



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 February 11th, 2025, 5:30 P.M.
115 N 3rd Street**

Public Option: Join Meeting via Zoom

Meeting ID: 810 2738 3724

Passcode: 322559

One tap mobile

+13092053325

1. CALL TO ORDER

2. ROLL CALL

3. PLEDGE OF ALLEGIANCE

4. PRESENTATIONS

5. PUBLIC COMMENT

6. APPROVAL OF MINUTES

7. APPROVAL OF WARRANTS AND PAYROLL

8. ORDINANCES

- a. Ordinance 2025-008 Public Works Mutual Aid Network**

9. RESOLUTIONS

- a. Resolution 2025-1 for Maintenance Under the Illinois Highway Code – Seal Coat Projects – Jackson Street, Depot Street, N 5th Street, S 6th Street, & 13th Street**

10. MOTIONS

- a. Discussion and possible Approval of the Decommissioning Plan for US Solar**
- b. Discussion and possible Approval of Bid for Financing the purchase of a Leaf Vac**

11. DISCUSSION ITEMS

12. PROCLAMATIONS, COMMENDATIONS, ETC

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.

13. BOARD AND COMMISSION REPORTS

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

14. DEPARTMENT AND OFFICER REPORTS

- a. **POLICE**
- b. **PUBLIC WORKS**
- c. **CITY CLERK**
- d. **CITY ATTORNEY**
- e. **CITY MANAGER**
City Manager's Report

15. COUNCIL REPORTS

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

16. EXECUTIVE SESSION

17. 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 28th, 2025, 5:30 P.M.
City Hall Council Chambers
115 N 3rd Street

The Council of the City of Oregon met Tuesday January 28th, 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: Public Works Director Bill Covell.

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

Council Member Melanie Cozzi started the pledge of allegiance.

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

Mayor Ken Williams moved to amend the agenda to move the Fire Department request to follow public comment, Seconded by Council Member Kurt Wilson.

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

Public Comment

Mayor Ken Williams stated the guidelines for the public comment portion of the meeting. Public comments included multiple residents in favor of the addition to the Oregon Fire Department and their plan to meet the needs of the county without raising taxes. Many residents thanked the fire department for their service. One resident asked for the fire departments request for the variance to be returned to the Planning Commission for more review and discussion.

Presentation

Chief Mike Knoup thanked everyone for their support of the fire department. He gave an overview of the planned addition to the fire department and the reasons why it is needed.

Council Member Kurt Wilson moved to conditionally approve the application of the owner of the property located at 100 W Washington Street Oregon IL consisting of pin #s 16-03-178-005, 16-03-178-008, and 16-03-178-009 for variance to the Riverfront zoning ordinance to permit the special use of fire department for the property in question, and to further conditionally approve the owner's application for special use, which would authorize the owner to operate said property as a fire department and to construct on said

property an expansion of the existing facilities, subject to the following terms and conditions:

1. The special use of the fire department shall expire in twenty years,
2. Construction is limited to the addition only, and no additional construction shall be permitted anywhere on the three pins' without first obtained a variance, and
3. Façade design elements shall be modified to conform to the original vision of the Riverfront district as defined in Section 32.20.110 of the Oregon municipal code, and said final design shall be approved by the City before the issuance of any building permits,

Seconded by Council Member Terry Schuster.

Discussion: The City Council discussed the fire departments need for additional office and staff sleeping space, current fire department debt, grants and current funding sources, growth of the department, current uses of the green space behind the fire department, water service needs, and the life of the proposed addition.

Roll Call: Cozzi: Yea. Krug: Abstain. Schuster: Yea. Wilson: Yea. Williams: Yea. No Nays.

Lead Line Service Project Update-Fehr Graham

Chad Ryan with Fehr Graham gave the City Council a brief review of the lead service line project. He said the grant funds the city received were exhausted in October. He said the city is also waiting for approval of the loan from the EPA and that all federal funds are currently on hold.

Approval of Minutes

Council Member Tim Krug moved to approve the January 14th, 2025, minutes, Seconded by Council Member Melanie Cozzi.

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

Approval of Warrants & Payroll

Council Member Tim Krug moved to approve payroll in the amount of \$63,316.72 and the current warrants as listed:

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
	\$410,938.46

Seconded by Council Member Terry Schuster.

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

Ordinances

Council Member Tim Krug moved to approve Ordinance 2025-006 Building and Building Regulations with amendments, Seconded by Council Member Melanie Cozzi.

Discussion: City Manager Darin DeHaan stated the codes are required by the state to be updated. The city will be moving to the 2021 building codes. The fire department is still working on the fire and life safety codes. Council Member Tim Krug noticed a possible discrepancy in 26.08.010 Building Permits. He said it states if construction is not complete within 180 days, he believes it should be 365 days. City Manager Darin DeHaan said he will review the code and make the amendment.

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

Resolutions

None.

Motions

Council Member Tim Krug moved to table the Decommissioning Plan for US Solar, Seconded by Council Member Terry Schuster.

Discussion: City Attorney Paul Chadwick and City Manager Darin DeHaan have both reviewed the decommission plan. The funds for decommissioning the solar project would be paid for by the company and would be held by the city as a financial assurance. If the solar company were to walk away from the project, the funds held by the city would be used to decommission the solar project.

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

Council Member Melanie Cozzi moved to approve the 2025 Street Projects and Authorize the City Manager to amend and/or execute any contracts or project related documents, Seconded by Council Member Kurt Wilson.

Discussion: This is the initial agreement to start to work with Fehr Graham on street and IDOT projects.

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

Discussion Items

None.

Proclamations, Commendations, Etc.

None.

Committee Reports

Economic & Community Development: A young adult focus group meeting is being held on February 24th, for long-term planning. There were approximately twenty-five to thirty volunteers for the focus group.

Finance: IML released projections for major funds in the latest IML book.

Public Art Commission: Members of the committee will be helping with designing the welcoming monuments at the entrances to the city.

Department Reports

City Manager Darin DeHaan: Thanked the City Council for working on complex issues for the community.

Council Reports

Mayor Ken Williams: He also thanked the City Council for their hard work and doing their research.

Council Member Terry Schuster moved to adjourn the meeting, Seconded by Council Member Kurt Wilson.

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

Adjourn: 7:01 P.M.

Ken Williams, Mayor

Attest: _____
Cheryl Hilton, City Clerk



February 11, 2025

Payroll in amount \$64,847.07

Axon Enterprise Inc	\$12,970.05
Blue Cross Blue Shield	\$18,255.97
Bonnell Industries	\$174.72
Butitta Bros Automotive - Oregon	\$198.46
City of Oregon	\$13,202.42
Comcast	\$330.41
ComEd	\$12,715.74
Compass Minerals America Inc	\$8,028.94
Ehmen	\$367.10
Envision Healthcare	\$252.00
Ferguson Waterworks #2516	\$605.85
Fidelity Security Life Insurance	\$191.54
Frontier	\$117.68
Fyr Fyter	\$873.10
Galls, LLC	\$103.79
Hach Company	\$62.90
Hackbarth Truck & Equipment	\$2,989.20
Helm Civil	\$1,687.50
Illinois EPA	\$11,677.38
Illinois EPA	\$72,768.30
Jeff Pennington	\$80.00
Josh Pickering	\$160.00
Ken Williams	\$26.71
Manheim Solutions	\$2,592.00
MCS	\$145.00
Midwest Disposal	\$2,760.00
Mobile Electronics	\$2,236.30
Morton Salt	\$3,494.71
NAPA	\$875.17
Northern Illinois Disposal Services	\$24,551.15
Ogle County Clerk and Recorder	\$60.00
Old National Bank	\$1,925.60
Oregon SuperValu	\$16.63
Postmaster	\$1,168.00
Quill	\$71.47
Rat Worx, Inc	\$106.80
Shaw Media/ Oregon Republican Reporter	\$65.00
SmartDraw Software LLC	\$119.40
Snyder's Pharmacy	\$419.47
Strategic Government Resources, Inc	\$150.00

Stratus Network Inc	\$64.09
Sundog IT	\$2,633.15
Testing Service Corporation	\$5,893.00
Uniform Den	\$587.40
Visa	\$1,915.29
Water Solutions Unlimited Inc	\$2,520.00
Willett Hofmann & Associates	\$12,724.84
Zoro Tools, Inc	\$167.09
	\$225,101.32

City Manager



ORDINANCE NO. 2025 - 008

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

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

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

WHEREAS, the Mayor and the City Council of the City of Oregon have determined that it is in the best interests of the City of Oregon and its residents to enter into the Illinois Public Works Mutual Aid Network Agreement to secure to each the benefits of public works mutual aid and assistance.

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

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Illinois Public Works Mutual Aid Network Agreement is hereby approved, and the Mayor and the Clerk be and are hereby authorized and directed to execute the Illinois Public Works Mutual Aid Network Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

SECTION FIVE: EFFECTIVE DATE This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Adopted this 11th day of February 2025, by roll call vote as follows:

VOTING: Ayes: Nays: Absent:

Presiding Officer:

Attest:

Ken Williams, Mayor, City of Oregon

Cheryl Hilton, City Clerk, City of Oregon

EXHIBIT A

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter “Agreement”) is entered into by and among the City of Oregon the other participating public agencies that have also executed this Agreement (collectively, the “Parties” and individually a “Party”).

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the “Illinois Public Works Mutual Aid Network (IPWMAN);” and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter “Act”) authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

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

WHEREAS, the Act provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

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

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

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials, or other associated services, as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

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

A. “AGENCY” means any municipality, township road district, unit road district, county highway departments, publicly owned water organization and publicly owned wastewater organization or any other public agency that performs a public works function that has entered into and abides by the provisions as found in this Agreement.

B. “AID AND ASSISTANCE” includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

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

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

E. “BOARD MEMBER” is a representative of the IPWMAN serving on the Board of Directors.

F. “DISASTER” means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam

break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

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

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

I. "GENERAL MUTUAL AID" means aid and assistance provided during non-emergency conditions.

J. "MUTUAL AID RESOURCE LIST" means the list of the equipment, personnel, and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

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

L. "PARTY" means an Agency which has adopted and executed this Agreement.

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

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

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

SECTION III: RESPONSIBILITY OF PARTIES

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

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

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

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

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

SECTION IV: ANNUAL REVIEW

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

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

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

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

SECTION VII: SUPERVISION AND CONTROL

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

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

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

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

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

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

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

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

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

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

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

E. REIMBURSEMENT OF COSTS – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency,

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

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

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

SECTION XI: WORKERS COMPENSATION

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

SECTION XII: INSURANCE

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

SECTION XIII: INDEMNIFICATION

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

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided,

however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

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

SECTION XV: NOTICE OF CLAIM OR SUIT

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

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

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

- (1) Approve and execute this Agreement.

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

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

SECTION XVIII: NOTICES

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

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

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

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid.

Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

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

SECTION XXIII: WAIVER

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

SECTION XXIV: EXECUTION OF COUNTERPARTS

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

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By-Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

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

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

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

Signature Page

Approved and executed this _____ day _____ of 20 _____.

For the Agency (Insert Name): _____

By: _____

Its: _____

Attest

By: _____

Its: _____

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____ 20 _____.

By: _____

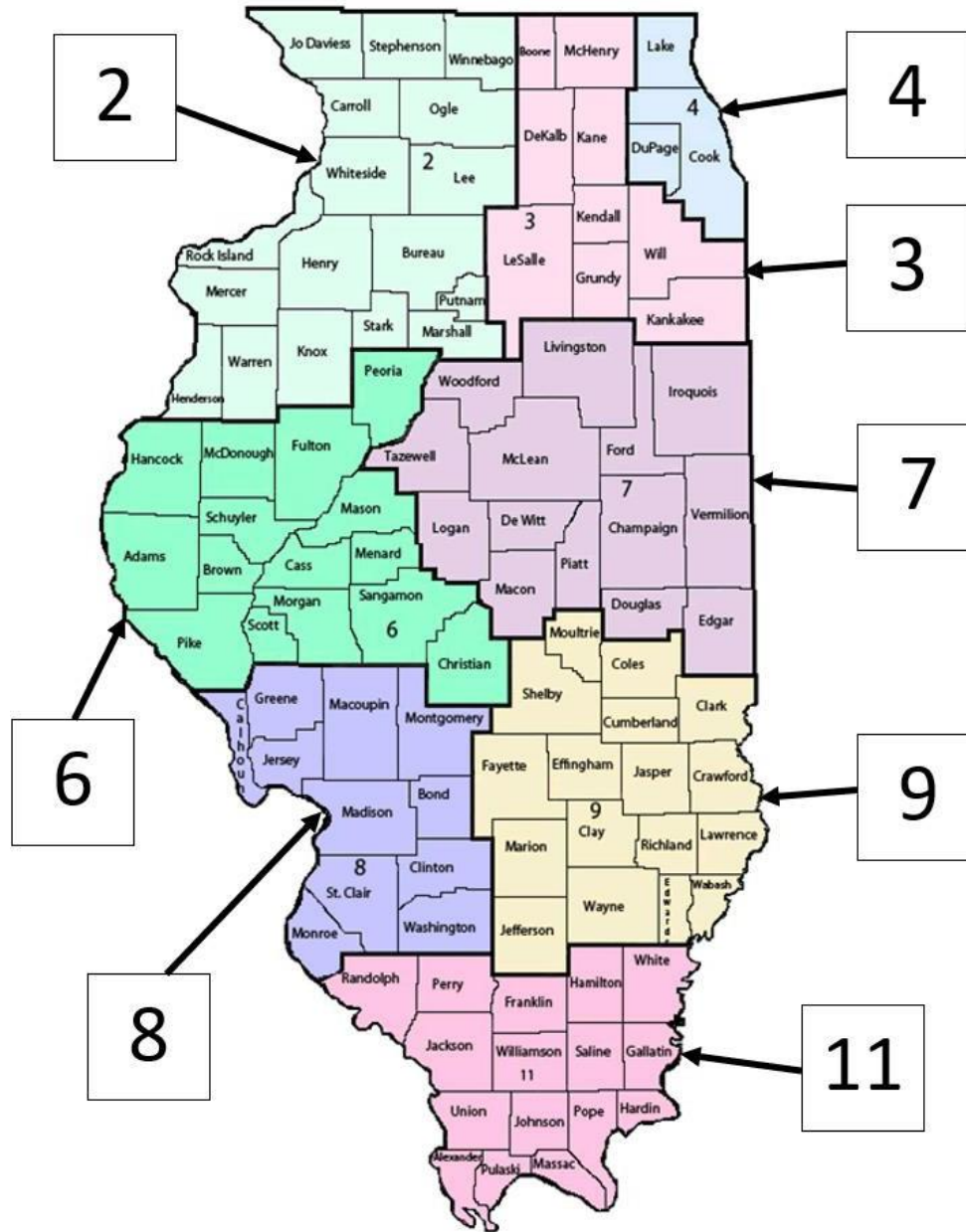
Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____

Joe Cronin
Secretary, IPWMAN Board of Directors

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board of Directors on October 22, 2024.

Exhibit 1—IPWMAN Region Map



IPWMAN Region Map



Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
2	Ogle	2025-1	Original	25-00000-00-GM

BE IT RESOLVED, by the Council of the City of Oregon of Oregon Illinois that there is hereby appropriated the sum of _____ Dollars (\$150,000.00)

One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/25 to 12/31/25
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Oregon shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Cheryl Hilton City Clerk in and for said City of Oregon in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Oregon at a meeting held on 02/11/25
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 11th day of February, 2025
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation



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:

USS Ducks Solar LLC
100 N 6th St #410B
Minneapolis, MN 55403
(612) 260-2230

Prepared by:

Westwood Professional Services
12701 Whitewater Drive, Suite 300
Minnetonka, MN 55343
(952) 937-5150

Project Number: 0041281.00

Date: January 22, 2025

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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 decompact 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 decompact 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. 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 (1st) 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 (6th) 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 (11th) 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 (10th) year after COD.



Attachment A

Decommissioning Cost Estimate

USS Ducks Solar Project

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

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
Subtotal Civil Infrastructure				\$71,353

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
Subtotal Structural Infrastructure				\$165,231

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
Subtotal Electrical Collection				\$236,175

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 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 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.



THE HARVARD STATE BANK

January 24, 2025

City Of Oregon ,

Thank you for giving The Harvard State Bank (the "Bank") the opportunity to review your credit request. This term sheet is a basic outline of the terms and conditions currently being contemplated. This is not a commitment to lend, but merely an expression of our interest in providing the aforementioned financing request. The terms and conditions are subject to change in whole or in part once our due diligence, credit analysis and underwriting is complete.

Borrower: City of Oregon

Purpose: To purchase a Leaf Vac for the City.

Amount: \$140,000

Interest Rate: 5.50% fixed for 7 years

Repayment: Monthly Principal & Interest (\$2,012 a month.)

Loan Fee: \$250 + Third Party Expenses and Closing Costs)

Term: 7-year term

Collateral: UCC-1 purchase money filing on the equipment

Guarantor(s): None

Other Terms:

- No prepayment penalty.

Thank you,

Ryan Hutchinson

Your friends in banking located at:

35 N. AYER STREET
HARVARD, IL 60033
TEL: 815.943.4400
FAX: 815.943.4759

9605 MAIN STREET
HEBRON, IL 60034
TEL: 815.648.2481
FAX: 815.648.4644

2470 EASTROCK DRIVE
ROCKFORD, IL 61108
TEL: 815.397.3111
FAX: 815.397.3217

510 W. WASHINGTON STREET
OREGON, IL 61061
TEL: 815.732.3111
FAX: 815.732.3115

www.webhsb.com

We are proposing the following:

Amount: \$140,000

Term: 84 months

Rate: 5.35% fixed for the term

Collateral: Security interest in the Leaf Vac being purchased

Monthly Payment \$2,006.52

Additional info needed if our proposal is accepted would be an attorney's opinion letter as well as minutes from City of Oregon approving the purchase.

Let me know if you have any questions.

Ed Munguia
Executive Vice President

Stillman
BANK



February 6, 2025

City of Oregon

Re: Tax Exempt Municipal Lease Proposal

Dear Sir or Madam:

Lease Servicing Center, Inc. dba NCL Government Capital ("NCL") is pleased to propose to City of Oregon the following Tax Exempt Municipal Lease transaction as outlined below. Under this transaction, City of Oregon would enter into a Tax Exempt Municipal Lease agreement with NCL for the purpose of acquiring Leaf Vacuum . This transaction is subject to formal review and approval by both the Lessor and Lessee.

LESSEE:	City of Oregon	
LESSOR:	Lease Servicing Center, Inc. dba NCL Government Capital	
EQUIPMENT:	Leaf Vacuum	
EQUIPMENT COST:	\$144,372.00	
DOWN PAYMENT / TRADE-IN:	<u>\$0.00</u>	
AMOUNT FINANCED:	\$144,372.00	
FUNDING DATE:	February 27, 2025	
DEFERRAL DAYS:	0	
FIRST PAYMENT DUE:	February 27, 2026	
TERM:	3 Years	MAX USAGE:
ANNUAL LEASE PAYMENTS:	\$55,899.91	
ALTERNATIVE LEASE OPTIONS:	5 years	\$35,163.86
	7 years	\$26,481.28

BALLOON PAYMENT: \$0.00

PRICING: The payments outlined above are locked, provided this proposal is accepted by the Lessee and the transaction closes/funds prior to March 6, 2025. After these days, the final payments shall be adjusted commensurately with market rates in effect at the time of funding and shall be fixed for the entire lease term.

DOCUMENTATION FEE: \$500 paid to Lessor at closing

DOCUMENTATION: Lessor shall provide all of the documentation necessary to close this transaction. This documentation shall be governed by the laws of the State of Lessee.

TITLE / INSURANCE: Lessee shall retain title to the equipment during the lease term. Lessor shall be granted a perfected security interest in the equipment and the Lessee shall keep the equipment free from any/all liens or encumbrances during the term. Lessee shall provide adequate loss and liability insurance coverage, naming Lessor as additional insured and loss-payee.

TAX STATUS: This transaction must be designated as Tax-Exempt under Section 103 of the IRS code of 1986 as amended.

SOURCEWELL CONTRACT: NCL has been competitively bid and awarded a contract through Sourcewell (Formerly NJPA).
#011620-NCL NCL's Sourcewell Contract # is 011620-NCL.

We appreciate this opportunity to offer an NCL Financing Solution. Please do not hesitate to contact me if you have any questions at (320) 763-7600. Acceptance of this proposal is required prior to credit underwriting by NCL. Upon acceptance of this proposal, please scan and e-mail to my attention. Thank you again.

Sincerely,

Jacob Ost - (320) 763-7600
jakeo@nclgovcap.com

ACCEPTANCE

As a duly authorized agent of City of Oregon, I hereby accept the proposal as outlined above and intend to close this financing with NCL, subject to final approval.

ACCEPTED: _____ DATE: _____
NAME: _____ TITLE: _____
PHONE: _____

WE ARE PROVIDING THE INFORMATION CONTAINED HEREIN FOR INFORMATIONAL PURPOSES ONLY IN CONNECTION WITH POTENTIAL ARMS-LENGTH COMMERCIAL BANKING TRANSACTIONS. IN PROVIDING THIS INFORMATION, WE ARE ACTING FOR OUR OWN INTEREST AND HAVE FINANCIAL AND OTHER INTERESTS THAT DIFFER FROM YOURS. WE ARE NOT ACTING AS A MUNICIPAL ADVISOR OR FINANCIAL ADVISOR TO YOU, AND HAVE NO FIDUCIARY DUTY TO YOUR OR ANY OTHER PERSON PURSUANT TO SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE AND SHOULD NOT BE CONSTRUED AS "ADVICE" WITHIN THE MEANING OF SECTION 15B OF THE SECURITIES EXCHANGE ACT OF 1934 AND THE MUNICIPAL ADVISOR RULES OF THE SEC. WE ARE NOT RECOMMENDING THAT YOU TAKE AN ACTION WITH RESPECT TO THE INFORMATION CONTAINED HEREIN. BEFORE ACTING ON THIS INFORMATION, YOU SHOULD DISCUSS IT WITH YOUR OWN FINANCIAL AND/OR MUNICIPAL, LEGAL, ACCOUNTING, TAX AND OTHER ADVISORS AS YOU DEEM APPROPRIATE. IF YOU WOULD LIKE A MUNICIPAL ADVISOR THAT HAS LEGAL FIDUCIARY DUTIES TO YOU, THEN YOU ARE FREE TO ENGAGE A MUNICIPAL ADVISOR TO SERVE IN THAT CAPACITY.



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

CITY OF OREGON

115 N. 3rd Street, Oregon, IL 61061

Phn: 815-732-6321/ website: cityoforegon.org

To: Mayor Ken Williams & Oregon City Council

From: Darin J. DeHaan, City Manager

DATE: Feb 11, 2025

I am pleased to provide Mayor Williams and the Oregon City Council with the following synopsis of City Business for – **Jan 25, 2025 – Feb 7, 2025**

Submitted by Darin DeHaan - City Manager:

- Council member Terry Schuster and I continue to plan and prepare for the young adult focus group. We have a great group of individuals who plan to attend. We are holding the discussion at the Illinois Extension Office on February 24th from 5:30p-7:30p.
- I met with a building owner of one of our downtown buildings and look forward to working with them as they look to rehab the space and update the facade.
- I continue to have discussions with investors on several potential businesses that are looking to come to Oregon. Lots of work yet to do, but I'm always encouraged when people are looking to invest in our great community.
- I had several follow up meetings in reference to our search for a new executive director for the Ogle County Economic Corporation.
- Our new community information sign at Sarah Phelps Community Plaza was scheduled for installation on 02/06/25, unfortunately when I stopped by the project was stalled. The old sign was removed, but the new sign couldn't be installed. A third party contractor (not the sign installer) who checked the site said that it was ready, unfortunately a pole was not installed in the center of the platform to hold the new sign. The sign engineers and the sign installer will work out a plan of action.



- I attended the Illinois State Legislative Update webinar.
- I had a good discussion with Blackhawk Hills Regional Council in reference to our local effort to create bike/recreation path connectivity between Oregon, Mt. Morris and Polo.
- I continue to help coordinate with the Fire Department building expansion project.
- I attended a webinar with Fehr Graham on the Federal Funding freeze. Grants, and project funding. We are concerned that this may affect the progress on our Safe Routes to School grant as well as other grants and projects we have submitted over the past year.

New Federal Budget will be March 14th.

Potentially affected:

- a) Infrastructure and transportation projects - DOT, EPA, EDA, USDA
- b) EPA, Clean Water, Brownfields, Lead Line Projects
- c) Non-profit and community programs
- d) Education and research grants
- e) Environmental initiatives
- f) Congressional Directed Spending, EPA, HUD, DOT

*Rebuild Illinois Grants should not be affected. Which will pay for a majority of our summer road projects this year.

- We have been working with ComEd in reference to the power lines that run in front of City Hall. The lines have drooped and are too close to our US Flag pole. After a few discussions, it was agreed that ComEd would take as much slack out of the lines as they could and we agreed to shorten our flag pole to keep the appropriate distance from the power lines as required. We definitely do not want anyone hurt. The flag pole will be re-installed as soon as possible. Thank you to our Public Works Department for helping to formulate a plan to resolve this issue.



- I have been working with staff to eliminate any paid wireless devices that we no longer need to save money on our monthly wireless bills. We've implemented some new technology recently so several of these legacy devices can now go offline and will save some money going forward.
- I will be presenting finance options for a leaf vac to City Council at the next council meeting. We had a great response from our citizens when we launched a short trial run last fall/winter. I look forward to strategizing how we can permanently add this service for our community.
- I attended a meeting with Public Works and Fehr Graham as we continue to plan for 2025 Street Project Bids. We will continue to share information with the public as we move forward.
- I held a department head meeting, we discussed continued safety protocols, updating our city policy manual with new changes in state laws as well as continuing to develop and discuss ways we can serve our community and staff. I'm lucky to have such a great dedicated team of leaders who are passionate to provide the best service to Oregon that we can.
- I had a few citizens who reached out about the quality of audio we have for our zoom meetings. I'm looking for options to provide the best virtual experience for those who log in to our public meetings. We plan to make some adjustments going forward.
- I want to continue to thank citizens who reach out and communicate with our staff, elected officials, and me. Our 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 us helps us accomplish those things, so thank you.

City Hall - Cheryl Hilton - City Clerk:

- City Hall will be closed Monday February 17th in observance of Presidents Day.
- 4 Building Permits were issued for the month of January.
- Please contact City Hall if you would like to start direct debit or email billing for your water/sewer/garbage bill.

MEETING INFORMATION

Planning & Zoning:

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

City Council Meeting:

Next meeting Feb 25, 2025 at 5:30pm Oregon City Hall Council Chambers

Economic and Community Development Committee:

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

Sustainability Committee:

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

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 plan
- Frontier Communications
- Trestle Ridge
 - Review future road needs
- Daily Scheduling
- Headworks Project
 - Meeting to review 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
 - Assist in finalizing the report
- 2025
 - Work on 2025 MFT work with Fehr Graham
 - Help prepare quantities for RBI-funded areas
 - Meeting to discuss projects
- Pedestrian Crossings
 - Discussed in the meeting with Fehr Graham

- Prepared bills for payment
- SCADA Upgrades
 - New cellular connections in two lift stations and both new generators
- Worked with Helm Electric to finalize electrical for the new sign at SPP.
- Participated in department head meetings
- Helped coordinate flag pole adjustments
- Finalized new layout for dog park





Street Department Submitted by Jordan Plock:

- Street Department Foreman continued with his continuing education classes.
- The crew worked on maintenance and repairs of snow removal equipment.
- Crew working on sign replacement inventory.
- The crew did a cleanup after several ice storms.
- Crew worked with ComEd to take down a flag pole at city hall that will later be reinstalled at a safe height.
- Crew is continuing to work on improvements to the Street Garage.
- Several members of the crew helped with the lead line program.
- The mechanic worked on general vehicle maintenance.
- Crew worked on cleaning up overgrown brush on the street garage property.
- Crew worked on cleaning up some low-hanging limbs in town due to storm damage.
- Street Foreman met with Fehr Graham about upcoming road projects for 2025.
- Worked on getting an inventory for the sidewalk replacement program.
- Crew worked on installing a “NO ENGINE BRAKING” sign on the north side of RT 2.

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
- Training of new employee
- Shut offs
- Rate increase for excepted wastewater
- Worked with Certified lab for upcoming samples
- Meeting with Fehr Graham on 90% completion
- Annual Training threw Risk Management

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
- Filled Generators with winter fuel at City hall and 10th street lift station

- 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
- Worked on lead line inventory updates
- Training of new employee
- Worked on the Meter Replacement Program
- 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
- Installed new safety equipment at all well houses

Oregon Police Department Submitted by Chief Matthew Kalnin

- 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.

