



*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 January 28<sup>th</sup>, 2025, 5:30 P.M.  
115 N 3<sup>rd</sup> Street**

**Public Option: Join Meeting via Zoom**

**Meeting ID: 814 2017 1276**

**Passcode: 575502**

**One tap mobile**

**+13092053325**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS**
- 5. PUBLIC COMMENT**
- 6. LEAD LINE SERVICE PROJECT UPDATE – FEHR GRAHAM**
- 7. APPROVAL OF MINUTES**
- 8. APPROVAL OF WARRANTS AND PAYROLL**
- 9. ORDINANCES**
  - a. Discussion and Possible Approval of Ordinance 2025-006 Building and Building Regulations**
- 10. RESOLUTIONS**
- 11. MOTIONS**
  - a. Discussion and Possible Approval of the Decommissioning Plan for US Solar**
  - b. Approve the 2025 Street Projects and Authorize the City Manager to Amend and/or Execute any contracts or project related documents**

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.

- c. Variance request from the Oregon Fire Protection District – Allow for the construction of a non-conforming addition to the existing building as well as a variance of the allowable special uses of the River Front Commercial District – pin #'s 16-03-178-005, 16-03-178-008, and 16-03-178-009

## **12. DISCUSSION ITEMS**

## **13. PROCLAMATIONS, COMMENDATIONS, ETC**

## **14. BOARD AND COMMISSION REPORTS**

- a. **PLANNING**
- b. **ECONOMIC AND COMMUNITY DEVELOPMENT**
- c. **FINANCE**
- d. **SUSTAINABILITY**
- e. **TREE BOARD**
- f. **PUBLIC ART COMMISSION**
- g. **OTHER**

## **15. DEPARTMENT AND OFFICER REPORTS**

- a. **POLICE**
- b. **PUBLIC WORKS**
- c. **CITY CLERK**
- d. **CITY ATTORNEY**
- e. **CITY MANAGER**

## **16. COUNCIL REPORTS**

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

## **17. EXECUTIVE SESSION**

## **18. ADJOURNMENT**

**\*People may attend the meeting in person at City Hall or may watch and participate via Zoom.**

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



COUNCIL MEETING MINUTES  
Tuesday January 14<sup>th</sup>, 2025, 5:30 P.M.  
City Hall Council Chambers  
115 N 3<sup>rd</sup> Street

The Council of the City of Oregon met Tuesday January 14<sup>th</sup>, 2025, 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, Aidan Ellsworth, Josiah Flanagan, Earleen Hinton,  
George Howe, Joyce Lewis, Chad Ryan, and Andy Shaw.

Present via Zoom: Lynn Baylor-Zies.

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

Council Member Tim Krug started the pledge of allegiance.

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

**Presentation**

Joyce Lewis with the Ogle County Health Department spoke to the City Council about food insecurity. Some of the things she spoke about included the Action Grant, mini food centers, growing your own food, sponsors/donations, upcoming educational programs, and poverty simulations.

**Public Comment**

None.

**Approval of Minutes**

Council Member Melanie Cozzi moved to approve the December 10<sup>th</sup>, 2024, minutes, Seconded by Council Member Terry Schuster.

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

**Approval of Warrants & Payroll**

Council Member Kurt Wilson moved to approve payroll in the amount of \$58,225.99 and the current warrants as listed:

Aaron Montoya	\$200.00
Ancel Glink, P.C.	\$505.00
Bill Covell	\$200.00
Blue Cross Blue Shield	\$18,961.96
Bonnell Industries	\$3,087.64

Breanna Wakeland	\$18.22
Breanna Wakeland	\$50.00
Brooks Jewelers	\$225.00
Butitta Bros. Automotive - Oregon	\$173.25
Caspers Home Inspection LLC	\$1,550.00
Cheryl Hilton	\$250.00
Cintas	\$147.18
Comcast	\$265.63
Comcast	\$827.73
Comcast	\$872.81
ComEd	\$210.33
ComEd	\$804.36
Compass Minerals America Inc	\$8,533.05
Corey Fry	\$200.00
Curran Materials Co	\$418.50
Darin DeHaan	\$450.00
Devin DeHaan	\$200.00
EM Benefits	\$1,831.44
Envision Healthcare	\$320.00
Eric Higby	\$200.00
Fehr Graham	\$53,000.00
Ferguson Waterworks #2516	\$225.18
Ferguson Waterworks #2516	\$1,049.72
Fidelity Security Life Insurance	\$175.40
Fischer's	\$393.54
Frontier	\$91.87
Frontier	\$117.68
Galls, LLC	\$13.59
Galls, LLC	\$53.90
Golden Rule Signs	\$10,976.21
Gregory Spencer	\$200.00
Hach Company	\$2,043.37
Hach Company	\$6,710.70
Hagemann Horticulture LLC	\$5,232.00
Hagemann Horticulture LLC	\$11,567.00
Hawkins, Inc	\$425.55
Illinois Association of Chiefs of Police	\$130.00
Jeff Pennington	\$300.00
Jen's Artisan Breads, Ltd	\$375.00
Jordan Plock	\$200.00
Josh Pickering	\$150.00
Ken Williams	\$33.07
Lisa Payne	\$200.00
Lynn Baylor Zies	\$200.00
Manheim Solutions	\$2,592.00
Manheim Solutions	\$2,592.00
Martin and Company Excavating	\$4,404.00
Mary Elliott	\$450.00
Matt Kalnins	\$350.00
MCS	\$145.00

Merlin Hagemann	\$2,276.28
NAPA	\$445.54
National Business Furniture, LLC	\$837.99
Nicor	\$250.57
Northern Illinois Disposal Services	\$24,533.50
O'Brien Civil Works Inc	\$17,128.32
Ogle County Clerk and Recorder	\$60.00
Ogle County GIS	\$1,200.00
Oregon Community Unit School District #220	\$9,138.09
Oregon Rotary Club	\$115.00
Physicians Immediate Care	\$495.00
Polo Cooperative Association	\$4,430.91
Postmaster	\$9.68
Postmaster	\$58.08
Postmaster	\$757.68
Quill	\$75.27
Quill	\$81.98
Quill	\$212.81
Randy Cropp	\$75.00
Ratworx Warehouse	\$169.00
Ray O'Herron Co, Inc	\$528.99
Ray O'Herron Co, Inc	\$686.07
Republic Services #721	\$90.09
Republic Services #721	\$20,550.40
Scott Wallace	\$250.00
Sherwin Industries, Inc	\$1,029.00
Skyler Bethel	\$200.00
Snyder's Pharmacy	\$222.98
Status Network Inc	\$65.09
Sun Life Financial	\$378.51
Sundog IT	\$2,618.15
Sundog IT	\$2,669.04
Taylor Buckwalter	\$150.00
Terry Lester	\$200.00
Terry Lester	\$3,000.00
Timothy Brechon	\$200.00
Trestle Holdings, LLC	\$2,267.58
Uniform Den East, Inc	\$18.30
Uniform Den East, Inc	\$1,421.75
Verizon	\$908.49
Visa	\$834.50
Visa	\$2,006.77
Wiggale LLC	\$4,035.26
Zachary McKean	\$200.00
Zoro Tools, Inc	\$336.84
	<b>\$252,117.39</b>

Seconded by Council Member Tim Krug.

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

### **Business Items**

Public Works Director Bill Covell introduced Aidan Ellsworth to the City Council. Aidan will be working with the water/wastewater department.

Mayor Ken Williams swore in Breanna Wakeland as a City of Oregon Police Officer.

Mayor Ken Williams swore in Officer Timothy Brechon as a Lieutenant for the City of Oregon Police department.

Council Member Terry Schuster moved to approve the 2025 Capital Improvement Projects, Seconded by Council Member Melanie Cozzi.

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

Council Member Melanie Cozzi moved to approve Ordinance 2025-002 an Ordinance updating 2.08.052 Electronic Attendance at Meetings, Seconded by Council Member Kurt Wilson.

**Discussion:** The update will follow state law for electronic attendance at meetings.

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

Council Member Tim Krug moved to approve Ordinance 2025-003 an Ordinance amending Ordinance 2018-119 an Ordinance amending Lee Ogle Enterprise Zone, seconded by Council Member Kurt Wilson.

**Discussion:** Andy Shaw provided information on each of the three ordinances being presented to the City Council. He said each ordinance is being presented individually in case something goes wrong with one of the others.

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

Council Member Tim Krug moved to approve Ordinance 2025-004 an Ordinance amending Ordinance 2018-119 an Ordinance amending Lee Ogle Enterprise Zone, seconded by Council Member Terry Schuster.

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

Council Member Tim Krug moved to approve Ordinance 2025-005 an Ordinance amending Ordinance 2018-119 an Ordinance amending Lee Ogle Enterprise Zone, Seconded by Council Member Terry Schuster.

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

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

None.

### **Discussion Items**

**Building Code Updates:** City Manager Darin DeHaan asked the City Council to review the ordinance one more time. A demolition section was added to the ordinance. He is also

working with the Oregon Fire Protection District on the fire and life safety code. He hopes to present this ordinance in February for approval.

### **Committee Reports**

**Planning:** Public Hearing to be held for the Oregon Fire Protection District regarding the variance request submitted.

**Economic & Community Development:** Creating a focus group of twenty- to thirty-five-year-olds to be included in a one-time meeting to discuss the future of the community and challenges and benefits of living in Oregon.

**Sustainability:** Representatives from ComEd, Nicor, and solar to meet with local businesses at a Lunch & Learn to be held on March 10<sup>th</sup>.

### **Department Reports**

**Police Chief Matt Kalnins:** Thanked City Manager Darin DeHaan for his help.

**Public Works Director Bill Covell:** They have new software that may help with streamlining projects. A meeting will be held soon regarding the Headworks project.

Mayor Ken Williams said the City Council will be going into Executive Session to discuss and assess ongoing legal matters.

Council Member Terry Schuster moved to enter Executive Session at 6:08 pm., Seconded by Council Member Tim Krug.

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

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

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

Adjourn: 6:20 P.M.

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

Attest: \_\_\_\_\_  
Cheryl Hilton, City Clerk



January 28, 2025

Payroll in amount \$63,316.72

Aaron Montoya	\$160.00
AC Pavement Striping Co	\$225,987.74
Aiden Ellsworth	\$160.00
Bill Covell	\$160.00
Bobcat of Dixon	\$210.17
Breanna Wakeland	\$160.00
Brooks Jewelers	\$225.00
Cheryl Hilton	\$160.00
Cintas	\$147.18
City of Oregon	\$5,500.00
City of Oregon	\$13,533.35
Coliseum Museum Art, Antiques & Americana	\$3,505.00
Comcast	\$880.24
Comcast	\$887.94
ComEd	\$256.84
ComEd	\$876.06
ComEd	\$10,566.95
Corey Fry	\$160.00
DeKane Equipment Corporation	\$925.00
Devin DeHaan	\$160.00
Ehmen	\$1,470.00
EM Benefits	\$1,780.11
Eric Higby	\$160.00
Fearer, Nye & Chadwick	\$8,158.01
Fehr Graham	\$91,584.00
Ferguson Waterworks #2516	\$3,101.20
Fischer's	\$1,242.85
Frontier	\$92.06
Gasvoda & Associates, Inc	\$56.00
Gregory Spencer	\$160.00
Hach Company	\$178.00
Hackbarth Truck & Equipment	\$240.00
Hagemann Horticulture LLC	\$4,500.00
Hawkins, Inc	\$516.20
Helm Civil	\$2,548.50
Jacob & Klein, Ltd	\$638.80
Jeff Pennington	\$160.00
John Sweeney	\$500.00
Jordan Plock	\$160.00
Josua Cofield	\$160.00
Julie, Inc	\$231.08
Ken Williams	\$160.00
Kunes Country Auto Group	\$1,302.60
Kurtis Wilson	\$160.00
Lisa Payne	\$160.00



Lynn Baylor Zies	\$160.00
Martin and Company Excavating	\$2,100.00
Mary Elliott	\$160.00
Matthew Kalnins	\$280.00
Melanie Cozzi	\$185.00
Menards	\$76.20
Nicor	\$590.45
Northern Illinois University	\$360.00
Ogle County Clerk and Recorder	\$60.00
Pace Analytical Services	\$420.00
Physicians Immediate Care	\$225.00
Polo Cooperative Association	\$4,307.29
Postmaster	\$756.56
Quill	\$436.63
Ratworx Warehouse	\$1,170.00
Scott Wallace	\$160.00
Shaw Media/Sauk Valley Media	\$61.90
Shawn Melville	\$250.00
Sirchie Acquisition Company, LLC	\$303.00
Skyler Bethel	\$160.00
Stillman BancCorp	\$2,036.03
Sun Life Financial	\$517.16
Taylor Buckwalter	\$160.00
Terry Lester	\$160.00
Terry Schuster	\$160.00
The Economic Development Group	\$5,439.00
Tim Krug	\$160.00
Timothy Brechon	\$160.00
Uniform Den East, Inc	\$576.96
Verizon	\$819.16
Village of Progress	\$1,280.00
Visa	\$1,477.87
Visa	\$1,498.87
Ward, Murray & Johnson, P.C.	\$70.50
Zachary McKean	\$160.00
	<b>\$410,938.46</b>

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City Manager



**CITY OF OREGON  
ORDINANCE 2025-006**

**A CITY ORDINANCE AMENDING CHAPTER 26 BUILDING AND BUILDING REGULATIONS OF THE CITY OF OREGON, ILLINOIS MUNICIPAL CODE**

**WHEREAS**, The City of Oregon, State of Illinois (the "City") is a duly organized and existing City created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances for the benefit of the residents of the City; and

**WHEREAS**, Chapter 26 of the Oregon Municipal Code adopts building and construction codes containing regulations and standards for construction and demolition of buildings and structures in Oregon, Ogle County Illinois; and

**WHEREAS**, the City Building Inspector and the City's Building Code Review Consultant recommend adopting an amendment to the City's Building Code as set forth in this Ordinance; and

**WHEREAS**, the City's corporate authorities find that approving the admendments and additions herein are in the City's best interests for the protection of the public health, safety, and welfare; and

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

**SECTION 1:** **AMENDMENT** "26.04.010 Stop Order" of the City of Oregon Municipal Code is hereby *amended* as follows:

**BEFORE AMENDMENT**

26.04.010 Stop Order

The building code official or an agent designated by the building code official shall have the power to order all work stopped on construction, alteration or repair of buildings within the city if such work is being done in violation of any provision of the code. Work shall not be resumed after the issuance of a stop order except on the written permission of the building code official and countersigned by the City Manager. Such stop order may be served by the building code official or any police officer.

(Code 1987, § 2-105; Ord. No. 1095, § 2, 8-12-1996)

**AFTER AMENDMENT**

26.04.010 Stop Order

The **B**uilding **e**Code **e**Official or an agent designated by the **b**Building **e**Code **e**Official shall have the power to order all work stopped on construction, alteration or repair of buildings within the city if such work is being done in violation of any provision of the code. Work shall not be resumed after the issuance of a stop order except on the written permission of the **b**Building **e**Code **e**Official and countersigned by the City Manager. Such stop order may be served by the **b**Building **e**Code **e**Official or any police officer.

(Code 1987, § 2-105; Ord. No. 1095, § 2, 8-12-1996)

**SECTION 2:            AMENDMENT** “26.04.020 Right Of Entry For Inspection” of the City of Oregon Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

26.04.020 Right Of Entry For Inspection

The building code official or designated agent shall have the power to make or cause to be made an entry into any building or on any premises where work is occurring or has been done which requires the inspection of this official.

(Code 1987, § 2-106; Ord. No. 1095, § 2, 8-12-1996)

AFTER AMENDMENT

26.04.020 Right Of Entry For Inspection

The **b**Building **e**Code **e**Official or designated agent shall have the power to make or cause to be made an entry into any building or on any premises where work is occurring or has been done which requires the inspection of this official.

(Code 1987, § 2-106; Ord. No. 1095, § 2, 8-12-1996)

**SECTION 3:            AMENDMENT** “26.04.050 Awnings” of the City of Oregon Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

26.04.050 Awnings

A. All awnings erected over any street or sidewalk in the city shall be elevated at least

eight feet at the lowest part thereof above the top of the sidewalk and shall not project over such sidewalk to exceed three-fourths of the width thereof, and the roof or covering of all such awnings shall be of duck, canvas, metal or other fire-resistant material, and they shall be supported without posts, by brackets or framework attached firmly and safely to the building so as to leave the sidewalk wholly unobstructed thereby. It shall be unlawful to erect or construct any awning in any other manner, or with any other material than as specified in this paragraph.

- B. When any awning shall become decayed, broken or insecure, the same shall be taken down and removed within 24 hours after notice from the building code official or the city manager.

(Code 1970, §§ 6-1-1, 6-1-2; Code 1987, § 3-3)

**State Law reference**— Municipal regulation of awnings, 65 ILCS 5/11-80-14.

#### AFTER AMENDMENT

##### 26.04.050 Awnings

- A. All awnings erected over any street or sidewalk in the city shall be elevated at least eight feet at the lowest part thereof above the top of the sidewalk and shall not project over such sidewalk to exceed three-fourths of the width thereof, and the roof or covering of all such awnings shall be of duck, canvas, metal or other fire-resistant material, and they shall be supported without posts, by brackets or framework attached firmly and safely to the building so as to leave the sidewalk wholly unobstructed thereby. It shall be unlawful to erect or construct any awning in any other manner, or with any other material than as specified in this paragraph.
- B. When any awning shall become decayed, broken or insecure, the same shall be taken down and removed within 24 hours after notice from the ~~b~~Building ~~e~~Code ~~e~~Official or the ~~e~~City ~~m~~Manager.

(Code 1970, §§ 6-1-1, 6-1-2; Code 1987, § 3-3)

**State Law reference**— Municipal regulation of awnings, 65 ILCS 5/11-80-14.

**SECTION 4:**        **AMENDMENT** “26.04.080 Building Demolition” of the City of Oregon Municipal Code is hereby *amended* as follows:

#### BEFORE AMENDMENT

##### 26.04.080 Building Demolition

The following requirements shall be met before tearing down any building and/or disposing of debris, lumber, brick, etc., within the corporate limits of the city:

- A. Backfilling Of Excavations: Any excavation work in or under city sidewalks or streets shall be backfilled in accordance with specifications required by the city director of public works or his/her designee.
- B. Water And Sewer Mains: All water and sewer mains to abandoned buildings are to be as follows:
  - 1. Water mains must be shut off at the city main connection, or at the curb stop, and to the satisfaction of the public works director or his/her designee.
  - 2. Sewer mains must be properly plugged and remain uncovered until approved by the public works director or his/her designee.
- C. Burying Of Debris Prohibited: No burying of building materials at excavation or demolition site within the corporate limits.
- D. Barricades: Barricades to be erected while demolition work is progressing. Excavation or demolition in or upon any unenclosed lot or ground bounded by any street shall have sufficient fence as long as excavation or demolition shall remain open.
- E. Plan Submittal; Time Estimate; Extensions Of Time: The applicant shall submit his plan for taking down buildings to be razed, including the basic requirements to level and backfill and the time limit for executing the demolition at least ten days prior to demolition. If an extension of time is necessary, the city must be so notified and an extension granted.
- F. Insurance Required: No applicant shall commence excavation or demolition work until the insurance requirements have been obtained and paid for. Homeowner's insurance with liability limits not less than \$100,000.00 for any death or injury to a person and for property damage occurring during the course of the demolition work and cleanup work, including legal fees. A copy of said policy is to be deposited with the clerk of the city.

(Code 1987, § 3-6; Ord. No. 943, 7-30-1987)

## AFTER AMENDMENT

### 26.04.080 Building Demolition

- ~~A. The following requirements shall be met before tearing down any building and/or disposing of debris, lumber, brick, etc., within the corporate limits of the city: Backfilling Of Excavations: Any excavation work in or under city sidewalks or streets shall be backfilled in accordance with specifications required by the city director of public works or his/her designee. Water And Sewer Mains: All water and sewer mains to abandoned buildings are to be as follows: Burying Of Debris Prohibited: No burying of building materials at excavation or demolition site within the corporate limits. Water mains must be shut off at the city main connection, or at the curb stop, and to the satisfaction of the public works director or his/her designee. Sewer mains must be properly plugged and remain uncovered until approved by the public works director or his/her designee. Barricades: Barricades to be erected while demolition work is progressing. Excavation or demolition in or upon any unenclosed lot or ground bounded by any street shall have sufficient fence as long as excavation or demolition shall remain open.~~

- A. ~~Plan Submittal; Time Estimate; Extensions Of Time: The applicant shall submit his plan for taking down buildings to be razed, including the basic requirements to level and backfill and the time limit for executing the demolition at least ten days prior to demolition. If an extension of time is necessary, the city must be so notified and an extension granted. Insurance Required: No applicant shall commence excavation or demolition work until the insurance requirements have been obtained and paid for. Homeowner's insurance with liability limits not less than \$100,000.00 for any death or injury to a person and for property damage occurring during the course of the demolition work and cleanup work, including legal fees. A copy of said policy is to be deposited with the clerk of the city.~~

(Code 1987, § 3-6; Ord. No. 943, 7-30-1987)

**SECTION 5:            AMENDMENT** “26.08.010 Building Permits” of the City of Oregon Municipal Code is hereby *amended* as follows:

**BEFORE AMENDMENT**

26.08.010 Building Permits

- A. It is unlawful to construct or alter any building or structure in the city where there are to be any changes in the height, outside dimensions, or any structural changes, or where the bearing walls of any building or structure are altered, or where a porch, breezeway, carport, or other roofed area is enclosed, without first securing a building permit. No new building permit shall be issued unless the water connection charge, water meter charge, sewer connection charge, and any other cost owed to the city are paid in full.
- B. Applications for such permits shall be made to the city clerk and shall be accompanied by a complete permit application, two site plans and two sets of building plans. The building inspector shall review the plans within 14 days. Upon approval of the plans by the building inspector the city clerk will contact the applicant to pick up the permit. The applicant must remit all permit fees, hookup fees, and any impact fees prior to receiving the approved building permit. Upon payment of all fees, the applicant shall receive a hard copy of the permit to be posted on the premises.
- C. When a building permit is required and work is started or proceeded with prior to obtaining the same, the specified fee shall be doubled. The payment of such doubled fee shall not relieve any person from fully complying with the requirements of this Code, nor from the completion of any work.
- D. It is unlawful to vary materially from the approved plans and specifications deposited with and approved by the building inspector unless amended plans and specifications showing such proposed alteration or variation are first filed with and approved by the building inspector.
- E. Allow 24-hours' advance notification for all inspections. If the building inspector

needs to return more than once for the same phase of any required inspection, an additional fee will be required prior to continuing construction. Work shall not proceed until the building inspector approves various stages of construction.

- F. If the permit holder does not call for required inspections, the building inspector may require the owner or contractor to remove or open any necessary materials for the inspection to be completed.
- G. A permit shall become null and void if construction work is not started within six months from the date the permit is issued. The permit expires after one year. If work is not completed in one year, the applicants holding an unexpired permit may apply for a one time six-month extension, provided the permit holder can show good and satisfactory reasons beyond control that the work cannot be commenced within the six-month period from the original permit issue date.
- H. A permit, which has expired for six months or less, may be renewed provided no changes have been made in the original plans and specifications for such work. The renewal fee shall be as shown in the fee schedule. Permits which have been expired for longer than six months require a new application and payment of the full permit fee as shown in the fee schedule.

(Code 1987, § 3-7; Ord. No. 09-101, 2-23-2009)

## AFTER AMENDMENT

### 26.08.010 Building Permits

- A. It is unlawful to construct or alter any building or structure in the city where there are to be any changes in the height, outside dimensions, or any structural changes, or where the bearing walls of any building or structure are altered, or where a porch, breezeway, carport, or other roofed area is enclosed, without first securing a building permit. No new building permit shall be issued unless the water connection charge, water meter charge, sewer connection charge, and any other cost owed to the city are paid in full.
- B. Applications for such permits shall be made to the city clerk and shall be accompanied by a complete permit application, two site plans and two sets of building plans. The **b**Building **i**nspector shall review the plans within 14 days. Upon approval of the plans by the **b**Building **i**nspector the city clerk will contact the applicant to pick up the permit. The applicant must remit all permit fees, hookup fees, and any impact fees prior to receiving the approved building permit. Upon payment of all fees, the applicant shall receive a hard copy of the permit to be posted on the premises.
- C. When a building permit is required and work is started or proceeded with prior to obtaining the same, the specified fee shall be doubled. The payment of such doubled fee shall not relieve any person from fully complying with the requirements of this Code, nor from the completion of any work.
- D. It is unlawful to vary materially from the approved plans and specifications deposited with and approved by the **b**Building **i**nspector unless amended plans and specifications showing such proposed alteration or variation are first filed with and

approved by the **b**Building **i**Inspector.

- E. Allow 24-hours' advance notification for all inspections. If the **b**Building **i**Inspector needs to return more than once for the same phase of any required inspection, an additional fee will be required prior to continuing construction. Work shall not proceed until the **b**Building **i**Inspector approves various stages of construction.
- F. If the permit holder does not call for required inspections, the **b**Building **i**Inspector may require the owner or contractor to remove or open any necessary materials for the inspection to be completed.
- G. A permit shall become null and void if construction work is not started within six months from the date the permit is issued. The permit expires after one year. If work is not completed in one year, the applicants holding an unexpired permit may apply for a one-time six-month extension, provided the permit holder can show good and satisfactory reasons beyond control that the work cannot be commenced within the six-month period from the original permit issue date.
- H. A permit, which has expired for six months or less, may be renewed provided no changes have been made in the original plans and specifications for such work. The renewal fee shall be as shown in the fee schedule. Permits which have been expired for longer than six months require a new application and payment of the full permit fee as shown in the fee schedule.
- I. When construction is not complete within 180 days, an application for a permit extension shall be provided by the contractor. It shall include the rationale for requesting an extension.
- J. The fee for permit extensions shall be as follows:
  - 1. 1st extension 50% of the original fee.
  - 2. 2nd extension 75% of the original fee
  - 3. 3rd extension 100% of the original fee
  - 4. 4th extension 150% of the original fee.

(Code 1987, § 3-7; Ord. No. 09-101, 2-23-2009)

**SECTION 6:            AMENDMENT** “26.08.020 Inspections” of the City of Oregon Municipal Code is hereby *amended* as follows:

#### BEFORE AMENDMENT

##### 26.08.020 Inspections

- A. Authorization And Enforcement: The city building inspector is hereby granted the authority to make such inspections, tests, or examinations as may be necessary for enforcing the provisions of this chapter or for determining compliance with the requirements therein.
- B. Fines:
  - 1. First Offense: A fine shall be imposed per the fine schedule.



- 2. Subsequent Offense: A fine shall be imposed per the fine schedule.
- C. Permit Holder To Allow Inspection If Not Timely Scheduled: If an inspection is not scheduled in a timely manner, the city building inspector may require the permit holder or contractor to remove, dismantle or open any necessary materials to allow for a proper inspection at the expense of the permit holder.
- D. Injunction; Reimbursement Of Fees And Costs: The municipality may pursue an injunction in the properly designated court, and should the city prevail the permit holder shall be responsible to reimburse the city for all reasonable attorney fees and costs associated with such action.

(Code 1987, § 3-8; Ord. No. 2011-102, 1-24-2011)

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

AFTER AMENDMENT

26.08.020 Inspections

- A. Authorization ~~a~~And Enforcement: The city ~~b~~Building ~~i~~Inspector is hereby granted the authority to make such inspections, tests, or examinations as may be necessary for enforcing the provisions of this chapter or for determining compliance with the requirements therein.
- B. Fines:
  - 1. First Offense: A fine shall be imposed per the fine schedule.
  - 2. Subsequent Offense: A fine shall be imposed per the fine schedule.
- C. Permit Holder ~~t~~To Allow Inspection ~~f~~f ~~n~~Not Timely Scheduled: If an inspection is not scheduled in a timely manner, the city ~~b~~Building ~~i~~Inspector may require the permit holder or contractor to remove, dismantle or open any necessary materials to allow for a proper inspection at the expense of the permit holder.
- D. Injunction; Reimbursement ~~o~~of Fees ~~a~~And Costs: The municipality may pursue an injunction in the properly designated court, and should the city prevail the permit holder shall be responsible to reimburse the city for all reasonable attorney fees and costs associated with such action.

(Code 1987, § 3-8; Ord. No. 2011-102, 1-24-2011)

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

**SECTION 7:            AMENDMENT** “26.08.030 Adopted” of the City of Oregon Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

26.08.030 Adopted

- A. Adoption Of Northwest Illinois Regional Building Code: The city hereby adopts the Northwest Illinois Regional Building Code, together with all amendments and appendix chapters to the family of codes referred as the Northwest Illinois Regional Building Code as the applicable building code for the city. The Northwest Illinois Regional Building Code shall consist of the following:
1. 2015 International Residential Code.
  2. 2015 International Building Code.
  3. 2015 International Existing Building Code.
  4. 2015 International Fire Code.
  5. 2015 International Mechanical Code.
  6. 2015 International Fuel Gas Code.
  7. 2015 Energy Conservation Code.
  8. 2015 International Property Maintenance Code.
  9. 2015 NFPA 101 Life Safety Code.
  10. 2014 National Electrical Code.
  11. Illinois State Plumbing Code (current edition).
- B. Location And Maintenance Of Code: The city shall maintain a copy of the Northwest Illinois Regional Building Code on file and available for inspection in the building department at city hall.
- C. Reference To City: The Northwest Illinois Regional Building Code shall be amended by inserting the reference to the city at all appropriate places.

(Code 1987, § 3-71; Ord. No. 1088, § 1, 5-13-1996; Ord. No. 1181, 11-12-2002; Ord. No. 2015-108, 11-24-2015)

**State Law reference**— Incorporation by reference of certain construction regulations, 65 ILCS 5/1-3-1 et seq.; fire safety regulations, 65 ILCS 5/11-8-1 et seq.; municipal plumbing regulations, 65 ILCS 5/11-20-5; Illinois Plumbing License Law, 225 ILCS 320/0.01 et seq.; municipal control over building and construction, 65 ILCS 5/11-30-1 et seq.

## AFTER AMENDMENT

26.08.030 Adopted

A. The following are the codes that are adopted with the local amendments:

1. 2021 International Residential Code
2. 2021 International Building Code.
3. 2021 International Existing Building Code.
4. 2021 International Fire Code.
5. 2021 International Mechanical Code.
6. 2021 International Fuel Gas Code.
7. Illinois Energy Conservation Code
8. 2021 International Property Maintenance Code.
9. 2021 NFPA 101 Life Safety Code.
10. 2020 National Electrical Code.
11. Illinois State Plumbing Code (current edition).

12. 2021 International Swimming Pool and Spa Code.

B. The following are the amendments to the adopted codes

1. 2021 International Residential Code

The following are the additions, deletions and insertions to the adopted code:

Section 101.1 Insert the City of Oregon

Section 103.1 Insert Building Department

Section 108.2 & 113.4 & 114.4 Insert the City of Oregon fee schedule

Section 112.1 Add the following: The Planning and Zoning Commission shall serve as the Board of Appeals.

Complete Table 301.2

Table 301.2 CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA												
<u>GR OU ND SN OW LO AD</u>	<u>WIND DESIGN</u>				<u>Seismi c Desig n Cate gory</u>	<u>Subject to Damage</u>			<u>Ice Barrier Underl aymen t Requir ed</u>	<u>Flood Hazar d</u>	<u>Air Freez ing Index</u>	<u>Mean Annual Temp</u>
	<u>Sp eed (m ph)</u>	<u>Top ogr aph ic effe cts</u>	<u>Spe cial win d regi on</u>	<u>Win dbor ne Debr is Zon e</u>		<u>Weat herin g</u>	<u>Frost Line Depth</u>	<u>Termi te</u>				
250	11 5	NO	NO	NO	A	Sever e	42	Sever e	YES	<u>See Map</u>	<u>2000</u>	<u>50</u>
MANUAL J DESIGN CRITERIA												
Elevation		<u>Altit ude Cor recti on Fact or</u>	<u>Coin cide nt Wet- Bulb</u>	<u>Indoor winter design dry bulb tempe rature</u>	Indoor winter design Dry-bulb temperature			Outdoor winter design Dry- bulb temperature		<u>Heating temperature difference</u>		

705	1	74	70	70	-1	<u>71</u>
Latitude	Daily Range	Indoor Summer Design Relative humidity	Summer design gains	Indoor summer design Dry-bulb temperature	Outdoor summer design Dry-bulb temperature	<u>Cooling temperature difference</u>
42	M	50	37	75	88	<u>13</u>

R313.1 Change as follows: Townhouse automatic sprinkler systems. An automatic sprinkler system shall be installed in townhouse unless there is a two-fire rated assembly between the townhouses. The rating shall be horizontal or vertical based on the building layout.

R313.2 delete the entire section.

M1601.1.1 add #7.7 Foil faced duct board can only be used for return ducts.

Delete Plumbing Chapters 25 - 32 and insert the Illinois Plumbing Code

Delete Electric Chapters 34 - 41 and insert National Electric Code

Appendices

2. 2021 International Building Code.

The following are the additions, deletions and insertions to the adopted code:

Section 101.1 Insert the City of Oregon

Section 101.4.3. Delete the International Plumbing Code and insert the Illinois Plumbing Code

Section 103.1 Insert Building Department

Section 109.2 & 111.4 & 115.4 Insert the City of Oregon Fee Schedule

Section 113.3 Add the following: The Planning and Zoning Commission shall serve as the Board of Appeals.

Chapter 11 Delete the entire Chapter and insert the Illinois Accessibility Code

Section 1612.3 Insert the City of Oregon Flood Study - 2016

Section 1807.1.4 delete the entire section The use of wood footings and foundations is not allowed.

Appendices

3. 2021 International Existing Building Code

The following are additions, deletions, and insertions to the adopted code:

Section 101.1 Insert the City of Oregon

Section 103.1 Insert Building Department

Section 108.2 & 113.4 and 114.4 Insert the City of Oregon fee schedule

Section 112.1 Add the following: The Planning and Zoning Commission shall serve as the Board of Appeals.

Section 1301.6 Add the following: All local amendments shall be applied regardless of the outcome of the evaluation

4. 2021 International Fire Code

The following are the additions, deletions and insertions to the adopted code:

Section 101.1 Insert the City of Oregon

Section 111.1 Add the following: The Planning and Zoning Commission shall serve as the Board of Appeals.

Sections 107.2 & 112.4 & 113.4 Insert the City of Oregon fee schedule.

Appendices

5. 2021 International Mechanical Code.

The following are the additions, deletions and insertions to the adopted code: \_\_\_\_\_

Section 101.1 Insert the City of Oregon

Section 103.1 Insert Building Department

Section 109.2 & 113.4 & 115.4 Insert the City of Oregon fee schedule

Section 114.1 Add the following: The Planning and Zoning Commission shall serve as the Board of Appeals.

Chapter 15 Delete the International Plumbing Code and insert the Illinois Plumbing Code Appendices

6. 2021 International Fuel Gas Code.

The following are the additions, deletions and insertions to the adopted code:

Section 101.1 Insert the City of Oregon

Section 103.1 Insert Building Department

Section 109.2 & 115.4 & 116.4 Insert the City of Oregon fee schedule

Section 114.1 Add the following: The Planning and Zoning Commission shall serve as the Board of Appeals.

Chapter 15 Delete the International Plumbing Code and insert the Illinois Plumbing Code Appendices

7. Illinois Energy Conservation Code.

The following are the additions, deletions and insertions to the adopted code:

All amendments to the code in the Illinois Energy Conservation Act are applicable.

Sections C101.1 & R101.1 Insert the City of Oregon.

Section C104.2, R104.2 Insert the City of Oregon fee schedule

Section C110.3 & R110.2 Add the following: The Planning and Zoning Commission shall serve as the Board of Appeals.

Chapter C6 Delete the International Plumbing Code and insert the Illinois Plumbing Code

8. 2021 International Property Maintenance Code.

The following are the additions, deletions and insertions to the adopted code:

Section 101.1 Insert the City of Oregon

Section 102.3 Delete the International Plumbing Code and insert the Illinois Plumbing Code

Section 103.1 Insert Building Department

Section 104.1 & 109.4 & 110.4 Insert the City of Oregon fee schedule

Section 108.1 Add the following: The Planning and Zoning Commission shall serve as the Board of Appeals.

Section 302.4 Insert 6 inches for weeds

Section 304.14 Insert May 1 to October 1

Section 602.3 Insert October 1 to May 1

Section 602.4 October 1 to May 1

Chapter 8 Delete the International Plumbing Code and insert the Illinois Plumbing Code

Appendices

9. 2021 NFPA 101 Life Safety Code.

10. 2020 National Electrical Code.

The following are the additions, deletions and insertions to the adopted code:

All wiring systems in a commercial building shall be in pipe (EMT, IMC or Rigid).

All wire shall be copper.

GFCI protection is not required for sump pumps or ice melt outlets.

All single-family homes and duplexes shall have a UFER ground.

11. Illinois State Plumbing Code (current edition).

12. Illinois Accessibility Code (current edition).

13. 2021 International Swimming Pool and Spa Code.

The following are the additions, deletions and insertions to the adopted code:

Section 101.1 Insert the City of Oregon

Section 101.1 Insert the City of Oregon

Section 107.1 Add the following: When there is a conflict between this code and a local ordinance, the stricter shall apply.

Section 103.1 Insert Building Department

Section 108.2 & 113.4 & 114.4 Insert the City of Oregon fee schedule

Section 112.1 Add the following: The Planning and Zoning Commission shall serve as the Board of Appeals.

Chapter 11 Delete the International Plumbing Code and insert the Illinois Plumbing Code

Appendices

- ~~A. Location And Maintenance Of Code: The city shall maintain a copy of the Northwest Illinois Regional Building Code on file and available for inspection in the building department at city hall.~~
- ~~B. Reference To City: The Northwest Illinois Regional Building Code shall be amended by inserting the reference to the city at all appropriate places. (Code 1987, § 3-71; Ord. No. 1088, § 1, 5-13-1996; Ord. No. 1181, 11-12-2002; Ord. No. 2015-108, 11-24-2015)~~

**State Law reference**— Incorporation by reference of certain construction regulations, 65 ILCS 5/1-3-1 et seq.; fire safety regulations, 65 ILCS 5/11-8-1 et seq.; municipal plumbing regulations, 65 ILCS 5/11-20-5; Illinois Plumbing License Law, 225 ILCS 320/0.01 et seq.; municipal control over building and construction, 65 ILCS 5/11-30-1 et seq.

**SECTION 8:            AMENDMENT** “26.08.040 House Numbering Required” of the City of Oregon Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

26.08.040 House Numbering Required

- A. House Numbering Required  
It shall be the duty of the owners or occupants of every house, firm, and corporation in the city to have placed thereon, in a place visible from the street, figures at least three inches high, showing the street number of the house, firm, or corporation.
- B. Failure to Comply Prohibited:  
No person, firm or corporation shall fail to number any house, building or other structure occupied by residents; nor shall any person, firm or corporation, if after receiving notice to do so from the clerk, building inspector, chief of police, or any officer of the city, continue to fail to number his or her house, building or structure.
- C. Penalty  
Any violation of this section after having received a notice from the clerk, building inspector, chief of police or any officer of the city, shall be punished by a fine as established by the City of Oregon fine schedule for each day during or on which a failure to so number continues.

(Ord. No. 2017-108, § 9-64, 7-25-2017)



HISTORY

Amended by Ord. [2020-118](#) on 11/10/2020

AFTER AMENDMENT

26.08.040 House Numbering Required

A. House Numbering Required

It shall be the duty of the owners or occupants of every house, firm, and corporation in the city to have placed thereon, in a place visible from the street, figures at least ~~four~~<sup>three</sup> inches high, showing the street number of the house, firm, or corporation.

B. Failure to Comply Prohibited:

No person, firm or corporation shall fail to number any house, building or other structure occupied by residents; nor shall any person, firm or corporation, if after receiving notice to do so from the clerk, ~~h~~<sup>B</sup>uilding ~~i~~<sup>I</sup>nspector, chief of police, or any officer of the city, continue to fail to number his or her house, building or structure.

C. Penalty

Any violation of this section after having received a notice from the clerk, ~~h~~<sup>B</sup>uilding ~~i~~<sup>I</sup>nspector, chief of police or any officer of the city, shall be punished by a fine as established by the City of Oregon fine schedule for each day during or on which a failure to so number continues.

(Ord. No. 2017-108, § 9-64, 7-25-2017)

HISTORY

Amended by Ord. [2020-118](#) on 11/10/2020

**SECTION 9:** **AMENDMENT** “26.12.010 Imminent Danger” of the City of Oregon Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

26.12.010 Imminent Danger

A. When, in the opinion of the chief of police, in conjunction with the city building inspector or other qualified city official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or material, or operation of defective or dangerous equipment, the chief of police or other city official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The chief of police or city official shall cause to be posted at each entrance to such structure a notice reading as

follows:

This Structure is Unsafe and Its Occupancy Has Been Prohibited by the Chief of Police or City Official.

- B. It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or demolishing the same.

(Code 1987, § 3-101; Ord. No. 1136, 9-27-1999)

#### AFTER AMENDMENT

##### 26.12.010 Imminent Danger

- A. When, in the opinion of the chief of police, in conjunction with the city ~~h~~**B**uilding ~~i~~**I**nspector or other qualified city official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic fumes, gases or material, or operation of defective or dangerous equipment, the chief of police or other city official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The chief of police or city official shall cause to be posted at each entrance to such structure a notice reading as follows:

This Structure is Unsafe and Its Occupancy Has Been Prohibited by the Chief of Police or City Official.

- B. It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition or demolishing the same.

(Code 1987, § 3-101; Ord. No. 1136, 9-27-1999)

**SECTION 10:**            **AMENDMENT** “26.12.020 Temporary Safeguards” of the City of Oregon Municipal Code is hereby *amended* as follows:

#### BEFORE AMENDMENT

##### 26.12.020 Temporary Safeguards

Notwithstanding other provisions of this Code, whenever, in the opinion of the chief of police or city official, in conjunction with the city building inspector, there is imminent danger due to an unsafe condition, the chief of police or city official shall order the necessary work to be done, including the boarding-up of the openings, to render such structure temporarily safe whether or not other legal procedures herein described have been instituted; and shall cause

such other action to be taken as the chief of police or city official, in conjunction with the city building inspector, deems necessary to meet such emergency.

(Code 1987, § 3-102; Ord. No. 1136, 9-27-1999)

AFTER AMENDMENT

26.12.020 Temporary Safeguards

Notwithstanding other provisions of this Code, whenever, in the opinion of the chief of police or city official, in conjunction with the city Building Inspector, there is imminent danger due to an unsafe condition, the chief of police or city official shall order the necessary work to be done, including the boarding-up of the openings, to render such structure temporarily safe whether or not other legal procedures herein described have been instituted; and shall cause such other action to be taken as the chief of police or city official, in conjunction with the city building inspector, deems necessary to meet such emergency.

(Code 1987, § 3-102; Ord. No. 1136, 9-27-1999)

**SECTION 11:** AMENDMENT “26.16.010 Permit” of the City of Oregon Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

26.16.010 Permit

- A. It shall be unlawful to construct any fence or walled area on an area zoned for residential or commercial purposes without having first secured a permit. Said fee to be established from time to time by approval of the city council.
- B. Application shall be made in the office of the city clerk and shall be accompanied by one set of plans or specifications indicating:
  - 1. Where the fence will be located (i.e., distance from lot lines).
  - 2. Height of the fence.
  - 3. Construction materials of fence.

(Code 1987, § 6-2(intro. ¶), (1); Ord. No. 1141, 6-12-2000; Ord. No. 1201, 5-10-2004; Ord. of 4-25-2005)

AFTER AMENDMENT

26.16.010 Permit

- A. It shall be unlawful to construct any fence or walled area on an area zoned for residential or commercial purposes without having first secured a permit. Said fee to be established from time to time by approval of the city council.

B. Application shall be made in the office of the city clerk and shall be accompanied by one set of plans or specifications indicating:

1. Where the fence will be located (i.e., distance from lot lines).
2. Height of the fence.
3. Construction materials of fence.

C. Property pins shall be located before fence is erected or installed

D. The distance from center of the fence pole to the property line shall be 8 inches

E. The fence post holes shall be a minimum of 42 inches below grade

F. The minimum gate for a chain link or wire fence shall be 9

(Code 1987, § 6-2(intro. ¶), (1); Ord. No. 1141, 6-12-2000; Ord. No. 1201, 5-10-2004; Ord. of 4-25-2005)

**SECTION 12:            AMENDMENT “26.16.070 Pool Fences” of the City of Oregon Municipal Code is hereby *amended* as follows:**

#### BEFORE AMENDMENT

##### 26.16.070 Pool Fences

All private swimming pools in the city must be made inaccessible to the general population according to the requirements listed herein. Existing private swimming pools are required to be in compliance with this Code within 90 days of its adoption. Any party found to be in violation of said requirements will be subject to penalty according to OCC 1.16.030.

- A. In-ground Swimming Pools: In-ground swimming pools shall be enclosed by a permanent fence with a minimum height of four feet and shall not exceed eight feet in height. Any access gate in the fence shall be lockable and locked when owner, or any designated and responsible person of at least 14 years of age, is absent. Any commercial pool cover designed to withstand a minimum of 100 pounds of weight may be in lieu of a fence. In that circumstance, the cover must be utilized when the owner, or any designated and responsible person of at least 14 years of age, is absent.
- B. Aboveground Swimming Pools: For swimming pools four feet or more in height, the wall of the swimming pool shall be considered "fencing." The pool shall have a means of limiting access to it when owner, or any designated and responsible person of at least 14 years of age, is absent by either of the following: removing or folding up and locking any ladder; or closing and locking a gate on steps to a deck or landing. If the pool is located within an appropriately fenced yard, the removal or locking of the ladder or steps, or closing and locking a gate on steps to a deck or landing, is not required but is still a recommended safety practice.

(Code 1987, § 6-2(7); Ord. No. 1141, 6-12-2000; Ord. No. 1201, 5-10-2004; Ord. of 4-25-2005)

## AFTER AMENDMENT

### 26.16.070 Pool Fences

All private swimming pools in the city must be made inaccessible to the general population according to the requirements listed herein. Existing private swimming pools are required to be in compliance with this Code within 90 days of its adoption. Any party found to be in violation of said requirements will be subject to penalty according to OCC 1.16.030.

- A. In-ground Swimming Pools: In-ground swimming pools shall be enclosed by a permanent fence with a minimum height of four feet and shall not exceed eight feet in height. Any access gate in the fence shall be lockable and locked when owner, or any designated and responsible person of at least 14 years of age, is absent. Any commercial pool cover designed to withstand a minimum of 100 pounds of weight may be in lieu of a fence. In that circumstance, the cover must be utilized when the owner, or any designated and responsible person of at least 14 years of age, is absent.
- B. Aboveground Swimming Pools: For swimming pools four feet or more in height, the wall of the swimming pool shall be considered "fencing." The pool shall have a means of limiting access to it when owner, or any designated and responsible person of at least 14 years of age, is absent by either of the following: removing or folding up and locking any ladder; or closing and locking a gate on steps to a deck or landing. If the pool is located within an appropriately fenced yard, the removal or locking of the ladder or steps, or closing and locking a gate on steps to a deck or landing, is not required but is still a recommended safety practice unless there is unimpeded access from windows or doors from the house.

(Code 1987, § 6-2(7); Ord. No. 1141, 6-12-2000; Ord. No. 1201, 5-10-2004; Ord. of 4-25-2005)

**SECTION 13:**            **AMENDMENT** "26.04.030 Building Materials" of the City of Oregon Municipal Code is hereby *amended* as follows:

## BEFORE AMENDMENT

### 26.04.030 Building Materials

When any person shall be about to build or repair any house, store, building or other improvement in the city, and shall not have sufficient ground on which to place the necessary materials for such building or improvement, the mayor, with the approval of the council, may grant a written permission, subject to necessary conditions, to such person to place such building materials on a portion of the street or sidewalk as may be approved, for a period not exceeding three months. At the expiration of the time mentioned in such written permission the person who shall have obtained the same, shall remove from such street all building material, rubbish, or other articles placed in such street by virtue of such permission.

(Code 1970, § 3-7-11; Code 1987, § 3-1)

AFTER AMENDMENT

26.04.030 Building Materials

When any person shall be about to build or repair any house, store, building or other improvement in the city, and shall not have sufficient ground on which to place the necessary materials for such building or improvement, the ~~mayor, with the approval of the council~~ Director of Public Works or City Manager, may grant a written permission, with the approval of the city council, subject to necessary conditions, to such person to place such building materials on a portion of the street or sidewalk as may be approved, for a period not exceeding three months. At the expiration of the time mentioned in such written permission the person who shall have obtained the same, shall remove from such street all building material, rubbish, or other articles placed in such street by virtue of such permission.

(Code 1970, § 3-7-11; Code 1987, § 3-1)

**SECTION 14:**        AMENDMENT “26.04.040 Porches; Cellars; Steps; Construction” of the City of Oregon Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

26.04.040 Porches; Cellars; Steps; Construction

- A. No porch, gallery, stoops, steps, stairway, cellar door, cellar stairway, basement stairway, railing or platform, heretofore erected or built, or to be hereafter built or excavated within the city, shall be allowed to extend into or upon any street or sidewalk, nor shall any cellar door rise or project above the surface of the sidewalk, nor shall the hinges or any other thing connected therewith, project or rise above the same, nor shall any staple, lock or fastening be placed on the upper side thereof. Every person being the owner or having the possession of any premises, who shall build, erect or maintain, or cause to be built, erected or maintained, any such porch, gallery, stoop, steps, stairway, cellar door, cellar stairway, basement stairway, railing or platform in violation of the provisions of this section, shall be deemed guilty of violation of this Code.
- B. The mayor, with the approval of the council, may grant a written permission, subject to necessary conditions, for exceptions to paragraph A.

(Code 1970, § 3-7-7; Code 1987, § 3-2)

AFTER AMENDMENT

26.04.040 Porches; Cellars; Steps; Construction

- A. No porch, gallery, stoops, steps, stairway, cellar door, cellar stairway, basement stairway, railing or platform, heretofore erected or built, or to be hereafter built or excavated within the city, shall be allowed to extend into or upon any street or sidewalk, nor shall any cellar door rise or project above the surface of the sidewalk, nor shall the hinges or any other thing connected therewith, project or rise above the same, nor shall any staple, lock or fastening be placed on the upper side thereof. Every person being the owner or having the possession of any premises, who shall build, erect or maintain, or cause to be built, erected or maintained, any such porch, gallery, stoop, steps, stairway, cellar door, cellar stairway, basement stairway, railing or platform in violation of the provisions of this section, shall be deemed guilty of violation of this Code.
- B. The ~~mayor, with the approval of the council~~ Director of Public Works or City Manager, with approval of the council, may grant a written permission, subject to necessary conditions, for exceptions to paragraph A.

(Code 1970, § 3-7-7; Code 1987, § 3-2)

**SECTION 15:            ADOPTION** “26.04.083 Protection Of The Public Properties” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

26.04.083 Protection Of The Public Properties (Non-existent)

AFTER ADOPTION

26.04.083 Protection Of The Public Properties(*Added*)

A. Littering Streets:

- 1. The Contractor shall be responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City in cleaning up any litter or mud shall be charged to the Contractor and be deducted from funds due from the work.
- 2. Littering of the site shall not be permitted.
- 3. All waste materials shall be promptly removed from the site.

B. Street Closure:

- 1. If it should become necessary to close any traffic lanes, it shall be the Contractor's responsibility to acquire the necessary street closure permit and to place adequate barricades and warning signs as required by the City.
- 2. Street or lane closures shall be coordinated with the appropriate City official.

C. Protection of the Public by the Contractor:

- 1. Sidewalks: The contractor shall be responsible for any damage to public

sidewalks abutting or adjacent to the demolition properties resulting from the execution of the demolition work. Contractor shall obtain all permits and pay any fees.

2. Pedestrian Access: It shall be the Contractor's responsibility to place and construct the necessary warning signs, barricades, fencing and temporary pedestrian sidewalks, as directed by the City: and to maintain alternate pedestrian access for sidewalks around the demolition site.
3. Temporary Fence: Temporary fence shall be erected around all excavation, dangerous building(s) or structure(s) to prevent access to the public. Such fence shall be at least four feet high, consistently restrictive from top to grade, and without horizontal openings wider than two inches. The fence shall be erected before demolition and shall not be removed until the hazard is removed.

D. Demolition Hours:

1. The Contractor shall comply with any restrictions to working hours.
2. The Contractor shall comply with all applicable ordinances.

E. Noise Pollution: All construction equipment used in conjunction with a demolition project shall be in good repair and adequately muffled. The Contractor shall comply with any noise pollution requirement of the City.

F. Dust Control: The Contractor shall comply with application air pollution control requirements of the City. The Contractor shall take appropriate actions to minimize atmospheric pollution. To minimize atmospheric pollution, the City shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include but not be limited to:

1. The use of water or chemicals for control of dusts in the demolition of existing buildings or structures, construction operations, the grading of rads, or the clearing of land.
2. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.

G. Requirements for the Reduction of Fire Hazards:

1. Removal of Material: Before demolition of any part of any building, the Contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances.
2. Fire Extinguishing Equipment: The Contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.
3. Fires: No fires of any kind will be permitted in the demolition work area.
4. Hydrants: No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.
5. Debris: Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and



materials shall be removed from the site as the work progresses.

6. Telephone Service: The Contractor shall arrange for access to and use of, during working hours, one or more telephones in the vicinity of the work site for the purposes of making calls in case of fire, or other emergencies, and shall keep all personnel on the job, and the local jurisdiction informed of the location of such telephones. The Contractor's foreman, or at least one regular member of each shift, shall be charged with the responsibility of promptly calling emergency services when necessary. The same person shall be required to inspect the building and the site frequently for possible fires or fire-producing conditions and to apply appropriate corrective action, particularly at the close of work each working day.

H. Protection of Public Utilities: The Contractor shall not damage existing fire hydrants, streetlights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities or other appurtenances in the vicinity of the demolition sites. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience.

I. Protection of Adjacent Property:

1. The Contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns or any other property adjacent to the demolition project. The Contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.

2. The Contractor shall restore existing agricultural drain tiles or roadway subdrains that are cut or removed to parcels released for demolition whether or not the property is schedule for, including drainable backfill, to original condition. Repairs shall be subject to approval by the property owner where applicable, and by the City.

J. Risk of Loss: The Contractor shall accept the site in its present condition and shall inspect the site for its character and the type of structures to be demolished. The city assumes no responsibility for the condition of existing buildings, structures, and other property within the demolition area.

K. Vacating of Buildings: The structures shall be vacated before the Contractor begins work. In case the Contractor finds that any structure is not vacated, the Contractor shall immediately notify the city and shall not begin demolition or site clearance operations on such property until further directed by the city.

**SECTION 16:**            **ADOPTION** “24.04.081 Permit And Fees” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

24.04.081 Permit And Fees (Non-existent)

AFTER ADOPTION

24.04.081 Permit And Fees(*Added*)

The Contractor shall obtain all the necessary permits, bonds, and pay all permit fees that are required by the city in conjunction with the demolition work before any work commences.

**SECTION 17: ADOPTION** “24.04.084 Demolition And Removals” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

24.04.084 Demolition And Removals (Non-existent)

AFTER ADOPTION

24.04.084 Demolition And Removals(*Added*)

A. Demolition Schedule

The Contractor shall be responsible for providing the City with a minimum of 24 hours advance notification prior to beginning the execution of demolition of any structure.

B. Salvage of Demolition Materials

1. The Contractor shall be allowed to salvage demolition materials only from property. The property ownership will be shown in the permit documents.
2. No salvage shall be permitted on non-owned property.
3. All buildings, building materials, and equipment resulting from this work shall become the property of the Contractor, and shall be removed from the premises at once. Salvaged materials shall be removed immediately from the premises, right-of-way, streets or alleys.
4. The Contractor may recycle demolition debris at a licensed or permitted recycling center; however, all other debris must be disposed of at a licensed or permitted disposal facility.

C. Demolition and Removals

1. Structural Parts of Buildings:

- a. No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise and other nuisances.

- b. Subject to site restrictions, outside chimneys or outside portions of chimneys shall be raised in advance of general demolitions of each building. Any portion of a chimney inside a building shall be razed as soon as it becomes unsupported by reason of removal of other parts of the building.
  - c. Any part of a building, whether structural, collateral, or accessory, which has become unstable through removals of other parts, shall be removed as soon as practicable, and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any working day.
- 2. Basement and Foundation Walls: All basement floors, footings, and foundations shall be completely removed from the site unless specifically stated in the special provisions. The basement area is to be inspected and approved by the city before backfilling is started. The Contractor shall ensure that no basement excavation will remain open and exposed for more than 24 hours. The Contractor shall contact the city when removal is complete to schedule this basement inspection. Failure to do so may result in re-excavation of the basement area at the Contractor's expense.
- 3. Concrete Slabs: The Contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs, and appurtenances.
- 4. Retaining Walls: Retaining walls or curbs near the perimeter of parcels shall be removed unless otherwise indicated by the property owner.
- 5. Fences: Fences, guardrails, bumpers, signs, clotheslines, and similar facilities shall be completely removed from the site, except fences on apparent boundary between a contract parcel and an improved non-contract parcel shall not be removed unless specifically stated in the special provisions. All posts for support shall be pulled out or dug up so as to be entirely removed.
- 6. Partially Buried Objects: All piping, reinforcing bars, anchor bolts, railings and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.
- 7. Vegetation: The Contractor shall remove all dead trees, trees identified for removal, stumps, all trees which are not an asset to the property, bushes, vegetation, brush and weeds, whether standing or fallen, unless specially stated by the city engineer. The Contractor shall protect all trees not removed from damage by the demolition operation. In the event that the Contractor damages a tree, it shall be repaired or removed by the Contractor as directed by the Engineer.
- 8. Fuel Tanks: Fuel tanks, above and below ground, shall be carefully removed and disposed of in accordance with the State Fire Marshall's regulations.
  - a. Fuel tanks, above or below ground, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully removed and disposed of in a safe manner.
  - b. All other tanks or receptacles shall be pumped out or emptied in a safe manner, and then shall be flushed out immediately with water, carbon

dioxide or nitrogen gas until they are gas-free when checked with an "Explosimeter" or another equally efficient instrument, before the work of removal is begun.

9. Outdoor Toilets and Septic Tanks: Outdoor toilets and septic tanks shall be pumped out by a licensed company. The toilet building or septic tank shall be demolished and removed from the site. The excavation or pit shall be backfilled and compacted in accordance with these specifications. Septic tanks shall be broken up and removed from the site and the excavation filled in accordance with the requirements of the City.

10. Cisterns and Meter Pits: Cisterns and meter pits shall be demolished and removed. The excavations shall be backfilled and compacted in accordance with these specifications.

D. Disposal of Demolition Debris and Solid Waste

1. Debris: All materials, rubbish and trash shall be removed from the demolition area leaving the basements and demolition area free of debris.

2. Disposal of Demolition Debris and Solid Waste: All debris and solid waste shall be delivered by the Property Owner (or Contractor) to an approved disposal facility licensed in accordance with state and/or local regulations, laws and zoning. The Property Owner (or Contractor) shall be responsible to pay all fees for waste disposal.

3. Asbestos Abatement: The handling of asbestos materials is subject to all applicable state and federal mandates. The Contractor shall comply with all applicable regulations regarding the handling and disposal of asbestos removed. Asbestos will be removed by a licensed abatement contractor. In the event that asbestos is discovered during demolition, the contractor shall notify the City and the asbestos shall be removed by a licensed abatement contractor.

4. Demolition of Structures with Transite Siding: All demolition debris containing transite siding shall be disposed of at an approved landfill. The Contractor shall be responsible for notifying said landfill prior to commencing demolition to allow for authorization to dispose of material at the landfill. The Contractor shall assume responsibility for the landfill fees for disposing of the demolition debris. All structures with transite siding shall be thoroughly sprayed with water during the execution of the demolition to contain airborne particles. All debris shall be thoroughly wetted prior to transporting to the landfill.

5. Freon Removal and Disposal: The handling of Freon containing appliances is subject to all applicable state and federal mandates and regulations. The Contractor shall be responsible for the identification, removal, and disposal of the material in accordance with applicable regulations.

6. PCB and Mercury Removal and Disposal: The handling of any florescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable state and federal mandates and regulations. The Contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations.

**SECTION 18:** **ADOPTION** “24.04.085 Well Plugging, Sanitary Sewer and Water Service Disconnections” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

24.04.085 Well Plugging, Sanitary Sewer and Water Service Disconnections (Non-existent)

AFTER ADOPTION

24.04.085 Well Plugging, Sanitary Sewer and Water Service Disconnections(*Added*)

- A. All wells shall be plugged and abandoned in accordance with the Illinois Administrative Code and local authority. An Illinois Environmental Protection Abandoned Water Well Plugging Record shall be filed upon completion of the well abandonment.
- B. Sanitary Sewer Service Disconnection: All sanitary sewer services shall be disconnected and plugged in conformance with City requirements by a licensed plumber and inspected by the City prior to demolition or excavation.
- C. Water Service Disconnection: All water services and stubs for the buildings or properties within the demolition work area shall be disconnected in conformance with local regulations by a licensed plumber and inspected and approved by the City.

**SECTION 19:** **ADOPTION** “24.04.082 Description of Work” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

24.04.082 Description of Work (Non-existent)

AFTER ADOPTION

24.04.082 Description of Work(*Added*)

DESCRIPTION OF WORK: Unless otherwise directed by the City Building Code Official the Contractor shall:

- A. Plan Submittal: Time Estimate: Extension of Time: The applicant shall submit his plan for taking down buildings to be razed, including the basic requirements to level and backfill and the time limit for executing the demolition at least ten days prior to demolition. If an extension of time is necessary, the city must be notified and an extension granted.

- B. Insurance Required: No applicant shall commence excavation or demolition work until the insurance requirements have been obtained and paid for. Homeowner's insurance with liability limits not less than \$100,000.00 for any death or injury to a person and for property damage occurring during the course of the demolition work and cleanup work, including legal fees. A copy of said policy is to be deposited with the city clerk.
- C. Remove and properly dispose of all structures, trash, rubbish, basement walls, floors, foundations, sidewalks, steps and driveways from the specified parcel.
- D. Remove any fuel tanks, outdoor toilets, and septic tanks, cisterns, meter pits, and plug or abandoned wells.
- E. Remove materials from the demolition site in accordance with federal, state, and local regulations.
- F. Remove and legally dispose of appliances and other items that may contain refrigerants. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers and portable or central air conditioners.
- G. Disconnect all utility services before demolition.
- H. Perform site clearance, grading and restoration.

**SECTION 20:**            **ADOPTION** “24.04.086 Backfill, Grading, And Clean Up” of the City of Oregon Municipal Code is hereby *added* as follows:

BEFORE ADOPTION

24.04.086 Backfill, Grading, And Clean Up (Non-existent)

AFTER ADOPTION

24.04.086 Backfill, Grading, And Clean Up(*Added*)

- A. Backfill: When site conditions permit, onsite soil shall be used as backfill material. The top 9 to 12 inches of topsoil shall be stripped and stockpiled on site for use as final topsoil and grading material. If adequate topsoil is not available on site, the Property Owner (or Contractor) shall bring in enough topsoil from off-site to place a minimum of 8 inches over the entire site. Excess excavation material shall be removed from site. Topsoil material shall not be permitted as deep fill material. Any borrow or fill material shall be approved by the City before and during placing of the material. All depressions on the property shall be filled, compacted, and graded to a uniform slope with adequate drainage.
- B. Compaction: All excavations shall be backfilled with acceptable material and compacted. The Property Owner (or Contractor) shall notify the City 24 hours in advance of placing any backfill or original backfill material so a soil sample may be obtained if required.
- C. Additional Fill Material: All additional fill material shall be of equal quality to the soil

adjacent to the excavation, and free of rubble or organic matter. The Property Owner (or Contractor) shall provide for a minimum depth of 9 inches of topsoil over the excavated area.

- D. Hand Labor: The Property Owner (or Contractor) shall employ hand labor where the use of power machinery is unsafe to produce a finished job. Hand labor shall also be used to clean the site of any debris.
- E. Grading: The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The Property Owner (or Contractor) shall grade and shape the site to drain; complete fine grading and final clean up as part of the demolition.
- F. Final Cleanup: Before acceptance of the demolition work, the Property Owner (or Contractor) shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Property Owner (or Contractor) may have created on private property, and leave the right-of-way in a neat and presentable condition. The Property Owner (or Contractor) shall not make agreements that allow salvaged or unused materials to remain on private property. All ground occupied by the Property Owner (or Contractor) in connection with the work shall be restored. Restoration shall include appropriate smoothing to its original condition and seeding of the area.
- G. Seeding: All disturbed areas associated with the work shall be seeded. Seeding shall include preparation of the seedbed, furnishing and installing seed, fertilizer and mulch, and maintenance.

  - 1. On demolition sites where seeding will be delayed because of allowable seeding dates, the Property Owner (or Contractor) shall complete fine grading and shaping of the site to leave the site in a neat and presentable condition subject to the approval of the City.
- H. Safety and Fencing:

  - 1. Safety: The Property Owner (or Contractor) shall comply with all applicable current federal, state and local safety and health regulations.
  - 2. Safety Fencing: The Property Owner (or Contractor) shall furnish and place a safety fence around the site of the work adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access. The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled. The fencing materials shall remain the property of the Property Owner (or Contractor).
- I. Authorized Workers: Only the Property Owner (or Contractor and its employees) are allowed to demolish, dismantle, detach, or dispose of any part of the demolition structure or its contents.
- J. Daily Clean-Up of Right-of-Way and Private Property: At the end of each workday, the Property Owner (or Contractor) shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.

**SECTION 21:** **ADOPTION** “24.04.087 Violations; Penalties” of the City of Oregon Municipal Code is hereby *added* as follows:

**BEFORE ADOPTION**

24.04.087 Violations; Penalties (Non-existent)

**AFTER ADOPTION**

24.04.087 Violations; Penalties(*Added*)

- A. Penalties: Any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with, or resisting or opposing the enforcement of any of the provisions of these regulations, upon conviction thereof, shall be penalized by a fine per the fine schedule.
- B. Enforcement: This section shall be enforced by the City Police, Director of Public Works, and City Building Inspector.

PASSED AND ADOPTED BY THE CITY OF OREGON COUNCIL

\_\_\_\_\_.

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

Presiding Officer

Attest

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

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





A DECOMMISSIONING PLAN FOR

# USS Ducks Solar LLC

City of Oregon, Illinois

JANUARY 22, 2025

PREPARED FOR:

**USS Ducks Solar LLC**

PREPARED BY:

**Westwood**

# Decommissioning Plan

USS Ducks Solar LLC  
City of Oregon, Illinois

Prepared for:

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Project Number: 0041281.00

Date: January 22, 2025

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## Attachments

Attachment A: Decommissioning Cost Estimate



## 1.0 Introduction / Project Description

This Decommissioning Plan (“Plan”) has been prepared for the USS Ducks Solar LLC in accordance with the Illinois Department of Agriculture (IDOA) Standard Agriculture Impact Mitigation Agreement (AIMA). The purpose of the Plan is to describe the means and methods that can be used to remove all structures, foundations, underground cables, and equipment and to reclaim and restore the land altered during the construction and operation of the solar project to its predevelopment condition to the extent feasible.

The USS Ducks Solar LLC (“Project”) will have an aggregate nameplate capacity of up to 5.00-megawatt (MW) alternating current (“AC”), 7.72-MW direct current (“DC”), solar power generation project proposed by USS Ducks Solar LLC (“Applicant”) in the City of Oregon, Illinois. Upon completion, the Facility will comprise a solar array consisting of solar modules, tracking systems, inverters, transformers, underground and overhead collection lines, battery energy storage system (BESS), access roads, and fencing. The Facility will be built within a general Project Area of approximately thirty-one (31) acres.

The useful life of solar panels is generally considered to be thirty-five (35) years. At that time, the Project will either be decommissioned or repowered with newer technology. The Plan identifies components which may be removed and areas that may be restored once the Project Applicant has not paid the Landowner amounts owed for six (6) consecutive months in accordance with the AIMA, or when the Project has surpassed the useful lifespan of the modules and facilities.

## 2.0 Proposed Future Land Use

Prior to the development of the Project, the land use of the project area was primarily agricultural production. After all equipment and infrastructure is removed during decommissioning, any holes or voids created by poles, concrete pads, and other equipment will be filled in with native soil to the surrounding grade, and the site will be restored to pre-construction conditions to the extent practicable. Access roads and other areas compacted by equipment may be decompacted to a depth necessary to ensure drainage of the soil and root penetration prior to fine grading and tilling to a farmable condition. Please refer to Section 3.2 for a detailed description of reclamation activities.

## 3.0 Decommissioning Activities

Decommissioning of the Project will include removing the solar panels, solar panel racking, steel foundation posts and beams, inverters, transformers, overhead and underground cables and lines, equipment pads and foundations, equipment cabinets, and ancillary equipment. The civil facilities, access roads, security fence, and drainage structures and sedimentation basins are included in the scope. Standard decommissioning practices will be utilized, including dismantling and repurposing, salvaging/recycling, or disposing of the solar energy improvements.

During decommissioning, the landowners will be consulted to identify the extent and type of work to be completed. Some Facility infrastructure, such as the access roads, and fencing, may be removed at the discretion of the landowner(s). In accordance with AIMA, underground utility lines, if deeper than five (5) feet below ground surface elevation, may be left in place to minimize land disturbance and associated impacts to future land use.

Decommissioning will include the removal and transportation of all project components from the Project site. All dismantling, removal, recycling, and disposal of materials generated during decommissioning will comply with rules, regulations, and prevailing Federal, State, and local laws at the time decommissioning is initiated and will use approved local or regional disposal or recycling sites as available. Recyclable materials will be recycled to the furthest extent practicable. Non-recyclable materials will be disposed of in accordance with State and Federal law.

### **3.1 Decommissioning of Project Components**

#### **3.1.1 Solar Modules**

Solar modules will be inspected for physical damage, tested for functionality, and disconnected and removed from racking. Functioning modules will be packed, palletized, and shipped to an offsite facility for reuse or resale. Non-functioning modules will be shipped to the manufacturer or a third party for recycling or disposal.

#### **3.1.2 Racking**

Racking and racking components will be disassembled and removed from the steel foundation posts, processed to appropriate size, and sent to a metal recycling facility.

#### **3.1.3 Steel Foundation Posts**

Structural foundation steel posts will be pulled out to full depth, removed, processed to appropriate size, and shipped to a recycling facility. The posts can be removed using back hoes or similar equipment. During decommissioning, the area around the foundation posts may be compacted by equipment and, if compacted, the area will be decompacted in a manner to adequately restore the topsoil and sub-grade material to a density consistent for vegetation.

#### **3.1.4 Overhead and Underground Cables and Lines**

Since all underground cables must be installed five (5) feet or greater below surface, in accordance with the standard AIMA, the cables will be abandoned in place during decommissioning, with the exception of those cables running to surface equipment. Topsoil will be segregated and stockpiled for later use prior to any excavation and the subsurface soils will be staged next to the excavation. The subgrade will be compacted per standards. Topsoil will be redistributed across the disturbed area. Overhead lines, support poles, and attachments will be removed from the Project and taken to a recycling facility.

#### **3.1.5 Inverters, Transformers, and Ancillary Equipment**

All electrical equipment will be disconnected and disassembled. All parts will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards.

#### **3.1.6 Equipment Foundations and Ancillary Foundations**

The ancillary foundations are pile foundations for the equipment pads. As with the solar array steel foundation posts, the foundation piles will be pulled out completely. Duct banks will be excavated to full depth. All unexcavated areas compacted by equipment used in decommissioning will be decompacted in a manner to adequately restore the topsoil and sub-grade material to a density similar to the

surrounding soils. All materials will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards.

### **3.1.7 Fence**

Fence parts and foundations will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards. The surrounding areas will be restored to pre-solar farm conditions to the extent feasible.

### **3.1.8 Access Roads**

Facility access roads will be used for decommissioning purposes, after which removal of roads will be discussed with the landowner(s) and one of the following options will be pursued:

1. After final clean-up, roads may be left intact through mutual agreement of the landowner and the Applicant unless otherwise restricted by federal, state, or local regulations.
2. If a road is to be removed, aggregate will be removed and shipped from the site to be reused, sold, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards. Clean aggregate can often be used as "daily cover" at landfills for no disposal cost. Internal service roads are constructed with geotextile fabric and eight inches of aggregate over compacted subgrade. Any ditch crossing connecting access roads to public roads will be removed unless the landowner requests it remains. The subgrade will be decompact in a manner to adequately restore the topsoil and sub-grade material to a density consistent for reintroduction of farming. Topsoil that was stockpiled during the original construction will be distributed across the open area. Finally, the access road corridors will be tilled to an agricultural condition.

### **3.1.9 Battery Energy Storage Systems (BESS)**

Prior to commencing decommissioning of the BESS, all personnel on-site during the decommissioning process will receive a site-specific safety briefing and will be made aware of all electrical shock and arc flash risks when working within the battery containers. Hazmat training will also be conducted for all personnel handling lithium-ion batteries during the process.

The battery facility will be fully discharged to the minimum state of charge required for removal and safe transportation as per battery manufacturer specifications. The battery modules will be removed from their racks, repackaged on site, and shipped intact to a regional recycling hub within 500 miles of the Project Site. No disassembly of battery modules will be required on-site, and the battery terminals will be taped off to avoid any potential for a short to occur. In the event of any breakage or damage to individual battery modules, such modules will be placed in individual, non-metallic inner packaging that completely encloses the cell.

The refrigerant/coolant from HVAC units will be collected into separate containers on site as per the code and industry standard practice. The coolant can be reused after processing. The HVAC units will be sent to the metal recyclers along with other recycling material. Similarly, all fire suppression units will be cleared of the suppression fluids and sent to the suppliers for reuse following the industry standard

practice. All electrical equipment will be disconnected and disassembled. All parts will be removed from the site and reconditioned and reused, sold as scrap, recycled, or disposed of appropriately, at the Project Owner's sole discretion, consistent with applicable regulations and industry standards.

Finally, aggregate ground cover will be removed and shipped from the Project site to be reused, sold, or disposed of appropriately, at the Applicant's sole discretion, consistent with applicable regulations and industry standards. Clean aggregate can often be used as "daily cover" at landfills for no disposal cost. All internal service roads are constructed with geotextile fabric and eight inches of aggregate over compacted subgrade. All pile foundations will be pulled out completely. Underground cables and duct banks will be removed to a depth of four feet. Topsoil will be reapplied to the disturbed area. Soil and topsoil will be de-compacted, and the site will be restored to the pre-construction condition and re-vegetated in accordance with the SWPPP and/or construction stormwater permits.

In all cases, the Applicant, or their subcontractor as applicable, shall ensure all applicable OSHA, security, safety and health requirements are complied with during the removal and decommissioning of the BESS and its related equipment.

The United States Environmental Protection Agency ("U.S. EPA") has guidelines for responsible disposal and recycling of lithium-ion batteries that have reached end of life (Title 40 Code of Federal Regulations Part 273: Standards for Universal Waste Management). Additionally, lithium-ion batteries are classified by the US Department of Transportation (DOT) as Class 9 hazardous materials. All applicable requirements related to the packaging, labelling, transportation, and disposal or recycling of the lithium-ion batteries will be followed during the decommissioning process. contained in the Code of Federal Regulations, Title 49, Subchapter C, Parts 171-180, or the applicable regulation will be followed.

### 3.2 Reclamation

The Applicant will restore and reclaim the site to the pre-solar farm condition consistent with the site lease agreement. The Applicant assumes that most of the site will be returned to farmland and/or pasture after decommissioning through implementation of appropriate measures to facilitate such uses. If no specific use is identified, the Applicant will vegetate the site with a seed mix approved by the local soil and water conservation district or similar agency. The goal of restoration will be to restore natural hydrology and plant communities to the greatest extent practicable while minimizing new disturbance and removal of native vegetation. In addition to the reclamation activities described above for each decommissioning activity, all unexcavated areas compacted by equipment and activity during the decommissioning will be decompacted as needed to ensure proper density of topsoil consistent and compatible with the surrounding area and associated land use. All materials and debris associated with the Facility decommissioning will be removed and properly recycled or disposed of at off-site facilities.

## 4.0 Best Management Practices (BMPs)

### 4.1 Construction Stormwater Practices

During decommissioning, erosion and sediment control BMPs will be implemented to minimize potential for erosion of site soils and sedimentation of surface waters and waters of the state. Because decommissioning will entail disturbance of more than one acre of soil, the Applicant will prepare a

Stormwater Pollution Prevention Plan (SWPPP) and obtain coverage with the Illinois Environmental Protection Agency's (IEPA) National Pollutant Discharge Elimination System (NPDES) construction general permit prior to initiating soil disturbing activities. Potential BMPs to be implemented during decommissioning activities are described below and will be subject to refinement in the SWPPP. The decommissioning team will review the permitting requirements at the time of decommissioning and obtain any other necessary permits, which may include a US Army Corps of Engineers (USACE) Section 404 Permit to Discharge Dredged or Fill Material.

#### **4.1.1 Erosion Control**

Erosion control measures will be refined based on the standard of practice current at the time the SWPPP is developed for decommissioning. All disturbed areas without permanent impermeable or gravel surfaces, or planned for use as crop land, will be vegetated for final stabilization. All slopes steeper than 4:1 should be protected with erosion control blankets. Restoration should include seed application prior to application of the blanket. All slopes 4:1 or flatter should be restored with seed and mulch, which will be disc anchored.

#### **4.1.2 Sediment Control**

Sediment controls, such as silt fence, fiber logs, dewatering practices, construction entrances, and sedimentation traps and/or basins will be implemented during construction to prevent the transport of sediment off-site during decommissioning activities. Street sweeping/scraping will also be implemented to mitigate potential tracking of sediment onto public roadways.

#### **4.1.3 Controlling Stormwater Flowing onto and Through the Project**

Given the low gradient of the slopes in the project area, controlling stormwater flow that enters the project area will likely require minimal effort during decommissioning activities. Only newly disturbed areas may require new, temporary stormwater control. If necessary, water may be diverted around the project site using diversion berms.

### **4.2 Permitting**

All decommissioning and reclamation activities will comply with Federal and State permit requirements. Decommissioning activities that will disturb more than one acre of soil will require coverage under the IEPA's NPDES permit for construction stormwater. The permits will be applied for and received prior to decommissioning construction activities commencing. A SWPPP will be developed prior to filing for construction stormwater permit coverage.

If necessary for decommissioning activities, wetlands and waters permits will be obtained from the USACE, the Illinois Department of Natural Resources/Office of Water Resources (IDNR/OWR), or IEPA. A Spill Prevention, Control, and Countermeasure (SPCC) Plan for decommissioning will likely also be required for decommissioning work.

### **4.3 Health and Safety Standards**

Work will be conducted in strict accordance with the Applicant's health and safety plan. The construction contractor hired to perform the decommissioning will also be required to prepare a site-specific health and safety plan. All site workers, including subcontractors, will be required to read,



understand, and abide by the plans. A site safety office will be designated by the construction contractor to ensure compliance. This official will have stop-work authority over all activities on the site should unsafe conditions or lapses in the safety plan be observed.

## 5.0 Timeline

Decommissioning of the Project will be initiated if the project Applicant fails for a period of 6 consecutive months to pay the Landowner amounts in accordance with the AIMA, or if the Project has reached the end of its useful life. Decommissioning will be completed within 12 months from the start of decommissioning activities. It is anticipated that the decommissioning activities for the project can be completed in a 16-week period. The estimated costs for decommissioning are tied to assumptions about the amount of equipment mobilized, the crew sizes, weather and climate conditions, and the productivity of the equipment and crews.

## 6.0 Decommissioning Costs

The decommissioning costs are calculated using current pricing. Westwood recommends that the estimate of net costs be updated periodically to recognize price trends for both decommissioning costs and the salvage and resale values of the components.

There are currently active markets for scrap steel, aluminum, and copper, used transformers and electrical equipment, and used solar panels. Scrap metal prices have been discounted from posted spot prices found on [www.scrapmonster.com](http://www.scrapmonster.com). Pricing for used panels has been discounted from the average price of used panels, as published in EnergyBin's 2023 "Module Price Index."

The total estimated cost of decommissioning the USS Ducks Solar LLC is approximately \$836,850 (\$128,308 per MW). Estimated salvage/scrap value of the modules, racking, transformers, and other materials is approximately \$919,151. The net decommissioning costs after accounting for resale and salvage values is approximately \$82,400 in surplus, or \$10,337 in surplus per MW.

## 7.0 Financial Assurance

The Applicant shall be responsible for submittal of a financial assurance to cover the cost of decommissioning the Facility. The financial assurance is defined as "a reclamation of surety bond or other commercially available financial assurance that is acceptable to the City of Oregon, with the City of Oregon as beneficiary. The financial assurance shall be implemented as follows:

1. On or before the first (1<sup>st</sup>) anniversary of the Commercial Operation Date (COD), the Applicant shall provide the City of Oregon with Financial Security to cover 10% of the estimated decommissioning costs, as presented in this Plan;
2. On or before the sixth (6<sup>th</sup>) anniversary of the Commercial Operation Date (COD), the Applicant shall provide 50% of the estimated decommissioning costs to the City of Oregon; and
3. On or before the eleventh (11<sup>th</sup>) anniversary of the COD, the Applicant shall provide 100% of the estimated decommissioning costs to the City of Oregon, as determined by the Decommissioning Plan provided in the tenth (10<sup>th</sup>) year after COD.



# Attachment A

## Decommissioning Cost Estimate



## USS Ducks Solar Project

	Quantity	Unit	Unit Cost	Total Cost
<b>Mobilization/Demobilization</b>	1	Lump Sum	\$35,100.00	\$35,100
<b>Permitting</b>				
City Permits	1	Lump Sum	\$10,000.00	\$10,000
State Permits	1	Lump Sum	\$20,000.00	\$20,000
<b>Subtotal Permitting</b>				<b>\$30,000</b>

*Decommissioning will require SWPPP and SPCC Plans. Cost is an estimate of the permit preparation cost.*

### Civil Infrastructure

Remove Gravel Surfacing from Road	807	Cubic Yards (BV)	\$2.94	\$2,373
Haul Gravel Removed from Road to Landfill (Davis Junction, IL)	1,009	Cubic Yards (LV)	\$7.47	\$7,537
Dispose of Gravel Removed from Road (Landfill uses as Daily Cover)	1,308	Tons	\$0.00	\$0
Remove Geotextile Fabric from Beneath Access Roads	4,844	Square Yards	\$1.40	\$6,782
Haul Geotech Fabric to Landfill (Davis Junction, IL)	1.3	Tons	\$11.06	\$14
Dispose of Geotech Fabric	1.3	Tons	\$81.00	\$105
Remove and Load Culvert from Beneath Access Roads	1	Each	\$700.00	\$700
Haul Culvert Removed from Access Roads to Landfill (Davis Junction, IL)	0.5	Tons	\$11.06	\$6
Dispose of Culvert	0.5	Tons	\$81.00	\$41
Grade Road Corridor (Re-spread Topsoil)	2,725	Linear Feet	\$1.84	\$5,014
Decompact Road Area	1.0	Acres	\$222.97	\$223
Remove Chainlink Fence (Substation, BESS, O&M, etc.)	6,016	Linear Feet	\$7.48	\$45,000
Haul Chainlink Fence to Metal Recycling (Rockford, IL)	32.0	Tons	\$11.87	\$380
Clear and Grub 20' Vegetative Buffer	0.67	Acres	\$2,444.55	\$1,638
Haul Cleared Vegetation to Landfill (Dixon, IL)	16.75	Tons	\$11.06	\$185
Dispose of Cleared Vegetation	16.75	Tons	\$81.00	\$1,357
<b>Subtotal Civil Infrastructure</b>				<b>\$71,353</b>

*Civil removal costs are a combination of MNDOT unit costs where applicable, RSMMeans cost for Rockford, IL, and industry standards provided to Westwood.*

### Structural Infrastructure

Remove Steel Foundation Posts (Arrays)	2,326	Each	\$16.60	\$38,612
Remove Steel Foundation Posts (Equipment Skids)	24	Each	\$16.60	\$398
Haul Steel Post to Metal Recycling (Rockford, IL)	167	Tons	\$10.15	\$1,695
Remove Tracker Racking per String	512	Each	\$235.78	\$120,719
Haul Tracker Racking to Metal Recycling (Rockford, IL)	375	Tons	\$10.15	\$3,806
<b>Subtotal Structural Infrastructure</b>				<b>\$165,231</b>

*Steel removal costs were calculated by using RSMMeans information for demolition of steel members.*

*Hauling calculations are based on the locations of metals recyclers.*

### Electrical Collection System

Remove PV Panels	13,312	Each	\$12.19	\$162,273
Haul PV 95% of Panels to Reseller (Louisville, KY)	446	Tons	\$78.58	\$35,047
Haul 5% of PV Panels to Landfill (Davis Junction, IL)	23	Tons	\$8.61	\$198
Dispose of PV Panels	23	Tons	\$81.00	\$1,863
Remove Combiner Boxes	30	Each	\$60.00	\$1,800
Remove Equipment Skids	3	Each	\$1,167.48	\$3,502
Remove Equipment Pad Frames and Foundations	3	Each	\$3,659.15	\$10,977
Haul Concrete Foundations	67	Tons	\$14.57	\$976
Dispose of Concrete from Foundations	67	Tons	\$2.25	\$151
Haul Equipment to Transformer Disposal (Pecatonica, IL)	3	Each	\$238.87	\$717
Remove SCADA Equipment	1	Each	\$2,000.00	\$2,000
Remove DC Collector System Cables (copper)	8	Per MW	\$2,000.00	\$15,440
Remove Underground (AC) Collector System Stub-Ups	3	Locations	\$400.00	\$1,200
Load and Haul Cables for Recycling	3	Tons	\$10.15	\$30
<b>Subtotal Electrical Collection</b>				<b>\$236,175</b>

*Electrical removal costs of PV Panels and Combiner Boxes were based industry standard installation rates. Equipment pads, MV Equipment, and SCADA Equipment removal cost are based on removal of equipment, concrete pads, and conduits using a truck mounted crane and RSMMeans information on crew production rates.*

**Transmission System**

Remove Overhead Cables	150	Feet	\$7.90	\$1,185
Loadout Overhead Cables	0.3	Tons	\$37.00	\$11
Haul Overhead Cables	0.3	Tons	\$10.15	\$3
Remove and Load Timber Transmission Poles	5	Each	\$432.85	\$2,164
Haul Timber Poles to Landfill (Davis Junction, IL)	16	Tons	\$11.06	\$177
Haul Hardware, Bracing, and Attachments to Landfill (Davis Junction, IL)	3	Cubic Yards	\$15.08	\$45
Dispose of Transmission Pole Components	5	Each	\$81.00	\$405
Topsoil and Revegetation at Removed Poles	5	Each	\$3.03	\$15

**Subtotal Transmission System** **\$4,006**

**Battery Energy Storage System (BESS)**

Train Crew in Safety and Hazmat	1	LS	\$5,000.00	\$5,000
Disconnect Battery Storage/DC-DC Containers	28	Each	\$1,530.40	\$42,851
Remove and Pack Batteries from Containers for Recycling	20	Each	\$2,334.96	\$46,699
Recycle Li-Ion Batteries (Includes Hauling)	96,760	lbs	\$0.30	\$29,028
Haul Storage Containers to Metal Recycler (Rockford, IL)	14	Tons	\$10.15	\$142
Remove HVAC system/Auxiliary Equipment	28	Each	\$191.30	\$5,356
Haul Auxiliary Equipment/Racking to Metal Recycler (Rockford, IL)	23	Tons	\$10.15	\$233
Remove Concrete Pads	84	Cubic Yard	\$178.98	\$15,034
Haul Concrete to Landfill (Davis Junction, IL)	171	Tons	\$14.57	\$2,484
Removal of DC Collector System Cables (copper)	1,120	LF	\$2.64	\$2,957
Load and Haul Cables for Recycling	1.1	Tons	\$11.67	\$13

**Subtotal BESS** **\$149,798**

**Site Restoration**

Stabilized Construction Entrance	1	Each	\$2,000.00	\$2,000
Perimeter Controls (Erosion and Sediment Control)	3,008	Linear Feet	\$3.99	\$12,002
Permanent Seeding on Roadway Areas	1.0	Acres	\$5,275.60	\$5,276
Till to Farmable Condition on Array Areas	31.4	Acres	\$177.52	\$5,574

**Subtotal Site Restoration** **\$24,852**

**Project Management**

Project Manager	16	Weeks	\$3,749.00	\$59,984
Superintendent (half-time)	16	Weeks	\$1,762.50	\$28,200
Field Engineer (half-time)	16	Weeks	\$1,634.50	\$26,152
Clerk (half-time)	16	Weeks	\$375.00	\$6,000

**Subtotal Project Management** **\$120,336**

*Standard industry weekly rates from RSMeans.*

**Subtotal Demolition/Removals** **\$836,850**

**Salvage**

Fencing (Chain Link)	32	Tons	\$224.53	\$7,185
Steel Posts	170	Tons	\$224.53	\$38,170
Module Racking	375	Tons	\$224.53	\$84,199
PV Modules	12,646	Each	\$60.90	\$770,166
Transformers and Inverters	11,394	Pounds	\$0.30	\$3,418
Transformers (Oil)	1,520	Gallons	\$0.70	\$1,064
DC Collection Line Stub-Ups (Copper)	1,216	Pounds	\$1.05	\$1,277
AC Collection Line Stub-Ups (Aluminum)	5,625	Pounds	\$0.89	\$5,006
Transmission Lines (Steel)	0.1	Tons	\$261.95	\$26
Transmission Lines (Aluminum)	374	Pounds	\$0.89	\$333
BESS Steel Containers and Aux Equipment (Steel)	37	Tons	\$224.53	\$8,308

**Subtotal Salvage** **\$919,151**

*Salvage values are a combination of the following factors; current market metal salvage prices, current secondary market for solar panel module*

**Total Demolition Minus Salvage** **(\$82,400)**

**Notes:**

1. Prices used in analysis are estimated based on research of current average costs and salvage values.
2. Prices provided are estimates and may fluctuate over the life of the project.
3. Contractor means and methods may vary and price will be affected by these.

## Cost Estimate Assumptions

To develop a cost estimate for the decommissioning of the USS Ducks Solar LLC, Westwood engineers made the following assumptions and used the following pricing references. Costs were estimated based on current pricing, technology, and regulatory requirements. The assumptions are listed in order from top to bottom of the estimate spreadsheet. When publicly available bid prices or State Department of Transportation bid summaries were not available for particular work items, we developed time- and material-based estimates considering composition of work crews and equipment and material required. While materials may have a salvage value at the end of the project life, the construction activity costs and the hauling/freight costs are separated from the disposal costs or salvage value to make revisions to salvage values more transparent.

1. Project quantities are based on the site plans prepared for USS Ducks Solar LLC, dated July 16, 2024. Project quantities not yet determined in the Civil Permitting Plans were extrapolated from projects of similar size.
2. A project of this size and complexity requires a full-time project manager with part-time support staff.
3. Common labor will be used for the majority of tasks, supplemented by electricians, steel workers, and equipment operators where labor rules may require. The labor rates reflect union labor rates.
4. Mobilization was estimated at approximately 7% of total cost of other items.
5. Permit applications will require the preparation of a Stormwater Pollution Prevention Plan (SWPPP) and a Spill Prevention, Control, and Countermeasure (SPCC) Plan.
6. Road gravel removal was estimated on a time and material basis. Since the material will not remain on site, a hauling cost is added to the removal cost. Clean aggregate can typically be used as “daily cover” at landfills without incurring a disposal cost. The road gravel may also be used to fortify local driveways and roads, lowering hauling costs but incurring placing and compaction costs. The hauling costs to a landfill represents an upper limit to costs for disposal of the road gravel.
7. The selected disposal facility (Orchard Hills Landfill) is located in Davis Junction, IL, approximately twenty-four (24) miles from the project site. Hauling costs to the landfill are estimated to be \$11.06 per ton.
8. Erosion and sediment control along road reflects the cost of silt fence on the downgradient side of the proposed roads. As such, the length of controls has been estimated to be approximately 50% of the road length.
9. Topsoil is required to be stockpiled on site during construction, so no topsoil replacement is expected to replace the road aggregate. Subsoiling cost to decompact roadway areas is estimated as \$222.97 per acre, and tilling to an agriculture-ready condition is estimated as \$177.52 per acre.
10. The selected metal recycling facility (Alter Trading) is located in Rockford, IL, approximately twenty-six (26) miles from the project site. Hauling costs to the recycling facility are approximately \$0.40 per ton mile, or \$10.15 per ton.
11. Tracker foundation posts are lightweight “I” beam sections installed with a specialized piece of equipment and can be removed with a standard backhoe with an attachment for gripping the piles. We estimate crew productivity at 240 posts per day, resulting in a per post cost of approximately \$16.60. The posts weigh approximately 150 pounds each.

12. It is assumed that the racking structures weigh approximately fifteen (15) pounds per linear foot of array. Each solar panel has a width of 44.65 inches. The facility will have approximately 13,312 modules and 49,951 feet of array. The arrays are made of steel pipes; a crew with hand tools can disassemble and cut the pieces to sizes for recycling at a rate of about 1800 pounds per person per hour, or about \$321.92 per ton.
13. The solar panels for this project measure approximately 3.72 feet by 7.47 feet and weigh 70.55 pounds. They can easily be disconnected, removed, and packed by a three-person crew at a rate we estimate at 18 panels per hour.
14. The Medium Voltage (MV) equipment skids will weigh approximately 20,700 pounds and can be disconnected by a crew of electricians. They must be lifted by a mobile crane for transport to the recycler. They contain copper or aluminum windings.
15. String inverters will be installed on racking with pile foundations.
16. The transformers contain copper windings that have significant salvage value. They are typically oil filled, but most transformer recyclers will accept the transformers with oil. The estimated costs include removal of metal frame and conduits feeding the equipment.
17. The MV equipment and SCADA equipment are mounted on the same equipment skids as the inverters and transformers, and they are enclosed in weatherproof cabinets. Their size requires light equipment to remove them. The costs for the removal of the pile foundations are included in the "Remove Steel Foundation Posts" estimate.
18. The underground collector system cables are placed in trenches with a minimum of eighteen (18) inches of cover. Several cables/circuits are placed side by side in each trench. The conduits and cables can be removed by trenching.
19. Perimeter control pricing is based on silt fence installation around downgradient sides of the project perimeter.
20. Metal salvage prices (steel, aluminum, copper) are based on July 2024 quotes from [www.scrapmonster.com](http://www.scrapmonster.com) for the Midwest. Posted prices are three months old. These prices are based on delivery to the recycling facility with the material prepared to meet size, thickness, cleanliness, and other specifications.
21. A reduction of 25% has been taken from all pricing obtained from [www.scrapmonster.com](http://www.scrapmonster.com) to reflect the processing by the contractor to meet the specifications.
22. The salvage value for steel uses pricing from the Midwest United States at \$330 per metric ton, or \$299.37 for U.S. ton.
23. Solar module salvage values are shown in current values, assuming near-new conditions for the first few years of operations. Pricing for used panels has been discounted from the average resale price of used panels, as published in EnergyBin's 2023 "Module Price Index." Module values will decline over time as a function of loss of output and age.
24. There is an active market for reselling and recycling electrical transformers and inverters with several national companies specializing in recycling. However, we have assumed that the electrical equipment will be obsolete at the time of decommissioning, so we have based the pricing on a percentage of the weight that reflects the copper windings that can be salvaged. Pricing was used for Copper Transformer Scrap for the Midwest United States, at \$0.40 per pound.
25. The collection lines are priced assuming copper conductor wire for the direct current circuits and aluminum wire for the alternating current circuits. The prices reflect a reduced yield of copper or aluminum resulting from the stripping of insulation and other materials from the wire prior to

recycling. The estimate uses the Midwest prices of #2 insulated copper wire with a 50% recovery rate (\$1.40/pound) and E.C. Aluminum Wire (\$1.18/pound).

26. Care to prevent damage and breakage of equipment, PV modules, inverters, capacitors, and SCADA must be exercised, but removal assumes unskilled common labor under supervision.

January 24, 2025

Darin DeHaan, MPA  
City Manager  
City of Oregon  
115 N. 3<sup>rd</sup> Street  
Oregon, IL 61061

**Re: Proposal for Professional Services  
2025 Streets General Maintenance Program - Oregon, IL**

Dear Mr. DeHaan,

Thank you for considering Fehr Graham for your professional engineering needs. We understand that the City's 2025 Streets General Maintenance Program includes Hot-Mix Asphalt (HMA) overlays of the following streets:

- » 10<sup>th</sup> Street from IL Route 64 to Clay Street
- » 2<sup>nd</sup> Street from Aldrin Street to the Railroad Tracks
- » 8<sup>th</sup> Street from Adams Street to Madison Street
- » Monroe Street from 7<sup>th</sup> Street to 4<sup>th</sup> Street

In response to the phone conversation we had with Mr. Bill Covell on Thursday, January 23, 2024, it is understood that ADA ramp design is not to be completed by Fehr Graham as part of this project, but is intended to be the responsibility of the Contractor in the field.

In addition to these paving improvements, work is planned for the following:

- » Pedestrian crossing improvements at IL Route 64 and South 1<sup>st</sup> Street intersection (signage and pavement markings only).
  - Plans would likely include path/ADA ramp construction on the east side of 1<sup>st</sup> Street intersection (2 ramps) with a crosswalk/pavement markings to connect to the shared-use path on the north side of IL Route 64. Signage with flashers might be required by IDOT if not required by the City.
- » East Washington Street (IL Route 64) sidewalk replacements – various locations.
  - The City will provide Fehr Graham with the locations of these replacements. Fehr Graham will measure these locations for inclusion in the bid documents.

The total construction budget to facilitate these improvements is thought to be approximately \$377,000.



## SCOPE OF SERVICES

### Topographic Survey

Fehr Graham will perform a topographic survey of the areas impacted by the proposed improvements. The topographic survey will include the location of paved areas, establishment of one-foot contours, spot elevations where needed, location of visible utilities, and setting permanent benchmarks on the site.

### Design Engineering

Based on Fehr Graham's topographic survey, Fehr Graham will complete Engineering design to form and prepare the following Final Engineering Design Drawings for the locations indicated above.

- » Preparation of Final Engineering Plans necessary to satisfy the requirements of the Illinois Department of Transportation, as well as facilitate construction through the preparation of:
  - Removal Plans
    - Indicating the removal limits of existing paving, curb and gutter, and sidewalk.
  - Paving Plans
    - Indicating the limits of new pavement, curb and gutter, and sidewalk being replaced.
  - Details and special provisions relating to the work depicted in these drawings.
  - It is understood that no ADA design is required by Fehr Graham.

### Bidding Documents and Bidding Services

Utilizing the completed design drawings and project specifications, Fehr Graham will prepare one (1) bid package of documents for the solicitation of bids for the proposed 2025 Streets General Maintenance project. The bidding process will be completed through solicitation on QuestCDN. As part of this process, Fehr Graham will address Contractor questions, manage the bid opening, review and tabulate the bids, and provide a recommendation of award to the City of Oregon for their consideration of the project.

### Permitting

Work along IL Route 64 for both the pedestrian crossing improvements at 1st Street and the various sidewalk replacements, as well as at the intersection of IL Route 2 and Monroe Street for roadway resurfacing practices, are subject to permitting with IDOT. We will deliver plans and specifications to IDOT District 2 for review and approval.

## EXCLUSIONS

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

- » Tree survey/Tree preservation plan.
- » Boundary or Right of Way (ROW) Surveys.
- » Traffic studies and capacity analysis.
- » Environmental assessments & studies.
- » Archeologic Surveys.

- » Geotechnical studies/investigations.
- » Construction staking.
- » Utility improvement design.
- » Permit fees.
- » Preparation of easements and/or right-of-way documents.
- » ADA ramp design.
- » Traffic signal design to meet IDOT/City specifications at the intersection of IL Route 64 and 1<sup>st</sup> Street.
- » Refuge island design at the intersection of IL Route 64 and 1<sup>st</sup> Street.
- » Structural engineering services.
- » Construction Management/Observation.
- » Design of roadway widening improvements (i.e. improvements beyond general maintenance activities).
- » National Pollutant Discharge Elimination System (NPDES) erosion control inspections.

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

## **SCHEDULE**

Fehr Graham can initiate this project immediately upon receipt of formal authorization to proceed.

## **FEES**

Fehr Graham is pleased to provide the services identified above for the lump sum fee of \$34,000.

## **AUTHORIZATION**

I trust that the information we have provided is in line with your expectations. If this proposal meets your expectations, please sign and return the attached Agreement for Professional Services, which will serve as your official authorization for us to proceed. We are looking forward to working with the City of Oregon on this project. If you have any questions or need anything further, please let me know.

Respectfully submitted,



Jason T. Stoll, PE  
Principal



Luke Ziegler  
Staff Engineer

JTS/LZ:ss

Enclosures: Agreement for Professional Services

**AGREEMENT  
FOR PROFESSIONAL SERVICES**

Client       Darin DeHaan, MPA  
              City Manager  
              City of Oregon  
              115 N. 3<sup>rd</sup> Street  
              Oregon, IL 61061  
  
              815.732.6321

Description of Services:

**2025 Streets General Maintenance Program - Oregon, IL**

Fehr Graham will provide professional services for the City’s 2025 Streets General Maintenance Program as outlined in our proposal letter dated January 24, 2025.

COST:

The fixed fee for performing the above services is \$34,000.

*Reimbursables are not to exceed a 15% markup. Payment for the services rendered will be requested via a monthly invoice. Fehr Graham does not accept credit and/or debit card payments.*

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

ACCEPTED AND AGREED TO:

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

CLIENT:

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date Accepted \_\_\_\_\_

CONSULTANT:

By  \_\_\_\_\_

Name       Jason T. Stoll, PE

Title       Principal

Date Proposed   January 24, 2025

25-326

## GENERAL CONDITIONS TO AGREEMENT FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

19. In the event of legal action to construe or enforce the provisions of this agreement, the prevailing party shall be entitled to collect reasonable attorney fees, court costs and related expenses from the losing party and the court having jurisdiction of the dispute shall be authorized to determine the amount of such fees, costs and expenses and enter judgment thereof.
20. Assignment - Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer its obligations under this Agreement or any part hereof; provided, however, either Party may freely assign this Agreement to a parent, subsidiary or affiliate without the other party's consent. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
21. Termination – The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Consultant will be paid for all services rendered to the date of receipt of written notice of termination, at Consultant's established chargeout rates, plus for all Reimbursable Expenses including a 15% markup.
22. Provision Severable – The unenforceability or invalidity of any provisions hereof shall not render any other provisions herein contained unenforceable or invalid.
23. Governing Law and Choice of Venue – Client and Consultant agree that this Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Iowa. If there is a lawsuit, Client and Consultant agree that the dispute shall be submitted to the jurisdiction of the Iowa District Court in and for Linn County, Iowa.



# Application for Variation/Rezoning

City of Oregon, Illinois

115 N. 3<sup>rd</sup> St. ♦ Oregon, IL 61061 ♦ (815)732-6321 ♦ Fax: (815)732-7292

1. Applicant's name Oregon Fire Protection District
2. Applicant's address 100 W Washington Street, Oregon IL 61061
3. Applicant's phone number 815-732-1001
4. Address of property for which variance is being requested  
100 W Washington Street, Oregon, IL 61061  
Parcel #'s: 16-03-178-005, 16-03-178-008, 16-03-178-009
5. Nature of variance \_\_\_\_\_  
Allow for the construction of a non-conforming addition to the existing building as well as a  
variance of the allowable special uses of the River Front Commercial District.

6. Charges and fees:

Application Fee	\$100.00
Changes and modifications:	
Residential	\$250.00
Commercial	\$1500.00
Commercial Business District	\$1500.00
Industrial & Any other type of zoning	\$1500.00

The amount of the variance will be determined by the City Council and the Building Inspector, based upon the expected complexity of the proposed application.

7. A drawing to scale – to include existing buildings, sizes, setbacks, unusual characteristics, and variation as requested. The plan commission has the right to request a survey at the landowner's expense if so needed.



## Section 44-27. APPLICATION FOR VARIATIONS / REZONING

The City Council, upon recommendation of the Plan Commission may vary regulations imposed by this Code in harmony with the general purpose and intent of the article, but only in specific instances herein described. No variation shall be permitted unless the council shall make a finding of fact based upon the standards herein prescribed, that there are difficulties or hardships involved in the strict application of these regulations.

**1. Application of variation.** An application for variation shall be made in duplicate and filed with the City Clerk and shall include:

- a. Applicant's name.
- b. Applicant's address and phone number.
- c. Address of property for which variance is being requested.
- d. Nature of variance.
- e. A drawing to scale to include existing buildings, sizes, setbacks, unusual characteristics, and variation requested. The plan commission has the right to request a survey at the landowner's expense if so needed.
- f. Signed affidavit from adjoining landowners stating their position with regard to the variance request.

**2. Application fee.** There shall be a fee as established by the city for each variance applied for. The following fees are for variances, special uses, zoning change, map amendments, Planned Unit Development, and/or text amendments:

Application Fee	\$100.00
Changes and modifications:	
Residential	\$250.00
Commercial	\$1500.00
Commercial Business District	\$1500.00
Industrial & Any other type of zoning	\$1500.00

The amount of the variance will be determined by the City Council and the Building Inspector, based upon the expected complexity of the proposed application.

**3. Public hearing.** The city clerk shall refer all such applications to the plan commission and the plan commission shall cause a public hearing to be held as set by ordinance in this code. The landowner shall place a public hearing notice in the paper of record for the city not less than 14 days prior to the public hearing. The landowner shall also send certified notice to all adjoining properties and shall turn over return signature cards to the city clerk for public record.

**4. Standards.** The plan commission and the city council shall not vary the regulations of this article unless both bodies find that based upon the evidence presented to them, the plight of the owner is due to unique circumstances and the variation, if granted, will not alter the essential character of the locality or cause substantial injury to the value of the property in the area of the city in which it is located. In determining whether the strict application of this article creates practical difficulties or particular hardships, the plan commission and the city council shall consider the extent to which the following facts have been established by the evidence:

- a. Denial of the variation requested would cause a particular hardship upon the owner of the property; financial or otherwise.
- b. The alleged hardship has not been created by any person presently having an interest in the property for which the variance is requested.
- c. The variance requested is the minimum necessary.
- d. Approval of the variation would cause a particular hardship upon owners of adjoining property; financial or otherwise.
- e. Approval of the variation would cause a quality of life hardship on adjoining or surrounding landowners.
- f. The proposed variation will not impair an adequate supply of light and air to adjacent property nor substantially increase traffic hazards. The variation will not increase the danger of fire nor endanger the public safety nor diminish or impair property values of the adjacent properties.
- g. The conditions upon which the variance is based are unique only to the property for which the variance is being requested and are generally not applicable to other property within the same zoning district.

h. The plan commission shall review the application and the evidence established at the public hearing and shall apply the standards aforementioned and within five days after said public hearing make written recommendation to the city council advising that the variation should be allowed, disallowed, or further hearing had on the same.

**5. Conditions.** The plan commission may recommend, and the city council may impose such conditions and restrictions upon the premises benefited by a variation as may be reasonably necessary to comply with the purpose of this article.

**6. Action by the city council.** The city council shall take action on the application and the recommendation of the plan commission at its next regularly scheduled meeting after receipt of said recommendation. The council may grant or deny the application in whole or in part, with or without modification or may resubmit the application to the plan commission for further study. If the city council does not take final action on said application at the second meeting succeeding after the date upon which the recommendation of the plan commission is filed with the council, said application shall be deemed to have been denied.

**7. Changes and modifications.** Charges and fees are established by the city for variances, special uses, zoning change, map amendments, planned unit development, and/or text amendments. The amount of the variance will be determined by the public health and safety commissioner and the building inspector, based upon the expected complexity of the proposed application.

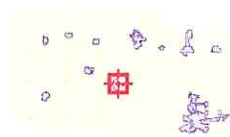
**8. Duration of permit for variation.** Any permit for variance heard by the plan commission and approved by the city council which has not been acted upon within one year of approval shall become null and void.

**9. Building permit.** No approval of the city council for any variation shall be construed as approval of a final building permit. All variances requiring building permits must make application to the city building inspector.





Overview



Legend

- Municipalities
- Townships
- Roads
- Tax Parcels
- Tax Parcels with Details

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

## **CITY OF OREGON**

**115 N. 3rd Street, Oregon, IL 61061**

**Phn: 815-732-6321/ website: [cityoforegon.org](http://cityoforegon.org)**

To: Mayor Ken Williams & Oregon City Council

From: Darin J. DeHaan, City Manager

**DATE: Jan 28, 2025**

**I am pleased to provide Mayor Williams and the Oregon City Council with the following synopsis of City Business for – Jan 11, 2025 –Jan 24, 2025**

### **Submitted by Darin DeHaan - City Manager:**

- Mayor Williams, Council Member Schuster and I met with a group working on a plan to save Taft Campus. They have created a facebook group and I encourage everyone with interest in the campus to join that group. Together for Taft
- Council Member Cozzi and I are working on a Lunch and Learn event with Chance and the Chamber of Commerce that will provide information to businesses and building owners on energy saving and sustainable practices in conjunction with our Sustainability Committee. More information will be provided soon. But save the date of March 10th.
- I've been working with City Attorney Paul Chadwick and US Solar to vet out a decommissioning agreement for the approved solar farm on Oregon Trail Road. The proposal will be presented to the City Council on 1-28-25.
- We continue to work hard on filling a few empty building spaces in downtown by connecting potential businesses with landlords. We hope some new things come to fruition soon.
- Council Member Schuster and I are working on the Young Adult Focus Group meeting. We are seeing some great interest in this concept and are looking forward to the discussion and learning more.
- With some recent equipment purchases our Public Works Department has been able to help our downtown businesses with some snow removal. This program is not replacing the responsibility of the building owners, but we feel it's a great partnership to help where we can to keep our pedestrians safe as they visit the downtown. Thank you Public Works Team!
- I recently called a department head meeting. We had a great discussion and worked on several things to help continue the synergy among our departments and to continue providing support for each other's mission and operations. I'm blessed with such a great team and I truly appreciate all of their hard work and dedication!

- I'm working to finish the updates to our Emergency Operation Plans. They will be distributed to each department for review and input by the end of the month. Big thank you for all the work Mary has done on this for us.
- Thank you to Cheryl and Lisa for helping with some required updates to our employee handbook. Those changes will be presented to the City Council soon for approval.
- I've been working on some potential Facade grants for downtown buildings. This is a great program and we have seen some awesome improvements and dedication from our building owners.
- I will be attending a virtual conference on Servant Leadership on 1/30 and 1/31. I look forward to learning from the dynamic speakers and presenters slated for the training sessions.
- Lastly, this week I want to thank citizens who reach out and communicate with me. My job and my mission is to continue to provide access to YOUR local government, to work together to resolve issues where we can. Your communication with me helps us accomplish those things, so thank you.

**City Hall - Cheryl Hilton - City Clerk:**

- Please contact City Hall if you would like to start direct debit or email billing for your water/sewer/garbage bill.

**MEETING INFORMATION**

**Economic and Community Development Committee:**

Next meeting: Feb 4, 2025 at 5:00 p.m. City Hall Conference Room

**Sustainability Committee:**

Next meeting: Feb 10, 2025 at 9am Oregon City Hall Conference Room

**City Council Meeting:**

Next meeting Feb 11, 2025 at 5:30pm Oregon City Hall Council Chambers

**Planning & Zoning:**

Next meeting Feb 18, 2025 at 5:30pm Oregon City Hall Council Chambers.

**Tree Board:**

Next meeting Mar 18, 2025 at 4:30pm at Oregon City Hall Conference Room

**Public Art Commission:**

Next Meeting TBD

## **PUBLIC WORKS:**

### **Director of Public Works Submitted by Bill Covell:**

- Tree Board
  - Planning to start tree plantings in early March
- Monthly Fuel Reports
- Approve excavation
- Frontier Communications
  - Reported line issues—ended up being Comcast. Comcast was notified.
- Trestle Ridge
  - Review sanitary repairs
- Daily Scheduling
- Headworks Project
  - Reviewed 90% of plans submitted by Fehr Graham
  - Work with Fehr Graham on the Energy Survey
- Lead Service Inventory
  - Updated list for IEPA
- Lead & Copper Samples
  - Prepare spreadsheet
  - Look up phone numbers and help the crew conduct interior plumbing inspections
- MFT
  - Work on 2025 MFT work with Fehr Graham
- Pedestrian Crossings
  - Nothing new
- Prepared bills for payment
- SCADA Upgrades
  - New cellular connections in two lift stations and both new generators
- Worked with Helm Electric to get new lights installed at WWTP, 3rd Street parking lot lights repaired, and wiring for new digital sign
- Help with snow removal
- Purchased new salt spreader
- Participated in department head meeting

### **Street Department Submitted by Jordan Plock:**

- Street Department Foreman continued with his continuing education class
- The crew worked on maintenance and repairs of snow removal equipment.
- Crew installed new stop signs and street signs in a few areas.
- The crew did a cleanup after several snow storms.



- Crew worked on extensions for the American flags for the downtown area.
- Crew burned off all the brush at the city dump.
- Crew is continuing to work on improvements to the Street Garage.
- The crew worked on patching the area after the water main break.
- Several members of the crew helped with the lead line program.
- The mechanic worked on general vehicle maintenance.
- Purchased and installed a new salt spreader on our bobcat to help with the downtown cleanup process.

**Sewer Department Submitted by Scott Wallace:**

- Daily chores
- Full testing (process control/EPA Monitoring)
- Half testing (process control)
- Pumped Sludge
- Cleaned bar screens multiple times a day due to rags, debris
- Daily netting of Tanks
- Daily reporting of National Weather Service recordings
- Lift Station usage recording
- Assisted the Water department when needed
- Cleaned clarifiers (weirs, and channels)
- Generator/ Well checks
- Worked with various customers on water and sewer issues (leaks, sewer backups)
- Monthly reports to EPA
- Worked with Contractor to install new Security lighting
- Worked on frozen pipes at the lift station
- Worked on Boiler igniter and furnace for lab building
- Training of new employee



**Water Department Submitted by Jeff Pennington:**

- Daily water chores
- Daily water testing
- Repair and Replacement of Chemical feed pump issues as needed
- Chemical Delivery
- Julie Locates
- Worked on Monthly paperwork for EPA compliance
- Assisted the Sewer department when needed
- Water shutoffs
- Water turn-ons
- Final reads
- Worked with various customers on water and sewer issues (leaks, sewer backups, frozen pipes, frozen meters)
- Generator/ Well checks
- Worked on Management classes

- Working on EPA updating of multiple monitoring programs and New regulations for EPA compliance.
- Worked on Lead and copper sampling site plan with Public Works Director
- Training of new employee
- Worked on Meter Replacement Program
- Worked on frozen piping at the Lift station
- Responded to EPA attachment A and B during the last EPA Inspection
- Worked with contractors for quotes on necessary improvements to well-houses
- Worked with contractors for quotes on necessary improvements to the West Reservoir overflow pipe
- Department head meeting with city manager to discuss city operations

**Oregon Police Department Submitted by Chief Matthew Kalnins**

- We would like to congratulate Officer Brechon in his promotion to Lieutenant. This is a well earned promotion for Lt. Brechon who came to the Oregon Police Department in 2022 from the Byron Police Department. Lt. Brechon is currently the SRO for the Oregon School District and is helping to train Officers Buckwalter and Wakeland.



- On January 14th at the last City Council Meeting Officer Wakeland was sworn in as a patrol officer. Officer Wakeland graduated from the Sauk Valley Community College

Police Academy on 12-16-2024. We are very excited to have her with our department. Officer Wakeland is currently in FTO with Officer Higby.



- The Oregon Police Department would also like to give a few safety tips for anyone that is going to be out and about in the snow/cold temperatures.
  - Dress in Layers and wear a hat and gloves when outside
  - Wear outer garments that are water-repellent
  - Wear sturdy boots and will protect your feet.
  - Watch for frostbite and hypothermia
  - Carry a winter kit in your car, one that includes a shovel, windshield scraper, jumper cables, flashlight, warning devices and a blanket.
  - Don't crowd snowplows and be careful approaching intersections, ramps and bridges.

