



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 August 13<sup>th</sup>, 2024, 5:30 P.M.  
115 N 3<sup>rd</sup> Street**

**Public Option: Join Meeting via Zoom**

**Meeting ID: 895 5048 1039**

**Passcode: 694828**

**One tap mobile +13126266799**

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. PRESENTATIONS**
- 5. PUBLIC COMMENT**
- 6. APPROVAL OF MINUTES**
- 7. APPROVAL OF WARRANTS AND PAYROLL**
- 8. BUSINESS ITEMS**
  - a. Approve Ordinance 2024-010 updating Section 2.16.06 Police**
  - b. Approve Job Description for Chief of Police**
  - c. Approve Employment Agreement for Chief of Police**
  - d. Approve the Appointment of Matthew Kalnins as Chief of Police**
  - e. Swear in Matthew Kalnins as Chief of Police**
  - f. Approve Resolution 2024-06 regarding the Release and Non-Release of Certain Minutes of Executive Sessions**
  - g. Approve Ordinance 2024-009 Fireworks**
  - h. Approve Commercial Lease Subsidy Grant for Jen's Artisan Breads LTD**
  - i. Approve Ordinance 2024-011 Economic Development Agreement between the City of Oregon, Jen's Artisan Breads LTD, and Jennifer Koertner**

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.

- j. **Approve Façade Grant for Jennifer and Nicholas Brooks – Brooks Jewelers – 113 N 4<sup>th</sup> Street**
- k. **Approve Façade Grant for Noel Bruns – 4<sup>th</sup> and Long – 127 S 4<sup>th</sup> Street**
- l. **Approve Intergovernmental Agreement by and between Board of Education of the Oregon Community Unit School District No. 220 and the City of Oregon for a School Resource Officer Program**

**9. PROCLAMATIONS, COMMENDATIONS, ETC**

**10. DISCUSSION ITEMS**

- a. **Discuss Bids for Curbside Waste Collection**
- b. **Review Annual Audit/Financial Report**
- c. **Discuss Intergovernmental Agreement – School District Property Tax Refunds**
- d. **Discuss Pedal Bus Ordinance**

**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 July 23<sup>rd</sup>, 2024, 5:30 P.M.  
City Hall Council Chambers  
115 N 3<sup>rd</sup> Street

The Council of the City of Oregon met Tuesday July 23<sup>rd</sup>, 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 Kurt Wilson  
Council Member Tim Krug  
Council Member Terry Schuster  
City Manager Darin DeHaan  
City Attorney Paul Chadwick  
Deputy Chief of Police Matt Kalnins  
City Clerk Cheryl Hilton

Also Present: Bill Covell

Absent: Council Member Melanie Cozzi

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

Council Member Tim Krug started the pledge of allegiance.

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

**Public Hearing**

Mayor Ken Williams opened the public hearing at 5:31pm for Ordinance 2024-007 FY25 Appropriations and FY25 Budget.

**Discussion:** Mayor Ken Williams asked City Clerk Cheryl Hilton if all public notices were published. She said yes, they were. No other comments were made.

Mayor Ken Williams closed the public hearing at 5:32pm.

**Presentation**

None.

**Public Comment**

None.

**Approval of Minutes**

Council Member Terry Schuster moved to approve the July 9<sup>th</sup>, 2024, minutes, Seconded by Council Member Kurt Wilson.

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

**Approval of Warrants & Payroll**

Council Member Terry Schuster moved to approve payroll in the amount of \$63,463.78 and the current warrants as listed:

AEP Energy	\$3,428.03
------------	------------

Axon Enterprise Inc	\$1,518.68
Beesing Welding	\$8,791.72
Butitta Bros. Automotive - Oregon	\$698.90
Caspers Home Inspection LLC	\$1,550.00
CDW Government	\$1,511.45
Chana School Museum Foundation	\$500.00
Cintas	\$111.24
City of Oregon	\$5,500.00
City of Oregon	\$6,188.96
Coliseum Museum Art, Antiques & Americana	\$3,494.83
Comcast	\$847.38
Comcast	\$827.51
ComEd	\$644.75
Dixon Paint Co	\$818.56
Drydon/A DXP Company	\$3,779.00
Euclid Mangers	\$2,140.96
Fehr Graham	\$376.00
Fehr Graham	\$561.00
Fehr Graham	\$38,600.00
Ferguson Enterprises LLC #3325	\$241.80
Ferguson Enterprises LLC #2516	\$520.44
Hagemann Horticulture LLC	\$4,100.00
Hey Tree Service, LLC	\$4,000.00
Highstar Traffic	\$163.80
Hometown Auto Repair, LLC	\$193.00
Illinois EPA	\$11,000.00
Illinois EPA	\$11,677.38
Illinois EPA	\$72,768.30
Illinois Public Safety Agency Network	\$3,342.00
Jacob & Klein, Ltd	\$547.55
Johnson Oil	\$2,030.55
Kelsey Excavating	\$32,677.00
Ken Williams	\$83.07
Land's End Business Outfitters	\$324.79
Liz Heimstra	\$571.43
Locis	\$1,067.00
Manheim Solutions	\$2,592.00
Marlin Wallgren	\$1,100.00
Martin and Company Excavating	\$2,100.00
Melanie Cozzi	\$25.00
Motorola-Starcom 21 Network	\$2,808.00
No Stone Unturned Crystals & More LLC	\$225.00
Oregon Chamber of Commerce	\$760.00
Oregon Park District	\$3,000.00
Physicians Immediate Care	\$595.00
Polo Cooperative Association	\$2,778.92
Postmaster	\$779.52
Postmaster	\$2,040.00
Postmaster	\$3,400.00
PromptNP Healthcare PLLC	\$5,000.00

PromptNP Healthcare PLLC	\$50,000.00
Region 1 Planning Council	\$2,500.00
Region 1 Planning Council	\$3,854.12
Republic Services # 721	\$20,520.00
Sam Shea	\$200.00
Shaw Media/Sauk Valley Media	\$35.10
Sirchie Acquisition Company LLC	\$47.95
Snyder's Pharmacy	\$304.51
Stillman BancCorp	\$2,036.03
Sundog IT	\$2,587.00
Taryn Bradley	\$250.00
Terry Schuster	\$25.00
The Economic Development Group	\$2,190.20
Timothy Brechon	\$14.00
Verizon	\$573.33
Village of Progress	\$1,369.66
Water Solutions	\$2,520.00
Wipfli	\$25,000.00
Zoro Tools, Inc	\$639.39
	<b>\$369,066.81</b>

Seconded by Council Member Tim Krug.

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

### **Business Items**

Council Member Kurt Wilson moved to approve Ordinance 2024-007 FY25 Annual Appropriations and Budget, Seconded by Council Member Tim Krug.

**Discussion:** Mayor Ken Williams asked if the Public Health Fund had enough budgeted funds if the city were to demolish a building at the street department. City Manager Darin DeHaan stated the project is not planned for this year but if it were decided to do the project this year, there are enough funds appropriated. Council Member Terry Schuster said he agrees, and other funds could be used if necessary. Mayor Williams also asked about the Street and Bridge 1% Tax Fund and if the budget was balanced. City Manager Darin DeHaan stated the budget was balanced.

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

Council Member Terry Schuster moved to approve Ordinance 2024-008 Solicitation, Seconded by Council Member Kurt Wilson.

**Discussion:** City Manager Darin DeHaan said only two changes were made to the ordinance from its previous version. Holidays were clearly defined, and he changed the penalties on solicitors if they have violations. Instead of being barred from soliciting for a year, a fee will be imposed. Mayor Ken Williams said if the city starts to see repeated offenders, he would like the City Council to be made aware.

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

Mayor Ken Williams made a motion to table the Intergovernmental Agreement – School District Property Tax Refunds, Seconded by Council Member Tim Krug.

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

Council Member Tim Krug moved to Approve to Increase the Budget of ARPA Funds for Sarah Phelps Community Plaza by \$6,000.00, Seconded by Council Member Terry Schuster.

**Discussion:** City Manager Darin DeHaan said the City Council had previously approved a certain amount of ARPA funds to be used towards the Sarah Phelps Plaza. He stated additional funds are needed to complete the fence project and to upgrade electrical for the new sign. Mayor Ken Williams said the City Council votes on ARPA projects. Council Member Terry Schuster stated the Sarah Phelps Plaza is great for the community and a worthwhile project.

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

### **Proclamations, Commendations, Etc.**

None.

### **Discussion Items**

**Review Fireworks Display Ordinance:** City Manager Darin DeHaan said the Fire Chief had attended training on the topic and learned the fire department is not authorized to issue fireworks display permits, however the city is. He said the permit fee would be shared between the fire department and the city. He believes creating the ordinance is the right thing to do. Mayor Ken Williams said with wedding venues along the river, this is a good idea. He said this will be presented at the next council meeting for approval.

**Pedal Bus Ordinance:** City Manager Darin DeHaan said the AOP committee has submitted their ideas for the use of a Pedal Bus during AOP. Council Member Terry Schuster asked how this differs from the carriage rides during Candlelight Walk. City Manager Darin DeHaan said permits are required from IDOT for traffic control for the carriage rides. They could be allowed to do this within the closed sections already in place for AOP, but space is very limited. Mayor Ken Williams suggested table the idea as an ordinance and see what the AOP committee comes up with.

### **Committee Reports**

**Planning:** Public Hearing for an Airbnb on August 20<sup>th</sup>.

**Economic and Community Development:** A couple of banks have joined the OCECDC. The city Economic Development Committee is working with Chris Manheim on creating a strategic plan for the future of the committee.

**Finance:** Budget and Appropriations completed. Next step is to formalize an ad-hoc finance committee.

**Sustainability:** Lauren with Region One Planning attended the concert in the park to educate residents on the Sustainability Plan. The committee will likely finalize the plan at the next meeting.

**Tree Board:** A meeting will be scheduled as they are required to meet at least two times a year. City Manager Darin DeHaan was also invited to speak to the Oregon Lions Club

about the Tree City USA designation. Tree plantings are scheduled for one week from tomorrow.

**Public Art Commission:** The mural at the Village Bakery has begun.

### **Department Reports**

**Public Works Director Bill Covell:** Thanked all departments for their help during the recent storms. He said the communication received from the police department was appreciated. He also said he recently utilized the Mutual Aid agreement that was recently put into place. He said the amount of support received was amazing.

**Attorney Paul Chadwick:** He said an order was made on one of the properties he has been working on, he believes the homeowner is going to demolish the property. The homeowner has ninety days to do so.

**City Manager Darin DeHaan:** He has received good reports on how storm damage was managed by city departments. He also stated Bill is working with the county on submitting city costs to the state for reimbursement from IEMA.

### **Council Reports**

**Mayor Ken Williams:** Very glad that the city missed most of the storm, since so many other communities had so many.

Mayor Ken Williams stated the City Council will be entering Executive Session to discuss Executive Session Minutes and Personnel.

Council Member Tim Krug moved to enter Executive Session at 6:01 pm, Seconded by Council Member Kurt Wilson.

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

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

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

Adjourn: 6:22 P.M.

---

Ken Williams, Mayor

Attest: \_\_\_\_\_

Cheryl Hilton, City Clerk

August 13, 2024

Payroll in amount \$61,723.25

AEP Energy	\$3,261.00
Armacor Cartridge Inc	\$1,240.00
Black Diamond Plumbing & Mechancial Inc	\$165.00
Blue Cross Blue Shield	\$19,125.54
Cintas	\$111.24
City of Oregon	\$13,677.84
City of Oregon	\$13,831.81
Civic Plus LLC	\$2,835.00
Comcast	\$248.98
Constellation	\$1,002.40
Constellation	\$4,278.73
DeKalb Implement	\$683.22
Elevator Inspection Service Wisconsin LLC	\$150.00
Envision Healthcare	\$201.00
Eric Higby	\$2,000.00
Fastenal	\$25.50
Fehr Graham	\$10,189.00
Fehr Graham	\$47,700.00
Ferguson Enterprises LLC #3325	\$251.22
Ferguson Waterworks #2516	\$264.01
Ferguson Waterworks #2516	\$520.44
Fidelity Security Life Insurance	\$196.06
Fischer's	\$368.73
Frontier	\$91.33
Frontier	\$117.58
Glaus Industries LLC	\$8,950.00
Ground Penetrating Radar Systems LLC	\$2,100.00
Hach Company	\$1,959.50
Hawkins, Inc	\$2,460.31
Helm Civil	\$7,096.00
Highstar Traffic	\$1,192.70
Johnson Oil	\$17.71
Ken Willaims	\$33.07
Ken Willaims	\$2,842.81
Layne	\$36,858.50
Locis	\$4,074.00
Manheim Solutions	\$2,484.00
Mark Ambrose	\$200.00
MCS	\$145.00
Metropolitan Industries Inc	\$179.46
NAPA	\$24.57
Nicor	\$104.59
Ogle County Clerk & Recorder	\$60.00
Ogle County Clerk & Recorder	\$60.00
Oregon Chamber of Commerce	\$140.00



Old National Bank	\$1,925.60
Oregon SuperValu	\$27.57
Postmaster	\$48.40
Quill	\$159.12
Republic Services #721	\$68.00
Rogers Ready Mix	\$89.04
Rogers Ready Mix	\$702.00
Shaw Media / Sauk Valley Media	\$51.85
Steve Benesh & Sons	\$4,560.95
Sun Life Financial	\$438.08
Sundog IT	\$2,496.00
Treasurer, State of Illinois	\$660.00
Visa	\$945.79
Visa	\$3,743.48
Zarnoth Brush Works	\$418.70
Zoro	\$71.30
	<b>\$209,923.73</b>

---

City Manager

**CITY OF OREGON  
ORDINANCE 2024-010**

**AN ORDINANCE UPDATING OREGON CITY CODE SECTION 2.16.06 POLICE  
ET. AL**

**WHEREAS**, The citizens of Oregon Illinois voted in affirmative of a referendum to change the form of government on the November 8th, 2022 mid-term election from Commission to Council-Manager form of government.

**WHEREAS**, Under the Council-Manager form of government certain managerial authority falls to the city manager.

**WHEREAS**, The Chief of Police and police department now fall under the management of the city manager.

**WHEREAS**, The City Council of the City of Oregon Illinois wish to amend the existing city code as it relates to the management of the police department to align with the new form of government.

**NOW THEREFORE**, be it ordained by the Council of the City of Oregon, in the State of Illinois, as follows:

**SECTION 1:**        **AMENDMENT** “2.16.060 Police” of the City of Oregon Municipal Code is hereby *amended* as follows:

**BEFORE AMENDMENT**

2.16.060 Police

- A. Created: There is hereby established a police department, which shall consist of the chief of police and such police officers as may from time to time be appointed.
- B. Mayor To Supervise: The mayor shall have the general supervision and control of the police, subject to any and all orders of the council, and shall see that all police officers are prompt and faithful in the discharge of their respective duties, and from time to time shall take such measures as he may deem expedient for the preservation of peace and good order and the enforcement of the provisions of this Code.
- C. Police Officers; How Appointed:
  - 1. All regular police officers shall be appointed by the mayor by and with the consent of the council, and auxiliary police officers may be in like manner appointed, but when at the request of persons for private purposes, no compensation shall be allowed them by the city. In cases of emergency, the mayor shall have full power to appoint police officers for temporary purposes, without the consent of the council being required. The mayor shall have the

power to remove any police officer, whenever in his opinion the interest of the city requires such removal.

2. Whenever the mayor determines that a vacancy exists in the police department or level thereof, such vacancy shall be advertised at the discretion of the mayor. Applicants shall be tested by written and oral examination as the mayor shall prescribe.
- D. Police Manual: The conduct and control of city police officers shall be governed by the police manual of the city, as from time to time amended.
- E. Police Chief; Duties Of Police: The chief of police shall be superintendent of the police under the direction of the mayor, and all police officers shall assist him in the preservation of peace and good order and in the enforcement of the laws and the provisions of this Code.
- F. Deputy Chief Position Added: The city adds a deputy chief position within the police department. The chief of police shall have the authority with the council's approval to appoint an officer from the ranks of the city police department to the position of deputy chief. The deputy chief must have at least five years of experience as a fulltime officer of the department. The individual serves at the discretion of the police chief and, if removed from the deputy chief's rank, reverts to the rank held immediately prior to appointment to the deputy chief position.
- G. Oath: Every police officer shall, before entering upon the duties of his office, take and subscribe to the oath required for city officers required by law.
- H. Residence Of Police Officers: A police officer employed by the city shall reside within the designated boundaries an parameters as set forth and established by the current Illinois Fraternal Order of Police Labor Agreement.
- I. Auxiliary Police:
1. The mayor may appoint auxiliary police officers as employees, subject to the advice and consent of the council. Prior to appointment, all proposed auxiliary police officers shall be fingerprinted, and their fingerprints shall be checked with the Federal Bureau of Identification, Washington, D.C., for any possible criminal record. No person shall be appointed as an auxiliary police officer if he has been convicted of a felony or other crime involving moral turpitude. The appointment of any or all auxiliary police officers may be terminated by the mayor subject to the advice and consent of the council.
  2. Auxiliary police officers, prior to entering upon any of their duties, shall receive a course of training in the use of weapons and other police procedures, as provided in the police manual of the city.
  3. Auxiliary police officers shall receive such sums as the council by motion may from time to time direct.
  4. The qualifications and duties of auxiliary police officers, and their authority to carry firearms, shall be as provided in the police manual of the city.
- J. Special Duty Police Services: 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: CHIEF or POLICE CHIEF: The chief of police of the city police department, or the police chief's authorized designee.

OFFICER: A police officer, police detective, police sergeant, or police lieutenant, employed by the city, and appointed pursuant to paragraph C. SPECIAL DUTY POLICE SERVICES: Law enforcement or related activities voluntarily performed at the option of the city police department officers to employers other than the city. Such services may be provided only outside of an officer's regular duty hours.

- K. The following shall apply to special duty police services; authorizing police chief to prepare agreements with employers that set forth the wages and conditions for special duty police services; authorizing use of city resources for billing, accounting, and payment; authorizing police chief to charge an administrative fee; and permitting use of city vehicles:
1. Notwithstanding any other provision of this Code, the police chief is authorized to prepare, for council approval, and administer special duty police services agreements with such non-city employers as may be deemed appropriate when employing special duty police services.
  2. The police chief is authorized to use city resources to accomplish billing, accounting, collection, and payment to officers participating in the special duty police services program.
  3. The police chief is authorized to establish a minimum rate of pay for police officers providing special duty police services, and to recover all or part of the administrative costs associated with administering the special duty police services program.
  4. The police chief is authorized to permit the use of city vehicles and other specialized equipment for special duty police services, provided that such use does not conflict with the needs of regular duty police services and provided that the use meets the criteria established by police department for use of city vehicles.

(Code 1970, §§ 2-8-1-2-8-3, 2-8-5, 2-8-9, 2-8-10, 1-19-1, 1-19-5, 1-19-6; Code 1987, §§ 2-131-2-134, 2-136, 2-139, 2-140, 2-143; Ord. No. 1160, 2-13-2001; Ord. No. 2016-102, §§ 2-145, 2-146, 4-12-2016)

**State Law reference**— Police generally, 65 ILCS 5/11-1-1 et seq.; Illinois Police Officer Training Act, 50 ILCS 705/1 et seq.; Emergency powers of mayor, 65 ILCS 5/11-1-6; Oath of municipal officers, 65 ILCS 5/4-4-1; Authority for above section, 65 ILCS 5/3.1-10-6; Auxiliary police officers, 65 ILCS 5/3-6-5; age of applicants, 65 ILCS 5/10-2.1-6; firearms training, 50 ILCS 710/2; conservators of the peace, powers, 65 ILCS 5/3-9-4.

## AFTER AMENDMENT

### 2.16.060 Police and Special Duty Services

- A. ~~Created: There is hereby established a police department, which shall consist of the chief of police and such police officers as may from time to time be appointed. Mayor~~  
~~mayor Police Manual: The conduct and control of city police officers shall be governed by the police manual of the city, as from time to time amended. Police Chief;~~  
~~Duties Of Police: The chief of police shall be superintendent of the police under the~~

~~direction of the mayor, and all police officers shall assist him in the preservation of peace and good order and in the enforcement of the laws and the provisions of this Code. Deputy Chief Position Added: The city adds a deputy chief position within the police department. The chief of police shall have the authority with the council's approval to appoint an officer from the ranks of the city police department to the position of deputy chief. The deputy chief must have at least five years of experience as a fulltime officer of the department. The individual serves at the discretion of the police chief and, if removed from the deputy chief's rank, reverts to the rank held immediately prior to appointment to the deputy chief position. Oath: Every police officer shall, before entering upon the duties of his office, take and subscribe to the oath required for city officers required by law.~~

~~All regular police officers shall be appointed by the mayor by and with the consent of the council, and auxiliary police officers may be in like manner appointed, but when at the request of persons for private purposes, no compensation shall be allowed them by the city. In cases of emergency, the mayor shall have full power to appoint police officers for temporary purposes, without the consent of the council being required. The mayor shall have the power to remove any police officer, whenever in his opinion the interest of the city requires such removal. Whenever the mayor determines that a vacancy exists in the police department or level thereof, such vacancy shall be advertised at the discretion of the mayor. Applicants shall be tested by written and oral examination as the mayor shall prescribe. Residence Of Police Officers: A police officer employed by the city shall reside within the designated boundaries and parameters as set forth and established by the current Illinois Fraternal Order of Police Labor Agreement.~~

- B. ~~Auxiliary Police: The mayor may appoint auxiliary police officers as employees, subject to the advice and consent of the council. Prior to appointment, all proposed auxiliary police officers shall be fingerprinted, and their fingerprints shall be checked with the Federal Bureau of Identification, Washington, D.C., for any possible criminal record. No person shall be appointed as an auxiliary police officer if he has been convicted of a felony or other crime involving moral turpitude. The appointment of any or all auxiliary police officers may be terminated by the mayor subject to the advice and consent of the council. Auxiliary police officers, prior to entering upon any of their duties, shall receive a course of training in the use of weapons and other police procedures, as provided in the police manual of the city. Auxiliary police officers shall receive such sums as the council by motion may from time to time direct. The qualifications and duties of auxiliary police officers, and their authority to carry firearms, shall be as provided in the police manual of the city. Special Duty Police Services: 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: CHIEF or POLICE CHIEF: The chief of police of the city police department, or the police chief's authorized designee. OFFICER: A police officer, police detective, police sergeant, or police lieutenant, employed by the city, and appointed pursuant to paragraph C. SPECIAL DUTY POLICE SERVICES: Law~~

enforcement or related activities voluntarily performed at the option of the city police department officers to employers other than the city. Such services may be provided only outside of an officer's regular duty hours.

€ The following shall apply to special duty police services; authorizing police chief to prepare agreements with employers that set forth the wages and conditions for special duty police services; authorizing use of city resources for billing, accounting, and payment; authorizing police chief to charge an administrative fee; and permitting use of city vehicles:

1. Notwithstanding any other provision of this Code, the police chief is authorized to prepare, for council approval, and administer special duty police services agreements with such non-city employers as may be deemed appropriate when employing special duty police services.
2. The police chief is authorized to use city resources to accomplish billing, accounting, collection, and payment to officers participating in the special duty police services program.
3. The police chief is authorized to establish a minimum rate of pay for police officers providing special duty police services, and to recover all or part of the administrative costs associated with administering the special duty police services program.
4. The police chief is authorized to permit the use of city vehicles and other specialized equipment for special duty police services, provided that such use does not conflict with the needs of regular duty police services and provided that the use meets the criteria established by police department for use of city vehicles.

(Code 1970, §§ 2-8-1–2-8-3, 2-8-5, 2-8-9, 2-8-10, 1-19-1, 1-19-5, 1-19-6; Code 1987, §§ 2-131–2-134, 2-136, 2-139, 2-140, 2-143; Ord. No. 1160, 2-13-2001; Ord. No. 2016-102, §§ 2-145, 2-146, 4-12-2016)

**State Law reference**— Police generally, 65 ILCS 5/11-1-1 et seq.; Illinois Police Officer Training Act, 50 ILCS 705/1 et seq.; Emergency powers of mayor, 65 ILCS 5/11-1-6; Oath of municipal officers, 65 ILCS ~~5/5-3-9~~~~5/4-4-1~~; Authority for above section, 65 ILCS 5/3.1-10-6; Auxiliary police officers, ~~65 ILCS 5/3.1-30-20~~~~65 ILCS 5/3-6-5~~; ~~Age of applicants, 65 ILCS 5/10-2.1-6; firearms training, 50 ILCS 710/2; conservators of the peace, powers, 65 ILCS 5/3-9-4.~~ General Supervision and administrative control of the manager 65 ILCS 5/5-3-8

**SECTION 2:            ADOPTION** “2.16.061 Department Established” of the City of Oregon Municipal Code is hereby *added* as follows:

#### BEFORE ADOPTION

2.16.061 Department Established (Non-existent)

AFTER ADOPTION

2.16.061 Department Established(*Added*)

- A. There is hereby established a police department, which shall consist of the chief of police and such police officers as may from time to time be appointed.
- B. City Manager To Supervise: The city manager shall have the general supervision and control of the police, subject to any and all orders of the council, and shall see that all police officers are prompt and faithful in the discharge of their respective duties, and from time to time shall take such measures as he may deem expedient for the preservation of peace and good order and the enforcement of the provisions of this Code.
- C. The chief of police may be removed or discharged by the city manager; provided, that removal or discharge shall not become effective unless confirmed by a majority of the city council. All other police officers may be discharged in accordance with state law and the collective bargaining agreement, as applicable.
- D. Deputy Chief Position Added: The city adds a deputy chief position within the police department. The chief of police shall have the authority with the city manager's approval to appoint an officer from the ranks of the city police department to the position of deputy chief. The deputy chief must have at least five years of experience as a fulltime officer of the department. The individual serves at the discretion of the police chief and, if removed from the deputy chief's rank, reverts to the rank held immediately prior to appointment to the deputy chief position.

**SECTION 3:           ADOPTION** “2.16.062 Appointments” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

2.16.062 Appointments (Non-existent)

AFTER ADOPTION

2.16.062 Appointments(*Added*)

- A. Chief of Police: The chief of police shall be appointed by the city manager for an indefinite period of time, based on the conditions set forth in a employment agreement. He or she shall, before he or she enters upon the duties of his or her office, take and sign the oath prescribed by the law for City Officials.
- B. The chief of police shall be superintendent of the police under the direction of the city manager, and all police officers shall assist him in the preservation of peace and good order and in the enforcement of the laws and the provisions of this Code.
- C. Deputy Chief Position Added: The city adds a deputy chief position within the police

department. The chief of police shall have the authority with the city manager's approval to appoint an officer from the ranks of the city police department to the position of deputy chief. The deputy chief must have at least five years of experience as a fulltime officer of the department. The individual serves at the discretion of the police chief and, if removed from the deputy chief's rank, reverts to the rank held immediately prior to appointment to the deputy chief position.

- D. Deputy Chief of Police: At any time there are less than twenty-five (25) full-time police officer within the Police Department, there may be one (1) Deputy Chief. At any time there are twenty-five (25) or more full-time police officers within the Police Department, there may be no more than two (20 Deputy Chiefs. A Deputy Chief may be appointed by the Chief of Police the Chief of Police from any rank of sworn full-time police officers within the Police Department, must have at least five (5) years of full-time service as a full-time police officer in the Police Department, and shall serve as Deputy Chief at the Police Chief's discretion. A Deputy Chief shall be permitted, regardless of rank, to take promotional exams and be promoted to a higher classified rank than he or she currently holds without having to resign as Deputy Chief. A Deputy Chief, if removed from such position, shall revert to the rank held immediately prior to his or her appointment as Deputy Chief with pay associated with such rank as of the date of removal.
- E. Other officers: All other police officers shall be appointed by recommendation by the Chief of Police in conference with the City Manager. Whenever the City Manager determines a vacancy exists in the police department or level thereof, such vacancy shall be advertised at the discretion of the City Manager. Applicants shall be tested by means established by the City.
- F. Anything herein to the contrary notwithstanding, all members of the Police Department, excepting the Chief of Police, are hereby designated as employees of the City and not as officials thereof.

**SECTION 4:           ADOPTION** “2.16.063 Qualifications” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

2.16.063 Qualifications (Non-existent)

AFTER ADOPTION

2.16.063 Qualifications(*Added*)

- A. No person shall be appointed or employed as Chief of Police, Lieutenant, Sergeant or in any other capacity as a police officer who does not comply with the requirements stated city and police manuals. Any person receiving an appointment or being employed as Chief of Police shall, within six (6) months after such appointment or



employment, establish and continually maintain his or her domicile within the geographic boundaries of Community Unit School District #220 (also known as the Oregon Public School District). All other persons appointed or employed as a police officer shall, within six (6) months after such appointment or employment, establish his or her domicile within twenty-five (25) miles of the City limits of Oregon, Illinois.

Any person failing to adhere to this subsection shall be discharged.

B. All persons employed as a police officer shall, prior to commencement of employment, be required to execute a police officer training reimbursement agreement whereby the newly employed officer agrees to reimburse the City for certain costs and expenses as set forth in said reimbursement agreement, a copy of which is on file with the City Clerk. No person shall commence employment without first executing said reimbursement agreement.

C. Each person employed as a member of the police department shall, during the first six (6) months of his employment, take a course of instruction to qualify him to perform his duties, said course of instruction to be prescribed by the commissioner of public health and safety with the approval of the council. If the person does not satisfactorily complete such course within the period of six (6) months, he shall be discharged immediately and shall not be reappointed as a member of the police department during the period of one year next following such discharge.

**SECTION 5:            ADOPTION** “2.16.064 Powers Of Chief Of Police; Deputy Chief” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

2.16.064 Powers Of Chief Of Police; Deputy Chief (Non-existent)

AFTER ADOPTION

2.16.064 Powers Of Chief Of Police; Deputy Chief(*Added*)

A. The Chief of Police shall, subject to the jurisdiction and control of the City Manager, have the management and control of the Police Department. All regulations and orders thereof shall be promulgated through the Chief of Police.

B. A Deputy Chief shall have and perform the following powers and duties: active direction and supervision over all sergeants and patrol officers subject to the supervision of the Chief of Police; professional development of the Police Department through training, policy and procedure development; expansion of capacity through programs such as administrative adjudication, technological opportunities and recruiting programs; make recommendations for police-related ordinances and revisions thereof, public relations and public education; and promoting skill in

sergeants and patrol officers.

**SECTION 6:            ADOPTION** “2.16.065 Police Duties” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

2.16.065 Police Duties (Non-existent)

AFTER ADOPTION

2.16.065 Police Duties(*Added*)

A. Chief of Police

1. The chief of police shall devote his entire time to the discharge of the duties of his office, shall engage in no other duties of employment except those designated and approved by the council, and particularly in relation to the duties of civil defense with the county of Ogle, Illinois, which said chief of police may, at the discretion of the council, assume and discharge; and shall be charged with the preservation of the peace, order, safety and cleanliness of the city and with the duty of protecting the rights of persons and property and enforcing all provisions of this code.
2. The chief of police shall take notice of all nuisances, obstructions and defects in streets and alleys or other public places of the city and shall cause the same to be abated or removed or immediate notice thereof given to the proper officer whose duty it may be to take action in relation thereto.
3. The chief of police shall promptly report to the city manager any member of the police force who is guilty of drunkenness, neglect of duty, disobedience of orders or violation of the rules and regulations of the police department.
4. The chief of police shall keep, or cause to be kept, books of record of the police department and of all persons arrested by the police, showing the time and place of each arrest, the offense for which same was made, the magistrate, justice or court before whom such person was taken and the disposition of the case.
5. The chief of police shall provide reports to the city manager and city council as directed from time to time.
6. The chief of police shall, on or before December, make a report to the council in writing, showing the number of arrest made during the year and well as other crime statistics as may seem proper to report.

7. The chief of police shall have the care, custody and control of all books, records, equipment and other property belonging to the police department and of all stolen goods seized and retained by police authority. Upon the expiration of his term of office or his resignation or removal therefrom he shall surrender to his successor in office all books, records, equipment and property of every description in his possession belonging to the city or appertaining to his office.

**B. Police Officers**

1. Each police officer shall devote his entire time to the duties of his office and shall engage in no other duties or employment, and to the best of his ability, shall see that the laws of the city are enforced.
2. Each member of the police department shall have the power to arrest, with or without process, all persons within the city who shall break the peace or violate any provisions of this code or any law of this state or the United States.
3. Each member of the police department shall have the power and authority within the limits of the city, to serve and execute warrants or other legal process for the apprehension and commitment of persons charged with or held for the commission of any crime or misdemeanor or the violation of any provisions of this code and while serving or executing or assisting in the serving or executing of any such warrant or legal process shall be vested with all the common law and statutory powers of constables for such purposes.
4. Each member of the police department shall also have the power and authority to execute city warrants or other legal process without the limits of the city and within such distance therefrom as is authorized by law in all cases where any provision of this code shall prescribe a penalty for the violation of any of its provisions for persons residing, acting or doing business without the limits of the city.
5. The chief of police, under the direction of the city manager, shall arrange and assign the hours of duty of the police officers.

**SECTION 7:           ADOPTION** “2.16.066 Uniform” of the City of Oregon  
Municipal Code is hereby *added* as follows:

**BEFORE ADOPTION**

2.16.066 Uniform (Non-existent)

**AFTER ADOPTION**

2.16.066 Uniform(*Added*)

- A. Police officers shall wear a uniform and a badge at all times when on duty. The uniform shall be furnished by the police department. The badge shall be furnished by the city.

**SECTION 8:           ADOPTION** “2.1.067 Part Time Police Officers” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

2.1.067 Part Time Police Officers (Non-existent)

AFTER ADOPTION

2.1.067 Part Time Police Officers(*Added*)

- A. Upon the recommendation of the city manager, the city council may, when, in its judgment, the public welfare of the city shall so require, appoint part time police officers as may be necessary and in the best interests of the city. Said appointed part time police officers must successfully complete any training mandated by the Illinois law enforcement training standards board, the city of Oregon or the chief of police.
- B. Said part time officers shall be members of the Oregon police department, except for pension purposes. Said part time officers shall not be assigned under any circumstances to supervise or direct full time police officers of the Oregon police department and shall not be used as permanent replacements for permanent full time police officers.
- C. Said part time officers shall be trained under the intergovernmental law enforcement officers in-service training act and in accordance with the procedures for part time police officers established by the Illinois law enforcement training and standards board. Prior to the hiring of a part time officer, the applicant shall complete an application, an oral interview, and a background investigation, as determined by the chief of police, and such other requirements and tests as may be established from time to time by the city council. Said hiring standards shall be submitted to the Illinois law enforcement training and standards board for its review.
- D. The maximum number of hours a part time police officer may work in a calendar year is restricted to one thousand (1000) hours.

**SECTION 9:            ADOPTION** “2.16.068 Auxiliary Police and Community Service Officer” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

2.16.068 Auxiliary Police and Community Service Officer (Non-existent)

AFTER ADOPTION

2.16.068 Auxiliary Police and Community Service Officer(*Added*)

- A. There is hereby established the Oregon auxiliary police force. The number of such force shall be established from time to time as provided herein. Auxiliary police officers shall not be members of the Oregon police department and shall not supplement members of the police department in the performance of their assigned and normal duties except as provided herein.
  - 1. Auxiliary police officers shall have the duty of aiding and directing traffic within the city. Auxiliary police officers shall be authorized to issue traffic citations for the violations of any provisions of this code prohibiting restricting parking.
  - 2. Auxiliary police officers are authorized to wear uniforms and identification symbols designating them as city auxiliary police officers. Said uniforms and symbols shall be different and distinct from those used by the regular members of the Oregon police department.
  - 3. Auxiliary police officers shall at all times during the performance of their duties be subject to the direction and control of the chief of police, city manager, and city council.
  - 4. Auxiliary police officers shall not be permitted or allowed to carry firearms.
- B. Community Service Officer
  - 1. There is hereby created the position of community service officer who shall perform the duties under the supervision of the chief of police. The community service officer shall be appointed by the chief of police by and with the advice and consent of the city manager.
  - 2. The community service officer shall perform such duties as are assigned by the chief of police and such duties shall include:
    - a. enforcement of all parking regulations and other city ordinances which do not create an immediate hazard, and reporting to the shift supervisor.;
    - b. patrolling downtown parking areas and other areas as necessary to control and regulate the parking laws and regulations of the city and state;
    - c. performing clerical duties;
    - d. assisting in maintaining an effective relationship between the police service and the community;

- e. creating and filing records as may from time to time be required by the chief of police;
- f. executing complaints and testifying in court as needed;
- g. performing such other related duties as may be prescribed from time to time by the city council, city manager, or the chief of police. Ther

PASSED AND ADOPTED BY THE CITY OF OREGON COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Council Member Kurt Wilson	_____	_____	_____	_____
Council Member Terry Schuster	_____	_____	_____	_____
Council Member Tim Krug	_____	_____	_____	_____
Council Member Mel Cozzi	_____	_____	_____	_____
Mayor Ken Williams	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Ken Williams, Mayor, City of Oregon

\_\_\_\_\_  
Cheryl Hilton, City Clerk, City of Oregon



<b>Job Title</b>	Police Chief
<b>Department</b>	Police Department
<b>Employment Status</b>	Full Time
<b>Exempt/Nonexempt Status</b>	Exempt

### Scope of Work

This position is responsible for the operation and performance of the Oregon Police Department, including both sworn and civilian personnel. Duties include performing day-to-day administrative functions and oversight of Patrol, Staff Services, Criminal Investigations, and PT Police Officers. The Police Chief provides advice, guidance, and policy recommendations to the City Manager, Mayor, City committees, and the City Council as it relates to Police Department matters.

### Supervision

<b>Received</b>	City Manager
<b>Exercised</b>	All Police Department sworn and civilian staff

### Essential Job Functions

An employee in this position may be called upon to do any or all the following essential functions. These examples do not include all duties the employee may be expected to perform. To perform this job successfully, an individual must be able to perform each essential function satisfactorily, with or without reasonable accommodation.

- Plans, organizes, directs, and leads the overall operations and activities of the Police Department.
- Oversees the enforcement of applicable laws, ordinances, and regulations.
- Develops cooperative professional relationships with representatives of law enforcement agencies, judges, attorneys, media reporters, elected officials, other public-sector organizations, community leaders, and citizens.
- Oversees and coordinates the maintenance and repair of department assigned vehicles, equipment, and facilities.
- Serves as the public relations contact for the Police Department.
- Implements, emphasizes, and encourages a community-oriented policing approach to problem solving.
- Collaborates with other law enforcement agencies as needed to maintain law and order and respond to criminal or emergency situations.
- Ensures proper maintenance and storage of department records.
- Directs the interviewing, selection, orientation, training, performance management, wage administration, and discipline of employees in the Police Department in accordance with City policy.
- Provides internal and external training activities for assigned staff to support skill development and safe workplace practices.

- Works collaboratively with other City departments to address and resolve concerns, provides assistance, and supports the overall strategic goals of the City.
- Prepares, implements, and monitors the annual department budget including participating in the bid process, reviewing and approving purchase orders and invoices, and working with vendors. Ensures that all expenditures are budgeted and within budgeted amounts.
- Oversees capital expenditures for equipment and facilities.
- Directs the development and implementation of strategic and long-range plans for the Police Department consistent with the City's long-range plans.
- Applies for appropriate grants and other outside funding opportunities.
- Researches, drafts, and recommends policies and procedures for the department, as well as policies which occasionally affect others within the organization.
- Demonstrates a very high level of independent judgement and discretion in carrying out job responsibilities and making position related decisions.
- Demonstrates sensitivity, empathy, understanding, and respect for all City employees, residents, and visitors.
- Meets with citizens, in person or over the phone, to assist with general questions or to address complaints and resolve complex concerns.
- Provide effective and efficient customer service, which promotes and maintains a culture of responsive community relations.
- Keep up to date on industry trends and maintain required training, licensure and/or certification.
- Follows safe work practices and adheres to policies, procedures, and ordinances adopted by the City.

### Other Job Functions

- Performs related duties as assigned.
- Attends meetings as the City's representative for the Police Department.
- Performs the job function of Police Officer as required.
- Availability to respond to situations and emergencies outside of standard work hours.

### Requirements of Work

Minimum of 60 college credits and preferred master's or bachelor's degree in criminal justice and/or public administration or a related field. A minimum of eight years of experience in municipal public safety/law enforcement with five years in a management/supervisory capacity (rank of Sergeant or above); or any equivalent combination of training and experience that provides the following knowledge, ability, and skills:

<b>Knowledge of</b>	<ul style="list-style-type: none"> <li>• Law enforcement principles, practices, and methods, including court procedures and practices, and state and federal reporting.</li> <li>• Local, state, and federal laws, codes, or ordinances relating to municipal law enforcement.</li> <li>• Law enforcement operations, management, budgeting, worker safety, labor relations, and related matters.</li> <li>• Law enforcement related computerized hardware and software systems, equipment, vehicle requirements, and other related inventory and supply needs.</li> <li>• Office equipment such as: telephones, calculators, photocopiers, and shredders.</li> </ul>
<b>Ability to</b>	<ul style="list-style-type: none"> <li>• Provide planning, leadership, and direction to sworn and civilian staff to support the provision of effective law enforcement services within the City.</li> <li>• Research and prepare reports and recommendations to be considered by the City Manager and elected officials.</li> <li>• Establish effective working relationships and use good judgement, initiative, and resourcefulness when working with federal, state, and local jurisdictions and authorities.</li> </ul>



	<ul style="list-style-type: none"> <li>• Establish and maintain effective working relationships with municipal officials, city departments, and community groups.</li> <li>• Critically assess situations, solve problems, work effectively under stress and within deadlines.</li> <li>• Handle confidential information in a sensitive manner.</li> <li>• Use sound, independent judgment.</li> <li>• Assign and supervise the work of others; motivate employees to work toward common goals.</li> </ul>
<b>Skill in</b>	<ul style="list-style-type: none"> <li>• Oral and written communications.</li> <li>• Strategic thinking and decision-making.</li> <li>• Public relations.</li> <li>• Ethical, professional, and service-oriented leadership and management.</li> <li>• Interpreting and applying federal, state, and local laws, codes, and ordinances.</li> <li>• Collaborating across the organization, with external partners, law enforcement agencies, or others with a mutual interest in City operations.</li> <li>• The operation of police vehicles, surveillance and communication equipment, firearms, chemical sprays, and other implements used in the line of duty.</li> <li>• Assembling information, analyzing data, preparing comprehensive and accurate reports and formulating policy and service recommendations.</li> </ul>

### **Necessary Special Requirements**

- Possession of a valid Illinois Driver’s License.
- Illinois Police Officer Certification, or the ability to obtain certification within twelve months of employment.

### **Physical Demands and Work Environment**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. These demands do not replace the Department’s Physical Standards for duty Requirements.

- While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is required to stand, walk, run, use fingers to handle or operate objects, reach with hands and arms, climb or balance, stoop, kneel, crouch or crawl, and taste or smell.
- The employee is exposed to severe weather while performing tasks.
- The employee is exposed to many unknown conditions, including possible hazardous sites, dust, odors, noise, vibrations, and dangerous and/or violent situations.
- The employee is frequently exposed to life-threatening situations.
- The employee must occasionally lift and/or move more than 50 pounds.
- Specific vision ability required by this job includes close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

- Some work is performed in an office setting; hand-eye coordination is necessary to operate computers and various pieces of office equipment.
- Conditions present high stress and threat to personal safety during periods of search and seizure and arrest; may be exposed to toxic materials, bloodborne pathogens and other infectious environments; must deal with unruly or dangerous individuals, unsafe building sites and deadly force.
- Conditions present high stress and threat to personal safety during periods of search and seizure and arrest. May be exposed to toxic materials, bloodborne pathogens, and other infectious environments. Must deal with unruly and/or dangerous individuals, unsafe building sites, and deadly force.

**The City of Oregon is an equal opportunity employer that is committed to diversity and inclusion in the workplace. We prohibit discrimination and harassment of any kind based on race, color, sex, religion, sexual orientation, national origin, disability, genetic information, pregnancy, or any other protected characteristic as outlined by federal, state, or local laws.**

**This policy applies to all employment practices within our organization, including hiring, recruiting, promotion, termination, layoff, recall, leave of absence, compensation, benefits, training, and apprenticeship. The City of Oregon makes hiring decisions based solely on qualifications, merit, and business needs at the time.**

CITY OF OREGON, ILLINOIS

RESOLUTION 2024-06

A RESOLUTION REGARDING THE RELEASE AND NON-RELEASE OF  
CERTAIN MINUTES OF EXECUTIVE SESSIONS

WHEREAS, the State of Illinois Open Meetings Act requires the Corporate Authorities of this City to conduct semi-annual review of all minutes of executive sessions which have previously not been released to the public to determine which minutes should be released and which should still be held as confidential, and

WHEREAS, the City Clerk has assembled all such minutes of executive session that currently exist, and

WHEREAS, the City Attorney has counseled that the Open Meetings Act should be construed broadly in favor of the release of any minutes that are not determined by this Board to be subject to the confidentiality provisions of that Act or which involves issues which have been finally resolved in one manner or another, and

WHEREAS, the Open Meetings Act, as interpreted by the Courts and the Public Access Counselor of the Illinois Attorney General's Office, and as particularly applicable to the types of matters generally coming before the City Council requires the release of concluded matter, but not where personal privacy interests remain, and

WHEREAS, the Mayor and City Council have reviewed certain available previously unreleased minutes of Executive Sessions, and has considered the requirements of the Open Meetings Act and the advice of counsel, and has determined to take appropriate action with respect to those minutes of meeting, and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Oregon, Ogle County, Illinois as follows:

SECTION ONE: The chart attached hereto as Exhibit A, which sets forth a listing of executive session minutes, shows those minutes that should be released and those that should not be released at present, is hereby adopted in its entirety.

SECTION TWO: To the extent that any of the minutes in the Exhibit A chart have not been formally approved, the same be and are approved.

SECTION THREE: All executive session recordings of meetings in which minutes have been approved are authorized for destruction.

**CITY OF OREGON, ILLINOIS**

**EXHIBIT A**

**CHART OF RELEASED AND NON-RELEASED MINUTES OF EXECUTIVE SESSIONS**

Current Minutes for Consideration:

Meeting Date	Topic	Release?
2/13/2018	Personnel	No
3/24/20	Property Acquisition	Yes
2/23/21	Property Acquisition	Yes
5/24/22	Possible Litigation	No
6/14/22	Property Acquisition/Litigation	Yes
11/22/22	Executive Session Minutes	Yes
3/28/23	Personnel	Yes
4/25/23	Possible Litigation	No
7/25/23	Possible Litigation	No
9/12/23	Possible Litigation	Yes
9/26/23	Possible Litigation	No
11/14/23	Possible Litigation	No
1/9/24	Possible Litigation	No
1/23/24	Possible Litigation	No
2/13/24	Personnel	No
4/24/24	Personnel	No
5/14/24	Personnel	No
6/11/24	Personnel	No
6/25/24	Personnel	No

ADOPTED and APPROVED by the City Council of the City of Oregon, August 13<sup>th</sup>, 2024.

Ayes:

Nays:

Absences:

\_\_\_\_\_  
Ken Williams, Mayor

ATTEST:

\_\_\_\_\_  
Cheryl Hilton, City Clerk

**CITY OF OREGON  
ORDINANCE 2024-009**

**AN ORDINANCE AMENDING CITY CODE OF THE CITY OF OREGON,  
ILLINOIS, CHAPTER 12.08 (FIRE PREVENTION AND PROTECTION),  
SECTION 12.08.030 (FIREWORKS) AND ADDING SECTION 12.08.035 (HOURS  
OF DISPLAY) AND ADDING SECTION 12.08.40 (PENALTY) OF THE CITY OF  
OREGON, ILLINOIS**

**WHEREAS**, the City of Oregon is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution, and accordingly, acts pursuant to the powers granted to it under 65 ILCS 5/1-1 et seq; and,

**WHEREAS**, the Illinois Pyrotechnic Use Act, 425 ILCS 35/2 prohibits the possession, sale, and use of fireworks throughout the State of Illinois, except as otherwise provided through reasonable rules and regulations for permitting such displays as may be set by local ordinance; and,

**WHEREAS**, the City Council of the City of Oregon finds it is in the best interests of the citizens of the City of Oregon to amend the City Code of the City of Oregon, Illinois, Chapter 12.08 to allow for better regulation of fireworks; and

**NOW THEREFORE**, be it ordained by the Council of the City of Oregon, in the State of Illinois, as follows:

**SECTION 1:**            **AMENDMENT** “12.08.030 Fireworks” of the City of Oregon Municipal Code is hereby *amended* as follows:

**BEFORE AMENDMENT**

12.08.030 Fireworks

- A. 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: FIREWORKS: Any explosive composition or any substance or combination of substances, or article prepared for the purpose of producing a visible or audible effect of a temporary exhibitional nature by explosion, combustion, deflagration or detonation, and shall include blank cartridges, toy cannons in which explosives are used, the type of balloons which require fire underneath to propel the same, firecrackers, torpedoes, sky rockets, Roman candles, bombs or other fireworks of like construction and any fireworks containing any explosive compound; or any tablets or other device containing any explosive substance, or containing combustible substances producing visual effects. The term "fireworks" shall not include snake or glow worm pellets; smoke devices; sparklers; trick noisemakers

known as "party poppers," "booby traps," "snappers," "trick matches," "cigarette loads" and "auto burglar alarms"; toy pistols, 25/100 grains or less of explosive compound are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for the explosion; and toy pistol paper or plastic caps which contain less than 25/100 grains of explosive mixture; the sale and use of which shall be permitted at all times.

- B. Enforcement: Every person having the custody or control of any minors shall assist in the enforcement of this section. Every person owning or occupying real estate within the city shall assist in the enforcement of this section. It shall be unlawful for any person having the custody and control of any minors knowingly to permit or allow any such minors to violate any of the provisions of this section, and for any person occupying or owning real estate in the city knowingly to permit or allow any violation of this section upon the real estate so owned or occupied by him.
- C. Police To Confiscate; Destroy: If any of the police officers of the city shall discover that any fireworks are being stored, possessed, sold, given away, delivered, exploded, discarded or ignited in violation of this section, it shall be the duty of such officer to thereupon seize such articles of fireworks, and to destroy the same, in accordance with the requirements of state law, and arrest the person guilty of the violation of this section.
- D. Storage; Sale: It shall be unlawful, except as provided in paragraph F, for any person to store, possess, sell, give away or deliver any fireworks.
- E. Discharge; Ignition; Explosion: It shall be unlawful, except as provided in paragraph F, for any person to discharge, ignite or explode or to cause to be discharged, ignited or exploded any article of fireworks within the city.
- F. Permit:
  - 1. Notwithstanding the provisions of paragraphs D and E, fireworks may be sold, delivered and exploded within the city in connection with fairs, carnivals or other public celebrations or exhibitions in accordance with state law, after first securing from the city written permission therefor.
  - 2. Any person or group of persons desiring to explode or to cause to be exploded fireworks in connection with any of the enterprises specified in paragraph F, 1 shall file an application with the clerk, at least five days before the date on which it is proposed to use said fireworks, a written statement in which it shall be stated the date and place when it is proposed to so explode fireworks and the person from whom it is proposed to buy said fireworks. If, in the opinion of the mayor, the public safety will not be endangered by the proposed use of fireworks, he shall, under his hand, grant written permission for the use of such fireworks, which written permit shall state the date and place where such fireworks are to be used, and may contain such other reasonable regulations and restrictions concerning the use of such fireworks as the mayor shall deem proper for insuring public safety.

(Code 1970, §§ 7-3-1–7-3-6; Code 1987, §§ 5-36–5-41)

**State Law reference**— Fireworks, 425 ILCS 30/1 et seq.; local regulation of fireworks, 425

AFTER AMENDMENT

12.08.030 Fireworks

- A. 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: FIREWORKS: Any explosive composition or any substance or combination of substances, or article prepared for the purpose of producing a visible or audible effect of a temporary exhibitional nature by explosion, combustion, deflagration or detonation, and shall include blank cartridges, toy cannons in which explosives are used, the type of balloons which require fire underneath to propel the same, firecrackers, torpedoes, sky rockets, Roman candles, bombs or other fireworks of like construction and any fireworks containing any explosive compound; or any tablets or other device containing any explosive substance, or containing combustible substances producing visual effects. The term "fireworks" shall not include snake or glow worm pellets; smoke devices; sparklers; trick noisemakers known as "party poppers," "booby traps," "snappers," "trick matches," "cigarette loads" and "auto burglar alarms"; toy pistols, 25/100 grains or less of explosive compound are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for the explosion; and toy pistol paper or plastic caps which contain less than 25/100 grains of explosive mixture; the sale and use of which shall be permitted at all times.
- B. Enforcement: Every person having the custody or control of any minors shall assist in the enforcement of this section. Every person owning or occupying real estate within the city shall assist in the enforcement of this section. It shall be unlawful for any person having the custody and control of any minors knowingly to permit or allow any such minors to violate any of the provisions of this section, and for any person occupying or owning real estate in the city knowingly to permit or allow any violation of this section upon the real estate so owned or occupied by him.
- C. Police To Confiscate; Destroy: If any of the police officers of the city shall discover that any fireworks are being stored, possessed, sold, given away, delivered, exploded, discarded or ignited in violation of this section, it shall be the duty of such officer to thereupon seize such articles of fireworks, and to destroy the same, in accordance with the requirements of state law, and arrest the person guilty of the violation of this section.
- D. Storage; Sale: It shall be unlawful, except as provided in paragraph F, for any person to store, possess, sell, give away or deliver any fireworks.
- E. Discharge; Ignition; Explosion: It shall be unlawful, except as provided in paragraph F, for any person to discharge, ignite or explode or to cause to be discharged, ignited or exploded any article of fireworks within the city.
- F. Permit:
  - 1. Notwithstanding the provisions of paragraphs D and E, fireworks may be

sold, delivered and exploded within the city in connection with fairs, carnivals or other public celebrations or exhibitions in accordance with state law, after first securing from the city written permission therefor.

2. Any person or group of persons desiring to explode or to cause to be exploded fireworks in connection with any of the enterprises specified in paragraph F, 1 shall file an application with the clerk, at least fifteen ~~five~~ days before the date on which it is proposed to use said fireworks, ~~a written statement in which it shall be stated the date and place when it is proposed to so explode fireworks and the person from whom it is proposed to buy said fireworks. If, in the opinion of the mayor, the public safety will not be endangered by the proposed use of fireworks, he shall, under his hand, grant written permission for the use of such fireworks, which written permit shall state the date and place where such fireworks are to be used, and may contain such other reasonable regulations and restrictions concerning the use of such fireworks as the mayor shall deem proper for insuring public safety.~~

3. No person shall possess, store, use, or explode any fireworks unless he shall have been issued a fireworks display permit. No person under the age of 21 years old shall be eligible to be issued a display permit.
  - a. Application for any fireworks display permit shall be filed on the form approved by the City of Oregon and Oregon Fire Protection District and shall be available in the office of the city clerk. No application shall be accepted nor permit approved unless application is made 15 days or more in advance of the date of display. Each application shall include proof of insurance in a sum not less than \$1,000,000 conditioned on compliance with the provisions of this Code and the regulations of the state fire marshal. The City of Oregon and the Oregon Fire Protection District must be named as additionally insured. The permittee shall be responsible for all damages or injuries occurring as a result of any display permitted, the amount not limited to the insurance provided. All individuals applying for a display permit must include a copy of his/her lead pyrotechnic operator license issued by the office of the state fire marshal.
  - b. The city clerk shall forward all completed application forms to the Oregon Fire Protection District (OFPD) within five working days of receipt.
  - c. The OFPD Chief shall investigate or cause to be investigated, each application to determine whether the display is of a character and so located, so as not to constitute an unreasonable hazard to any person or property and complies with all requirements for fireworks displays contained in the NFPA 1123 Code for Fireworks Display, 2018 Edition.
  - d. If, upon completion of the investigation, if the OFPD determines that all requirements of this article are satisfied, the OFPD Chief or his designee shall approve the display permit and return it to the city clerk for city approval.



- e. In the event that the OFPD Chief or his designee does not approve and issue the display permit, the applicant shall be informed by the City Manager or his designee, in writing, of the reasons thereof.
- f. The possession and use of fireworks by the permittee shall be lawful only for the purpose of display contained in the permit.
- g. The permit granted hereunder shall not be transferable. Only the person named on the permit shall be authorized to possess and display fireworks.

(Code 1970, §§ 7-3-1–7-3-6; Code 1987, §§ 5-36–5-41)

**State Law reference**— Fireworks, 425 ILCS 30/1 et seq.; local regulation of fireworks, 425 ILCS 30/24; "Fireworks" defined, 425 ILCS 30/2.

**SECTION 2:**            **ADOPTION** “12.08.035 Hours Of Display” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

12.08.035 Hours Of Display (Non-existent)

AFTER ADOPTION

12.08.035 Hours Of Display(*Added*)

Displays shall not be conducted before 10:00 a.m. or after 11:00 p.m., except where prior approval is granted through the permit process by the City of Oregon.

**SECTION 3:**            **ADOPTION** “12.08.40 Penalty” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

12.08.40 Penalty (Non-existent)

AFTER ADOPTION

12.08.40 Penalty(Added)

Any person who violated any provision of this chapter, for which another penalty is not already provided shall be fined according the the general penalties set forth in Chapter 1.16 General Penalties of this code.

PASSED AND ADOPTED BY THE CITY OF OREGON COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Council Member Kurt Wilson	_____	_____	_____	_____
Council Member Terry Schuster	_____	_____	_____	_____
Council Member Tim Krug	_____	_____	_____	_____
Council Member Mel Cozzi	_____	_____	_____	_____
Mayor Ken Williams	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Ken Williams, Mayor, City of Oregon

\_\_\_\_\_  
Cheryl Hilton, City Clerk, City of Oregon



# CITY OF OREGON PYROTECHNICS DISPLAY PERMIT APPLICATION

PLEASE NOTE: THIS PERMIT MUST BE APPLIED FOR 15 DAYS BEFORE THE EVENT

---

## **Section I: Applicant Information**

Class of Fireworks: \_\_\_\_\_

Pyrotechnic Distributor: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Pyrotechnic Distributor License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Lead Pyrotechnic Operator: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Age: \_\_\_\_\_

Pyrotechnic Operator License Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Age: \_\_\_\_\_

Names of any assistants working the display: \_\_\_\_\_

## **Section II: Fireworks Display Information**

Date of the Display: \_\_\_\_\_ Time of the Display: \_\_\_\_\_

Rain Date: \_\_\_\_\_

Location of the Display: \_\_\_\_\_

**Section III: Required Attachments**

- **Site Plan** that identifies significant ground features, public right of ways, buildings and/or structures, overhead obstructions, parking and spectator viewing areas. Also include the location of fireworks storage, fallout areas (including dimensions) for the largest shell, location of emergency vehicle staging areas and access routes and significant roadways, including access and control points. Also include the location of electrical firing unit. Please also indicate which way is NORTH on the site plan.
- **Inventory** of the amount, size and types of product to be used for the display
- **Proof of Insurance** in an amount of \$1,000,000.00 with City of Oregon and Oregon Fire Protection District Insured
- Office of the State Fire Marshal (OSFM) **Pyrotechnic Distributor License**
- Office of the State Fire Marshal (OSFM) **Pyrotechnic Operator License**
- Bureau of Alcohol, Tobacco and Firearms (**ATF**) **License/Permit**
- Illinois Department of Natural Resources (**IDNR**) **Storage Certificate**
- Any **signed contracts** related to this fireworks display

**Section VI: Legal Affidavit**

The undersigned, certifies that there are no willful misrepresentations, omissions or false statements made by me in this application and all of my answers are true and correct to the best of my knowledge. I understand that this application is to be part of a Commercial Fireworks Display Permit. I understand that knowingly providing false statements, misrepresentations or omissions will result in denial of the application for a license.

The undersigned, being duly sworn, hereby attest, under the penalty of perjury that I have paid all taxes or other debts owed to the City of Oregon or Oregon Fire Protection District. I understand that the Oregon Fire Protection District shall refuse to issue the underlying license or shall deny approval of this background check until such time as all taxes and outstanding debts are paid. The Oregon Fire Protection District shall be authorized to suspend or revoke any license if I fail to pay any tax or other debt owed to the City of Oregon to date.

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Section V: Notary Signature**

Subscribed and sworn before me on this: \_\_\_\_\_ Day of, \_\_\_\_\_  
(date) (month) (year)

(seal)

\_\_\_\_\_  
(Notary Signature)

**For Oregon Fire Protection District Fire Safety Use Only**

Approve

Deny

If Denied: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Permit Inspection Date: \_\_\_\_\_ Inspection Done By: \_\_\_\_\_

Final Inspection Date: \_\_\_\_\_ Inspection Done By: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Oregon Fire Chief: \_\_\_\_\_

**For City of Oregon Use**

**Fee: \$250.00**

Line Item:

**City Manager | Oregon Chief of Police | Building Inspector Reviewed**

Approve

Deny

If Denied: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Permit Issued by the Clerk?

Yes

No

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Commercial Lease Subsidy Grant Application



PLEASE SUBMIT THIS APPLICATION TO THE CITY OF OREGON, CITY CLERK'S OFFICE, 115 N. 3RD STREET, OREGON, ILLINOIS 61061

Tenant-Applicant name(s): Jennifer Koertner Date: 5/30/2024

Mailing address: 400 W Washington St. Apt 3

Applicant email address: \_\_\_\_\_

Applicant daytime business phone: \_\_\_\_\_ Alternate phone: \_\_\_\_\_

Proposed Business Site Address: 410 W Washington St.

Property Owner-Landlord Name(s): Ken Williams

Subject Property's Ogle County Property Tax ID # \_\_\_\_\_

Anticipated square footage of space to be leased: 1400 sq. ft.

Has a lease been executed?  Yes  No If yes, is a copy attached hereto?  Yes  No

Anticipated monthly rent over next 12 months: \$ 750 Utilities included?  Yes  No

Proposed business name: Jen's Artisan Breads, Ltd.

Legal name of owner:  Same as Business Name  Other: Jennifer C. Koertner

Type of business structure:  Sole Proprietorship or  Partnership  
 Limited Liability Company (LLC) .....State of Charter: \_\_\_\_\_  
 Corporation .....State of Charter: \_\_\_\_\_  
 Other: \_\_\_\_\_

Brief description of the nature of the proposed business start-up: Fresh breads + Pastries, too include quiche, pie, + coffees.

How many new employed positions do you plan to create? Full-time 1 Part-time 2

Attached hereto is a copy of the Applicant's Business Plan (please include anticipated annual retail sales, as well as projected income and loss statement).

Attached hereto, or included in the Business Plan, is a description of the space to be leased, including the building and type of space to be occupied (e.g., store front, office, storage, etc.), and the intended commercial use of the leased space.

**Additional Questions:**

1. Will there be any physical improvements to the newly leased commercial space that will be required prior to occupancy?  Yes  No Expected leasehold improvements: \$ \_\_\_\_\_

If yes, explain here or attach more detail: plumbing for commercial  
Sinks, Additional electric for commercial  
oven. Painting of interior.

2.  Yes or  No: Is the Applicant currently delinquent in payment of any municipal taxes, fees, or services?
3.  Yes or  No: Is the Applicant currently delinquent in the payment of any state or federal income tax obligation?
4.  Yes or  No: Is the Applicant currently delinquent in the payment of any loans?
5.  Yes or  No: Has the Applicant defaulted on any loans within past five (5) years?
6.  Yes or  No: Is the Applicant subject to any unsatisfied judgements or court orders?
7.  Yes or  No: Has the Applicant ever filed bankruptcy?

If the answer to any of the questions (2-7) above is "Yes," please attach additional comments a may be necessary.

8.  Yes or  No: Applicant hereby acknowledges the City reserves the right to reject any application for CLSG assistance and that upon selection as a CLSG Grantee, the City will prepare a written redevelopment agreement which must be approved by City Council and subsequently executed by the City and the Grantee.

I (we) attest that to the best of my (our) knowledge and belief, the information contained in the foregoing application is correct and true. I (we) am (are) aware that the filing of a false instrument in connection with this application may constitute an attempt to defraud the City of Oregon and may be a felony under the laws of the State of Illinois. I (we) agree to abide by the provisions of all applicable local, state and federal laws pertaining to falsification of any item contained herein or fraudulent misrepresentation of my(our) business. I (we) further acknowledge that this application is not a legally binding document for purposes of receiving any Grant assistance including funding, and that my (our) designation as a Grant Grantee does not guarantee my (our) receipt of any Commercial Lease Subsidy Grant assistance. The signatory of Applicant warrants full authority to sign and submit this Application.

Applicant Signature: \_\_\_\_\_ Date: 5/30 / 2024

Print Name and Title: Jennifer Koentner / Owner + operator

FOR CITY USE:	
Date Application Received: ___ / ___ / 20__	Date of City Response: ___ / ___ / 20__
Application approved for interview and further review for possible redevelopment agreement: <input type="checkbox"/> Yes <input type="checkbox"/> No	

**CITY OF OREGON, ILLINOIS**

**ORDINANCE NO. 2024-011**

**OREGON ECONOMIC DEVELOPMENT**

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF AN ECONOMIC  
DEVELOPMENT AGREEMENT**

**by and between**

**THE CITY OF OREGON, OGLE COUNTY, ILLINOIS**

**and**

**JEN'S ARTISAN BREADS LTD AND JENNIFER  
KOERTNER**

**ADOPTED BY THE MAYOR AND CITY COUNCIL  
OF THE CITY OF OREGON, OGLE COUNTY, ILLINOIS ON  
THE 13<sup>TH</sup> DAY OF AUGUST, 2024.**



**CITY OF OREGON, ILLINOIS: ORDINANCE NO. 2024-011**

**OREGON TIF DISTRICT**

**AN ORDINANCE APPROVING AND AUTHORIZING  
THE EXECUTION OF AN ECONOMIC DEVELOPMENT AGREEMENT.**

**by and between**

**THE CITY OF OREGON**

**and**

**JEN'S ARTISAN BREADS LTD AND JENNIFER KOERTNER**

The Mayor and City Council of the City of Oregon, Ogle County, Illinois, an Illinois municipality (the "City"), have determined that this Economic Development 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 Economic Development Agreement with Jen's Artisan Breads Ltd., and Jennifer Koertner (collectively the "Developer") attached hereto as **Exhibit A** is hereby approved.
2. The City Manager is hereby authorized and directed to enter into and execute on behalf of the City said Economic Development Agreement and the City Clerk of the City of Oregon is hereby authorized and directed to attest such execution.
3. The Agreement shall be effective the date of its approval on the 13<sup>th</sup> day of August, 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 13<sup>th</sup> day of August, 2024 and filed in the office of the City Clerk of said City on that date.

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

**APPROVED:** \_\_\_\_\_, Date \_\_\_\_/ \_\_\_\_ / 2024  
City Manager

**ATTEST:** \_\_\_\_\_, Date: \_\_\_\_/ \_\_\_\_ / 2024  
City Clerk

*Attachment:* **EXHIBIT A.** Economic Development Agreement by and between the City of Oregon and Jen's Artisan Breads Ltd., and Jennifer Koertner.

**OREGON ECONOMIC DEVELOPMENT**

**AN ORDINANCE APPROVING AND AUTHORIZING THE  
EXECUTION OF AN ECONOMIC DEVELOPMENT  
AGREEMENT**

**by and between**

**THE CITY OF OREGON, OGLE COUNTY, ILLINOIS**

**and**

**JEN'S ARTISAN BREADS LTD AND  
JENNIFER KOERTNER**

**ECONOMIC DEVELOPMENT AGREEMENT**  
by and between  
**CITY OF OREGON**  
and  
**JEN'S ARTISAN BREADS LTD AND**  
**JENNIFER KOERTNER**

**THIS ECONOMIC DEVELOPMENT AGREEMENT** (including Exhibits) is entered into this 13<sup>th</sup> day of August, 2024, by and between the City of Oregon (the “City”), an Illinois Municipal Corporation, Ogle County, Illinois, and Jen's Artisan Breads, an Ltd., and Jennifer Koertner (collectively the “Developer”).

**PREAMBLE**

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

**WHEREAS**, 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; and

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

**WHEREAS**, the Developer has proceeded with plans to lease the building located on the Property for operation of a bakery (the “Project”), and is doing so based on the availability of Economic Development incentives offered by the City through the Grant Program; and

**WHEREAS**, the City Council authorizes the City Manager to execute this agreement on behalf of the City of Oregon; and

**WHEREAS**, it is the intent of the City to encourage economic development which will increase the sales tax revenue and availability of retail opportunities for the City.

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

**A. "PREAMBLE"**

**WHEREAS**, the City and the Developer (the "Parties") have agreed that the City shall provide reimbursement to the Developer for Economic Development Eligible Project Costs as specified below in *Section B, Incentives*, up to a cumulative maximum amount of **Four Thousand Five Hundred Dollars and No Cents (\$4,500.00)**; and

**B. "INCENTIVES"**

1. Upon timely completion of the Project, the City agrees to reimburse the Developer **Fifty Percent (50%)** of its monthly lease cost or **Three Hundred and Seventy Five Dollars (\$375.00)** per month, whichever is less, for a total of twelve (12) months from the Oregon Economic Development Fund upon verification of such Eligible Project Costs, up to a total amount not to exceed **Four Thousand Five Hundred Dollars (\$4,500.00)**. Payment will be made after proof of rent payment it provided to the City by the developer.
  
2. The developer shall at all times remain in full compliance with every term of this agreement, including the following:
  - i. The Developer agrees to continually operate its business on the Property during the term of the Agreement.

CITY  
Oregon, Illinois, a Municipal Corporation

BY: \_\_\_\_\_  
City Manager, City of Oregon

ATTEST:  
\_\_\_\_\_  
City Clerk, City of Oregon

DEVELOPER  
Jen's Artisan Breads Ltd., a Limited  
Company.

BY: \_\_\_\_\_

Name: \_\_\_\_\_

and

**Jennifer Koertner**

\_\_\_\_\_

# EXHIBIT 1

## SUMMARY OF ESTIMATED ECD ELIGIBLE PROJECT COSTS

### **Jen's Artisan Breads Ltd., and Jennifer Koertner in the City of Oregon, Ogle County, Illinois**

Project Description: The Developer is leasing the commercial building located on the Property for the operation of a bakery.

Street Location: 410 W Washington Street, Oregon, Illinois

PIN#: 16-03-159-015

#### **Estimated Eligible Project Costs:**

Lease Payments (Year 1) .....	<u>\$4,500</u>
<b>Total Estimated Eligible Project Costs*</b> .....	<b>\$4,500</b>

\*The City's reimbursement of Eligible Project Costs to the Developer shall not exceed **50%** of the monthly lease payments or **\$375.00**, whichever is less, up to a total maximum amount of **\$4,500.00**, as set forth in this Redevelopment Agreement.





City of Oregon  
FACADE IMPROVEMENT MATCHING GRANT PROGRAM

**APPLICATION**

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

Jennifer & Nicholas Brooks

---

2. **Business Name and Address:**

Brooks Jewelers, 113 N. 4th St., Oregon, IL

---

3. **Phone:** \_\_\_\_\_

4. **Estimated cost of project:**

\$ 7,068.26

Paint

Signage

\$3,651.00

Repair or replacement of windows

Masonry repairs

Awnings

Other Entry door replacement

\$3,417.26

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:** 07/24/24

**Applicant(s) Signature(s)**

6

**Approved**     **Denied**

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_  
**Date**

## Proposed Façade Improvements for Brooks Jewelers

1. Replacement of existing entry door: The current door is an older style that can be difficult to open, and we would like to replace the door to make it more easily accessible. We would also like to make our entry more consistent with other businesses in the downtown area, as well as having the proposed new door open outward to comply with current code.
2. Purchasing business signage: We would like to replace the existing sign from long ago on the end of the building in order to create maximum visibility and promotion not only for our business, but for the other 2 existing businesses within our building. We are also looking to purchase a 2-sided sandblasted sign for the front of our business that offers both a classic and modern look.





← 5' →



**Morley Signs**

*Please*  
**PROOF SKI  
CAREFUL!**

**10' x 5' x 1/8" Thick**

**Proposed Alupanel Sign / 1-**

( 3 ) Digitally Printed Vinyl Graphics... 36" x 5-

**Estimated Cost...**

**\$647. +/-**

*Not  
Included...*

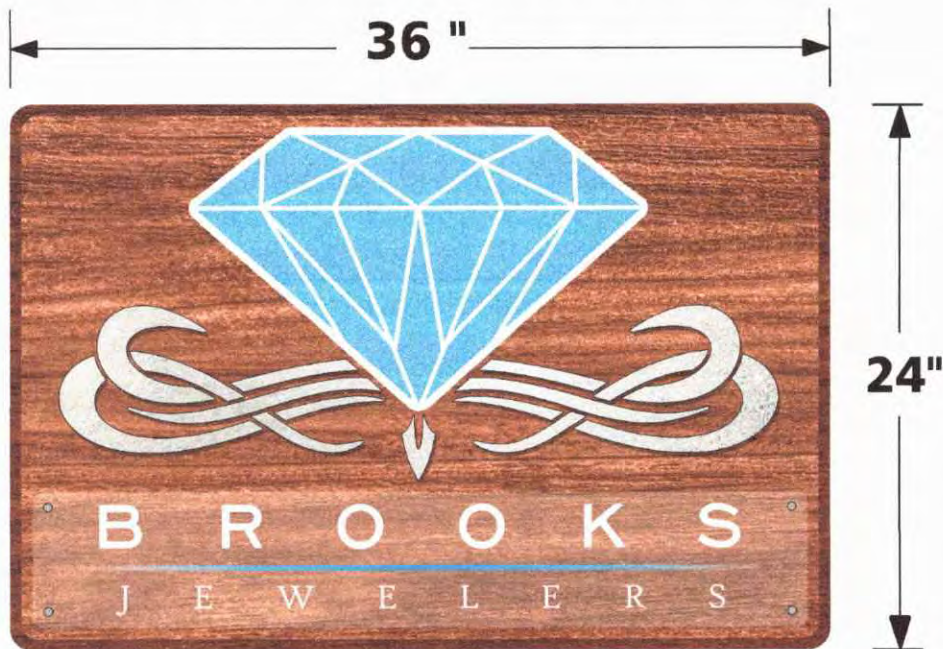
Sign Installation Includi  
Lumber Frame, Hardware To A  
City Permits, Etc. Etc.

**GNATURE OF APPROVAL / DA**

# 2' x 3' x 2" Thick HDU

**Proposed Sandblasted Sign / 2-Sided**  
Combination Blast Stucco / Grain-Frame Technique

w/ 6" x 34" x 1/4" Thick Clear Acrylic Overlays on Alum. Stand-Offs.  
Finished w/ Automotive Grade Urethanes Diamond Heavy Silver Flake w/ Blue Candy  
Scrolls in 22 Karat White Gold Leaf ( Engine Turned )



**Estimated Cost...**

**\$3004. +/-**

**Break-Down...**

Materials, Etc.

**\$1429.**

Labor (21) Hours

**\$1575.**

\_\_\_\_\_  
SIGNATURE OF APPROVAL

\_\_\_\_\_  
DATE



414 WEST 1ST STREET  
DIXON, IL 61021  
TEL: (815) 288-3000  
FAX: (815) 288-3050

ESTIMATE: \_\_\_\_\_

DATE: 6/13/2024  
JOB #: 12667

NAME ADDRESS:

113 N 4th St  
Oregon, IL

ITEM                                      DESCRIPTION                                      QUANTITY                                      PRICE                                      TOTAL

50% DOWN TO PLACE SPECIAL ORDER/ BALANCE UPON COMPLETION

OWNER TO REMOVE EXISTING WOOD DOOR AND SIDE WOOD JAMBS TO PREPARE OPENINGS. DIXON GLASS TO PROVIDE AND INSTALL THE FOLLOWING: (1) KAWNEER CLEAR ANODIZED NARROW STYLE DOOR AND FRAME 38 5/8 X 82. CONTRACTOR TO USE A HEAD RECEPTOR AT THE TOP AND BREAK METAL. NEW DOOR TO HAVE BUTT HINGES, 10" BOTTOM RAIL, THRESHOLD, CLOSER, SWEEPS, STANDARD LOCKING AND PUSH PULL HARDWARE. CONTRACTOR TO CAULK WHERE NEEDED AND OWNER TO DO ALL TRIM WORK.

Materials		2,713.40	2,713.40T
Labor		480.00	480.00

PROPOSAL MUST BE SIGNED \_\_\_\_\_

CUSTOMER MESSAGE:

**Subtotal** \$3,193.40

**Sales Tax (8.25%)** \$223.86

**Dixon Glass Co., Inc - 414 W 1st St. - Dixon, IL 61021** \$3,417.26  
**TEL: (815)288-3000 - FAX: (815)288-3050**

City of Oregon  
FACADE IMPROVEMENT MATCHING GRANT PROGRAM

**APPLICATION**

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

Noel E. Bruns (both business and building owner)

---

2. **Business Name and Address:**

4th and Long, LLC (building)    Ablesoft Solutions, Inc. (business)

---

3. **Phone:** \_\_\_\_\_

4. **Estimated cost of project:**

	\$ 10,485
Paint	1800
Signage	900
Repair or replacement of windows	0
Masonry repairs	0
Awnings	3200
Other <small>Fixed awning tearoff, add siding.</small>	10,885

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

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

Date of Application: 08/01/2024

  
Applicant(s) Signature(s)

\_\_\_\_\_  
Noel E. Bruns

Approved     Denied

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date



# 4th and Long



## Contents

Application.....	2
Application Form .....	2
4. Estimated Cost of Project .....	3
5a. Additional Items.....	4
5a. Current Photo .....	4
5b. Drawings of Proposed Improvements.....	5
5c. Description of Improvements .....	6
Other Unnecessary Information.....	9
4 <sup>th</sup> and Long - History.....	9
Plats of Survey .....	10

# Application

## Application Form

City of Oregon  
FACADE IMPROVEMENT MATCHING GRANT PROGRAM

### APPLICATION

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

Noel E. Bruns (both business and building owner)

2. Business Name and Address:

4th and Long, LLC (building) Ablesoft Solutions, Inc. (business)

3. Phone: \_\_\_\_\_

4. Estimated cost of project:

\$ 10,000

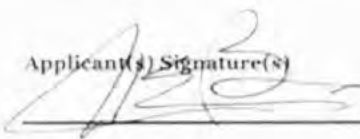
Paint \_\_\_\_\_  
Signage \_\_\_\_\_  
Repair or replacement of windows \_\_\_\_\_  
Masonry repairs \_\_\_\_\_  
Awnings \_\_\_\_\_  
Other (see accompanying application) \_\_\_\_\_

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: 08/01/2024

Applicant(s) Signature(s)



Noel E. Bruns

Approved  Denied

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Facade Rev. 07-2020

With the exception of the new awning, which is quoted below, remaining work is estimated. A formal quote is being provided by Tom Palmgren and is expected no later than August 3, 2024. The quote will be forwarded, when available.

**T. Palmgren Building LLC  
10970 North Illinois Route 2  
Rockford, IL 61102  
(815)703-8541**

**BERG INDUSTRIES, INC.  
(815) 874-1588**

Date: 7/19/2024

Name: 4<sup>th</sup> and Long LLC  
Address: 127 S. 4<sup>th</sup> St.

To Manufacture and install new awning structure and cover and in Sunbrella fabric customers choice of color. Approx. Size 22' (W) x 4' (Proj.) x 3' (Drop)

Material: \$1815.00  
Fabrication/Installation: \$3370.00

**Total Cost: \$5185.00 or \$4800.00**

If you have any questions, please call Zachery at \_\_\_\_\_ or  
e-mail zach@bergtents.com

Signature of purchaser below is our authorization to manufacture (and install) the above merchandise according to terms of contract.

**Required deposit of 50% and balance upon installation**

The above mentioned merchandise will be furnished (and installed) on above mentioned property at that address and same guaranteed against defective materials or faulty workmanship by the seller, but shall not be responsible for damages, loss or delay due to causes beyond our control. Should any adjustment be necessary after installation, the cost of said installation will be pro-rated to date. **NOTE:** It is understood and agreed by the parties hereto that said price quoted above is a cash price only. On accounts over thirty (30) days old a 1.5% per month service charge shall be added to said quoted price and said purchaser agrees to this condition. After acceptance by the purchaser in space below, and signed by seller, this instrument becomes a binding and non-cancelable contract. It then constitutes the entire agreement between the purchaser and seller. No oral terms or representation shall be considered a part of this contract.

\_\_\_\_\_  
Purchaser

**BERG INDUSTRIES, INC.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Salesman

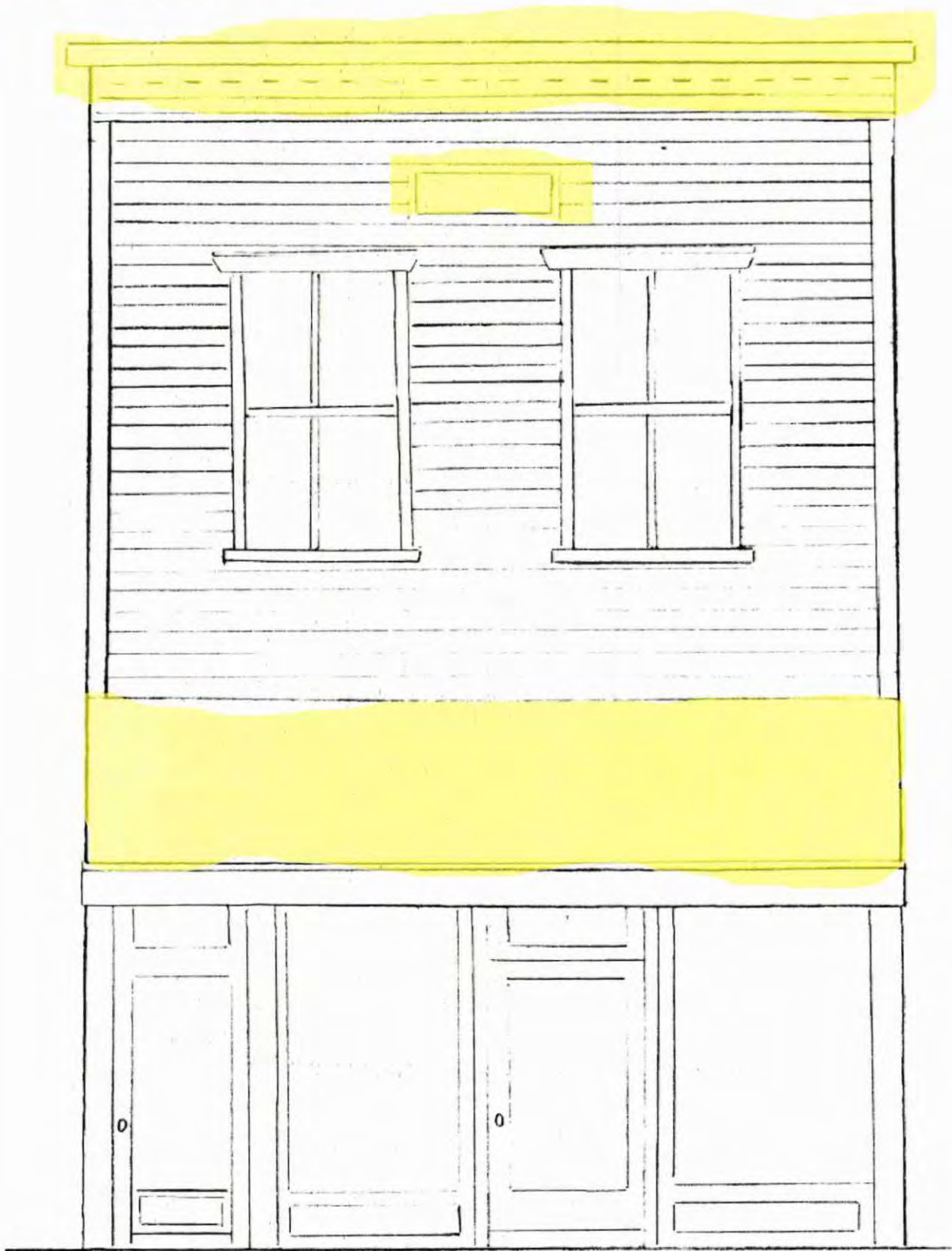
3455 South Mulford Road\*Rockford, IL 61109\*Phone (815) 874-1588\*Fax (815) 874-1766

5a. Additional Items

5a. Current Photo



5b. Drawings of Proposed Improvements



## 5c. Description of Improvements

### *4th and Long*

127 South 4th Street was purchased by Noel and Sally Bruns on December 29, 2012 under the business name of “4th and Long, LLC.” Based on copies of plats of the downtown, it appears the building was constructed in 1893. The building was promptly named, “4th and Long” reflecting its location on 4th street and its long and narrow footprint.

The building contains an upstairs apartment and a mostly open lower commercial space that measures 20’ x 107’. As of September 2012, the upstairs apartment has been completely updated and is currently rented. The lower unit has been split into two possible rental units with a common area for bathrooms, storage, and a conference room. The front office which is exposed to the street, has had the original floors refinished and to the extent practical, will retain a traditional look. Noel’s company, Ablesoft Solutions, will move to this space in the end of October, 2012.

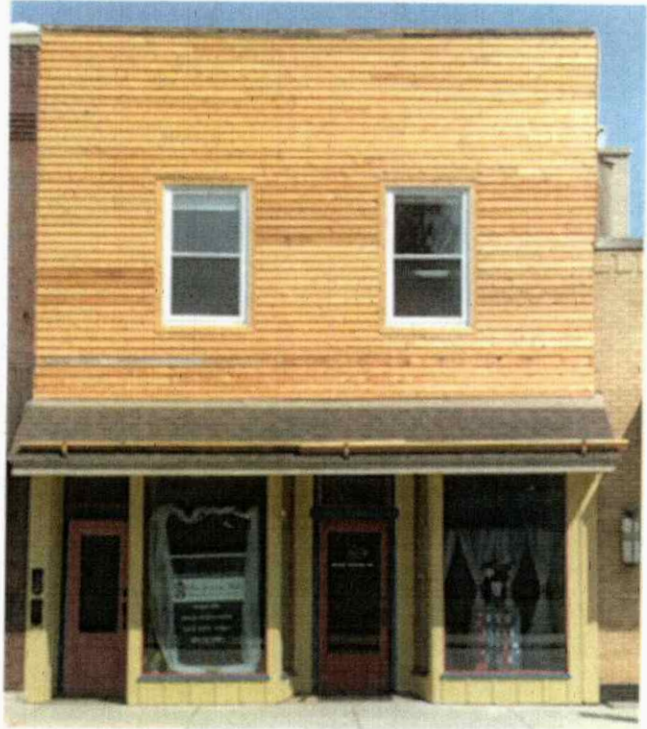
### *Description of Previous Façade Upgrade*

The overall design is largely guided by recommendations provided by BW Consultants, Inc. but will be further enhanced based on historical information and will be involved in further aspects of design, including color selection. Work will largely be performed by Tom Palmgren, Rockford.

Initial repairs were made in the spring of 2013. The façade’s old siding was replaced with ¾” x 6” beveled cedar siding. The existing apartment door had been severely damaged due to several reconfigurations. Wiggale Construction, Oregon, fabricated an exact replacement. A new lock simulating the storefront lock, has been added. The existing mailboxes were damaged and had been replaced by two vintage black Griswold cast iron mailboxes, model 105/106, circa 1900’s.

### *Additional Proposed Upgrades*

The existing awning will be removed and the resulting gap will be sided with ¾” x 6” beveled cedar siding. Dental work will be added to the top of the building and a building sign will be added. The entire façade will be repainted. A new fabric awning will be added with the business name. Though colors have not been selected, period colors are desired and in addition to existing samples on the application form, city recommendations will be welcome.



**Immediate Recommendations**

Inspect parapet flashing. Ensure that it is watertight.

Remove snap-in muntins and applied shutters from both windows. They are too residential in appearance and therefore not historically appropriate.

Reinstall missing wood trim pieces. Repaint the wood with a quality exterior latex paint such as Sherwin Williams Duration (satin).

The area above the storefront and below the windows should be utilized for signage, which is currently non-existent. A horizontal sign would be very appropriate here.

Should the opportunity arise to replace the existing Masonite-type shingle siding, refer to historic photos as guidance for appropriate replacement materials. Likely, the original siding was narrow plank clapboard. Smooth-faced Artisan Lap siding (fiber cement) by James Hardie would be an acceptable replacement instead of wood.

Remove rigid canopy. It can be replaced with a shed-shaped fabric awning.

Enlarge transom to fill the width of the original opening. Use the other historic transom as a guide.

Retain historic wood doors. On the left door, replace missing bottom panel, above the bottom rail.

Investigate presence of any historic bulkheads behind the existing siding. Use historic photos for additional reference.



**b.w**

B-W Consultants, Inc.

1127 Third Street, East  
Springfield, Illinois 62761  
Tel: 217.244.1427 Fax: 217.244.1428

Client:



Project:

127 S. Fourth St. Facade Study



© 2009 B-W Consultants, Inc.

B-W Consultants, Inc. and its officers, directors, and employees, are not licensed architects or engineers. Information provided herein is not a substitute for the advice of licensed architect or engineer and may not be adequate to commence construction in states (states, municipalities or other areas where architect-stamped drawings are required). Please verify all applicable building codes and applicable requirements prior to commencing construction.

The included recommendations were developed in accordance with the Secretary of the Interior's Standards for Rehabilitation Standards. Projects required to meet the standards must be reviewed and approved by the State Historic Preservation Office (SHPO) prior to commencing construction.

Project: 127 S. Fourth St.

Location: Oregon, Illinois

Title: Facade recommendations

Date: April, 2009

Scale: NTS

Project #: 09-01-001

Sheet: 1/1



## Other Unnecessary Information

### 4<sup>th</sup> and Long - History

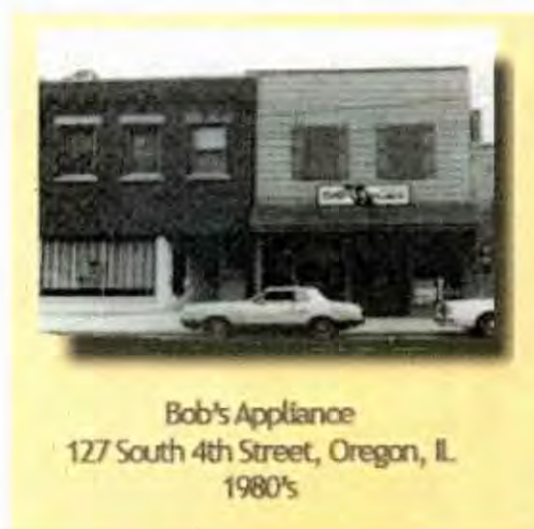
127 South Fourth Street tells a dynamic story of the past. Utilized in various contexts, this building contributes to Oregon's Commercial Historic District, and is included in the National Register of Historic Places.

Before Oregon became a city, the land was previously held by the Potawatomi and Winnebago Indian tribes. The first European to visit the land was pioneer John Phelps. Phelps discovered a forest and river-fed valley, which impressed him enough to return and organize what would later become Oregon, Illinois. Phelps remarked, "These beautiful, undulating, and rich prairies left an impression on my memory that no time could erase."

The city and surrounding area boasts a vibrant past, with many interesting details for the enthusiastic historian. According to the book, "The Story of Oregon, IL", the building at 127 South Fourth Street was built in the early 1900's for purposes of selling hardware and household provisions. Since then, 127 has served as home for several businesses, each with a story of their own.

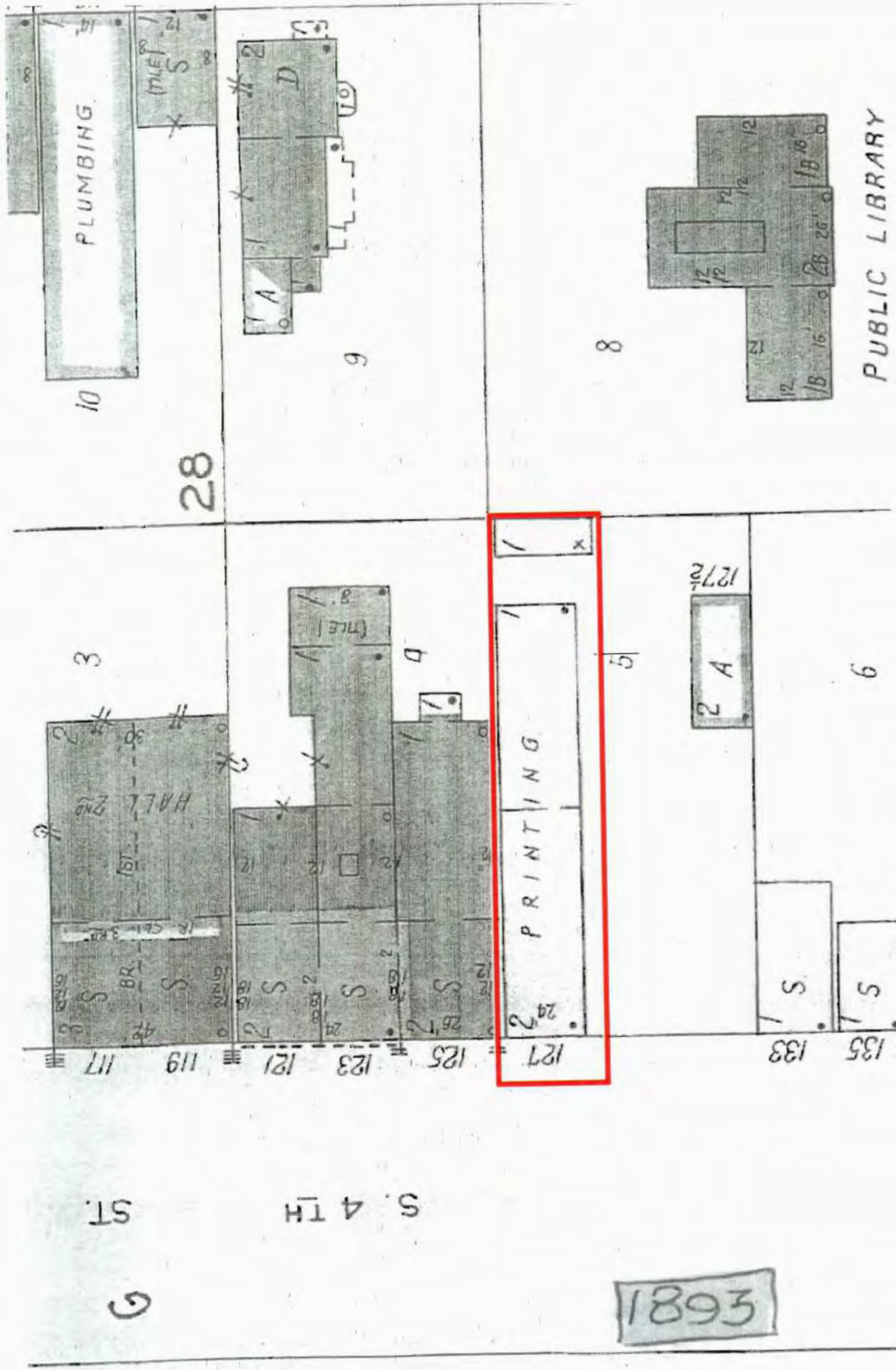
- (? – Next door – 129 see 1899 plat)
- Printing Shop (1894)
- Furniture, coffin maker, repair shop (1899)
- Sal (?) – 1905
- "Clo. B. & S." in front. "Clo. Old" in back. - 1913
- Funeral home
- The Republican Reporter newspaper
- Christensen Furniture
- Flowers and gifts - Phyl's Flowers and Hummel's Flowers
- Chasm's pet shop on the second floor
- Gift Shops - Heart in Hand gifts
- Residential upstairs apartment

Today we celebrate the story of 127 South Fourth Street by revitalizing the building in a manner that honors its history and character, and reaffirms the creativity, innovation, and entrepreneurship from the past.

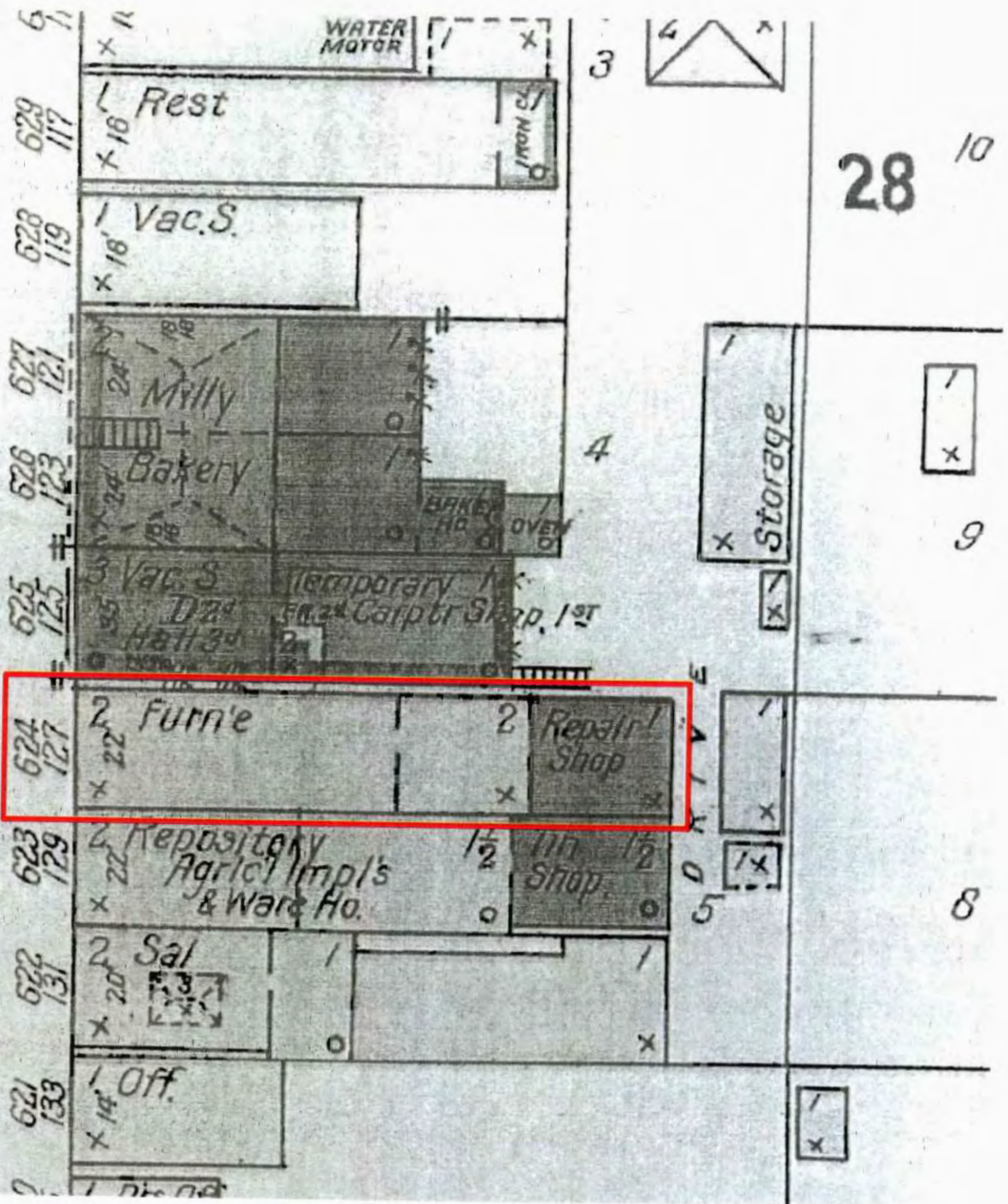


Plats of Survey

1893

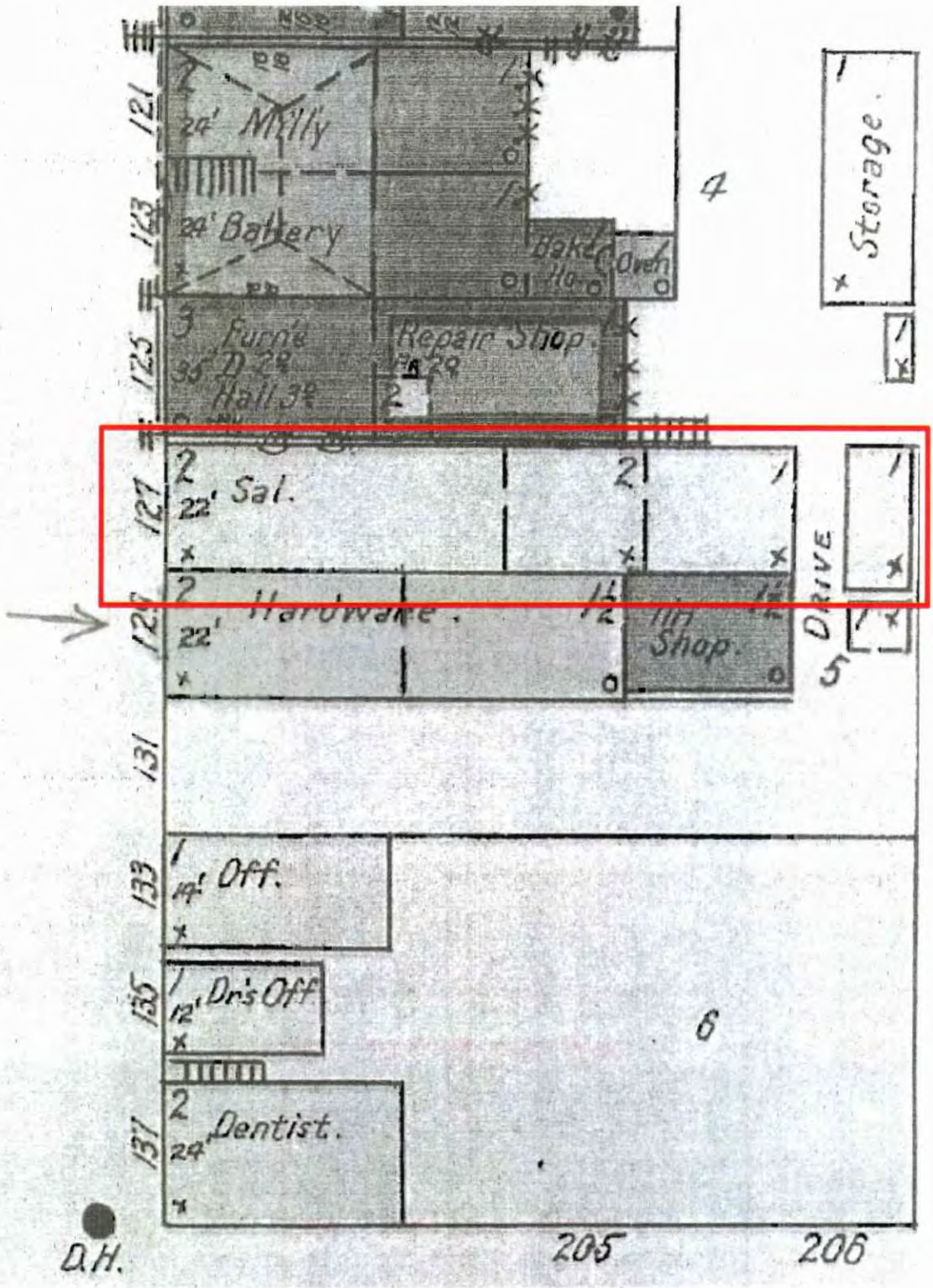


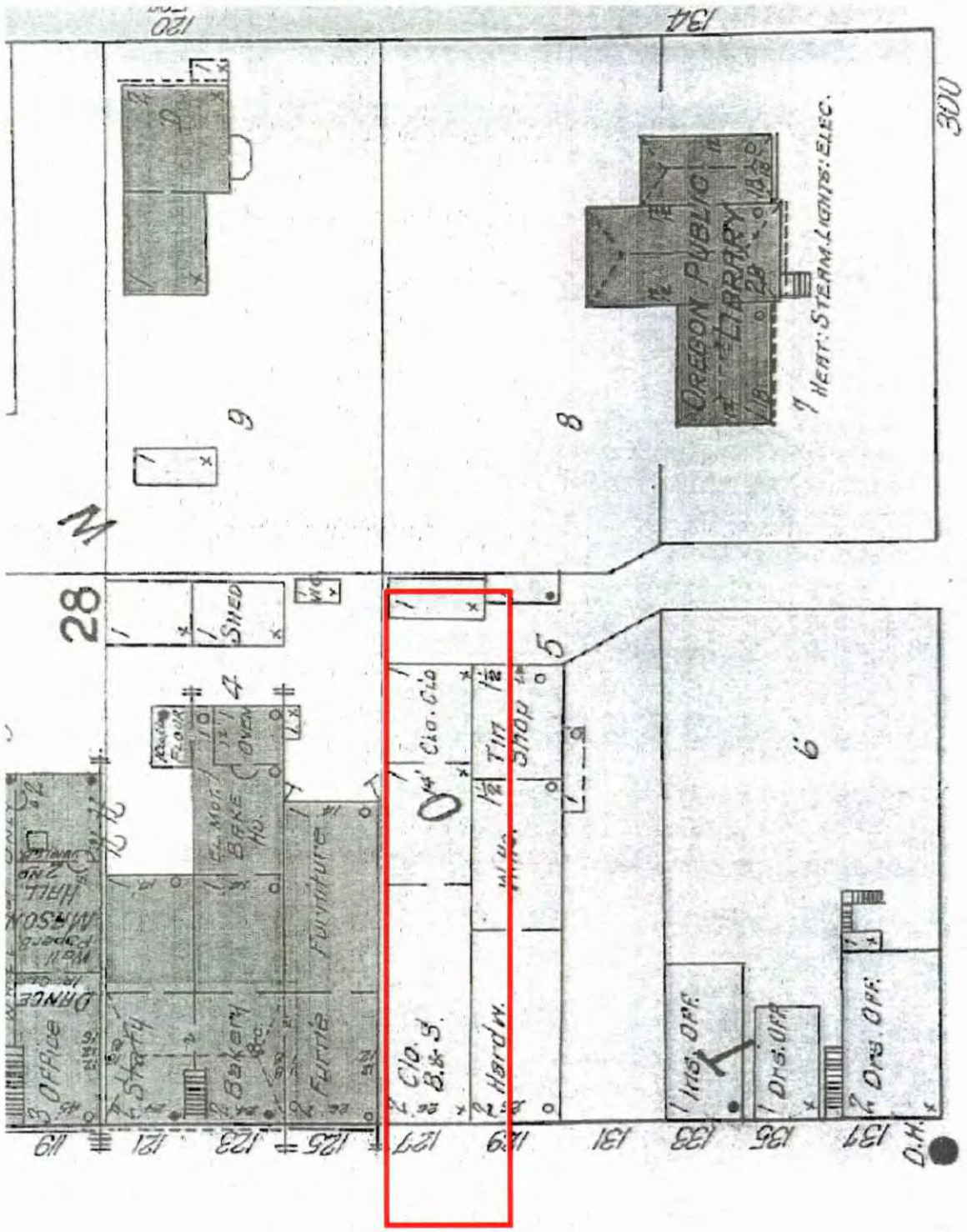
S. 4<sup>TH</sup>



S. 4TH

1905





1913



**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN  
BOARD OF EDUCATION OF THE  
OREGON COMMUNITY UNIT SCHOOL DISTRICT NO. 220  
AND  
CITY OF OREGON  
FOR A SCHOOL RESOURCE OFFICER PROGRAM**

THIS INTERGOVERNMENTAL AGREEMENT, is made by and between the City of Oregon (“City”) and the Board of Education of the Oregon Community Unit School District No. 220 (“Board” or “District”), both located within Ogle County, Illinois.

**WITNESSETH:**

**WHEREAS**, the Board operates Oregon High School, located at 210 South 10th Street, and Oregon Elementary School, located at 1150 Jefferson Street, all within Oregon, Illinois and all of which are situated within the City's jurisdiction; (each is hereinafter referred to individually as a “School” and collectively as the “Schools”); and

**WHEREAS**, the City operates the Oregon Police Department (“Police Department”), which provides police services within the City's jurisdiction; and

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), provide that units of local government and school districts may contract with one another to perform any activity not prohibited by law; and

**WHEREAS**, the City and the Board are public agencies pursuant to Section 2, subsection (1) of the Intergovernmental Cooperation Act, (5 ILCS 220/2); and

**WHEREAS**, the Board desires the services of one of the City's police officers to perform the duties of a School Resource Officer (“SRO”) at the Schools; and

**WHEREAS**, the City and the Board have determined it to be in the best interests of all parties to enter into this Agreement for the public safety of the citizens of Ogle County and to provide said services to the Schools in order to prevent crime and maintain the safety and order of the citizens of Ogle County on school property.

**NOW THEREFORE**, in consideration of the mutual promises, covenants, conditions, and other valuable consideration, the receipt and sufficiency whereof are herein acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. **Term and Termination.** This Agreement shall commence on the date of signature and

shall continue indefinitely. The District or the City may terminate this Agreement by providing at least sixty (60) days' advance written notice to the other parties of its intent to terminate.

3. **Assignment and Selection of the SRO.** The City shall have sole authority to assign one or more police officers to act as the SRO at the Schools. The SRO must possess the qualifications set forth on Appendix B, which is attached hereto and incorporated herein by reference. The Chief of Police (or her/his designee) will select the police officer(s) who will serve as the SRO. The selected officer will be presented to the Superintendent of the District (or his/her designee). The Superintendent shall be entitled to hold interviews of the selected police officer prior to final selection. At any time during the term of this Agreement, the City reserves the right to replace or temporarily substitute the SRO with another police officer who possesses the qualifications set forth on Appendix B. Upon request the District at any time during the term of this Agreement, the City shall replace the SRO with another police officer who meets the criteria set forth in Appendix B, if the District provides the City with a written request setting forth the rationale for the requested replacement.
  
4. **Employment of the SRO.** The SRO shall remain an employee of the City and shall be at all times subject to the administration, supervision, and control of the City, except as such administration, supervision and control are subject to the terms and conditions of this Agreement. The City shall at all times be considered the SRO's employer and the City shall retain direction and control of the work and conduct of the SRO not inconsistent with the duties of the SRO as set forth in this Agreement and shall be solely responsible for payment and provision to the SRO of salary and any other benefits, including overtime, to which the SRO is entitled as an employee of the City. The City is responsible for making necessary tax and other withholdings from the SRO's pay, and for making all necessary tax and other employment-related payments and filings. The SRO shall be covered by the City's worker's compensation insurance. Because the SRO is an employee of the City, the City, in its sole discretion, shall have the power and authority to hire, direct discharge, and discipline the SRO.
  - a. Because the SRO is a police officer for the City, the SRO shall have those responsibilities, duties and the authority of a police officer while performing as the SRO pursuant to this Agreement, except as limited herein. As such, the SRO shall be armed (with the City's issued firearm) at all times.
  - b. Because the SRO is a police officer for the City, the District understands that the SRO may be called away from the Schools for an emergency and/or officer safety incident. The SRO will return immediately to the Schools once the incident is secure and exigent circumstances no longer exist or a temporary replacement will be assigned to the Schools until the SRO can resume his/her duties.
  
5. **Compensation.** The District agrees to pay the City \$75,000 per annum for FY 25-26, and both parties mutually agree to re-negotiate compensation for the 2027-2028 school year. On a quarterly basis, the City shall send to the District an invoice for the amount owed for



the prior quarter, which invoice shall provide the amounts due in detail. The District shall pay the amounts due in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.). The City shall also provide services to the District during extracurricular events as set forth on Appendix A, at no additional cost to the District. The District will provide the City and the SRO with a schedule of such extracurricular events prior to the beginning of each school year.

6. **Duties of the SRO.** The SRO shall perform the duties described on Appendix C, which is attached hereto and incorporated herein by reference. The SRO shall coordinate all of his/her activities with the School Principal and appropriate staff members and will seek permission, advice and guidance prior to enacting any program within the Schools. During his/her duties, the SRO shall regularly communicate and cooperate with the School Principal.
7. **SRO Work Schedule.** The SRO shall provide services to the District at times and locations as specified in Appendix A, which is attached hereto and incorporated herein by reference. While on duty at the Schools and serving in the capacity as SRO, the SRO shall wear his/her Police Department issued uniform and provide services at the Schools on a per-week, full-time basis. Any adjustment to the SRO's schedule shall be subject to the agreement of the City and the District. If, for any reason, the SRO is absent on a day that he/she is assigned to work at the Schools, the City shall assign another police officer who meets the qualifications to perform the SRO duties, if such substitute SRO is available for duty, at no additional cost to the District. If no substitute SRO is provided, the City shall credit the reduced amount towards the following quarter's invoice.
8. **Copy of Agreement.** The City shall provide each SRO with a copy of this Agreement, including Appendices A, B, C, and D and shall require the SRO to provide a signed acknowledgement that he/she has received and reviewed this Agreement. Upon request, the City shall provide the District with a copy of said signed acknowledgement.
9. **Program Review.** The parties acknowledge that the inception of the SRO Program for school year 2021-2022 (or a portion thereof), and its operation during that term, may result in need for certain amendments, modification, or other changes to the SRO Program as a result of that experience, and the parties hereby agree that they will cooperate with one another in good faith in the event such modifications, amendments, or changes become needful or appropriate for the SRO Program. The City shall cooperate with the District to prepare a report for the District's review upon request.
10. **Compliance with Board Policies and Procedure: Discipline.**
  - a. The SRO shall comply with applicable Board policies in the course of his/her duties, and any other operating procedures that are agreed upon by the parties, provided that copies of such policies have been provided to the SRO in advance and do not conflict with the SRO's duties as a sworn police officer or with this Agreement.
  - b. If, at any time while on duty at the Schools, the SRO commits any act or engages in any conduct which the District believes contravenes policy or law and for which

discipline of the offending SRO is appropriate, the District shall refer the matter to the City, and the City agrees that it will initiate such disciplinary proceedings, in accordance with its established personnel handbook and the applicable collective bargaining agreement for the unit of which the SRO is a member, and diligently prosecute such proceeding. Provided, however, that any final resolution of the proceeding shall be within the control and discretion of the City.

- c. Neither the SRO nor the Police Department shall use any District property as a booking station in violation of Section 10-20.60 of the School Code (105 ILCS 5/10- 20.60).

**11. Body Cameras.** The SRO shall use his or her body camera in accordance with the *Law Enforcement Officer-Worn Body Camera Act* (50 ILCS 706/10-1 et seq.), other applicable federal and Illinois law. The SRO will also comply with the *Officer-Worn Body Protocols*, attached hereto as Appendix D, and hereby incorporated into the Agreement. Such protocols will supplement the policy implemented by the City pursuant to the foregoing Act. Prior to use of body cameras in the District, the City will provide written information and training to appropriate school employees concerning the objectives and procedures for the use of body cameras in the District. If the SRO is equipped with a body camera, he/she shall be trained in the operation of the equipment prior to its use.

**12. Compliance with Laws.** The parties shall comply with all applicable laws, ordinances, rules, regulations and codes in performing their respective obligations hereunder and all agreements between the parties, including any reciprocal reporting agreement entered into by the Parties.

**13. Access to Records.**

a. District Records. The Parties acknowledge and agree that all student, personnel, medical, and District-related business records generated by District's employees or students shall be the property of the District. The Parties agree to comply with all state and federal laws, including, but not limited to, the *Illinois School Student Records Act* (105 ILCS 10/1 et seq.), the *Illinois Mental Health and Developmental Disabilities Confidentiality Act* (740 ILCS 110/1 et seq.), the federal *Family Educational Rights and Privacy Act* (20 U.S.C. § 1232g; 34 C.F.R. Part 99), *Health Insurance Portability and Accountability Act of 1996* (45 C.F.R. Parts 160 and 164), the *Illinois Personnel Records Review Act* (820 ILCS 40/1 et seq.), and all rules and regulations governing the release of student, personnel, and medical records. The SRO may have access to personally identifiable information ("PII") in student records as follows:

- i. The SRO may have access to "directory information" of students as needed to perform duties.
- ii. The SRO may have access to live feed of security cameras in the District pursuant to authorization of the Superintendent or Principal. Recorded camera footage may constitute student record information if identifiable students are the focus of the footage. As such, recorded camera footage will be treated as student record information pursuant to Paragraph (a)(iii) below.
- iii. The SRO may have access to other (non-directory) student record information

pursuant to the following legal guidelines, as interpreted and approved by the Superintendent or Principal:

1. The SRO may receive PII from the District as a “school official” performing SRO duties under this Agreement when the SRO has a direct and legitimate educational interest in the student. A “legitimate educational interest” shall include promoting school safety and physical security of the students. The PII must remain under the direct control of the District, and the SRO may use information obtained as a school official only for the purposes for which it is obtained, and will not disclose such information to third parties, including other employees of the Police Department who are not acting as school officials, unless consent of the parent (or student age 18 or older) is obtained or an exception to the statutory consent rule applies.
2. The SRO may receive from the District PII related to student criminal activity pursuant to an applicable reciprocal reporting agreement entered into between the District and the City (“Reciprocal Reporting Agreement”), when necessary for the discharge of his/her official duties to effectively serve, prior to adjudication, the student whose records are released. Such a record release is subject to the terms of the Reciprocal Reporting Agreement, and the SRO will not disclose that information to third parties outside the Police Department.
3. In an emergency, as determined by the Superintendent or School Principal. Notwithstanding the termination of this Agreement for any reason, the confidentiality provisions set forth in this Agreement shall continue in full force and effect following such termination.

- b. **Law Enforcement Records.** The parties acknowledge and agree that all records generated by the SRO in connection with the performance of services under this Agreement shall be the property of the City and may constitute law enforcement records. In accordance with law, all records generated and maintained solely by the SRO and the City shall not constitute student records. If the SRO utilizes a body camera, it shall be used in accordance with the Law Enforcement Officer-Worn Body Camera Act (50 ILCS 701/10-1 et seq.) and other applicable federal and Illinois law and described in Paragraph 11 of this Agreement. Prior to the SRO’s use of a body camera in the District, the City shall provide to the District a copy of the Police Department’s written policy regarding the use of body cameras adopted in accordance with the foregoing Act, including, but not limited to, the Police Department’s policy for when the cameras will be turned on while the officer is on duty in the schools and the expectations of privacy of the District’s students, invitees, and employees, and the District and City shall determine appropriate procedures for flagging recordings related to incidents in the schools for retention by the City and for access by the District as otherwise allowed by law. Prior to use of body cameras in the District, the City will provide written information and training to appropriate school employees concerning the objectives and procedures for the use of body cameras in the District. If the SRO is equipped with a body camera, he/she shall be trained in the operation of the equipment prior to its use.
- c. **Other Applicable Agreements.** This Agreement shall be interpreted in conjunction with other applicable agreements in effect between the Board and the City.

14. **Law Enforcement Actions and Safety Interventions.** Except as provided in Paragraph 15, the SRO may initiate appropriate law enforcement actions to address criminal matters, including matters that threaten the safety of the School or its occupants, and/or intervene with staff or students (with or without a referral from School staff) when necessary to ensure the immediate safety of person in the School environment in light of an actual or imminent threat to health or safety. Any such intervention shall be reasonable in scope and duration in light of the nature of the circumstances presented and shall be reasonably calculated to protect the physical safety of members of the School community while minimizing, to the extent possible, any negative effects on students. All law enforcement actions and interventions shall be consistent with all applicable laws, regulations, and policies.

Use of force may be implemented pursuant to Police Department policies, procedures and protocols, as well as applicable laws.

When practical or as soon as possible after making a request, the SRO shall advise the School Principal before requesting additional law enforcement assistance on campus and shall request such assistance only when necessary to protect the safety or security of members of the school community.

- a. **Investigations, Interviews and Arrests.** Criminal investigations, interviews and arrests by the SRO will be conducted in accordance with all applicable legal requirements, including all applicable laws, regulations, and policies governing the use of force, interviews, searches and arrests. If the SRO interviews, searches, or arrests a student at school, all reasonable efforts will be made to protect the student's privacy. The SRO shall comply with Board Policy 7:150, Agency and Police Interviews, and its accompanying administrative procedure, regarding law enforcement interviews as follows, unless such compliance is impracticable due to an immediate threat to safety:
- i. The SRO shall promptly notify the School Principal whenever he/she seeks to question a student in an investigative manner or to take any direct law enforcement action against a student.
  - ii. If applicable, the School Principal will check the warrants for arrest, search warrants, or subpoenas to be served.
  - iii. Before detaining and questioning a student on school grounds who is under 18 years of age and who is suspected of committing a criminal act, the SRO must do all of the following:
    1. Ensure that notification or attempted notification of the student's parent or guardian is made.
    2. Document the time and manner in which the notification or attempted notification under paragraph (i) occurred.
    3. Make reasonable efforts to ensure that the student's parent or guardian is present during the questioning or, if the parent or guardian is not present, ensure that school personnel, including, but not limited to, a school social worker, a school psychologist, a school nurse, a school guidance counselor, or any other mental health professional, are present during the questioning.
  - iv. Interviews will be conducted in a private setting. If the parent(s)/guardian(s) are

absent the School Principal and one other adult witness selected by the SRO will be present during the interview.

- v. No minor student shall be removed from the School by the SRO without consent of the parent(s)/guardian(s), except upon service of a valid warrant of arrest, in cases of warrantless temporary protective custody, or as otherwise permitted by law.
  - vi. At no time shall the SRO request that any District employee act as an agent of the SRO or law enforcement in any interview.
- b. Searches. The SRO shall be aware of and must comply with all applicable laws, regulations and policies governing searches of person and property while performing services pursuant to this Agreement. In particular, the SRO shall be aware of the differing standards governing searches by law enforcement officers for law enforcement purposes as compared with searches by school officials in connection with student discipline. At no time shall the SRO request that any District employee lead or conduct a search of a student for law enforcement purposes.

**15. School Discipline.** District administration shall be solely responsible for implementing student discipline rules, policies and procedures, and investigating any violations of school rules, policies and procedures. District administration, not the SRO, has primary responsibility for maintaining order in the school environment and for investigating and responding to student discipline matters. The SRO shall refer any concerns related to a student to the School Principal or designee and shall not independently investigate or administer consequences for violations of student disciplinary rules, policies or procedures. The SRO shall not have any involvement in routine disciplinary matters, such as tardies, loitering, noncompliance, the use of inappropriate language, dress code violations, classroom disruptions, disrespectful behavior, fighting that does not involve a threat of immediate physical injury or a weapon, disorderly conduct, and other comparable infractions of school rules, unless specifically requested by the School Principal (or his/her designee). School officials shall only request SRO assistance when necessary to protect the immediate physical safety of students, faculty, staff and others in the School environment or when a student engages in criminal activity that is of a more serious nature than the routine student discipline matters listed above. This does not prohibit the SRO from investigating student conduct that involves violations of law, even if the same student conduct that violates the law also results in disciplinary action by District administration, as provided in Paragraph 15, Joint Law Enforcement and School Discipline Investigations, below.

- a. Searches. The SRO shall not conduct or participate in searches of students or their belongings in School disciplinary investigation unless his/her assistance is requested by School authorities to maintain a safe and secure school environment.

When requested to assist with a search by School authorities, the SRO shall comply with Board Policy 7:140, Search and Seizure, and related administrative procedures as follows:

- i. At the request of the school authorities, the SRO may search a student and/or the student's personal effects in the student's possession (such as purses, wallets,

knapsacks, book bags, lunch boxes, etc.) when there is a reasonable ground for suspecting that the search will produce evidence the particular student has violated or is violating the law or school rules, policies and procedures. The search itself must be conducted in a manner that is reasonably related to its objective and not excessively intrusive in light of the student's age, sex, and the nature of the infraction. The SRO may not use any evidence gathered in the course of such search for criminal prosecutions of any students.

- ii. When possible, the search should be conducted:
  - 1. Outside the view of others, including students;
  - 2. In the presence of a School administrator or adult witness; and
  - 3. By a certified employee of the District or an SRO of the same sex as the student.
- iii. Immediately following a search, the SRO shall make a written report and provide it to the District Superintendent.

b. Interviews. The SRO will not be involved in interviews of students initiated and conducted by School authorities in disciplinary matters unless requested by School authorities to maintain a safe and secure School environment. If the SRO's presence is requested under these circumstances, the SRO shall confine his/her involvement to what is reasonably necessary to protect the safety and security of member of the School community and shall not lead the investigation or actively interview students.

16. **Joint Law Enforcement and School Discipline Investigations.** In cases where School disciplinary investigations and law enforcement investigations into criminal activity overlap and relate to matters affecting health and safety (e.g. when both the School authorities and the SRO are investigating matters related to the presence of drugs or weapons on campus), it may be appropriate for School authorities and the SRO to work in tandem. In such circumstances, the SRO shall be mindful and clarify his/her role as a law enforcement officer conducting a law enforcement investigation when interviewing student witnesses, particularly students suspected of criminal wrongdoing.
17. **Training.** The City and the District acknowledge that the SRO must receive appropriate and current training in order to fulfill his/her duties as a school resource officer. As a result, the Parties shall work cooperatively to ensure the SRO receives appropriate in-service training, such as updates in the law, in-service firearm training, and training specific to the duties of a school resource officer and working with high school age students. The District may also require the SRO to attend other relevant trainings, including but not limited to, trainings about appropriate use of restraint involving special needs students, use of opioid antagonists, in Board policies, and the District's regulations and procedures.
18. **Insurance.** Each party shall keep in force at all times during the term of this Agreement, Commercial General Liability Insurance, on an occurrence basis, with limits of not less than \$3,000,000 per occurrence and in the aggregate. Within seven (7) days of the last party's execution of this Agreement, each party shall furnish to the other a certificate of the insurance evidencing the insurance required under this Agreement. Each party may satisfy the insurance obligations under this Paragraph by utilizing excess or umbrella insurance. For purposes of this Paragraph, insurance may be provided through a self-insured

intergovernmental risk pool or agency or through the party's self-insurance. Each party shall name the other parties as Indemnitees (as defined in Paragraph 19) as additional insureds on all insurance required hereunder. To the fullest extent permitted by each insurance policy and without invalidating any coverage thereunder, the parties waive any right of subrogation that they or any of their agents may have against any of the other party's Indemnitees.

- 19. Mutual Indemnification.** The District shall indemnify and hold the City and its officers, agents, and employees ("City Indemnitees") harmless from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorney's fees arising out of, proximately caused by or incurred by reason of any of negligent or willful acts or omissions of the District and their employees related to this Agreement, subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act* (745 ILCS 10/1 et seq.), or otherwise provided by law.

The City shall indemnify, defend and hold the District, their individual Board members, agents, and employees ("the District Indemnitees") harmless of and from any and all liabilities, losses, costs, demands, damages, actions or causes of action, including reasonable attorneys' fees arising out of, proximately caused by or incurred by reasons of any negligent or willful act or omission by the SRO, or breach of this Agreement, subject, however, to any defenses or limitations of liability permitted under the *Local Governmental and Governmental Employees Tort Immunity Act* (745 ILCS 10/1 et seq.), or otherwise provided by law.

- 20. Notices.** Any notices required under this Agreement may be sent to the respective parties at the following respective addresses:

To the District: Oregon Community Unit School District 220  
206 South 10th Street  
Oregon, IL 61061  
Attn: Superintendent

With a copy to: Hodges, Loizzi, Eisenhammer, Rodick & Kohn LLP  
3030 Salt Creek Lane, Suite 202  
Arlington Heights, Illinois 60005  
Attn: Heather K. Brickman

To the City: City of Oregon Police Department  
115 North 3rd Street. Oregon IL 61061  
Attn: Chief of Police

With a copy to: City of Oregon  
115 North 3rd Street Oregon, IL 61061  
Attn: City Manager

or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, overnight delivery with proof of delivery, or by registered mail, return receipt requested, with proof of delivery thereof. Mailed notices shall be deemed effective on the day of deposit; all other notices shall be effective when delivered.

- 21. **Complete Understanding and Amendments.** This Agreement sets forth all the terms and conditions, and agreements and understandings between the parties relative to the subject matter hereof. No modifications, amendments, or waiver of any provision hereto shall be valid and binding unless in writing and signed by all parties.
- 22. **Successors and Assigns.** This Agreement shall be binding upon, apply and inure to the benefit of each party and their respective legal representatives, successors and assigns.
- 23. **Governing Law.** This Agreement and the rights and responsibilities of the parties hereto shall be interpreted and enforced in accordance with the laws of the State of Illinois.
- 24. **Authority to Execute.** Each signatory hereto represents and warrants that he/she has the proper and necessary corporate authority to execute this Agreement and bind his/her entity to the terms and conditions of this Agreement, and that the same has been duly approved and/or adopted by the governing board of the entity at a duly convened public meeting. This Agreement shall be binding only when adopted and/or approved by the governing body of each party hereto.
- 25. **Waiver.** The failure of either party to demand strict performance of the terms and conditions of this Agreement on any one occasion shall not be deemed a waiver to demand strict performance on any future occasion.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals all as of the day(s) and year(s) written below.

**CITY OF OREGON, ILLINOIS,  
an Illinois Municipal Corporation**

**BOARD OF EDUCATION OF  
OREGON COMMUNIYT UNIT  
SCHOOL DISTRICT NO. 220**

\_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

\_\_\_\_\_  
President  
Date: \_\_\_\_\_

ATTEST:  
  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:  
  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



## APPENDIX A

**Regular Work Schedule:** 7:30 am to 3:30 pm

During regular school days when students are in attendance.

**Days of Student Attendance:** 176 days.

**Additional Days of Attendance for Staff:** 4 in-service days.

**By mutual agreement the days in which the SRO is required to be at the school may be adjusted.**

**School Buildings:** Oregon High School (Primary)  
Oregon Elementary School David L. Rahn Junior High

**Extracurricular Events:** Any additional staffing will be requested

The SRO will be present during the following extracurricular events. If the SRO is unavailable for the event a substitute Officer will be present.

- 1) Homecoming Dance
- 2) Prom
- 3) David L. Rahn Jr. High Promotion
- 4) Oregon High School Graduation

## **APPENDIX B**

### **QUALIFICATIONS OF THE SRO**

1. Be a certified police officer with the Oregon Police Department;
2. Have at least five (5) years of experience working as a police officer with an Illinois law enforcement agency;
3. Successful completion of ALICE training
4. Have experience working with youths;
5. Have a strong verbal, written and interpersonal skills, including public speaking;
6. The SRO (and, for any replacement SRO, prior to assuming duties, unless an exception is granted by the District):will have completed the following training regarding the duties and responsibilities of a school resource officer.:
  - a. Certification through the school resource officer course provided by the Illinois Law Enforcement Training and Standards Board under 50 ILCS 705/10.22. The City will not apply for a waiver to these training requirements without the consent of the District.
  - b. Implicit bias and racial and ethnic sensitivity training approved by the Oregon Police Department. This training is in addition to any training on this subject matter provided through the Illinois Law Enforcement Training and Standards Board.
7. The SRO will provide a copy of a certificate attesting to his or her successful completion of the training requirements in Section 17 and Appendix C.
8. Possess sufficient knowledge of the applicable Federal and State laws, County ordinances, and Board policies and regulations;
9. Be able to function as a strong role model for students in the District; and
10. Possess an even temperament and set a good example for students.

## APPENDIX C

### DUTIES OF THE SRO

The SRO shall perform the following duties with due diligence and to the best of his/her ability:

1. Serve as a counselor and/or referral source for students with problems in which the SRO's law enforcement expertise may be helpful;
2. Conduct presentations and/or trainings on law, law enforcement issues, individual liberties and social responsibilities;
3. Be available to students, faculty, parents, and School and community organizations as a resource;
4. Work with parents, law enforcement, and social service agencies on matters that may affect the Schools;
5. Work cooperatively with other law enforcement agencies, including neighboring law enforcement entities, to fulfill the duties described hereunder;
6. Enforce State and local criminal laws and ordinances and to take appropriate action in response to violations of the law;
7. Maintain a high level of visibility during school entrance and dismissal times as well as during passing periods;
8. Meet with building administrators to advise them of potentially dangerous situations and plan for the safe resolution of those situations;
9. Follow building and district behavior policies, deferring to school administration for discipline and enforcement of student handbook and policies, referring students for further law enforcement processing when requested by the District or required by law, and using law enforcement authority as outlined in the Agreement;
10. Protect school property, students, school personnel and visitors from criminal activity by patrolling the school building and grounds and attending school functions during and outside the school day as reasonably required;
11. Serve as the lead or co-lead in the development, review, and implementation of the District Emergency Plan;
12. Teach lessons as applicable in courses as applicable, i.e. health, drivers' education, government; etc. such lessons shall be approved by the Chief of Police. Keeping in mind that the primary function of the SRO is school security these lessons will be provided on a limited basis as approved by the Chief of Police.

13. Serve as a liaison between the School and the Police Department and other law enforcement agencies as appropriate; and
14. Perform other duties, as directed by the Superintendent of the District (or his/her designee) and the City.
15. The SRO will provide to the District each month copies of the following reports required to be filed with the Department of State Police by the Safety, Accountability, Fairness and Equity – Today Act (SAFE-T Act) (50 ILCS 709/5-12):
  - a. data on offenses and incidents reported by District schools to local law enforcement. The data shall include offenses defined as an attack against school personnel, intimidation offenses, drug incidents, and incidents involving weapons; and
  - b. a report on any incident where a law enforcement officer was dispatched to deal with a person experiencing a mental health crisis or incident in District schools or on District property as provided by the reciprocal agreement..

## APPENDIX D

### **OFFICER-WORN BODY CAMERA PROTOCOLS**

The following protocols are applicable to the SRO when wearing a camera covered by the *Law Enforcement Officer-Worn Body Camera Act* (the “Act”) while in District buildings and on District property:

1. The City will notify the District when the SRO has been issued a body camera and authorized to wear it on District property.
2. The SRO’s wearing and use of the camera shall comply with the *Law Enforcement Officer-Worn Body Camera Act* 50 ILCS 706/, the Law Enforcement Training and Standards Board Guidelines, and the City’s written policy adopted in accordance with that Act.
3. Prior to commencement of use of a body camera by the SRO on District property, the City will provide the Superintendent of the District a copy of the City’s final written policy for use of body cameras by City law enforcement officers. The City shall promptly notify the Superintendent of any later amendments or revisions to the written policy.
4. The SRO will utilize discretion in activating the camera in accordance with the Act and the City’s written policy. Routine interactions of the SRO with staff, students and visitors on District property are inherently community caretaking functions and are understood not to require activation of the camera. Additionally, specific interactions of the SRO with students outside law enforcement duties related to activities of a criminal nature, such as counseling and education interactions, are understood not to require activation of the camera. Thus, the SRO’s camera will normally be turned off, and will be activated only when required for law enforcement related encounters or activity. The SRO will utilize discretion when possible to conduct investigations so as to minimize activation of the camera in school bathrooms and locker rooms.
5. The SRO will notify the Principal when the SRO has activated the SRO’s camera on school property.
6. The SRO and City shall maintain the recordings when and as required by law. The recordings will be exempt from classification as student records due to their status as law enforcement records, and the District shall have no responsibility to maintain such recordings as student records.
7. Recordings obtained on school grounds via the SRO’s body camera shall not be utilized for law enforcement training purposes and shall not be disseminated by the City for any non-law enforcement purpose other than to comply with court- issued orders or subpoenas, or state and federal laws and this Agreement.
8. District administration may be allowed to view the body camera recordings obtained on school grounds upon request. The recordings shall be released to the District at the request of the District and pursuant to the reciprocal reporting agreement entered into by and between the District and the City pursuant to statutory authority including, but not limited to, the School

Code, the Criminal Code, and the Juvenile Court Act. District administrators also may request the SRO “flag” certain body worn camera footage to ensure a longer retention of such footage under the Act.

9. The City shall notify the Superintendent promptly if a recording from the SRO’s body camera taken on District property is “flagged” due to filing of a complaint, discharge of a firearm, use of force, arrest, or detention, or resulting death or bodily harm.
10. The City shall notify the Superintendent promptly upon receipt of a *Freedom of Information Act* request for any recordings from the SRO's body camera taken on District property and prior to any release by the City to the public or a third party of any recordings from the SRO's body camera taken on District property, whether pursuant to FOIA, through website posting or social media release or otherwise, and shall inform the Superintendent of the scope of recordings to be released and the redactions to be made. The City will redact from the recordings to be released the identity (by obscuring the face and identifying audio) of any District students who were under the age of 18 when the video was taken.

# **NEW RESIDENTIAL CONSTRUCTION INCENTIVE PROGRAM**

## TABLE OF CONTENTS

EXECUTIVE SUMMARY.....	3
PROGRAM SPECIFICS.....	6
ORDINANCE.....	10
INTERGOVERNMENTAL AGREEMENT.....	11



# **NEW RESIDENTIAL CONSTRUCTION INCENTIVE PROGRAM**

## **The Problem**

Rural communities like ours have seen declines in population and school enrollments compared to 10 years ago. Such a trend cannot be sustained so there is a critical need to attract new families to Oregon.

- Efforts to attract new residents can only go so far when there is little availability of existing housing stock and those placed on the market are quickly sold.
- New housing construction costs at \$195 per square foot and results in a \$300,000 price tag.
- New residents bring additional dollars to the area for shopping and entertainment.
- On a long term basis there will be increased property tax revenue providing stability for the future.

## **The Solution**

Provide a new residential construction incentive program rebating 3 years property taxes and 90% of city building fees to attract buyers. There are buyers out there and we need to give them a solid reason to choose us. Targeted demographics include:

- Local families looking to upgrade but need the financial incentive to fit their budget.
- Empty nesters who want to stay in the area but move to a less hectic and safe environment.
- Area buyers ready for new construction and trying to decide on the location.

## **Who Is Eligible For This Program**

Anyone who constructs a single family, townhome, three family or multifamily structure within the city of Oregon.

## **Benefit to New Construction Owners**

For a \$300,000 newly constructed property the incentive is a little over \$25,000.

- Three years property taxes for the school and city of \$19,000 and city building fees of \$6,000.
- The building fee waiver makes the property more affordable up front.
- The rebate of property taxes makes the loan more affordable in the early years and provides a possible benefit to income qualification for the lender.

### Cost to the City

Technically there is no cost under the assumption there would be no revenue if these residences would not exist without this incentive. Below is a table for a single residence valued at \$300,000 both at the end of the 3 years and the long term effect after 10 years:

\$300,000 property	After 3 years	After 10 Years
Property Tax Revenue	-\$3,480	\$8,120 (yrs 4-10)
Building Fees Waiver	-\$5,871	-\$5,871
Water/Sewer Sales	\$2,700	\$9,000
LGDF Per Diem	\$1,650	\$5,500
<b>Net to City</b>	<b>-\$5,001</b>	<b>\$16,749</b>

### Cost to Schools

Again, technically there is no cost under the assumption there would be no revenue if these residences would not exist without this incentive. This example assumes the property owners have 1 school age child . Below is a table for a single residence valued at \$300,000 both at the end of the 3 years and the long term effect after 10 years:

\$300,000 property	After 3 years	After 10 Years
Property Tax Revenue	-\$16,620	\$38,780 (yrs 4-10)
State Formula per Student	\$8,349	\$27,830
<b>Net to Schools</b>	<b>-\$8,271</b>	<b>\$66,610</b>

### The Process

Details of the process are included in a later section but can be summarized as follows:

- The owner of the property purchasing a lot and applying for a permit for new construction within 12 months of the start of the program can apply.
- Applications will be reviewed by the Joint Oversight Committee, a committee made up of members from each taxing body participant.
- The property owner will pay the full amount of all property taxes and then apply to the City each year after payment of the second installment.
- The City will refund the amount of City and School taxes to the property owner and bill the school district for their portion of the tax.

### Program Guidelines

- The program runs for 12 months from the date the IGA is executed by the City of Oregon and OCUSD 220

- This program is limited to a maximum of 10 properties.
- The property being constructed must be within the city limits of Oregon.
- Trestle Ridge is not included
- Stonegate Ridge is included but this program does not change the prior agreement between the school district and Stonegate Ridge. The incentive program is separate from the TIF.
- The property owner pays all property taxes each year but will receive a rebate of the OCUSD 220 and City of Oregon property taxes each year for three years.
- The retirement portion of property taxes for the City of Oregon and OCUSD 220 are not included in the rebate.
- City of Oregon building and connection fees represent a 90% rebate of all fees.
- This program is not eligible for new construction projects if the project is eligible for State or Federal programs.

## **New Residential Construction Property Tax Refund Program - Detail**

### **Section I. Definitions**

“Participants”, as used herein, shall mean those units of local government which levy and collect real property taxes and whose boundaries lie within or partially within the boundaries of the City of Oregon Illinois and which entity has adopted, in accordance with law and their respective rules of procedure, the intergovernmental Agreement to which this Exhibit A is attached;

“Program” shall mean the New Residential Construction Property Tax Refund Program as set forth herein and the corresponding Intergovernmental Agreement executed among the Participants.

“Program Administrator” as used in this Agreement shall mean the City of Oregon, Illinois.

### **Section II. Property Tax Refund for New Residential Construction**

Participants shall refund the Participant’s property taxes levied on newly constructed single-family residential home to an owner that occupies the home as their Principal Residence as provided in the Program or the owner of newly constructed multi-family residential development (whichever is applicable) if the Program Administrator finds that the owner of the has complied with the terms of the Program and is entitled to such refund. The Program and benefits are contingent upon the IGA and the Program being enacted by the City of Oregon, the County of Ogle and the Oregon Public School District 220 (the Governing Bodies).

### **Section III. Program Administrator**

The City of Oregon shall be the Program Administrator, in accordance with the terms and conditions of the Program, and shall be responsible for the development and use of such forms and documents as may be necessary to qualify properties and owners for refunds, determine qualified properties and owners, notify Participants of the total amount of refunds due for qualified properties and owners, and distribute Participant refunds to owners in accordance with the Program.

### **Section IV. Program Eligibility Requirement**

#### **A. Single-Family Homes.**

Refunds shall be approved for New Construction for single-family homes where:

1. The applicant for the refund is the owner of a newly constructed single-family dwelling that is:
  - a. Owner occupied

- b. located within the corporate limits of the City of Oregon; and
  - c. is within the boundaries of the Oregon School District 220; and
  - d. is within the boundaries of the County of Ogle; and
  - e. is located on a lot or in a subdivision that was platted prior to January 1, 2024.
2. The permit for the construction of the house was issued on or after September 30, 2024 (Or alternative date determined by the Governing Bodies) and before July 31, 2025.
  3. An occupancy permit is issued no later than 12 months after issuance of the building permit for construction or December 31, 2026 (whichever comes first).
  4. There are no open Code violations against the applicant or the property from any unit of local government. The applicant is not delinquent in the payment of any property tax imposed within Ogle County or on any financial obligation of any kind owed to the city.
  5. The applicant is the owner of the property;
  6. There is no challenge to the assessed value of the property or to the amount of taxes owed or paid.
  7. The applicant provides a written acknowledgement that the applicant shall have the sole responsibility (when applicable) for reporting any rebate to the IRS as part of their annual income tax filling.
  8. Property Tax Rebate shall not be eligible for new construction projects that have a development agreement, funding agreement or cost participation on the project with the City or if the construction project is eligible for State or Federal programs.

**B. Multi-Family Dwellings**

Refunds shall be approved for New Construction for multi-family developments where:

1. The applicant for the refund is the owner of a newly constructed multi-family dwelling that is:
  - a. located within the corporate limits of the City of Oregon, and
  - b. within the boundaries of the Oregon School District 220; and
  - c. is within the boundaries of the County of Ogle; and
  - d. is located on a lot or in a subdivision that was platted prior to January 1, 2023.
  - e. does not have an existing development agreement or funding agreement on the development or dwelling with the City.
9. The permit for the construction of the multi-family development was issued on or after September 30, 2024 (Or alternative date determined by the Governing Bodies) and before July 31, 2025.

2. An occupancy permit is issued no later than 12 months after issuance of the building permit for construction or December 31, 2026 (whichever comes first).
3. There are no open Code violations against the applicant or the property from any unit of local government. The applicant is not delinquent in the payment of any property tax imposed within Ogle County or on any financial obligation of any kind owed to the city.
4. The applicant is the owner of the property;
5. There is no challenge to the assessed value of the property or to the amount of taxes owed or paid.
6. The applicant provides a written acknowledgement that the applicant shall have the sole responsibility (when applicable) for reporting any rebate to the IRS as part of their annual income tax filling.
7. Property Tax Rebate shall not be eligible for new construction projects that have a development agreement, funding agreement or cost participation on the project with the City.

**Section V. Refund Amounts**

Upon proof that all requirements have been met, the Participants shall refund property taxes to the eligible applicants, as follows:

- A. One hundred percent (100%) of the Participant property taxes imposed by the City of Oregon and Oregon School District 220, not including taxes for retirement accounts, on the real estate in the first full year of completed construction; and
- B. One hundred percent (100%) of the Participant property taxes imposed by the City of Oregon and Oregon School District 220, not including taxes for retirement accounts, on the real estate in the second year of completed construction; and
- C. One hundred percent (100%) of the Participant property taxes imposed by the City of Oregon and Oregon School District 220, not including taxes for retirement accounts, on the real estate in the third year of completed construction;

**D. Section VI. Additional Program Rules**

- A. It shall be the responsibility of the person applying for the refund to establish by clear and convincing evidence that he or she is eligible for the refund requested. The applicant shall submit a verified application for the refund to the City Manager at the City of Oregon.

A new application shall be made for every year for which a refund is sought. Said application shall be filed on or after June 1 and before September 30 in the year in which a refund is due. The City Manager may request any form of documentation or information she believes may assist her in her determination that the applicant for

abatement is entitled thereto, and the failure of any applicant to supply such information in a timely manner when requested shall constitute a withdrawal of the application.

- B. Enrollment of an eligible property shall be on such forms as the City Manager may prescribe. Said shall be completed and submitted to the City Manager no later than July 31, 2025.
- C. If the City of Oregon City Manager is satisfied that the applicant for a refund under the Program is entitled to receive the refund, such City Manager will advise each Participant of the amount of refund for approval of each Participant which shall authorize the refund if it finds the requirements of the Program and the IGA have been met and shall authorize disbursement of the refund amount to the City of Oregon for distribution to the qualified home owners.
- D. If the Participant approves an application for refund, the applicant shall have paid the full amount of all taxes imposed. by the City of Oregon and Oregon School District 220 as if there were to be no refund. Upon proof of that payment to the City Manager, the City Manager shall then refund to the owner the authorized refund of that portion of the taxes for the City of Oregon and Oregon School District 220 not including the retirement accounts.

**ORDINANCE NO. 2023-XX**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OREGON, OGLE COUNTY, THAT:

By passage and approval of this Ordinance, the Mayor and City Manager are hereby authorized to approve and execute the attached Intergovernmental Agreement for a Three-Year Property Tax Rebate Program for Newly Built Residential Construction for single family, town home, two-family, three-family and multi-family structures located in the City of Oregon and School District 220.

The provisions and sections of this Ordinance shall be deemed severable, and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

All orders, resolutions, or ordinances in conflict herewith are hereby repealed insofar as such conflict exists, and this Ordinance shall take effect immediately upon its passage, approval and publication, as required by law.

A full, true and complete copy of this Ordinance shall be published within ten (10) days after passage in pamphlet form by and under authority of the Corporate Authorities.

---

AYES:

---

ABSENT: ;

---

ABSTAIN:

---



## **INTERGOVERNMENTAL AGREEMENT ON PROPERTY TAX REFUNDS**

This Agreement is entered this \_\_\_\_ day of \_\_\_\_\_, by and between the Board of Education of

OREGON School District No. 220, Ogle County, Illinois (School District), the City of OREGON, Ogle county, Illinois (City), all units of local government organized and existing under the laws of the State of Illinois.

WHEREAS, the Illinois Constitution, Article VII, Section 10(a) authorizes school districts and units of local government to associate among themselves to cooperatively exercise their powers in any manner not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., allow units of local government and school districts to contract with each other to perform any governmental service, activity or undertaking which such entities are authorized by law to perform; and

WHEREAS, the School District, and City, desire to create an intergovernmental agreement on residential property tax refunds which is compliant with the policies of all participants, constitutes the proper exercise of governmental authority and tends to foster sales of new residential real estate; and,

WHEREAS, the School District, and City each receive a substantial portion of its operating revenue from local real property tax levies; and,

WHEREAS, to sustain growth of the real estate tax base, it is necessary to encourage new residential property development and stabilize residential occupancy; and,

WHEREAS, it is in the best interest of each signatory to work cooperatively to promote growth and stabilization of the real estate tax base; and,

WHEREAS, the School District, and the City are empowered by Illinois law, statutory authority or the reasonable extension thereof to authorize and pay property tax refunds; and,

WHEREAS, this Agreement is entered into between and for the joint benefit of the

School District, and City and such further taxing districts with boundaries lying within or partly within the limits of the City who adopt and execute this Agreement, collectively, signatories hereto and no right, duty, benefit nor entitlement is intended or created in favor of any person or entity not a signatory hereto; and

WHEREAS, the School District, and the City have additional interest in establishing a residential rehabilitation program that stabilizes existing housing stock and increases equalized access value through property tax rebates and agree to further discuss and evaluate such a program through meeting on a regular basis over the next 6 months with the first meeting taking place within 30 days of the approval of this IGA; and

NOW, THEREFORE, the City, and School agree as follows:

## I. EXERCISE OF POWERS/PURPOSE

A. The School District, and the City (the Governing Bodies) and such other taxing districts which may approve and adopt this Agreement (hereinafter collectively referred to as Participants) hereby acknowledge and agree that this Agreement constitutes a joint exercise of the powers of each party as granted by law of the State of Illinois, and the obligations and undertakings herein set forth are a proper joint exercise of each party's authority. The Agreement is intended to qualify as an intergovernmental cooperation agreement under the above cited Constitution and statute.

B. The purpose of this Agreement is to establish for the time and under the provisions set forth in this Agreement a system of residential real property tax refunds for purchasers of certain owner-occupied newly-constructed single family residential real estate and multi-family residential real estate within the boundaries of the City (the "New Residential Construction Property Tax Refund Program").

## II. PROPERTY TAX REFUNDS

The Participants approve the system of refund of property taxes upon the terms and conditions set forth in this Agreement and within the terms, limitations and conditions set forth in Exhibit A attached hereto and made a part hereof.

### III. JOINT OVERSIGHT COMMITTEE

There is created by this Agreement a Joint Refund Oversight Committee. The Committee shall be composed of one designated representative from each Participant as selected by the chief executive officer of each Participant. The duties of the committee shall include, but not be limited to review of procedures for refunds and assessing the effectiveness of the program as an incentive for growth in new construction of single family and multi-family residential real estate and preparation of reports to Participant's regarding the refund system operation, effectiveness and statistical information. Administration of refund payments and operation of the New Residential Construction Property Tax Refund Program is conducted through the City.

### IV. DURATION

The Eligibility Period for applicants for refunds shall commence as stated in Exhibit A and shall terminate xxxxxx all as provided in Exhibit A. This Agreement shall terminate upon the final payment of property tax refunds to eligible approved property owners. This Agreement, and the Eligibility Period, may be extended for an additional period of time upon the written approval of all Participants subsequent to resolution or ordinance of each Participant approved by its governing body and specifying the duration of extension which shall be continuous with all Participants. The Effective date of this Agreement shall be that elate upon which the last entity of the School District, and the City have approved this Agreement by resolution or ordinance. Howeve1 if the governing body of any Party fails to approve the Agreement by resolution or ordinance, then the Effective date shall be the date upon which the last Party approved the Agreement. In that event, this Agreement shall remain in foll force and effect for all remaining Parties or subsequent Additional Taxing District Participants.

### V. COSTS, EXPENSES, AND FUNDING

Each Participant shall be responsible for its own costs and expenses of operation of the refund system and funding for the total amount of any refunds issued by such Participant; provided, the City shall bear the cost of administration and payment processing.

## VI. NO PRIVATE RIGHT OF ACTION

This Agreement does not create nor is intended to establish any private right of action against any Participant by any individual based upon or as a claim for refund. The issuance of refunds is entirely discretionary and within the sole decision of each Participant. The determination of eligibility of any applicant for refund shall be based exclusively on the criteria set forth in Exhibit A attached to this Agreement and determined by the City; provided that eligibility or application approval shall not be based upon any impermissible criteria including without limitation, gender, race and age.

## VII. TERMINATION

This Agreement shall terminate by expiration of time pursuant to the provisions of section IV. In the event any court of proper jurisdiction determines that any one or more of the Governing Bodies is without authority to issue refunds or that the Agreement does not constitute a proper exercise of intergovernmental authority and enters a final order to such effect, this Agreement shall then terminate and all refund payments shall immediately cease. In the event of termination of Eligibility Period by expiration of time, Participants agree to complete all refund payments to eligible approved property owners who have qualified property and are eligible for refunds on or prior to the date of expiration of the Eligibility Period. In the event of termination by court order, no further refund payments shall be made by any Participant subsequent to the date of such final order.

If any Party to this Agreement or subsequent Additional Taxing District Participants terminate their participation in the Program, then they shall complete all refund payments to eligible approved property owners who have qualified property, are eligible for refunds, and who entered the Program prior to the Party terminating participation. In that event, this Agreement shall not terminate as to all Parties, but shall remain in full force and effect for all remaining Parties or subsequent Additional Taxing District Participants.

## VIII. INDEMNIFICATION

Each Participant shall and does hereby indemnify and hold harmless the other Participants from and against any claims, actions, causes of action, damages, losses, costs and expenses, including reasonable attorney's fees, arising solely from any claim against a Participant based on or related to the action of one or more other Participants.

## IX. ADDITIONAL TAXING DISTRICT PARTICIPANTS

Any unit of local government which is a taxing district and which is authorized to enter into intergovernmental agreements under the provisions of the Illinois Constitution and the

Intergovernmental Cooperation Act may become a Participant and signatory hereto upon adoption of this Agreement and the New Residential Construction Property Tax Refund Program. Such adoption must include all terms and conditions of the New Residential Construction Property Tax Refund Program.

X. NOTICES

The effective date of written notice shall be the date of hand delivery or the date such notice is placed in the U.S. Mail addressed as indicated below. If required or permitted to be given, all written notices to the City and the School District and shall be directed as follows:

School District:

City of OREGON:

Superintendent of OCUSD 220 (ADDRESS)  
OREGON, Illinois 61061.

Office of the Mayor  
115 N Third St  
OREGON, IL 61061

General Counsel  
OCUSD 220 (ADDRESS)  
OREGON, Illinois 61061.

CityAttorney425 East (ADDRESS)  
OREGON, IL 61061

Written notices to other Participants shall be as specified by each such Participant in its adopting resolution or ordinance.

XI. MISCELLANEOUS

- A. This Agreement is binding upon and shall inure to the benefit of the successors of the parties.

- B. This Agreement is not assignable.
- C. The invalidity of any provision of this Agreement shall not render invalid any other provision. In the event a court of competent jurisdiction declares, finds, or rules that a provision of this Agreement is invalid or unenforceable, such provision shall be severed and the remaining provisions shall remain in full force and effect subject to the provisions of section XII.
- D. Failure of a party to insist upon strict and prompt performance of the terms, conditions, covenants and agreements herein contained shall not constitute nor be construed as a waiver or relinquishment of rights to enforce any such term, condition, covenant or agreement and the same shall condition in full force and effect. In the event of a waiver of a breach or default of any term, condition, covenant or agreement, such shall not serve to waive any additional or future breach or default.
- E. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.
- F. This Agreement contains the entire and integrated agreement of the parties and shall supersede any prior written or oral agreements or understandings.
- G. This Agreement may only be altered or amended in manner specified herein, or by the express written consent and agreement of the parties.
- H. This Agreement shall not serve to limit nor restrict the ability and authority of the Board of Education of OREGON School District No. 220, nor the City Council of the City from making, adopting, amending or revising any of its policies and procedures nor serve as an encumbrance on any revenues.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the, xxxx day of Month, 2024.

Board of Education of OCUSD 220

City of Oregon

Hi Mr. DeHaan!

It's been a while since we connected! Congratulations on your appointment to City Manager - well deserved!

Anyway, I'm sure you know what this email is about, as it sounds like Megan has been itching to get our new venture in Oregon.

As a little background, I partnered with the owner of Meridian Nursery in Rockford (Robb Firch) to bring something new to the area. We invested in a 16 passenger pedal bike to bring something fun and entertaining to the area - a different means of enjoying our lovely communities.

The bike has multiple purposes - kids events (ice cream and parks), adult entertainment (bar crawls) and family/team bonding events. The bike has an electric assist motor, so pedaling (while encouraged) is optional so folks of most ages and physical abilities can enjoy.

We do NOT serve alcohol on the bike, but our desire and intent is to allow guests to carry their own beverages on the bike for consumption while on the bike (if opened on the bike it's consumed or disposed of on the bike). Byron and Winnebago has passed the bike through their local ordinance for road use (no highways but can cross the major roads at a 90 degree angle). Winnebago has also approved liquor but Byron has not (yet).

I'm reaching out today to open dialogue with you on getting the bike approved in Oregon. Oregon, as you know, has one of the most beautiful downtown areas in the State (and beyond) and we'd love to bring the bike to the community to help support the local economy. I've attached several documents for your review including our BASSET certificate, insurance, waivers, and a copy of an ordinance if you'd like to use it.

We do not have specific routes planned out because we'd like to customize that to each party. However, I could envision several routes for Oregon depending on the group. A couple stops on the tour would include but not limit to:

1) Adult route - Hunt Club, Cork and Tap, Chili Pepper, Franklin St, Breakers, Courthouse

2) Kids (non-alcohol) - Park West/splash pad, Blackhawk Drive (Friday Night Football), Bakery, McDonalds, Nash

The route opportunities are endless. However, our priorities are: 1) Safety and 2) to help showcase the community!

We want to make sure we're doing this the right way, so please let me know what the next steps would be to bring this (legally/compliant) to Oregon.

Thank you very much for your help and consideration!

Best,

Brad Bull







PER  
[www.pedalbike.com](http://www.pedalbike.com)