



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 March 12th, 2024, 5:30 P.M.
115 N 3rd Street**

Public Option: Join Meeting via Zoom

Meeting ID: 884 3800 6968 Passcode: 487427 One tap mobile +13092053325

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESENTATIONS**
- 5. PUBLIC COMMENT**
- 6. APPROVAL OF MINUTES**
- 7. APPROVAL OF WARRANTS AND PAYROLL**
- 8. BUSINESS ITEMS**
 - a. Approve Well #4 Pump Repairs – Estimate provided by Layne – Pull and convert existing line shaft pumping assembly**
 - b. Approve Façade Grant for Michelle Mongan/M. Mongan Décor – 1000 Pines Road – Repair/replace business signage**
 - c. Approve Façade Grant for Richard Haan – Bela’s Café – 317 W. Washington Street – Masonry and Window Repairs**
 - d. Approve Ordinance 2024-003 Authorizing the Execution of a First Amendment to the TIF Redevelopment Agreement between the City of Oregon and Trestle Holdings LLC**
 - e. Approve CMS CY2024-CY2025 Rock Salt Joint Participation Contract**
- 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 27th, 2024, 5:30 P.M.
City Hall Council Chambers
115 N 3rd Street

The Council of the City of Oregon met Tuesday February 27th, 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 Kurt Wilson
City Manager Darin DeHaan
Deputy Chief of Police Matt Kalnins
City Attorney Paul Chadwick
City Clerk Cheryl Hilton
Absent: Council Member Terry Schuster.
Also Present: Bill Covell and George Howe.
Present via Zoom: Lynn Baylor-Zies and Jordan Plock.

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

Council Member Kurt Wilson started the pledge of allegiance.

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

Public Comment

None.

Presentations

None.

Approval of Minutes

Council Member Tim Krug moved to approve the February 13th, 2024, minutes, Seconded by Council Member Melanie Cozzi.

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

Approval of Warrants & Payroll

Council Member Kurt Wilson moved to approve payroll in the amount of \$65,339.41 and the current warrants as listed:

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
Fischer's, 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 Crystal's & 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

Seconded by Council Member Tim Krug.

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

Business Items

Council Member Tim Krug moved to approve an Agreement with Fehr Graham for Professional Services related to the Lead Service Line Inventory Project, Seconded by Council Member Kurt Wilson.

Discussion: Bill Covell said the city received forty thousand dollars in grant money to use towards this project. Fehr Graham and Public Work employees will work together to complete the inventory.

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

Council Member Tim Krug moved to approve an Agreement with Fehr Graham for Professional Engineering Services related to Streetscape 2024 – City of Oregon Washington Street (IL 64), Seconded by Council Member Melanie Cozzi.

Discussion: City Manager Darin DeHaan said the city will tackle this as a local project before IDOT begins the work on IL RT 64. The sidewalk, curb, and gutter will be removed and replaced on RT 64 between S. Fourth Street and S. Fifth Street. The driveways will be removed from the Sarah Phelps Plaza and sidewalks will be put in.

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

Council Member Kurt Wilson moved to approve Resolution 2024-2 Authorizing an Agreement with Ogle County Brewery LLC and Toasty Noodles LLC-108 N. 4th Street, Seconded by Council Member Tim Krug.

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

Council Member Melanie Cozzi moved to approve a Mural Grant for the Oregon Park District – Oregon Park West Tennis Courts in honor of Bill Hinkle, Seconded by Council Member Kurt Wilson.

Discussion: City Manager Darin DeHaan said the Public Arts Commission approved the mural at their last meeting. The mural will be in honor of Bill Hinkle and be located at the Park West tennis courts. The Art Commission discussed the contrast in the silhouettes in the background but still agreed to approve the mural. There will still be funding for 1 ½ more murals in the budget for mural grants if this grant is approved. Mayor Ken Williams stated he does not want to take away from the artwork but would like to see the City of Oregon recognized somewhere on the murals in the future.

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

Proclamations, Commendations, etc.

None.

Discussion Items

None.

Committee Reports

None.

Department Reports

City Manager Darin DeHaan: There has been a lot of progress on the demolition of the old buildings at the street garage. There is still debris to be removed by the contractor. The removal of these old buildings will help with the riverfront development.

Council Reports

None.

Council Member Melanie Cozzi moved to adjourn the meeting, Seconded by Council Member Kurt Wilson.

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

Adjourn: 5:50 P.M.

Ken Williams, Mayor

Attest: _____
Cheryl Hilton, City Clerk

March 12, 2024

Payroll in amount \$61,199.40

Ace Hardware & Outdoor Center	\$37.99
AEP Energy	\$5,811.39
Altec Industries, Inc	\$1,149.56
Blackhawk Hills Regional Council	\$1,007.52
Central Square	\$5,354.60
Certified Balance & Scale	\$1,554.00
City of Oregon	\$5,000.00
City of Oregon	\$12,816.33
Comcast	\$248.74
Ehmen	\$690.00
Envision Healthcare	\$229.00
Ferguson Waterworks #2516	\$332.74
Ferguson Waterworks #3325	\$1,611.06
Fidelity Security Life Insurance	\$148.60
Frontier	\$117.58
Galls, LLC	\$145.98
Hometown Auto Repair, LLC	\$662.97
Ken Williams	\$144.21
Kunes Country Auto Group	\$105.38
Mark Nehrkorn Mobel Furnishings	\$600.00
Martin and Company	\$12,930.00
MCS	\$145.00
Mobile Electronics	\$772.15
Nicor	\$523.00
North End Auto and Tire	\$225.00
Ogle County Clerk & Recorder	\$60.00
Oregon SuperValu	\$57.12
Postmaster	\$8.73
Postmaster	\$18.05
Radar Man, Inc	\$300.00
Region 1 Planning Council	\$3,823.75
Republic Services #721	\$68.00
Republic Services #721	\$21,067.20
Rock Valley Concrete Cutting LLC	\$1,750.00
Snyders	\$323.00
Something Bleu Bridal Boutique LLC	\$2,625.00
Sundog IT	\$2,542.00
Terry Schuster	\$372.60
	\$85,378.25

City Manager



Layne Christensen Company
721 W. Illinois Avenue
Aurora, IL 60506

630/897-6941
graniteconstruction.com

February 20, 2024

Jeff Pennington
City of Oregon
155 North 3rd Street
Oregon, IL 61061

Re: OREGON, IL WELL 4 REHABILITATION

Mr. Pennington,

Per your request, we are sending this letter to estimate the costs for the pulling and converting your existing lineshaft pumping assembly at Well No. 4 to a submersible pumping assembly.

Our records indicate this well currently consists of a Christensen 11CLC – 7 stage bowl rated for 600 GPM at 386 TDH, a 75HP 460V 1800RPM VHS motor, 200 feet of 8" x 1-3/16" water lube column assembly with 10 feet of 8" suction column less strainer.

Pump repairs of this nature are normally performed on a time & material basis, per the rates, terms, & conditions as outlined on the attached Work Order Form. We would typically use a Large Pump Service rig, Service Truck, and a 3-man crew.

The listing of the items for our T&M estimate is broken down as follows:

Well 4 Pump Removal and Video Survey					
	Item	Qty	Unit	Unit Cost	Extension
1	Load and mobilize to the site, set up pipe inspection racks, pump service rig and support equipment. Lockout power to pump. Remove the complete pumping assembly and demobilize back to yard.				
	Serviceman and helper	8	HR	\$375.00	\$3,000.00
	Large Rig and Operator	32	HR	\$337.00	\$10,784.00
	Serviceman w/ Truck and Trailer	32	HR	\$270.00	\$8,640.00
	Helper	32	HR	\$198.00	\$6,336.00
	Power Tongs	2	DY	\$475.00	\$950.00
	Per Diem and Hotel	9	EA	\$175.00	\$1,575.00
	Per Diem	3	EA	\$72.00	\$216.00
2	Special Services				
	Televis Well and Report	1	LS	\$1,800.00	\$1,800.00

WATER RESOURCES

3	Yard labor				
	Machinist and Equipment	8	HR	\$209.00	\$1,672.00
	Helper	4	HR	\$185.00	\$740.00
	Sandblast Equipment and 2 Man Crew	12	HR	\$425.00	\$5,100.00
	Welder	16	HR	\$209.00	\$3,344.00
4	Set the complete pumping assembly and test.				
	Serviceman and helper	8	HR	\$375.00	\$3,000.00
	Large Rig and Operator	32	HR	\$337.00	\$10,784.00
	Serviceman w/ Truck and Trailer	32	HR	\$270.00	\$8,640.00
	Helper	32	HR	\$198.00	\$6,336.00
	Power Tongs	2	DY	\$475.00	\$950.00
	Per Diem and Hotel	9	EA	\$175.00	\$1,575.00
	Per Diem	3	EA	\$72.00	\$216.00
5	Materials				
	Fabricate surface plate with discharge elbow	1	LS	\$5,500.00	\$5,500.00
	Christensen 7THC - 5 stage bowl assembly rated for 600GPM @ 386' TDH	1	EA	\$7,274.00	\$7,274.00
	CentriPro 75HP 3ph 460V 3600RPM Motor	1	EA	\$14,345.00	\$14,345.00
	8" T&C Column Pipe	200	FT	\$77.00	\$15,400.00
	Epoxy coat pipe IN/OUT, if needed	200	FT	\$35.00	\$7,000.00
	8" x 6" swage	1	EA	\$855.00	\$855.00
	8" Flomatic Positive Check Valve	1	EA	\$3,350.00	\$3,350.00
	1/0 3-cond w/ ground 600V submersible cable	210	FT	\$26.95	\$5,659.50
	Surface plate fittings - greenfield, junction box, airline fittings, etc...	1	LS	\$600.00	\$600.00
	Misc materials - airline, tape, banding, gauges, etc...	1	LS	\$850.00	\$850.00
TOTAL ESTIMATED COST =					\$136,491.50

We would add 8.25% Illinois State and Local sales tax if the materials are not tax-exempt. A mutually agreeable contract will be signed prior to mobilization. Payment terms are Net 30 days and will be billed per the above on a monthly basis.

We assume the pump can be pulled in a normal fashion without cutting column pipe/shafting, no downhole separations, or other downhole conditions making removal different than assumed conditions. Layne assumes no responsibility to damage to the hatch or the exposed well casing, unless caused by our negligence. Layne not responsible for onsite damage of ground conditions (i.e. rutting, landscaping etc.) as caused by moving equipment on/off site. Any delays caused by site activities caused outside of Layne's control will be billed at above rates.

We have not included a contingency for any well rehabilitation at this time. A separate proposal will be provided after the televising is performed, if required.

Layne appreciates the opportunity to help the City with its water resource needs. If you have any questions, please do not hesitate to contact us.

Yours Very Truly,

Layne Christensen Company

Jason Gray
Project Manager I

Above work accepted by (signature): _____

Printed Name: _____

Title: _____

Date: _____

WORK ORDER



Layne Christensen Company
 721 W. Illinois Avenue, Aurora, IL 60506; Phone (630) 897-6941
 229 W. Indiana Ave., P.O. Box 489, Beecher, IL 60401; Phone (708) 946-2244

Purchaser: City of Oregon, IL
 Job Location: Well 4

SERVICE RATES - EFFECTIVE OCTOBER 1, 2023

	Straight Time		Overtime	Doubletime
	Per Hr.	8 Hr. Day	Per Hr.	Per Hr.
Serviceman w/hand tools	227.00	1816.00	340.50	454.00
Serviceman w/service truck and hand tools, or welder	270.00	2160.00	383.50	497.00
Helper	198.00	1584.00	297.00	396.00
Serviceman and 1 Helper	425.00	3400.00	637.50	850.00
<u>Small Rig or Winch Truck</u>				
1 Man Crew	282.00	2256.00	395.50	509.00
2 Man Crew	480.00	3840.00	692.50	905.00
3 Man Crew	678.00	5424.00	989.50	1301.00
<u>Middle Rig, Large Hoist or Flatbed Crane</u>				
1 Man Crew	295.00	2360.00	408.50	522.00
2 Man Crew	493.00	3944.00	705.50	918.00
3 Man Crew	691.00	5528.00	1002.50	1314.00
<u>Big Rig, Large Hoist and Poles, or Large Crane</u>				
1 Man Crew	337.00	2696.00	450.50	564.00
2 Man Crew	535.00	4280.00	747.50	960.00
3 Man Crew	733.00	5864.00	1044.50	1356.00
4 Man Crew	931.00	7448.00	1341.50	1752.00
Power Tong Usage, per 8 hour shift		475.00		
<u>Machine Shop/Yard Labor and Equipment</u>				
Machinist and Equipment	209.00	1672.00	304.00	399.00
12" Threading Machine and Operator	235.00	1880.00	330.00	425.00
Serviceman w/hand tools	190.00	1520.00	285.00	380.00
Helper	185.00	1480.00	277.50	370.00
Sandblast Equipment and 2 man crew	425.00	3400.00	612.50	800.00

Mileage: Auto: \$0.65 Pickup: \$0.90 1-Ton: \$1.35 2-1/2 Ton Flatbed: \$2.50 Semi-Tractor: \$4.00

Subsistence-Per Man

Over 55 miles radius from home office.....\$72.00 + Hotel

The undersigned Purchaser hereby instructs Layne Christensen Company (Contractor), to proceed with the work described with the understanding that the Terms and Conditions shown on the reverse are hereby incorporated as part of this Quotation and with the specific understanding that Contractor will not be held liable for any damage in any way whatsoever for failure to complete the described work, nor for any injury or damage resulting from Contractor's efforts to perform such work, or for delay on Contractor's part in completing same. All work described herein will be provided as quoted above or on a cost plus basis at the hourly rates provided. All quotes indicated, if any, are estimates based on the best information available prior to beginning work. Purchaser's pumps, motors, parts and/or accessories may be stored by the Contractor for sixty (60) days from the date of invoice or other written notice from Contractor. After said sixty (60) days, disposal of such equipment may be made by the Contractor without incurring any liability. All hours worked before or after Contractor's normal work day hours and all hours worked on Saturdays, will be billed at time and one-half rates. All work on Sundays and/or any federally recognized holiday will be billed at double time rates.

REMARKS:

T&M estimate per the attached proposal.

Work Authorized on Behalf of Purchaser By: _____

Date: _____

Title: _____

TERMS AND CONDITIONS

LIABILITY OF CONTRACTOR: Contractor shall not be liable for any bodily injury, death, or injury to or destruction of tangible property except as the same may have been caused by the negligence of Contractor. In no event shall Contractor be liable for any delays or special, indirect, incidental or consequential damages. Purchaser agrees that the total limit of Contractor's liability (whether based on negligence, warranty, strict liability or otherwise) hereunder, shall not exceed the aggregate amount due Contractor for services rendered under this contract. All claims, including claims for negligence or any other cause whatsoever, shall be deemed waived unless made in writing and received by Contractor within one (1) year after Contractor's completion of work hereunder.

INSURANCE: Contractor shall provide workers' compensation insurance, public liability and property damage insurance covering its employees and operation. Purchaser, at its option, may maintain such insurance as will protect it against claims arising out of the work.

REIMBURSABLE COST: In addition to the hourly charge provided on the face of this contract, Purchaser will reimburse Contractor for travel and living expenses necessarily incurred by the Contractor in the performance of the work, minor incidental expenses such as overnight mail, telephone and petty cash expenditures necessarily incurred, cost of removal of all debris if so directed by Purchaser, sales, consumer, use and similar taxes required by law and the cost of permits and all licenses necessary for the execution of the work. The foregoing costs shall be billed at actual cost plus fifteen percent (15%) unless otherwise agreed upon.

PRICE ADJUSTMENT: Any cost estimates or time frames stated herein are subject to equitable adjustment in the event of differing or unforeseeable conditions, changes in applicable laws after the date of this contract, unforeseeable delays or difficulties caused by acts of God, Purchaser or any third parties. Prices of goods acquired by Contractor from others shall be adjusted to reflect Contractor's price in effect at time of shipment. The price of Contractor's goods will be adjusted to the price in effect at time of shipment in accordance with Contractor's current escalation policies or as specifically covered in this contract.

TERMS: Thirty (30) days net from date of invoice. For extended projects, Contractor shall submit invoices on a monthly basis for any and all work completed and materials or equipment provided during the previous month. Past due invoices shall be subject to a delinquency charge of one and one-half percent (1-1/2%) per month (eighteen percent (18%) per annum) unless a lower charge is required under applicable law, in which case the lower rate shall apply. Purchaser agrees to pay all collection fees, attorneys' fees and costs incurred in the collection of any past due amounts arising out of this contract. Contractor shall have the right to immediately terminate this contract without further liability if Purchaser fails to make timely payment or otherwise materially breaches this contract.

MATERIAL SHORTAGES AND COST INCREASES: If any portion of materials or equipment which Contractor is required to furnish becomes unavailable, either temporarily or permanently, through causes beyond the control and without the fault of Contractor, then in the case of temporary unavailability any completion time frames shall be extended for such period of time as Contractor shall be delayed by such above-described unavailability, and in the case of permanent unavailability Contractor shall be excused from the requirement of furnishing such materials or equipment. Purchaser agrees to pay Contractor any increase in cost between the cost of the materials or equipment which have become permanently unavailable and the cost of the closest substitute which is then reasonably available.

DELAYS: If Contractor is delayed at any time in the progress of work by labor disputes, fire, unusual delays in transportation, unavoidable casualties, weather, or any cause beyond Contractor's reasonable control, then any completion time frames shall be extended by a reasonable period of time, at least equal to the period of delay.

CHANGED CONDITIONS: The discovery of any hazardous waste, substances, pollutants, contaminants, underground obstructions or utilities on or in the job site which were not brought to the attention of Contractor prior to the date of this contract will constitute a materially different site condition entitling Contractor, at its sole discretion to immediately terminate this contract without further liability.

ESCALATION: This contract is made with the understanding that Contractor will be able to begin and continuously proceed with its work on or before the proposed start date on the reverse side hereof. In the event Contractor is unable to commence its work on or before said date because the project is not ready for Contractor's work, Contractor will charge Purchaser the amount of increase in Contractor's cost attributable to such delay, plus Contractor's normal overhead percentage.

GUARANTEE AND LIABILITY: Contractor warrants that its labor supplied hereunder shall be free from defect and shall conform to the standard of care in effect in its industry at the time of performance of such labor for a period of twelve (12) months after substantial completion of Contractor's work. Contractor agrees, to the extent it is permitted, to pass on any warranties provided by the manufacturers of materials and/or equipment furnished under this contract. Contractor itself provides no warranty, express, implied or otherwise, on any such materials or equipment. Contractor will not be responsible for work done, material or equipment furnished or repairs or alterations made by others.

For any breach hereunder, Contractor shall be liable only for the value of the installation work or, if it wrongfully fails to install, then its liability is limited to the difference between the contract price herein, and the value of other similar installation work. If Contractor's breach damages any materials or equipment furnished hereunder, Contractor shall only be liable for the value of such materials or equipment. Under no circumstances will Contractor be liable for consequential, special or indirect damages, including without limitation, any crop loss or damage, damage to other equipment, structures or property, nor for any other similar or dissimilar damages or losses whether due to delay, failure to furnish or install, delay in installation, defective material or equipment, defective workmanship, defective installation, delay in replacing, nor for any cause or breach whatsoever. In any event, Contractor's total liability towards Purchaser for alleged faulty performance or nonperformance under this contract shall be limited to the total contract price. No materials, equipment or services contracted herein carries any guarantee not mentioned in this contract. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

TITLE AND OWNERSHIP: In case of default on Purchaser's part, Contractor shall have the right to enter the premises upon which any material or equipment furnished herein have been installed and retake such goods not then paid for and pursue any further remedy provided by law, including recovery of attorneys' fees and any deficiency to the maximum extent and in the manner provided by law. Such materials and equipment shall retain their character as personal property of Contractor until payment in full is received by Contractor, regardless of their mode of attachment. Unless prior specific written instructions are received to the contrary, surplus and replaced materials and equipment resulting from repair or installation work shall become the property of Contractor.

DELIVERY: Shipment schedules and dates, expressed or implied, are contingent on normal conditions. Contractor will not be responsible for any delays in shipment or completion caused by factors beyond its control such as, but not limited to, suppliers' failures, accidents, work stoppages or operation of or changes in the law. Shipments will be made as promptly as Contractor's ability to obtain materials and/or equipment and scheduling will permit. No delay in shipments or variances from shipping schedule shall be cause of cancellation or any claim for damage. Any changes in layout or design requested after acceptance of this contract will be made at Purchaser's additional cost. Any such change and/or time taken to supply engineering data or to approve drawings will automatically extend shipping schedules. Equipment will be shipped "knocked down" to the extent Contractor considers necessary, with small parts stripped from equipment and crated. On and after delivery to the carrier for transportation to the Purchaser's site, Purchaser shall be responsible for all loss or damage to materials or equipment due to any cause, including but not limited to loss or damage resulting from casualty.

INDEMNIFICATION: Purchaser agrees to indemnify and hold Contractor, its directors, officers, stockholders, employees, agents and subcontractors, harmless from and against any and all claims, demands, causes of action (including third party claims, demands or causes of action for contribution or indemnification), liability and costs (including attorneys' fees and other costs of defense) asserted and/or filed by Purchaser or any third party(ies), including without limitation Purchaser's employees, and arising out of or as a result of: (i) the presence of Contractor or its subcontractors at the job site, (ii) the work performed by Contractor or its subcontractors, or (iii) any negligent act or omission of Purchaser, its employees, agents, consultants, other contractors or any person or entity under Purchaser's control, except to the extent that such claims, demands, causes of action, liabilities or costs are caused by the negligence of Contractor or its subcontractors.

APPLICATION

- Façade Rev. 07-07-21









Estimate

801 FAIRGROUND CIRCLE DR
OREGON, IL 61061

Date _____

Michelle Mongan
1000 Pines Rd.
Oregon IL 61061

Redo Front Sign on business
Frontage

material

795.08

Labour

2015.00

2810.00

2.5 % interest after 30 day charged per month on unpaid balances



Fischers, inc.

311 Washington St • PO Box 276 • Oregon, IL 61061

Ph: (815) 732-2392 • Fax: (815) 732-6140

www.fischers-inc.com

Invoice 0749881-001

Invoice Date: 02/09/24

Customer PO:

Account Number:

Salesperson:

Page 1 of 1

Bill To : Mongan Decor
1000 W Pines Rd
Oregon, IL 61061

Ship To:

Mongan Decor
1000 W Pines Rd
Oregon, IL 61061

Buyer Phone:

Fax:

Line	Item Number	Description	UOM	Qty	Price	Total
1	MMPSIGN	CUSTOM PRINTED SIGN 14' x 4' Max Metal Sign	EA	2	342.50	685.00

*paid
\$ 734.66
2/23/24*

Subtotal	685.00
Shipping	0.00
Sales Tax	49.66

Invoice Total:	734.66
Amount Due:	734.66
Payment Due Date	02/29/24

Received By:

Date:

RI Carrier:

FOB Point:

Route/Seq: /0

Order Taker: cameron

Plum Electric, Inc
423 E Hitt Street
Mt Morris, IL 61054

Estimate

Date	Estimate #
2/26/2024	17012plumg5

Name / Address
M Mongan Decor Michelle Mongan 1000 Pines Road Oregon, IL 61061

			Project
Description	Qty	Rate	Total
Angled Shroud light fixture	6	238.79104	1,432.75T
Miscellaneous supplies	1	600.00	600.00T
Electrical labor	16	110.00	1,760.00
		Subtotal	\$3,792.75
		Sales Tax (6.25%)	\$127.05
		Total	\$3,919.80

\$25,000.00 Fiscal Year Budget

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City of Oregon
FACADE IMPROVEMENT MATCHING GRANT PROGRAM
APPLICATION

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

Richard Haan

2. **Business Name and Address:**

317 W Washington Street

3. **Phone:** _____

4. **Estimated cost of project:** \$ 18,155.00

Paint	_____
Signage	_____
Repair or replacement of windows	6,767.00
Masonry repairs	11,388.00
Awnings	_____
Other _____	_____

4. **Items needed to process this application:**

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

Date of Application: 3/7/24

Applicant(s) Signature(s)

☐ **Approved** ☐ **Denied**

City Manager

Date

Labor for tuckpointing \$9,000

Lift Rental \$1,200

Material \$1,188 this includes the price of the brick, which is \$1,008, Mortar \$40, and Brick Sealer \$140

With a total of \$11,388

Then we also got pricing on the windows

Labor will cost \$5,000

Windows \$1,500

Materials for windows Caulk \$115, Lumber \$92, and Spray Foam \$60
with a total of \$6,767

With that being said we have come up with a grand total of \$18,155

If you have any questions do not hesitate to call!

Richard Haan

CITY OF OREGON, ILLINOIS

ORDINANCE NO. 2024-003

OREGON TAX INCREMENT FINANCING DISTRICT

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

by and between

THE CITY OF OREGON, OGLE COUNTY, ILLINOIS

and

TRESTLE HOLDINGS, LLC

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF OREGON, OGLE COUNTY, ILLINOIS
ON THE 12TH DAY OF MARCH, 2024.**

CITY OF OREGON, ILLINOIS: ORDINANCE NO. 2024-003

OREGON TIF DISTRICT

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

by and between

THE CITY OF OREGON

and

TRESTLE HOLDINGS, LLC

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

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

1. The First Amendment to the Redevelopment Agreement with Trestle Holdings, LLC (the “Developer”) attached hereto as ***Exhibit A*** is hereby approved.
2. The Mayor is hereby authorized and directed to enter into and execute on behalf of the City said First Amendment to the Redevelopment Agreement and the City Clerk of the City of Oregon is hereby authorized and directed to attest such execution.
3. The First Amendment to the Redevelopment Agreement shall be effective the date of its approval on the 12th day of March, 2024.
4. This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

[the remainder of this page is intentionally blank]

PASSED APPROVED AND ADOPTED by the Mayor and City Council of the City of Oregon this 12th day of March, 2024 and filed in the office of the City Clerk of said City on that date.

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

APPROVED: _____, Date ____/ ____ / 2024
Mayor

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

Attachment: **EXHIBIT A.** First Amendment to the Redevelopment Agreement by and between the City of Oregon and Trestle Holdings, LLC.

**FIRST AMENDMENT TO THE
TAX INCREMENT FINANCING DISTRICT
REDEVELOPMENT AGREEMENT**

by and between

CITY OF OREGON, OGLE COUNTY, ILLINOIS

and

TRESTLE HOLDINGS, LLC

OREGON TAX INCREMENT FINANCING DISTRICT

MARCH 12, 2024

**FIRST AMENDMENT TO THE
REDEVELOPMENT AGREEMENT**

**by and between
CITY OF OREGON
and
TRESTLE HOLDINGS, LLC**

OREGON TIF DISTRICT

THIS FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT (including Exhibits) is entered into this 12th day of March, 2024, by and between the City of Oregon (the “City”), an Illinois Municipal Corporation, Ogle County, Illinois, and Trestle Holdings, LLC, an Illinois Limited Liability Company (the “Developer”).

PREAMBLE

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

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

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

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

WHEREAS, on August 24, 2021 the City and the Developer entered into a Redevelopment Agreement (the “Original Agreement”) wherein the City agreed to extend certain incentives to provide reimbursement of TIF eligible project costs for property located on South Second Street, Oregon, Illinois, real estate tax property identification numbers 16-10-128-004 and 16-10-128-005 (the “Property”); and

WHEREAS, the Developer has proceeded with plans to construct a 55+ age-restricted townhome community including 44 duplex townhomes, one single-family home and one tri-plex, river access, a walking/biking path and green space (the “Project”), and is doing so based on the availability of TIF incentives offered by the City through the Original Agreement; and

WHEREAS, it is the intent of the City to encourage economic development which will increase the real estate tax revenue of the City, which increased incremental taxes will be used, in part, to finance

incentives to assist development within the Tax Increment Financing District; and

WHEREAS, the City has the authority under the Act to incur Redevelopment Project Costs (“Eligible Project Costs”) and to reimburse Developer for such costs pursuant to 65 ILCS 11-74.4-4(j); and

WHEREAS, the Parties agree to amend the terms of the Original Agreement as set forth below.

FIRST AMENDMENT

A. AMENDED DEFINITION OF “DEVELOPER”

The term *Developer* in the Original Agreement shall be amended to mean “Trestle Holdings, LLC, Hvarre Holdings, LLC, Hvarre Painting, Inc., Hvarre Property, LLC, BRB Enterprises, LLC and Ted N Hvarre, collectively”.

B. AMENDED “C. INCENTIVES”

Section C in the Original Agreement shall be amended to add the following paragraph 3:

3. The Parties agree that all reimbursements for TIF eligible project costs paid to the Developer hereunder, whether such costs were incurred by Trestle Holdings, LLC, Hvarre Holdings, LLC, Hvarre Painting, Inc., Hvarre Property, LLC, BRB Enterprises, LLC or Ted N Hvarre, shall be paid by the City to **Trestle Holdings, LLC**.

C. PRIOR AGREEMENT TERMS APPLY

All terms of the Original Agreement and any Exhibits to the Original Agreement shall apply to this Amendment and remain effective unless specifically modified by this First Amendment to the Redevelopment Agreement.

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

CITY

Oregon, Illinois, a Municipal Corporation

BY: _____
Mayor, City of Oregon

ATTEST:

City Clerk, City of Oregon

DEVELOPER

Trestle Holdings, LLC, an Illinois Limited Liability Company

BY: _____
Name: _____
and

Hvarre Holdings, LLC, an Illinois Limited Liability Company, dba Hvarre Development

BY: _____
Name: _____
and

Hvarre Painting, Inc., an Illinois Corporation

BY: _____
Name: _____
and

Hvarre Property, LLC, an Illinois Limited Liability Company

BY: _____
Name: _____
and

BRB Enterprises, LLC, an Illinois Limited Liability Company, dba Hvarre Realty

BY: _____
Name: _____
and

Ted N. Hvarre

CMS CY2024-CY2025 Rock Salt Contract

Joint Participant

This Rock Salt Joint Participation Agreement is offered to those governmental units who agree to participate in the CY2024-CY2025 Rock Salt solicitation and who agree to take delivery of required tonnage as specified in the resulting joint purchase master contract(s). The resulting joint purchase master contract(s) will be for a one (1) year term with no options to renew.

BY SUBMITTING THIS ROCK SALT CONTRACT JOINT PARTICIPATION AGREEMENT WITH A ROCK SALT TONNAGE AMOUNT, YOUR GOVERNMENTAL UNIT WILL BE OBLIGATED TO TAKE DELIVERY OF THAT SPECIFIED AMOUNT DURING THE CONTRACT TERM. READ THROUGH ALL TERMS OF THIS DOCUMENT, INCLUDING THE SIGNATORY'S CERTIFICATIONS, BEFORE SUBMISSION. IF YOU HAVE QUESTIONS ABOUT THE CERTIFICATIONS CONTAINED IN THIS AGREEMENT, CONTACT YOUR GOVERNMENTAL UNIT'S LEGAL COUNSEL.

If you have more than one Ship To location, you **MUST** complete a separate Contract Participation Agreement for each location.

The deadline to respond is 5:00 p.m. April 07, 2024. This submission date is firm and if you do not respond by this date, you will not be included in the new solicitation or resulting joint purchase master contract for Rock Salt for the CY2024-CY2025 season.

chilton@cityoforegon.org Switch account



The name and photo associated with your Google account will be recorded when you upload files and submit this form. Only the email you enter is part of your response.

* Indicates required question



Email *

What is the name of your Governmental Unit? *

Enter as follows: "Name" Village of, "Name" City of, "Name" Township, "Name" County Highway Dept. etc...

Do you have the purchasing authority to complete the Rock Salt Contract Participation Agreement for CY2024-2025?

*

☒ Yes

☐ No

Next

Page 1 of 3

Clear form



CMS CY2024-CY2025 Rock Salt Contract Joint Participant



The name and photo associated with your Google account will be recorded when you upload files and submit this form. Only the email you enter is part of your response.

* Indicates required question

Purchasing Authority Acceptance

Does your Governmental Unit wish to participate in the new solicitation for the CY2024-CY2025 season? *

☒ Yes

☐ No

[Back](#)

[Next](#)

Page 2 of 3

[Clear form](#)



CMS CY2024-CY2025 Rock Salt Contract Joint Participant



The name and photo associated with your Google account will be recorded when you upload files and submit this form. Only the email you enter is part of your response.

* Indicates required question

Rock Salt Information for CY24-25

What is the Ship To Address including City and Zip Code? *

This is the address to which the salt is to be delivered.

Your answer

In what County is the Ship To Address located? *

Your answer



What is the Bill To Address including City and Zip Code? *

This is the address to which the Vendor will send the invoice.

Your answer

Who is the Contact Person for your Governmental Unit as it relates to Rock Salt? *

Your answer

What is the Contact Person's Title? *

Your answer

What is the Contact Person's telephone number? *

Your answer

What is the Contact Person's email address? *

Your answer

How many tons of Rock Salt is your Governmental Unit requesting that CMS solicit on your behalf? *A minimum of 22 tons is required and estimates should be calculated in 22 tons increments.* *

Your answer



What is your minimum purchase commitment for the CY2024-CY2025 season? *

If you choose 80% and the participant estimates a quantity of 100 tons, the participant is only obligated to order 80 tons. If you choose 100% and the participant estimates a quantity of 100 tons, the participant is obligated to order 100 tons. Regardless of your choice below, all participants will be allowed a maximum purchase commitment of 120%.

That means that if a participant estimates a quantity of 100 tons, the participant can order up to 120 tons.

☐ 80%

☐ 100%

Certificate of Authority *

I certify that funds are available for this agreement and that such items are available for the sole use of this governmental unit, and not for personal use of any official or individual or resale. In addition, I agree to abide by the Joint Purchasing Procedures established by the Department of Central Management Services.

Please upload the completed Blank Certificate of Authority that was attached to the email with the link to this participation agreement form.

 Add file

Printed Name of Authorized Signature *

Please enter Last Name, First Name

Your answer



BY SUBMITTING THIS ROCK SALT CONTRACT JOINT PARTICIPATION AGREEMENT FORM ON BEHALF OF YOUR GOVERNMENTAL UNIT, YOU ARE HEREBY CERTIFYING TO THE STATE OF ILLINOIS THAT YOU HAVE ACTUAL AUTHORITY (PROOF OF WHICH IS ATTACHED HERETO) TO OBLIGATE YOUR GOVERNMENTAL UNIT TO PARTICIPATE IN THE SOLICITATION AND TAKE DELIVERY OF ALL AMOUNTS SPECIFIED IN YOUR SUBMISSION. YOU FURTHER CERTIFY THAT YOU HAVE COMPLIED WITH ALL APPLICABLE PURCHASING AND CONTRACT REQUIREMENTS SET FORTH BY YOUR GOVERNMENTAL UNIT.

☐ Yes, I certify.

A copy of your responses will be emailed to the address you provided.





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: Mar 12, 2024

I am pleased to provide Mayor Williams and the Oregon City Council with the following synopsis of City Business for – Feb 24, 2024 – Mar 8, 2024

Submitted by Darin DeHaan - City Manager:

- We continue to work on housing strategies.
- I was advised we did not receive the tree planting grant we applied for. We will look to use budgeted local funds to start planting trees this year. We also plan to do tree planting for Arbor Day as well.
- Bela's Restaurant building owners have submitted their material plans for the needed brick repairs and have requested a facade grant from the City. The City Council will review the request at the meeting on the 12th. Repairs are scheduled to begin once the weather cooperates.
- Continue to work on Economic Development with potential businesses as well as working to fill empty space in town. Chris Manheim continues to update our LOIS information for investors.
- Continue to work with Chief Knoup and Dep. Chief Kalnins to update our emergency response manuals as they relate to the Nuclear Plant. We will also begin working on updating the City's Emergency Plan next. I appreciate both of them working diligently with me on this endeavor.
- We have several projects we are working on including the Head Works Project for the sewer plant, a well upgrade, preparing for street project bids, new in-car video cameras for the Police Department, a few HR projects for City Hall, and the Washington StreetScape project. Huge thank you to all the Department Heads diligently working on all of these projects.
- 7 ordinance violations have been addressed since January 1st.

- The old Dayton building demo is going well. The ground has been leveled and the project continues. Thanks to Bill Covell for the pictures.



City Hall - City Clerk Cheryl Hilton:

- Republic Services reported community recycling totals for February 2024 as 35,700 lbs.
- 6 Building Permits were issued in the month of February.

MEETING INFORMATION

Tree Board:

Next Meeting TBD

Sustainability Committee:

Next meeting Mar 11, 2024 at 9:00 a.m. Oregon City Hall Conference Room

Planning & Zoning:

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

City Council Meeting:

Next meeting Mar 26, 2024 at 5:30 p.m. Oregon City Hall Council Chambers

Economic and Community Development Committee:

Next meeting Apr 2, 2024 at 5:00 p.m. Oregon City Hall Conference Room

Public Art Commission:

Next Meeting TBD

Submitted by Bill Covell - Director of Public Works:

Street Department:

- Multiple employees completed driver training and took the Illinois Cdl driving exam. Both that went for the driving portion of the test passed. Congrats guys!
- Crew continued with stump grinding, and the crew began cleanup and restoration after stump removal. So far 12 stumps have been removed and the crew plans on trying to do 10 per week.
- Crew finished installing bollards and chains at Sara Phelps plaza
- The Street department Manager continued with supervisor training classes. He has 5 course so far
- One member of street department continued working on IEPA lead line inventory
- Vehicle maintenance completed on three vehicles
- Streets Manager met with contractor for Trestle Ridge to discuss upcoming work

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 and project specification for Trestle Ridge Subdivision. Also met with the contractor and developer to discuss upcoming work. Sewer line should begin next week.
- Reviewed sidewalks in town to plan for projects this summer
- Setup subcontractor work for new Keiser Blowers at the sewage treatment plant.
- Completed CIP reports
- Worked with Frontier on upcoming fiber work.
- Observed debris removal, compaction and CA/6 installation for the demolition project at the street department.
- Reviewed building demo and completed punch list walk through
- Worked with Fehr Graham on 2024 MFT, lead service project plan, lead service inventory. Part of that was helping with paperwork for IEPA and kickstart meeting for headworks project. Headworks project should start late 2025 or early 2026.
- Requested information from Willett & Hofmann on utility bills in order to complete lead service project plan
- Worked with Ogle County GIS in order to get lead line information on ArcGIS system
- Helped identify IEPA lead lines for IEPA lead line inventory





Submitted by Deputy Chief Matthew Kalnins: Police Department:

- On 03-07-2024 Deputy Chief Kalnins participated in Read Across America by reading a story to the Elementary and Jr. High students of the Chana Education Center. Joining him were members of the Oregon Fire Dept.



- Please keep in mind Spring is right around the corner. We will all be needing to mow our lawns before we know it. Remember grass/weeds are not to be taller than 6 inches in height and will need to be mowed or cut.

Please don't let your lawn look like this when it gets warmer.



- One complaint we get each year is people blowing grass clippings into the street as they mow their lawn. Per city ordinance you are not allowed to deposit anything into the street, including grass clippings. Even if you mean to go back with a blower to blow them back into your yard, you can not do this. This also creates a safety issue for motorcycles and bicyclists. This also clogs the street drains making it harder for our Public Works Dept to clean the streets.



- With the weather getting nice out, people always have questions about the burning ordinance in Oregon. The following are for Unlawful burning and Recreational Fires.
 - **12.08.010 Unlawful Burning**
 - Only dry branches, leaves and grass clippings can be burned in the city limits. Branches shall not exceed 1 1/2 inches in diameter. No burning shall commence prior to 10:00 a.m. nor shall it be allowed later than sunset. All non-recreational fires must be extinguished by sunset. Smoldering is not allowed at any time. Burning permitted no earlier than March 1 and shall end no later than November 30 of each year. No burning shall take

place on any right-of-way, street, or alley in the city limits. All fires and burning shall be supervised and attended at all times by an adult. No yard waste shall be transported into the city limits from outside of the city.

- (Code 1970, § 7-2-8; Code 1987, § 5-22; Ord. No. 1161, 4-9-2001)

12.08.020 Recreational Fires

Definitions: The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this paragraph, except where the context clearly indicates a different meaning:

RECREATIONAL FIRE: The noncommercial burning of materials for pleasure, religious, ceremonial, cooking, or similar purposes in which the total fuel area is not exceeding three feet in diameter and three feet in height. Materials should be of seasoned wood and may not include rubbish, leaves, grass or other substances that will give off substantial smoke or obnoxious odors. Such shall not be used for the disposal of rubbish, trash or other combustible waste material. A recreational fire shall be constantly attended by a competent person with a garden hose or other fire extinguishing equipment readily available for use until such fire has been extinguished. The fire chief, or a member of the city police department, or designee, may order a recreational fire be extinguished if such does not conform to proper regulations or such that the fumes are obnoxious or the fire and/or smoke pose a health and/or safety hazard to the public.

- Recreational fires shall not be located closer than five feet from any combustible structure or item.
 - Recreational fires shall be contained within a metal or brick fire ring, commercially produced fire pit, or within the ground, no less than 12 inches deep.
 - The pile of material to be burned in a recreational fire must be no greater than three feet in diameter and three feet in height.
 - The ground around the material to be burned shall be cleared of all combustible material to prevent the fire from spreading.
 - The fire shall not be near tall grass or tree lines.
 - You may not burn if winds are greater than 12 miles per hour or if there is an air pollution episode.
 - Fire-extinguishing equipment, including sufficient water, must be readily available on the site.
 - A fire supervisor must be within direct view of the fire at all times.
 - Any person convicted of violating this section shall be fined not less than \$25.00.
 - (Code 1987, § 5-24; Ord. No. 2012-103, 5-22-2012)
- **If you have questions about any ordinance in the City of Oregon or you just aren't sure about something, please contact the Oregon Police Department at 815-732-2803 or at the 24 hour number of 815-732-2162.**