



## **Town of Cortland**

### **Board of Trustees Town Board Meeting**

Town Hall, 59 S. Somonauk Road Cortland, IL 60112

June 12, 2023 at 7:00 PM

#### **AGENDA**

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#### **CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL**

#### **APPROVAL OF AGENDA**

#### **PUBLIC WISHING TO SPEAK**

#### **NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION**

1. Motion to Waive Formal Bidding Requirements for Purchase and Installation of Replacement VFD at Well #4 *(In accordance with 65 ILCS 5/8-9-1; must pass by 2/3 vote)*
2. Approve Estimate of H.I. Stone & Sons for Water Well Drilling in the amount of \$36,420.00 for the Removal and Replacement of VFD at Well #4 and Authorize Mayor to Sign Necessary Documents *(Budgeted Expense from Capital Improvement Fund 07-7400-812)*
3. Motion to Waive \$250.00 Deposit Fee for Cortland Community Park Shelter Reservation for National Multiple Sclerosis Society to be used as a Rest Stop for Bike Fundraiser
4. Approve the Purchase of Inclusive Play Equipment from Gametime c/o Cunningham Recreation in the amount of \$19,508.74 for an Inclusive Whirl and Zero-G Swing Chairs *(Funding Provided by Approved Grant from DeKalb County Community Foundation in the amount of \$19,200.00 for the Purchase of Inclusive Play Equipment. Remaining Balance Funded by Park Equipment Line)*
5. Motion to Waive \$200.00 Liquor License Fee for the Cortland Lion's Club Summer Fest Liquor License

#### **PARKS ADVISORY COMMITTEE REPORT**

#### **DEPARTMENT HEAD REPORTS**

#### **COMMENTS**

#### **MAYOR'S REPORT**

6. Pride Proclamation in Celebration of Pride Month

#### **ADJOURNMENT**



# Town of Cortland

## Agenda Request

Item 1.

(SUBMIT FORM TO THE TOWN CLERK NO LATER THAN ONE WEEK BEFORE THE SCHEDULED MEETING)

**ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR**

☒ **RESOLUTION**      ☐ **ORDINANCE**      ☐ **INFORMATION**      ☐ **OTHER**

**DATE PREPARED: 6-8-2023**

**FOR MEETING ON: 6-12-2023**

**DESCRIPTION/TITLE:**

Waive the bidding requirements for installation of failing VFD at Well #4

**REQUIRED ACTION:**

Waive the bidding requirements for installation of failing VFD at Well #4

**STAFF/COMMITTEE RECOMMENDATION:**

. Waive the bidding requirements for installation of failing VFD at Well #4

**STATEMENT OF CONCERN/SUMMARY:**

**AGENDA PLACEMENT:**

☐ BOARD REVIEW OF PENDING BUSINESS      ☒ NEW BUSINESS      ☐ CONCERNS      ☐ STAFF REPORTS  
☐ COMMITTEE OF THE WHOLE      ☐ PRESIDENT'S REPORT      ☐ CONSENT AGENDA      ☐ UNFINISHED BUSINESS  
☐ PUBLIC HEARING

Prepared by: Joel Summerhill

Approved by:

Date June 8, 2023

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H.I. Stone & Sons, Inc.  
Water Well Drilling

260 W. Lincoln Hwy  
Cortland, IL. 60112-8420  
815-756-5213  
Fax 815-756-6511  
[www.histoneandsons.com](http://www.histoneandsons.com)

6-5-23

Town of Cortland  
Attn: Joel Summerhill  
59 S. Somonauk Rd.  
Cortland, IL. 60112

Hello, we are happy to offer this estimate to remove and replace the  
VFD drive on well 4. Our unit would be an X-Drive 460A 380-480V.  
Our estimate is \$36,420.00 for removal, the VFD and installation.

The freight charges are included in this estimate.

The VFD is currently in stock.

Removal and installation will be handled by a field engineer from  
Franklin Electric. He would like 2 weeks notice for scheduling.

Thank you for the opportunity to offer this estimate. Any questions  
please call our office. (815) 756-5213.

Respectfully, Brad Stone



# Town of Cortland

## Agenda Request

Item 2.

(SUBMIT FORM TO THE TOWN CLERK NO LATER THAN ONE WEEK BEFORE THE SCHEDULED MEETING)

**ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR**

☒ **RESOLUTION**      ☐ **ORDINANCE**      ☐ **INFORMATION**      ☐ **OTHER**

**DATE PREPARED: 6-8-2023**

**FOR MEETING ON: 6-12-2023**

**DESCRIPTION/TITLE:**

Accept proposal from H.I. Stone & Sons Water Well Drilling for \$36,420.00 for the removal of the failing VFD, a new X-Drive 460A- 380-480V VFD, installation of the new VFD, and freight.

**REQUIRED ACTION:**

Accept proposal from H.I. Stone & Sons Inc. in the amount of \$36,420.00 for VFD work.

**STAFF/COMMITTEE RECOMMENDATION:**

. Accept proposal from H.I. Stone & Sons Inc. in the amount of \$36,420.00 for VFD work. This VFD replacement is time sensitive as the current VFD continues to fail weekly. These VFD's are often not in stock and have a lead time of 6 months or more when ordering them. This was a budgeted expense in the FY24 capital improvement budget 07-7400-812 \$65,0000

**STATEMENT OF CONCERN/SUMMARY:**

**AGENDA PLACEMENT:**

☐ BOARD REVIEW OF PENDING BUSINESS      ☒ NEW BUSINESS      ☐ CONCERNS      ☐ STAFF REPORTS  
☐ COMMITTEE OF THE WHOLE      ☐ PRESIDENT'S REPORT      ☐ CONSENT AGENDA      ☐ UNFINISHED BUSINESS  
☐ PUBLIC HEARING

Prepared by: Joel Summerhill

Approved by:

Date June 8, 2023

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**TOWN OF CORTLAND  
PARK SHELTER USE APPLICATION AND AGREEMENT  
TERMS AND CONDITIONS**

This is an agreement between the Town of Cortland and the "Responsible Party" for the use of the Park Shelter located at either:

**Cortland Community Park   Hetchler Community Park  
Suppeland Community Park**

A Resident of the Town of Cortland, 21 years of age or older, may complete and sign this Park Shelter Use Application and Agreement for reservation and use of the park shelter located at one of the aforementioned park locations.

Responsible Party: National Multiple Sclerosis Society

501(c)3

501(c)3  
EIN 13-5661935

Home Address: 525 W Monroe St Ste 1510 Phone: 703-350-5175

Facility Requested: Cortland Community Park Date Requested: June 25 Time: 7 am - 3 pm

Type of Event/Activity: Rest Stop for Bike Fundraiser Number of Invited Guests: 300

Are you requesting consideration by the Town of Cortland Special Events Committee to possess and consume alcoholic beverages at this event? No

A \$250.00 Security Deposit is required when you submit this completed Park Shelter Use Application and Agreement. This Application and Agreement must be submitted no later than 14 business days prior to your event. If you are approved to possess and consume alcoholic beverages at your event a copy of your Insurance Policy and Certificate of Insurance for your event must be submitted 5 business days prior to your event.

**GENERAL POLICIES AND RULES FOR USE OF PARK SHELTERS**

**Failure to abide by these Policies and Rules will result in the termination of the event and revocation of your Security Deposit.**

- If you indicated there will be no alcoholic beverages being possessed or consumed at your event, and it is found to be untrue, you will forfeit your Security Deposit and be evicted from the park.
- The Responsible Party is responsible for disclosing the intended use of the Park Shelter. Automatic revocation and forfeiture of your Security Deposit will occur in the event that the information provided to the Town of Cortland is found to be false.
- The Responsible Party shall not assign or sub-lease any portion of the premise to another group or person.

- Groups without a Not-For-Profit status are prohibited from using the Park of Park Shelter for the purpose of solicitation, profit making or monetary gain. An Admission Fee is not allowed to be charged. Only non-profit 501c3 organizations are eligible to host fund raising events.
- The Responsible Party must be present during the entire rental time and is responsible for providing supervision during the use of the shelter and shall not permit any unlawful acts or breaches of public peace.
- All activities at the park must terminate at sunset.
- The Responsible Party is financially responsible for damages to Town of Cortland property and facilities incurred during or as a result of the event.
- Activities should not unreasonably interfere in any way with other park patrons or adjacent property owners.
- The Park Shelter must be used in a safe and careful manner, with care taken not to deface, mar, damage, or in any way alter the facility.
- Disc Jockeys, Live Bands, Inflatable Rides/Attractions, Canopies/Tents, are NOT permitted in the Park with this Park Shelter Use Agreement. You may make arrangements for portable toilets to be used by your guests at your expense.
- Music or amplified sound must be kept at a level so as not to interfere with other users of the Park or nearby residents.
- All vehicles are to be legally parked in the street or designated parking areas. Parking on the grass in the Park is prohibited. Consideration and courtesy for the neighbors surrounding our Parks is important and expected.
- The Cortland Police Department will monitor the event to ensure compliance with these rules and policies and enforce local ordinances and state laws. They should be contacted by the Responsible Party should assistance be needed in providing security or safety during the event.

#### **FOOD**

- If your event is being professionally catered, the Responsible Party is responsible for compliance with all DeKalb County Health Department regulations and permitting. Picnic type food and barbequing, provided by the Responsible Party is allowed in appropriate devices designed for that intent. Bonfires of any type or size are not allowed.

#### **ALCOHOLIC BEVERAGES**

- Chapter 2 Section 7-2-4Q of the Cortland Town Code prohibits alcoholic beverages from being sold, possessed, or consumed in parks within the Town of Cortland. However, exemption to this Town Ordinance may be granted by the Town of Cortland Special Events Committee. That exemption would allow persons of at least 21 years of age, which are invited guests of an organized community function, be allowed to possess and consume alcoholic beverages. That possession and consumption would only be allowed in the Park Shelter. THE RESPONSIBLE PARTY IS RESPONSIBLE FOR REQUESTING CONSIDERATION BY THE SPECIAL EVENTS COMMITTEE FOR EXEMPTION FROM THIS ORDINANCE. THE RESPONSIBLE PARTY IS ALSO RESPONSIBLE FOR OBTAINING A CERTIFICATE OF INSURANCE NAMING THE TOWN OF CORTLAND AS AN ADDITIONAL INSURED PRIOR TO THE EVENT. The insurance must be in the amount of \$1,000,000 for Liability and \$1,000,000 for Property Damage.
- All signs, their size and locations, are to be in compliance with Town Code and must be approved prior to the event.

- The shelter area, inside and outside, should be left in equal or better condition than it was found. If the shelter is found otherwise, the Town of Cortland reserves the right to retain all or portion of the Security Deposit. Damages in excess of the \$250.00 Security Deposit will be billed to the Responsible Party.
- The Town of Cortland is not responsible for weather conditions. If this scheduled event is rained out, the Responsible Party may contact the Cortland Town Hall within 72 hours after the event to reschedule (based on availability) or request return of the \$250.00 Security Deposit.
- Cancellations must be made by the Responsible Party at least 14 days prior to the scheduled event and the Responsible Party will receive full return of the \$250.00 Security Deposit. No refund will be allowed if cancelled less than 14 days prior to the scheduled event.

### HOLD HARMLESS AGREEMENT

The Town of Cortland does not assume any liability for property lost or stolen on the premises during the use of the Park Shelter. The Responsible Party hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that the guests of the Responsible Party may sustain as a result of this Park Shelter Use Agreement. The Responsible Party further agrees to waive and release the Town of Cortland from any and all losses, claims, suits, or judgments or damages that the Responsible Party or his guests might sustain as a result of any and all activities connected with or associated with this Park Shelter Use Agreement.

The Responsible Party agrees to pay the costs, including reasonable attorney fees incurred in any action to enforce the terms of this agreement.

This agreement has been signed this 7th day of June 2023

Responsible Party: Chris Haynes

Mayor: \_\_\_\_\_  
Town of Cortland

Security Deposit Received: \$ \_\_\_\_\_

Received by: \_\_\_\_\_

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

← DEPOSIT WAIVED  
JS 6-6-2023





GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

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 165927  
 Item 4.

## Town of Cortland - Freestanding Equipment (Revised)

Town of Cortland  
 Attn: Joel Summerhill  
 59 South Somonauk Road  
 Cortland, IL 60112  
 Phone: 815-756-9041  
 water-sewer@cortlandil.org

Ship to Zip 60112

Quantity	Part #	Description	Unit Price	Amount
1	6262	GameTime - Inclusive Whirl - Basic [2 Color HDPE:_____] [Basic:_____] [HDPE:_____]	\$17,779.00	\$17,779.00
1	81752	GameTime - 5" Zero-G Chair (2-5)-Galv Chain [Roto Plastic:_____]	\$724.00	\$724.00
1	81750	GameTime - 5" Zero-G Chair (5-12)-Galv Chain [Roto Plastic:_____]	\$745.00	\$745.00
Contract: OMNIA #2017001134			<b>Sub Total</b>	\$19,248.00
			<b>Discount</b>	(\$599.79)
			<b>Freight</b>	\$860.53
			<b>Total</b>	<b>\$19,508.74</b>

### Comments

\* MATERIALS ONLY: Quotation does not include any site work, off-loading, storage, safety surfacing, or installation.

\* Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
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Item 4.

## Town of Cortland - Freestanding Equipment (Revised)

### GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (**If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.**). Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is **12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

### SUPPLY ONLY:

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.





GameTime c/o Cunningham Recreation  
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Item 4.

## Town of Cortland - Freestanding Equipment (Revised)

### ACCEPTANCE OF QUOTATION:

*Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.*

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$19,508.74**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_  
Salesperson's Signature

\_\_\_\_\_  
Customer Signature

### BILLING INFORMATION:

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

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

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

### SHIPPING INFORMATION:

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

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

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



The Inclusive Whirl provides ease of access for people of all abilities with its zero entry design. The whirl surface platform is at ground level with no need for ramps or transfer mechanisms. It features bench seating (at transfer height), a large platform surface that exceeds the ADA requirement for turn-around space and handrails for users to grasp while spinning.

\*\*Must...

## Features and Benefits:

- Zero entry universal design provides easy access for all users
- Fully compliant with ADA/DOJ guidelines for accessibility
- Available in three color combinations: Basic (#6262), Natural (#6263) and Playful (#6264)
- Must be installed with poured-in-place surfacing

Model: 6262  
Use Zone: 18'-6" X 18'-6"  
Fall Height: 4'  
Age Group: 5 to 12 Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](http://gametime.com/warranty) for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before leaves the factory.

*Item 4.*



Adding a Zero-G Chair swing to your playground allows children who require additional support to swing alongside their friends. This creates an inclusive environment of play parity where everyone can join in the fun. The Zero-G Chair is available for ages 2-5 and 5-12.

## Features and Benefits:

- Children with physical disabilities can experience movement apart from their mobility device
- High back, wing support, wide base and molded harness help the user maintain a neutral body position and minimize fatigue
- Fully engages the senses and encourages interaction among caregivers and peers

Model: 8556  
Age Group: 5 to 12 Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit [gametime.com/warranty](https://www.gametime.com/warranty) for full warranty information

## PROCLAMATION

Item 6.

*Whereas*, LGBTQIA+ Pride Month is celebrated nationwide in the month of June; and

*Whereas*, this month was chosen to commemorate the riots that took place the morning of June 28, 1969 at the Stonewall Inn in New York, often viewed as the birth of the modern LGBTQIA+ rights movement; and

*Whereas*, it is important to take time during this month to reflect on the LGBTQIA+ rights movement and the important progress that has been made; and

*Whereas*, the Town of Cortland recognizes that one of its greatest strengths is the diversity of its people; and

*Whereas*, the Town of Cortland believes in the dignity of the individual, supporting legal equality and treatment for all people, and ensuring that acts of discrimination and hatred will not be tolerated; and

*Whereas*, members of the lesbian, gay, bisexual, transgender, queer, intersex, asexual, plus communities (LGBTQIA+) contribute to our community's success and strengths in a great number of immeasurable ways; and

*Whereas*, LGBTQIA+ individuals continue to face discrimination simply for being who they are, continue to be a target of violence and harassment and yet continue to thrive through the efforts of the community itself and through the support of LGBTQIA+ affirming spaces, agencies, businesses, and individual allies; and

*Whereas*, discrimination based on sexual orientation and gender identity is often compounded with discrimination on the basis of race, immigration status, religion, disability, and age, among others; and

*Whereas*, the Town of Cortland strives to lead in affirming the lives and values of LGBTQIA+ individuals through its actions, laws, employees, and commissions; and

*Whereas*, lesbian, gay, bisexual, transgender, queer, intersex, asexual, plus individuals (LGBTQIA+) invite all members of the Cortland community to join them during the month of June in celebrating the resiliency of the community.

Now, therefore, I, Mark Pietrowski, Mayor of the Town of Cortland, do hereby proclaim June 2023 as LGBTQIA+ Pride Month in the Town of Cortland, and I encourage all people in our community to join in celebrating diversity, and promoting inclusion and equity, and I further encourage people to join me in eliminating discriminatory policies and practices toward any culture, race, or group.

Dated this 12<sup>th</sup> day of June 2023.

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Mark Pietrowski