

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 September 24th, 2024, 5:30 P.M. 115 N 3rd Street

Public Option: Join Meeting via Zoom
Meeting ID: 878 5960 3639
Passcode: 030137
One tap mobile
+13126266799

- 1. CALL TO ORDER
- 2. PLEDGE OF ALLEGIANCE
- 3. ROLL CALL
- 4. PRESENTATIONS
 - a. Brian Linzer US Solar and Mike Mudge Rock River Energy Services, Co: US Solar Commercial Subscription Agreements
 - b. Lauren Kleve Region One Planning City of Oregon Sustainability Plan
- 5. PUBLIC COMMENT
- 6. APPROVAL OF MINUTES
- 7. APPROVAL OF WARRANTS AND PAYROLL
- 8. BUSINESS ITEMS
 - a. Approve the Bid Proposal and Award Sarah Phelps Community Plaza LED Message Sign Project to Golden Rule Signs in the amount of \$43,904.85 and Authorize the City Manager to execute any contracts or project related documents
 - b. Approve Proposal for Professional Services from Willett Hofmann and Associates Inc. for the Safe Routes to School Project and Authorize the City Manager to execute any contracts or project related documents
 - c. Approve Agreement with RRD Holding Company for the Collection, Hauling, and Disposal of Municipal Solid Waste and Recyclable Materials
 - d. Approve Resolution 2024-05 Disposal of Surplus Property

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

9. PROCLAMATIONS, COMMENDATIONS, ETC

10. <u>DISCUSSION ITEMS</u>

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. <u>CITY ATTORNEY</u>
- e. <u>CITY MANAGER</u>

13. COUNCIL REPORTS

- a. MEMBER WILSON
- b. MEMBER SCHUSTER
- c. MEMBER COZZI
- d. MEMBER KRUG
- e. MAYOR WILLIAMS

14. EXECUTIVE SESSION

15. ADJOURNMENT

A portion of the meeting maybe closed to the Public, immediately as permitted by 5 ILCS 120/2 (c) to discuss the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the City of Oregon, and as permitted by 5 ILCS 102/2 (c)(11) to discuss litigation against, affecting, or on behalf of the City which has been filed and is pending in a court or administrative tribunal of which is imminent and as permitted by 5 ILCS (c)(21) to review and approve closed session minutes and as permitted by 5 ILCS 120/2 (c) 2 Collective negotiating matters. **Possible action after executive session**

Darin, great questions, below in bold are my opinions on this.

 Please give a very simple overview of the program. How it works, why does this benefits Oregon? It's hard to understand the cost savings you projected, how accurate that is and why? Like Solar Credits 101 plz

Basically, the State of Illinois wants to incentivize developing Solar. So, they came up with the Community Solar Gardens were customers do not have to invest in or put Solar Panels in behind the meter and Customers could still participate in getting benefits for larger installations where developers get some economies of scale by putting in these Solar Gardens and smaller customers get the benefits of this. Everyone in the utility pays into a pool in which the utility pays out this Solar credit to either the utility or the 3rd party supplier (if there is a contracted rate with a supplier). This payment is under the Renewable Portfolio Standard under Taxes and Fees). This is all done under the State Public Utility Act.

2) Will/Can any other solar company approach us with additional credits or offerings? Why do we enter a contract with you?

There could be other offers, but US Solar is large enough and have enough fields able to split your accounts out into many different fields so the City can take maximum advantage of getting all their accounts into the program. 10% Solar Credits is the standard for the new fields coming online in 2024 and 2025. The other factor is that the City of Oregon can get onto the new fields relatively quickly as most customers have to get on a waiting list and wait until a new field comes online. US Solar is willing and able to place all the metered accounts into the program.

3) Explain why there is a 20-year contract and what your companies' risk is if we wanted out of the contract, so they understand the terms the Attorneys are working through.

The investors want stability in knowing they will have customers that pay their bills, but also, they know that customers like the City of Oregon will not be moving or going out of business.

Brian and Mike

4) What are the risks for the City in the future? One big question was if we see savings now what could cause us to pay more for electricity in the future and how does this tie into the Electrical Aggregate Program currently in place for Oregon. Does this affect our future rate bidding?

The credits are based on the ComEd utility rates. If we have a contracted rate lower than ComEd, that is still what you pay. The Solar provider and the supplier still get paid. No, this will not affect the contracts with 3rd party suppliers as they still get paid for the supply that is locked in. This is just for the City Accounts, for primarily the Water and Sewer accounts.

The City of Oregon has an "early" opportunity to get into this program. There is only so much room on each location, so I would take advantage of it unless you have issues with the termination fees. I will let Brian discuss that portion on the contract.

This is just my opinion and thoughts on the program based on what I have learned since they started these Gardens from 4-5 years ago.

The Illinois Shines program is a good reference source. <u>Illinois Shines – Building Our Solar</u>
<u>Future</u> The information below is from that website.

With Illinois Shines, customers who don't wish to or can't install solar directly on their property can subscribe to a large solar project called a Community Solar project. Approved Vendors that develop these large projects get paid for the large amount of RECs the projects produce, then pass on that value to the customers who subscribe to these projects.

Mike Mudge

Rock River Energy Services, Co.

815 751-8825



Sustainability Plan CITY OF OREGON

Draft Report | August 2024

ACKNOWLEDGMENTS

Mayor

Ken Williams

City Council

Melanie Cozzi, Council Member

Tim Krug, Council Member

Terry Schuster, Council Member

Kurt Wilson, Council Member

Sustainability Committee

Tim Benedict

Russel Brunner

Melanie Cozzi

Darin DeHaan

Joyce Lewis

Steve Rypkema

Kurt Wilson

Vic Zadarej

City Staff

Darin DeHaan, City Manager

Cheryl Hilton, City Clerk

Planning Consultants

Region 1 Planning Council



This document was prepared by Region 1 Planning Council.



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Introduction

The Sustainability Plan for the City of Oregon, IL (City) serves as a guide to enrich the City's sustainability efforts and further cultivate an environmentally conscious and prosperous community. The plan presents an innovative and sustainable framework to build upon the City's ongoing environmental pursuits and promote sustainable practices for municipal operations, residents, and businesses. The following plan summarizes the City's sustainability endeavors to date and outlines actions the City plans to take to ensure the balance of environmental, social, and economic needs for the future.

Purpose and Intent

Defining Sustainability

The term "sustainability" has various contextual meanings and can be defined in a multitude of ways. In this plan, sustainability refers to the ability to create and maintain the necessary conditions to thrive for current and future generations without depleting natural resources. This definition centers around the idea that everything necessary for human survival and community well-being relies on the natural environment. The City of Oregon believes that to have a prosperous community, sustainability must also include social equity and economic development.

Mission Statement

To guide and define sustainability work within the City of Oregon, the City's Sustainability Committee developed the following mission statement:

"To research, educate, and advocate for a sustainable future on behalf of Oregon's residents and businesses as it relates to economic stability and social equity while preserving environmental resources for current and future generations."



Image source: City of Oregon

What is a Sustainability Plan?

A sustainability plan is a comprehensive roadmap that outlines the goals and actions that a city will implement to promote citywide sustainability, improve environmental protection efforts, reduce greenhouse gas emissions, and build climate resilience. Sustainability planning revolves around city-led action. It educates and encourages residents and business owners to participate in sustainability initiatives to improve community well-being and environmental prosperity.

The implementation of a sustainability plan is an organized approach for a city to solve environmental challenges and improve sustainability actions while prioritizing the welfare of residents and businesses. Implementation of this plan will occur over the next 5 to 7 years due to the time, resources, and collaboration with government operations, residents, businesses, and community organizations involved.

This sustainability plan is the next step toward a more sustainable future for the City of Oregon; this plan acts as a framework to advance sustainability, equity, economic development, and livelihood. This plan highlights five focus areas to concentrate sustainability efforts and address the challenges and needs of the city: city operations, community-wide efforts, education, development and land use, and policy.

Public Engagement

An essential component of this sustainability plan is incorporating community insight. The planning process for this plan included public engagement opportunities that encouraged residents to provide input and help shape the plan. This collaboration fostered a shared sense of responsibility for plan implementation, guiding Oregon toward a more sustainable future.

Public engagement for this plan featured a series of events, including a stakeholder workshop, three pop-up booths,

a presentation open to the Oregon community, and a presentation to Oregon City Council. The first round of public engagement included a stakeholder workshop aimed at gathering stakeholder insight on the plan's drafted goals and recommendations as well as ensuring awareness of all existing sustainability efforts within the community. A total of 13 number of people attended the workshop, including representatives from local businesses, government, nonprofits, and community organizations. The second round of public engagement centered on increasing public awareness of the plan and gaining public input. This included two pop-up booths at Riverside Farmers Market and one at the summer Concert in the Park series; residents were informed about the plan and asked to share any feedback or questions. The final round of public engagement included a public comment period where the plan was available online and in-person for public review. During the public comment period, an open house was hosted by the City to present the plan to the public and discuss details of the plan in person

Additionally, the Oregon Sustainability Plan has a webpage on Engage R1, which is an online engagement platform hosted by Region 1 Planning Council (R1), to keep the public updated on the progress of the plan and provide a space for comments and questions throughout the plan's development.



Image source: Region 1 Planning Council

Oregon by the Numbers

Understanding the makeup and needs of the community is critical for developing a tailored sustainability plan. The following demographic and socioeconomic data of Oregon contextualizes community characteristics and provides insight into how sustainability measures can improve the quality of life for residents.

Population

As of 2020, Oregon has a total population of 3,604 residents. Since 2010, the population of Oregon has decreased by over three percent. Over the last decade, the City has experienced slight fluctuations in population size. Population decline occurred from 2010 to 2020 of about 3.1 percent.

Age

The population in Oregon is aging, a trend occurring throughout the nation. The largest age cohort in Oregon is 65 years and older, making up 22.6 percent of the total population. This trend is also reflected in the median age of the population, which is 46 years as of 2022, compared to 43.5 years in 2010. As the population ages, the City will need to ensure climate resiliency and support older adults who may be vulnerable to the health implications of climate change.



Image source: City of Oregon

Race and Ethnicity

The majority of residents, 91.5 percent, in Oregon are White. The second largest racial group in Oregon is "Two or More Races", comprising 5.0 percent of the population. The remainder of the population includes 1.5 percent "Some Other Race Alone", 1.0 percent Black or African American, 0.5 percent Asian, 0.4 percent American Indian or Alaska Native, and 0.0 percent Native Hawaiian or other Pacific Islander.

Income

Median household in come is a common measure of economic well-being. As of 2022, Oregon's median household income is \$72,443. While Oregon's median household income is just below the 2022 statewide median household of \$78,433, its lower cost of living is more affordable than other cities in Northern Illinois. Furthermore, Oregon demonstrates a relatively consistent income distribution, with the largest number of households making between \$75,000 and \$99,999 per year.

Workforce

Of the approximately 3,312 people 16 years and older in Oregon, 1,653 individuals actively participate in the labor force; that is approximately a 50 percent participation rate. The remaining half—those who have no job and are not looking for one—are not counted in the labor force. Of the individuals in the labor force in 2022, there was a 95 percent employment rate.

The majority of employees in Oregon travel to work via single-occupancy vehicles. In 2022, 87 percent of individuals drove to work alone, 6.4 percent of workers carpooled, 3.3 percent of workers walked to work, 2.2 percent worked from home, and 0.7 percent used public transportation. Looking at resident travel time to work, the largest portion of workers traveled less than 30 minutes to work. Specifically, 20.5 percent of workers traveled less than 10 minutes, 46.7 percent traveled between 10 and 29 minutes, 27.4 percent traveled between 30 and 59 minutes, and 5.4 percent traveled at least an hour.



Image source: Matthew Klein

When looking at places of employment, over half, 57.1 percent, of Oregon residents are employed within Ogle County, while 42.3 percent are employed outside of the county. The remaining 0.6 percent of residents work out of state for employment.

Housing Characteristics

An estimated 1,749 occupied households reside within Oregon's city limits. It is helpful to understand the physical characteristics of these households due to their impact on the environment. The most common type of housing structure in Oregon is single detached units, at 72.4 percent of all occupied households. Buildings with 10 or more apartments are the second most occupied housing structure, accounting for 9.9 percent of housing. The remaining percent of residents reside in other housing structures. Around 7.8 percent of occupied households include two-apartment buildings, 6.1 percent are five to nine-apartment buildings, 2.5 percent are three or fourapartment buildings, 1.3 percent are single structures attached, and zero mobile homes are occupied in Oregon.

As of 2022, over 40 percent of housing was built in 1939 or earlier. The second and third largest categories of years homes were built are from 1960 to 1979 and 1940 to 1959, together totaling 45.8 percent. This is important to note, as older homes are associated with higher amounts of greenhouse gas emissions from heating and larger rates of energy and water consumption. Additionally, homes built before 1978 are more likely to have lead-based paint.



Image source: City of Oregon

The most common source of heating fuel for homes in Oregon is utility gas, with 77.2 percent of homes relying on this fuel source. This is significant due to the amount of greenhouse gas emissions released from gas consumption." The second most common heating fuel, 21.2 percent, is electricity. For the remainder of homes, 0.9 percent use "Bottled, tank, or LP gas" and 0.7 percent use "All other fuels."

As of 2022, 86.6 percent of households have at least one vehicle available. The most common number of vehicles per household was two vehicles, accounting for 38.8 percent of households. The remaining vehicle per household breakdown included: 33.6 percent of households with one vehicle available, 14.2 percent of households with three or more vehicles available, and 13.4 percent of households with zero vehicles available.

History of Sustainable Actions

In order to promote community and environmental well-being in the City of Oregon, it is important to clearly understand the city's relationship with nature and sustainability progress achieved thus far. This chapter provides an overview of the crucial role nature plays in the City and highlights sustainability actions undertaken to date.

Oregon's Connection to Nature

The City of Oregon is located in a naturally scenic and historically rich region within the Rock River Valley. Hosting a diverse array of natural features, including the Rock River, state parks, greenways, and other natural areas, the City prides itself on its connection to nature.

The Rock River is Oregon's most prominent environmental feature; woodlands and greenways defining the riverfront and its various islands. The Rock River, along with the Kyte River and Gale Creek, support natural stormwater management, wildlife habitats, and recreational activities in Oregon. The City has and will continue to capitalize on this resource by promoting eco-tourism, redeveloping the riverfront into a pedestrian-friendly, mixed-use district, and prioritizing the health of the river's ecosystem.



Image source: City of Oregon

The City is home to an extensive park system. The Oregon Park District owns or manages 11 park sites, totaling 160 acres of open space. Additionally, the Illinois Department of Natural Resources (IDNR) owns 4,307 acres of land within the Oregon Park District boundary, including Castle Rock State Park, Lowden-Miller State Forest, and Governor Lowden State Park. Roughly 710 acres of this land are designated as an Illinois Nature Preserve.

The City of Oregon values its abundance of natural resources and strives to ensure an environmentally healthy community for its citizens and its natural ecosystems. This Sustainability Plan encourages the protection, preservation, and restoration of the City's natural areas.

Sustainability Timeline

In recent years, Oregon has begun transitioning into a more eco-friendly community through implementation of sustainability practices and preservation of the City's natural resources. In 2021, the City conducted an energy audit for the Oregon Coliseum, City Hall, and the Street Department to determine their energy consumption levels and identify improvement strategies for energy efficiency. In 2023, the City installed its first electric vehicle (EV) charging station to support and promote the use of EVs in the city. The timeline below illustrates Oregon's sustainability achievements throughout the past decade.

Establishment of the Sustainability Committee

On December 14, 2021, Mayor Ken Williams announced the formation of the City of Oregon's Sustainability Committee. The purpose of the committee is to educate, advocate, and support the environment, as well as provide guidance on the economic and social sustainability of the community through partnerships with residents, businesses, and visitors.



Image source: City of Oregon

When the Sustainability Committee was first announced, Mayor Ken Williams acknowledged Oregon as "blessed with an abundance of natural resources and beauty," and he emphasized, "it is important for us to honor the gifts that ecotourism affords our residents and visitors and know it's imperative to protect those for future generations."

The committee is volunteer-led, consisting of four local environmental experts and three city representatives. This group led the formation and development of the Sustainability Plan, and they are at the forefront of guiding

2017

the City in energy and natural resource conservation. The committee also serves as a resource for community outreach and education programs.

Sustainable Business Program

In coordination with the development of this Sustainability Plan, the City of Oregon Sustainability Committee is developing a program to promote and recognize sustainability in local businesses, called EcoOregon. This program will define the scope of commitment for businesses or public agencies striving to become more sustainable. EcoOregon will highlight businesses that actively work to show environmental responsibility in the community.

Figure 2-1: EcoOregon Logo



Source: EcoOregon

Figure 2-2: Timeline of Sustainability

30+ YEARS

The City of Oregon

has offered city-wide

recycling for over 30

vears!

City-wide Recycling

Oregon Park District Comprehensive Master

The Oregon Park District produces a comprehensive master plan every 5-10 years to assess park conditions and develop a vision for its future.

DEC 2021

Establishment of the Sustainability Committee The purpose of the committee is to educate. advocate, and support the environment while focusing on Oregon's economic prosperity.

AUG 2022

City-wide Tree Inventory In 2022, the City completed a city-wide tree inventory to achieve Tree City USA recognition and to prepare for more tree plantings.

OCT 2023

EV Charging Stations The City installed EV charging stations to support electrical vehicle use in Oregon.

OCT 2016

Riverfront Plan with pedestrian-friendly, mixed-use development The Riverfront Plan prioritizes the redevelopment of the riverfront area as a pedestrian-friendly, mixed-use district.

NOV 2021

Municipal building's energy

The City conducted energy audits of three municipal buildings in order to assess energy consumption and make improvements.

Converting to LED lightbulbs

In tandem with the energy audits, the City transitioned to energy efficient LED lightbulbs.

APR 2022

Community gardens In 2022, the Oregon Park District began to offer seasonal community garden plots to encourage locally grown produce and cultivate a sense of community.

APR 2023

Off the grid greenhouse The community-driven off the grid greenhouse allows students to grow plants all year without an external heat source or electricity.

Framework

This Sustainability Plan includes an implementation framework designed to work toward city-wide sustainability for the social and environmental well-being of Oregon. The plan is organized around this unifying framework categorized by the following focus areas: City Operations, Community Efforts, Education, Development & Land Use, and Policy. Each focus area provides local context, over-arching strategies to meet sustainability goals, and detailed actions for implementation.

Education

Education in this plan refers to engagement and educational opportunities to increase sustainability knowledge, awareness, and interest throughout the community. The key to long-term sustainability is community engagement, awareness, and education.ⁱⁱⁱ Community involvement can be attained through city events, city forums, social media engagement, educational programs and workshops, and school curricula.

Where We Are Now

The City recognizes the significance and power of education, especially when it comes to sustainability. In 2021, the City established the Oregon Sustainability Committee to serve as the liaison to support the local environment through community education and collaboration. The committee has begun efforts to increase community awareness and knowledge of sustainable topics by providing information and engagement opportunities through community newsletters, websites, and social media platforms.

Throughout the City of Oregon and Ogle County, many organizations dedicate resources to educating the community on sustainable and environmental initiatives.



Image source: City of Oregon

This includes education programs hosted by the Oregon Public Library, Oregon Park District, and Illinois Extension Office. Additionally, the Ogle County Health Department hosts a food locker program to enhance food access, and the Oregon Chamber of Commerce hosts a monthly "Lunch and Learn," which is occasionally used to highlight sustainability practices, such as recycling and waste management efforts.

Recommendations

- 1. Engage the community in waste reduction and recycling.
 - Educate the community on recycling and composting practices.
 - Educate the community to reduce waste by consuming less and reusing items.
 - Discourage fly dumping and littering.
 - Organize a community-wide clean-up day.
 - Engage community volunteers in recycling education and events.
- 2. Offer educational opportunities on sustainability topics that would help residents incorporate sustainability practices into their daily lives.
 - Develop a workshop for farmers and residents on sustainable agriculture best practices.
 - Develop a workshop that promotes water and energy conservation best practices for residents and business owners.
 - Sponsor an annual energy fair to educate residents on energy efficiency strategies and renewable power options.
 - Promote awareness of existing solar tax credit programs.
- 3. Increase the Sustainability Committee's communication and marketing to engage more residents in the City's environmental efforts.
 - Develop annual sustainability reports.

- Create or be included in the City's existing monthly newsletter.
- Increase social media presence.
- Create a page on the City's website for sustainability.
- Establish key areas for public education to highlight sustainable information.
- Establish a Sustainability Committee booth at community events where information is available and volunteers can answer questions and collect comments.
- 4. Cultivate a partnership with local schools to increase environmental education and involvement.
 - Explore the establishment of an environmental club for high school students.
 - Identify environmental volunteer opportunities for interested students needing service hours fulfilled.

City Operations

The City of Oregon (City) is leading the way toward a more sustainable future, setting an example for residents and businesses alike. The City aims to improve sustainability throughout all facets of City operations, including municipalowned and operated buildings, transportation systems, and services, such as waste and water.

Where We Are Now

Municipal Buildings

Buildings require significant resources, generate waste, emit greenhouse gas emissions, and alter the surrounding environment. Energy demand from buildings is a major contributor to greenhouse gas emissions and is often determined or affected by building design. iv Across the United States, buildings are responsible for 29 percent of total U.S. greenhouse gas emissions, mainly due to the energy required to power them. In 2021, the City of Oregon conducted energy audits at key locations including the Oregon Coliseum, City Hall, and the Street Department buildings. These audits aimed to gauge energy consumption of city buildings and identify areas where energy efficiency improvements could be made within municipal operations. Sustainable building best practices encompass a range of strategies, such as employing energy efficiency techniques, utilizing sustainable building materials, and conserving water.



Image source: City of Oregon

Transportation

In Oregon, the primary mode of transportation is singleoccupancy gas-powered vehicles; these vehicles largely contribute to congestion, air pollution, and carbon emissions. In recent years, the City has made progress toward evolving into a pedestrian- and bike-friendly community, providing residents the opportunity to use alternative transportation modes and reduce their carbon footprint. According to Walk Score, downtown Oregon has a 70 out of 100 walk score, indicating most errands can be accomplished on foot, and a 53 out of 100 bike score, indicating the City harbors some biking infrastructure.vi

Additionally, Oregon promotes the use of electric vehicles (EVs), and the City aims to eventually transition to an electric fleet. As of 2024, two EV charging stations have been installed in the city to encourage residents, commuters, and visitors to drive EVs. The charging stations are located within the 5th Street Municipal parking lot and the Harvard State Bank parking lot.



Image source: Region 1 Planning Council

Waste Management

The collection, transportation, and disposal of municipal waste is both environmentally and economically costly, but much of this waste can be recycled, composted, or prevented altogether. In Oregon, an estimated 1086 tons of waste is disposed of annually. Of this waste, 12.2 percent is recycled and 11 percent is yard waste that is then composted. Sustainable waste management includes reduction efforts to mitigate the volume of waste entering landfills by decreasing or eliminating sources of waste. This involves increasing the amount and type of materials that can be recycled, composting natural materials and food scraps, repurposing items, and adopting sustainable purchasing habits such as buying reusable goods and curbing consumerism.



Image source: Cit of Oregon

Recommendations

- 1. Transition City facilities to net zero energy.
 - Conduct energy audits for all municipal facilities.
 - Achieve green building certification for municipal buildings.
 - Install and operate renewable energy systems at municipal facilities.
 - Encourage energy efficiency upgrades of the public works department, police station, fire department, city hall, library, and museums.
 - Encourage the City Council to consider regulations to reduce light pollution and increase energy efficiency efforts.
- 2. Integrate sustainability into all municipal operations.
 - Adopt an environmental purchasing policy.
 - Extend the useful life of physical assets.
 - Incorporate sustainable practices into managing special events.
 - Integrate sustainability into capital planning.

- Inventory, assess, and manage municipal assets sustainably.
- Create a plan for new employee orientation for all departments regarding sustainability and energy efficiency.
- Promote the stormwater management and protection program.
- 3. Support electric vehicle (EV) infrastructure and operate a safe, clean, and efficient fleet.
 - Explore the conversion of the municipal fleet to electric.
 - Identify locations to install additional EV charging stations.
 - Pursue participation in an EV Readiness Program as identified in the City's comprehensive plan.
- 4. Support sustainable material management.
 - Set a waste reduction goal for municipal operations.
 - Promote and practice waste reduction and recycling in municipal operations.
 - Provide access to recycling infrastructure and services at public places.
 - Improve existing curbside recycling program for residents.
 - Identify convenient food waste composting options for residents.
 - Develop a program to track recycling and composting

Community-Wide Efforts

Community-wide efforts target community resilience, community access to sustainability resources, and community-led efforts toward sustainability. This requires a collective effort among the city's diverse organizations, businesses, and residents to enhance communication and foster stronger relationships within the community. By doing so, the city can cultivate a stronger sense of belonging and elevate the overall quality of life for all members of the community.

Where We Are Now

Residential

Residents play a crucial role in the City's sustainability efforts because they contribute to energy and water consumption,

waste disposal, and greenhouse gas emissions. As of 2022, an estimated 42 percent of Oregon residents recycle. Of all curbside waste that is collected in Oregon, only 11.7 percent is recycled and 14.2 percent is yard waste. Residents can help reduce environmental impacts by implementing sustainable practices in their daily lives and at their homes, like planting native plants in yards, reducing waste, conserving energy, and limiting water usage.

Businesses

The City of Oregon values and encourages eco-friendly business practices in the local economy. These practices help to improve citywide sustainability efforts, increase profitability, and generate revenue.vii A number of businesses in Oregon have taken the initiative to increase sustainability efforts; the City seeks to recognize these businesses and other businesses that want to become more environmentally friendly through a sustainable business program, EcoOregon. The EcoOregon program will encourage sustainable business practices, such as sourcing materials responsibly, minimizing consumption of natural resources, reducing carbon emissions, and curbing energy demand.

Community

While sustainability-focused community engagement efforts within the City have been limited, there is evident interest within the community towards sustainability initiatives. One example of this is the community-driven greenhouse project created in April of 2023 designed to educate Oregon High School students on sustainable growing practices. The greenhouse operates completely off the grid by optimizing passive house designs, such as southfacing windows, insulation, solar panels, energy-efficient light bulbs, and sustainable building materials. This forwardthinking demonstration highlights the sustainable potential of Oregon and true community collaboration. This plan will build upon the community's existing interest in eco-friendly practices and cultivate sustainability values across the entire community.



Image source: City of Oregon



Image source: City of Oregon

Oregon is a largely agriculture-based community, and sourcing food locally can support sustainability, community resilience, and the local economy.viii Within Ogle County, there are estimated to be 919 farms as of 2022, totaling 351,824 acres. In addition to the Off the Grid Greenhouse project, Oregon supports local farmers and access to local food through the River's Edge Farmers Market in the summer.

Recommendations

- 1. Increase access to sustainably grown local food.
 - Educate and engage the community in a sustainable food culture.
 - Encourage a partnership between local restaurants and farms to source local and seasonal foods.
 - Incorporate local and healthy options into public food-service procurement and events.
 - Support and promote family and community gardens.
- 2. Cultivate community values based on principles of sustainability.
 - Educate the community about sustainability initiatives using existing municipal communication outlets (i.e., cable TV, newsletter, social media, and podcasts).
 - Use community festivals, lectures, workshops, and other events to disseminate sustainability information.
 - Utilize strategic partnership with other community organizations to promote sustainability.
 - Host environmentally focused event(s), such as a trash clean-up day.
 - Encourage residents to increase involvement with the

City's environmental committees and boards, such as the Sustainability Committee and Tree Board.

- 3. Develop a recognition program to encourage sustainable actions by local businesses.
 - Determine criteria to designate a business as "green."
 - Draft a recycling plan for businesses.
 - Create an EcoOregon logo to recognize sustainable businesses.
 - Increase business recycling efforts by providing facilitation services to identify potential incentives, financial offsets, and grants.
- 4. Promote residential sustainable best practices, including water and energy conversation and waste management.
 - Increase community waste diversion rate by supporting recycling, composting, and donating opportunities.
 - Encourage residents and commuters to travel via active or alternative transportation modes, like biking, walking, or driving an EV.
 - Revise zoning codes to allow for residential generation of renewable energy, including wind or solar power.
 - Work with residents and homeowners associations to promote energy efficiency and water conservation practices.

Policy

Policy in the context of this sustainability plan refers to Oregon zoning codes, ordinances, or policies related to sustainability. These policies serve to mandate actions, implement rules, and set limitations regarding how particular activities, such as landscaping or building development, within the City should be performed or governed. Reforming existing policies and establishing new ones are effective practices to improve sustainability efforts within the City as they encourage and mandate environmentally friendly practices. ix

Where We Are Now

Currently, Oregon has multiple sustainable policies, codes, and ordinances in place. The Oregon Municipal Code includes land use and housing policies that allow for curbside recycling, encourage tree preservation, reduce soil erosion, and prohibit defacing, removing, or harming trees. In building and zoning codes, the City imposes general development standards that mandate the preservation of natural elements. These standards include minimizing disruption to natural features and integrating natural elements into

design concepts wherever feasible. Furthermore, municipal code 32.20.090 requires business districts and parking lots to plant a minimum amount of shade trees. In Oregon, solar energy systems regulations also exist to facilitate the construction, installation, and operation in a manner that promotes economic development, ensures safety, and avoids adverse impacts on natural lands.



Image source: City of Oregon

In 2022, Oregon also adopted a code that prohibits littering, reading "No person shall dump, deposit, drop, throw, discard, leave, cause or permit the dumping, depositing, dropping, throwing, discarding or leaving of litter upon any public or private property in this City, or into any river, lake, pond, or other stream or body of water in this City."

Recommendations

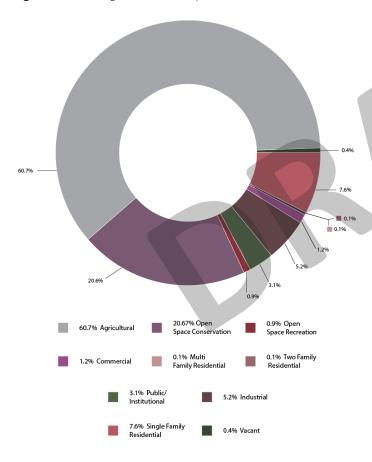
- 1. Update building and zoning codes to encourage best practices for sustainable development.
 - Create incentives to reflect sustainable material use in the residential and non-residential appearance standards.
 - Explore the establishment of sustainable building performance standards for new construction and existing developments.
 - Consider regulations to reduce light pollution through efforts such as down lighting.
- 2. Facilitate the adoption of renewable energy technologies (e.g., solar, geothermal) by adapting building and zoning codes.
- 3. Achieve greater livability through sustainable land use and housing policies.
 - Use zoning and development regulations in strategic locations to increase walkability.
 - Review and amend zoning codes to encourage mixeduse development and include pedestrian-friendly standards.
 - Enact policies that require conservation design best

management practices to protect natural resources.

Development and Land Use

Development and land use refers to all aspects of the built and natural environments, including working lands. The design and location of public parks, roads, malls, landfills, and green spaces are various elements that contribute to the built environment and determine where and how residents interact, commute, and access goods and services. Natural and working lands refer to areas maintained for ecological, recreational, and economic purposes, such as forests, farmlands, and open space.

Figure 3-1: Existing Land Use Composition Pie Chart



Source: City of Oregon

Where We Are Now

Built Environment

Oregon prioritizes mixed-use development in the City to create neighborhoods, green spaces, public services,

and business districts that are integrated, connected, and environmentally friendly. Mixed-use development refers to various forms of land use, such as residential, retail, commercial, employment, civic, and entertainment that are in close proximity, sometimes in the same building. Oregon's downtown district currently includes a variety of land uses, such as commercial, residential, and natural land use, but mixed-use development efforts are continually expanding throughout the city. In 2016 Oregon updated city zoning codes to support pedestrian accessibility along the Rock River to Riverfront Commercial District and re-orient the riverfront from industrial conversion to a greenway; this increased outdoor recreation and created usable public gathering spaces.

Building construction and operation can have significant impacts on the environment, society, and economy.xi For example, energy use from buildings is a significant contributor to greenhouse gas emissions, so designing facilities efficiently is important to improve energy conservation and comfort. Energy efficiency efforts help building owners and operators reduce emissions and electric costs.

Greenspace

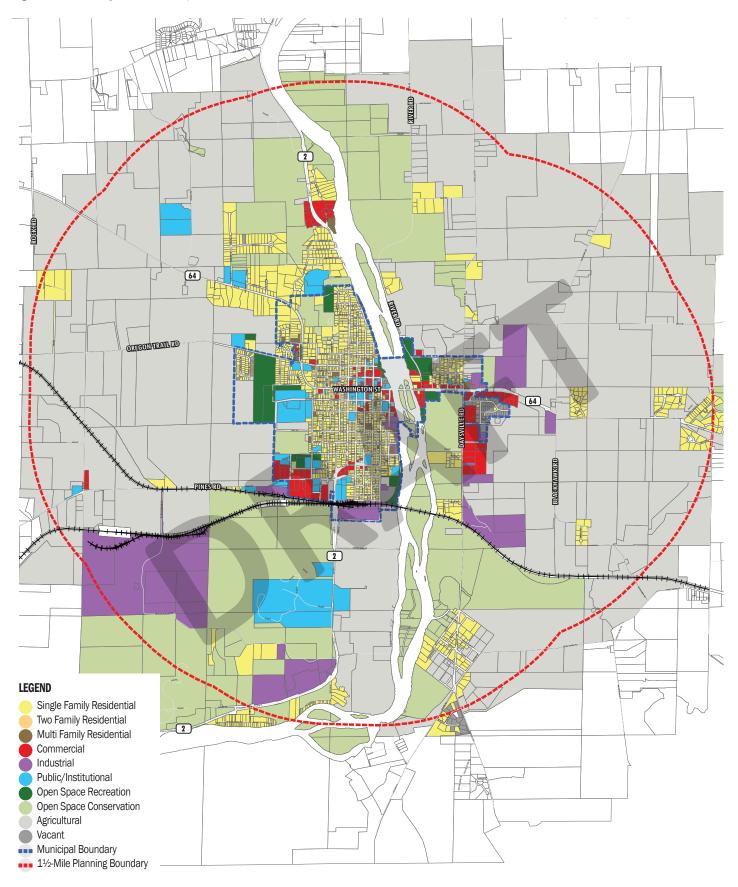
Open spaces and parks provide a variety of environmental, social, and economic benefits. Access to natural land provides numerous benefits to residents and makes a city attractive to visitors and potential investors.xii In Oregon, 92.3 percent of residents who reside within the city municipal boundary live within a mile of access to a park. Parks contribute to the community's overall health by providing spaces to access clean air, water, and open space, as well as recreational opportunities that improve quality of life.

The Oregon Park District owns and manages nearly 150 acres of active and passive open space, and the Illinois Department of Natural Resources owns 4,307 acres of open space within the Park District's boundaries. In Oregon, 20.6 percent of land consists of open space conservation, and



Image source: City of Oregon

Figure 3-2: Existing Land Use Map



Source: City of Oregon

0.9 percent of land is open space recreation.

Agricultural Land

Agriculture is the largest land use type in Oregon, accounting for 60.7 percent of land within Oregon's one-and-a-half-mile planning area. Agricultural land is projected to remain the primary land use across the community, despite the growing trend of development at the edges of Oregon's municipal boundary. Because agricultural land is one of Oregon's key natural resources, implementing sustainable agriculture best practices is important to help improve crop yield and



Image source: City of Oregon

reduce the environmental consequences of agriculture, like greenhouse gas emissions and runoff.

Recommendations

- 1. Incentivize EnergyStar and Leadership in Energy and Environmental Design (LEED) principles and green practices for new commercial buildings and retrofits.
 - Reduce permit fees to developers implementing green practices in new builds or retrofitting existing spaces/buildings.
 - Explore the creation of incentive tiers measurements to increase the number of green building principles.
- 2. Protect, preserve, and increase green spaces.
 - Conduct a tree canopy study to determine the amount of tree canopy in the City.
 - Develop a tree planting program.
 - Assess the structural integrity of trees and proactively mitigate risks through strategic removal and other actions.
 - Increase downtown green space.
- 3. Promote energy-efficient building practices.
 - Incentivize green building practices through reduced permit fees or fast-tracked applications with green building practices.
- 4. Increase and support well-connected, walkable, and mixed-use development.

- Increase sidewalk infrastructure and coordinate sidewalk improvements with the continual creation of an interconnected city-wide trail network.
- Promote Complete Streets principles that provides for safe shared mobility spaces that minimize conflicts between pedestrians, bicyclists, and motorists.
- Build out bike infrastructure and encourage a bicycling culture around town, including on-street bike lanes, shared-use trails, bike racks in commercial areas and parks, etc.

Implementation Matrix

The recommendations listed under each focus area identify projects, policies, and programs to improve citywide sustainability efforts. The implementation matrix on page 14 helps track the Sustainability Plan's implementation progress. This matrix outlines for completion, responsible parties, potential funding sources, and metrics to measure

success for each action item

Implementation Matrix Key:

Responsibility

Public:

ADMIN Administration CC **City Council**

SUS Sustainability Committee CPC **City Planning Commission Public Works Department**

Economic & Community Development Commission ECDC

Oregon Park District PD SD

SW **Ogle County Solid Waste Management Department**

Ogle County Health Department

Partners:

Consultant С **Industry Leaders Neighborhood Residents**

COC **Chamber of Commerce University of Illinois Extension** UIE **IREA Illinois Renewable Energy Association**

FΜ **Farmers Market**

Timeframe:

Ongoing

Short Within 1 year Medium 2-5 years 6-10 years Long

Status:

Completed **Ongoing Future**

Figure 3-3: Implementation Matrix

| EDUCATION | | | | |
|---|---|----------------------|-------------|--------------------------------|
| Strategies | Action Items | Responsibility | Time Frame | Status |
| | Educate the community on recycling and composting practices. | SUS, SW | Short | □ Completed ✓ Ongoing □ Future |
| | Educate the community to reduce waste by consuming less and reusing items. | SUS, SW | Short | □ Completed ✓ Ongoing □ Future |
| Strategy 1: Engage the community in waste reduction and recycling. | Discourage fly dumping and littering. | SUS, SW | Short | □ Completed ✓ Ongoing □ Future |
| , , | Organize a community-wide clean-up day. | ADMIN, SUS, N | Short | □ Completed ✓ Ongoing □ Future |
| | Engage community volunteers in recycling education and events. | ADMIN, SUS, SW | Short | □ Completed ✓ Ongoing □ Future |
| | Develop a workshop for farmers and residents on sustainable agriculture best practices. | ADMIN, UIE | Medium | □ Completed □ Ongoing ✔ Future |
| Strategy 2: Offer educational opportunities on sustainability topics that would help residents incorporate sustainability practices into their daily lives. | Develop a workshop that promotes water and energy conservation best practices for resident and business owners. | SUS, I, UIE, IREA | Medium | □ Completed □ Ongoing ✓ Future |
| | Sponsor an annual energy fair to educate residents on energy efficiency strategies and renewable power options. | SUS, I, UIE, IREA | Long | □ Completed □ Ongoing ✓ Future |
| | Promote awareness of existing solar tax credit programs. | ADMIN, C | Short | □ Completed ✓ Ongoing □ Future |
| Strategy 3: Increase the Sustainability Committee's communication and marketing to engage more residents in the City's environmental efforts. | Develop annual sustainability reports. | SUS | Short- Long | □ Completed □ Ongoing ✓ Future |
| | Create or be included in the City's existing monthly newsletter. | SUS | Short | □ Completed ✓ Ongoing □ Future |
| | Increase social media presence. | SUS | Short | □ Completed ✓ Ongoing □ Future |
| | Create a page on the City's website for sustainability. | ADMIN | Short | □ Completed ✓ Ongoing □ Future |
| | Establish key ares for public education to highlight sustainable information. | SUS, C | Medium | □ Completed □ Ongoing ✓ Future |
| | Establish a Sustainability Committee booth at community events where information is available and volunteers can answer questions and collect comments. | SUS | Short- Long | □ Completed □ Ongoing ✔ Future |

Figure 3-3: Implementation Matrix Continued

| EDUCATION | | | | |
|---|---|----------------|------------------|--------------------------------|
| Strategies | Action Items | Responsibility | Time Frame | Status |
| Strategy 4: Cultivate a partnership with local schools to increase environmental education and involvement. | Explore the establishment of an environmental club for high school students. | ADMIN, SD | Medium | □ Completed □ Ongoing ✓ Future |
| | Identify environmental volunteer opportunities for interested students needing service hours fulfilled. | ADMIN | Short- Medium | □ Completed ✓ Ongoing □ Future |
| CITY OPERATIONS | | | | |
| Strategies | Action Items | Responsibility | Time Frame | Status |
| | Conduct energy audits for all municipal facilities. | ADMIN | Ongoing | ✓ Completed □ Ongoing □ Future |
| | Achieve green building certification for municipal buildings. | ADMIN | Long | □ Completed □ Ongoing ✔ Future |
| Strategy 1: Transition City facilities to net zero energy. | Install and operate renewable energy systems at municipal facilities. | ADMIN | Medium | □ Completed □ Ongoing ✔ Future |
| | Encourage energy efficiency upgrades of the public works departments, police station, fire department, city hall, library, and museums. | ADMIN | Medium | □ Completed ✓ Ongoing □ Future |
| | Encourage the City Council to consider regulations to reduce light pollution and increase energy efficiency efforts. | SUS, CC | Medium | □ Completed □ Ongoing ✔ Future |
| | Adopt an environmental purchasing policy. | ADMIN | Short | □ Completed □ Ongoing ✓ Future |
| Strategy 2: Integrate sustainability into all municipal operations. | Extend the useful life of physical assets. | ADMIN | Short | □ Completed ✓ Ongoing □ Future |
| | Incorporate sustainable practices into managing special events. | ADMIN | Short | □ Completed □ Ongoing ✓ Future |
| | Integrate sustainability into capital planning. | ADMIN | Short | □ Completed □ Ongoing ✓ Future |
| | Inventory, assess, and manage municipal assets sustainably. | ADMIN | Medium | □ Completed □ Ongoing ✓ Future |
| | Create a plan for new employee orientation for all departments regarding sustainability and energy efficiency. | ADMIN | Short | □ Completed □ Ongoing ✓ Future |
| | Promote the stormwater management and protection program. | ADMIN | Short | □ Completed ✓ Ongoing □ Future |

Figure 3-3: Implementation Matrix Continued

| CITY OPERATIONS | | | | |
|---|---|----------------|------------|----------------------------------|
| Strategies | Action Items | Responsibility | Time Frame | Status |
| Strategy 3: | Explore the conversion of the municipal fleet to electric. | ADMIN | Medium | □ Completed □ Ongoing ✓ Future |
| Support electric vehicle (EV) infrastructure and operate a safe, clean, | Identify locations to install additional EV charging stations. | ADMIN | Ongoing | ✓ Completed □ Ongoing □ Future |
| and efficient fleet. | Pursue participation in an EV Readiness Program as identified in the City's comprehensive plan. | ADMIN | Medium | □ Completed □ Ongoing ✓ Future |
| | Set a waste reduction goal for municipal operations. | ADMIN | Short | □ Completed □ Ongoing ✓ Future |
| | Promote and practice waste reduction and recycling in municipal operations. | ADMIN | Short | □ Completed ✓ Ongoing □ Future |
| Strategy 4: Support sustainable material management. | Provide access to recycling infrastructure and services at public places. | ADMIN | Short | □ Completed ✓ Ongoing □ Future |
| | Improve existing curbside recycling program for residents. | ADMIN, I | Short | □ Completed ✓ Ongoing □ Future |
| | Identify convenient food waste composting options for residents. | ADMIN | Long | □ Completed □ Ongoing ✓ Future |
| | Develop a program to track recycling and composting rates. | ADMIN, I | Short | □ Completed ✓ Ongoing □ Future |
| COMMUNITY | | | | |
| Strategies | Action Items | Responsibility | Time Frame | Status |
| Strategy 1: Increase access to sustainably grown local food. | Educate and engage the community in a sustainable food culture. | SUS, HD, FM | Short | □ Completed ✓ Ongoing □ Future |
| | Encourage a partnership between local restaurants and farms to source local and seasonal foods. | SUS, HD, FM | Medium | □ Completed □ Ongoing ✓ Future |
| | Incorporate local and healthy options into public food-service procurement and events. | SUS, HD, FM | Medium | □ Completed ✓ Ongoing □ Future |
| | Support and promote family and community gardens. | SUS, HD, FM | Short | □ Completed ✓ Ongoing □ Future |

Figure 3-3: Implementation Matrix Continued

| COMMUNITY | | | | |
|---|--|-----------------------|------------|--------------------------------|
| Strategies | Action Items | Responsibility | Time Frame | Status |
| | Educate the community about sustainability initiatives using existing municipal communication outlets (i.e., cable TV, newsletters, social media, and podcasts). | ADMIN | Short | □ Completed ✓ Ongoing □ Future |
| Strategy 2: | Use community festivals, lectures, workshops, and other events to disseminate sustainability information. | SUS | Medium | □ Completed □ Ongoing ✓ Future |
| Cultivate community values based on principles of | Utilize strategic partnerships with other community organizations to promote sustainability information. | SUS | Short | □ Completed ✓ Ongoing □ Future |
| sustainability. | Host environmentally focused event(s), such as a trash clean-up day. | ADMIN, SUS, N | Short | □ Completed ✓ Ongoing □ Future |
| | Encourage residents to increase involvement with the City's environmental committees and boards, such as the Sustainability Committee and Tree Board. | ADMIN | Short | □ Completed ✓ Ongoing □ Future |
| Strategy 3: Develop a recognition program to encourage sustainable actions by local businesses. | Determine criteria to designate a business as "green." | SUS, CC | Medium | □ Completed □ Ongoing ✓ Future |
| | Draft a recycling plan for businesses. | SUS, ADMIN, ECDC | Medium | □ Completed □ Ongoing ✓ Future |
| | Create an EcoOregon logo to recognize sustainable businesses. | sus, cc | Short | □ Completed ✓ Ongoing □ Future |
| | Increase business recycling efforts by providing facilitation services to identify potential incentives, financial offsets, and grants. | SUS, SW, ECDC, COC | Medium | □ Completed □ Ongoing ✓ Future |
| Strategy 4: Promote residential sustainable best practices, including water and energy conservation and waste management. | Increase community waste diversion rate by supporting recycling, composting, and donating opportunities. | CC, SUS, SW, UIE | Short | □ Completed ✓ Ongoing □ Future |
| | Encourage residents and commuters to travel via active or alternative transportation modes, like biking, walking, or driving an EV. | CC, SUS, N | Short | □ Completed ✓ Ongoing □ Future |
| | Revise zoning codes to allow for residential generation of renewable energy, including wind or solar power. | CC | Medium | □ Completed □ Ongoing ✓ Future |
| | Work with residents and homeowners associations to promote energy efficiency and water conservation practices. | CC, SUS, I | Medium | □ Completed □ Ongoing ✔ Future |

Figure 3-3: Implementation Matrix Continued

| POLICY | | | | |
|--|---|----------------|------------|----------------------------------|
| Strategies | Action Items | Responsibility | Time Frame | Status |
| Strategy 1: | Create incentives to reflect sustainable material use in the residential and non-residential appearance standards. | ADMIN, SUS | Medium | □ Completed □ Ongoing ✓ Future |
| Update building and zoning codes to encourage best practices for sustainable | Explore the establishment of sustainable building performance standards for new construction and existing developments. | ADMIN, SUS | Medium | □ Completed □ Ongoing ✓ Future |
| development. | Consider regulations to reduce light pollution through efforts such as down lighting. | SUS, PW | Medium | □ Completed □ Ongoing ✓ Future |
| Strategy 2: Facilitate the adoption of renewable energy technologies (e.g., solar, geothermal) by adapting building and zoning codes. | Update building and zoning codes to allow and encourage renewable energy technologies. | ADMIN, CPC | Medium | □ Completed □ Ongoing ✔ Future |
| Strategy 2 | Use zoning and development regulations in strategic locations to increase walkability. | ADMIN, CPC | Short | □ Completed ✓ Ongoing □ Future |
| Strategy 3: Achieve greater livability through sustainable land use and housing policies. | Review and amend zoning codes to encourage mixed-use development and include pedestrian-friendly standards. | ADMIN, CPC | Short | □ Completed □ Ongoing ✓ Future |
| | Enact policies that require conservation design best management practices to protect natural resources. | ADMIN, CPC | Medium | □ Completed □ Ongoing ✓ Future |
| DEVELOPMENT & LAND | USE | | | |
| Strategies | Action Items | Responsibility | Time Frame | Status |
| Strategy 1: Incentivize EnergyStar and Leadership in Energy and Environmental Design (LEED) principles and green practices for new commercial buildings and retrofits. | Reduce permit fees to developers implementing green practices in new builds or retrofitting existing spaces/buildings. | ADMIN, CPC | Medium | □ Completed □ Ongoing ✔ Future |
| | Explore the creation of incentive tiers and measurements to increase the number of green building principles. | ADMIN, CPC | Medium | □ Completed □ Ongoing ✔ Future |
| Strategy 2: Protect, preserve, and increase green space. | Conduct a tree canopy study to determine the amount of tree canopy in the City. | ADMIN | Ongoing | ✓ Completed □ Ongoing □ Future |
| | Develop a tree planting program. | ADMIN | Ongoing | ✓ Completed □ Ongoing □ Future |
| | Assess the structural integrity of trees and proactively mitigate risks through strategic removal and other actions. | ADMIN | Ongoing | □ Completed ✓ Ongoing □ Future |
| | Increase downtown green space. | ADMIN, PD | Short | □ Completed ✓ Ongoing □ Future |

Figure 3-3: Implementation Matrix Continued

| DEVELOPMENT & LAND | USE | | | |
|--|---|----------------|------------|--------------------------------|
| Strategies | Action Items | Responsibility | Time Frame | Status |
| Strategy 3: Promote energy- efficient building practices. | Incentivize green building practices through reduced permit fees or fast-tracked applications with green building practices. | ADMIN, CPC | Short | □ Completed □ Ongoing ✔ Future |
| Strategy 4: Increase and support well-connected, walkable, and mixed- use development. | Increase sidewalk infrastructure and coordinate sidewalk improvements with the continual creation of an interconnected citywide trail network. | ADMIN, PD, CPC | Short | □ Completed ✓ Ongoing □ Future |
| | Promote Complete Streets principles that provide for safe shared mobility spaces that minimize conflicts between pedestrians, bicyclists, and motorists. | ADMIN | Short | □ Completed ✓ Ongoing □ Future |
| | Build out bike infrastructure and encourage a bicycling culture around town, including on-street bike lanes, share-use trails, bike racks in commercial areas and parks, etc. | ADMIN | Short | □ Completed ✓ Ongoing □ Future |



Looking Forward

The City of Oregon's Sustainability Plan provides a framework for the City's long-term sustainability goals. It serves as the guide for public officials, staff, community leaders, businesses, and residents to further the enhancement of existing sustainability efforts throughout the City. However, the adoption of the Sustainability Plan is only the first step in implementing the recommendations identified. The responsibilities and additional steps needed for implementation are detailed below.

Implementation Responsibilities

Implementation is for Everyone

This City of Oregon's Sustainability Plan includes actions that require leadership and engagement from all areas of the community, including City Council, City departments, staff, local businesses, households, and individuals. While many actions can only be accomplished at the city level, the City greatly encourages businesses, organizations, and individuals to provide feedback on sustainability initiatives and policies.

Achieving the goals outlined in this plan requires a sense of responsibility, not only on the City of Oregon, but also on the community as a whole. This plan relies on the engagement of the Oregon community to further the plan's progress. For the success of this plan, it is crucial that the community is engaged and advocates for sustainable action.



Image source: City of Oregon

Sustainability Committee Responsibilities

The Sustainability Committee is responsible for the creation and maintenance of the City of Oregon's Sustainability Plan. Additionally, the committee will monitor the implementation of the plan by ensuring that each action item is executed. This includes following up with responsible parties, tracking progress, and updating timelines. The committee will also provide an annual sustainability progress report that will indicate which action items from the Sustainability Plan have been implemented and where work still needs to be

The Sustainability Committee will use the insight shared in the annual progress report to adjust the goals and recommendations for the next year based on the success of each initiative, community input, funding availability, and community impact. The annual progress report will be shared with the City Council and the Oregon community.

Implementation Steps

1. Day-to-Day Use of the Plan

Following its adoption, the City's Sustainability Plan serves as the sustainability guide for all facets of the City, including land use, economic development, and community resources. City staff should utilize the plan as a reference when assessing policy, land use planning, and development endeavors. Moreover, it should inform the deliberations of local businesses, organizations, and residents interested in sustainability, want to learn about the City's environmental efforts, and are looking for ways to implement sustainability into their lives.

2. Maintain and Strengthen **Cooperation**

Successful implementation of the Sustainability Plan requires community support. Open and continual dialogue between the Sustainability Committee, the City, businesses, community organizations, and residents will promote cooperation and help identify potential projects, opportunities, and resources.

3. Enhance Public Communication

The Sustainability Committee will work toward spreading community-wide awareness about the Sustainability Plan and its recommendations to city staff, businesses, and residents. This communication and engagement will include the following:

- Prepare a summary of the Sustainability Plan and distribute it widely throughout the community,
- Make copies of the Sustainability Plan available and accessible online and at City Hall,
- Invite community involvement through regular feedback from residents and businesses, and
- Keep the public informed on progress through the City's website, newsletter, social media, and community leaders.

4. Identify and Pursue Funding **Sources**

While many of the projects and recommendations identified in the Sustainability Plan can be implemented through existing municipal and community programs, some may require additional technical and/or financial assistance. To address these needs, the Sustainability Committee will search for and pursue a wide range of local, state, and federal resources and programs.

5. Plan Review & Updates

The Sustainability Plan will be reviewed and updated, if necessary, every 3 years. If priorities change or new issues arise, the Sustainability Plan will be revised and updated accordingly. Changes recommended by the Sustainability Committee will be itemized and sent the City Council for final approval.

Resources

Listed below are various sustainability resources that provide assistance and education to interested parties, including residents, businesses, and the agriculture community. The resources include rebates, assistance programs, community information, and environmental education tools.

Residential

Energy Efficiency Assistance & Rebate Programs

Low Income Home Energy Assistance Program (LIHEAP)

This program helps eligible low-income households pay for home energy services, primarily heating during winter months.

Illinois Home Weatherization Assistance Program (IHWAP)

This program helps low-income residents reduce their energy bills by enhancing the energy efficiency of their homes. If the resident is income-eligible, an energy assessor will record information about the home and then use a computerized energy audit program to prioritize weatherization measures.

Nicor Gas Rebates

Rebates for energy efficiency upgrades are available to all current residential Nicor Gas customers for high-efficiency products that use less energy and reduce consumer costs.

Nicor Free Products and Services

This resource provides information regarding energy savings and offers details on free water-saving and weatherization

ComEd Appliance Rebates and Discounts

This resource lists ComEd's current appliance rebates and discounts available each year.

ComEd Income Eligible Rebates and Discounts

This site provides information about available discounts and higher rebates for income-eligible homes for energyefficient appliances and home products.

Metropolitan Mayors Caucus Residential Energy Efficiency & Assistance Programs

Greater Chicago region organization provides information on residential energy efficiency and assistance programs, including communications materials.

Recycling & Waste Management

Ogle County Recycling Information

Here, you can find all recycling information for Ogle County, including electronic recycling, recycling events, drop-off recycling options and locations, and business recycling information.

Republic (formerly Morin Disposal) Recycling Services

This is the waste and recycling company currently servicing Oregon. This old website includes a list of accepted items for curbside disposal and recycling. Republic's new website is here.

Backyard Composting Information

This resource acts as a hub for all composting information, including links to other resources.

University of Illinois Extension Composting Site

The Illinois Extension informational site provides videos and resources about how to begin composting and vermicomposting.

Water Conservation

Oregon Stormwater Management

This is the City of Oregon's municipal code relating to stormwater management; this code aims to diminish threats to public health, safety, and welfare caused by runoff of excessive stormwater from new development and redevelopment.

EPA Start Saving

The EPA webpage shares simple steps and informational tools for water efficiency and water-saving technologies.

One Earth Local

This site hosts water conservation and quality resources from this Chicago area non-profit organization.

GrateWorks Stormwater Protection

This stormwater protection program encourages residents to "adopt" a stormwater grate or drain and pick up nearby litter along the street to prevent it from entering storm sewers and rivers.

Natural Landscaping

MWRD Rain Barrels

This resource provides information on the benefits of rain barrels and how to install home rain barrels.

University of Illinois Extension Rainfall Management

This resource captures information on harvesting rainwater with rain barrels and cisterns, rain gardens, and other water conservation ideas.

Urban Rain Garden

Illinois Urban Rain Garden Plant List

DIY Rain Gardens

These resources provide definitions and descriptions of rain gardens, the benefits of rain gardens, how to construct a rain garden, and what plants to use in Illinois rain gardens.

Businesses

EPA WaterSense Commercial Buildings

WaterSense provides facility managers, building owners, and other stakeholders with a variety of resources and initiatives to help them save water, energy, and operating

Rural Business Development Grant Illinois

The purpose of the program is to promote economic development and job creation projects through the awarding of grant funds to eligible entities. Applications compete in two separate categories, business opportunity grants and business enterprise grants, for use in funding various business and community projects that serve rural areas.

Rural Economic Development Loan & Grant **Program in Illinois**

The Rural Economic Development Loan and Grant programs provide funding for rural projects through local utility organizations. USDA provides zero-interest loans to local utilities which they, in turn, pass through to local businesses (ultimate recipients) for projects that will create and retain employment in rural areas. Ultimately, recipients repay the lending utility directly. The utility is responsible for repayment to USDA.

Illinois Department of Commerce & Economic Opportunity

This website highlights all current DCEO grant opportunities. Users can identify which grant resource is most relevant to their business and learn how to apply.

Rural Microentrepreneur Assistance Program in Illinois

This USDA program provides loans and grants to Microenterprise Development Organizations (MDOs) to help microenterprises start and grow through a Rural Microloan Revolving Fund and provide training and technical assistance to microloan borrowers and micro-entrepreneurs.

Rural Development Grant Program

Illinois Farm Bureau (IFB) is launching a new Rural Development Grant Program to support rural development projects that will positively impact Farm Bureau members and other rural Illinoisans.

Agriculture

Conservation Practice Standards

The United States Department of Agriculture developed national conservation practice standards for the protection of natural resources and land stewardship. These standards provide minimum criteria for the design and installation of conservation practices. Conservation Practice Standards are linked below:

- No Till
- Reduced Till
- Cover Crop Practice
- Filter Strip
- **Grassed Waterway**
- Grass Lined Channel
- **Nutrient Management**
- **Conservation Cover**
- Constructed Wetlands

Community Gardens

Oregon Park District Offering Community Garden Plots

The Oregon Park District is partnering with the Oregon Transition Program to manage a community garden located at Veterans Park on South 10th Street in Oregon. Twelve community garden plots are available to rent each spring.

SeedMoney Community Gardening Resources

This nonprofit organization promotes food, farm, and garden projects in the U.S.

Resources for Finding Local Foods & Supporting Local Farmers

This resource shares links to other websites and directories for local food producers and sustainable eating.

Rodale Institute Vermicomposting for Beginners

This resource provides basic information about composting food waste with worms.

Endnotes

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- Lowe, Melanie et al. "City planning policies to support health and sustainability: an international comparison of policy indicators for 25 cities." Urban Design, Transport, And Health Volume 10, Issue 6 (June 2022). DOI: https://doi.org/10.1016/S2214-109X(22)00069-9.
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"A Brief Guide to the Benefits of Urban Green Spaces." University of Leeds. 2015. https://leaf.leeds.ac.uk/ wp-content/uploads/sites/86/2015/10/LEAF benefits of urban green space 2015 upd.pdf





City of Oregon 115 North 3rd St., Oregon, IL 61061 (815) 732-6321 | cityoforegon.org



Region 1 Planning Council 127 N. Wyman St., Ste. 100 Rockford, IL, 61101 (815) 319-4180 | info@r1planning.org | r1planning.org

COUNCIL MEETING MINUTES Tuesday September 10th, 2024, 5:30 P.M.

City Hall Council Chambers 115 N 3rd Street

The Council of the City of Oregon met Tuesday September 10th, 2024, at 5:30 P.M.

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

Present: Mayor Ken Williams

Council Member Melanie Cozzi Council Member Tim Krug Council Member Terry Schuster Council Member Kurt Wilson City Manager Darin DeHaan City Attorney Paul Chadwick Chief of Police Matt Kalnins City Clerk Cheryl Hilton

Also Present: Bill Covell and Chad Ryan.

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

City Manager Darin DeHaan started the pledge of allegiance.

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

Presentation

None.

Public Hearing

Mayor Ken Williams opened the public hearing regarding the planning, design, and evaluation of the Lead Service Line Replacement Project. Chad Ryan with Fehr Graham said there is approximately one hundred and ninety-two total water line replacements necessary. He also stated they are asking for one hundred percent forgiveness on the loan from the IEPA. Mayor Ken Williams said this program is mandated. He also stated there could be no cost to the citizens for the lead lines that need to be replaced. Chad Ryan said the replacement will be from the water meter inside the residents' home to the water main if necessary. Access to residents' homes will be necessary. A preconstruction meeting will be held with residents, so they know what to expect. He also said it is in the best interest of the resident to participate in the replacement program. If they choose not to participate, they could be expected to pay for the replacement themselves. The cost for replacement is nine to twelve thousand dollars.

Mayor Ken Williams closed the public hearing at 5:49 pm.

Public Comment

None.

Approval of Minutes

Council Member Terry Schuster moved to approve the August 27th, 2024, minutes, Seconded by Council Member Tim Krug.

Approval of Warrants & Payroll

Council Member Kurt Wilson moved to approve payroll in the amount of \$58,174.46 and the current warrants as listed:

| the current warrants as listed: | |
|---|-------------|
| Ace Hardware & Outdoor Center | \$74.98 |
| Altorfer Inc | \$1,352.00 |
| BNSF Railway Company | \$3,824.54 |
| Brooks Jewelers | \$225.00 |
| Butitta Bros. Automotive - Oregon | \$135.06 |
| Butitta Bros. Automotive - Oregon | \$1,606.96 |
| CDW Government | \$1,115.62 |
| Comcast | \$248.98 |
| ComEd | \$8,516.31 |
| Dan Flanagan dba Flangan's Flatwork | \$2,270.00 |
| Envision Healthcare | \$205.00 |
| Ferguson Enterprises LLC dba Pollardwater | \$1,319.39 |
| Fidelity Security Life Insurance | \$153.66 |
| Fischer's | \$500.04 |
| Frontier | \$117.58 |
| Getz Fire Equipment | \$497.25 |
| Grainger | \$855.22 |
| Hagemann Horticulture LLC | \$4,100.00 |
| Helm Civil | \$10,819.36 |
| Highstar Traffic | \$2,182.50 |
| James Taylor | \$420.00 |
| Jen's Artisan Breads Ltd | \$375.00 |
| Jen's Artisan Breads Ltd | \$1,155.00 |
| Kelsey Excavating | \$6,029.00 |
| Ken Williams | \$27.51 |
| Kunes Country Auto Group | \$98.06 |
| Liz Hiemstra | \$571.42 |
| Manheim Solutions | \$2,592.00 |
| MCS | \$145.00 |
| NAPA | \$100.51 |
| No Stone Unturned Crystals & More LLC | \$225.00 |
| Ogle County Clerk & Recorder | \$60.00 |
| Oregon SuperValu | \$13.45 |
| Postmaster | \$350.00 |
| Quill | \$164.08 |
| R.N.O.W. | \$320.84 |
| Republic Services #721 | \$68.00 |
| Rogers Ready Mix | \$702.00 |
| Standard Equipment Co | \$156.93 |
| Steve Benesh & Sons | \$2,400.00 |
| Sundog IT | \$2,473.00 |
| Visa | \$504.88 |
| Visa | \$549.81 |
| Zoro Tools, Inc | \$80.79 |
| , | \$59,701.73 |
| |) |

Seconded by Council Member Melanie Cozzi.

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

Business Items

Council Member Kurt Wilson moved to approve Ordinance 2024-013 Pedal Bus License and Operation, Seconded by Council Member Tim Krug.

Discussion: City Manager Darin DeHaan said references to alcohol on the pedal bus were removed. Council Member Terry Schuster said page six still contains references to alcohol. Mayor Ken Williams asked City Manager Darin DeHaan to strike all references to alcohol from the ordinance.

Council Member Terry Schuster moved to amend the original motion and strike any provisions that allow alcohol, Seconded by Council Member Tim Krug.

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

Council Member Kurt Wilson moved to approve Ordinance 2024-013 Pedal Bus License and Operation, Seconded by Council Member Tim Krug.

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

Council Member Kurt Wilson moved to approve Ordinance 2024-009 Fireworks, Seconded by Council Member Tim Krug.

Discussion: Council Member Tim Krug asked if permit numbers would be issued. City Manager Darin DeHaan said the number of permits would be limited by policy; it is not included in the ordinance. Council Member Melanie Cozzi asked about eliminating the cannon type explosives that make a loud boom due to impacts to residents, animals, and the environment. City Manager Darin DeHaan said he will discuss not having loud percussion type fireworks with the Fire Chief and any firework operator. Mayor Ken Williams suggested approving the ordinance as written and working with firework providers. If there are issues, the city council can revisit the ordinance and make amendments.

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

<u>Proclamations, Commendations, Etc.</u>

None.

Discussion Items

<u>Food Truck Fees:</u> Mayor Ken Williams provided estimated operational costs to local business owners which included property taxes, building maintenance, and utilities. He said food trucks do not have the same associated costs as the businesses who have invested in the community. He said a fee of twenty-two dollars a day would even the playing field for food trucks and put them on the same level as local businesses. Council Member Tim Krug asked where the revenue from this fee would go. Mayor Ken Williams said possibly economic development. Mayor Ken Williams said the fee would

not apply to food trucks at the Farmer's Market location or any food truck operating on private property. Council Member Terry Schuster said the reason for the fee is justifiable. The City Council was agreeable.

Community Solar: City Manager Darin DeHaan said US Solar is offering solar credits to the city, as well as the county and the park district. He said City Attorney Paul Chadwick is currently reviewing the contracts. He handed out a document that contained estimated savings to the city. One of the issues is the length of the contract is twenty years. He and City Attorney Paul Chadwick are working on language to terminate the contract if certain things happen. City Attorney Paul Chadwick said the city could be required to pay a fee to end the contract. Another concern is they do not have the ability to do thirty day or sixty-day net payments, which the city would need in order for the payments to be made with city council approval. City Manager Darin DeHaan said there are no guarantees. Attorney Paul Chadwick suggested the city meets with Mike Mudge for clarification of the program and contracts. City Manager Darin DeHaan said he would schedule a meeting, and he asked all Council members to submit any questions they had to him.

Committee Reports

Economic and Community Development: Planning an offsite meeting.

Finance: Budget to actual reports for next meeting.

<u>Sustainability:</u> Held the public presentation on September 4th. Lauren Kleve with Region One Planning will present the plan to the City Council on September 24th.

<u>Tree Board:</u> Jordan Plock will be joining the committee. The next meeting is scheduled for September 17th.

Department Reports

<u>Chief of Police Matt Kalnins:</u> The police department is accepting applications for two police officers. Chief Kalnins also said Officer Buckwalter's first week went well.

<u>Public Works Director Bill Covell:</u> RT 64 will be completed by the end of the week except for manhole adjustments. He thanked the public works department for the hard work and time that went into the water main break over the weekend. Fog coating will be done on the chip sealed roads. Council Member Terry Schuster asked if applying fog coat will increase the amount of time between chip seal projects for these streets. Bill Covell said yes. Council Member Melanie Cozzi said she has received complaints of dust from residents. Bill Covell said water was dumped onto these streets to help with the dust.

<u>City Manager Darin DeHaan:</u> Complimented the public works department. He said they showed great teamwork while working on the water main break. He said he has had great interactions with the new police officer, Taylor Buckwalter. He believes she will be a great addition to the department and community. Bids for the LED message board at the Sarah Phelps Plaza are due tomorrow.

Council Reports

<u>Council Member Melanie Cozzi:</u> Thanked Chief of Police Matt Kalnins and Officer Tim Brechon for assisting a community member last week at the school.

<u>Mayor Ken Williams:</u> He said AOP is top of mind for most of the community right now and he is looking forward to it. The parade route remains the same as last year.

| Council Member Melanie Cozzi moved to adjourn the mee Member Tim Krug. | ting, Seconded by Council |
|--|---------------------------|
| Roll Call: Cozzi, Krug, Schuster, Wilson, Williams. No Na | ys. |
| Adjourn: 6:31 P.M. | |
| | Ken Williams, Mayor |
| Attest: Cheryl Hilton, City Clerk | |

September 24, 2024

Payroll in amount \$63,550.13

| | \$161,539.80 |
|-----------------------------------|---------------------------|
| Zoro rodio, ino | 421010 |
| Zoro Tools , Inc | \$275.81 |
| VisitNW Illinois | \$30.00 |
| Village of Progress | \$1,280.00 |
| Verizon Connect | \$2,782.14 |
| Verizon | \$490.16 |
| Uniform Den East, Inc | \$1,000.09 |
| Uniform Den East, Inc | \$369.92 |
| The Police & Sheriffs Press | \$167.60 |
| Sun Life Financial | \$415.57 |
| Stratus Network Inc | \$2,030.03 |
| Stillman BancCorp | \$2,036.03 |
| Steve Benesh & Sons | \$2,685.00 |
| Snyder's Pharmacy | \$855.70 |
| Shawn Melville | \$250.00 |
| Shaw Media/Sauk Valley Media | \$324.20 |
| Share Corp | \$200.00 |
| Scott Wallace | \$20,550.40 |
| Republic Service #721 | \$20,550.40 |
| R.N.O.W. | \$400.00 |
| Postmaster | \$780.08 |
| Plum Electric, Inc | \$235.00 |
| Physicians Immediate Care | \$235.00 |
| P.F. Pettibone & Co | \$516.20 |
| Joe Brooks | \$20,000.00 |
| Illinois State Treasurer | \$18.97 |
| Illinois EPA | \$2,747.50 \$58,374.60 |
| Fehr Graham Helm Civil | \$8,911.50 |
| Fehr Graham | \$4,007.25 |
| Fehr Graham | \$4,000.00 |
| Fastenal Fate Control | \$37.01 |
| EM Benefits | \$1,877.64 |
| Cyndi Gelander | \$100.00 |
| ComEd | \$693.02 |
| ComEd | \$223.12 |
| Comcast | \$850.91 |
| Comcast | \$827.51 |
| City of Oregon | \$14,549.77 |
| City of Oregon | \$5,500.00 |
| Cintas | \$147.18 |
| Casper's Home Inspection LLC | \$1,550.00 |
| Butitta Bros. Automotive - Oregon | \$831.78 |
| | \$206.60 |

_____ City Manager



September 12, 2024

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

Re: Sarah Phelps Sign Replacement

Letter of Recommendation on Bid Award

Dear Mr. DeHaan,

In compliance with the Notice To Bidders for the above-referenced project, proposal packages were available through QuestCDN.com and our office with proposals due by 3 p.m., today. Two bids were received and opened at the public bid opening.

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

| | ENGINEER'S ESTIMATE | IMAGE SIGNS | GOLDEN RULE SIGNS |
|----------------|------------------------|-------------|-------------------|
| ESTIMATE / BID | N/A | \$49,950.00 | \$43,904.85 |

Based on the proposals received, Fehr Graham recommends **award of this project to <u>Golden Rule Signs</u>** in the amount of \$43,904.85.

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

Sincerely,

Jason Stoll, PE

Principal

Attachment

O:\Oregon, City of\24-958 - 2024 Engineering Master Services\PH-01 Sarah Phelps Digital Sign Bid\Bid Documents\Bid Tabulation\24-958 PH01 Sarah Phelps Sign Ltr of Rec.docx



Tabulation of Bids



| Local Public | c Agency | | | | | Coun | ty | Section | n Number | Letting D | ate | |
|---------------------|--------------|------------------------|----|----------------|------------|--------------------|-------------|-------------|--------------|--------------|------------|--------|
| City of Ore | egon | | | | | Ogle | ! | | | 09/11/2 | 24 | |
| Approved Engineer's | | Attended By (IDOT Repr | | ve(s)) | | Bidder's Name | Image Sigr | ns | Golden Rul | e Signs | | |
| | \$0.00 | | | | | Bidder's Address | 7323 N. Alı | oine Road | 1083 Brook | s Industrial | | |
| | | | | | | City, State, Zip | Rockford IL | 61111 | Shelbyville, | KY 40065 | | |
| | | | | | Р | roposal Guarantee | | | N/A | | | |
| | | | | | | Terms | N/A | | N/A | | | |
| | . | | | | | ngineer's Estimate | | | | | | |
| Item No. | Item | Delivery | | Quantity | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | LUMP SUM BID | | LS | 1 | | \$0.00 | \$49,950.00 | \$49,950.00 | \$43,904.85 | \$43,904.85 | | \$0.00 |
| | | | | | | | | | | | | |
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| | | | | | | | | | | | | |
| | | ' | | • | Total Bid: | As Read: | | \$49,950.00 | \$43,904.85 | | , | |
| Total Bid: | | | | As Calculated: | | \$49,950.00 | | | \$0.0 | | | |
| | | | | | | % Over/Under: | | 19.70 % | | 1.76 % | | |



August 26, 2024

City of Oregon Attn: Darin DeHaan, City Manager 315 North 3rd Street Oregon, Illinois 61061

RE: Proposal for Professional Services

Safe Routes to School

Dear Darin:

In response to your request, Willett, Hofmann & Associates, Inc. is pleased to submit the following proposal for Professional Services for your review and consideration. The scope of services described herein is based on our present understanding of the needs of the Project.

PROJECT UNDERSTANDING:

The City of Oregon received a Safe Routes to School Grant to construct sidewalks in accordance with the attached Exhibit.

SCOPE OF PROFESSIONAL SERVICES:

• Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services as outlined on the attached Exhibit 1 – Scope of Professional Services.

FEE FOR PROFESSIONAL SERVICES:

• Willett, Hofmann & Associates, Inc. proposes to provide the Professional Services described on the attached Exhibit 1 – Scope of Professional Services on a time and material basis for a fee estimated to be One Hundred Twenty-Two Thousand Nine Hundred Dollars (\$122,900.00).

SCHEDULE OF WORK TO BE DONE:

- PE-I Topographic Survey
- PE-I Environmental Survey Request
- PE-I Project Development Report
- PE-I Preliminary Bridge Design & Hydraulic Report
- PE-I Preliminary Design Sketch
- PE-II Final Design Drawings
- PE-II Bidding
- PE-III Construction Staking
- PE-III Construction Observation

Darin DeHaan, City Manager City of Oregon August 26, 2024 Page 2

DELIVERABLES:

Hard copies and electronic copies of Final Design Drawings.

TERMS & CONDITIONS:

• The attached Terms and Conditions are made a part of this Agreement. Additional Services requested above and beyond those described herein shall be provided and performed as outlined on the attached Terms and Conditions.

This proposal is valid for sixty (60) calendar days from the date of this proposal.

The proposed **Scope of Services** described in the attached Exhibit 1 are negotiable, however if the proposed services and terms meet with your approval, please sign this letter agreement and return one copy to our office.

PROPOSAL ACCEPTED:

I hereby authorize this work to proceed as outlined above and have read and accept the attached Terms and Conditions.

| Ву | |
|-------------------------------------|--|
| Name/Title | |
| Date | |
| | & Associates, Inc. and for this opportunity to be of service. ect. If you have any questions, please do not hesitate to call |
| Sincerely, | |
| WILLETT, HOFMANN & ASSOCIATES, INC. | |
| BY Corey J. Buck, DE. | |

Encl.

cc: file

Vice President

General Manager, Sterling Office

EXHIBIT 1 - SCOPE OF PROFESSIONAL SERVICES

PROJECT: City of Oregon

Safe Routes to School

DATE: August 26, 2024

SCOPE OF PROFESSIONAL SERVICES:

Willett, Hofmann & Associates, Inc. proposes to provide the following Professional Services:

- 1. Conduct a topographic survey of the area sufficient to design the project.
- 2. Attend two (2) design meetings.
- 3. Submit Environmental Survey Request to IDOT.
- 4. Submit Project Development Report to IDOT.
- 5. Submit Preliminary Bridge Design & Hydraulic Report to IDOT.
- 6. Prepare a preliminary sketch of proposed pavements.
- 7. Prepare construction drawings including:
 - a. Cover, Summary/Schedule of Quantities, General Notes, Details
 - b. Plan and Profile Sheets
 - c. Pavement Striping Plan
 - d. Cross-Section Sheets
 - e. Structural Desing for bridge
- 8. Prepare project specification book.
- 9. Facilitate bidding.
- 10. Provide Construction Staking.
- 11. Provide Construction Observation Including Documentation and Project Closeout.

SERVICES / ITEMS NOT INCLUDED:

Services / Items not included in this Proposal include but are not limited to the following, however, said services could be included as an Additional Service if so requested:

- 1. Material Testing Services.
- 2. Bid Advertisement Fees.
- 3. Permit Fees.
- 4. Soil Borings.

TERMS AND CONDITIONS - City of Oregon

Standard of Care: Services provided by Willett, Hofmann & Associates, Inc., hereinafter referred to as "WHA", under this Agreement will be performed in a manner consistent with the human degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Additional Services: When Additional Services beyond the defined scope are requested, an amendment will be prepared for approval by the Client prior to commencing work. Additional Services shall be performed on a time and material basis at Standard Hourly Rates in effect at the time the services are performed, or for a negotiated fee.

Billing / Payment: The Client agrees to pay for all services performed and all costs incurred by WHA. Invoices for services shall be submitted either upon completion of such services or on a monthly or otherwise regular or logical basis. Invoices shall be due and payable within 30 days of invoice date. Client shall notify WHA of any objections to the invoice within five (5) working days of receipt. Payment of any invoice indicates Client's acceptance of this Agreement and satisfaction with the services provided. Payment of invoices is in no case subject to unilateral discounting, back charges, or set offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge on the unpaid balance. In the event that any portion of an account remains unpaid after 120 days after the invoice date, WHA may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Termination, Suspension or Abandonment: In the event of termination, suspension or abandonment of the project, WHA shall be equitably compensated for services performed. Either the Client or WHA may terminate this Agreement after giving no less than seven (7) days' written notice if the other party substantially fails to perform in accordance with the terms of the Agreement.

Indemnification: WHA agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by WHA's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom WHA is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless WHA, its officers, directors, employees and subconsultants (collectively, WHA) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor WHA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Certification, Guarantees and Warranties: WHA shall not be required to execute any document that would result in certifying, guaranteeing or warrantying the existence of any conditions.

Dispute Resolution: Any claims or disputes between the Client and WHA arising out of the services provided by WHA or out of this Agreement shall be submitted to non-binding mediation. The Client and WHA agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State of Illinois will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.



TERMS AND CONDITIONS - City of Oregon

Construction Means and Methods: WHA shall not be responsible for, nor have control over or charge of, construction means, methods, sequence, techniques, or procedures, or for any health or safety precautions required by any regulatory agencies in connection with the project.

Construction Observation: When WHA does not provide construction observation services, it is agreed that the professional services of WHA do not extend to or include the review or site observation of the Contractor's work, performance, or pay request approval. In this situation, during construction, the Client assumes the role of the design professional and will hold harmless WHA for the failure of the Contractor's work to conform to the design intent and the contract documents.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. The Client will maintain a contingency fund until construction is completed to pay for field changes, adjustments, or increased scope items. If WHA is performing Construction Observation, all change order amounts requested by Contractors constructing WHA designed items shall be submitted to WHA for review prior to being approved by contract holder. WHA will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to WHA at the discretion of the Contractor, the Client, or the Owner without prior agreement and approval of WHA. WHA shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Project Signs: Project signs displayed at the construction site shall include "Willett, Hofmann & Associates, Inc." as the design professional for the applicable discipline. Articles for publication regarding this project shall acknowledge Willett, Hofmann & Associates, Inc. as the design professional for the applicable discipline.

Electronic Files: The Client hereby grants permission for WHA to use information and data provided by the Client, including electronic background information produced or provided by the Client in the completion of the project. The Client also grants permission to WHA to release WHA's documents (including their backgrounds) electronically to consultants, contractors, and vendors as required in the execution of the project. Before release, WHA will require an executed waiver of liability for the use of any electronic documents and may charge a fee for this information.

Use of Documents: Documents prepared by WHA are instruments of service for use solely with respect to the project. WHA shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of WHA's documents except by mutual agreement in writing.

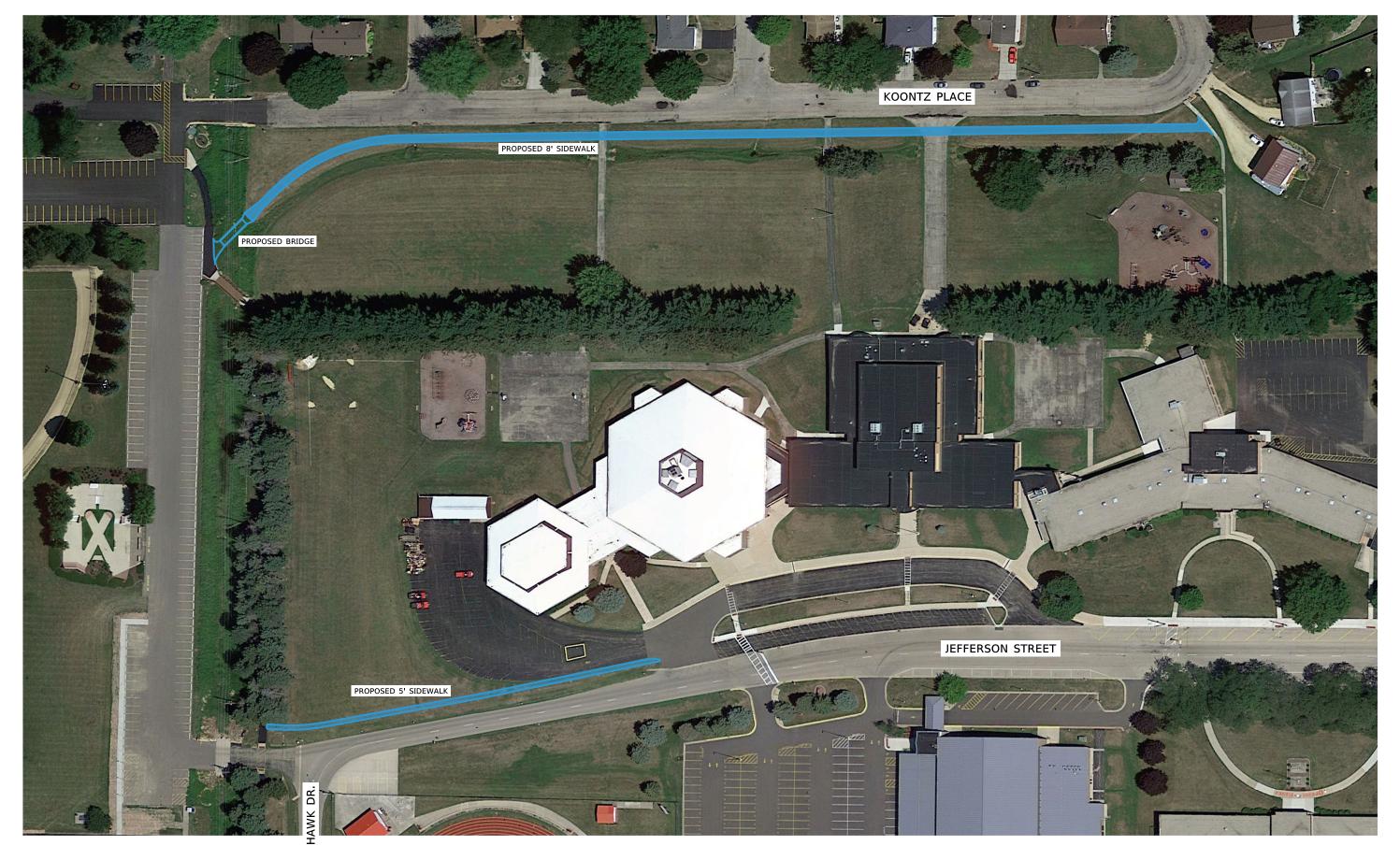
Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WHA as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

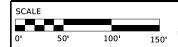


GENERAL RATES FOR ENGINEERING SERVICES (FIELD AND OFFICE) EFFECTIVE APRIL 1, 2024

| CLASSIFICATION OF EMPLOYEE | REGULAR HC | OURLY RATE | OVERTIME RATE | | |
|---|------------|------------|--------------------|--|--|
| | From | То | | | |
| President & General Manager | \$220.00 | \$350.00 | Regular Rate | | |
| Principal Engineering Manager | \$180.00 | \$290.00 | Regular Rate | | |
| Engineering Manager | \$150.00 | \$240.00 | Regular Rate | | |
| Civil Engineer IV | \$140.00 | \$220.00 | Regular Rate | | |
| Civil Engineer III | \$130.00 | \$200.00 | Regular Rate | | |
| Civil Engineering Intern II | \$110.00 | \$180.00 | Regular Rate | | |
| Civil Engineering Intern I | \$90.00 | \$150.00 | Regular Rate | | |
| SPP Civil Engineer I, II, III, IV | \$90.00 | \$220.00 | Regular Rate | | |
| Engineering Intern | \$60.00 | \$100.00 | Regular Rate | | |
| Principal Architectural Manager | \$150.00 | \$230.00 | Regular Rate | | |
| Architect Manager | \$150.00 | \$230.00 | Regular Rate | | |
| Architect IV | \$140.00 | \$220.00 | Regular Rate | | |
| Architect III | \$100.00 | \$170.00 | Regular Rate | | |
| Architectural Intern II | \$70.00 | \$130.00 | Regular Rate | | |
| Architectural Intern I | \$60.00 | \$100.00 | Regular Rate | | |
| SPP Architectural Intern I | \$60.00 | \$100.00 | Regular Rate | | |
| SPP Professional Architect I, II, III, IV | \$60.00 | \$220.00 | Regular Rate | | |
| Principal Prof. Land Surveyor Manager | \$140.00 | \$210.00 | Regular Rate | | |
| Prof. Land Surveyor Manager | \$130.00 | \$200.00 | Regular Rate | | |
| Prof. Land Surveyor IV | \$120.00 | \$190.00 | Regular Rate | | |
| Prof. Land Surveyor III | \$110.00 | \$180.00 | Regular Rate | | |
| Prof. Land Surveyor (SIT) II | \$100.00 | \$170.00 | Regular Rate | | |
| Prof. Land Surveyor (SIT) I | \$90.00 | \$160.00 | Regular Rate | | |
| SPP Professional Land Surveyor I, II, III, IV | \$90.00 | \$190.00 | Regular Rate | | |
| Survey Technician II | \$70.00 | \$120.00 | Regular Rate | | |
| Survey Technician I | \$60.00 | \$100.00 | Regular Rate | | |
| Technician IV | \$90.00 | \$150.00 | 1.3 x Regular Rate | | |
| Technician III | \$80.00 | \$140.00 | 1.3 x Regular Rate | | |
| Technician II | \$70.00 | \$120.00 | 1.3 x Regular Rate | | |
| Technician I | \$60.00 | \$110.00 | 1.3 x Regular Rate | | |
| SPP Technician I, II, III, IV | \$60.00 | \$150.00 | 1.3 x Regular Rate | | |
| Survey Worker Foreman | \$90.00 | \$140.00 | 1.3 x Regular Rate | | |
| Survey Worker | \$70.00 | \$120.00 | 1.3 x Regular Rate | | |
| SPP Survey Worker | \$60.00 | \$100.00 | 1.3 x Regular Rate | | |
| Survey Worker Intern | \$50.00 | \$80.00 | 1.3 x Regular Rate | | |
| Administrative Assistant Supervisor | \$60.00 | \$100.00 | 1.3 x Regular Rate | | |
| Administrative Assistant | \$50.00 | \$90.00 | 1.3 x Regular Rate | | |
| SPP Administrative Assistant | \$40.00 | \$70.00 | 1.3 x Regular Rate | | |
| Human Resource Administrator I | \$60.00 | \$100.00 | 1.3 x Regular Rate | | |
| Bookkeeper | \$70.00 | \$120.00 | 1.3 x Regular Rate | | |
| Bookkeeper/HR Supervisor | \$80.00 | \$140.00 | 1.3 x Regular Rate | | |
| Expenses and Materials | At Cost | | | | |

- The above hourly rates shall be applicable for a period of one year from the date hereon, after which time they shall be subject to adjustments to reflect payroll cost.
- Generally field crews work a nine-hour day, which involves an hour of overtime each day. The rates for field personnel apply office to office exclusive of the lunch period
- SPP Special Personnel (SPP) Employees will be billed at the same rate as a I, II, III, or IV in the same classification.









EXCLUSIVE AGREEMENT

FOR THE COLLECTION, HAULING AND DISPOSAL OF MUNICIPAL SOLID WASTE AND RECYCLABLE MATERIALS IN THE CITY OF OREGON, ILLINOIS

September 24, 2024

THIS EXCLUSIVE AGREEMENT (this "Agreement") is made and entered into as of September 24, 2024, by and between **RRD Holding Company** (the "Service Provider"), and **the City of OREGON**, a political subdivision of the State of Illinois, by and through its city council (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to grant to the Service Provider the exclusive right, license and privilege to collect, haul and dispose of Municipal Solid Waste and Recyclable Materials (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

<u>Bag</u> – Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total capacity of a bag will be between thirty to thirty-five (30-35) gallons and the weight of a bag and its contents shall not exceed thirty-five (35) pounds.

<u>Bundles</u> – Items shall not exceed four (4) feet in length or two (2) feet in height. weighing less than thirty-five (35) pounds, which are securely fastened together, including, but not limited to, cardboard, newspapers and magazines.

<u>Business Day</u> – Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

<u>Commercial Unit</u> – Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste during, or as a result of, its business, including, but not limited to, restaurants, stores, warehouses, factories, malls, schools, hospitals, health care facilities, and sports facilities or complexes.

<u>Construction and Demolition Waste</u> – Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Excluded Waste or Municipal Solid Waste.

<u>Container</u> – Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, whether utilized by a customer or other application for collecting Municipal Solid Waste or Recyclable Materials.

<u>Customer</u> – Any person, entity, organization or the like receiving Services or required to receive Services pursuant to this Agreement.

Excluded Waste – Any Hazardous Waste and any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic material as defined by applicable federal, state or local laws or regulations.

<u>Hazardous Waste</u> – Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any applicable federal or state statute, rule, order or regulation.

<u>Holidays</u> – The following days:

- (1) New Year's Day (January 1st)
- (2) Thanksgiving Day
- (3) Christmas Day (December 25th)
- (4) Labor Day
- (5) Independence Day (July 4th)
- (6) Memorial Day

<u>Industrial Unit</u> – Any manufacturing or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

<u>Landfill</u> – Primary: Rochelle Landfill, Secondary: Winnebago Landfill, or any facility or area of land lawfully receiving Municipal Solid Waste for disposal.

<u>Municipal Facilities</u> – Only those specific municipal locations as set forth in this Agreement.

<u>Multi-Family Residential Unit</u> – Any residential dwelling that is designed for, and inhabited by, up to four (4) family units and that generates and accumulates Municipal Solid Waste.

<u>Municipal Solid Waste</u> – Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal Solid Waste does not include Construction and Demolition Waste or Excluded Waste.

<u>Recyclable Materials</u> – Any non-contaminated materials, which may include but may not be limited to paper, cardboard, plastics, textiles, and wood. Recyclable Materials does not include Municipal Solid Waste, Construction and Demolition Waste, or Excluded Waste.

<u>Residential Unit</u> – Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off – A Container with thirty (30) cubic yards of capacity.

Roll-Out – A Container with ninety-five (95) gallons of capacity for Municipal Solid Waste and Recyclable Materials.

<u>Single-Family Residential</u> – Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

<u>Solid Waste</u> – As defined by the EPA under 40 C.F.R. § 261.2(a)(1) or by applicable state laws, including, without limitation, any such waste that is mixed with or that constitutes Recyclable Materials.

SECTION 2. EXCLUSIVE GRANT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials, the exclusive right, license and privilege to collect, haul and dispose of Municipal Solid Waste and Recyclable Materials over, upon, along, and across the City's present and future streets, alleys, bridges and public properties. In order to maintain the exclusive right in favor of the Service Provider contained herein, the City may take, but shall not be legally obligated to take, any appropriate action against any company, Customer or third-party infringing upon the exclusive rights of the Service Provider. In addition (and regardless of the City's actions or inactions in this regard), the Service Provider may independently enforce, at its sole cost and expense, the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief, and the City shall reasonably cooperate in such enforcement actions brought by the Service Provider.

SECTION 3. OPERATIONS.

- A. <u>Scope of Operations</u>. The Service Provider will collect, haul and dispose of all Municipal Solid Waste and Recyclable Materials (as provided herein) (i) generated and accumulated by Residential Units and Municipal Facilities (ii) placed within Containers by those Residential Units and Municipal Facilities receiving the services of the Service Provider (or otherwise generated and accumulated by those Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services"). The Service Provider agrees to exercise commercially reasonable efforts to utilize the Primary Landfill for disposal of Municipal Solid Waste whenever economically feasible and to use the Secondary Landfill only when disposing of the Municipal Solid Waste at the Primary Landfill is not economically feasible.
- B. <u>Nature of Operations</u>. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials, the title to all Municipal Solid Waste and Recyclable Materials collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties.

- C. <u>Title to Waste</u>. Title to and liability for Municipal Solid Waste and Recyclable Materials shall pass to the Service Provider upon loading of such materials into the Service Provider's trucks. All Customers shall not deposit in the Service Provider's equipment or place for collection by the Service Provider any Excluded Waste. Notwithstanding any other term contained herein, the Service Provider shall have no obligation to collect any material which is, or which the Service Provider reasonably believes to be, Excluded Waste. Title to and liability for any Excluded Waste shall remain with the Customer, even if the Service Provider inadvertently collects and disposes of such Excluded Waste. If the Service Provider finds what reasonably appears to be discarded Excluded Waste, Service Provider shall notify the Customer and the City.
- D. <u>Recyclable Materials</u>. The owners and occupants of any Residential Units and the City, as applicable, agree to comply with any description of and/or procedures with respect to removal of contaminants or preparation of Recyclable Materials as reasonably provided by Service Provider. If any Residential Unit or the City, as applicable, fails to do so, Service Provider may decline to collect such materials without being in breach of this Agreement. Service Provider shall not be responsible for and has not made any representation regarding the ultimate recycling of such Recyclable Materials by any third party facilities.

SECTION 4. <u>RESIDENTIAL UNIT COLLECTION</u>.

Residential Units. A. The Service Provider will collect Municipal Solid Waste from Residential Units on a regular schedule of once per week. Recyclable materials from Residential Units on a regular schedule of Bi-weekly; provided, that (i) such Municipal Solid Waste or Recyclable Materials are placed in Containers provided by Service Provider (Recyclable service is unlimited and will need to be contained in customer owned cans and or rented carts from the service provider), and (ii) such Containers are placed forward facing with handles towards the house, with at least three (3) feet of clearance on each side of the Container from other stationary objects (i.e., light poles, mail boxes, trees, etc.), and within three (3) feet of the curbside or right of way adjacent to the Residential Unit no later than 5:00 a.m. on the scheduled collection day. Additionally, Residential Units may also place two (2) bulk items out for collection on the regularly scheduled collection day for Municipal Solid Waste; provided, however, that such bulk item is placed adjacent to the Container and does not weigh in excess of fifty (50) pounds. For bulk items over 50 pounds or bulk items that cannot be safely collected by one collector, an additional fee will be assessed.

- B. <u>Excess or Misplaced Municipal Solid Waste or Recycled Materials</u>. The Service Provider shall collect all Municipal Solid Waste and Recyclable Materials timely placed within the Roll-Out Containers provided by the Service Provider. The Service Provider will not be required to provide service when Containers are located near cars, mailboxes, or other obstructions in a way that the Service Provider reasonably determines creates an unsafe condition that could cause damage to property or injury to persons.
- C. <u>Yard Waste</u>. From April 1 through November 30 of each year, the Service Provider will collect Yard Waste from Residential Units on a regular schedule of Bi-weekly; provided that such waste is confined to biodegradable paper bags and/or Customer provided containers clearly marked with an "X" and that such bags or containers do not exceed fifty (50) pounds.

SECTION 5. RESERVED

SECTION 6. SPECIAL COLLECTIONS AND SERVICES

A. <u>City Services</u>. At no cost to the City, the Service Provider will provide the following services for the City:

Municipal Facilities - At no additional charge to the City, the Company will provide for the collection and disposal of all municipal waste generated from four (4) City owned buildings and facilities. The company shall also provide, at no additional charge, four (4) dumpsters at a minimum. One (1) dumpster of two (2) cubic yards each at 402 S. 1st Street, 13 Gale Street. 124 North 4th Street, and 115 N. 3rd Street

B. Any Services set forth in this Section that are not utilized by the City within any contract year, will not carry over to the next contract year.

SECTION 7. TITLE TO AND RESPONSIBILITY FOR EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider. However, each Customer shall have care, custody and control of the equipment while at the respective service locations. Customers shall not overload (by weight or volume), move or alter

the equipment, and shall use the equipment only for its proper and intended purpose. Customers must provide unobstructed access to the equipment on the scheduled collection days. The word "equipment" as used in this Agreement shall mean all Containers or other equipment provided by the Service Provider in relation to the Services. In the event a Container becomes lost, unsightly, unsanitary, broken, or unserviceable because of the acts or omissions of a Customer (excluding normal wear and tear), the Customer will be charged for the resulting repairs or replacement and such amounts must be paid to Service Provider upon demand.

SECTION 8. RATES AND FEES.

The initial rates and fees to be charged by and paid to the Service Provider are set forth on <u>Exhibit</u> <u>A</u> attached hereto and incorporated by reference.

SECTION 9. RATE ADJUSTMENTS.

- A. <u>Rate Adjustment</u>. On each annual anniversary date of this Agreement, the rates set forth in this Agreement, including Exhibit A, shall be increased by four percent (4%).
- B. <u>Disposal and Governmental Fee Cost Adjustments</u>. At any time during the term of this Agreement, the Service Provider may also increase the rates set forth in this Agreement to pass through increases (as documented in Subsection C below) in disposal fees, in the Service Provider's costs due to changes in local, state or federal rules, ordinances or regulations applicable to the Service Provider's operations or the services provided hereunder, and in any newly imposed taxes, fees or other governmental charges assessed against or passed through to the Service Provider (other than income or real property taxes). In the event of a change in law as provided above, the parties agree to negotiate, in good faith, an adjustment to the pricing for the contract year and future contract years.
- Operating Cost Adjustments. At any time during the term of this Agreement, not to exceed once per contract year, the Service Provider may also petition the City for additional rate and price adjustments at reasonable times on the basis of material or unusual changes in its costs of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The Service Provider and the City agree to negotiate in good faith to make an equitable adjustment to the Service Provider's compensation under this Agreement for the contract year and future

contract years required as a result of any such operating cost adjustments. In the event the parties do not agree upon a requested rate increase or the impact of such increase on rates in future contract years, either party may, in its sole discretion, terminate this Agreement upon ninety (90) days' written notice to the other party.

SECTION 10. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Excluded Waste.

SECTION 11. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on December 1, 2024 and concluding on November 30th, 2029 (the "Initial Term"). At the expiration of the Initial Term of this Agreement, the parties hereto may mutually agree in writing to extend the Agreement for successive periods of five (5) years (each, a "Renewal Term," and together with the Initial Term, the "Term").

SECTION 12. ENFORCEMENT.

The City shall take any action it determines, in its sole and absolute discretion, to be reasonably necessary to prevent any other solid waste collection company from conducting business in violation of the exclusive rights granted herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement within a rolling twelve-month period, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Customer utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Customers for the purposes of rendering the Services contemplated hereby.

SECTION 13. PROCESSING, BILLING AND FEES.

A. <u>Monthly Statements</u>. The Service Provider will invoice the City monthly according to the rates and fees set forth on <u>Exhibit A</u> attached hereto and incorporated herein by reference. The City shall pay all invoiced amounts to the Service Provider within 30 days of each invoice date. The City is solely responsible for invoicing and collecting payments from all Customers, including all Residential Units.

- B. <u>Taxes</u>. The City shall also be responsible for paying any and all sales, use, and service taxes assessed or payable in connection with the Services.
- C. <u>Bad Debt; Unpaid Amounts.</u> Payments owed to the Service Provider are not dependent or contingent upon the City collecting any amounts from Customers. The Service Provider shall not be held responsible for the collection of "bad debt" billed by and owed to City for the Services, nor shall the Service Provider be penalized for Services rendered that remain unpaid by any Residential Unit.

SECTION 14. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste and Recyclable Materials not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste and Recyclable Materials placed outside of the Containers by any Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Recyclable Materials. Should such excess Municipal Solid Waste and Recyclable Materials continue to be placed outside of the Containers, the City shall require such Residential Units to increase the frequency of collection of such Municipal Solid Waste and Recyclable Materials, or require the Residential Units to utilize a Container with sufficient capacity so the excess Municipal Solid Waste and Recyclable Materials will be regularly contained. The Service Provider shall be compensated for these additional Services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 15. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. <u>Notice from the Service Provider</u>. It is specifically understood and agreed that where the owner or occupant of a Residential Unit fails to timely or properly place a Container as directed in this Agreement, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume, or weight of Municipal Solid Waste and Recyclable Materials to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste and Recyclable Materials.

B. <u>Notice from a Residential Unit</u>. In the event that the Service Provider fails to collect Municipal Solid Waste and Recyclable Materials from a Residential Unit without cause, then the Service Provider will use all reasonable efforts to collect such Municipal Solid Waste or Recyclable Materials within one (1) Business Day of the Service Provider receiving notice.

SECTION 16. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 5:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays, and may, in its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such Services on the Business Day immediately following the Holiday.

SECTION 17. CUSTOMER SERVICE.

The City shall field all inquiries and complaints from Residential Units and Municipal Facilities relating to the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints.

SECTION 18. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste and Recyclable Materials.

SECTION 19. PAVEMENT.

The City represents, to the best of City's knowledge, that the City's pavement, curbing or other driving surface or any right of way reasonably necessary for the Service Provider to provide the Services described herein are sufficient to bear the weight of all of the Service Provider's equipment and vehicles reasonably required to perform such Services. The Service Provider will not be responsible for damage to any such pavement, curbing, driving surface or right of way, except to the extent resulting from the Service Provider's negligence or willful misconduct.

SECTION 20. INSURANCE COVERAGES.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in amounts equal to or exceeding the limits specified below:

| <u>Coverage</u> | <u>Limits of Liability</u> |
|---|------------------------------|
| (1) Worker's Compensation | Statutory |
| (2) Employer's Liability | \$1,000,000 |
| (3) Bodily Injury (except automobile) | \$1,000,000 per occurrence; |
| | \$2,000,000 in the aggregate |
| (4) Property Damage Liability (except automobile) | \$1,000,000 per occurrence; |
| | \$2,000,000 in the aggregate |
| (5) Automobile Bodily Injury Liability | \$1,000,000 per person; |
| | \$2,000,000 per occurrence |
| (6) Automobile Property Damage Liability | \$1,000,000 per occurrence |
| (7) Excess or Umbrella | \$1,000,000 per occurrence |

Upon the City's request, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section. The insurance policies set forth in items 3 through 7 above shall be endorsed to include the City, its elected and appointed officials, employees, Service Providers, agents and volunteers as additional named insureds for all activities the Service Provider is obligated to perform or undertake pursuant to this Agreement. Such insurance is to be primary and non-contributory with any insurance secured and maintained by such additional named insureds.

SECTION 21. INDEMNITY.

The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants (collectively, the "Indemnified Parties"), individually and collectively, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) (collectively, the "Claims") to the extent caused by any negligent act or omission or willful misconduct of the Service Provider, its officers and employees. Notwithstanding anything to the contrary contained herein, the Service Provider shall have no obligation to indemnify the Indemnified Parties to the extent any such Claims arise out of: (i) the acts or omissions of any Indemnified Party, (ii) the City's breach of any of the terms, conditions, representations, or warranties contained in this Agreement, or (iii) the violation of any law, rule, regulation, ordinance, order, permit, or license by any Indemnified Party.

SECTION 21.5. PERFORMANCE BOND OR LETTER OF CREDIT.

The Service Provider shall furnish a performance bond for the faithful performance of this Agreement, in a form acceptable to the City, to be executed by a responsible surety company and to be in the penal sum equal to one half (1/2) of the estimated amount of the Service Provider's total compensation for the first year of this Agreement. Such performance bond shall be furnished annually by the Service Provider for the following contract year, and shall indemnify the City against any loss resulting from any failure of performance by the Service Provider. The initial bond shall be posted on or before the date that the Service Provider commences providing Services to the City and bond shall be posted within thirty (30) days of the anniversary of the date on which the Service Provider commenced provision of Services pursuant to this Agreement.

SECTION 22. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 23. TERMINATION.

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder if, after written notification by the complaining party to the breaching party of the existence of the breach, said breach is not cured within five (5) days after receipt of said notice. No termination of this Agreement shall be effective, however, unless the breaching party has failed to cure such breach within thirty (30) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 24. FORCE MAJEURE.

Except for the payment of amounts owed hereunder, the performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such

performance is prevented by a cause or causes beyond reasonable control of such party, but only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, epidemic, pandemic, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations. In the event any force majeure, as defined above, shall continue for a period of thirty (30) days or more, either party may terminate this Agreement by giving the other party written notice of such termination, which shall become effective upon receipt of such notice.

SECTION 25. GOVERNING LAW.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State where the Services are performed, without giving effect to the conflict of laws rules thereof.

SECTION 26. <u>WAIVER</u>. Any failure by either party to enforce the provisions of this Agreement shall in no way constitute a waiver by such party of any contractual right hereunder, unless such waiver is in writing and signed by such party.

SECTION 27. <u>ATTORNEYS' FEES</u>. In any dispute relating to this Agreement, the prevailing party shall fully recover from the non-prevailing party all fees, costs and expenses that the prevailing party reasonably incurred in such dispute, including, without limitation, reasonable attorneys' fees and expenses. In determining which party is the "prevailing party," the Court: (a) <u>must</u> take into account the claims pursued, the claims on which the pursuing party was successful, the claims on which the defending party was successful, the amount of money sought, the amount of money awarded, and offsets or counterclaims pursued (successfully or unsuccessfully) by the other party; and (b) **must not** take into account any other factors provided by law or otherwise.

SECTION 28. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

| If to the City: | |
|---|--|
| City of Oregon 115 N. 3 rd Street Oregon, IL 61061 Attn: Darin DeHaan, City Manager | |
| If to the Service Provider: | |
| PO Box 380 Rochelle, IL 61068 Attn: Michael O'Malley | |
| With a Copy to: | |
| Waste Connections 3 Waterway Square Place, Suite 110 The Woodlands, Texas 77380 Attn: Legal Department | |
| or such other addresses as the parties may | hereafter specify by written notice and delivered in |
| accordance herewith. | |
| PASSED AND APPROVED BY THE CITY | OF OREGON, ILLINOIS CITY COUNCIL |
| MEETING AT A TIME, AND PLACE IN C | OMPLETE CONFORMITY WITH ALL |
| APPLICABLE OPEN MEETING LAWS A | ND ALL OTHER APPLICABLE LAWS THIS |
| 24TH DAY OF SEPTEMBER 2024. | |
| SERVICE PROVIDER: | CITY: |
| RRD HOLDING COMPANY | OREGON, ILLINOIS |
| Ву: | By: |
| Its: | |
| Name: | Name: |
| | ATTEST: |
| | By: |
| | Name: |
| | Title: |

Exhibit A

Rates and Service Levels

Services for Residential Units:

Effective December 1, 2024 the Contractor shall bill the City \$17.65 per Residential Unit which includes the provision of one 95 gallon MSW Roll-Out Container, serviced once per week: and one 95 gallon Recycle Roll-Out Container (unlimited contained), serviced Bi-weekly: (2) bulk items for weekly service. Yard waste service is from April 1 through November 30 of each year, the Service Provider will collect Yard Waste from Residential Units on a regular schedule of Bi-weekly, the opposite week of recycle service.

Additional Containers:

 Annual fee of \$36.00 and a one-time delivery fee of \$30.00, these charges will be billed directly to customer from Northern Illinois Disposal. Residents will need to call 800-930-7321 to set up an account.

*The rates provided for herein shall be subject to the annual increase as outlined under Section 9.



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 CITY COUNCIL AGENDA MEMORANDUM

| To: City Council From: Darin DeHaan, City Manager |
|--|
| Subject: Refuse Rates |
| Action Requested: ☐ Approval ☐ Discussion ☒ Information Only |
| Meeting Date: 9/24/2024 |
| Executive Summary: |
| We need to set the new rates for refuse with the new contract going to Northern Illinois Disposal. |
| Discussion: |

Current Charge Rate: \$18.75

Refuse Service Rates:

New Rate from Northern Illinois Disposal \$17.65. Our charge rate will be \$18.95 that's a 1.07% or \$0.20 mark up from our current charge rate and our administrative/operation cost offset would be \$21,185/yr

Year 2 by contract 4% increase NID's rate would go to \$18.36 and our charge rate will go to \$19.45 with an operation cost offset of \$21,582/yr

This is a significant decrease in capital surplus for Public Health Fund which had been running over \$50,000 annually, but we don't want to pass a large increase onto the community members.

Respectfully submitted,

Darin Destarant

Mayor: Ken Williams City Manager: Darin DeHaan City Clerk: Cheryl Hilton City Attorney: Paul Chadwick Dep Chief of Police: Matt Kalnins Council Member: Terry Schuster Council Member: Kurt Wilson Council Member: Melanie Cozzi Council Member: Tim Krug Director of Public Works: Bill Covell

Resolution 2024-5

A RESOLUTION AUTHORIZING THE DISPOSAL OF PERSONAL PROPERTY OWNED BY THE CITY OF OREGON

WHEREAS, the City of Oregon has determined that it is no longer necessary or useful to, or in the best interest of, the City of Oregon to retain ownership of the personal property hereinafter described; and

WHEREAS, the Mayor and City Council have determined it is in the best interest of the City to dispose of the personal property:

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

Section 1. Pursuant to the power of the City, and the Illinois Municipal Code (65 ILCS 5/11-76-4) and Chapter 2.28 of the Oregon City Code, the City Council finds that the following described personal property now owned by the City of Oregon is no longer necessary or useful to the City, and the best interest of the city will be served by its disposal:

See attached Exhibit A

<u>Section 2</u>. The City Manager or his designee is authorized and directed to sell or dispose of the aforementioned personal property now owned by the City of Oregon through trade-in, private sale, auction, or other means, as approved by the City Manager.

<u>Section 3</u>. The City Manager is hereby authorized and directed to convey and transfer ownership and/or title(s) to aforesaid personal property upon payment in full.

<u>Section 4</u>. This resolution shall be in full force and effect from and after its passage and approval in a manner provided by law.

<u>Section 5</u>. The City Clerk will maintain a list of the disposed personal property according to State record retention laws.

ADOPTED and APPROVED by the City Council of the City of Oregon September 24th, 2024

| Ayes | Nays | Absences | | |
|----------|---------------|----------|---------------------|--|
| | | | | |
| | | | Ken Williams, Mayor | |
| ATTEST | `: | | | |
| Chervl H | ilton City Cl | erk | | |

EXHIBIT A

List of Surplus Personal Property

Public Works Department Make/Model Number

Miscellaneous scrap

Air Compressor Speed Air 020393L900791

Air Tank Nat'l 454441

Tractor Oliver 81-275-519

Road Grader Galion 50362802

Plows Bonnell Industries 11ST42FRM1

Salt Spreader Bonnell 2100 and Swanson

Hot Box 147939

Roller Kohler 4348983

Old miscellaneous tools box of old wrenches, screwdrivers, and mismatched sockets

Fuel tank

Walk behind saw OBTUIJ45586

2-small air compressors Speed Air 05293C793914 & Speed Air 52185P

Concrete grinder Predator 6250009065

Rototiller Choremaster

Police Department Make/Model Number

2014 Dodge Charger 2C3CDXAG8EH186674

2014 Dodge Charger 2C3CDXKT3EH364650

2018 Dodge Charger 2C3CDXKT0JH181376

City Hall Make/Model Number

Grandstream VOIP Phones 298A27QGADA20D8F, 24UMHUTJ90E8E140,

271FT18G308E4950, 271FT18G308E4CCB, 22MT8NAG108B8158, 22MT8NAG108B89B1, 22MT8NAFB0844F075, 271FT18G308E4949, 22MT8NAG108B79E7, 20EYZFSEB0712370,

22MT8NAG108B80CF