



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 May 14th, 2024, 5:30 P.M.
115 N 3rd Street**

Public Option: Join Meeting via Zoom

Meeting ID: 861 8430 5996

Passcode: 503874

**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 to Award the Bid of \$107,174.00 to O'Brien Civil Works, Inc. for the Downtown Streetscape Project – along Washington Street between 4th Street and 5th Street**
 - b. Approve Resolution 2024-04 Protecting the 1% Grocery Tax**
 - c. Approve Ordinance 2024-005 Authorizing the City of Oregon to Join the Illinois Public Works Mutual Aid Network IIPWMAN**
 - d. Approve Ordinance 2024-004 Authorizing the City of Oregon to Purchase Real Estate – Abandoned BNSF Railway – 400 Blk South 1st Street**

The City of Oregon, in compliance with the Americans with Disabilities Act, requests that persons with disabilities, who require certain accommodations to allow them to observe and/or participate in the meeting(s) or have questions about the accessibility of the meeting(s) or facilities, contact the City Manager Darin DeHaan at 815-732-6321 at least 24 hours before a scheduled meeting to allow the City to make reasonable accommodations for these persons.

9. PROCLAMATIONS, COMMENDATIONS, ETC

10. DISCUSSION ITEMS

- a. Capital Improvement Plan
- b. Funding Level for Continuation of Mural Grant Program

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 may be 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 April 23rd, 2024, 5:30 P.M.
City Hall Council Chambers
115 N 3rd Street

The Council of the City of Oregon met Tuesday April 23rd, 2024, at 5:30 P.M.

The meeting was held at the City Hall Council Chambers and on Zoom.

Present: Mayor Ken Williams
Council Member Tim Krug
Council Member Terry Schuster
Council Member Kurt Wilson
City Manager Darin DeHaan
City Attorney Paul Chadwick
Deputy Chief of Police Matt Kalnins
City Clerk Cheryl Hilton
Absent: Council Member Melanie Cozzi
Also Present: Bill Covell and Charlene Coulombe.
Present via Zoom: Lynn Baylor-Zies and Alexa Zoellner.

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

Mayor Ken Williams started the pledge of allegiance.

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

Proclamations, Commendations, Etc.

Mayor Ken Williams proclaimed the month of May 2024 as Motorcycle Awareness month.

City Manager Darin DeHaan introduced Charlene Coulombe, the Ogle County Economic Development Executive Director to the City Council. Charlene shared information about her experience and background.

Presentation

City Manager Darin DeHaan presented Mayor Ken Williams with a plaque recognizing the City of Oregon as a designated Tree City USA.

Public Comment

None.

Approval of Minutes

Council Member Kurt Wilson moved to approve the April 9th, 2024, minutes, Seconded by Council Member Tim Krug.

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

Approval of Warrants & Payroll

Council Member Tim Krug moved to approve payroll in the amount of \$59,336.50 and the current warrants as listed:

Ancel Glink, P.C.	\$1,255.00
Carreno Landscaping	\$1,050.00
Caspers Home Inspection LLC	\$1,500.00
Chicago WGN	\$7,500.00
City of Oregon	\$5,000.00
City of Oregon	\$11,777.81
Comcast	\$847.19
ComEd	\$248.91
ComEd	\$609.67
Constellation	\$5,418.05
Eastern Illinois University	\$70.00
Fehr Graham	\$1,240.00
Fehr Graham	\$41,000.00
Helm Civil	\$39,420.00
I Fiber	\$165.00
ICMA Membership Renewals	\$585.00
Illinois Association of Chiefs of Police	\$121.00
Illinois Department of Agriculture	\$120.00
Ken Williams	\$50.00
LAI, LLC	\$35,986.28
Menards	\$312.64
Northern Illinois University	\$11,500.00
Physicians Immediate Care	\$105.00
Plum Electric, Inc	\$180.00
Polo Cooperative Association	\$5,604.58
Postmaster	\$732.46
Ray O'Herron Co, Inc	\$127.06
Region 1 Planning Council	\$3,871.25
Steve Benesh & Sons	\$7,320.00
Stillman BancCorp	\$2,036.03
Sun life Financial	\$401.08
Terry Schuster	\$25.00
The Police and Sheriffs Press	\$17.60
Tonya Hardy	\$600.00
Trestle Holdings, LLC	\$2,840.62
Verizon	\$528.67
Visa	\$827.53
Visa	\$3,289.37
Waste Water Management of Northern Illinois	\$15,840.00
White Pines Mercantile LLC	\$1,609.79
Wipfli	\$1,500.00
Zions Bank	\$7,033.50
Zions Bank	\$19,010.00
Zoro Tools, Inc	\$879.89
	\$240,155.98

Seconded by Council Member Terry Schuster.

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

Business Items

Council Member Kurt Wilson moved to approve the Comprehensive Plan, Seconded by Council Member Tim Krug.

Discussion: City Manager Darin DeHaan said Council Member Melanie Cozzi emailed suggestions to him that included changes to how items were prioritized, the addition of photos, and formatting changes. Mayor Ken Williams said he agreed with the suggestions from Council Member Cozzi.

Mayor Ken Williams moved to approve the Comprehensive Plan with the suggested changes, Seconded by Council Member Terry Schuster.

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

Council Member Kurt Wilson moved to approve the Comprehensive Plan, Seconded by Council Member Tim Krug.

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

Council Member Tim Krug moved to approve the Job Description for the Public Works Department - Laborer, Seconded by Council Member Kurt Wilson.

Discussion: City Manager Darin DeHaan said GovHR is completing an update to city job descriptions. The laborer position was the first one to be updated.

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

Discussion Items

None.

Committee Reports

Finance: Transfers for the end of the fiscal year are less than last year.

Sustainability: On April 22nd, a Stakeholders Meeting was held with about twenty business and citizen representatives in attendance.

Tree Board: The Arbor Day tree planting scheduled for April 26th is going to be rescheduled to a later date.

Department Reports

Public Works: City Manager Darin DeHaan said the department is currently working on a tree limb that took out a transformer on the north end of town. The department is working on refreshing street signs and cleaning catch basins.

City Attorney Paul Chadwick: He is working on a revised purchase agreement for the abandoned BNSF railway line at the street garage. He said the city can move forward with creating an ordinance to purchase the property.

City Manager Darin DeHaan: He has been working with the Oregon School District on the Walk & Roll to school event. The event will be held on May 8th. The City is sponsoring trophies for the event.

Council Reports

Council Member Terry Schuster: He stated there is a small group of individuals focusing on bicycling and bicycle culture within the community. He said people need places to walk and bike safely. They would also like to add more bicycle racks.

Mayor Ken Williams: Thanked everyone for all the work put into the Comprehensive Plan. He also said there are two spring incentives that the city is working on, one for tourism and one for affordable housing. He reminded everyone to turn in their statements of economic interest forms.

Council Member Terry Schuster moved to go into Executive Session to discuss employment of specific employees at 6:01 pm, Seconded by Council Member Tim Krug.

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

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

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

Adjourn: 6:25 P.M.

Ken Williams, Mayor

Attest: _____
Cheryl Hilton, City Clerk

May 14, 2024

Payroll in amount \$59,063.08

Advanced Automation & Controls	\$1,320.00
Anthem Excavation & Demolition, Inc	\$96,000.00
Blue Cross Blue Shield	\$16,673.50
Butitta Bros Automotive - Oregon	\$1,068.09
Cintas	\$111.24
City of Oregon	\$12,962.00
Coliseum Museum Art, Antiques & Americana	\$6,848.40
Comcast	\$248.57
Comcast	\$797.12
Conserv FS	\$434.90
Constellation	\$1,236.36
Ecolab	\$157.04
Ehmen	\$390.75
eLineup LLC	\$600.00
Envision Healthcare	\$193.00
Euclid Managers	\$1,632.02
Fidelity Security Life Insurance	\$159.36
Fischer's	\$246.09
Frontier	\$90.74
Frontier	\$117.58
Galls LLC	\$135.99
Hach Company	\$1,998.57
Hometown Auto Repair, LLC	\$96.92
Illinois EPA	\$13,033.06
James Taylor	\$320.00
Jordan Plock	\$69.98
Kunes Country Auto Group	\$86.86
Liz Hiemstra	\$571.43
Liz Hiemstra	\$571.43
Martin and Company	\$24,960.00
MCS	\$145.00
Maxon's	\$2,535.72
Menards	\$55.70
MGT of America Consulting	\$1,400.00
NAPA	\$490.27
Nicor	\$274.23
Old National Bank	\$1,925.60
Oregon Park District	\$1,000.00
Oregon SuperValu	\$19.99
Quill	\$201.12
Quill	\$310.49
Region 1 Planning Council	\$2,018.75
Region 1 Planning Council	\$2,500.00
Republic Services #721	\$68.00
Republic Services #721	\$20,191.03

Rush Power Systems	\$2,086.92
Scott Wallace	\$68.26
Snyders	\$205.01
Standard Equipment Co	\$3,210.06
Subway	\$169.80
SundogIT	\$3,923.89
The Police and Sheriffs Press	\$141.10
Visa	\$653.65
Water Solutions Unlimited	\$2,520.00
Willett Hofmann & Assoc	\$474.00
Wipfli	\$1,000.00
Zoro Tools, Inc	\$289.94
	\$231,009.53

_____ City Manager

May 07, 2024

Mr. Darin DeHaan
City Manager
City of Oregon
115 North 3rd Street
Oregon, IL 61061

**Re: Washington Street
Letter of Recommendation**

Dear Mr. DeHaan,

In compliance with the Notice To Bidders for the above-referenced project, proposal packages were available through QuestCDN.com and our office with proposals due by 10:00 a.m. today. Four companies held proposal packages, three of which were identified as prime bidders and one complete proposal was received for the opening.

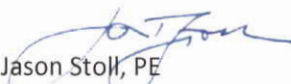
Our office has completed a review of the proposal and the result is shown in the table below. A complete bid tabulation is attached.

	ENGINEER'S ESTIMATE	O'BRIEN CIVIL WORKS, INC.
	\$143,065.00	\$107,174.00
% Below Engineer's Estimate		25.09%

Based on the proposals received, Fehr Graham recommends award of the Washington Street project in the City of Oregon to **O'Brien Civil Works, Inc., 2963 W. Mud Creek Road, Mt. Morris, IL 61054** for **\$107,174.00**.

Fehr Graham can proceed with preparing the contract documents should you decide to move forward with this work. Thank you for the opportunity to provide you with professional services. Should you need anything further, please contact our office anytime.

Sincerely,


Jason Stoll, PE
Principal

JTS/bm

Attachment

O:\Oregon, City of\24-386 - 2024 Streetscape\PA Final\24-386 Oregon 2024 Stscape 2024-05-07 Ltr of Rec.docx



Tabulation of Bids



Local Public Agency	County	Section Number	Letting Date
City of Oregon	Ogle		05/07/24

Approved Engineer's Estimate	Attended By (IDOT Representative(s))
\$143,065.00	

Bidder's Name	O'Brien Civil Works, Inc.		
Bidder's Address	2963 W. Mud Creek Rd.		
City, State, Zip	Mt. Morris, IL 61054		
Proposal Guarantee	Bid Bond		
Terms	5%		

Approved Engineer's Estimate

Item No.	Item	Delivery	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
20201200	REM & DISP UNS MATL		CU YD	23.00	\$300.0000	\$6,900.00	\$45.0000	\$1,035.00		\$0.00		\$0.00
28000500	INLET & PIPE PROTECT		EACH	2.00	\$500.0000	\$1,000.00	\$300.0000	\$600.00		\$0.00		\$0.00
35101400	AGG BASE CSE B		TON	260.00	\$40.0000	\$10,400.00	\$20.0000	\$5,200.00		\$0.00		\$0.00
42400200	PC CONC SIDEWALK 5		SQ FT	2772.00	\$15.0000	\$41,580.00	\$12.0000	\$33,264.00		\$0.00		\$0.00
60300350	MAN FRAMES ADJUST		EACH	1.00	\$1,500.0000	\$1,500.00	\$900.0000	\$900.00		\$0.00		\$0.00
60605000	COMB CC&G TB6.24		FOOT	255.00	\$60.0000	\$15,300.00	\$64.0000	\$16,320.00		\$0.00		\$0.00
73100100	TELESCOPING STL SGN S		EACH	2.00	\$750.0000	\$1,500.00	\$600.0000	\$1,200.00		\$0.00		\$0.00
X1700067	STAMP COL PCC SDWLK 5		SQ FT	515.00	\$25.0000	\$12,875.00	\$18.0000	\$9,270.00		\$0.00		\$0.00
X2020410	EARTH EXCAVATION (SPL)		SQ YD	147.00	\$30.0000	\$4,410.00	\$95.0000	\$13,965.00		\$0.00		\$0.00
X4420035	PAVEMENT PATCHING (SP		SQ YD	44.00	\$150.0000	\$6,600.00	\$80.0000	\$3,520.00		\$0.00		\$0.00
X5620120	INSTL WATER SRVC COMP		EACH	1.00	\$10,000.0000	\$10,000.00	\$15,000.0000	\$15,000.00		\$0.00		\$0.00
X5620122	WATER SRVC REMOVAL		EACH	2.00	\$2,500.0000	\$5,000.00	\$750.0000	\$1,500.00		\$0.00		\$0.00
X7010216	TRAF CONT & PROT (SPC)		L SUM	1.00	\$25,000.0000	\$25,000.00	\$5,000.0000	\$5,000.00		\$0.00		\$0.00
X7800200	PAINT PVT MARK CURB		FOOT	40.00	\$25.0000	\$1,000.00	\$10.0000	\$400.00		\$0.00		\$0.00
Total Bid:							As Read:	\$107,174.00				
							As Calculated:	\$107,174.00	\$0.00			\$0.00
							% Over/Under:	(25.09)%				

RESOLUTION NO. 2024-04

**A RESOLUTION OF THE CITY OF OREGON
PROTECTING THE 1% GROCERY TAX**

WHEREAS, the City of Oregon has the responsibility to provide programs and services to the residents of our community with limited resources available in order to provide for the health, safety and welfare of residents within the City of Oregon; and

WHEREAS, Governor JB Pritzker has proposed the elimination of the 1% tax on grocery items as part of his proposed State Fiscal Year 2025 state budget; and

WHEREAS, the 1% grocery sales tax revenue is dedicated solely to municipalities, not the State of Illinois; and

WHEREAS, the elimination of this tax would result in an approximate loss of \$325 million statewide to municipal governments and specifically an estimated loss of approximately \$148,129.25 to the City of Oregon; and

WHEREAS, at a time of rising pension costs, along with unfunded mandates placed on local units of government by the state, this proposed elimination of revenues would create an undue hardship on the City of Oregon.

NOW, THEREFORE, be it resolved by the Mayor and the City Council of the City of Oregon as follows:

Section 1. The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

Section 2. The City of Oregon urges the Illinois General Assembly and Governor to protect the 1% sales tax on groceries as an important revenue source for municipalities or to reimburse municipal governments for the totality of the lost revenue if it is eliminated, which was done during the temporary suspension of the tax from July 1, 2022, to June 30, 2023.

Section 3. The City Clerk shall forward a copy of this Resolution to the Illinois Municipal League.

ADOPTED and APPROVED by the City Council of the City of Oregon May 14th, 2024.

VOTING: Ayes: Nays: Absent:

Mayor

ATTEST:

City Clerk

Should Illinois Eliminate the State Grocery Tax?

The state of Illinois imposes a “Retailer’s Occupation Tax” (ROT), or sales tax, of 6.25% on general merchandise and 1% on qualifying food, drugs, and medical appliances.¹ The 1% tax is charged on most food items for home consumption, or “food at home” (FAH) and is often referred to as a “grocery tax.” The state grocery tax plays a role in local government finance because a portion of state receipts are passed through to municipalities. Illinois is among 13 states that impose a grocery tax (Figueroa & Legendre, 2020).²

Grocery taxes are a controversial way to raise revenue. Because low-income households spend a much higher share of their income on food than better-off households, the concern is that the grocery tax may be regressive, so that low-income households end up paying more than their “fair share” of taxes. A tax on FAH may also encourage consumer substitution into less nutritious food away from home (FAFH). Because of this, the grocery tax could have an adverse impact on lower-income households’ health.

Under current law, one percentage point of the state’s 6.25% ROT (or 16% of state ROT

Author

Institute of Government and Public Affairs

Elizabeth T. Powers, Interim Associate Director, Institute of Government and Public Affairs, Associate professor in the Department of Economics at the University of Illinois at Urbana-Champaign. An expert on family centered policies, including child care, she has assisted the Illinois Department of Human Services and other policy actors.

collections) is passed through to municipal governments.³ Elimination of the grocery tax would lower ROT revenue by reducing the taxable base of retail sales.⁴ In 2022 Gov. Pritzker and the General Assembly agreed to suspend the grocery tax for state fiscal year (SFY) 2023 (P.A. 102-0700). From July 1, 2022 through June 30, 2023, items formerly subject to the 1% tax rate (with the exception of medicines and drugs) were not subject to the state tax.⁵ It is important to note that the elimination of the grocery tax only eliminates the portion of ROT revenue that is generated by grocery sales. The state still passes through a 1% ROT collected on non-grocery items. This means that the elimination of the grocery tax has a fairly small revenue impact relative to all ROT that is passed through to local governments.

¹ A detailed description of Illinois sales taxes can be found at <https://perma.cc/X3J8-MG4D>.

² The other states with grocery taxes are Arkansas (0.125%), Missouri (1.23%), Virginia (2.5%), Utah (3.0%), Alabama (4.0%), Hawaii (4.0%), Tennessee (4.0%), Oklahoma (4.5%), South Dakota (4.5%), Idaho (6.1%), Kansas (6.5%) and Mississippi (7.0%). Hawaii, Oklahoma, Idaho, and Kansas have a state tax credit to partly offset the cost of the tax for low-income households (Figueroa & Legendre, 2020).

³ For more details on how the state ROT is distributed, see <https://perma.cc/6QG6-7QMG>.

⁴ Items such as alcoholic beverages, soft drinks, and prepared food for immediate consumption would continue to be taxed at the 6.25% rate (see <https://perma.cc/Y7MH-L2F7>).

⁵ Further details on the SFY 2023 suspension are available at <https://perma.cc/U8JV-B8AT>.

The state estimated a revenue reduction of \$360 million due to the elimination of the grocery tax in SFY 2023 (Gourdie, 2024), and local governments were reimbursed for their losses.⁶

The state grocery tax went back into effect on July 1, 2023. In his 2025 budget, Gov. Pritzker seeks to permanently eliminate the tax on July 1, 2024, without offering local governments any

In announcing his proposal, Governor Pritzker argued that

“It’s one more regressive tax we just don’t need. If it reduces inflation for families from 4% to 3%, even if it only puts a few hundred bucks back in families’ pockets, it’s the right thing to do (Inklebarger, 2024).”

compensating revenue stream. This brief argues that the implications of eliminating the grocery tax are not so clear-cut. I consider the extent to which eliminating the

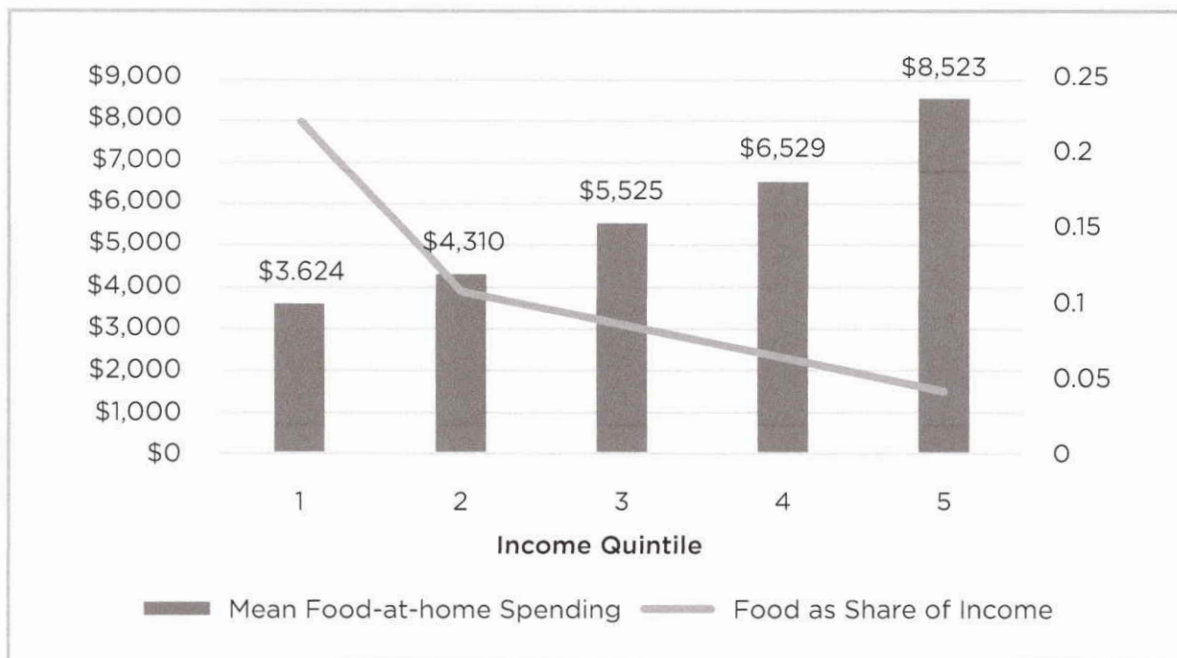
grocery tax would reduce household expenses, reduce tax regressivity, and encourage healthy diets. That analysis is followed by a discussion of the impact on municipal revenue and possible responses.

OVERVIEW OF FISCAL BALANCE

Because the state grocery tax is just 1%, a family would have to spend at least \$30,000 on FAH grocery items to obtain the “few hundred bucks” in savings mentioned by the Governor in the course of one year. **Figure 1** shows that average annual expenditures on FAH for 2022 (the latest available year) in the U.S. ranged from \$3,624 for the lowest-income households to \$8,523 for the highest-income households.⁷ It would take a low-income family over 8 years to accumulate several hundred dollars in tax savings from the elimination of the grocery tax. The state grocery tax liability of higher-income households would go down the most due to their higher FAH spending, but even the highest quintile households would need more than 3 years to accrue several hundred dollars in savings.

Figure 1. Food at Home Expenditures and Food at Home Expenditures as a Share of Household Income

Notes: Data from Bureau of Labor Statistics Table 1101 available at <https://www.bls.gov/cex/tables/calendar-year/mean-item-share-average-standard-error/cu-income-quintiles-before-taxes-2022.pdf>.



⁶It is notable that in FY 2023, SNAP benefits were still enhanced due to COVID. Because SNAP purchases are not subject to tax, the revenue losses from foregoing the tax at that time were lower than they would be now that COVID provisions have expired.

⁷ Arraying households from lowest to highest income, the first quintile selects the 20% of households with the lowest income, the second quintile the next 20% of households by income, and so on. The blue bars correspond to the axis on the left, while the line corresponds to the axis on the right.

IS THE GROCERY TAX REGRESSIVE?

A tax is regressive when the amount paid is higher relative to income for lower than higher income families. **Figure 1** shows that the share of FAH expenditures in income are declining as income rises. Families in the lowest 20% of the income distribution spent 22.2% of their income on FAH in 2022. This share is cut in half at the second quintile (to 11.0%) and is below 5% of after-tax income for the wealthiest families.

Table 1: Mean Income and Food Expenditures by Income Quintile, 2022

Income Quintile Lower Limit	Mean Income	FAH Expenditures ^a	FAH expenditures as a Share of Income
\$0	\$14,191	\$3,624	0.22
\$25,807	\$37,441	\$4,310	0.11
\$50,092	\$65,659	\$5,525	0.09
\$83,696	\$108,730	\$6,529	0.07
\$140,363	\$244,025	\$8,523	0.04

Note: Data from Bureau of Labor Statistics Table 1101 available at <https://www.bls.gov/cex/tables/calendar-year/mean-item-share-average-standard-error/cu-income-quintiles-before-taxes-2022.pdf>.

Viewed in isolation, the spending patterns shown in **Figure 1** and **Table 1** suggest that Illinois' grocery tax is inherently regressive. But the important issue is not whether FAH expenditures are regressive but whether grocery tax payments are. The major means-tested federal nutrition program, the Supplemental Nutrition Assistance Program (SNAP), supports low income households' FAH purchases. Because SNAP-funded purchases are not subject to tax, SNAP is a key determinant of who bears the grocery tax. As a means-tested program, SNAP benefits are distributed disproportionately to lower income households, relieving many of them of the grocery tax burden. Therefore, to assess regressivity of the grocery tax, we must consider how much of FAH is financed by SNAP.

Table 2 presents details of the calculations to determine after-SNAP regressivity of the grocery tax. Information on the distribution of SNAP benefits (the amount of FAH not subject to grocery tax) by income quintile is available for the entire U.S. for 2014 and is shown in column

2 of **Table 2**.⁹ Column 3 repeats average FAH spending from Table 1 for convenience. The SNAP benefit shares to each quintile in column 2 are multiplied by total SNAP spending in Illinois for 2022 and divided by one-quarter of the number of households in Illinois to arrive at average SNAP-funded FAH purchases by quintile (column 4). Average taxable FAH spending is equal to average FAH spending less average SNAP-funded FAH purchases (column 5). Applying the grocery tax rate of 1% to taxable FAH spending yields the average amount of grocery tax paid in a year (column 6). The final column presents the average grocery tax divided by average income in each quintile.

Accounting for SNAP payments reduces the incidence of the grocery tax on the bottom quintile to 0.01%. The incidences are higher for the other quintiles, so the tax is not regressive with respect to the bottom of the income distribution (lowest quintile). However, the tax is regressive from the point of view of quintiles 2 and 3, because the income share declines from

⁹ *Consumer Expenditures in 2022*. BLS Report 1107. Shane Meyers, Geoffrey D. Paulin, & Kristen Thiel. December 2023. <https://perma.cc/3DFF-Q6WJ>.

⁹ This information from the Congressional Budget Office is reported in Reeves & Pulliam (2018). I assume that the U.S. and Illinois distributions of SNAP benefits over quintiles are similar, and that these distributions have not changed much in the past decade.

quintiles 2 and 3 through quintile 5. Therefore, accounting for SNAP considerably reduces, but does not eliminate, grocery tax regressivity.^{10,11}

Table 2: Incidence of the Grocery Tax After SNAP Benefits

Quintile of Income	Share of SNAP Payments	Average FAH Expenditures	Average FAH Purchased with SNAP	Taxable FAH Spending	Average Grocery Tax	Tax as Share of Income
1	63.2	\$3,624	\$3,459.92	\$164.08	\$1.64	0.01%
2	24.6	\$4,310	\$1,346.74	\$2,963.26	\$29.63	0.08%
3	7.4	\$5,525	\$405.12	\$5,119.88	\$51.20	0.08%
4	1.1	\$6,529	\$60.22	\$6,468.78	\$64.69	0.06%
5	0	\$8,523	\$ -	\$8,523.00	\$85.23	0.04%

Notes: Data from Bureau of Labor Statistics Table 1101 available at <https://www.bls.gov/cex/tables/calendar-year/mean-item-share-average-standard-error/cu-income-quintiles-before-taxes-2022.pdf>. The distribution of SNAP benefits is from the Congressional Budget Office as reported in Reeves and Pulliam (2018).

WOULD ELIMINATING THE GROCERY TAX IMPROVE NUTRITION?

Foods subject to the 1% grocery tax are generally more nutritious than other items in grocery stores (like soft drinks and candy) subject to the 6.25% rate as well as FAFH. By lowering the relative cost of healthy foods, eliminating the grocery tax may tilt consumption away from restaurant and junk food.

A USDA study provides evidence on this point (Dong & Stewart, 2021). The findings confirm that, consistent with the exemption of SNAP purchases from taxation, grocery taxes do not seem to impact the balance between FAH and FAFH consumption of SNAP-receiving households. Households with similar but somewhat higher incomes than SNAP recipients were found to increase their FAH spending very modestly when grocery taxes were lower. These findings reinforce the conclusion that benefits of eliminating the grocery tax are concentrated on households that are low, but not lowest, income.

IMPLICATIONS OF REMOVING THE GROCERY TAX FOR MUNICIPAL BUDGETS

“If [municipalities] want to impose a grocery tax on their local residents, they should be able to go do that,” [Governor Pritzker] said. “I don’t think it’s the right thing to do, I wouldn’t do it locally. Having said that, I understand the need for the dollar, and if they feel like they need them they should think about imposing that tax on their own (Vinicky, 2024).”

In FY 2022, the state collected \$14.7B in total from the ROT applied to all taxable products (Mendoza, 2022). Of this amount, \$2.35B (16%), passed through to municipal governments. As noted, the state reported that the grocery tax suspension of 2022 reduced state payments to municipalities by \$360 million (Gourdie, 2024).¹²

¹⁰ The regressivity analysis relies on quintile averages. Within each quintile, there is a range of grocery tax payments, so not every household pays the same average grocery tax. For example, there are individual households in the first quintile who do not receive SNAP, and so pay a higher-than-quintile-average grocery tax.

¹¹ Illinois has extremely high SNAP participation eligible households. Between 95% and 100% of eligible individuals participated in SNAP in Illinois in 2018, including 92% of eligible workers (see <https://perma.cc/3DFF-Q6WJ>). This implies that the incidence of the grocery tax could not be changed much through further efforts to recruit households to SNAP.

¹² The base of the state grocery tax would be larger in SFY 2025 under the grocery tax because SNAP enhancements expired in March 2023. Therefore the loss from suspending the tax in SFY 2025 is likely higher than \$360 million.

For municipalities, passing their own grocery tax is not a light lift. For one, politics may be a hindrance. Will the typical taxpayer understand that the 1% restoration of the grocery tax by a municipality is not a “new” tax? Many municipalities already impose sales taxes; an existing municipality grocery sales tax could be perceived as high to begin with, and taxpayers may frame an additional 1% tax increment as excessive in that context, even though it simply replaces the lost state tax.

The goal of ending the state grocery tax on July 1, 2024 does not appear to leave municipalities time to pass a “replacement” local sales tax until some of the next fiscal year has passed. Home-rule municipalities can levy a new sales tax rate as an ordinance, but this had to be accomplished by April 1, 2024 if a local grocery tax was to take effect on July 1, 2024. Non-home rule municipalities would need to mount a voter referendum by May 1, 2024 for a July 1, 2024 start (Illinois Municipal League, 2021). An ordinance or referendum result by October 1, 2024 would put the new municipal sales tax into effect mid-fiscal year. That means that if the state did repeal the grocery tax by July 1, 2024, even local governments moving expeditiously to institute a local grocery tax would lose half of SFY 2025’s potential revenue. Exactly how this plays out will depend on when (and whether) the state passes a law to repeal the grocery tax.

If the state chooses to eliminate the grocery tax without providing any compensating funds, and if municipalities are reluctant to impose an additional 1% grocery tax locally, they will need to turn to other sources of revenue or reduce expenditures. One possibility is to further raise the sales taxes on regular retail items to make up for the elimination of groceries from the sales tax base. However, because lower-income households buy other retail goods that cannot be purchased with SNAP benefits, and expenditures on these goods are comparatively high, this option is more regressive than the grocery tax. Property taxes—municipal governments’ other major option for raising revenue—are widely regarded as regressive (Institute on Taxation and Economic Policy, 2024). The state argues that by increasing pass-throughs from state income taxes to municipalities, it has already begun to ameliorate

the impact of the grocery tax elimination. Since the Illinois income tax is modestly progressive, this may be a good solution. However, the SFY 2025 budget does not include an increase in state allocations of the income tax to municipalities to make up for the loss of state grocery tax revenue.

CONCLUSION

Grocery taxes are controversial. While not as regressive as is often portrayed because SNAP receipt exempts most of the FAH purchases of the lowest-income households from the tax, the grocery tax is regressive from the point of view of households in the lower-middle and middle of the income distribution. There is also some evidence that lower-income households not on SNAP shift their food consumption a little from FAFH into FAH when grocery taxes fall. Overall, this suggests that there are some benefits to eliminating the grocery tax for low and middle income households. However, given realistic levels of FAH expenditures, Illinois’ low grocery tax rate, and very small effects of taxing groceries on food consumption, the impact of Illinois’ grocery tax on any group of households is likely to be quite small.

While the savings to an individual household of lifting the grocery tax is very modest, the loss of tax revenue to municipalities is consequential, and the timetable caused by eliminating the tax on July 1, 2024 may lead to delays in implementing a local replacement. If municipalities do not cut spending, state increases in the amount of income tax that is passed on to municipalities may make up for lost revenue without increasing reliance on regressive taxes.

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Publisher's Note

Any opinions expressed herein are those of the authors and not necessarily those of the Institute of Government and Public Affairs, the author's employers, or the University of Illinois System.

Photographs

Mast - Chicago cityscape - Elena Sivitskaia, stock.adobe.com, Illinois State Capitol Dome - Frame from video at <https://www.youtube.com/watch?v=F2wPy7DfXfQ>, Capitol Dome at Dusk - Frame from Adobe Stock video file 187821651, by VIA Films

ORDINANCE NO. 2024 - 005

**AN ORDINANCE AUTHORIZING EXECUTION OF THE ILLINOIS PUBLIC WORKS
MUTUAL AID NETWORK AGREEMENT (IPWMAN)**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the Mayor and the City Council of the City of Oregon have determined that it is in the best interests of the City of Oregon and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster. The principal objective of the public works mutual aid assistance being the response to and recovery from any emergency or disaster and the return of the community to as near normal as quickly as possible.

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

Section 1. That the City Manager is hereby authorized to execute an Agreement for participation in the Illinois Public Works Mutual Aid Network (IPWMAN), a copy of said Agreement being attached hereto and being made a part hereof.

Adopted and Approved this 14th, day of May 2024, by roll call vote as follow:

VOTING: Ayes: Nays: Absent:

Presiding Officer:

Attest:

Ken Williams, Mayor, City of Oregon

Cheryl Hilton, City Clerk, City of Oregon

Illinois Public Works Mutual Aid Network Agreement

This Public Works Agreement (hereinafter "Agreement") is entered into by the City of Oregon which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter "Act") authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. "*BOARD MEMBER*" is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and

Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. "*PARTY*" means an agency which has adopted and executed this Agreement.

L. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID.* Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT.* The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES.* All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES.* All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP.* To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a Party hereto or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering aid. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

SECTION XVII: ADDITIONAL PARTIES

Additional agencies may become Parties to this Agreement, provided that such agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this _____ day of _____, 20__.

For the Agency

By: _____

Attest: _____

APPROVED (as to form):

By: _____

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____, 20__.

By: _____

Mark Runyon
President of IPWMAN Board of Directors

Attest: _____

Joe Cronin
IPWMAN Secretary

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010

ORDINANCE NO. 2024-004

AN ORDINANCE AUTHORIZING THE CITY OF OREGON
TO PURCHASE REAL ESTATE PURSUANT TO 65 ILCS 5/11-76.1-1

WHEREAS, the City of Oregon, County of Ogle, State of Illinois (the "City") has the authority pursuant to 65 ILCS 5/11-76.1-1 to purchase real estate for public purposes; and

WHEREAS, the City has deemed it necessary and in the best interests of the City to purchase the following parcel of real estate for public purposes:

Part of the North Half of the Southwest Fractional Quarter of Section 3, Township 23 North, Range 10 East of the Fourth Principal Meridian, described as follows: Commencing at a point in the South Line of Outlet C in Hill's First Addition to the Town, now City of Oregon, as recorded in Book A of Miscellaneous Records page 26, said point being South 89 degrees 04 minutes 34 seconds East (assumed bearing), a distance of 388.55 feet from the East line of Second Street in said City; thence North 01 degrees 04 minutes 57 seconds East, a distance of 64.00 feet to a point on a line 9.50 feet North and parallel with the North line of said Outlet C; thence South 89 degrees 04 minutes 34 seconds East on and along last named line, a distance of 48.71 feet to the Easterly right of way line of the railroad switch track as now laid out over and across said Outlet C and to the Point of Beginning; thence northwesterly along said Easterly line of said railroad switch track, curving to the right, said having a chord bearing North 14 degrees 02 minutes 39 seconds West and a chord distance of 343.70 feet to the South line of Block 41 of the Original Town of Florence (now City of Oregon) as recorded in Book F of Plats page 21; thence North 89 degrees 04 minutes 55 seconds West on and along last named line and the Westerly extension of said line, a distance of 41.36 feet to the Westerly right of way line of said railroad switch track; thence Southeasterly along said Westerly line of said railroad switch track curving to the left, said curve having a chord bearing of South 13 degrees 54 minutes 12 seconds East and a chord distance of 343.47 feet to a point on said line 9.50 feet North of and parallel to said North line of Outlet C; thence South 89 degrees 04 minutes 43 seconds East on and along last named line, a distance of 42.24 feet to the Point of Beginning, containing 0.32 acres, more or less; AND

Part of Outlet D in Hill's Addition to the Town of Florence, now City of Oregon, in Ogle County, Illinois, according to the Subdivision of said Outlot D made by Frederick G. Jones, April 9, 1883 and recorded in the Recorder's Office of Ogle County, Illinois, in Book A of Plats, page 223, described as follows: Beginning at the Southeast corner of Lot 8 of said Hill's Addition; thence Northwesterly on and along the East lines of Lots 8, 4, 3 and 2 in said Hill's Addition, a curved path to the left with a radius of 2235.13 feet, an arc length of 303.83 feet, a chord direction of North 20 degrees 12 minutes 36 seconds West (assumed bearing) and a chord

distance of 303.91 feet; thence North 23 degrees 38 minutes 48 seconds West on and along the East lines of Lot 2 and 1 in said Hill's Addition, a distance of 124.19 feet to the South line of Adams Street; thence South 89 degrees 04 minutes 34 seconds East on and along last named line, a distance of 43.98 feet to the Northwest corner of Lot 10 of said Hill's Addition; thence South 23 degrees 38 minutes 48 seconds East on and along the West line of said Lot 10, a distance of 105.91 feet; thence Southeasterly on the West line of said Lot 10 and Lot 9 of Said Hill's Addition, a curved path to the right with a radius of 2275.13 feet, an arc length of 321.67 feet, a chord direction of South 20 degrees 03 minutes 00 seconds East and a chord distance of 321.40 feet to the North line of Clay Street; thence north 89 degrees 04 minutes 02 seconds West on and along last named line, a distance of 41.85 feet to the Point of Beginning, containing 0.39 acres, more or less.

All having a PIN of 16-03-500-002; Said parcel is referred to herein as the "Real Estate"; and

WHEREAS, the City has sufficient funds on hand to pay the \$5,000.00 purchase price, as well as the \$2,500.00 processing fee and other pertinent closing costs to complete the purchase of the Real Estate and that said expenditure of funds will not unduly burden the City.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF OREGON, OGLE COUNTY, ILLINOIS, AS FOLLOWS:

Section 1. Incorporation of Preambles. The Council hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Determination to Purchase Real Estate. It is necessary and in the best interests of the City of Oregon to purchase the Real Estate for the sum of \$5,000.00, plus the Processing Fee of \$2,500.00 and any and all necessary closing costs (collectively, the "Purchase Price") and to pay the Purchase Price thereof from funds presently on deposit in the General Fund, and Commissioner Schuster, as Commissioner of Budget and Finance, is hereby authorized by the City Council to sign a contract and any addenda consistent with said terms, and any documents already signed by Commissioner Schuster toward the purchase of the Real Estate consistent with said terms are hereby ratified.

Section 3. Publication. This Ordinance, together with a notice in the statutory form, shall be published in the Dixon Telegraph, the same being a newspaper of general circulation in the City, and if no petition, signed by 227 electors, the same being equal to 10% of the number of registered voters in the City, asking that the purchase of the Real Estate by the City be submitted to referendum, is filed with the City Clerk within thirty (30) days after the date of the publication of this Ordinance and said notice, then the City shall proceed to purchase the Real Estate

Section 4. Additional Ordinances. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the City may adopt additional ordinances or proceedings supplementing or amending this Ordinance, so long as the purchase price of the Real Estate set forth in this Ordinance is not exceeded and there is no material change in the transaction described herein.

APPROVED AND ADOPTED by the City Council of the City of Oregon this ____ day of _____, 2024 pursuant to roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

APPROVED this _____ day of _____, 2024.

Ken Williams, Mayor

ATTEST:

Cheryl Hilton, City Clerk



Our Mission: To foster an environment of economic growth and opportunity through effective partnerships with our citizens, businesses, and visitors while maintaining a high standard for quality of life in a progressive community which embraces its heritage.

CITY OF OREGON

115 N. 3rd 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: May 14, 2024

I am pleased to provide Mayor Williams and the Oregon City Council with the following synopsis of City Business for – Apr 20, 2024 – May 10, 2024

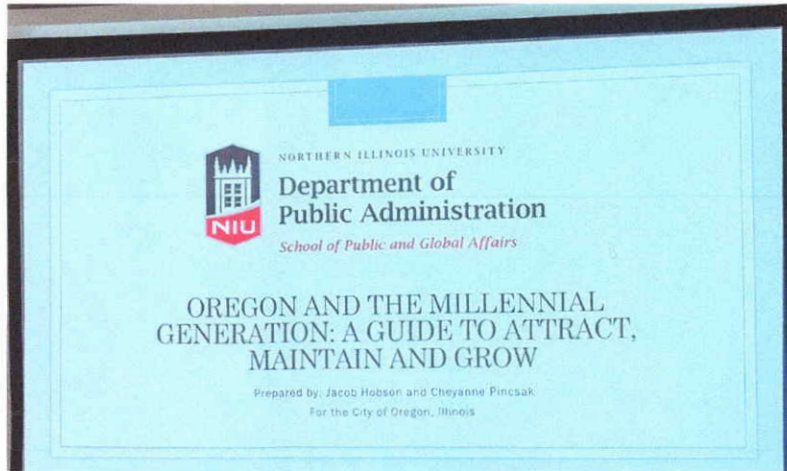
Submitted by Darin DeHaan - City Manager:

- Huge thank you to the residents, business owners, and organization representatives who joined us yesterday as part of our public engagement to review the vision and goals of our future Sustainability Plan. Our sustainability committee is working with Lauren Kleve with @r1planning [Region 1 Planning Council](https://www.r1planning.com) to develop the plan. "I encourage you to check out the project website and share any comments or questions. This plan will tie into our Comprehensive Plan as well. Earth Day turned out to be a very productive day"
<https://engager1.mysocialpinpoint.com/city-oregon>



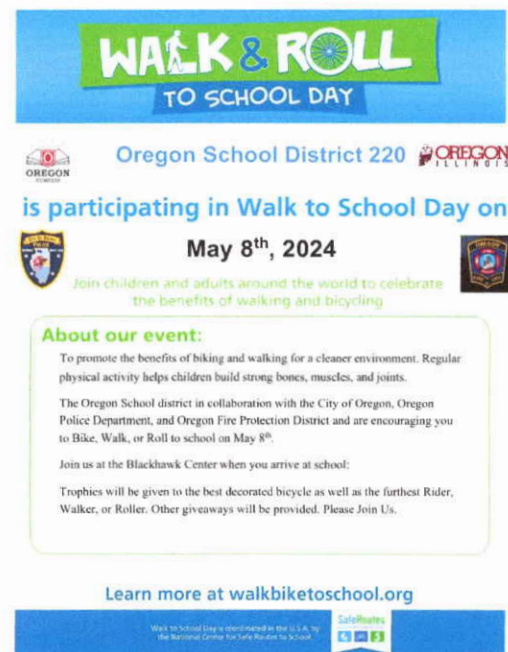
*Photo Cred: Tim Benedict

- City Council Member Terry Schuster and City Manager Darin DeHaan were given a great opportunity to visit NIU's Naperville Campus this morning to observe graduate students Jacob Hobson and Cheyanne Pincsak present their Capstone Project to the panel of the Department of Public Administration. Titled: Oregon and the Millennial Generation: A guide to attract, maintain, and grow. "Great work by two outstanding young people! We continue to work on ideas on how to spur the housing market in Oregon, and we enjoyed hearing Jacob and Cheyanne's analysis."




- I attended the 1st in a series of webinars discussing the Future of Natural Gas put on by the Illinois Commerce Commission.
- Attended a webinar on Rural Vitality in Northern and Central Illinois put on by the University of Illinois Extension Office featuring Dr. Mark C. White
- Bill, Jordan and I had a great discussion with IDOT on some possible upcoming projects. More information will be provided soon.

- Worked with Tyler Hagemann for this year's downtown beautification plan. I'm excited to see all of the flowers and plants coming to life again this year. Tyler always makes our community so vibrant.
 - I had several meetings for various economic development projects as well as meeting with some potential new business owners considering Oregon as their home.
 - Huge thank you to Scott Wallace, our Wastewater Operator for providing an informative tour of the treatment plant and we continue to work through the upcoming Headworks project.
 - I attended the Northern Council of Government meeting in Rockford. Current areas of focus are the Impact of the Grocery Tax Elimination, Waste-to-Energy programs, and the creation of a NorthCOG Policy Platform * attached* for areas of interest for all of our communities.
 - Liz Vos and I are still working to create a newsletter which citizens will be able to sign up for via our website. (Work in Progress)
 - I attended a session Rebuild Downtown and Main Streets/RISE Grants
 - Cheryl and I met with our insurance broker and will begin the process of our health insurance renewals.
-
- We launched the Walk, Ride and Roll social media campaign with the School, Police, and Fire Depts. I look forward to hearing about the event's success. May 8th. Thank you to everyone helping to coordinate this.



WALK & ROLL TO SCHOOL DAY

Oregon School District 220  **OREGON ILLINOIS**

is participating in Walk to School Day on

May 8th, 2024

Join children and adults around the world to celebrate the benefits of walking and bicycling

About our event:

To promote the benefits of biking and walking for a cleaner environment. Regular physical activity helps children build strong bones, muscles, and joints.


The Oregon School district in collaboration with the City of Oregon, Oregon Police Department, and Oregon Fire Protection District and are encouraging you to Bike, Walk, or Roll to school on May 8th.

Join us at the Blackhawk Center when you arrive at school:

Trophies will be given to the best decorated bicycle as well as the furthest Rider, Walker, or Roller. Other giveaways will be provided. Please Join Us.

Learn more at walkbiketoschool.org

Walk to School Day is sponsored by the U.S.A. by The National Center for Safe Routes to School

Safe Routes 

City Hall - Cheryl Hilton - City Clerk:

- Recycling total collected for the month of April was 48,000 lbs.
- City Wide Garage Sales are being held May 24th, 25th, and 26th.
- Brush pickup will be on Tuesday May 28th.
- City Hall will be closed for Memorial Day on Monday May 27th.

MEETING INFORMATION

Sustainability Committee:

Next meeting May 13, 2024 at 9:00 a.m. Oregon City Hall Conference Room

Planning & Zoning:

Next meeting May 21, 2024 at 5:30 p.m. Oregon City Hall Council Chambers

City Council Meeting:

Next meeting May 28, 2024 at 5:30 p.m. Oregon City Hall Council Chambers

Economic and Community Development Committee:

Next meeting Jun 4, 2024 at 5:00 p.m. Oregon City Hall Conference Room

Public Art Commission:

Next Meeting TBD

Tree Board:

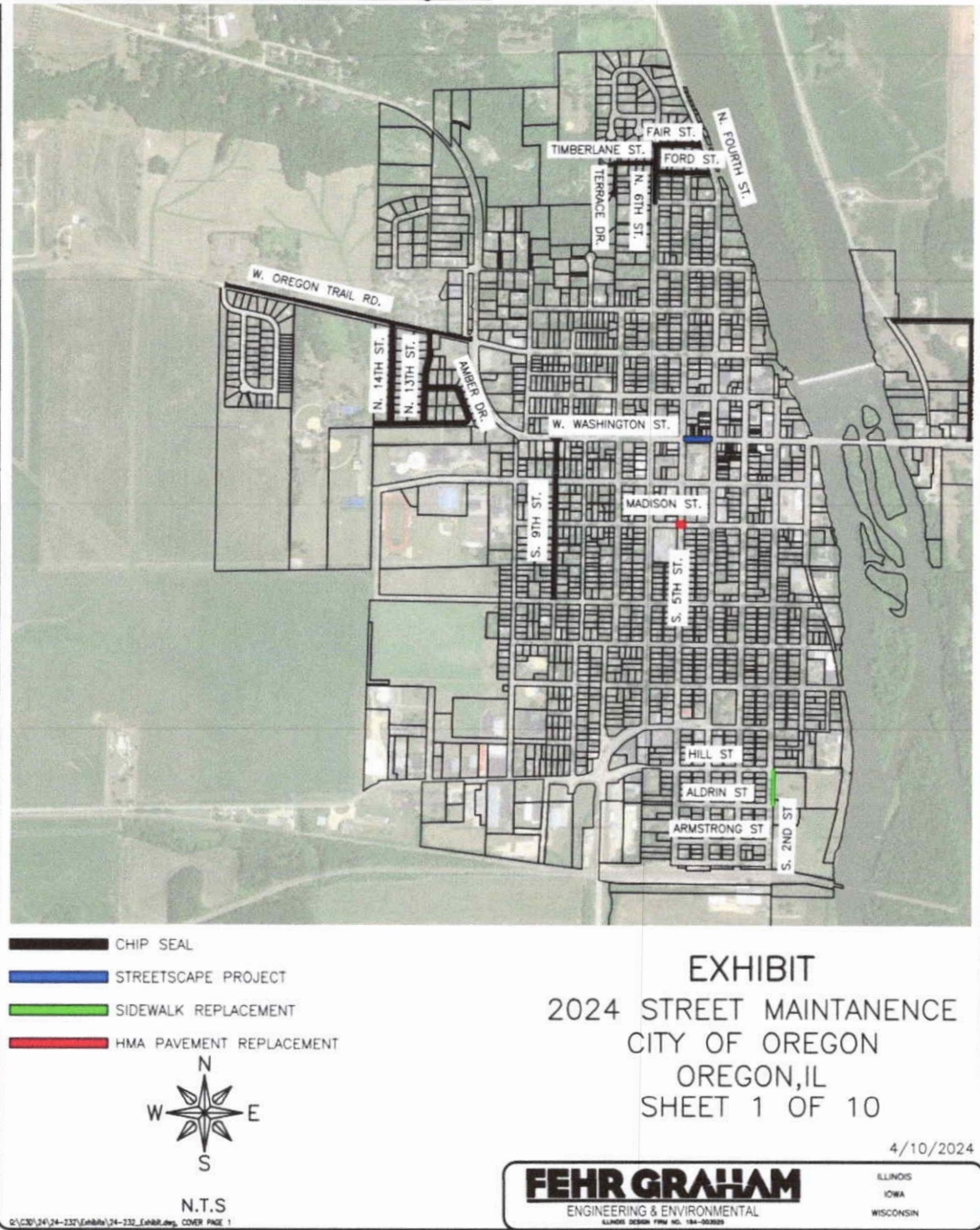
Next Meeting TBD

PUBLIC WORKS:

Street Department Submitted by Jordan Plock:

- Crew completed city wide brush cleanup.
- Crew continued mowing for the 2024 season
- Crew continued street sweeping in heavy areas.
- Crew began updating and replacing worn out parts on the street sweeper
- Aaron Montoya passed his Illinois pesticide operator exam. Congrats Aaron
- 2 crew members continue their work to complete their Illinois CDL
- Street Department Foreman continued with his continuing education classes
- Crew poured a 20x20 cement pad for the fuel tanks that will be moved to the new street garage and updated.
- Crew began preparing the old street department garage for demolition. This is a job that we will be completing in house
- Crew did cleanup for minor storm debris after the thunderstorm

- Crew is continuing with stump removal and restoration of the terrace.
- Street foreman did the initial spraying for weeds in the downtown district.
- Street Department Foreman completed oversight on the new hvac system at city hall.
- Crew assisted ComEd with a large limb that took out a telephone pole and power lines.
- **Reminder of the 2024 Street Projects**



Sewer Department:

- Daily chores
- Full Testing (process control/EPA Monitoring)
- Half Testing (process control)
- Pumped Sludge
- Cleaned Rotomat daily - Multiple times a day due to higher flows
- Daily netting of headworks due to rain events
- Monthly reporting
- Daily reporting of National weather service recordings
- Lift Station usage recording
- Assisted Water department when needed
- Worked with Scada personnel and blower company to start integrating blowers into Scada
- Blower #2 start up
- Completed effluent chlorination per permit requirements
- Cleaned clarifiers (weirs, and channels)

Water Department

- Daily water chores
- Daily water testing
- Repair and Replacement of Chemical feed pump issues as needed
- Large number of Locates due to Frontier Fiber project
- Worked on monthly paperwork
- Assisted Sewer department when needed
- Well #4 has been televised and awaiting material to reinstall
- Final reads

Submitted by Deputy Chief Matthew Kalnins: Police Department:

With the weather becoming more and more nice outside, we at the Oregon Police Department would like to remind everyone about the ordinance on "Recreational Fires". Included Below is the ordinance for everyone's reference. We just want everyone to be safe, have a good time and enjoy as many roasted marshmallows as you can.



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)

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

Bike, Walk and Roll Event

We would like to thank the Oregon School District, Oregon Fire Department and the City of Oregon for putting on the Bike Walk and Roll Event. It was held May 8th in the Blackhawk Center parking lot. Students were encouraged to ride their bikes, skates or



walk to school to promote physical activity, reduce traffic and create a cleaner environment by reducing air pollution.

This year was the first year Oregon has participated in this event. Students that participated could receive a trophy for best decorated bicycle and farthest ride/walk to school. We had one student who skated to school on roller blades all the way from Ridge Road! (followed by his parents, in a vehicle,

to make sure he was safe). The Fire Department was on scene and raised their ladder truck to display the American flag over the gathering. The School district provided the space and a special treat of donuts to all of the participants. The City of Oregon provided trophies to the winners and registered for the event.

Overall this was a great community event that brought a lot of smiles to everyone involved.



NorthCOG

Northern Illinois Council of Governments

2024 Policy Platform

The 2024 Policy Platform builds on NorthCOG's past legislative advocacy and planning efforts to capitalize on regional strengths, opportunities, and challenges. This is a consensus-driven policy platform developed by Northern Illinois Council of Governments members.

Preserving and Restoring Local Government Revenue

- NorthCOG supports the full restoration of Local Government Distributive Fund (LGDF) to 10 percent of total State of Illinois income tax collections.
- NorthCOG opposes legislation that diminishes the effectiveness of economic development tools.
- NorthCOG opposes new or expanded unfunded mandates on local government.
- NorthCOG supports the preservation of sales tax funding streams.

Local and Regional Development

- NorthCOG supports increased state and federal funding to build, repair, and maintain infrastructure to catalyze economic development, including broadband and highway infrastructure.
- NorthCOG supports flexible funding that allows local prioritization of infrastructure improvements.
- NorthCOG supports increased state and federal funding for municipal and public education programs that enhance community health, safety, and wellness.
- NorthCOG supports legislation that funds land banks and future housing development.

Public Safety and Crime Prevention

- NorthCOG supports additional state and federal funding to help recruit and retain public safety and mental health professionals and funding to address public safety technology, equipment, and other capital needs.

City of Belvidere

Boone County

Village of Cherry Valley

Four Rivers Sanitation Authority

City of Freeport

City of Loves Park

Village of Machesney Park

City of Oregon

Region 1 Planning Council

City of Rockford

Rockford Public Schools

Rockford Park District

Village of Roscoe

City of South Beloit

Stephenson County

Village of Winnebago

Winnebago County

127 N Wyman St, Suite 100, Rockford, IL 61101 | 815-319-4180 | info@r1planning.org

www.r1planning.org

