



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 27th, 2024, 5:30 P.M.
115 N 3rd Street**

Public Option: Join Meeting via Zoom

Meeting ID: 876 6075 6171 Passcode: 875409 One tap mobile +13126266799

- 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 Agreement with Fehr Graham for Professional Services related to the Lead Service Line Inventory Project**
 - b. Approve Agreement with Fehr Graham for Professional Engineering Services related to Streetscape 2024 – City of Oregon Washington Street (IL 64)**
 - c. Approve Resolution 2024-2 Authorizing an Agreement with Ogle County Brewery LLC and Toasty Noodles LLC-108 N. 4th Street**
 - d. Approve Mural Grant for the Oregon Park District – Oregon Park West Tennis Courts in honor of Bill Hinkle**
- 9. PROCLAMATIONS, COMMENDATIONS, ETC**
- 10. DISCUSSION ITEMS**

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.

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 February 13th, 2024, 5:30 P.M.
City Hall Council Chambers
115 N 3rd Street

The Council of the City of Oregon met Tuesday February 13th, 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 Attorney Paul Chadwick
City Clerk Cheryl Hilton
Also Present: Bill Covell, George Howe, and Dawn & Jeff Wiechowski.
Present via Zoom: Lynn Baylor-Zies, Corey Buck, and Earleen Hinton.

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

City Manager Darin DeHaan 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 Melanie Cozzi moved to approve the January 23rd, 2024, minutes,
Seconded by Council Member Kurt Wilson.

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

Approval of Warrants & Payroll

Council Member Terry Schuster moved to approve payroll in the amount of \$66,093.87
and the current warrants as listed:

AEP Energy	\$5,037.54
Alfano's	\$223.75
Altorfer 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
I water, 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
Sundog IT	\$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

Seconded by Council Member Kurt Wilson.

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

Business Items

Mayor Ken Williams moved to approve the Appointment of Liz Hiemstra to the Planning and Zoning Commission, Seconded by Council Member Melanie Cozzi.

Discussion: City Manager Darin DeHaan stated Rachel Brunner has moved and the committee has been looking for a replacement member. Liz is already involved with other community development projects. He said she would be a great asset.

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

Council Member Kurt Wilson moved to 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, Seconded by Council Member Tim Krug.

Discussion: The owners of White Pine Mercantile reached out to the city with an expansion plan to open the wall between two suites. The grant will be for three thousand dollars. Council Member Melanie Cozzi said they have customers coming from Wisconsin and Chicago suburbs to shop at their location.

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

Council Member Tim Krug moved to 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, Seconded by Council Member Kurt Wilson.

Discussion: Mayor Ken Williams said this is a 1.1-million-dollar project to improve Rt 64. The city would be responsible for about sixty-two thousand dollars. Public Works Director Bill Covell said there are a few city projects to complete before this happens.

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

Mayor Ken Williams moved to approve a Liquor License Request for Chrissy's Corner LLC-17 N. River Road, Seconded by Council Member Terry Schuster.

Discussion: Council Member Terry Schuster said this liquor license replaces the previous license issued to Trippie's. The owners Dawn & Jeff Wiechowski said the location will be a bar/restaurant.

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

Council Member Kurt Wilson moved to approve a Video Gaming License Request for Chrissy's Corner LLC-17 N. River Road, Seconded by Council Member Melanie Cozzi.

Discussion: Mayor Ken Williams said this is not a new license, only replacing the current license that was issued to Trippie's.

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

Mayor Ken Williams moved to approve an Employment Settlement Agreement, Seconded by Council Member Tim Krug.

Discussion: Mayor Ken Williams said the city received a complaint from the Illinois Human Rights Commission from a job applicant whose initial offer of employment was rescinded. On advice from legal counsel, a proposed settlement in the amount of ten-thousand dollars in consideration of the waiver of all claims the complainant may have against the city is the best option. This will limit the liability for the city.

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

Proclamations, Commendations, etc.

None.

Discussion Items

Resolution Authorizing an Agreement with Ogle County Brewery LLC and Toasty Noodles LLC-108 N. 4th Street: City Manager Darin DeHaan said OCB has requested a liquor and gaming license at the old Sparklefox location. They plan to open an Asian inspired restaurant called Toasty Noodles. City Attorney Paul Chadwick has drafted an agreement so there is no confusion. The liquor license would be limited to Asian oriented liquor. The agreement also includes language prohibiting the use of advertising for gaming or liquor and contains enforcement regulations.

Committee Reports

Planning: They will be discussing, and potentially approving, the Comprehensive Plan at their next meeting.

Finance: The Service Line Warranty program is working, there are about one hundred and twenty-nine active customers and twenty-four service repairs have been completed. A report submitted to the city shows fifty-nine thousand dollars in total savings with a customer satisfaction rating of 4.8 out of 5.

Sustainability: Next meeting will be in March.

Tree Board: A tree grant was submitted today and would provide about three thousand dollars towards planting new trees in the community. An Arbor Day community tree planting event is being planned for April 26th, 2024.

Public Art Commission: The Oregon Park District has submitted a request for a mural grant. The Art Commission will be meeting next week to discuss the request.

Department Reports

Public Works Director Bill Covell: The generators are up and running. The blowers for the wastewater treatment plant have been shipped and they hope to have the repairs made soon.

City Manager Darin DeHaan: Two students from NIU will be conducting a housing study for the city as part of a capstone project.

Council Reports

Mayor Ken Williams: Thanked all who participated in the city sponsored Shop Hop Event. He also attended a meeting with surrounding community leaders. They discussed and compared upcoming projects affecting each community. They also discussed the possibility of an intergovernmental agreement which would provide multi-community collaboration, like mutual aid.

Council Member Melanie Cozzi moved to enter executive session to discuss personnel at 5:59 pm, Seconded by Council Member Kurt Wilson.

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

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

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

Adjourn: 6:26 P.M.

Ken Williams, Mayor

Attest: _____
Cheryl Hilton, City Clerk

February 27, 2024

Payroll in amount \$65,339.41

Ancel Glink, P.C.	\$2,862.64
Andrew Beam and the Law Office of Julie Herrera	\$10,000.00
Blue Cross Blue Shield	\$16,181.09
Bonnell Industries	\$1,080.74
Butitta Bros. Automotive - Oregon	\$367.78
Caspers Home Inspection LLC	\$1,500.00
Cintas	\$111.24
Comcast	\$797.30
Comcast	\$849.96
ComEd	\$900.90
Constellation	\$4,528.90
Critical Reach	\$125.00
Ecolab	\$157.04
Euclid Managers	\$1,580.07
Fehr Graham	\$2,000.00
Fehr Graham	\$3,510.00
Fischers, Inc	\$567.54
Frontier	\$77.37
Hach Company	\$515.25
Hawkins, Inc	\$468.59
Jodi Lynn	\$50.00
Ken Williams	\$25.00
Melanie Cozzi	\$25.00
No Stone Unturned Cyrstals & More LLC	\$225.00
Oregon Depot Museum	\$17,192.96
Oregon Rotary Club	\$115.00
Physicians Immediate Care	\$334.00
Polo Cooperative Association	\$7,415.26
Postmaster	\$753.13
Steve Benesh & Sons	\$2,802.26
Stillman BancCorp	\$2,036.03
Sun Life Financial	\$398.10
Verizon	\$502.86
Village of Progress	\$1,280.00
Visa	\$811.39
Visa	\$974.39
Visa	\$1,371.62
Wipfli	\$1,000.00
	\$85,493.41

City Manager

February 13, 2024

Bill Covell
City of Oregon
115 North Third Street
Oregon, IL 61061

RE: Lead Service Line Inventory

Dear Mr. Covell,

Fehr Graham is happy to provide a proposal for aiding in the creation of your lead service line inventory. The following is the scope of services that Fehr Graham will provide in support of this project.

SCOPE OF SERVICES

Fehr Graham will support the City of Oregon with the creation of their lead service line inventory as required by the Illinois Environmental Protection Agency (IEPA). Fehr Graham will assist the City in analyzing, organizing, inputting and submitting the necessary data to the IEPA for the completion of the inventory. The collection of the data will use a variety of methods and will be a partnership between the City of Oregon and Fehr Graham. Based on the grant funds available for the lump sum below, Fehr Graham estimates we can complete up to 400 service line inspections. We understand that the City will complete the remainder of these inspections.

Upon completion of all inspections (either performed by the City or our staff), Fehr Graham will compile all results into the approved lead service line inventory worksheet and, upon approval from the City, will submit this completed inventory to IEPA ahead of the September 1, 2024, deadline.

EXCLUSIONS

The following items are **not** included in the scope of services:

- » Environmental Services
- » Permit Fees
- » ALTA and/or Boundary Surveys

Any of the above services can be performed at an additional cost to the project upon request.

FEES

Based on the information available at this time, we are prepared to provide these services as outlined for a lump sum fee of **\$40,000**.

- » All plan reproduction and distribution costs along with publication and permit fees will be paid direct by Client and are not included in the above fees.
- » Payment for the services rendered will be requested via a monthly invoice.
- » Reimbursables are not to exceed more than 15% markup.

SCHEDULE

Fehr Graham will proceed in a timely manner once authorization has been given. Provided data collection efforts have been completed, Fehr Graham will submit the lead service line inventory on the necessary forms to the IEPA by the September 1, 2024, deadline.

AUTHORIZATION

We appreciate the opportunity to provide you with this proposal and trust that the information we have provided is in line with your expectations. Please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed with the proposed work scope.

Sincerely,

Chad Ryan
Project Manager

CR:cld

Attachment

N:\Proposals\2024\Chad Ryan\Oregon, City of\Lead Service Line Inventory\2024-02-13 Oregon Lead Service Line Inventory Proposal.docx

**AGREEMENT
FOR PROFESSIONAL SERVICES**

Client Bill Covell
 City of Oregon
 115 North Third Street
 Oregon, IL 61061

Description of Services:

City of Oregon - Lead Service Line Inventory

Fehr Graham will provide professional services as related to the Lead Service Line Inventory project for the City of Oregon, as detailed in proposal letter dated February 13, 2024.

COST:

The fixed fee for performing the above services is \$40,000.00.

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By

Name Jason T. Stoll, PE

Title Principal

Date Proposed February 13, 2024

24-381

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

10. Estimates of Fees - When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, officers, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.

IEPA Grant Language for Lobbying

ARTICLE XI

LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix 11(1) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Granter.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

February 13, 2024

Mr. Bill Covell
Public Works Director
City of Oregon
115 N. 3rd Street
Oregon, Illinois 61061

**Re: Proposal for Professional Engineering Services
Streetscape 2024: City of Oregon Washington Street (IL 64)**

Dear Mr. Covell,

Fehr Graham is pleased to provide you with a proposal for Professional Engineering Services. We understand that the City of Oregon will construct a Downtown Streetscape Project (done with local funds) along Washington Street (IL 64) between Fifth Street and S. Fourth Street (IL 2). The City wishes for this work to be constructed prior to the Illinois Department of Transportation (IDOT) improvements in the area this summer 2024.

The improvements will include improvements detailed on preliminary engineering plans developed by Willett Hofmann and Associates, including curb and gutter removal and replacement, pavement removal and replacement of the adjacent roadway, and sidewalk removal and replacement. The two driveways currently shown on the preliminary engineering plans will not be included as part of the scope and will not be detailed on the final engineering plans.

SCOPE OF SERVICES

Fehr Graham will complete final engineering plans and bid documents to facilitate permitting with IDOT and ultimately bidding/construction. The final engineering plans will be developed based in large part of the preliminary plans provided by the City. The final engineering design will be compliant with Americans with Disabilities Act (ADA) standards and IDOT requirements for work within the IDOT right-of-way. Permitting will be completed with IDOT District 2 prior to construction.

The final engineering plans will include the following sheets:

- » Title
- » General Notes
- » Summary of Quantities
- » Typical Sections
- » Removal Plan
- » Plan and Profile
- » Elevation Plan
- » Cross Sections
- » Traffic Control Plans (as needed)
- » IDOT Standards & Detail

The bid documents shall include the development of a **single bid package** used for bidding and construction purposes. The bid package will include the following:

- » Proposal Form,
- » Schedule of Prices,
- » State-required Ethical Standards Governing Contract Procurement Assurances, Certifications, and Disclosures,
- » Bidder's Employee Utilization Form (Form BC-1256),
- » Signature Sheet,
- » Proposal Bid Bond Form,
- » Check Sheet for Supplemental Specifications and Recurring Special Provisions,
- » Special Provisions including Special Provisions for Disadvantaged Business Enterprise (DBE), Equal Employment Opportunity (EEO), and Affirmative Action percentage goals/forms,
- » Required Contract Provisions, and
- » Wage Rates Notice.

Services during bidding will include coordination of bid procurement, including advertising and bid solicitations, response to requests for information and other coordination with bidders/City, and publishing addenda. Upon receipt of bids and after the opening, we will prepare a tabulation of bids (BLR 12315) and recommendation for award to the City. After the project has been awarded by the City, Fehr Graham will prepare contract documents and facilitate those documents for execution with the City and the selected Contractor.

EXCLUSIONS

The following items are **not** included in the scope of services proposed here:

- » Project is assumed to utilize local funds and is not subject to Federal Highway Administration (FHWA) /IDOT design reviews using grant and/or Motor Fuel Tax (MFT) funds. Our scope of services for IDOT approval is limited to permitting improvements within the State Right-of-way (ROW).
- » Boundary/ ROW for all project locations.
- » Topographic Surveys
- » Temporary/Permanent Easements.
- » Title Commitments.
- » Traffic Studies.
- » Environmental Assessments and Studies.
- » Archeologic Surveys.
- » Design of roadway improvements and elements not shown on the preliminary engineering plans.
- » National Pollutant Discharge Elimination System (NPDES) permitting and erosion control inspections.
- » Phase III Construction engineering, observation, and staking/layout services.

After construction bids have been received, a separate proposal and agreement will be submitted to the City of Oregon for Phase III construction engineering services.

FEES

Based upon the information available at this time, we will complete the scope of services, as outlined in this proposal, on a lump sum basis for the not-to-exceed fee of \$34,000 as per the phased summary below:

Final Engineering Plans	\$20,000
Bidding Documents & Services	\$10,000
Project Management & Administration	\$4,000

SCHEDULE

Fehr Graham can initiate this project immediately upon receipt of formal authorization to proceed. We understand that the City's desire is for this project to have a bid date as soon as possible so that work can be completed this summer.

AUTHORIZATION

Thank you for the opportunity to prepare this proposal. I trust that the information we have provided is in line with your expectations. If you would like us to proceed with this project, please sign the attached agreement and return a copy to my attention. If you have any questions or would like to discuss this proposal in further detail, please do not hesitate to contact me. We appreciate the opportunity to be of assistance.

Respectfully submitted,

Jason T. Stoll, PE
Principal

JTS:sjm

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**AGREEMENT
FOR PROFESSIONAL SERVICES**

Client Mr. Bill Covell
 City of Oregon
 115 North Third Street
 Oregon, IL 61061

 815.732.6321

Description of Services:

City of Oregon – 2024 Streetscape - Oregon, IL

Fehr Graham is pleased to provide you with Professional Engineering Services for the City of Oregon's 2024 Downtown Streetscape Project. This project will be funded locally and will cover improvements along Washington Street (IL 64) between Fifth Street and S. Fourth Street (IL 2).

COST:

Based upon the information available at this time, we will complete the scope of services, as outlined in this proposal, on a lump sum basis for the not-to-exceed fee of \$34,000 as per the phased summary below:

Final Engineering Plans	\$20,000
Bidding Documents & Services	\$10,000
Project Management & Administration	\$4,000

The attached General Conditions are incorporated into and made a part of this Agreement.

ACCEPTED AND AGREED TO:

I/we, the undersigned, authorize Fehr Graham to provide services as outlined above, and also agree that I/we are familiar with and **ACCEPT THE TERMS OF THE ATTACHED GENERAL CONDITIONS.**

CLIENT:

Signature _____

Name _____

Title _____

Date Accepted _____

CONSULTANT:

By _____

Name Jason T. Stoll

Title Principal

Date Proposed February 13, 2024

24-386

GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

1. The Client requests the professional services of Fehr Graham hereinafter called "The Consultant" as described herein.
2. The Consultant agrees to furnish and perform the professional service described in this Agreement in accordance with accepted professional standards. Consultant agrees to provide said services in a timely manner, provided, however, that Consultant shall not be responsible for delays in completing said services that cannot reasonably be foreseen on date hereof or for delays which are caused by factors beyond his control or delays resulting from the actions or inaction of any governmental agency. Consultant makes no warranty, expressed or implied, as to his findings, recommendations, plans and specifications or professional advice except that they were made or prepared in accordance with the generally accepted engineering practices.
3. It is agreed that the professional services described in the Agreement shall be performed for Client's account and that Client will be billed monthly for said services. A 1½% per month service charge will be incurred by Client for any payment due herein and not paid within 30 days of such billing which is equal to an ANNUAL PERCENTAGE RATE OF 18%. Partial payments will be first credited to the accrued service charges and then to the principal.
4. The Client and the Consultant each binds himself, his partners, successors, executors, and assigns to the other party to this agreement and to the partners, successor, executors, and assigns of such other party in respect to this agreement.
5. The Client shall be responsible for payment of all costs and expenses incurred by the Consultant for his account, including any such monies that the Consultant may advance for Client's account for purposes consistent with this Agreement.
6. The Consultant reserves the right to withdraw this Agreement if not accepted within 30 days.
7. A claim for lien will be filed within 75 days of the date of an invoice for services (last day of services rendered) unless the account is paid in full or other prior arrangements have been made. All attorney fees incurred by the Consultant due to the filing of said lien or the foreclosure thereof shall be borne by the Client.

In the event suit must be filed by Consultant for the collection of fees for services rendered, Client will pay all reasonable attorney's fees and court costs.

If Client defaults in payment of fees or costs due under the terms of this Agreement and Consultant incurs legal expenses as a result of such failure, Client shall be responsible for payment for Consultant's reasonable attorney fees and costs so incurred.

8. The Consultant shall present, for the consideration of the Client, engineering and technical alternatives, based upon its knowledge and experience in accordance with accepted professional standards, with selection of alternatives and final decisions as requested by the client to be the sole responsibility of the Client.
9. Construction Phase Activities (When applicable) - In connection with observations of the work of the Contractor(s) while it is in progress the Consultant shall make visits to the site at intervals appropriate to the various stages of construction as the Consultant deems necessary in Agreement to observe as an experienced and qualified design professional the progress and quality of the various aspects of the Contractor(s)'s work. Based on information obtained during such visits and on such observation, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and the Consultant shall keep the Client informed of the progress of the work.

The purpose of the Consultant's visits to the site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the Construction Phase, and, in addition, by exercise of the Consultant's efforts as an experienced and qualified design professional, to provide for the Client a greater degree of confidence that the completed work of the Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by the Contractor(s). The Consultant shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, the Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.
10. Estimates of Fees – When fees are on a time and material basis the estimated costs required to complete the services to be performed are made on the basis of the Consultant's experience, qualifications, and professional judgment, but are not guaranteed. If the costs appear likely to exceed the estimate in excess of 20%, the Consultant will notify the Client before proceeding. If the Client does not object to the additional costs within seven (7) days of notification, the increased costs shall be deemed approved by the Client.
11. The Consultant is responsible for the safety on site of his own employees. This provision shall not be construed to relieve the Client or the Contractor(s) from their responsibility for maintaining a safe work site. Neither the professional services of the Consultant, nor the presence of his employees or subcontractors shall be construed to imply that the Consultant has any responsibility for any activities on site performed by personnel other than the Consultant's employees or subcontractors.
12. Original survey data, field notes, maps, computations, studies, reports, drawings, specifications and other documents generated by the Consultant are instruments of service and shall remain the property of the Consultant. The Consultant shall provide copies to the Client of all documents specified in the Description of Services.

Any documents generated by the Consultant are for the exclusive use of the Client and any use by third parties or use beyond the intended purpose of the document shall be at the sole risk of the Client. To the fullest extent permitted by law, the Client shall indemnify, defend and hold harmless the Consultant for any loss or damage arising out of the unauthorized use of such documents.

13. No claim may be asserted by either party against the other party unless an action on the claim is commenced within two (2) years after the date of the Consultant's final invoice to the Client.
14. If a Client's Purchase Order form or acknowledgment or similar form is issued to identify the agreement, authorize work, open accounts for invoicing, provide notices, or document change orders, the preprinted terms and condition of said Purchase Order shall be superseded by the terms hereof.
15. Standard of Care – Services performed by Consultant under this agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in any report, opinion or document under this agreement.
16. Liability Insurance – Consultant will maintain such liability insurance as is appropriate for the professional services rendered as described in this Agreement. Consultant shall provide Certificates of Insurance to Client, upon Client's request, in writing.
17. Indemnification and Limitation of Liability – Client and Consultant each agree to indemnify and hold the other harmless, including their respective officers, employees, agents, members, and representatives, from and against liability for all claims, costs, losses, damages and expense, including reasonable attorney's fees, to the extent such claims, losses, damages or expenses are caused by the indemnifying party's acts, errors or omissions.

The Client understands that for the compensation herein provided Consultant cannot expose itself to liabilities disproportionate to the nature and scope hereunder. Therefore, the Client agrees to limit Consultant's liability to the Client arising from Consultant's professional acts, errors or omissions, such that the total aggregate liability of Consultant shall not exceed \$50,000 or Consultant's total fee for services rendered on this Project, whichever is less.

18. Allocation of Risk – Consultant and Client acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way whatsoever taken responsibility for any toxic substance or other material found, identified, or as yet unknown at the Project premises. Consultant and Client further acknowledge and understand that the evaluation, management, and other actions involving toxic or hazardous substances that may be undertaken as part of the Services to be performed by Consultant, including subsurface excavation or sampling, entails uncertainty and risk of injury or damage. Consultant and Client further acknowledge and understand that Consultant has not been retained to serve as an insurer of the safety of the Project to the Client, third parties, or the public.

Client acknowledges that the discovery of certain conditions and/or taking of preventative measures relative to these conditions may result in a reduction of the property's value. Accordingly, Client waives any claim against Consultant and agrees to indemnify, defend, and hold harmless Consultant and its subcontractors, consultants, agents, directors, and employees from any claim or liability for injury or loss allegedly arising from procedures associated with environmental site assessment (ESA) activities or the discovery of actual or suspected hazardous materials or conditions. Client releases Consultant from any claim for damages resulting from or arising out of any pre-existing environmental conditions at the site where the work is being performed which was not directly or indirectly caused by and did not result from, in whole or in part, any act or omission of Consultant or subcontractor, their representatives, agents, employees, and invitees.

If, while performing the Services set forth in any Scope of Services, pollutants are discovered that pose unanticipated or extraordinary risks, it is hereby agreed that the Scope of Services, schedule, and costs will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination. Client further agrees that such discovery of unanticipated hazardous risks may require Consultant to take immediate measures to protect health and safety or report such discovery as may be required by law or regulation. Consultant shall promptly notify Client upon discovery of such risks. Client, however, hereby authorizes Consultant to take all measures Consultant believes necessary to protect Consultant and Client personnel and the public. Furthermore, Client agrees to compensate Consultant for any additional costs associated with such measures.

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
21. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
22. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Illinois. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Illinois District Court in and for Stephenson County, Illinois.

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

RESOLUTION NO. 2024-2

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 W. 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 W. 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 27th day of February, 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 W. 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 W. 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 60% 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 W. 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 Darin DeHaan

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

Brian Wynn, Manager

City Manager Darin DeHaan

**OGLE COUNTY BREWERY
LLC,** an Illinois limited liability
company

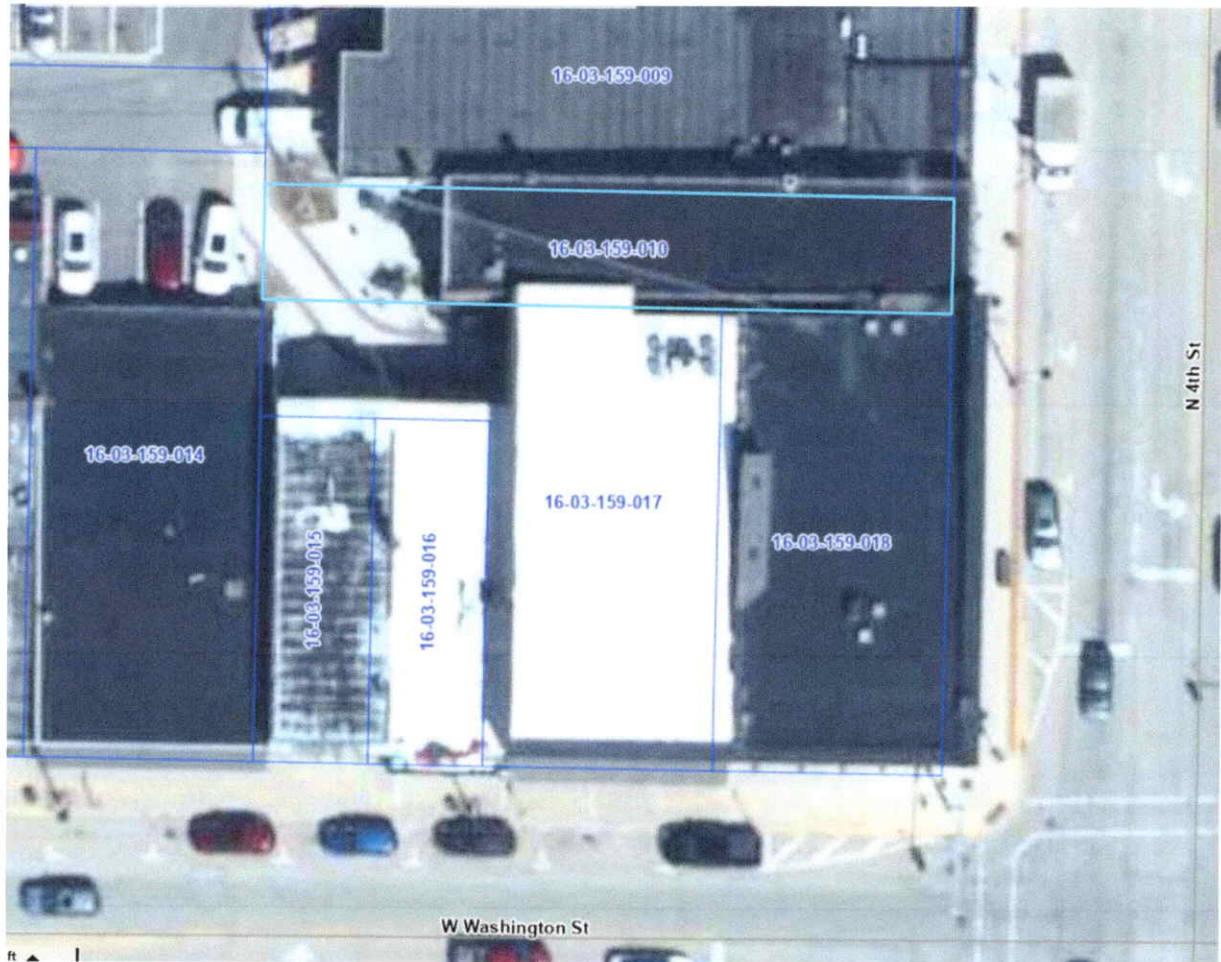
Attest: _____
Clerk Cheryl Hilton

Brian Wynn, Manager

EXHIBIT A – Legal Description of Property

RNG/BLK: TWP:0 SECT/LOT: N 22 FT OF S 44 FT LOT 8 BLK 22
CITY OF OREGON EASEMENT 202004130

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. 2024-2,
“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 February 27th, 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

CITY OF OREGON

115 N. 3rd St., Oregon, IL 61061

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

Public Art Commission-Oregon Park District-Mural Grant Submission

The Public Art Commission approved a mural grant for the Oregon Park District on February 21st, 2024. The approval came with recommendations to provide better contrast between the background color and the silhouettes on the background. They also discussed the removal of one of the silhouettes since it was hard to see due to its location behind the large lettering. They also agreed that they did not want to burden the Oregon Park District with additional costs to revise the artwork if that would be a reason for the mural to not be approved.



February 2, 2024

Mural Proposal



Introduction

Overview

The Oregon Park District will be dedicating the Park West Tennis Courts on May 24, 2024 in honor of Bill Hinkle. Mr. Hinkle was instrumental in creating a love of tennis within our community for decades and was solely responsible for creating the Oregon Tennis Open.

The dedication ceremony will include naming the tennis courts at Park West 'The Bill Hinkle Tennis Courts' and the addition of new signage and a bronze plaque in his honor. Additionally, the District would like to create a mural in his honor and place it on the south wall of the tennis facility. The pictures below depict the current space as seen from the tennis courts and Hawk Drive.



The Oregon Park District has entered into a contract with Chloe Gale to design and paint the mural. An image of the proposed mural is below.



Individuals Involved

Name	Role	Affiliation
Erin Folk	<i>Executive Director</i>	Oregon Park District
Tina Ketter	<i>Superintendent of Recreation</i>	Oregon Park District
Brent Suter	<i>Superintendent of Parks & Facilities</i>	Oregon Park District
Chloe Gale	<i>Artist</i>	Contracted by Oregon Park District
Hana Hinkle		Daughter of Bill Hinkle

Budget & Timeline

Proposed Budget

The proposed project expenses are outlined below and reflected in the contract terms identified in the commission contract.

Project	Amount
Artist Time	\$2304
Artist Supplies	\$400
TOTAL	\$2704

Timeline

The Oregon Park District plans to have the mural completed, installed and revealed to the public on Friday, May 24, 2024 as part of the dedication ceremony.

Contact Information

For Further Inquiries

Erin Folk, Executive Director

erin@oregonpark.org, (815) 732-3101



Applicant Information

Name: Erin Folk Organization Name: Oregon Park District
Phone Number: 815-732-3101 Email: erin@oregonpark.org

Property Owner Information

Name: Oregon Park District Email: erin@oregonpark.org
Address of Business: 304 S. Fifth Street, Oregon, IL
Zoning District: _____

Supplemental Documents

Accompanying this application please provide the following supplemental documents on the project:

1. Written and signed document from property owner indicating they have reviewed and approved the proposed design and a maintenance plan for the installation on their exterior building wall or permanent wall structure.
2. A color photo of the wall and a building elevation drawn to scale that identifies the wall on which the mural is proposed, location of existing and proposed murals, both the wall and mural dimensions and the location and direction for any lights to be installed. Photographs of the site location and its immediate surroundings.
3. Identify the type of paint to be used and, if it is to be applied to brick masonry walls, that it is durable, easy to apply and have good adhesive characteristics. It should be porous if applied on exterior masonry, thereby permitting the wall to breathe and preventing the trapping of free moisture behind the paint film.
4. A narrative that includes a written description of the proposed mural, the project timeline, budget, and funding sources.
5. A maintenance plan that includes the proposed timeline or lifespan of the mural, information on the wall preparation, the materials and processes that will be used to install the mural, a description of the protective coating that it will be applied to ensure the longevity and durability of the mural, and a statement that the necessary coating will be applied to the building or structure to preserve the integrity of the building, structure, and mural.
6. A list of persons and/or organizations involved in the installation of the mural.
7. A resume or biography for each artist involved in the design of the mural and a list of examples of previous work that includes the location, budget, year completed, past history of execution, and a brief description of the artist's role in the project (e.g. lead, collaborator, assistant.)

Mural Application

8. A signed agreement from the artist and the property owner agreeing to the Maintenance and Removal of the Artwork Agreement ("Maintenance Agreement") provided by the City of Oregon and a signed waiver of rights under the Federal Visual Artists' Rights Act ("VARA").

The Process

1. Submit the application and supporting documents to the Public Arts Commission
2. The Public Arts Commission (PAC) will review the application at their next regularly scheduled meeting.
3. If the proposed mural will be on a public building, the PAC will provide a recommendation that will be forwarded on to the City Council for their review and consideration.
4. If approved, the applicant will be notified.

Prohibitions

1. Murals may not extend beyond or project above the vertical or horizontal line of any wall onto which the mural is painted or affixed so as to not create a safety hazard to the public.
2. Murals in a public-right-of-way
3. Murals of any material characterized by an emphasis on "specified sexual activities" or "specified anatomical areas" or which are sexually oriented.
4. Murals shall not create a public safety issue, such as a distraction to drivers.

PAINTED BY CHLOE

Commission Contract

This contract is made the 1st day of, Feb 2024 (year) by and between:

Artist: Chloe Metz

Client: Oregon Park District
304 S 5th St, Oregon, IL 61061
815.732.3101

The parties agree as follows:

1. **Design Process:** At no charge, the Client will be presented with a proposal that will consist of two digital rendering. Once approved by the client, the Artist will present the official design. The Client is allowed two rounds of edits. Any additional design time will accrue a charge of \$50 per hour.
2. **Project:** The client is commissioning a(n) exterior mural to be completed by the Artist. The subject matter is Tennis / Memorial. The artwork will be in the artists' style but, as there are variations in the creative process, the client accepts the artwork will be unique and therefore subject to reasonable variation.
3. **Copyright:** Artist reserves the common-law copyright to all works commissioned by the Client. No work may be reproduced by the Client without the approval of the Artist. Artist is entitled to sign the mural in a discreet area of the wall. The Artist is entitled to identify as the creator of the artwork and share on their portfolio, including websites and on social media platforms. Client shall not alter, modify, edit, or change the artwork without the Artist's prior written consent.
4. **Schedule:** The project will begin April 2024. It is the Artist's intent to have the mural completed by May 21st 2024.
5. **Payment Amount:** The fee per square foot is based on the complexity of the subject, the difficulty of execution including surface quality and accessibility. For this project, the Artist is charging \$18 per square foot. The commission is designed to be 8x16 square feet respectively, bringing the total to \$2304.
6. **Misc. Costs:** These costs may include but are not limited to travel costs, equipment rental such as scaffolding, lifts, projectors, etc. The estimated miscellaneous cost for this project is \$0. Any expenses beyond that listed will be approved by the Client prior to moving forward. These miscellaneous costs will be the responsibility of the Client.

7. **Material Costs:** The estimated material cost for this project is \$400. If additional materials are needed to complete the project, the Client will be responsible to cover these charges at the time of final payment. The Artist will communicate these expenses prior to purchasing.
8. **Total Cost:** The total cost for this commission is \$2,704. (subject to change within the parameters previously listed)
9. **Payment Terms:** A non-refundable deposit of \$1,352 (50%) is required ASAP in order to hold the dates for execution. The remaining 50% \$1,352 plus any additional unforeseen expenses required to complete the commission will be due upon completion.
10. **Longevity:** Based on research, the Artist expects the mural to last approximately 7 years; However, the Artist is unable to guarantee the longevity of the mural based on numerous external factors including but not limited to weather, quality of surface, potential water damages, etc.
11. **Satisfaction:** It is the Artist's intent to meet the expectations of the Client. If for any reason the Client is not satisfied with the Artist's work, the Artist will charge \$50 per hour until the Client is satisfied. Additional time will not exceed 20 hours.

Artist Name (printed) : Chloe Metz Date: 02 / 01 / 24

Artist Signature: _____

Client Name (printed) : _____ Date: 2 / 2 / 24

Client Signature: _____



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

City Hall - City Clerk Cheryl Hilton:

- The yard waste schedule for 2024 is available on the City Website. Pickup begins in April.
- Republic Services reported community recycling totals for January 2024 as 45,700 lbs.

MEETING INFORMATION

Sustainability Committee:

Next meeting TBD

Economic and Community Development Committee:

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

Tree Board:

Next Meeting TBD

City Council Meeting:

Next meeting Mar 12, 2024 at 5:30 p.m. Oregon City Hall Council Chambers

Planning & Zoning:

Next meeting Mar 19, 2024 at 5:30 p.m. Oregon City Hall Council Chambers

Public Art Commission:

Next Meeting TBD

Submitted by Bill Covell - Director of Public Works:

Street Department:

- 1 employee from the street department is continuing work on our IEPA lead line survey..
- Crew removed fallen limbs in the city terrace from a previous ice storm.
- Crew started work on removing stumps with our new stump grinder attachment.
- Crew burned the debris at the city dump from the year long brush removal.
- Crew repaired a leaking toilet at the coliseum.
- CDL driving time for employees who will be taking their CDL driving test.
- Crew drilled holes and began installing the bollards at the Sarah Phelps Plaza.
- Street Department Foreman worked on continuing education classes in management and supervising.
- Crew began preparing equipment for the upcoming spring season.

- Street Department mechanic completed oil changes on public work vehicles and equipment..

Water / Sewer Departments:

- Daily chores
- Cleaned roto mat daily
- Weather Service Reporting
- Meeting to discuss Trestle ridge development
- Worked on Flow data for Fehr Graham
- Half Testing
- Full Testing
- Washed Influent channels
- Washed and removed debris from Bypass Channel
- Pumped Sludge
- Laboratory Compliance Testing and Calibration
- Assisted Daily with Large amount of Julie Locates (Frontier-Fiber)
- Daily Testing
- Meeting with Frontier contractor for Boring and Locates
- Monthly Reporting to EPA
- Took Monthly Bacteriological Samples for EPA compliance
- Assisted in locating data for influent pump data for Scott(treatment plant project)
- Worked on FOIA Information and submitted to Cheryl
- Finals
- Locates- a lot due to Frontier, Scott assisted me due to the length of some of the locates being 600 to 700 Feet in length. Goes a lot quicker with an extra pair of hands.
- Installed new light bulbs in the wash bay due to most of them being burned out. Scott assisted

Director of Public Works - Bill Covell:

- Worked on sewer alignment for Trestle Ridge Subdivision t.
- Reviewed sidewalk issue on N 3rd Street
- Trestle Ridge NiCor gas permits review.
- Completed most CIP reports
- Worked with Helm Electric to get street lights replaced with new LED lights at the intersection of 4th & Washington.
- Worked with Frontier / meeting to review upcoming fiber work

- Searched for replacement parts for our salt spreaders (salt spreaders are not being produced anymore)..
- 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

