



Town of Cortland

Board of Trustees Town Board Meeting

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

July 14, 2025 at 7:00 PM

AGENDA

CALL TO ORDER / PLEDGE OF ALLEGIANCE / ROLL CALL

APPROVAL OF AGENDA

PUBLIC WISHING TO SPEAK

NEW BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

1. APPOINTMENT/REAPPOINTMENT OF PARKS ADVISORY COMMITTEE

Consider a motion to confirm Mayor's appointment/reappointment of Michelle Bergeson, Liz Botts, Charmaine Fioretto, Mariann Kaminski, Curtis Kouba, Angel Mendez, Trent Moser, and Josh Orr to the Parks Advisory Committee. These are annual appointments.

2. Pilot Study - Phosphorous Removal Equipment - This proposal from Huber Technology, Inc. is for a pilot study to remove phosphorus at the wastewater treatment plant

Consider a motion to authorize the Mayor to sign the proposal from Huber Technology, Inc. for a pilot study of their phosphorous removal equipment. This is an unbudgeted expense, funds would come from the wastewater budget.

UNFINISHED BUSINESS FOR DISCUSSION AND POSSIBLE ACTION

3. AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO A TIF DISTRICT REDEVELOPMENT AGREEMENT by and between THE TOWN OF CORTLAND & WORTHINGTON ENTERPRISES LTD

This ordinance, if passed, would modify the Town's TIF Agreement for the enumerated properties by elimination of the Affordable Housing Restriction which would entitle Worthington Enterprises Ltd to proceed with consideration of updated building plans regarding George Caravelli's prestation to the Town Board April 28, 2025

PARKS ADVISORY COMMITTEE REPORT

COMMENTS

MAYOR'S REPORT

ADJOURNMENT



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: 7-9-2025

FOR MEETING ON: 7-14-2025

DESCRIPTION/TITLE:

Authorize the Mayor to sign the proposal from Huber Technology Inc. for a pilot study of their phosphorus removal equipment.

REQUIRED ACTION:

Authorize the Mayor to sign the proposal from Huber Technology Inc. for a pilot study of their phosphorus removal equipment
This is an unbudgeted expense, funds would come from the wastewater budget.

STAFF/COMMITTEE RECOMMENDATION:

Sign the proposal from Huber Technology Inc.

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 7-9-2025

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Date: 6-29-2025

For: Cortland, IL

Proposal #: 525011-1A

Subject: Demonstration of HUBER Pile Cloth Media RotaFilt® for Tertiary Filtration

Dear Cortland, IL,

HUBER Technology, Inc. offers you the opportunity to pilot the HUBER RotaFilt®; the very best way to filter biologically treated municipal wastewater after the secondary clarifier.



HUBER RotaFilt® 2 - Pilot

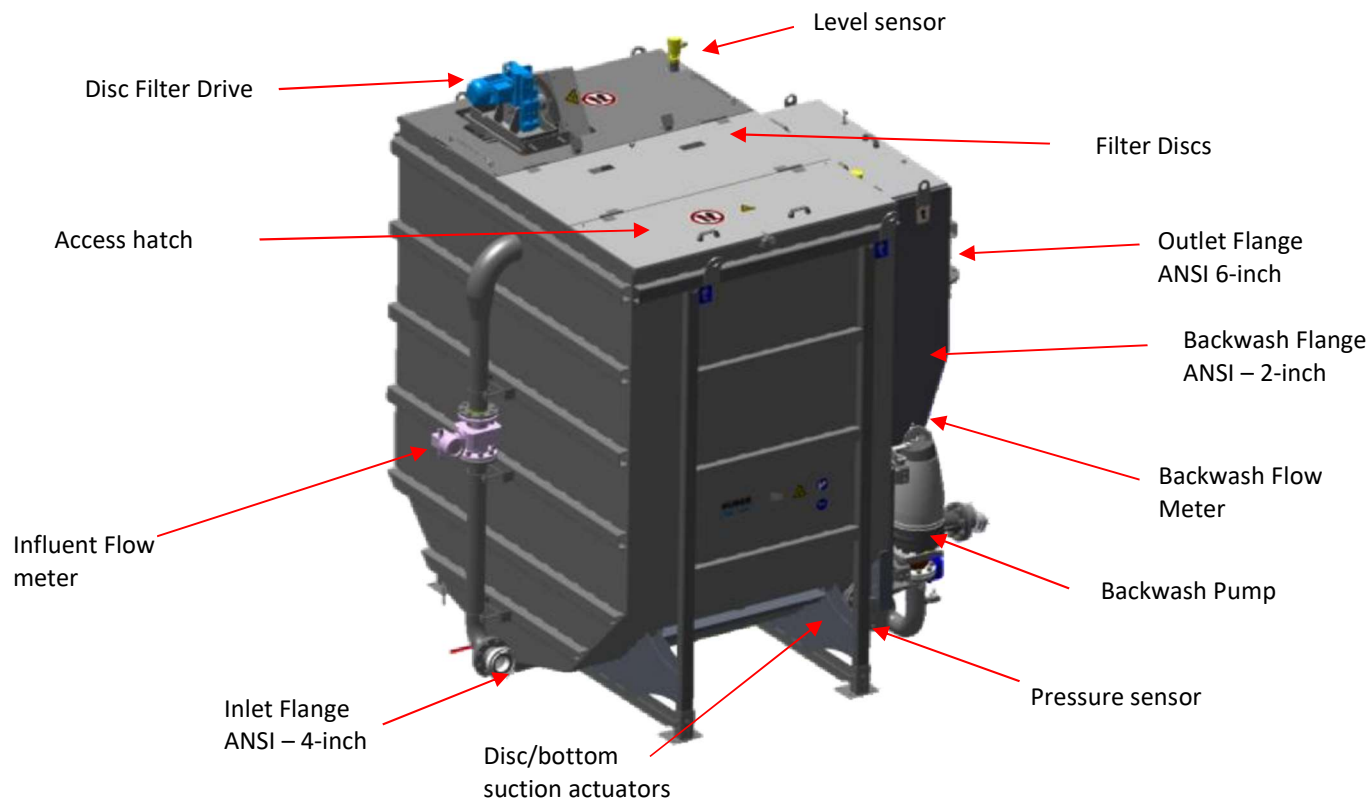
Process Description:

A submersible pump delivers wastewater from a chamber directly into the RotaFilt® pilot. Wastewater flow enters the tank surrounding the filter discs, passes through the fine pile cloth media segments, collecting the solids on the outer surface. Filtering from the outside to inside, the media will gradually blind resulting in an increasing pressure differential. At a predetermined set point, the disc filters will slowly rotate and a suction module cleans the pile cloth media, removing the solids and flowing out of the machine via the backwash piping. The screened wastewater passes over an outlet weir and exits the pilot tank through the outlet pipe. The filtration process operates continuously while the filter discs are being cleaned.

HUBER'S SCOPE OF SUPPLY INCLUDES THE FOLLOWING:

Disc Filter RotaFilt® size 2:

- Shipping and unloading the RotaFilt® plant to site
- Further details and description of the RotaFilt® pilot unit: (please reference **Appendix 1** for *RotaFilt® pilot unit drawings and pictures*).
 - Mounting type: Disc filters mounted inside an enclosed tank
 - Material of Construction: 304 stainless steel construction
 - Filter disc diameter: 7.2 feet (2200mm)
 - Submerged area per filter disc: 51 square feet (4.75 square meter)
 - Filter disc media nominal mesh size: ~5 micron
 - Filter disc media material: Fine Fiber Pile Cloth Media
 - Number of filter discs: Two (2)
 - Number of filter segments per disc: Twelve (12)
 - Suction modules: Disc suction modules and bottom suction modules
 - Number of back wash pumps included: One (1)
 - Differential water level measurement to control disc filter
 - Influent feed pump provided; mounted in partially submerged wastewater in channel
 - On-board turbidity monitoring and data logging (influent & effluent)
 - On-board magnetic flow meters (influent & backwash)
 - Influent flexible hoses – 4-inch diameter (75')
 - Effluent flexible hoses – 6-inch diameter (75')
 - Back wash hoses – 2-inch diameter (75')
 - Control panel integrated with RotaFilt® unit and mounted on side of tank
 - Power cable is included to power the control panel and wastewater pump (75')



- Chemical dosing pump and cabinet.
- In-line static mixer.
- Discharge piping for turbidity monitoring (75')
- System Installation and Startup Personnel:
 - Inlet connection piping between RotaFilt® inlet and feed pump.
 - Outlet connection piping between RotaFilt® outlet and to discharge point.
 - Backwash line connection piping between backwash outlet and discharge point.
 - Turbidity line connection between influent & effluent turbidity discharge point.
 - Electrical power cable from RotaFilt® to site's electrical power source. (Power connection by others)
 - Set-up and leveling of RotaFilt®, set-up of feed pump, installation and positioning of all piping.
- Operating personnel:
 - One (1) HUBER Field Service Specialist will be provided for the pilot to install and start-up the pilot unit, provide operator training, and decommission the equipment.

CUSTOMER'S SCOPE OF SUPPLY INCLUDES THE FOLLOWING:

Disc Filter RotaFilt®:

- RotaFilt® Machine Weights:
 - Weight empty 8,940 lbs
 - Weight with water 22,000 lbs
 - Fortified ground/location for machine.
- Space for Tsurumi Feed Pump:
 - Wastewater influent feed pump: 348 lbs
 - Adequate space required for the feed pump installation.
 - Please see **Appendix 2** for feed pump dimensions.
- Discharge locations:
 - Filtered effluent: Flow should be discharged downstream of the inlet feed pump.
 - Backwash sludge: Flow should be discharged appropriately back into WWTP process, and near the influent feeding pump to RotaFilt®.
 - Turbidity monitoring discharge
- Process parameters:
 - Installation after aeration basin & secondary clarifier.
 - Maximum flow to disc filter: 720 gpm. (*note: flow rate is dependent on influent TSS*)
 - Max TSS: _____ Average TSS: _____
 - Peak Total P: _____ Peak Ortho P: _____
 - Average TP: _____ Average Ortho P: _____
- Chemicals as required (application and performance dependent)
- Any additional piping / hose:
 - If the pilot unit cannot be placed within 75' of the feed pump and drain points.

- RotaFilt® control panel and Power Supply:
 - 480V / 60Hz, 3 phases
 - Customer shall supply additional power cable if the provided 75' is insufficient.
 - Site will need to accommodate a certified electrician if wiring will be involved for connecting to site power.
- Operating environment of > 32°F (e.g. heated garage in winter months)
 - This ensures that the backwash line any water lines do not freeze.
- Unrestricted access to the installation area per site guidelines or as applicable, including permission for pictures of pilot machines.
- **ALL rental fees of additional required equipment or supplies will be the responsibility of the customer. (e.g. Power Generator, chemicals for additional testing, etc.)**
- Operation of the Unit
 - The customer is responsible for operating the pilot unit, sampling, reports, and data collection after startup and training from HUBER. HUBER Technology needs to be informed within a day if any issues with the pilot unit come up and if any alarms are indicated by the PLC.
- Data Acquired
 - Grant HUBER access to the sampling data collected and set-up an agreement on when and how HUBER can use that data. Data required should include at a minimum the TSS influent (mg/L), TSS effluent (mg/L), flow rate (GPM), and phosphorus (mg/L).

Procedures:

- Before turning on the pilot unit:
 - If the TSS (Total Suspended Solids) concentration is unknown, measure the TSS concentration nearby the suction point of the feeding pump at a representative time of the day.
 - TSS: _____ mg/l
 - If phosphorous needs to be tested as well:
 - Total phosphorous: _____ mg/l (= total)
 - Ortho-phosphorous: _____ mg/l (= dissolved fraction)
 - Set the flow rate of the unit based on the existing TSS concentration measured under via the VFD. Switch on the pilot plant.
 - Flow rate: _____ gpm
- Sampling:
 - Sample type (composite or grab): Composite recommended.
 - Frequency of sample: Daily
 - If auto-sampler is available than the samples should be collected by the auto-sampler every hour for a 24hr composite sample. If sampling manually by hand, the samples should be collected at a minimum of three (3) to four (4) times per day.
 - Collect influent and effluent same during the same period for accuracy of the separation efficiency.
 - Each sample size should be minimum 100mL in volume.
 - All samples collected for the day should be combined into one container before testing as this provides the composite sample for the day.

- Example: 24 samples per day * 0.1 L (100mL) per hour = 2.4 L total size of sample.
 - Please see diagram 1 below for sample point locations:
 - Optimizing the Pilot unit:
 - Optimizing the final operation of the pilot unit by means of increasing the flowrate and still reaching the outlet guarantee values.
 - Operate the system at every individual set point for the next two days. If afterwards the pilot is corresponding to the required effluent guarantee values, the flow rate can then be increased by + 10 % and repeat the procedure noting down all parameters/results. In case the disc filter is not corresponding to the required TSS effluent guarantee values, decrease the throughput by – 10 %. Please reference a sample excel sheet for data recording at the end of this document (the excel file can be provided as required).
 - Phosphorous outlet guarantee values:
 - If the pilot is not corresponding to the required total phosphorous concentration at the outlet please contact HUBER, to define if additional precipitation and/or polymer is required.
-

QUOTE – 6 WEEKS Demonstration, 8 WEEKS Total Duration

<u>HUBER Unloading and Pilot Setup:</u>	Week One (1) (Includes crane by HUBER)
<u>HUBER Start-up & Training</u>	Week One (1)
<u>Pilot Duration:</u>	(6) weeks
<u>HUBER Technician/Engineer Visits:</u>	(1) visit during pilot duration time. (Includes checking in on unit, optimizing, and completing any maintenance/cleaning as required)
<u>HUBER Decommissioning:</u>	Week after pilot duration completed (Includes crane by HUBER)

The Cost of the Pilot Unit Includes:

Cost of transport, commissioning and decommissioning:	\$ -
Startup/training by HUBER technician:	\$ -
Pilot Rental Costs	\$ *waived
HUBER technician visits:	\$ -
Total Costs:	\$ 21,500.00

As part of our commitment to supporting your facility's evaluation of advanced tertiary filtration, HUBER Technology will waive all standard rental fees associated with the pilot disc filter unit for the duration of the pilot. Anticipated pilot ship date is September 1, 2025, but pending final confirmation and review, and subject to change by HUBER Technology, Inc.

By signing this document, the signee agrees to the above said scope of supply.

HUBER Technology, Inc. appreciates the opportunity to demonstrate the capabilities of our unit at your facility.

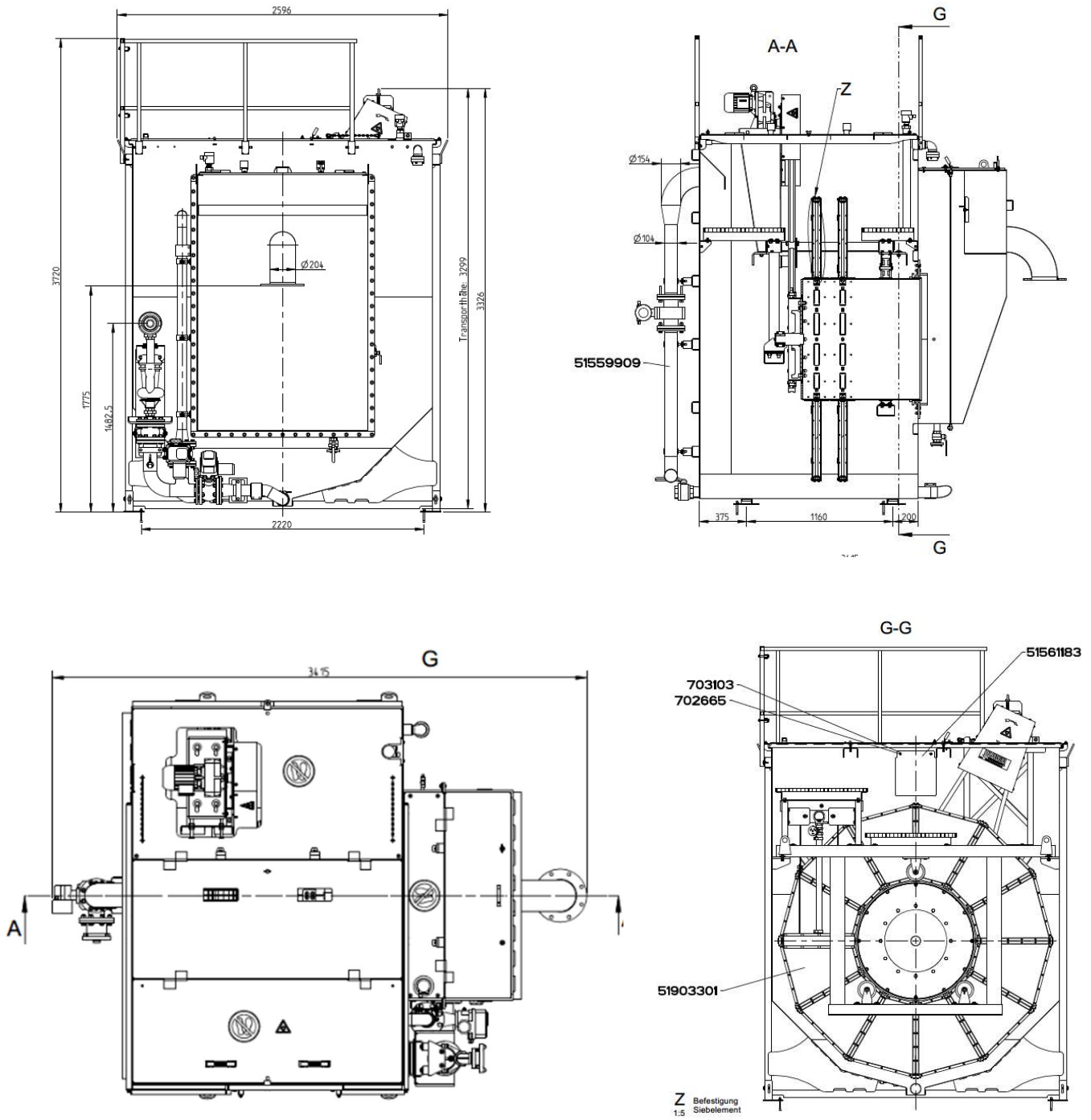
Sincerely,

Purchase Order #:

Bryce Kerney
Product Manager Filtration
HUBER Technology, Inc.

Purchaser print name, signature, and date

Appendix 1 – RotaFilt® Drawing



Appendix 2 – Photos



Effluent and backwash piping



Influent & Turbidity monitoring system
Control Panel



Sample pilot installation showing piping

Appendix 2 – Feed Pump Details



Reference Feed Pump Installation



Feed Pump Showing Pipe Elbow



Chemical Dosing Cabinet; Static Mixer



Chemical Metering Pump

**TOWN OF CORTLAND
COUNTY OF DE KALB
STATE OF ILLINOIS**

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A ~~N~~**SECOND** AMENDMENT TO A
TIF DISTRICT REDEVELOPMENT AGREEMENT

by and between

THE TOWN OF CORTLAND, DE KALB COUNTY, ILLINOIS

&

WORTHINGTON ENTERPRISES LTD
(Lots 77, 78, 79, 108, 110, 111, 112, 113,
114, 115 and 116)

ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES OF THE
TOWN OF CORTLAND, DE KALB COUNTY, ILLINOIS ON THE
____ DAY OF _____, 20**25**~~43~~.

ORDINANCE NO. _____

TOWN OF CORLAND, ILLINOIS

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN
SECOND AMENDMENT TO A TIF DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE TOWN OF CORTLAND

&

WORTHINGTON ENTERPRISES LTD

WHEREAS, the Town of Cortland, DeKalb County, Illinois ("Town"), established a Tax Increment Financing District known as the Cortland TIF District (the "TIF District") pursuant to the Tax Increment Allocation Redevelopment Act (the "Act"), 65 ILCS 5/11-74.4-1 et seq. on the 23rd day of January, 2012; and

WHEREAS, on the ~~12th~~ ^{22nd} day of ~~April~~ ^{June}, 2013, the Town Board entered into an amendment to the TIF to eliminate age targeted for seniors ~~restrictions on construction of townhomes as to lots 77,78,79,108,110, and 111; and~~

WHEREAS, the Town Board of Trustees has determined that the Amendment to the TIF Redevelopment Agreement attached hereto as **Exhibit A** ~~(and any extension thereof)~~ is in the best interest of the citizens of the Town of Cortland.

THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE BOARD OF TRUSTEES OF THE TOWN OF CORTLAND, DE KALB COUNTY, ILLINOIS, THAT:

SECTION ONE: The Second Amendment to the TIF Redevelopment Agreement hereto attached as **Exhibit A** by and between the Town of Cortland, DeKalb County, Illinois (the "Town") and WORTHINGTON ENTERPRISES LTD, an Illinois Corporation (the "Developer") is hereby adopted and approved.

SECTION TWO: The Mayor is hereby authorized and directed to enter into and execute on behalf of the Town said Amendment to TIF Redevelopment Agreement and the Town Clerk of the Town of Cortland is hereby authorized and directed to attest such execution.

SECTION THREE: The Amendment to the TIF Redevelopment Agreement shall be effective the date of its approval on the ____ day of _____, 20~~25~~¹³.

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Commented [HK1]: A TIF extension is a separate process beyond the scope of this proposed amendment

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SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

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PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the Town of Cortland, Illinois this ____ day of _____, ~~2025~~~~2013~~ and filed in the office of the Town Clerk of said Town on this date.

MAYOR & TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Brad Stone			
Mike Siewierski			
Sandra Barzso <u>Randi Olson</u>			
Susan Dockus <u>James Walker</u>			
Douglas Corson			
Chuck Lanning <u>Charmaine Fioretto</u>			
Mayor <u>Mark Pietrowski</u> Robert K. Seyller			
TOTAL VOTES:			

APPROVED: _____, Date ____/____/20~~25~~~~13~~
Mayor, Town of Cortland

ATTEST: _____, Date: ____/____/20~~25~~~~13~~
Town Clerk, Town of Cortland

Exhibit A (Attached): Amendment to TIF Redevelopment Agreement by and between the Town of Cortland and Worthington Enterprises Ltd.

EXHIBIT A

Second Amendment to a TIF

District Redevelopment

Agreement by and between

**The Town of Cortland
DeKalb County, Illinois**

&

**Worthington Enterprises Ltd
(Lots 77, 78, 79, 108, 110, 111, 112, 113,
114, 115 and 116)**

SECOND AMENDMENT
to
REDEVELOPMENT AGREEMENT

by and between

TOWN OF CORTLAND, DE KALB COUNTY, ILLINOIS

and

WORTHINGTON ENTERPRISES LTD

(Lots 77, 78, 79, 108, 110, and 111, ~~112,~~
112, 113, 114, 115, 116 ~~113, 114, 115 and 116~~)

CORTLAND TIF DISTRICT

SECOND AMENDMENT
TO
REDEVELOPMENT AGREEMENT
 by and between
TOWN OF CORTLAND, DE KALB COUNTY, ILLINOIS
 and
WORTHINGTON ENTERPRISES LTD

THIS SECOND AMENDMENT TO A REDEVELOPMENT AGREEMENT is dated this _____ day of _____, 2025~~13~~, by the Town of Cortland, an Illinois Municipal Corporation (the "Town"), and Worthington Enterprises Ltd, an Illinois Corporation, or its Assignee, (the "Developer").

PREAMBLE

WHEREAS, the Town by its duly elected Mayor and Board of Trustees heretofore adopted a Redevelopment Plan and Projects; designated a Redevelopment Project Area; and adopted Tax Increment Financing pursuant to the Tax Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et. seq. (the "Act"), known as the Cortland TIF District (the "TIF District") on January 23, 2012; and

WHEREAS, the Parties hereto entered into a Redevelopment Agreement on September 24, 2012, pursuant to the Act (the "Redevelopment Agreement"), wherein the Town agreed to extend incentives to provide reimbursement of certain Redevelopment Project Costs ("TIF Eligible Project Costs") for the Developer's Project for certain properties owned by the Developer, specifically for Lots 77, 78, 79, 108, 110, 111, 112, 113, 114, 115 and 116 in Robinson Farm Unit 2 (the "Property"); and

WHEREAS, the Redevelopment Agreement, as amended, states in *Section A., Paragraph 2.*, that the Town relied on the representation of the Developer to market and develop Lots 77, 78, 79, 108, 110, 111 (Phase I) for "townhomes ~~(age targeted) to seniors~~ per the Affordable Housing Requirements of the TIF Act", and Lots 112, 113, 114, 115 and 116 (Phase II) for "senior housing (age restricted) rental units per the Affordable Housing Requirement of the TIF Act"; and

~~WHEREAS, the Redevelopment Agreement defines "age targeted" as units that are intended for occupants at least fifty-five (55) years of age and "age restricted" as units restricted to occupants at least fifty-five (55) years of age;~~REMOVE RED LINE AND LEAVE IN

WHEREAS, on the 22nd day of April, June, 2013, the Parties agree to ~~A~~amend the terms of the original Redevelopment Agreement to eliminate age restrictions as to Lots 77, 78, 79, 108, 110 and 111, executed on September 24, 2012, as set forth therein; and-

WHEREAS, the Parties wish to further amend the terms of the Redevelopment Agreement to eliminate additional restrictions.

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AMENDMENT

1. **PRELIMINARY STATEMENTS:** *Section A., Paragraph 2.* shall be stricken and replaced by the following language:

“2. The Town, in extending incentives to the Developer, has relied on the representation of the Developer contained herein to market and develop Lots 77, 78, 79, 108, 110, 111, which shall be for townhomes ~~per the Affordable Housing requirements of the TIF Act~~, hereinafter referred to as Phase I; and Lots 112, 113, 114, 115 and 116, which ~~shall may~~ (IS TOWN AGREEABLE?) be for senior housing (age restricted) rental units, ~~per the Affordable Housing Requirements of the TIF Act,~~ (IS TOWN AGREEABLE TO REMOVAL FOR THESE LOTS?) hereinafter referred to as Phase II. Both Phase I and Phase II are “Approved Uses”. For the purposes of this Agreement, “Age restricted” shall mean the units are restricted for occupants at least fifty-five (55) years of age.”

2. **EXHIBIT B.1:** In *Exhibit B.1*, the “Project Description” shall be amended as follows:

“Project Description: Developer to construct townhomes. (PHASE I)”

Amended Exhibit B.1 is hereby attached to the Agreement and shall replace *Exhibit B.1* of the original Redevelopment Agreement, as amended.

3. **PRIOR AGREEMENT TERMS APPLY:** All terms of the original Redevelopment Agreement and Exhibits contained therein shall ~~apply to his Amendment and~~ remain in full force and effect effective until unless specifically modified by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers on the above date at Cortland, Illinois.

TOWN

DEVELOPER

BY: _____
Mayor, Town of Cortland

BY: _____

ATTEST: _____
Town Clerk

TITLE: _____

AMENDED EXHIBIT B.1**SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS**

WORTHINGTON ENTERPRISES LTD.

Cortland TIF District in the Town of Cortland, DeKalb County, Illinois

Project Description: Developer to construct townhomes. (PHASE I)

PIN NOS.: 09-29-255-013, 09-29-255-053, 09-29-255-051, 09-29-257-001, 09-29-257-003, and 09-29-257-004

Street Location: Lots 77, 78, 79, 108, 110, 111 Robinson Farm Unit 2

Estimated TIF Eligible Project Costs:

Land and Building Acquisition Costs	\$ 675,000.00
Site Preparation/Clearing/Grading	\$ 34,000.00
Demolition	\$ _____
Planning, Engineering, & Architectural	\$ 75,320.00
Legal Fees	\$ 35,000.00
Accounting, Financial Fees, Professional Fees	\$ 20,000.00
Rehabilitation or Renovation (Existing Buildings)	\$ _____
Construction Interest	\$ 105,000.00
Landscaping	\$ 28,000.00
Soil Boring	\$ 5,000.00
Training	\$ _____
Relocation Costs	\$ _____
Long-Term Interest	\$1,553,000.00
Public Infrastructure Improvements	\$ 60,000.00
Utilities Extension	\$ _____

Construction Cost per Affordable Housing Requirements of TIF Act.	\$1,387,500.00
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Total Estimated TIF Eligible Project Costs	\$2,610,320	\$3,997,820.00
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July 10, 2025

Mayor and Board of Trustees

- A. I have reviewed the proposed Second Amendment and the proposed Ordinance adopting the 2nd Amendment.
- B. The Town Board approved by Ordinance 2013-05, on 4/22/13, the First Amendment which removed the requirement that Phase 1 Lots 77,78,79, 108, 110, and 111 be developed as “townhomes (age targeted) to seniors”.
- C. The proposed 2nd Amendment would: 1) remove the requirement that Lots 77,78,79,108,110, and 111 be built subject to the Affordable Housing Requirements of the TIF Act. New housing units built under such Affordable Housing requirements can qualify for up to 50% of the costs of construction being treated as a TIF eligible cost. Otherwise, the TIF Act does not permit as a reimbursable eligible TIF cost the vertical construction costs of new private structures. All of the other TIF costs, such as land acquisition, site preparation, engineering, interest financing, etc. remain TIF eligible costs, and 2) it further deletes the requirement that lots 112,113, 114, 115, and 116 be developed as “for senior housing (age restricted) rental units per the Affordable Housing Act Requirements...”. This deletion is done by changing the word “shall” to “may” and striking the term “per the Affordable Housing Requirements of the TIF Act” at Section 1.2. of the proposed 2nd amendment.
- D. The decision to adopt the amendment is a legislative decision to be made by the Town. Whether the new units are built under the Affordable Housing Requirements or not only matters from a TIF perspective as to which TIF costs are eligible for reimbursement to the Developer.
- E. I have attached my comments to the proposed Ordinance in blue.

My comments on the proposed 2nd Amendment are:

- 1. On the cover page of the Second Amendment, Lots 112, 113, 114, 115, and 116 are stricken. However, the Developer is proposing a change to those Lots as well as identified in C. above.
- 2. I do not know why the 4th WHEREAS clause is stricken, as it is accurate. However, I don't believe that inclusion is required.
- 3. The 5th WHEREAS clause has the wrong date of June 12, 2013, inserted. It should be April 22, 2013, for the date the first amendment was approved.

4. On Section 1. 2. – See my comments at C. above.
5. Section 2 purports to amend and replace the TIF Eligible Costs of Exhibit B.1. I see no difference between the Exhibit attached as B.1 to the first amendment of 4/22/13 and this Second Amendment. I note that if the Developer is not building per the Affordable Housing Requirements: that the line item of “Construction Cost per Affordable Housing Requirements of TIF Act for \$1,387,500” should be deleted as such will not be an reimbursable TIF cost and the overall Total Estimated TIF eligible Project Costs would correspondingly be reduced to \$2,610,320.

Please advise if any questions.

Herb

Herbert J. Klein

Jacob & Klein Ltd.

**TOWN OF CORTLAND
COUNTY OF DE KALB
STATE OF ILLINOIS**

ORDINANCE NO. 2025-XX

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF A SECOND AMENDMENT TO A
TIF DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE TOWN OF CORTLAND, DE KALB COUNTY, ILLINOIS

&

**WORTHINGTON ENTERPRISES LTD
(Lots 77, 78, 79, 108, 110, 111, 112, 113,
114, 115 and 116)**

**ADOPTED BY THE MAYOR AND BOARD OF TRUSTEES OF THE
TOWN OF CORTLAND, DE KALB COUNTY, ILLINOIS ON THE
____ DAY OF _____, 2025.**

ORDINANCE NO. 2025-XX

TOWN OF CORTLAND, ILLINOIS

**AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A
SECOND AMENDMENT TO A TIF DISTRICT REDEVELOPMENT AGREEMENT**

by and between

THE TOWN OF CORTLAND

&

WORTHINGTON ENTERPRISES LTD

WHEREAS, the Town of Cortland, DeKalb County, Illinois (“Town”), established a Tax Increment Financing District known as the Cortland TIF District (the “TIF District”) pursuant to the Tax Increment Allocation Redevelopment Act (the “Act”), 65 ILCS 5/11-74.4-1 et seq. on the 23rd day of January, 2012; and

WHEREAS, on the 22nd day of April, 2013, the Town Board entered into an amendment to the TIF to eliminate age targeted for seniors on construction of townhomes as to lots 77,78,79,108,110, and 111; and

WHEREAS, the Town Board of Trustees has determined that the Amendment to the TIF Redevelopment Agreement attached hereto as **Exhibit A** is in the best interest of the citizens of the Town of Cortland.

**THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE BOARD OF
TRUSTEES OF THE TOWN OF CORTLAND, DE KALB COUNTY, ILLINOIS, THAT:**

SECTION ONE: The Second Amendment to the TIF Redevelopment Agreement hereto attached as **Exhibit A** by and between the Town of Cortland, DeKalb County, Illinois (the “Town”) and WORTHINGTON ENTERPRISES LTD, an Illinois Corporation (the “Developer”) is hereby adopted and approved.

SECTION TWO: The Mayor is hereby authorized and directed to enter into and execute on behalf of the Town said Amendment to TIF Redevelopment Agreement and the Town Clerk of the Town of Cortland is hereby authorized and directed to attest such execution.

SECTION THREE: The Amendment to the TIF Redevelopment Agreement shall be effective the date of its approval on the ____ day of _____, 2025.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED AND ADOPTED by the Corporate Authorities of the Town of Cortland, Illinois this ____ day of _____, 2025 and filed in the office of the Town Clerk of said Town on this date.

MAYOR & TRUSTEES	AYE VOTE	NAY VOTE	ABSTAIN / ABSENT
Brad Stone			RECUSED
Mike Siewierski			
Randi Olson			
Victoria Haier			RECUSED
Douglas Corson			
Charmaine Fioretto			
Mayor Mark Pietrowski			
TOTAL VOTES:			

APPROVED: _____, Date ____/ ____ / 2025
Mayor, Town of Cortland

ATTEST: _____, Date: ____/ ____ / 2025
Town Clerk, Town of Cortland

Exhibit A (Attached): Amendment to TIF Redevelopment Agreement by and between the Town of Cortland and Worthington Enterprises Ltd.

EXHIBIT A

**Second Amendment to a TIF
District Redevelopment
Agreement by and between**

**The Town of Cortland
DeKalb County, Illinois**

&

**Worthington Enterprises Ltd
(Lots 77, 78, 79, 108, 110, 111, 112, 113,
114, 115 and 116)**

SECOND AMENDMENT
to
REDEVELOPMENT AGREEMENT

by and between

TOWN OF CORTLAND, DE KALB COUNTY, ILLINOIS

and

WORTHINGTON ENTERPRISES LTD
(Lots 77, 78, 79, 108, 110 and 111) 112, 113,
114, 115, 116

CORTLAND TIF DISTRICT

**SECOND AMENDMENT
TO
REDEVELOPMENT AGREEMENT**
by and between
TOWN OF CORTLAND, DE KALB COUNTY, ILLINOIS
and
WORTHINGTON ENTERPRISES LTD

THIS SECOND AMENDMENT TO A REDEVELOPMENT AGREEMENT is dated this _____ day of _____, 2025, by the Town of Cortland, an Illinois Municipal Corporation (the “Town”), and Worthington Enterprises Ltd, an Illinois Corporation, or its Assignee, (the “Developer”).

PREAMBLE

WHEREAS, the Town by its duly elected Mayor and Board of Trustees heretofore adopted a Redevelopment Plan and Projects; designated a Redevelopment Project Area; and adopted Tax Increment Financing pursuant to the Tax Allocation Redevelopment Act, 65 ILCS 5/11-74.4 et. seq. (the “Act”), known as the Cortland TIF District (the “TIF District”) on January 23, 2012; and

WHEREAS, the Parties hereto entered into a Redevelopment Agreement on September 24, 2012, pursuant to the Act (the “Redevelopment Agreement”), wherein the Town agreed to extend incentives to provide reimbursement of certain Redevelopment Project Costs (“TIF Eligible Project Costs”) for the Developer’s Project for certain properties owned by the Developer, specifically for Lots 77, 78, 79, 108, 110, 111, 112, 113, 114, 115 and 116 in Robinson Farm Unit 2 (the “Property”); and

WHEREAS, the Redevelopment Agreement, as amended, states in *Section A., Paragraph 2.*, that the Town relied on the representation of the Developer to market and develop Lots 77, 78, 79, 108, 110, 111 (Phase I) for “townhomes per the Affordable Housing Requirements of the TIF Act”, and Lots 112, 113, 114, 115 and 116 (Phase II) for “senior housing (age restricted) rental units per the Affordable Housing Requirement of the TIF Act”; and

WHEREAS, on the 22nd day of April, 2013, the Parties agree to amend the terms of the original Redevelopment Agreement to eliminate age restrictions as to Lots 77, 78, 79, 108, 110 and 111, as set forth therein; and

WHEREAS, the Parties wish to further amend the terms of the Redevelopment Agreement to eliminate additional restrictions.

AMENDMENT

1. **PRELIMINARY STATEMENTS:** *Section A., Paragraph 2.* shall be stricken and replaced by the following language:

“2. The Town, in extending incentives to the Developer, has relied on the representation of the Developer contained herein to market and develop Lots 77, 78, 79, 108, 110, 111, which shall be for townhomes, hereinafter referred to as Phase I; and Lots 112, 113, 114, 115 and 116, which may be for senior housing (age restricted) rental units, (hereinafter referred to as Phase II. Both Phase I and Phase II are “Approved Uses”. For the purposes of this Agreement, “Age restricted” shall mean the units are restricted for occupants at least fifty-five (55) years of age.”

2. **EXHIBIT B.1:** In *Exhibit B.1*, the “Project Description” shall be amended as follows:

“Project Description: Developer to construct townhomes. (PHASE I)”

Amended Exhibit B.1 is hereby attached to the Agreement and shall replace *Exhibit B.1* of the original Redevelopment Agreement, as amended.

3. **PRIOR AGREEMENT TERMS APPLY:** All terms of the original Redevelopment Agreement and Exhibits contained therein shall remain in full force and effect unless specifically modified by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized officers on the above date at Cortland, Illinois.

TOWN

DEVELOPER

BY: _____
Mayor, Town of Cortland

BY: _____

ATTEST: _____
Town Clerk

TITLE: _____

AMENDED EXHIBIT B.1**SUMMARY OF ESTIMATED TIF ELIGIBLE PROJECT COSTS**

WORTHINGTON ENTERPRISES LTD.

Cortland TIF District in the Town of Cortland, DeKalb County, Illinois

Project Description: Developer to construct townhomes. (PHASE I)

PIN NOS.: 09-29-255-013, 09-29-255-053, 09-29-255-051, 09-29-257-001, 09-29-257-003, and 09-29-257-004

Street Location: Lots 77, 78, 79, 108, 110, 111 Robinson Farm Unit 2

Estimated TIF Eligible Project Costs:

Land and Building Acquisition Costs	\$ 675,000.00
Site Preparation/Clearing/Grading	\$ 34,000.00
Demolition	\$ _____
Planning, Engineering, & Architectural	\$ 75,320.00
Legal Fees	\$ 35,000.00
Accounting, Financial Fees, Professional Fees	\$ 20,000.00
Rehabilitation or Renovation (Existing Buildings)	\$ _____
Construction Interest	\$ 105,000.00
Landscaping	\$ 28,000.00
Soil Boring	\$ 5,000.00
Training	\$ _____
Relocation Costs	\$ _____
Long-Term Interest	\$1,553,000.00
Public Infrastructure Improvements	\$ 60,000.00
Utilities Extension	\$ _____
Total Estimated TIF Eligible Project Costs\$2,610,320.00