hereby authorized and directed to attest such execution.
3. The Redevelopment Agreement shall be effective the date of its approval on the 13th day of February, 2024.
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 13th day of February, 2024 and filed in the office of the City Clerk of said City on that date.

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

APPROVED: _____, Date ____/ ____ / 2024
Mayor

ATTEST: _____, Date: ____/ ____ / 2024
City Clerk

Attachment: **EXHIBIT A.** Redevelopment Agreement by and between the City of Oregon and White Pine Mercantile, LLC and Robert Miller & Sheri Donaldson.

TAX INCREMENT FINANCING DISTRICT REDEVELOPMENT AGREEMENT

by and between

CITY OF OREGON, OGLE COUNTY, ILLINOIS

and

**WHITE PINE MERCANTILE, LLC AND
ROBERT MILLER & SHERI DONALDSON**

OREGON TAX INCREMENT FINANCING DISTRICT

FEBRUARY 13, 2024

REDEVELOPMENT AGREEMENT
by and between
CITY OF OREGON
and
WHITE PINE MERCANTILE, LLC AND
ROBERT MILLER & SHERI DONALDSON

OREGON TIF DISTRICT

THIS REDEVELOPMENT AGREEMENT (including Exhibits) is entered into this 13th day of February, 2024, by and between the City of Oregon (the “City”), an Illinois Municipal Corporation, Ogle County, Illinois, and White Pine Mercantile, LLC , an Illinois Limited Liability Company, and Robert Miller and Sheri Donaldson (collectively the “Developer”).

PREAMBLE

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

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

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

WHEREAS, included in the Redevelopment Project Area is property leased by the Developer, located at 302 W. Washington Street, Oregon, Illinois, real estate tax property identification number 16-03-160-015 (the “Property”); and

WHEREAS, the Developer is proceeding with plans to renovate the building located on the Property to remove a wall between suites for the continued operation of a business selling home decor and vintage items (the “Project”), and is doing so based on the availability of TIF incentives offered by the City; and

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

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

WHEREAS, pursuant to Illinois Statute 65 ILCS 5/8-1-2.5, the City has the authority to appropriate and expend funds for economic development purposes, including without limitation, the making of

grants to any commercial enterprise that is necessary or desirable for the promotion of economic development within the municipality; and

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

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

WHEREAS, the City and the Developer (the “Parties”) have agreed that the City shall provide reimbursement to the Developer for TIF Eligible Project Costs as specified below in *Section C, Incentives*, up to a cumulative maximum amount not to exceed **25%** of the renovation costs to remove the wall or **Three Thousand Dollars and No Cents (\$3,000.00)**, whichever is less; 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 substantially completing the Project as set forth herein, the City agrees to extend to the Developer the following incentives to assist the Developer’s Project:

1. Upon timely completion of the Project, the City agrees to reimburse the Developer **Twenty-Five Percent (25%)** of the total cost of removing the wall between suites or **Three Thousand Dollars (\$3,000.00)**, whichever is less, from the Oregon TIF District Special Tax Allocation Fund upon verification of such TIF Eligible Project Costs pursuant to *Section E* below.
2. The Developer shall at all times remain in full compliance with every term of this Agreement, including the following:
 - i. The Developer shall maintain a valid lease for the Property.
 - 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.
3. In order to continue receiving the incentives set forth herein, the Developer agrees to provide any information to the City upon request of the City regarding the number of jobs created and/or retained by the Project as may be required by the Act and by the Illinois Comptroller.

D. LIMITATION OF INCENTIVES TO DEVELOPER

1. The Developer shall be reimbursed by the City for all Eligible Project Costs permitted by the Act (subject to a limitation of **\$3,000.00**) from the real estate tax increment in the Special Account, but only for the Term of this Agreement and only from the Property included in this Project and currently owned by the Developer at that location.
2. It is not contemplated nor is the City obligated to use any of its proportionate share of the monies for any of the Developer’s Eligible Project Costs but, rather, the City shall use its sums for any purpose under the Act as it may in its sole discretion determine.
3. The Developer agrees to substantially complete the project, subject to Force Majeure, as defined

below.

4. Notwithstanding anything contained herein to the contrary, the City may suspend payments under this Agreement or unilaterally terminate this Agreement, if the property becomes vacant for more than 180-consecutive days.

E. PAYMENT OF ELIGIBLE PROJECT COSTS

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

terms 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 of the Developer to complete the Project 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

With Copy to:

Jacob & Klein, Ltd.
The Economic Development Group, Ltd.
1701 Clearwater Avenue
Bloomington, IL 61704
Telephone: (309) 664-7777
Fax: (309) 664-7878

TO DEVELOPER:

White Pine Mercantile, LLC
Attn: Robert Miller
508 S 9th St.
Oregon, IL 61061

White Pine Mercantile, LLC
Attn: Sheri Donaldson
111 S 2nd St.
Oregon, IL 61061

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: _____
Mayor, City of Oregon

ATTEST:

City Clerk, City of Oregon

DEVELOPER
White Pine Mercantile, LLC, an Illinois
Limited Liability Company

BY: _____

Name: _____

and

Robert Miller

and

Sheri Donaldson

EXHIBIT 1

SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS

White Pine Mercantile, LLC and Robert Miller & Sheri Donaldson

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

Project Description: The Developer is leasing the commercial building located on the Property and proceeding with plans to renovate the building to remove a wall between suites for the continued operation of a business selling home decor and vintage items.

Street Location: 302 W. Washington Street, Oregon, Illinois

PIN#: 16-03-160-015

Estimated TIF Eligible Project Costs:

Rehabilitation/Renovation Costs to Remove Wall \$12,700

Total Estimated TIF Eligible Project Costs* \$12,700

*The City's reimbursement of Eligible Project Costs to the Developer shall not exceed **25%** of the renovation costs for removing the wall or **\$3,000.00**, whichever is less, as set forth in this Redevelopment Agreement.

EXHIBIT 2

CITY OF OREGON, ILLINOIS OREGON TAX INCREMENT FINANCING DISTRICT

PRIVATE PROJECT REQUEST FOR REIMBURSEMENT BY

WHITE PINE MERCANTILE AND ROBERT MILLER & SHERI DONALDSON

Date: _____

Attention: City TIF Administrator, City of Oregon, Illinois

Re: TIF Redevelopment Agreement, dated February 13, 2024
by and between the City of Oregon, Illinois, and
White Pine Mercantile, LLC and Robert Miller & Sheri Donaldson (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: White Pine Mercantile, LLC
3. AMOUNTS REQUESTED TO BE DISBURSED:

Description of TIF Eligible Project Cost	Amount
Total	

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

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

City of Oregon
FAP Route 17A (IL 64)
State Section (104, 105)RS-2
City Section 23-00050-00-RS
Ogle County
Job No. C-92-092-20
Contract No. 64P58
Agreement No. JN224042

AGREEMENT

This agreement, entered into this _____ day of _____, A.D., 20____, by and between the state of Illinois, acting by and through its Department of Transportation, hereinafter called the STATE and the City of Oregon, of the state of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and insure safety to the motoring public, is desirous of pavement patching, milling and resurfacing of approximately 1.08 miles of IL 64 (Washington Street) starting near a point approximately 500-feet north of Illinois Street to 1st Street, and upgrading the Accessible Pedestrian Signals at 10th St, 4th St, and 3rd St intersections in Oregon, Illinois, by providing for two 13-foot traffic through lanes, one bi-direction turn lane, resurfacing the parking lanes along IL 64 (Washington Street) from North 6th Street to North 2nd Street, and by performing all other work necessary to complete the improvement in accordance with the approved plans and specifications, FAP 17A, STATE Section (104, 105)RS-2, CITY Section 23-00050-00-RS, hereinafter called the PROJECT; and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, acquire all necessary right-of-way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications and contract.
2. The STATE agrees to pay all construction and engineering costs, subject to payment by the CITY for its share of the improvement as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

Type of Work	Federal		State		Oregon		Total
	Cost	%	Cost	%	Cost	%	
All Construction Cost	\$722,826	80%	\$180,707	20%			\$903,533
Parking Lanes			\$20,321	50%	\$20,321	50%	\$40,642
Manholes to be adjusted, Approx. 36 ea.					\$25,200	100%	\$25,200

Water Valves to be adjusted, Approx. 6 ea					\$3,125	100%	\$3,125
Frame & Lid Ty 1 closed lid approx. 9 ea					\$3,375	100%	\$3,375
Traffic signals at 10 th St	\$5,920	80%	\$962	13%	\$518	7%	\$7,400
Traffic Signals at 3 rd St	\$13,480	80%	\$1,685	10%	\$1,685	10%	\$16,850
Sub-total	\$742,226		\$203,675		\$54,099		\$1,000,000
P&C Eng.15%	\$111,334		\$30,551		\$8,115		\$150,000
Total	\$853,560		\$234,226		\$62,214		\$1,150,000

Participation and reimbursement shall be predicated on the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities times contract unit prices plus 15% for preliminary and construction engineering.

4. The CITY has passed a resolution appropriating sufficient funds to pay its share of the cost of this improvement, a copy of which is attached hereto as Exhibit A and made a part hereof. The CITY agrees to pay to the Department of Transportation of the state of Illinois, upon award of this project, from any funds allotted to the CITY, the amount of 80% of its estimated obligation under the provisions of this agreement and will pay to the said department the remainder of its obligation in a lump sum upon completion of the project based upon final costs.
5. The CITY agrees to enforce the existing parking ordinance on IL 64 (Washington Street) within the limits of this improvement in the City of Oregon, a copy of which is on file at the STATE'S district office.
6. The CITY agrees to enforce an existing ordinance prohibiting the discharge of sanitary and industrial wastewater into the storm water drainage systems, a copy of which is on file at the STATE's district office.
7. Prior to the STATE advertising for the work to be performed hereunder, the disposition of encroachments will be cooperatively determined with representatives from the CITY and the STATE.

The CITY shall continue to enforce an existing ordinance, relative to the disposition of encroachments within the limits of the improvements, a copy of which is on file at the STATE's district office.

8. The CITY agrees not to permit the construction of additional entrances (private or commercial) onto IL 64, within the limits of this improvement without the concurrence of the Department of Transportation
9. Prior to construction, the CITY shall exercise its franchise right to cause utilities to be relocated, if necessary, at no expense to the STATE.
10. The CITY agrees to cause its utilities located on right-of-way after said right-of-way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted at no expense to the STATE.

11. Upon final field inspection of the improvement and so long as IL 64 is used as a state highway, the STATE agrees to maintain or cause to be maintained the two 13-foot and variable width through traffic lanes, turn lanes, painted pavement markings, curb and gutter and/or shoulders adjacent to said through traffic lanes.
12. Upon final field inspection of the improvement, the CITY agrees to maintain their portions of the improvement which are not maintained by the STATE, including sidewalks which includes ADA ramps, parkways, guardrails, crosswalks and pavement markings (Stop bars, crosswalks and any transverse markings), CITY owned utilities including the appurtenances thereto, highway lighting including furnishing the electrical energy therefore, and the following items which are not to be maintained by the STATE including:
 - A. Storm sewers and appurtenances and to perform those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids plus structural failures; and
 - B. Sanitary sewers and appurtenances and to perform those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, and manholes along with the repair or replacement of manholes ' frames, grates or lids plus structural failures between adjacent manholes; and
 - C. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction, including all turn lanes, up to the edge of pavement of IL 64 through traffic lanes.
13. The CITY agrees to all covenants contained in previous agreements or letters of understanding relating to City owned utilities, maintenance, electrical energy, enactment of ordinances, etc., on the section to be improved within the City limits, shall remain unchanged.
14. The CITY agrees to provide written approval of that portion of the plans and specifications relative to the CITY'S financial and maintenance obligations described herein, prior to the STATE'S advertising for the aforescribed proposed improvement, attached as Exhibit B.
15. This agreement shall be subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the agreement.
16. This agreement and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

17. This agreement No. JN224042 shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

ATTEST:

CITY OF OREGON

By: _____
Cheryl Hilton
City Clerk

By: _____
Ken Williams
Mayor

Date: _____, 20__

Date: _____, 20__

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Stephen M. Travia, P.E.
Director of Highways Project
Implementation
Chief Engineer

Date: _____, 20__

EXHIBIT A
RESOLUTION

WHEREAS, the City of Oregon has entered into an agreement with the State of Illinois for reconstruction improvement project on FAP 17A (IL 64), STATE Section (104, 105)RS-2, City Section 23-00050-00-RS

WHEREAS, in compliance with the aforementioned agreement it is necessary for the CITY to appropriate funds to pay its share of the cost of said improvement.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of SIXTY-TWO THOUSAND TWO HUNDRED FOURTEEN AND NO/100 DOLLARS (\$62,214), or so much thereof as may be necessary, from any money now or hereafter allotted to the CITY, to pay its share of the cost of this improvement as provided in the agreement; and,

BE IT FURTHER RESOLVED, that upon award of this project, the CITY agrees to pay to the Department of Transportation of the state of Illinois from any funds allotted to the CITY, an amount of 80% of its estimated obligation under the provisions of this agreement and will pay to the said department the remainder of its obligation in a lump sum upon completion of the project based upon final costs.

BE IT FURTHER RESOLVED that the CITY agrees to pass a supplemental resolution to provide additional funds if the amount appropriated herein proves to be insufficient to cover said cost.

STATE OF ILLINOIS)
) SS
CITY OF OREGON)

I, _____, City Clerk in and for the City of Oregon, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on _____, 20 ____.

IN TESTIMONY WHEREOF, I have hereunto set my hand this ____ day of _____, 20 ____.

City Clerk

EXHIBIT B
RESOLUTION

APPROVING PLANS AND SPECIFICATIONS AS PROPOSED BY THE STATE
OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, FOR A JOINT CITY-STATE
RESURFACING PROJECT ON FAP 17A (IL 64), STATE SECTION (104, 105)RS-2,
IN THE CITY OF OREGON, OGLE COUNTY, ILLINOIS

WHEREAS be it hereby resolved by the City Council of the City of Oregon that the plans and specifications as proposed by the state of Illinois, Department of Transportation for the milling and resurfacing of FAP Route 17A (IL 64), State Section (104, 105)RS-2, are hereby considered satisfactory and acceptable.

I, _____, City Clerk in and for the City of Oregon, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on _____, 20 ____.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____, A.D., 20 ____.

City Clerk

The CITY OF OREGON certifies that:

1. The number shown on this form is the CITY'S correct taxpayer identification number (or the CITY is waiting for a number to be issued to them), and
2. The CITY is not subject to backup withholding because: (a) the CITY is exempt from backup withholding, or (b) the CITY has not been notified by the Internal Revenue Service (IRS) that the CITY is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that the CITY no longer subject to back-up withholding, and
3. The CITY'S person with signatory authority for this AGREEMENT is a U. S. person (including a U.S. resident alien)

Taxpayer Identification Number:

Social Security Number

Or

Employer Identification Number

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name the name of the business and the owners SSN or EIN. For all other entities enter the name of the entity as used to apply for the entity EIN and the EIN.)

Legal Status

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Government |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or Trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral home /Cemetery |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> D= Disregarded entity |
| | <input type="checkbox"/> C= Corporation |
| | <input type="checkbox"/> P= Partnership |

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
17A	(104, 105)RS-2	OGLE	1	1
		ILLINOIS	CONTRACT NO. 64P58	

D-92-062-20



LOCATION OF SECTION INDICATED THUS: —

FOR INDEX OF SHEETS, SEE SHEET NO. 2
FOR STATE STANDARDS, SEE SHEET NO. 2

HIGHWAY CLASSIFICATION
F.A.P. ROUTE 17 (IL 64)
CLASSIFICATION: MINOR ARTERIAL
ADT = 10,000 (2022)
P.V. = 92%
M.U. = 4%
S.U. = 4%
POSTED SPEED: 30, 35, & 55 MPH

PROPOSED
HIGHWAY PLANS

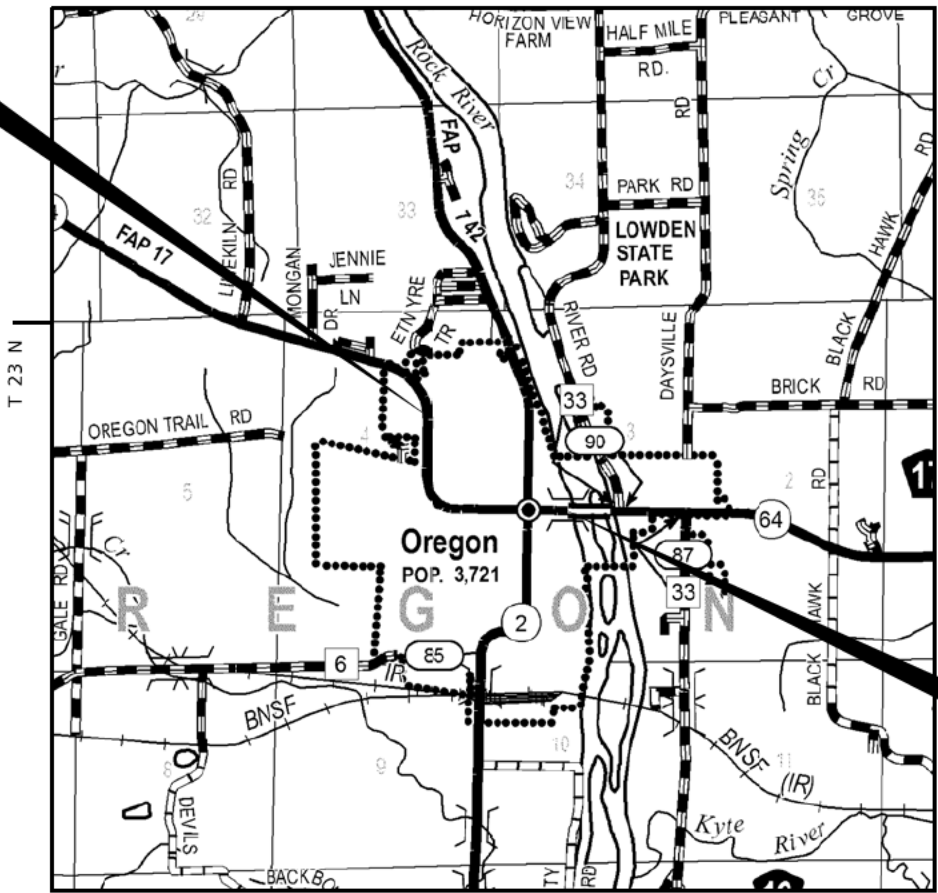
F.A.P. ROUTE 17 (IL 64)
SECTION (104, 105)RS-2
PROJECT STP-RT1G(091)
PAVEMENT PATCHING, HMA RESURFACING
OGLE COUNTY

C-92-092-20

R 10 E



PROJECT BEGINS
STA. 990 + 32





City of Oregon

115 N 3rd Street, Oregon, IL 61061

Application for Annual Liquor License

This application is made pursuant to the provisions of Chapter 8.08 (Liquor Control Regulations) of the City of Oregon Code. See attached appendix for a synopsis of license classifications, conditions, and fees.

Instructions: Application must be completed in its entirety. Applicant must obtain a State of Illinois Retailer's Liquor License in addition to the City of Oregon license. State applications are available from the Illinois Liquor Control Commission: 312.814.2206 | www2.illinois.gov/ilcc/Pages/Home.aspx

Class of license applied for (check all that apply):

- | | | | |
|-------------------------------------|-----------|--|----------|
| <input checked="" type="checkbox"/> | Class A | Retail Sale on Premises Consumption | \$750.00 |
| <input type="checkbox"/> | Class B | Retail Sale not for On Premises Consumption | \$350.00 |
| <input type="checkbox"/> | Class C | Retail Sale - Bowling Alley | \$350.00 |
| <input type="checkbox"/> | Class D | Retail Sale - Beer and Wine - Restaurant | \$400.00 |
| <input type="checkbox"/> | Class E | Retail Sale - Club Members | \$350.00 |
| <input checked="" type="checkbox"/> | Class A-1 | Retail Sale - Sunday - On Premises | \$600.00 |
| <input type="checkbox"/> | Class B-1 | Retail Sale - Sunday - Not On Premises Consumption | \$450.00 |
| <input type="checkbox"/> | Class C-1 | Retail Sale - Sunday - Bowling Alley | \$600.00 |
| <input type="checkbox"/> | Class D-1 | Retail Sale - Sunday Beer and Wine Only | \$300.00 |
| <input type="checkbox"/> | Class E-1 | Retail Sale - Sunday - Club Members | \$450.00 |
| <input type="checkbox"/> | Class F | Temporary License - Sale and tasting | \$100.00 |
| <input type="checkbox"/> | Class G | Liquor Tasting | \$200.00 |
| <input type="checkbox"/> | Class G-1 | Liquor Tasting - Sunday | \$200.00 |
| <input type="checkbox"/> | Other | One Day License for Festivals and Holiday Weekend | \$100.00 |

Required Attachments: Application will not be processed until the following are also submitted:

- ☐ Copy of State of Illinois Liquor License (City license will be granted first. Obtain and submit State license prior to service of alcoholic beverages and within 30 days of receipt of City license. Failure to do so may result in revocation of City license).
- ☐ Certificate of Dram Shop insurance coverage, including name and address of insurance company, in effect and providing coverage for a period of time that extends the full duration of the license.
- ☐ Copies of current food preparation licenses from any off-premises kitchens where food that may be served is prepared.
- ☐ Signed Affidavit (see page 5 of this application packet).
- ☐ Copy of proposed menu.
- ☐ Diagram of premises layout; dimensions of any bar or counter, lounge or waiting area, and general seating area.
- ☐ Copy of lease for premises, if applicable.
- ☐ Copy of Illinois Secretary of State's most recent certification of authority to do business as a corporation, e.g., Articles of Incorporation or Certificate of Good Standing (if applicable).
- ☐ Fingerprint cards
- ☐ Attachments required for Sections II, III, and XI (if applicable)



City of Oregon

115 N 3rd Street, Oregon, IL 61061

I. Applicant Information

- a. Full name: Chrissy's Corner, LLC
- b. Applicant is: an individual ☐ a partnership ☐ a corporation ☒ LLC
- c. Name under which business is to be conducted: _____
- d. If name under which business is to be conducted differs from the name of the applicant, has name of business been registered in the Assumed Name Registry of the Ogle County Clerk's Office?
Yes ☐ No ☒

II. Licensed Premises Information

- a. Street address of licensed premises: 17 N. River Rd., Oregon, IL 61061
- b. Describe the nature of applicant's principal business conducted at licensed premises: Bar / Restaurant
- c. State nature of applicant's interest in the premises for which this license is sought and attach documentation as necessary for information requested:
- Owner – Provide date acquired and Ogle County Recorder's document number for recorded deed: _____
 - Beneficiary – Provide name of trustee, date of acquisition by trust, and Ogle County Recorder's document number for recorded deed: _____
 - Lessee – Provide copy of lease.

III. Qualification of Business and Suitability of Premises

[NOTE: If the answer to any of the following questions is "yes," use back of form to provide date(s) and full explanation. Attach additional pages if necessary.]

- a. Has any individual, organization, association, or agent thereof other than applicant paid or agreed to pay, whether directly or indirectly, for the license being sought? Yes ☐ No ☒
- b. Has any manufacturer, importing distributor, or distributor directly or indirectly paid or agreed to pay for this license, advanced money or anything of value, or any credit (other than merchandising credit in the ordinary course of business for a period not to exceed 30 days), or is such person directly or indirectly interested in the ownership, conduct or operation of the place of business? Yes ☐ No ☒
- c. Is the applicant or any affiliate, associate, subsidiary or officer, or other agent directly engaged in the manufacture of alcoholic liquors? Yes ☐ No ☒
If the answer is "yes," at what location or locations? _____
- d. Is the applicant engaged in the business of an importing distributor or distributor of alcoholic liquors? Yes ☐ No ☒
- e. Has the individual applicant, any partner, or any officer, manager, director, or 20% stockholder of the corporation ever been convicted of any gambling offense? Yes ☐ No ☒
- f. Has the individual applicant, any partner, or any officer, manager, director, or 20% shareholder even been issued a Federal Gaming Device Stamp or Federal Wagering Stamp? Yes ☐ No ☒
- g. Has the applicant ever had a previous liquor license revoked, suspended, or been fined for a liquor violation by a local government or by any state or subdivision thereof? Yes ☐ No ☒
- h. Has the applicant ever received any notices or citations of violations from the Illinois Liquor Control Commission? Yes ☐ No ☒
- i. Are you, or any other person with a direct interest in your place of business, an employee of Oregon or a public official or law enforcement official in the City of Oregon? Yes ☐ No ☒



City of Oregon

115 N 3rd Street, Oregon, IL 61061

IV. Additional Information

- a. Location(s) where food will be prepared? 17 N. River Rd, Oregon, IL
- b. Is applicant licensed as a food dispenser? _____
- c. Do you plan to have carry-out service? Yes ☒ No ☐
- d. Do you plan to have delivery service? Yes ☐ No ☐
- e. What is the seating capacity of any proposed bar or counter? 36
- f. What is the proposed seating capacity of the restaurant? 32
- g. Describe the methods and procedures the applicant proposes to use in billing customers and maintaining records of sales to customers at any bar, counter, shelf, or substitute thereof: POS system
- h. Describe the reservation and seating practices the applicant proposes to use to ensure any liquor-only service is segregated from the remaining portion of the restaurant: Open Seating - no reservations
ID will be checked for anyone
that appears to be 30 or younger

Notice to Applicant:

- The Local Liquor Control Commissioner may also require the applicant to submit to any examination and to produce any books, records, and information which, in the Commissioner's judgment, are material to the determination of whether the applicant is qualified to receive a license under Chapter 8.08 of the Oregon City Code, or whether the premises sought to be licensed are suitable for such purpose.
- In addition to the foregoing sections, the information in Sections V through XI is also required and to the extent possible, will be kept confidential.
- Failure to provide any required information will result in the non-issuance of the license.
- All persons who signed this application in Section IX, page 5, must also sign the Affidavit in Section X, page 5.

**City of Oregon**

115 N 3rd Street, Oregon, IL 61061

V. Applicant Information – Individual Applicant (Applicant must also complete applicable portions of Section XI of this application. If applying as a corporation or partnership, skip this section).

- a. Full name: _____ Phone Number: _____
- b. Home address: _____
- c. State the name, address, and type of any business previously operated by applicant (use back of form if necessary): _____

VI. Applicant Information – Corporations (if applying as an individual or partnership, skip this section).

- a. Name of corporation: Chrissy's Corner, LLC
- b. Principal Place of Business: 17 N. River Rd., Oregon, IL 61061
- c. Address: 17 N. River Rd, Oregon Phone Number: _____
- d. Date Incorporated: 12/29/23 State: IL
- e. Date most recent annual report was filed: _____
- f. Name of registered agent: Dawn Wiechowski
- g. Address of registered agent: _____
- h. Names and addresses of all officers and directors, and stockholders owning directly or beneficially, in the aggregate, more than 5% of the stock (all persons listed in the below table must also complete applicable portions of Section XI of this application):
- i. LLC Number: _____

NAME	ADDRESS	OFFICE	% OF STOCK HELD
<u>Dawn Wiechowski</u>			
<u>Jeffery Wiechowski</u>			

VII. Applicant Information – Partnership (if applying as an individual or corporation, skip this section).

- a. Name of Partnership: _____
- b. Address of Partnership: _____
- c. Date Partnership was formed: _____
- d. Is Partnership registered in the Ogle County Clerk's Assumed Name Registry? Yes ☐ No ☐
- e. Names and addresses of all general partners and all limited partners owning more than 5% of the aggregate limited partner interest in the partnership (all persons listed in the below table must also complete applicable portions of Section XI of this application):

NAME	ADDRESS	% OF OWNERSHIP INTEREST

VIII. Manager/Agent Information – Complete this section if business will be conducted by a manager or agent. The manager/agent must also complete applicable portions of Section XI of this application.

- a. Full name: _____ Phone Number: _____
- b. Home address: _____

**RESOLUTION AUTHORIZING AN AGREEMENT
with OGLE COUNTY BREWERY LLC and TOASTY NOODLES LLC
for 108 N. 4TH STREET in OREGON**

RESOLUTION NO. _____

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Oregon (hereinafter the “City”), Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, Ogle County Brewery LLC, an Illinois limited liability company (hereinafter “OCB”) operates a brewpub business at 400 Washington Street in Oregon; and

WHEREAS, Toasty Noodles LLC, an Illinois limited liability company (hereinafter the “Developer”) is desirous of opening a restaurant serving Asian cuisine at 108 N. 4th Street in Oregon; and

WHEREAS, the owners of OCB and the Developer have approached the City to enter into an agreement for the issuance of a liquor license to the Developer and the transfer of OCB’s video gaming license to the Developer; and

WHEREAS, the City seeks to support local business owners in order to maintain the local tax base and maintain employment; and

WHEREAS, in order to preserve the building and businesses at both 400 Washington Street and 108 N. 4th Street in Oregon, the City seeks to enter into an agreement with OCB and the Developer.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF OREGON, ILLINOIS as follows:

SECTION ONE: The foregoing Recitals are not mere preparatory language but are hereby incorporated in this Section 1 as if said Recitals were fully set forth.

SECTION TWO: The City Manager is authorized and directed, by this action of the City Council, to take all steps necessary to: enter into an Agreement with OCB and the Developer, in a form substantially consistent with the terms of the attached Exhibit 1; any changes to be reviewed and approved by the City attorney.

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

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS ____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED THIS ____ day of _____, 2024.

MAYOR

ATTEST:

CITY CLERK

AGREEMENT

This Agreement ("Agreement") dated as of this ____ day of _____, 2024, is made by and between the CITY OF OREGON, an Illinois municipal corporation, having its offices at 115 N. 3rd Street, Oregon, IL 61061 (hereinafter the "City"), OGLE COUNTY BREWERY LLC, an Illinois limited liability company (hereinafter "OCB"), and TOASTY NOODLES LLC, an Illinois limited liability company (hereinafter the "Developer").

RECITALS

WHEREAS, the City is a duly organized and existing municipality created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, as supplemented and amended;

WHEREAS, the Developer has entered into a lease with the owner of the property located at 108 N. 4th Street in Oregon (hereinafter the "Property"), and is desirous of opening a restaurant serving Asian cuisine and Asian liquor and beer for consumption on the premises. The Property is legally described in Exhibit A, and a map of the Property is included in Exhibit B, both of which are attached hereto and made a part hereof; and

WHEREAS, the City previously issued a liquor license and video gaming license to OCB for the brewpub business it presently operates in the neighboring building at 400 Washington Street; and

WHEREAS, OCB and the Developer share a common owner, namely BRIAN WYNN; and

WHEREAS, OCB advises that it has never utilized video gaming for its brewpub business at 400 Washington Street and is amenable to transferring its video gaming license to the Developer; and

WHEREAS, the City, after due and careful consideration, has concluded that the issuance of a Class A liquor license to the Developer, and permitting OCB to transfer its video gaming license to the Developer, are necessary to preserve the buildings and local businesses in order to support continued growth of downtown Oregon, and to encourage an increase in the assessed valuation of real estate situated within the downtown area, as well as increase the economic activity within the City, and maintain jobs within the City, and otherwise be in the best interests of the City by furthering the health, safety, morals, and welfare of its residents and taxpayers; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Developer agree as follows:

SECTION I

INCORPORATION OF RECITALS

The Recitals set forth above are an integral part of this Agreement and by this reference incorporated herein in this Section I.

SECTION II

REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Parties. To induce one another to execute this Agreement and perform their respective obligations hereunder, Developer hereby represents and warrants to the City, and the City represents and warrants to the Developer, as follows:

A. Representations of Developer and OCB:

i. Developer and OCB are both duly organized and existing limited liability companies in good standing under the laws of the State of Illinois;

ii. No litigation or proceedings are pending, or to the best of Developer's and OCB's knowledge, are threatened against Developer or OCB, which: (i) affect the ability of Developer or OCB to perform their obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) materially affect the operation or financial condition of Developer or OCB;

iii. To the best of Developer's and OCB's knowledge, the execution, delivery and performance by Developer and OCB of this Agreement does not constitute, or will not, upon giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which Developer or OCB are parties to or may be bound under;

iv. The parties executing this Agreement on behalf of Developer and OCB have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein.

B. Representations of City:

i. No litigation or proceedings are pending, or to the best of the City's knowledge, are threatened against City, which : (i) affect the ability of City to perform its obligations pursuant to and as contemplated by the terms and provisions of this Agreement; or (ii) materially affect the operation or financial condition of City;

ii. No litigation or proceedings are pending, or to the best of the City's knowledge, are threatened, (a) before any court or governmental agency having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement regarding a determination that the contemplated Agreement, or payments contemplated to be made hereunder, are contrary to law, (b) before a court or governmental agency having

jurisdiction thereof challenging the legitimacy of the Downtown and Southern Gateway Redevelopment Project Area and Plan.

iii. The execution, delivery and performance by the City of this Agreement does not constitute, or will not, upon giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which the City is a party to or may be bound under;

iv. The parties executing this Agreement on behalf of the City have been duly authorized by all appropriate action to enter into, execute, and deliver this Agreement and perform the terms and obligations contained herein.

2.2 Survival of Representations and Warranties. The parties agree that all of its representations and warranties set forth in this Section and elsewhere in this Agreement are true as of the execution date of this Agreement and shall survive for the term of this Agreement. To the extent any of the representations and warranties cease to be true, Developer or the City, as applicable, shall immediately notify the other party of the same.

SECTION III **DEVELOPER, OCB, AND CITY OBLIGATIONS**

3.1 Development and Operations. Developer shall comply with all applicable federal, state and local regulations, codes, ordinances and laws of general applicability in completing the buildout of the restaurant business at the Property.

3.2 Issuance of Liquor License and Video Gaming License. Upon such time as the restaurant buildout referenced in Section 3.1 is completed, Developer shall be entitled to apply for a Class A liquor license and a video gaming license. Assuming Developer has met all other federal, state and local requirements, the City shall issue a Class A liquor license to Developer and shall make arrangements for the transfer of the video gaming license from OCB to Developer. The liquor license issued herein shall be held by Developer subject to the additional conditions imposed by the City, as set forth more fully in Sections 3.3 and 3.4 below. Following the transfer of the video gaming license from OCB to Developer, OCB shall have no legal right to conduct any video gaming, except as provided in Section 3.4 below. Other than the transfer of video gaming, however, OCB's liquor license shall remain unaffected.

3.3 Liquor License Conditions. The buildout and use of the restaurant business at the Property shall conform to all legal requirements, including, but not limited to, the City's Code of Ordinances in effect as of the date of this Agreement, and any state, federal or agency regulations that may be applicable. Additionally, Developer agrees to allow the City and any of its agents to enter upon the Property at any reasonable time to inspect the restaurant business and to ensure that it is operating primarily as a restaurant. For purposes of this Agreement, Developer's business operated at the Property shall be deemed to be operating primarily as a restaurant if it meets all of the following criteria during each month it is open, commencing with the first day of the first full

month Developer's business is open to the public (by way of example only, if Developer's business is first open to the public on June 5, 2024, the first month the business will be judged by the criteria below will be from July 1st through July 31st, 2024):

- a. Is open to the public at least 5 days out of the week for at least 4 hours each day,
- b. Offers predominantly Asian cuisine for consumption onsite or carry-out,
- c. Offers Asian-related liquor and Asian-related beer for consumption onsite only, and
- d. Receives at least _____% of its monthly revenue from food and liquor sales.
- e. No advertising for gaming or alcohol will be viewable from the outside of the building.

In order to verify compliance with the above, Developer agrees to make available for inspection all point of sale data and related monthly reports, as well as any monthly gaming revenue reports, in addition to any other reports or information that may be requested by the City. If the City determines, in its sole and absolute discretion, that Developer has failed to satisfy the above criteria for any full month following the first full month it is open to the public (as defined above), then the City shall have the authority to temporarily suspend or revoke Developer's liquor license and video gaming license.

3.4 Relocation of OCB Operations. In the event OCB desires to relocate its brewpub business to a location in Oregon other than 400 Washington Street and desires to resume video gaming at said new location, OCB shall submit its request to the City in writing. If the City approves said request, OCB shall be permitted to remove the gaming machines from the Property and relocate them to its new location where video gaming may resume. In such event, Developer's video gaming license would terminate.

3.5 Hearings and Approvals. The City agrees to promptly hold all hearings, post or publish all notices, undertake all reviews and otherwise take all actions as expeditiously as possible to assist Developer in completing its restaurant buildout project, including, without limitation, issuing approvals and permits for the same. Developer shall be responsible for all applicable application, license and permit fees and costs. To the extent the City fails to grant any license or permit applied for by the Developer, Developer shall have the right to terminate this Agreement.

SECTION IV **COMPLIANCE WITH LAW**

4.1 Use of Land. Developer intends that the Property shall be utilized solely as a restaurant serving predominantly Asian cuisine, Asian-related liquor and Asian-related beer.

5.2 Compliance with Law. Neither Developer nor any of its contractors, subcontractors or material suppliers shall discriminate based upon race, color, religion, sex, national origin or

ancestry, age, handicap or disability, sexual orientation, military status, parental status or source of income in the buildout of the restaurant business at the Property.

SECTION V

DEFAULT REMEDIES

5.1 **Defaults/Remedies.** If, subject to paragraph 5.2, either Party shall default under this Agreement or fail to perform or keep any term or condition required to be performed or kept by such Party, such Party shall, upon written notice from the other party proceed to cure or remedy such default or breach within fifteen (15) days after receipt of such notice, provided, however, that in the event such default is incapable of being cured within said fifteen (15) day period and the defaulting party commences to cure the default within said fifteen (15) day period and proceeds with due diligence to cure the same, such party shall not be deemed to be in default under this Agreement. In the case of a City default, the Developer shall have the remedy of specific performance in addition to any other remedy it may have at law or in equity. In the event of a default by Developer, the City may suspend or revoke altogether the liquor license and/or the video gaming license.

5.2 **Event of Default.** For purposes of the Agreement, the occurrence of any one or more of the following shall constitute an "Event of Default":

- A. If, at any time, any material term, warranty, representation or statement made or furnished by City or Developer (including the representations and warranties of Developer and City described in subsection 2.1 hereof) is not true and correct in any material respect because of which either Party is unable to fulfill its obligations hereunder; or
- B. Failure by Developer or City to meet any of the conditions or covenants contained in this Agreement; or
- C. If any petition is filed by or against City or Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing (and in the case of involuntary proceedings, failure to cause the same to be vacated, stayed or set aside within ninety (90) days after filing); or
- D. Any assignment, pledge, encumbrance, transfer or other disposition which is prohibited under this Agreement.
- E. If any mortgage foreclosure action is filed against the Developer.

5.3 **Waiver and Estoppel.** Any delay by City or Developer in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive City or Developer of or limit such rights in any way. No waiver made by City or Developer with respect to any specific default shall be construed, considered or treated as a waiver of the rights of City or Developer with respect to any other defaults.

SECTION VI **PERFORMANCE**

6.1 **Time of the Essence.** Time is of the essence of the Agreement.

6.2 **Permitted Delays.** Neither City nor Developer shall be considered in breach of its obligations with respect to the commencement and completion of Developer's restaurant business because of the impossibility of performance or the limitations of Illinois law, or in the event of delay in the performance of such obligations due to unforeseeable causes beyond such Party's control and without such Party's fault or negligence, including any delays or due to court order, acts of God, acts of the public enemy, acts of the United States, acts of the other party, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, embargoes, economic exigencies, shortages of labor or materials and severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended for the period of the enforced delay if City or Developer, as the case may be, seeking the extension shall notify in writing the other within twenty (20) days after the beginning or any such delay and shall use diligence in attempting to complete performance of its obligations.

SECTION VII **GENERAL**

7.1 **Drafter Bias.** The parties acknowledge and agree that the terms of this Agreement are the result of on-going and extensive negotiations between the parties, both of whom are represented by independent counsel and that this Agreement is a compilation of said negotiations. As a result, in the event that a court is asked to interpret any portion of this contract, neither of the parties shall be deemed the drafter hereof and neither shall be given benefit of such presumption that may be set out by law.

7.2 **Partnership not intended nor Created.** Nothing in this Agreement is intended nor shall be deemed to constitute a partnership or joint venture between the Parties.

7.3 **Entirety and Binding Effect.** This document represents the entirety of the agreement between the Parties and shall be binding upon them and inure to the benefit of and be enforceable by and against their respective successors, personal representatives, heirs, legatees, and assigns.

7.4 **Survival of Provisions.** If any of the provisions of this agreement are found to be invalid pursuant to any statute or rule of law of the State of Illinois or of any judicial district in which it may be so brought to be enforced, then such provisions shall be deemed null and void to the extent that they may conflict herewith, however the remainder of this instrument and any other application of such provision shall not be affected thereby.

7.5 **Use of Headings.** The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the clauses to which they pertain.

7.6 Amendments and Modifications. Except as otherwise provided for herein, this Agreement may not be amended, modified, or terminated, nor may any obligation hereunder be waived orally, and no such amendment, modification, termination, or waiver shall be effective for any purpose unless it is in writing, and bears the signatures of all of the Parties hereto.

7.7 Defaults. In the event of a default and/or litigation arising out of enforcement of this Agreement, the parties hereto acknowledge and agree that each party shall be responsible for their own costs, charges, expenses, and their reasonable attorney's fees arising as a result thereof.

7.8 Notices. All Notices and requests pursuant to this Agreement shall be sent as follows:

To the Developer: Brian Wynn
 Toasty Noodles LLC
 108 N. 4th Street
 Oregon, IL 61061

To OCB: Brian Wynn
 Ogle County Brewery LLC
 400 Washington Street
 Oregon, IL 61061

To the City: City of Oregon
 115 N. 3rd Street
 Oregon, IL 61061
 Attn: City Manager

With copies to: Paul E. Chadwick
 Fearer Nye & Chadwick LLC
 420 Fourth Avenue
 Rochelle, IL 61068

Or at such other addresses as the Parties may indicate in writing to the other either by personal delivery, courier or by certified mail, return receipt requested, with proof of delivery thereof. Mailed Notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.

7.9 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the main effect as if the signatures thereto and hereto were upon the same instrument.

7.10 Previous Agreements. The foregoing is the agreement between the Parties hereto as it now exists at the execution hereof and it is expressly understood, agreed and distinctly acknowledged that all previous communications and negotiation between the Parties, either written or oral, that are not contained herein are hereby withdrawn, nullified, and void.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE VOLUNTARILY SET THEIR HANDS AND SEALS ON THIS AGREEMENT, AND BY DOING SO HAVE ACKNOWLEDGED THAT THEY HAVE READ THE FOREGOING INSTRUMENT IN ITS ENTIRETY AND ACKNOWLEDGE THAT THE SAME IS A LEGALLY BINDING AGREEMENT, AND THAT THEY HAVE CONSCIOUSLY EXECUTED THE SAME AS THEIR OWN FREE AND VOLUNTARY ACT AND DO HEREBY SUBMIT TO AND ACKNOWLEDGE THE TERMS AND CONDITIONS HEREIN.

TOASTY NOODLES LLC,
an Illinois limited liability company

CITY OF OREGON,
an Illinois municipal corporation

Name, Manager/Member

City Manager Darin DeHaan

Name, Manager/Member

Attest: _____
Clerk Cheryl Hilton

OGLE COUNTY BREWERY LLC,
an Illinois limited liability company

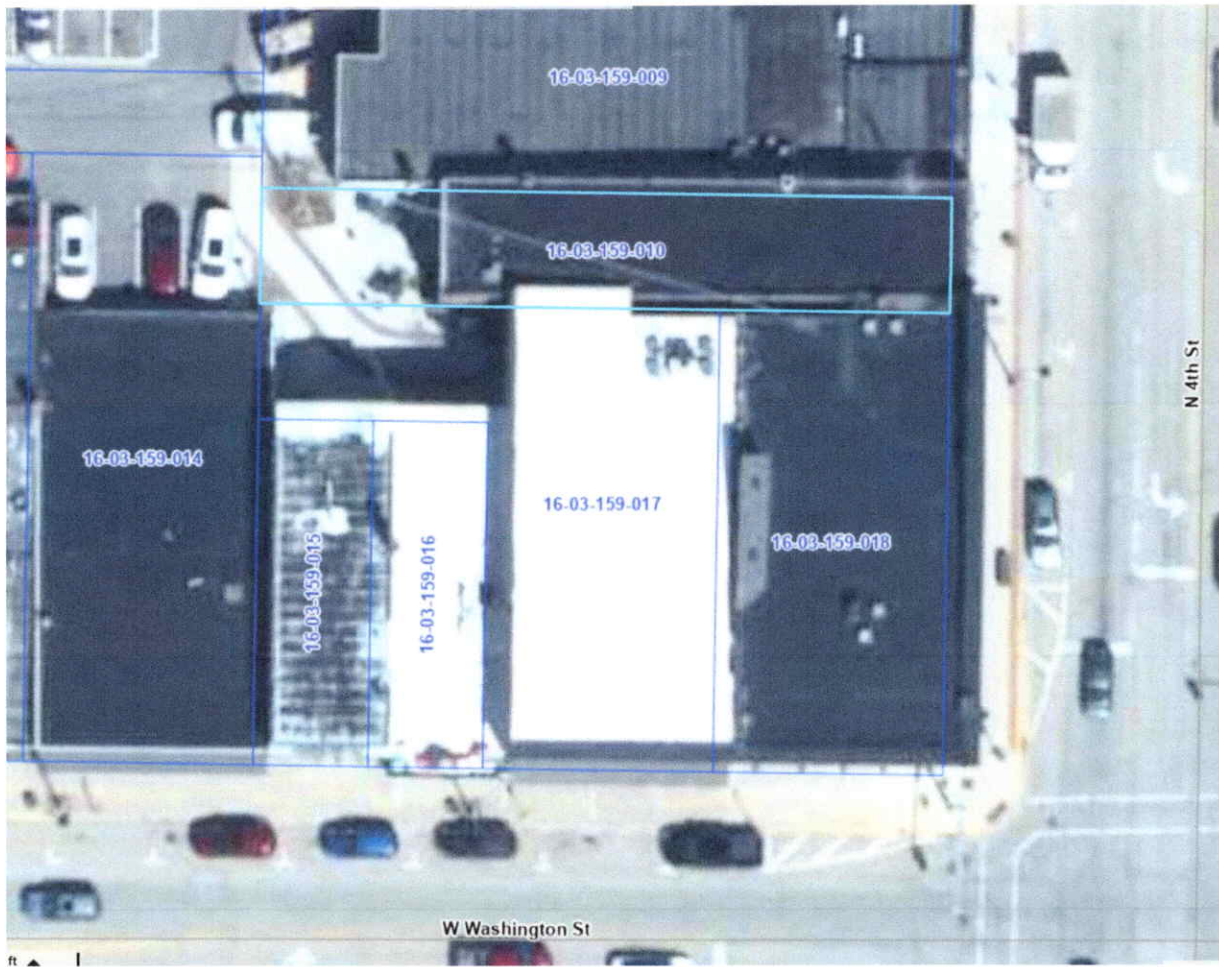
Name, Manager/Member

Name, Manager/Member

EXHIBIT A – Legal Description of Property

[INSERT LEGAL DESCRIPTION]

EXHIBIT B – Map of Property



STATE OF ILLINOIS)
)
COUNTY OF OGLE) SS.

CERTIFICATE

I, Cheryl Hilton, City Clerk of the City of Oregon, County of Ogle and State of Illinois,
DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____,
“RESOLUTION AUTHORIZING AN AGREEMENT WITH OGLE COUNTY BREWERY
LLC and TOASTY NOODLES LLC for 108 N. 4TH STREET in OREGON” which was adopted
by the Mayor and City Council of the City of Oregon on _____, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of
the City of Oregon this ____ day of _____, 2024.

CITY CLERK



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 St., Oregon, IL 61061

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

Proposed NIU MPA Capstone Project

Attn: Dr. Mike Peddle

Project Overview: Factors affecting housing market in Oregon Illinois.

Just like many communities, Oregon is faced with a housing shortage. We are proposing an in-depth study to help define if the issue is demand driven or supply driven. Housing is the most common issue that comes up in all facets of local government conversations. Having a good analysis of the following would help us shape our future direction as a community. We have identified several areas of research and study to help determine what, if any, public policies encourage or discourage housing growth in our community.

- Who (demographics) are buying homes.
- Trends in purchasing vs renting. (affordability issues?)
- Research communities who have seen housing growth and study the conditions that relate to that success.
- ID area developers and contractors and understand factors that help them make development decisions. (What barriers must they get past).
- How do realtors play a role in new housing developments.
- Labor/Trade shortages as it relates to workforce and workforce development.
- Schools and how they impact local growth.
- Quality of life factors and how they attract various socio-economic classes.
- Regional job growth potential and how that could positively impact our community.
- Overall housing environment factors (regional/state/national).

Deliverables: Comprehensive analysis of the stated project overview which would include any policy recommendations for Oregon.

Primary Contact: Darin DeHaan, City Manager ddehaan@cityoforegon.org 815-732-6321

Sincerely,

Darin DeHaan, City Manager

Mayor: Ken Williams
City Manager: Darin DeHaan
City Clerk: Cheryl Hilton
City Attorney: Paul Chadwick
Chief of Police: Joseph Brooks

Council Member: Terry Schuster
Council Member: Kurt Wilson
Council Member: Melanie Cozzi
Council Member: Tim Krug
Director of Public Works: Bill Covell



Providing savings, value and service for your customers.

Our partnership by the numbers



129

Active Customers



24

Total Jobs Completed



8.12% Market Penetration



247

Customer Policies



\$59,941

Residential Savings



4.8/5

Customer Satisfaction

Offer your customers additional protection with the ServLine Leak Protection Program



SERVLINE

Trillions of dollars are lost to water leaks each year, with a staggering \$2.2 Billion spent on wasted water production. For residential water customers, the cost of a leak can be painful.

The ServLine Leak Protection Program would cover a costly customer water or sewer utility bill once the active cause of the leak has been repaired, saving the customer money and helping to reduce operational costs and hassles for the utility.

To learn more about the ServLine Leak Protection Program:
Schedule a meeting with your HomeServe team.

Scan here



Get more information about our partnership, statistics and product details.

Thank you for partnering with us.



At HomeServe, we are honored to work with municipalities across North America who are dedicated to serving their residents and communities.

For nearly 20 years, HomeServe has been helping homeowners protect against the worry, expense and inconvenience of water, sewer, electrical and other home emergency repairs. Today, we have over 4.8 million customers in the U.S. and Canada, including yours.

Thank you again for trusting HomeServe. We look forward to growing our partnership with best-in-class repair plans and home services.

Sincerely,

Tom Rusin
CEO,
HomeServe North America





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: Feb 13, 2024

I am pleased to provide Mayor Williams and the Oregon City Council with the following synopsis of City Business for – Jan 20, 2024 – Feb 9, 2024

Submitted by Darin DeHaan - City Manager:

- I'm excited to announce that Northern Illinois University accepted our submission for consideration for a Capstone Project for their Graduate program. Terry Schuster and I met with the two graduate students who chose our proposal to study the Factors affecting the Housing Market in Oregon, Illinois. They will be working under the direction of Professor Shawn Jeffers.

Cheyenne A. Pincsak, M.S.

Juris Doctor Candidate | Class of 2024

Master of Public Administration | Class of 2024

and

Jacob Hobson

Juris Doctor Candidate and Masters of Public Administration Student at NIU

- We continue to work on the Capital Improvement Plan for 2024-2028 This plan will help us prepare for major projects, and capital purchases to help us prioritize these large expenditures. The plan also helps us coordinate between departments so projects line up for example Streets and Water/Sewer. *Remember we received a grant from Blackhawk Hills Regional Council for this plan.
- I'm happy to announce I was able to complete the contract negotiations and have officially hired Charlene Coulombe as the Executive Director of the Ogle County Economic Development Corporation. She has a start date of February 15th. I look forward to introducing Charlene to the Council and community in the near future. I'm finishing up working on office space for Charlene and will know some definitive answers early next week. Charlene has a decorated history of successful economic development throughout her career. Ogle County and Oregon are lucky to have her on board!

- Mayor Williams and I attended a virtual meeting on Retail Strategies for Oregon. We will continue to take a deeper dive into our current programs as well as other things we can do to continue to strengthen and diversify our retail businesses in Oregon.
- Huge thank you to Liz Vos (Vos Marketing) for a massively successful Shop Hop Event this month. I received several positive comments from citizens and retail business owners about the success of the event. We also received a great response for our time on Good Day Stateline!



- I'm working with Mark Herman and the Tree Board to apply for a grant up to \$3,000 for tree planting this Spring through the Trees Forever organization. I hope to tie this into our Arbor Day event and continue working towards our Tree City USA designation. If anyone is interested in a tree planting on the terrace please contact me.
- I attended the NorthCOG (Northern Council of Governments) board meeting. The focus of the meeting was to present projects for state funding consideration in each member community. We also focused on creating legislative strategies for our communities.
- I'm working with Fire Chief Mike Knoup and Dep Chief Matt Kalnins to update our Emergency Operations center and various plans.

- We are working on updating our Building Codes. I'm waiting for the first meeting date from our consultant.
- Bill, Jeff and I had a great meeting with our water meter supplier. We learned about the availability of new technology in the meters. Meter replacement will be discussed as it relates to our Capital Improvement Plan.
- I am working on a few things as it relates to the BNSF rail crossing on 2nd Street.
- We are looking to replace our old garbage cans from our downtown with new cans.
- I continue to work with CMAAA and the boy scouts as it relates to use of the Oregon Coliseum.
- Bill and I will be attending a meeting with the Oregon Park District and the engineering firm working on the Lowden path along River Road.
- I continue to work with Chris Manheim and Manheim solutions on Economic Development and various retail locations that are currently empty.
- I've had a few requests from Citizens to continue to increase the communication the city provides to our citizens. My next step will be to look at a weekly newsletter via email that everyone can sign up for. I'm also starting to work on information for our Spring newsletter which will include road projects and budget information.
- Thank you to everyone who came out for our public meeting on the Comprehensive Plan. and NIU's presentation. I would have liked to see even more community members participating in the conversation on such an important guiding tool for our future, but I am thankful for those who have been actively involved.



Photo Cred: Liz Vos

Shop Hop Event Winners

- Four lucky participants in the Shop Hop Event were rewarded with prizes donated by local businesses!



City Hall - City Clerk Cheryl Hilton:

- If you would like to have your utility bill emailed to you, please contact City Hall. Staff has received approximately 200 authorizations for this service.
- 7 building permits were issued for the month of January.

MEETING INFORMATION

Sustainability Committee:

Next meeting Feb 12, 2024 9:00 a.m.

- Continue working with Region 1 Planning on the Sustainability Plan.

Planning & Zoning:

Next meeting Feb 20, 2024 at 5:30 p.m. Oregon City Hall Council Chambers

Tree Board:

Next Meeting TBD

Public Art Commission:

Next Meeting Feb 21, 2024 at 5:00 p.m. Oregon City Hall Conference Room

City Council Meeting:

Next meeting Feb 27, 2024 at 5:30 p.m. Oregon City Hall Council Chambers

Economic and Community Development Committee:

Next meeting Mar 5, 2024 at 5:00 p.m. Oregon City Hall Conference Room

Submitted by Bill Covell - Director of Public Works:

Street Department:

- Repairs to salt spreader. We currently have salt spreaders over 15 years and ending their life expectancy.
- We salted all main and side roads due to a heavy frost which made the roads very slick.
- Bi-Annual maintenance on public works trucks.
- CDL training—three employees have completed both the written and driving requirements to meet Federal guidelines. They are now ready to go take their driving test.
- Building maintenance—repaired 2 door lock and some lights
- 1 employee from the street department is working on our IEPA lead line survey. This is required to be completed by April.
- Crew went out and moved snow at all inlets in order to allow streets to drain properly.
- Crew patched potholes in alleyways—3 tons of cold patch.
- Crew dropped off Ford 550 to Bonnell for hydraulic leak

Water / Sewer Departments:

- Julie locates around the city for contractors and residents.
- Sewer operator signed up for IWPC training conference for IEPA required training
- Weekly sludge pumping to digester for treatment
- IEPA Samples (UCMR5, PFO's, fluoride, nitrate and lithium).
- Bacteriological samples for 4 wells, 5 distribution points.
- Monthly reports
- Assisted residents with water leaks on their service lines
- Helped with IEPA lead line survey and project plan.
- Repaired clarifier controls, frozen grit collection system, ras pump that was clogged, lift station pump that was clogged and SCADA issues.

Director of Public Works - Bill Covell:

- Worked on all public work's budget justifications for 2025.
- Reviewed generator contracts for final payment.
- Reviewed sidewalk issue on N 3rd Street
- Trestle Ridge NiCor gas permits review.
- Completed estimates for next capital improvement plan
- Signed up for IWPC training conference for IEPA required training
- Worked with Helm Electric to get street lights replaced with new LED lights at the intersection of 4th & Washington.
- Worked with Frontier and their engineer to review upcoming fiber work
- Searched for replacement parts for our salt spreaders (salt spreaders are not being produced anymore).
- Put together a cost estimate for additional parking adjacent to the 5th Street parking lot.
- Reviewed building demo work for a possible punch list walk through
- Worked with Fehr Graham on 2024 MFT, lead service project plan, lead service inventory grant, lead service inventory, Washington St Streetscape and bike path exhibit.
- Helped identify service private service leaks & with IEPA lead line inventory

Submitted by Deputy Chief Matthew Kalnins: Police Department:

- On 01-22-2024 The Oregon Police Department held a department meeting. In the first half of the meeting mental health topics were discussed. In the second half Officer Brechon and Detective Crawford went over control tactics with all the officers

